



Port of Port Fairy Delegated Committee Meeting

Agenda

Date: Tuesday 31 May 2022

Time: 5.00pm

Venue: Southcombe Lodge

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CONFIDENTIAL AGENDA ITEMS

6. Port of Port Fairy Compliance Audit
7. Debtors/Finance Report

Committee Members

Cr Jim Doukas
Cr Jordan Lockett (Chair)
Mr Daniel Hoey
Mr Rex Grady
Mr John Sproal
Mr Russell Allardice
Mr Garry Stewart
Mr Peter O'Keeffe

Officers (non-voting attendees)

Ms Edith Farrell – Director Infrastructure and Environment
Mr Paul Roy – Acting Manager Environment and Regulatory Services
Mr David Mattner – Port Coordinator
Ms Brett Anders – Personal Assistant I & E Directorate (Minutes)

Acknowledgment of Country

The Chair will read the following:

We begin by acknowledging the Traditional Custodians of the land on which we meet today and pay our respects to their Elders past and present. We extend that respect to Aboriginal and Torres Strait Islander peoples here today.

Declarations of Conflict Interest

Reference: Local Government Act 2020 – Sections 130 (1)(a) and 130(2) Disclosure of Conflict of Interest in respect of a matter to be considered at a Council Meeting

A relevant person who has a conflict of interest in respect of a matter must:

- a) disclose the conflict of interest in the manner required by the Council's Governance Rules [Refer to Governance Rules – Division 2 Councillor conflict of interest disclosures] and
- b) exclude themselves from the decision making process in relation to that matter, including any discussion or vote on the matter at any Council meeting or delegated committee, and any action in relation to the matter.

Members of Staff

If a member of Council staff has a conflict of interest in a matter which they are providing advice to Council:

- a) if the advice is included in a report, the report must disclose the conflict of interest
- b) if the officer is speaking in the Council meeting, the officer must disclose the conflict of interest before speaking on the matter.

Confirmation of Minutes

Recommendation

That the Minutes and Confidential Minutes of the previous meeting held on 15 February 2022 be confirmed.

Attachment(s)

Attachment 1 – Minutes of 15 February 2022 PoPF Delegated Committee Meeting

Attachment 2 – **Confidential** Minutes of 15 February 2022 PoPF Delegated Committee Meeting



Port of Port Fairy Delegated Committee Meeting

Minutes (Unconfirmed)

Date Tuesday 15 February 2022

3.00pm

Via Zoom

Committee Members

Cr Jim Doukas
Cr Jordan Lockett
Mr Daniel Hoey
Mr Rex Grady
Mr Russell Allardice
Mr Peter O'Keeffe

Officers (non-voting attendees)

Ms Edith Farrell – Director Infrastructure and Environment
Mr Robert Gibson – Manager Environment and Regulatory Services
Mr David Mattner – Port Coordinator
Ms Brett Anders – Personal Assistant I & E Directorate (Minutes)

Apologies

Mr John Sproal
Mr Garry Stewart

Acknowledgment of Country

The Chair read the following:

We begin by acknowledging the Traditional Custodians of the land on which we meet today and pay our respects to their Elders past and present. We extend that respect to Aboriginal and Torres Strait Islander peoples here today.

Declarations of Conflict Interest

Reference: Local Government Act 2020 – Sections 130 (1)(a) and 130(2) Disclosure of Conflict of Interest in respect of a matter to be considered at a Council Meeting

A relevant person who has a conflict of interest in respect of a matter must:

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and
- b) exclude themselves from the decision making process in relation to that matter, including any discussion or vote on the matter at any Council meeting or delegated committee, and any action in relation to the matter.

Members of Staff

If a member of Council staff has a conflict of interest in a matter which they are providing advice to Council:

- a) if the advice is included in a report, the report must disclose the conflict of interest
- b) if the officer is speaking in the Council meeting, the officer must disclose the conflict of interest before speaking on the matter.

No declarations recorded for this meeting.

Confirmation of Minutes

Mr Grady moved, Mr Hoey seconded that the Minutes and Confidential Minutes of the previous meeting held on 2 December 2021 be confirmed.

Carried 6:0

1. Business Arising from Previous Meeting

- Written response on return from initial investment for construction of Wharf building ATTACHED
- Written response to submitters Port Fees Strategy. ATTACHED
- Review of fuelling facility service and prices PENDING, hesitant to increase fees and review a service at the same time
- Consult with stakeholders on proposed fees and charges strategy COMPLETED
- Budget bid through Tourism Department for media centre at bait shed. COMMENCED discussions progressing, proposed committee to be discussed in general business
- Pursue outstanding debtors COMMENCED
- Continue to work towards removal of Mary S from the Port. ONGOING

2. Port Quarterly Operations Report

Overview: This report contains information pertaining to the operation and management of the Port of Port Fairy for the period from November 2021 to January 2022. This period has been quieter than usual due to continued impacts of COVID

Cr Lockett moved, Mr O’Keeffe seconded that the Port Board note and receive the Port of Port Fairy Quarterly Operations Report for the period from November 2021 to January 2022

Carried 6:0

Concerns raised with lighthouse lighting, night time navigation concerns from EMV. Light not bright enough, lumens wound back to increase battery power, advised LED can be brightened. David to send request to DOT

3. Correspondence In/Out

Mr O’Keeffe moved, Mr Allardice seconded that the Port Board note and receive the correspondence in and correspondence out as listed.

Carried 6:0

Attachment(s)

Attachment 1 – Letters of response Submissions Port Fees Strategy

Attachment 2 – Further details requested Port Fees Strategy J Clue

Attachment 3 – Letters of response J Clue

Attachment 4 – Email estimate for repairs to timber piles

4. Port of Port Fairy Business Plan 2022

Overview: Presentation of the Port of Port Fairy Business Plan for 2022

Mr Grady moved, Cr Lockett seconded that the Port Board note and receive the Port of Port Fairy Business Plan for 2022

Carried 6:0

5. Port of Port Fairy Budget Update

Overview: Update of Port of Port Fairy Budget for 2021-2022

Cr Lockett moved, Mr Allardice seconded that the Port Board note and receive the Port of Port Fairy budget for 2021-2022

Carried 6:0

6. General Business

Port of Port Fairy Training wall assessment

Overview: Report on detailed assessment of the seawall training walls, figures provided are an estimate only.

Sheet piles stop water leaching through walls, discussions with Heritage Vic. required then added to the budget for long term solution.

Cr Doukas, Cr Lockett, Edith and David to write to Heritage Vic and DOT to investigate options. Engineering reports and background information to be sourced. If possible request Heritage Vic on site, appears to be more responsive.

Port of Port Fairy Priority Projects

Port of Port Fairy Committee members to think about priority projects of the master plan and return to the February meeting with 3 priority projects each.

Name	Priority
John Sproals	Audio/visual history display of Port Fairy's fishing industry; in old bait shed Ramp to replace steps down to northern end of wharf from western end of footbridge Footpath upgrade/addition on east side of Griffiths St from north of footbridge to Battery Hill area.
Cr Lockett	Launching facility Pedestrian access
Russell Allardice	General operations of port, training walls, dredging and maintenance activities - New dredge Pedestrian flow, enhanced signage eastern side river Launch and retrieve facility
Peter O'Keefe	Footpaths – break into sections over next few years for installation Small craft Launching facility

Daniel Hoey	Removal of rock and reef from floating pontoon area, deepened - underused as too shallow
Rex Grady	Pedestrian footpath, bridge to wharf along service road quite narrow may require engineer inspection.
Cr Doukas	Bait Shed – proposed committee to move forward

Priorities briefly summarised as Griffiths Street pedestrian footpath, budget bid for design and plan to be submitted with intent to build in 23/24 following a consultation process. David to investigate requirements for non powered small vessel launching facility, budget bid to be lodged, application to fisheries authority for funding and investigate deepening of waters around the floating pontoon at the same time if rock removal is to be undertaken.

John Sproal, Cr Lockett and Peter O’Keeffe to form a sub committee to investigate the redevelopment of the Bait Shed.

