

Attachment J

Accident Prevention and Emergency Response

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J.1 Accident Prevention and Emergency Response

As outlined in Attachment C.2 the operator is to put in place an Environmental Management System (EMS) which will address such matters as Emergency Preparedness & Response in dealing with accident and emergency situations resulting in effects on the environment.

An emergency telephone contact list will be maintained at the site inspection office. This contact list shall include details with respect to the emergency services, Doctor, relevant agencies (including EPA and Kildare County Council) and management (including out of hours) for dealing with emergency response.

It is proposed that the on-site operations associated with the proposed development shall be carried out only between the hours of 08:00 hours and 18:00 hours on Mondays to Fridays inclusive and 08:00 hours to 14:00 hours on Saturdays. No operations shall be carried out on Sundays or Bank Holidays. These hours of operation are in compliance with existing planning permission P.A. Reg. Ref. 03/1773.

An emergency contact number for out of hours will be prominently displayed at the site entrance and staff members will be available in the event of an emergency call-out.

J.1.1 Emergency/Spill Response Procedures

It is considered that accidents and emergency situations resulting in effects on the environment is confined to possible emissions to groundwater in the event of a fuel spillage. As such the following Emergency/Spill Response Procedures will be put in place.

The main risk associated with oil or chemical spills is the potential for the spill to enter drains, watercourses, soils and the ground water system, causing contamination and / or fire or explosion risk.

It should be noted that significant emphasis has been placed on control and abatement measures to ensure there is no risk to surface and /or groundwater i.e.

- A mobile double skinned (integrated bunding) fuel bowser will be used to refuel mobile plant on site. The bowser will be provided with a spill tray and spill kit. The fuel bowser will be kept within an existing surfaced aggregate bay with surface runoff from the hard standing directed to a silt trap with discharge to ground via a Class I Full retention separator (Refer to Drawing D.1.7).
- No waste oil products are stored on site. Waste oils will be disposed of by a licensed waste contractor and removed off site.

- All oil barrels and lubricants will be stored on spill pallets/ spill trays.
- Spill kits will be maintained on site.
- Any inappropriate materials discovered (e.g. glass, plastic, timber, steel, etc) will be stored within the designated quarantine area awaiting removal off site by an approved waste collection contractor to an approved facility.

In the unlikely event of a spillage the following procedure will be followed:

The facility manager, or appointed nominee, is responsible for carrying out the following procedure in the event of a spillage.

1. It is the responsibility of the person who discovers the spill to:-

- Immediately contain the spill (*Only if possible and safe to do so*).
- Inform the Facility Manager or appointed nominee.

2. The Facility Manager, or appointed nominee shall:-

- Ensure all sources of ignition are extinguished
- In the event of a fire follow the Fire Safety Procedure
- Contact the appropriate emergency services if necessary
- Keep the area well ventilated if the spill is in a confined space
- Ensure that all unnecessary untrained personnel are kept well away from the scene
- Identify the material spilled and obtain the MSDS to ensure that handling and PPE requirements are clearly understood and that those containing the spill are wearing the appropriate PPE.
- Stop the spill and contain it as much as possible, use the materials provided in the Environmental Spill Kits.
- Notify the EPA, Kildare Co. Council, Fisheries Board, if necessary.
- Carryout any necessary remediation works/ and or seek appropriate professional advice.
- Any waste or contaminate materials generated during the cleanup of the spill, shall be disposed of by an appropriate licensed waste collection contractor.
- Complete an incident report

J.1.2 Fire Control

The only waste to be accepted at the facility for recovery comprises inert soils and stone, and inert construction and demolition waste. As such it is not expected that the site activities concerned are likely to give rise to any significant risk of fire.

In the event of a fire, the employee on the scene shall raise the alarm with all staff in the immediate area and confirm that all staff are present and accounted for. Assist in containing the fire using the appropriate extinguisher – only if it is safe and they are confident to do so. All personnel will have also undergone appropriate training and will be aware of potential hazards on site.

In the event where a fire cannot be controlled the appropriate emergency services will be contacted either by dialling “999 or 112” and informing the operator of which service is required. An emergency contact list shall be maintained at the site office.

The incident will also be reported immediately to the Site Foreman/Facility Manager.

If the fire is located adjacent to explosive or further flammable materials the area should be vacated immediately and personnel should retreat at a safe distance. Emergency services should be made aware of any potential hazards on site when they arrive.

