

MEMORANDUM OF UNDERSTANDING

between

TASMANIA FIRE SERVICE

and the

ENVIRONMENT PROTECTION AUTHORITY

Regarding Responses to Land-based Oil and
Chemical Spills

February 2010

PARTIES INVOLVED IN THIS MEMORANDUM OF UNDERSTANDING

Tasmania Fire Service (TFS) – The statutory authority responsible for carrying out the functions detailed in the *Fire Services Act 1979* and which include ensuring all necessary steps are taken for the prevention and suppression of fires and for the protection of life and property in case of fire and other emergencies for the State of Tasmania.

AND

The Environment Protection Authority (EPA) – The EPA is responsible for carrying out the functions detailed in the *Environmental Management and Pollution Control Act 1994* and which include ensuring the prevention or control of any act or omission which causes or is capable of causing pollution.

1.0 AIM

The aim of this Memorandum of Understanding (MOU) is to specify the arrangements for responding to chemical spills that may impact on the natural environment.

The MOU sets out the common understanding between the parties as a voluntary statement of intent and contains the serious commitment of all parties at the time the MOU is signed and for the duration of the MOU. The MOU is not intended to create legally enforceable obligations between the parties.

2.0 SCOPE

The MOU applies to actual or potential oil and chemical spills within the State of Tasmania, excluding marine oil and chemical spills, which are dealt with under the Tasmanian Marine Oil Spill Contingency Plan and the Tasmanian Marine Chemical Spill Contingency Plan respectively, or chemicals released as a result of terrorist activity, which are dealt with under the Chemical, Biological and Radiological Security Incident Response Plan.

3.0 OBJECTIVES

Both parties share the following objectives in relation to this MOU:

- Define the roles and responsibilities of the parties in the response to chemical pollution incidents;
- Ensure the protection of human health and safety and the protection of environmental quality;
- Ensure the containment and recovery of spilled chemicals;
- Ensure that recovered chemicals are appropriately disposed of; and
- Ensure that any contamination resulting from chemical spills is appropriately investigated, remediated and safely managed.

4.0 TERM

This MOU is effective from 1 March 2010 and continues until the earlier of:

- 1 March 2013; or
- 3 months from the date of one party's notice in writing to the other party notifying of its intention to withdraw from this MOU; or
- Immediately where both parties notify each other in writing of their intention to withdraw from it.

5.0 ROLES AND RESPONSIBILITIES

5.1 Tasmania Fire Service

Role

To act as the Lead Combat Agency for response to land-based oil and chemical spills in accordance with the Tasmanian Hazardous Materials (HAZMAT) Emergency Plan.

Responsibilities

- Extinguish any fire at the incident site;
- Rescue affected persons from the contaminated area;
- Where necessary provide protective equipment and appropriate training to emergency responders from the EPA;
- Coordinate decontamination of responders and affected persons;
- Seek advice and assistance from the EPA in securing and containing hazardous substances to safeguard public health and safety and the environment;
- Provide field analysis capability for the protection of human health and safety at the incident scene;
- Where necessary, assist with sample collection for analysis; and
- Where required, assist in any investigation and subsequent prosecution.

5.2 The Environment Protection Authority

Role

To act as the Regulatory Authority for response to oil and chemical spills in accordance with the Tasmanian State Special Plan for Environmental Pollution Emergencies.

Responsibilities

- When requested by the TFS provide Incident Response advice and support;
- On request, provide advice to the TFS on the identification of the hazardous substance;
- Where necessary, provide advice and support to safely contain the hazardous substance;
- Coordinate the strategies to be employed in relation to future use of the natural (but not built) environment;
- Coordinate any investigation into breaches of the *Environmental Management and Pollution Control Act 1994* and any subsequent prosecution; and
- Coordinate any environmental investigation, remediation or ongoing environmental management work as required under provisions of the *Environmental Management and Pollution Control Act 1994*.

6.0 UNDERTAKINGS

- 6.1 The TFS, where appropriate, will notify the EPA as soon as practicable for assistance by telephoning the 24 hour Pollution and Incident Hotline on 1800 005 171.
- 6.2 The EPA, where appropriate, will notify the TFS as soon as practicable for assistance by telephoning 6230 8420.
- 6.3 Each party, where practicable, will use its best endeavours to consult with the other prior to issuing any media release.
- 6.4 Both parties undertake to give effect to the arrangements and procedures set out in this MOU.
- 6.5 Both parties undertake to establish and maintain liaison contacts to ensure the effective operation of this MOU and will advise the other party within 14 days of the signing of the MOU of the respective liaison contact to whom communication about the operation of the MOU may be addressed.
- 6.6 Both parties undertake to provide information as necessary via the liaison contacts to inform each other's staff of their roles and responsibilities in areas of potential overlap, and of any changes to the regulatory instruments overseen by them.
- 6.7 This MOU will be jointly reviewed by the liaison contacts on an annual basis or otherwise as agreed in writing between the parties.
- 6.8 In general, operational costs will be born by the individual parties. However, circumstances may arise where cost recovery may be warranted. This will be reviewed on a case-by-case basis with agreement by both parties on fair and reasonable reimbursement of incident and recovery costs.

7.0 PRIVACY

Both parties respectively:

- 7.1 Assure the other that any personal or health information as defined in the *Personal Information Protection (PIP) Act 2004* disclosed by one to the other in connection with this MOU has been collected and treated in accordance with the *PIP Act 2004*, and that its use by the organisation to which it is disclosed is authorised by the individual or by law; and
- 7.2 Agree not to use, disclose, store, transfer or handle personal information collected in connection with this MOU except in accordance with the *PIP Act 2004*; and
- 7.3 Agree to cooperate with any reasonable request of the other party relating to the protection of personal information or the investigation of a complaint about the handling of personal information.

8 CONFIDENTIAL INFORMATION


With respect to any information designated as confidential that is supplied by one party to the other in connection with this MOU, other than as required by legislation, each party agrees to:

- 8.1 Protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards; and
- 8.2 Use and reproduce confidential information only for the purposes set out in this MOU; and
- 8.3 Not disclose or otherwise make available confidential information other than to its personnel who have a need to know the information to give effect to the purposes set out in this MOU.
- 8.4 Paragraphs 8.1 to 8.3 do not apply to information which is:
 - (a) publicly known; or
 - (b) already known to the receiving party; or
 - (c) disclosed by either party to a third party without restriction.


9 AMENDMENT, VARIATION OR MODIFICATION

- 9.1 This MOU may be amended, varied or modified by a further MOU made in writing and duly signed by both parties.
- 9.2 Notwithstanding the above, schedules to this MOU may be added, amended, varied or modified by the insertion of one or more new schedules duly signed by both parties.
- 9.3 Schedules to this MOU may be removed by agreement between the parties. Such agreement is to be attested by a note to that effect, duly signed by both parties and appended to this MOU.

Executed on behalf of the TFS by Michael Brown, Chief Officer, .

Signature: Date: 05/03/10

Executed on behalf of the EPA by Warren Jones, Director, EPA.

Signature: Date: 24/2/10