Mr Grady requested clarification on Battery Hill and plans for this area. Advised vegetation being removed and replaced, concerns with private citizens undertaking own removal and replacement. Environment group working with volunteers, involves community. New environmental officer to commence shortly, direction and advice to be provided, plan needs to be developed.

Mr O’Keeffe moved, Mr Allardice seconded that the Port of Port Fairy meeting be closed in order to consider the Confidential Port of Port Fairy agenda items.

Next Meeting

Tuesday 24 May 2022 3.00pm in person dependant on Covid restrictions. Follow up dinner after next meeting.

Robert Gibson advised he’d be taking long service leave from Easter to October, apology for next meeting.

Thanked Cr Doukas for chairing the meetings, Cr Lockett taking over as chair.

Meeting closed 4.35pm

Public Participation

Refer to Governance Rules - Division 5 – Clause 62 Public Participation/Clause 63 Public questions/Clause 64 Public statements

62. Public participation in scheduled meeting

The agenda for every scheduled meeting must include provision for public participation.

The Council must suspend standing orders for the period of public participation.

Public participation in a Council meeting (Delegated Committee meeting) may include:

- (a) questions from members of the public in accordance with clause 63; or
- (b) statements from members of the public in accordance with clause 64.

Unless an extension is granted by a ruling of the Mayor (Delegated Committee Chair), a member of the public asking a question or making a statement under this Division must not speak for more than five minutes.

If the Mayor (Delegated Committee Chair) considers that a member of the public is making comments that are offensive or defamatory when given an opportunity to ask a question or make a statement:

- (a) the Mayor (Delegated Committee Chair) must direct the person to cease speaking; and
- (b) the meeting must proceed to the next matter.

63. Public questions

A member of the public may ask a question at a scheduled meeting if they comply with this clause.

A person wishing to ask a question must, no later than 12 noon on the business day before the scheduled meeting, give the Chief Executive Officer:

- (a) their name and address; and
- (b) the text of the question they wish to ask.

The Chief Executive Officer must reject a question that is offensive or defamatory of any person, including of a Councillor or a member of Council staff.

At the discretion of the Mayor (Delegated Committee Chair) a question may be answered by the Mayor (Delegated Committee Chair), the Chief Executive Officer or a member of staff nominated by the Chief Executive officer.

If a question cannot be answered at the meeting, the Chief Executive Officer must provide a written response to the question as soon as is practicable to:

- (a) the person asking the question; and
- (b) the Councillors.

64. Public statements

A member of the public may make a statement at a scheduled meeting if they comply with this clause.

A person making a statement may:

- (a) speak on behalf of themselves or another person or group of persons;
- (b) speak to a matter on the agenda for the scheduled meeting; or
- (c) speak on any other matter that falls within responsibilities.

A person wishing to make a statement must, no later than 12 noon on the business day before the scheduled meeting, give the Chief Executive Officer:

- (a) their name and address;
- (b) the name of any person or group they wish to represent; and
- (c) a general description of the statement they wish to make.

The Chief Executive Officer must reject a request to make a statement if it appears to be:

- (a) offensive or defamatory of any person, including of a Councillor or a member of Council staff; or
- (b) not a matter that falls within the responsibilities of the Council.

[Public Participation attendees for this meeting:](#)

Nil attendees at time of printing

1. Business Arising from Previous Meeting

Action item	Responsible Officer	Comments
Consult with stakeholders on proposed fees and charges strategy	Port Manager	COMPLETED
Continue to work towards removal of Mary S from the Port. Owner has contacted Port Coordinator stating she has spoken with the Mayor and awaiting a response. Port Coordinator to email details of phone call so it can be relayed to Cr Doukas for advice/update.	Port Coordinator	ONGOING
Budget bid through Tourism Department for media centre at bait shed.	Sub Committee	COMMENCED
Request DOT/AMSA lighthouse lumens upgrade	Port Coordinator	ONGOING
Pursue outstanding debtors	Port Coordinator	COMMENCED
Port of Port Fairy Training wall assessment	Port Coordinator	ONGOING

2. Port Quarterly Operations Report

Overview: This report contains information pertaining to the operation and management of the Port of Port Fairy for the period from February 2022 to May 2022.

Officers' Recommendation

That the Port of Port Fairy Delegated Committee note and receive the Port of Port Fairy Quarterly Operations Report for the period from February 2022 to May 2022

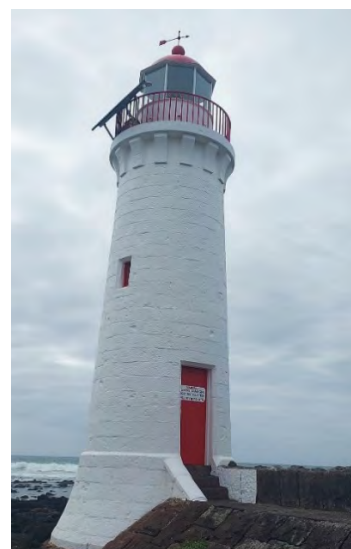
Works Program

Griffiths Island repainting

Works have been completed on the painting of the lighthouse externally and internally with the expectation that this will not require repainting for in excess of 10 years. A protective coating was also added to the first 3 m to help prevent or aid removal of any graffiti.

During the process black mould was found on the inside walls when it was scrapped back, due to exposed brick on exterior. This has now been remedied through scrubbing and repainting.

Costs associated have been borne by Shire and not Port budget but project management was through the Port.



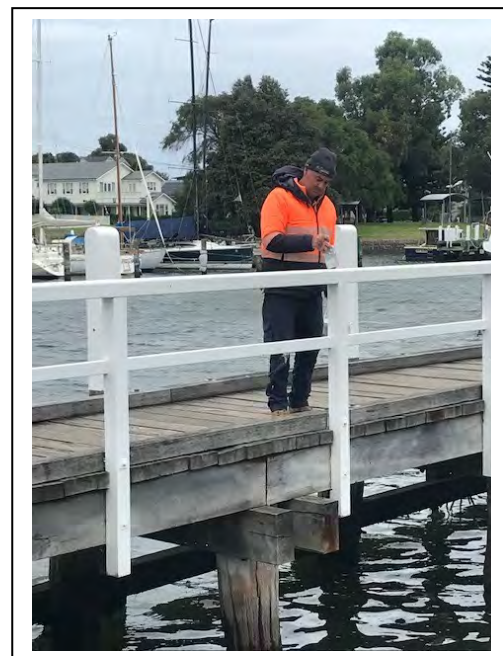
Pile Restorations

Works have commenced on the pile refurbishment with a total of 84 piles that were classed as a high priority. Initially 60 were budgeted for by the State and as a result of discussions between the Port and a contractor an additional 24 have been agreed to be done with funding through the Port. This and having some left over product from last years refurbishment of the fuel wharf and use of Port labour and equipment we were able to get a heavily reduced costing on the additional Piles.



General Maintenance

Painting of hand rails and timber works around the Port is still ongoing with the fine weather and picking days of low tourist numbers. (Wet Paint) signs are being put out. (Some people can't help themselves).



Slipways

Repairs have been completed on the fishplate connectors and anode replacement at the slipways. Other work will involve the repositioning of several rails and levelling of sections for both the small and large slipways. Works are being combined with dive works on the pile remediation to reduce costs.

Figure 13. Large Slipway



Figure 14. Large Slipway



Dredging

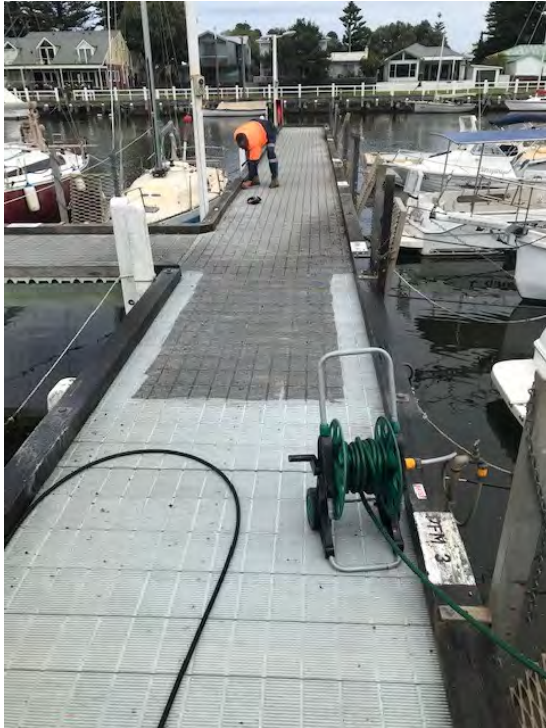
Dredging has commenced with the targeted area being the sand bar at the lighthouse beach junction, this will be followed by the main channel and hopefully the inner port area.