A water supply will be available from an on-site groundwater well.

Fire hoses and extinguishers will be available on site.

No burning of waste will be permitted on site.

There will be no unauthorised people allowed access to the site.

J.1.3 Public Liability Insurance

A copy of the company's public liability insurance certificate is attached (Refer to Attachment J.1.3.1). It is proposed that subject to grant of the Waste Management Licence that the policy will be reviewed to ensure that the level of cover is appropriate to the environmental risks posed by the site.

J.1.3.1 Copy of Public Liability Insurance

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LLOYD'S

YOUR INSURANCE DOCUMENTS

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Lloyd's Insurance

Effected through

Roberston Low Insurances Ltd

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by

Combined Contractors Insurance (RoI)

SCHEDULE TO THE POLICY

Policy Number: B2000/OMP602280

Insurance Broker:

Naas Insurance & Finance

Insured: N & C Enterprises Ltd

Of: Blackhill
Kill
Co Kildare

(and elsewhere as required in the course of the Insured's business.)

Business: Sand & Gravel Bagging, ready mix mortar, lime mixing, distribution delivers, workshop used for repair & Maintenance of own vehicles and Waste Collection.

(and no other for the purpose of this Policy)

Limit of Indemnity:

Section A– Contractors All Risks	Not Insured
Section B – Employers' Liability	EUR 13,000,000.
Section C – Public Liability	EUR 6,500,000.
Section D – Pollution Liability	EUR 6,500,000.

Excess:

Section A – Contractors All Risks	Not Insured
Section B – Employers Liability	EUR 2,500.00 each and every claim.
Section C – Public Liability	EUR 2,500.00 each and every claim.
Section D – Pollution Liability	EUR 2,500.00 each and every claim.

Premium (EUR):

	Deposit	Minimum	Irish Government Levy (5%)
Section A – Contractors All Risks	0.00	0.00	0.00
Section B – Employers' Liability	7067.50	7067.50	353.38
Sections C and D – Public Liability and Pollution	5400.00	5400.00	270.00

The **Premium** is subject to adjustment in accordance with General Condition 1 of the **Policy**.

Section A Not Insured.

Section B

Adjustable @ 0.30 % on Clerical Wages. (€35,000)

Adjustable @ 1.25 % on All Other Employees Wages. (€320,000)

Adjustable @ 1.25% on Working Directors Wages (€3,000)

Section C & D

Adjustable @ 0.15% on Turnover. (€3,600,000)

Period of Insurance:

From: 9th March 2016

Renewal Date: 9th March 2017

To: 8th March 2017

(Both dates inclusive 12.01 am at the address of the **Named Insured**)

Applicable Wordings and Conditions (attached):

Policy Form: NMA2462 - Allied World Assurance Company Combined Contractors All Risks and Liability Insurance (ROI) IL 00002 122 (05/14) as attached.

General Definition - Territorial Limits are hereby amended to read as follows:-

"shall mean the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man".

Endorsements:

Title:

Code:

PERSONAL PROTECTIVE EQUIPMENT CONDITIONS

It is a condition precedent to the Insurer's liability under this **Policy** that

- 1 all **Employees** are made aware of the dangers of not using personal protective equipment; and
- 2 personal protective equipment is provided; and
- 3 a register is maintained which demonstrates that employees have received appropriate training and are fully conversant with the way in which to access such personal protective equipment

BONA FIDE SUBCONTRACTOR CONDITION

The **Insured** warrants that all bona fide subcontractors engaged or to be engaged by the **Insured** have in full force and effect throughout the duration of their contract with the **Insured** the following insurances:

1. Employers' Liability insurance in respect of the subcontractor's liability at law for **Bodily Injury** to any person in the employment of the subcontractor including any labour-master or labour-only subcontractor or person supplied or employed by them; and
2. Public and Products Liability insurance in respect of the subcontractor's liability at law for:
 - a) **Bodily Injury**; and
 - b) **Property Damage**with a Limit of Indemnity of at least that purchased by the **Insured** any one **Occurrence** .

The **Insured** further warrants that:

1. such insurances shall contain an Indemnity to Principals Clause; and
2. the **Insured** shall have obtained and retained a copy of written evidence of such insurances.

For the purpose of this Endorsement bona fide subcontractors means any subcontractor engaged by the **Insured** supplying both labour and materials for the purpose of the contract.