Request for quote has been prepared and submitted to procurement to cover dredging for the following two years again. Due to current delays, next years dredging will be arranged for the period of January or March 2023. At this stage it appears to be working well with the amount of vessel traffic causing little impact, it appears that groups are departing early in the morning and returning home in the evening so down time for the dredge is minimal, but if this becomes problematic then an alternative time will be discussed.

Wharf cleaning

Areas around the Port which build up growth quickly have regular cleaning done with the pressure cleaner, this includes monthly cleaning of the fish cleaning areas, this takes in the structure and drains which we flush to ensure no build-up of waste, reducing risk of subsequent smell.



Due to the finer weather wharf timbers are in good condition along with the boat ramp which has had steady use so pressure cleaning so often isn't required just yet. Plus with the number of users at the moment this makes the process hazardous.

Battery Hill

We've been kept busy with maintaining the area at Battery Hill looking after the grounds. Unfortunately with long weekends, school holidays etc we find that kids are digging up and creating bike tracks with jumps and large holes. As with graffiti as soon as its found we try and deal with it in an attempt to deter them further.



Slip

Slip bookings over the period have been down but we still had 10 vessels with an average stay of 4.3 days.

Visiting itinerant vessels

Itinerant travel was increased over this period with 11 vessels for an average stay of 3.4 days.

Incidents

1. Reportable incident involved in the repainting of the lighthouse. When interior was being prepared for painting, paint was scrapped away and black mould was discovered. This was cleaned and remedied at the time. Initial process was only going to be the exterior but doing interior at the same time was not only opportunistic and cost saving but prevented ongoing health risks.
2. Berth PFM 16 had a mooring line break and this was reported to Port staff who attended and did temporary repairs. The owner was notified and refitted new lines. No damage caused.
3. Received report of moored vessel at PFM 3 which sank over Friday night. On scene and inspected. Owner was contacted and couldn't attend until the Monday. Port staff assisted with the recovery of the vessel. From preliminary inspection it appears that the bung plug was leaking into the bilge and the bilge pump was running until battery failure and then vessel took on water and sank. Estimated cost of repair about \$20,000. Insurance company notified by owner and taken to Warrnambool for repairs.

Vessel movement

- Marina - No movement, still have small berth free at PFM 1
- Alongside
 - PFA 21, Vessel has been sold and new owner will continue with berth. Recreational yacht.
 - PFA 11 New commercial boat now permanent
 - PFA 5 New commercial boat for this position.Both have relocated from Warrnambool swing moorings.

Strategic Management

Engineers have inspected the area between the small slip and footbridge and recommended a couple of feasibility designs for kayak launching. Costings and preliminary plans are being sought. There are two options being looked at:

- 1) Aluminium walkway out to about a 6m floating pontoon. This is proposed to have pile located at either end of the floating pontoon and a third pile midway along the walkway as a support. Similar to marine rescue set up.
- 2) Aluminium walkway connected to a floating pontoon and reaching out over the shallow area with a smaller pontoon (footprint) estimated at about 4 m long. This will be secured to shore over the training wall with more substantial anchoring point.

Replacement of the Historic lifeboat slipway is progressing with confirmation of suitability of works through the shire heritage consultant. Procedure moving forward will still be notification of works to Heritage Victoria, produce scope of work with options on development followed by request for quote documents. Once documentation completed they can then process for the removal and rebuilding of the slipway can commence.

Marine and Coastal Act consent has been approved by DEWLP for the installation of the cameras at the boat ramp and parking areas at Port Fairy. Next step will be the installation and link up to the on line application.

3. Correspondence In/Out

Reasons for attachments being Confidential - Section 3 of the Local Government Act 2020, Governance Rules – Personal Information - Information which would result in the unreasonable disclosure of information about any person or their personal affairs if released

Recommendation

That the Port Board note and receive the correspondence in and correspondence out.

Attachment(s)

Attachment 1 – **CONFIDENTIAL** Correspondence – Port of Port Fairy user fees
Attachment 2 – Berthing Renewal Application Letter
Attachment 3 – **CONFIDENTIAL** Email DOT Vessel – Claim for Damages
Attachment 4 - Marine Rescue Lighthouse request - Redacted
Attachment 5 - Email DOT Lighthouse Notification - Redacted
Attachment 6 - Instrument of Appointment - Chair of Port of Port Fairy
Delegated Committee



6 May 2022

«NAME»
«ADDRESS»
«SUBURB_STATE_POSTCODE»

Port of Port Fairy Berthing Permit

As permits for berthing vessels within the Port of Port Fairy are issued for the financial year, it is again time to renew your berthing permit.

Enclosed is the 2022 / 23 Port of Port Fairy “Berthing Terms and Conditions” and *Berthing Permit Renewal Application* form.

Included with these documents is a new policy the “Moyne Shire Non-Compliant Berthing Holder Policy (Authorised August 2021).” Which is to provide a clear and transparent process and ensure that noncompliance is clearly explained. This document is required to be distributed to all berth holders and prospective applicants for a berth.

As a berth holder, it is important you read and understand the berthing permit terms and conditions as well as the policy as they detail obligations associated with being a permit holder.

In order to renew your berthing permit, you are required to complete the enclosed:-*Berthing Permit Renewal Application* form, and return it along with evidence of vessel registration and certificate of currency for insurance using the enclosed reply paid envelope or by email moyne@moyne.vic.gov.au due date is 30 June 2022.

Signing the *Berthing Permit Renewal Application* form constitutes acceptance of the 2022 Berthing Terms and Conditions.

A Berthing Permit authorising you to berth your vessel within the Port of Port Fairy for up to twelve consecutive months ending on June 30. Permit will only be issued after you provide the following documents:

- **Berthing Permit Renewal Application Form** (Signed & witnessed)
- **Evidence of Registration** (Certificate of Registration or Survey),
- **Evidence of Adequate Insurance** (Current certificate of Insurance)

Please contact me by phone on 0408 529 190 or email david.mattner@moyne.vic.gov.au if you have queries regarding renewal of your berthing permit.

Yours sincerely

David Mattner
Coordinator, Port of Port Fairy



PORT OF PORT FAIRY

BERTHING PERMIT TERMS AND CONDITIONS

VERSION: MAY 2022

1. DEFINITIONS

In these Terms and Conditions, the following capitalised terms have the corresponding meanings:

- 1.1. "Act" means the *Port Management Act 1995 (Vic)*;
- 1.2. "Applicant" means the person completing an Application or Renewal;

- 1.3. "Application" means the application completed by the Owner for the Vessel to receive a Permit;
- 1.4. "Berth" means the berth issued to the Owner for the berthing of the Vessel by the PoPF;
- 1.5. "Berthing Fees" means the fees charged by the PoPF to the Owner for the issuing of the Permit;
- 1.6. "Council" means the Moyne Shire Council 69 056 376 923;
- 1.7. "Fee" means the fee payable by the Owner to the PoPF for use of the Berth;
- 1.8. "Itinerant Berth" means an itinerant berth at the Port;
- 1.9. "Law" means any law, including any common law, equity, statute, regulation, proclamation, ordinance, by-law, mandatory code of conduct, writ, judgment and any award or other industrial instrument;
- 1.10. "Notice" means a written notice provided by the PoPF or the Owner to the other, in accordance with clause 10;
- 1.11. "Owner" means the owner of the Vessel who has applied for and/or been granted a Permit;
- 1.12. "Permits" means the permit to berth the Vessel at the Port granted to the Owner by the PoPF in accordance with these Terms and Conditions;
- 1.13. "Policies" means the policies of Council and the PoPF, copies of which are available at the Council's website;
- 1.14. "PoPF" means the Council trading as the Port of Port Fairy;
- 1.15. "PoPF Board" means the board empowered under section 86 of the Local Government Act 1988 (Vic) as a committee of Council;
- 1.16. "PoPF Staff" means all employees, contractors, representatives, and agents of Council and/or the PoPF;
- 1.17. "Port" means the port waters of the Port of Port Fairy, and port land owned by Council and managed by the PoPF;
- 1.18. "Port Manager" means the port manager of the Port;
- 1.19. "Regulations" means the *Port Management (Local Ports) Regulations 2015 (Vic)*;
- 1.20. "Renewal" means an application to renew a Permit;
- 1.21. "SEMP" means the Safety and Environment Management Plan for the Port, a copy of which is available at the PoPF depot or online at the Council's website;
- 1.22. "Term" means the term of the Permit set in accordance with clauses 2.4 and 2.5; and
- 1.23. "Vessel" means the vessel of the Owner.

2. ISSUING OF PERMIT

- 2.1. The Owner is only permitted to berth at the Port following the issuing of a Permit. The Permit will only be considered issued where the Owner been issued with a formal letter of approval confirming that a Permit has been issued to the Owner.
- 2.2. The Owner acknowledges and agrees that they have been afforded the opportunity to inspect the Berth prior to the issuing of the Permit and is satisfied that the Berth is suitable for the Vessel.
- 2.3. No vessel other than the Vessel, regardless of ownership, may use the Berth issued to the Owner in accordance with a Permit for any purpose, without the prior written consent of the PoPF. For the avoidance of doubt, if the Owner disposes of the Vessel and purchases a replacement vessel, the Berth will not transfer to the new Vessel without the prior written consent of the PoPF.
- 2.4. Subject to clause 2.5, a Permit is issued for a period of up to twelve consecutive months commencing on the date the Permit is issued and ending on the next 30 June, unless terminated earlier in accordance with clause 16.3.1.
- 2.5. If a Permit is issued in accordance with clause 11.4, it is issued for the period of time specified on the permit, unless terminated earlier in accordance with clause 16.3.1.
- 2.6. Use of the Berth is subject to the Owner's payment of Fees in accordance with clause 3.
- 2.7. If a Permit has been issued in the name of more than one person, it is issued to the persons jointly, and all persons named on the permit are responsible for the Berth and are liable for any act or failure to act by any one or more of them.
- 2.8. The PoPF will not accept instructions from any attorney, agent, or other person purporting to act on behalf of the Owner unless the Owner has sought the prior written approval of the PoPF for that person to act on their behalf.
- 2.9. The Owner will not use the Berth for charter, hire, or other commercial activities unless the Owner has obtained the prior written approval of the PoPF. If the PoPF approves the use of the Berth for charter, hire, or other commercial activities, the Owner must not inconvenience or disturb any other berth or berthing permit holder through their use of the Berth.
- 2.10. The rights provided to the Owner in accordance with these Terms and Conditions are personal and not transferrable and will cease immediately on the earlier to occur of the expiry of the Permit, the termination of the Permit, or the death of the Owner.
- 2.11. If the Owner intends to renew their use of the Berth, the Owner must provide written notice to the PoPF not more than 12 and not less than 6 weeks prior to the expiry of the Term. For the avoidance of doubt, the Owner has no right to renew a Permit issued in accordance with clause 11.4.
- 2.12. The PoPF may, at its sole discretion, accept or reject a Renewal application for any reason and will provide written notice to the Owner of its decision.
- 2.13. If the PoPF issues an offer of renewal of a Permit to the Owner, the offer is only valid from 14 days after it has been issued. If the Owner has not accepted an offer to renew their Berth within this period, the offer is deemed to have been rejected by the Owner.
- 2.14. On expiry of the Permit, the Owner will immediately remove the Vessel from the Berth. If the Owner fails to remove the Vessel in accordance with this clause, the Owner

agrees that PoPF Staff may, at the cost of the Owner, remove the Vessel from the Berth.

3. FEES

- 3.1. The Fee is payable by the Owner to the PoPF quarterly in advance, with payments to be made in January, April, July, and October of each year.
- 3.2. The PoPF will issue a quarterly invoice to the Owner, which must be paid by the due date specified on that invoice.
- 3.3. The Fee will be set by the PoPF who may, at its sole discretion, amend the Fee at any time and from time to time, with such amendment to take effect from the date determined by the PoPF and any updated Fee will be payable by the Owner at the next Fee Payment Date. The PoPF will provide notice to the Owner of any increase in the Fee. The Owner may, prior to the next Fee Payment Date, immediately terminate the Permit if the Owner does not agree to pay the amended Fee.
- 3.4. If the Permit is terminated before its expiry, or if the Owner otherwise vacates the Berth, the Owner is not entitled to any refund of Fees paid to the PoPF.
- 3.5. If at any time the Owner has not paid all Fees owing to the PoPF, the PoPF may at its sole discretion:
 - 3.5.1. place restrictions on the Owner's use of the Port including but not limited to:
 - 3.5.1.1. removing access rights to slipways;
 - 3.5.1.2. temporarily limiting access to the Berth; and/or
 - 3.5.1.3. removing the Vessel from the Berth; and / or
 - 3.5.2. immediately terminate the Permit.

4. RIGHTS AND RESPONSIBILITIES

- 4.1. Under the Regulations, the authorisation of the Port Manager is required in order to conduct certain activities in the Port. Berthing of the Vessel within the PoPF is subject to application for a Permit before arriving at the Port.
- 4.2. Any person entering the Port, by land or water, does so entirely at their own risk and warrants to abide by these Terms and Conditions.
- 4.3. The PoPF is not responsible for any loss, damage or injury to persons or possessions, arising from use of the Port, except to the extent that the loss, damage, or injury is a result of negligence of the PoPF.
- 4.4. Parking vehicles at the Port is entirely at the Owner's risk. Vehicles must only be parked in allotted vehicle spaces and must not obstruct pedestrian thoroughfare, PoPF's loading bay or emergency access.
- 4.5. The PoPF is not liable for any loss or damage suffered by the Owner due to environmental conditions.

- 4.6. Access to the Port does not entitle any person to abuse the privilege for commercial purposes, distribute leaflets, business cards or the like, or perform surveys of any nature without written consent of the PoPF.
- 4.7. All persons at the Port must comply with safety and informational signage posted in the PoPF.
- 4.8. The PoPF may at any time and from time to time amend these Terms and Conditions. Any amended version of these Terms and Conditions is binding on the Owner from the date that the amended Terms and Conditions are made available from the Council's website. The PoPF will provide notice of the amended Terms and Conditions to the Owner. The Owner may, within 20 days of that notice, immediately terminate the Permit if the Owner does not agree to be bound by the amended Terms and Conditions. If the Owner terminates the Permit in accordance with this clause, the PoPF will provide the Owner with a pro rata refund of any Fee paid by the Owner for the period between the date of termination and the next Fee Payment Date.
- 4.9. The PoPF will not tolerate any verbal, physical or written abuse to any of the PoPF staff, clients or visitors. Any person who displays such behaviour will be deemed to have contravened the Terms and Conditions and their permit may at the sole discretion of the PoPF, be terminated.
- 4.10. The Council and the PoPF will retain records of all transactions regarding the Owner and Vessel, and contact information provided by the Owner will be kept confidential and held in accordance with data protection and privacy legislation.

5. CONDUCT – VESSEL

- 5.1. The Vessel must not be moored, sailed, or manoeuvred in a manner that creates any danger, obstacle, or inconvenience to other Port users.
- 5.2. Double berthing is not permitted at the Port, except at Itinerant Berths or loading bays where all Itinerant Berths or loading bays (as applicable) are occupied.
- 5.3. The Owner may not leave or store any equipment on the docks, and must not attach, affix, modify or install any other objects or materials to the docks without the prior written permission from the PoPF. If the Owner breaches this clause, the PoPF may remove, store, or dispose of any materials left on the docks, at the Owner's expense.
- 5.4. All water hoses, electrical cords and dock line tails shall be stowed aboard the Vessel when not in use to minimise tripping hazards on the docks.
- 5.5. Without exception, all electrical connections made to the PoPF's receptacles must be approved, weatherproof, and earthed connected. Wiring must be of sufficient amperage for its use as specified by the applicable electrical code. Power cords may not cross walkways nor be affixed or secured to docks and must have current test tag in place. Non-tagged or damaged power cords will be disconnected by PoPF Staff.
- 5.6. The supply and issuance of all electrical and water connections between a Vessel and PoPF property are the responsibility of the Owner. The PoPF makes no warranty as to the suitability or standard of utilities provided for any specific Vessel. It is the Owner's responsibility to ensure their Vessel requirements and connectivity is sufficient for receiving supply.
- 5.7. No portion of any Vessel may extend, overhang or obstruct the walkway at any time.