PYRITE EXCLUSION

Under Sections 3 and 4 the **Insurer** will not indemnify any liability directly or indirectly arising out of pyrite, bravoite, cattierite or vaesite.

War and Civil War exclusion clause NMA 464 (Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Radioactive Contamination and Explosive Nuclear Assemblies Clause (NMA1622)

This Policy does not cover:

a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

b) Any legal liability of whatsoever nature;

Directly or indirectly caused by or contributed to by or arising from:

- I. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- II. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920
08/10/2001

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or parts of its obligations.

LSW1001

NOTICE FOR USE ON DOCUMENTATION ISSUED UNDER FULL BINDING AUTHORITIES HELD BY IRISH COVERHOLDERS

The Insurance Cover to which this document relates was granted by the holder of a binding authority in Ireland granted on behalf of Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

Name: Robertson Low Insurances Limited
Address: No. 10, The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22, Ireland.
Tel No: 00 353 (1) 4611550

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations.

Lloyd's Underwriters' branch address in Ireland is:
Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
Ireland
Telephone No: (00 353) 1 6313 600

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) If this contract is subject to Irish law, in the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any Summons, Notice or Process shall be served upon Lloyd's Ireland Representative Limited at the address stated above.

01/11/08
LPO147E

Complaint handling arrangements

Any complaint should be addressed in the first instance to:-

Denise Behan
Robertson Low Insurances Ltd
10/12 The Courtyard
Kilcarberry Park
Nangor Road
Dublin 22
Ireland

Tel: + 353 1 461 1500
E-mail: dbehan@robertsonlow.ie

The Lloyd's managing agent Allied World Assurance Company (Europe) Limited (for and on behalf of the Underwriting members of Lloyd's Syndicate AWH2232), or the party named above that it has appointed to adjudicate on your complaint on its behalf, will acknowledge your complaint, in writing, within five business days of the complaint being made. It will also inform you of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further.

The Lloyd's managing agent Allied World Assurance Company (Europe) Limited (for and on behalf of the Underwriting members of Lloyd's Syndicate AWH2232), or the party named above that it has appointed to adjudicate on your complaint on its behalf, will provide you with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

The Lloyd's managing agent Allied World Assurance Company (Europe) Limited (for and on behalf of the Underwriting members of Lloyd's Syndicate AWH2232), or the party named above that it has appointed to adjudicate on your complaint on its behalf, will aim to provide you with its decision on your complaint, in writing, within forty business days of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within forty business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman
3rd Floor, Lincoln House
Lincoln Place
Dublin 2
Ireland
Tel: +353 1 6 620 899
Fax: +353 1 6 620 890
E-mail: enquiries@financialombudsman.ie

The complaints handling arrangements above are without prejudice to your rights in law.

01/07/15

LSW1836A

Important Notices:

All claims and notices required by the General Condition 3 - Claims Procedure – should be addressed to the Claims Administrator and the **Insurer** at the addresses shown below.

All other notices should be addressed to the **Insurer**.

Claims Administrator	Insurer
AWAC Casualty Claims Cunningham Lindsey Infinity House South County Business Park Leopardstown Dublin18 Tel: 01 2074153 Email: Casualtyclaimsireland@awac.com	General Casualty Department Allied World Assurance Company (Europe) Limited 19th Floor 20 Fenchurch Street London EC3M 3BY

You are reminded that a failure to comply with your duty to disclose all material facts accurately and completely at inception and all material changes during the period of cover could result in the contract being avoided by the **Insurer** or claims not being met. You are also reminded that claims must be promptly notified in accordance with the terms herein and that all material facts thereto must be disclosed.

Please read this document carefully to ensure it meets your requirements. Please advise the **Insurer** or your broker immediately if any of the details contained herein are incorrect.

IN WITNESS WHEREOF this Policy has been signed as follows:

100% Allied World Assurance Company (Europe) Limited (for and on behalf of the Underwriting members of Lloyd's Syndicate AWH2232)

Please notify the Insurer or your Insurance Broker immediately of any amendments required to the coverage provided by this Policy giving full details

Underwriters Authorisation

Ande Wild

**For Robertson Low
 Insurances Ltd on behalf of
 Lloyd's Syndicate
 AWH2232.**

Date: *16th March 2016*
Place: *Dublin*



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