- 5.8. A Vessel's tender, gear, equipment, stores, inflatable vessels and all other small water craft, when not in immediate use, must be kept on the Vessel. Items must not be left on the wharf or jetties. Dinghies must not be kept in the Berth.
- 5.9. All Vessels with engines must use engines for propulsion within the Port waters. Maximum speed in Port waters is 5 Knots.
- 5.10. Excessive Vessel wash can damage boats, property and persons. Any violation of this clause the Owner will receive an official warning. If the Owner repeatedly breaches clause 5.9, the PoPF may at its sole discretion, terminate the Permit. If the PoPF deems a breach of this clause to be a significant breach, it may terminate the Permit without issuing an official warning.

6. REGISTRATION & INSURANCE

- 6.1. On submission of an Application or Renewal, the Owner must provide the PoPF with evidence of the current registration and insurance of the Vessel in order to be eligible to be granted a Permit.
- 6.2. The Vessel must at all times be insured with a reputable insurer at least in respect of third party injury and property damage (including salvage) for an amount not less than \$AUD5,000,000.00. A copy of a current certificate of currency and the insurance policy must be provided to PoPF, including renewal of that insurance.
- 6.3. If the Owner breaches the obligations in this clause 6, the PoPF may at its sole discretion immediately terminate the Permit.
- 6.4. If the Owner fails to remove the Vessel following termination of the Permit for breach of this clause 6, the Owner agrees that PoPF staff may, at the Owners expense, remove the Vessel from the Berth to another location.

7. VESSEL CONDITION & RIGHT TO INSPECT

- 7.1. The Owner must ensure the Vessel is inspected frequently and kept in good condition and repair. The Vessel must be kept to a high standard of appearance, and be safe and seaworthy at all times.
- 7.2. Notwithstanding the issuing of the Permit, the PoPF may refuse to allow the Vessel to berth where the PoPF considers, at its sole discretion, the Vessel is unsafe, unseaworthy, or not in keeping with the standards of the PoPF.
- 7.3. The Vessel's engines and equipment must not produce excessive or unreasonable noise or environmental pollution and must at all times be kept in a good state of repair.
- 7.4. Vessel registration and/or identification mark or name must be clearly displayed at all times.
- 7.5. The Vessel must not run auxiliary generators except for maintenance purposes and only during daylight hours.
- 7.6. The Vessel must use the following minimum mooring standards and mooring lines are the responsibility of the owner of the vessel:
 - 7.6.1. for alongside moorings, a minimum of three mooring lines (1 x stern, 1 x bow and 1 x spring) must secure the Vessel and be a standard no less than three strand rope of a diameter appropriate for securing the Vessel.

Adequate rubber fenders supplied by the Owner should also be used to protect the Vessel.

- 7.6.2. if the Vessel is moored within the yacht pen mooring, a minimum of 4 mooring lines (2 x stern, 2 x bow) of a standard no less than three strand rope of a diameter adequate for securing the Vessel.
- 7.7. If the Owner fails to moor the Vessel in accordance with clause 7.6, the PoPF may, at the Owners expense properly moor the Vessel.
- 7.8. The Vessel must not be secured to any handrail or ladder, and vehicle tyres must not be used as fenders.
- 7.9. Vessel must be cleaned out of water every 24 months.
- 7.10. The Owner will, if reasonably directed by the PoPF, clean the hull and superstructure of the Vessel at the Owner's expense.
- 7.11. No work, other than minor operational repairs or routine maintenance may be conducted on the Vessel while at the Berth without the prior written approval of the PoPF.
- 7.12. Any use of sanding, painting, welding, or fabrication works involving any power tools must be undertaken in the slipways, unless the prior written approval of the PoPF has been obtained by the Owner.
- 7.13. If the Owner breaches the obligations in this clause 7, the PoPF may at its sole discretion:
 - 7.13.1. board and relocate the Vessel; and/or
 - 7.13.2. immediately terminate the Permit.

8. BERTH OWNERSHIP

- 8.1. The Permit does not give the Owner any right of ownership of the Berth, only a right to utilise the Berth for the Term.
- 8.2. The issuing of the Permit for a particular Berth does not mean the PoPF must issue a Permit for the same Berth following a successful Renewal application.

9. DIRECTIONS

- 9.1. The Owner must at all times obey lawful directions given the by the PoPF staff.
- 9.2. The PoPF Board is empowered by section 86 of the *Local Government Act 1989 (Vic)* as a Committee of Council with delegated functions, obligations, and roles in the operation and management of the Port.
- 9.3. The Owner must obey the Act, Regulations, Council Policies, and other applicable Laws.

- 9.4. The PoPF may, at its sole discretion, temporarily restrict vessel movement in the Port and, if possible, the PoPF will provide the Owner with notice of the restriction.

10. NOTICE AND CHANGE OF DETAILS

- 10.1. The Owner must inform the PoPF within 14 days if any of the Owner's personal information or information about the Vessel becomes incorrect, incomplete, or misleading.
- 10.2. Any Notice issued by the PoPF will be provided to the Owner:
- 10.2.1. via email; postal address or in person.
- 10.3. A Notice is deemed to have been received by the Owner:
- 10.3.1. if sent by email before 5:30pm on a business day, that day, otherwise on the next business day.
- 10.3.2. if delivered to the Owner's address before 5:30pm on a business day, that day, otherwise on the next business day; or in person at the time.
- 10.3.3. if sent by pre-paid mail, on the fifth business day after posting.

11. SUBLICENSING

- 11.1. If the Vessel is to be absent from the Berth for a period of 30 consecutive days or more, the Owner must notify the PoPF that the Berth will be temporarily vacant (**Temporary Absence**). The Owner acknowledges the PoPF may, at its sole discretion, issue a Permit to a third party during a Temporary Absence.
- 11.2. Unless the Owner has obtained the prior written approval of the PoPF, if the Vessel is absent from the Berth for 180 days or more, the Berth will be deemed forfeited and the Permit will be immediately terminated.
- 11.3. The Owner is not permitted to sublicense or otherwise allow any other person or vessel to use the Berth, during a Temporary Absence.
- 11.4. The PoPF may, at its sole discretion, sublicense the Berth during a period of Temporary Absence, which includes issuing of a separate Permit for the Berth.
- 11.5. Prior to sublicensing the Berth under a Permit, the PoPF will ensure:
- 11.5.1. the suitability of the vessel for the Berth;
- 11.5.2. the owner of the vessel that will obtain the benefit of the Permit signs these Terms and Conditions; and
- 11.5.3. the Permit is issued for a period not exceeding 180 days.

12. RESIDING ON VESSEL

- 12.1. The Owner must not, and must not allow any other person to, reside on the Vessel overnight unless the person has been granted a short-term permit for overnight accommodation (**STPOA**), an application form for which may be obtained from the PoPF.

- 12.2. A STPOA will only be issued to the Owner and/or regular crew of the Vessel, for a maximum of two consecutive nights and only when the Vessel has the capacity to store all toilet effluent, bilge water, and black/greywater on board in holding tanks.
- 12.3. If the Vessel is berthed in a short-term Itinerant Berth, the restrictions in this clause on overnight accommodation will not apply provided that berthing in the Itinerant Berth has been approved by the PoPF, and only when the Vessel has the capacity to store all toilet effluent, bilge water, and black/greywater on board in holding tanks.
- 12.4. The Owner may not, under any circumstances, allow the Vessel to be rented or let for overnight accommodation under any circumstances.

13. WASTE

- 13.1. The Owner must take all reasonable precautions to prevent pollution in accordance with this clause, and is responsible for all costs associated with rectifying any breach of this clause.
- 13.2. The Owner will not:
 - 13.2.1. allow any toilet effluent, bilge water, black/greywater or other pollutant to be discharged, thrown overboard or left in the Port except in the case of emergency (ie. the Vessel is sinking);
 - 13.2.2. place or dispose of lubricant, engine oil, fuel filter, damaged or old batteries, old paint cans, thinner or solvent bottles, fire extinguishers or any other hazardous materials on site or in any PoPF waste bin.
- 13.3. If waste is released into the Port, the Owner must:
 - 13.3.1. immediately act to clean up, isolate and/or contain the release;
 - 13.3.2. notify the PoPF staff of the release; and
 - 13.3.3. pay all costs associated with the release, including but not limited to clean-up costs, legal or enforcement expenses, costs or penalties incurred.

14. DAMAGE

- 14.1. The Owner must as soon as reasonably practicable report to the PoPF any accident or incident involving the Vessel, whether or not involving any injury to any person, or any damage to property.
- 14.2. The Owner must complete a property and incident report within 24 hours of the incident.
- 14.3. The Owner will immediately on demand pay to PoPF all costs associated with any accident or incident, including damage caused to any Port property by the Owner and/or the Vessel.
- 14.4. The Owner expressly acknowledges the PoPF is not under any duty or obligation to salvage or preserve the Vessel or any of the Owner's property as a consequence of any accident, incident, defect of the Vessel, or act or failure to act of the Owner.

- 14.5. The PoPF may, at its sole discretion and at the Owners expense, remove or relocate any items recovered or salvaged following any accident or incident.

15. REFUELLING

- 15.1. The Vessel may only be refuelled at the designated fuelling berth and the Owner must at all time obey instructions posted by the PoPF in relation to refuelling Vessels.
- 15.2. The Vessel must not remain in the designated fuelling berth after refuelling is complete.
- 15.3. If the Owner intends to refuel the Vessel from a source other than the PoPF fuel bowser, the Owner must:
- 15.3.1. notify the Port Manager of the name of the Vessel and the time refuelling is proposed to occur;
 - 15.3.2. only refuel when a member of the PoPF Staff is present with a spill response kit; and
 - 15.3.3. remain on the Vessel at all times during refuelling.
- 15.4. If fuel is released into the Port, the Owner must:
- 15.4.1. immediately act to clean up, isolate and/or contain the release;
 - 15.4.2. notify the PoPF staff of the release; and
 - 15.4.3. pay all costs associated with the release, including but not limited to clean-up costs, legal or enforcement expenses, costs or penalties incurred.

16. WARRANTY & INDEMNITY

- 16.1. The Owner warrants that all information provided by the Owner is correct, complete, up-to-date, and not misleading.
- 16.2. The Owner agrees to indemnify and keep indemnified, the PoPF, Council, and PoPF staff from and against any claim, liability, or loss, including consequential loss, arising from a breach by the Owner of these Terms and Conditions, including but not limited to:
- 16.2.1. the Owner's use of the Vessel;
 - 16.2.2. the Owner's use of the Berth; and
 - 16.2.3. any safety or environmental matter in the Port.
- 16.3. The PoPF, Council, and PoPF staff will not be liable for any claim, liability, or loss suffered by the Owner for any reason, including but not limited to:
- 16.3.1. any loss or theft of items or equipment from the Vessel;

- 16.3.2. moving the Vessel in accordance with these Terms and Conditions and any applicable Law; and
- 16.3.3. any damage to the Vessel.

17. ACCESS TO BERTH

- 17.1. The PoPF may at any time and from time to time restrict, limit, or remove access to the Berth for any reason including but not limited to maintenance and repair works. The PoPF will, except where in its sole discretion considers the restriction, limitation, or removal of access is required to be immediate, provide the Owner with 7 days' notice of any restriction, limitation, or removal of access to the Berth.
- 17.2. The PoPF will not be liable if it is unable to provide use or access to, or the Owner is unable to use or access, the Berth due to an act, event or occurrence such as fire, flood, explosion, riot, war, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions and other like events that are beyond the reasonable anticipation and control of the PoPF affected despite the PoPF's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which are not attributable to the POPF's failure to perform its obligations under these Terms and Conditions (**Force Majeure Event**).

18. TERMINATION

- 18.1. The Owner may, on provision of not less than 20 days' written notice, terminate the Permit.
- 18.2. The PoPF may, on the provision of 20 days' written notice, terminate the Permit regardless of whether the Owner has breached these Terms and Conditions. If the Permit is terminated in accordance with this clause 18.2, the PoPF will reimburse the Owner a portion of the Fee on a pro rata basis.
- 18.3. The PoPF may, at its sole discretion, immediately terminate the Permit:
 - 18.3.1. in accordance with clauses 3.5.2, 4.9, 5.10, 6.3, 7.13.2, 10 and 11.2;
 - 18.3.2. if the PoPF considers, acting reasonably, that the Owner has brought the PoPF into disrepute;
 - 18.3.3. if the Vessel is seized by a third party, creditor, liquidator, receiver, or under a Court order or judgement;
 - 18.3.4. if the Owner and/or the Vessel breach the Act, Regulations, Council Policies, or other applicable Laws; or
 - 18.3.5. if the PoPF consider, acting reasonably, that it is in the interests of public safety.
- 18.4. Either the Owner or the PoPF may terminate the Permit by notice in writing to the other if a Force Majeure Event has persisted for a period of at least 20 consecutive days.
- 18.5. If the Permit is terminated in accordance with clause 18.1 or 18.3, the Owner is not entitled to any refund of any Fee paid.

- 18.6. On termination of the Permit, the Owner must as soon as reasonably practicable, but in any event within 5 days, remove the Vessel from the Berth.
- 18.7. If the Vessel has not been removed from the Berth in breach of clause 18.4, the PoPF may at its sole discretion:
 - 18.7.1. at the Owners expense, including enforcement and legal expenses, relocate the Vessel; or
 - 18.7.2. charge the Owner the current itinerant overnight visitors rate and the Owner agrees to pay that amount to the PoPF on demand.

19. LAWS

- 19.1. These Terms and Conditions and the issuing of the Permit is subject to, and is governed by, the Act, Regulations, and any other relevant Law, and the Council's General Local Law No. 1-2015.
- 19.2. If there is any inconsistency between these Terms and Conditions and the Act, Regulations, other relevant Law, the Act, Regulations or other relevant Law will prevail.
- 19.3. The Owner and the Vessel may be bound by Laws that impose additional obligations to these Terms and Conditions on the Owner, and the Owner agrees to abide by any relevant Law.
- 19.4. If the Owner breaches this clause 19, the PoPF may, at its sole discretion, immediately terminate the Permit.

20. SEMP

The Owner must at all times abide by the SEMP, a copy of which is available for inspection at the PoPF depot or online at the Council's website

REFERENCES AND LINKS

Name	Location
Port Management Act 1995	www.legislation.vic.gov.au
Port Management (Local Ports) Regulations	www.legislation.vic.gov.au
Port of Port Fairy Annual Berthing Renewal Application Form	www.moyne.vic.gov.au
Port of Port Fairy Berth Waiting List Application Form	www.moyne.vic.gov.au
Non-Compliant Berth Holder Policy	www.moyne.vic.gov.au
Port of Port Fairy Short Term / Overnight Accommodation Permit	www.moyne.vic.gov.au



PORT OF PORT FAIRY

BERTHING PERMIT RENEWAL APPLICATION - 2022/23

I make application to renew my permit to berth a vessel within the Port of Port Fairy. By signing below, I acknowledge that a permit to berth my vessel within the Port of Port Fairy is subject to the *2021 Port of Port Fairy Berthing Terms and Conditions* and further acknowledge that I have read, understand and agree to comply with the *2021 Port of Port Fairy Berthing Terms and Conditions* as provided with this application form.

Vessel Owner's Name (Please Print)	Witness Name (Please Print)
Signature	Witness Signature
Vessel Name	
Date	Date

ATTACHMENTS REQUIRED

Berthing permits are issued pursuant to section 17(2) of the *Port Management (Local Ports) Regulations 2015*. This Berthing Permit Renewal Application **must** be submitted with the following documents in order for a permit to be issued.

- This Berthing Permit Renewal Application
- Evidence of vessel registration (Current certificate of Registration)
- Evidence of adequate insurance (Current certificate of Insurance)

All permits to berth a vessel within the Port of Port Fairy are subject to the *2022 Port of Port Fairy Berthing Terms and Conditions* and berth availability.

P.T.O.



Please complete the following table to ensure the Port of Port Fairy retains accurate and up to date records and can readily contact you with regard to matters associated with the Port of Port Fairy.

If no change to details from previous year please tick this box

Home Address	
Postal Address	
Email Address	
Mobile Number	
Emergency Contact Name	
Emergency Contact Mobile Number	

The information requested on this form will be used solely by the Moyne Shire Council. We will not use your personal information for any other purpose without first seeking your consent, unless authorized or required by law. The Council may not be able to process your request unless sufficient information is given. You may apply to the Moyne Shire Council for access to and/or amendment of the information on 1300 65 65 64.



Non-Compliant Berth Holder Policy

Non-Compliant Berth Holder Policy	Policy No:	PoPF-01
	Adopted by Port Board:	<i>Aug 2021</i>
	Review Date:	<i>Aug 2025</i>
	Version No:	001
Policy/Procedure Owner:	Port Manager	
Related Policies:	Moyne Shire Debtor Management Policy	
External References:	Port Management Act 1995	

1. PURPOSE

To provide consistent and transparent process for addressing berth holders who fail to adequately comply with requirements or conditions associated with a permit to berth vessels within the Port of Port Fairy.

2. INTRODUCTION

This policy is to provide Port Management with clear, consistent direction on the process to be applied to non-compliant berth holders. It is also intended to provide transparency for berth holders or prospective berth holders to ensure the consequences of non-compliance are clearly explained.

3. SCOPE

This policy is to be applied by Port Management and applies to existing berth holders as well as prospective berth holders within the Port of Port Fairy

4. DEFINITIONS

- Agent Any Individual, individuals or entity who reasonably or realistically claims to represent the Berth Holder.
- Berth Holder Individual, individuals or entity that own a vessel physically berthed at the Port of Port Fairy or have been issued a permit to physically berth a vessel within the Port of Port Fairy.

Prospective Berth Holder Individual, individuals or entity that have applied or expressed interest in berthing a vessel at the Port of Port Fairy.

5. TRAINING REQUIREMENTS

The Port Coordinator and respective Manager are required to understand this policy and its application.

This policy is to be provided to all berth holders

This policy is to be provided to any prospective berth holder following receipt of an application to berth a vessel within the Port of Port Fairy.

6. QUALITY RECORDS

(List the documentation and records to be completed to ensure compliance with this policy)

Record	Retention/Disposal Responsibility	Location
Berthing Terms & Conditions	Port of Port Fairy Coordinator	EDRMS
Berthing Permits	Port of Port Fairy Coordinator	EDRMS

7. PROCEDURE OBJECTIVES

- To encourage prospective and existing berth holders to comply with obligations associated with berthing vessels within the Port of Port Fairy.
- To ensure all prospective and existing berth holders are aware of the implications and consequences of not complying with obligations associated with berthing vessels within the Port of Port Fairy.
- To ensure non-compliant berth holders are provided reasonable opportunity to comply with requirements when non-compliance is identified.
- To ensure non-compliance with obligations associated with berthing vessels within the Port of Port Fairy are responded to in a fair, consistent and transparent manner.

8. PROCEDURE

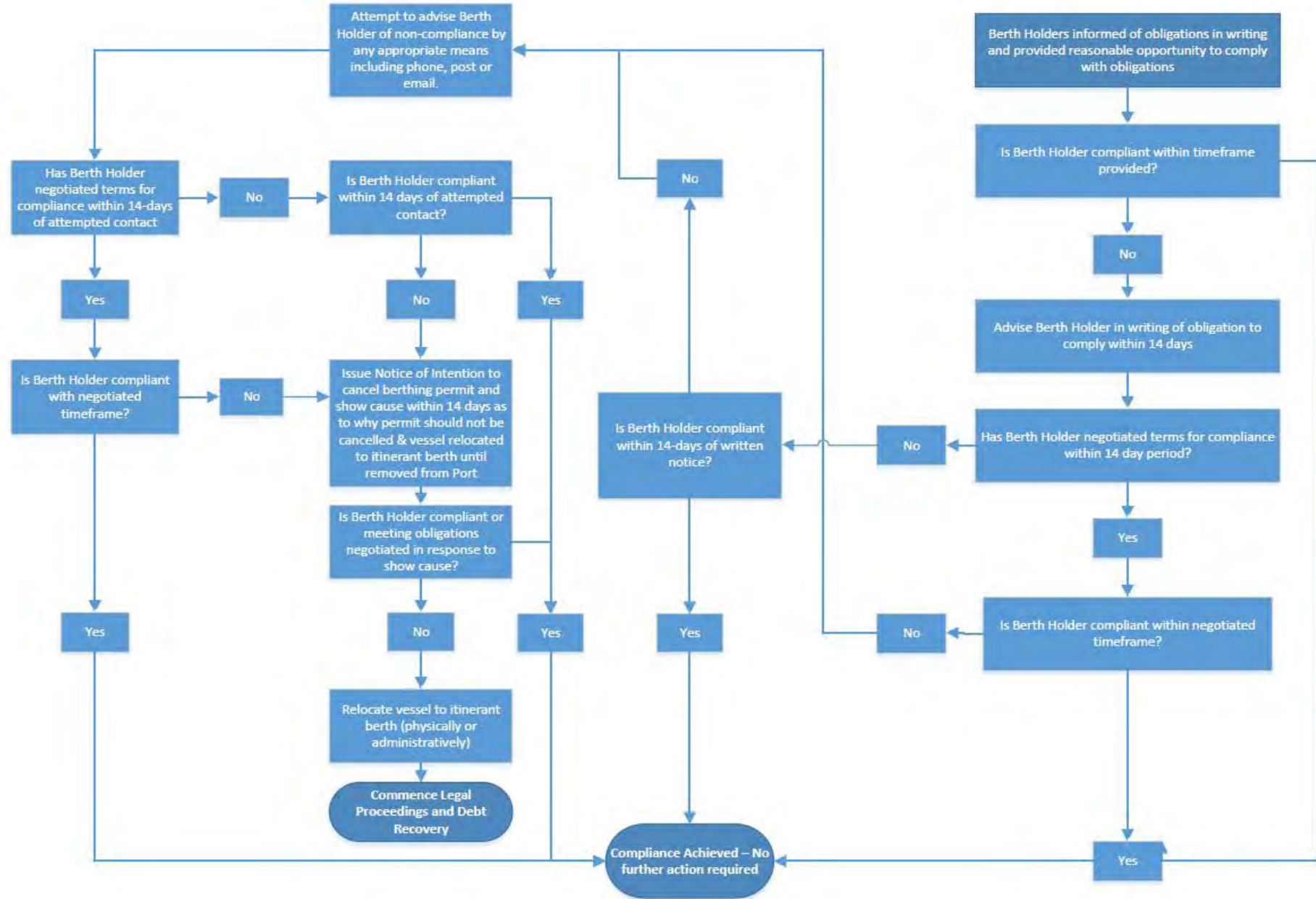
- All berth holders are to be provided with details of obligations associated with berthing vessels within the Port of Port Fairy annually via provision of the Berthing Terms and Conditions.
- Any amendments or additional obligations are to be communicated to Berth Holders in writing and in a timely manner.
- Berth Holders are to be provided reasonable opportunity to comply with changes to requirements, taking into account the nature of the changes and the time, effort or cost associated with compliance.
- Non-compliant Berth Holders are to be advised in writing when a non-compliance is detected and provided 14 days to either rectify the matter or contact the Port Coordinator to negotiate arrangements for compliance.
- If the non-compliance is not resolved or the Berth Holder fails to contact the Port Coordinator and negotiate a reasonable timeframe for compliance within 14 days, the Port Coordinator will attempt to inform the Berth Holder of the non-compliance by any appropriate means including post, email, telephone or email.
- If the subsequent attempt to contact the Berth Holder fails to resolve the non-compliance, or the Berth Holder fails to negotiate a reasonable timeframe for compliance within 14 days of the contact attempt, the Port Coordinator is to notify the non-compliant Berth Holder in writing of the Port's intention to cancel the relevant berthing permit and ask the non-compliant Berth Holder to show cause as to why the berthing permit should not be cancelled. The non-compliant Berth Holder will have 14 days to comply with requirements or negotiate a reasonable timeframe for achieving compliance. The non-compliant Berth Holder is to be advised at this point that cancellation of a berthing permit will involve the vessel being relocated to an itinerant berth with the non-compliant Berth Holder to be charged a daily itinerant berth rate.
- Should the non-compliant Berth Holder fail to comply or satisfactorily negotiate a timeframe for compliance with 14 days of the notice of intention, the Port Coordinator is to relocate the vessel to an itinerant berth. Within 7 days of the vessel being relocated, the Port Coordinator is to notify the non-compliant berth holder in writing this has occurred and if the vessel is not permanently removed from the Port of Port Fairy within 14 days, the Port will commence legal proceedings to have the vessel removed at the non-compliant berth holder's expense.

- Once the vessel is relocated to an itinerant berth, the Port Coordinator is to notify the Finance Department to commence billing the non-compliant Berth Holder at the itinerant berthing rate.
- When negotiating timeframes or standards with a non-compliant berth holder, the Port Coordinator must take into account the nature of the non-compliance and the time, effort or cost associated with achieving compliance.
- If terms for compliance cannot be successfully negotiated, a 14 day timeframe applies from the point negotiations fail.
- Any advice or request from a non-compliant berth holder or their agent to communicate by a particular means or with a particular party supersedes any relevant specification detailed in this policy.
- In addition to any other non-compliance that may be identified, Berth Holders are deemed non-compliant if:
 - Outstanding debts exceed 90 days.
 - Acknowledgement of Berthing Terms & Conditions are not signed and returned within specified timeframe
 - Evidence of adequate insurance cover is not provided within specified timeframe, or
 - Vessel is not assessed as seaworthy.

9. ATTACHMENTS

(Attach guidelines, flowcharts, process maps, etc.)

Version Number	Details of change



Attachment 4 - Marine Rescue Lighthouse Request

Subject: Re: Port of Port Fairy Delegated Committee Meeting
Date: Friday, 13 May 2022 11:40:21 AM

To The Committee of the Port Fairy Port,

Some twelve months ago Marine Rescue Port Fairy did a boat retrieval from the Warrnambool direction. It was about 11pm and we experienced great difficulty in sighting the light of Port Fairy lighthouse. On that night we were well inside four nautical miles before we could see it. Recently we did another retrieval from eighteen nautical miles out and while the light was visible from four nautical miles it was very weak and really hard to distinguish from the town lights.

This led to a training exercise specifically designed to identify the lights of the lighthouse, the river mouth entrance and the Nun buoy from four nautical miles out. We identified all the lights but the lighthouse light was the weakest. The double flash every ten seconds is the only thing that distinguishes the lighthouse from the town lights in the background.

All of the above missions were carried out in calm seas and clear nights. Should a rescue have to be carried out in moderate to rough weather the visibility of the lighthouse could decrease dramatically thereby endangering all involved.

Marine Rescue is seeking the support of the Port Committee and the Shire to increase the power output of the lighthouse to ensure the safety of our volunteers and those we are endeavouring to assist.

R Grady.

From: Swanton (DOT)
Sent: Thursday, 24 February 2022 10:22 AM
To: David Mattner

Thanks David Ill pass on to our contractors

From: David Mattner
Sent: Thursday, 24 February 2022 9:54 AM
To: Swanton (DOT)

, Good morning to you and couple of questions for you as well.

- 1) Just received some posts and signage for Yambuk. Do you have any instructions on where or how they are to be positioned?
- 2) Other issue is the light on the lighthouse at Griffiths Island. The marine Rescue haven't been out for ages as I spoke to them about checking the light at night. However I'm still getting locals saying its not bright enough. I let them know its set at 4nm. Can Amsa be contacted to check or adjust the light. I think they can power back the light to conserve the battery with the led's if so can this be looked at?

Regards



David Mattner
Coordinator, Port of Port Fairy

MOYNE SHIRE COUNCIL

From: David Mattner
Sent: Monday, 9 May 2022 9:22 AM
To: Swanton @transportsafety
Cc: Lemke
Subject: griffiths island light house light

, I've had some complaints about the brightness of the light at Griffiths Island .
It was a while ago that this was brought up and you did ask for an inspection at night which hasn't been properly achieved.

Now reports are that visibility is possible within the 4 NM range but any atmospheric conditions and back lights of the town.

VMR have had a situation where they were doing a recovery and were travelling in from the west and were in only a moderate sea state and were only able to identify light house once they were within 1NM.

Can this be identified as bit of a priority to get looked at?

Regards



David Mattner
Coordinator, Port of Port Fairy

MOYNE SHIRE COUNCIL
PO Box 51 | PORT FAIRY | VIC | 3284 | DX 28402



INSTRUMENT OF APPOINTMENT

**Moyne Shire Council
Instrument of Appointment
Chair of Port of Port Fairy Delegated Committee**

In accordance with Clause 13(2) of the Moyne Shire Council Governance Rules, the Mayor may appoint a Councillor to be the Chair of the Port of Port Fairy Delegated Committee.

As Moyne Shire Council Mayor, I hereby appoint Cr Jordan Lockett to be the Chair of the Port of Port Fairy Delegated Committee as of the date of this Instrument.

A handwritten signature in black ink, appearing to read "Cr Ian Smith". The signature is written in a cursive, slightly slanted style.

Cr Ian Smith
Mayor
Moyne Shire Council

Date: 18 May 2022

4. Port of Port Fairy Budget Update

Overview: Update of Port of Port Fairy Budget for 2021-2022

Recommendation

That the Port Board note and receive the Port of Port Fairy budget for 2021-2022

Attachment(s)

Attachment – Port of Port Fairy Budget 2021-2022

Attachment - Port of Port Fairy 2021-2022 Budget

Port of Port Fairy 2021-22 OPEX	2021-22 Adopted Budget	2021-22 Budget Update	2021-22 Actuals	2021-22 Actuals & Com'nts
1035 Port of Port Fairy Operations	(404,805)	(404,805)	(459,545)	(459,545)
1043 Port Management/Supervision	370,252	370,252	214,046	214,046
1044 Dredging and Channel Maintenance	52,000	52,000	7,988	73,442
1045 Navigational Aids Maintenance	5,500	5,500	7,904	7,904
1047 Dredge and Pipeline Maintenance	0	0	2,060	2,060
1048 Marina Maintenance	25,000	25,000	283	283
1049 Wharf Maintenance	29,000	29,000	66,621	66,621
1050 Jetty Maintenance	16,024	16,024	1,085	1,085
1051 Boat Ramp Maintenance	0	0	887	887
1052 Lg Slipway Mtce	6,000	6,000	3,180	3,180
1053 Sml Slipway Mtce	4,000	4,000	10,757	10,757
1054 Lg Slipway Operations	0	0	2,076	2,076
1055 Sml Slipway Operations	0	0	618	618
1056 Port Parks Maintenance	1,000	1,000	14,484	14,484
1057 Port Garbage and Waste Collection	8,000	8,000	6,857	6,857
1058 Port Depot Maintenance	9,300	9,300	12,476	12,476
1059 Port Plant and Equipment Maintenance	11,000	11,000	14,796	14,796
1068 Port Plant and Equipment Purchases	10,176	10,176	11,298	11,298
3430 Port - Asset Maintenance	(133,758)	(118,274)	(133,369)	(133,369)
3917 Port Refuelling Facility	(8,000)	(8,000)	14,350	14,350
4877 Fuel Bowser Upgrade	0	0	105	105
5140 South Wharf Pile Repairs	0	168,610	127,700	127,700
Grand Total			(73,342)	(7,888)

5. General Business

- Biannual Personal Interests Return



Next Meeting

Tuesday 23 August 2022