



MEMORANDUM OF UNDERSTANDING

BETWEEN

SYDNEY WATER CORPORATION

AND

FIRE AND RESCUE NSW

October 2015

1. Introduction

- 1.1 This Memorandum of Understanding (MoU) between Sydney Water Corporation (Sydney Water) and Fire and Rescue NSW (FRNSW) reflects the requirements of clause 9.4 of Sydney Water's Operating Licence 2015-2020 and is not intended to be legally binding unless expressly stated otherwise.
- 1.2 Sydney Water's responsibilities are to provide drinking water, wastewater services and some stormwater services to Sydney, the Blue Mountains and the Illawarra communities, in accordance with the *Sydney Water Act 1994*.
- 1.3 FRNSW is responsible for the provision of fire and rescue and hazmat services in cities across NSW in accordance with the *Fire Brigades Act 1989* and the *State Emergency and Rescue Management Act 1989*.
- 1.4 The existing relationship between FRNSW and Sydney Water is currently based on over a century of support by Sydney Water to the custom and practice historically employed by FRNSW at fires.

2. Parties to the Memorandum

- 2.1 The parties to this MoU are Sydney Water and FRNSW.

3. Principles and objectives of the MoU

- 3.1 This MoU is to provide a basis for a co-operative relationship between Sydney Water and FRNSW.
- 3.2 This relationship is established with the purpose of achieving the following objectives:
 - develop the roles and responsibilities of the parties as they relate to each other;
 - identify the needs and constraints of each party as they relate to each other;
 - identify and develop strategies that provide for efficient and effective provision of water consistent with the goals and statutory obligations of each party.
- 3.3 The parties share a common goal to identify and develop strategies that aim to provide the community with the most cost effective means of providing firefighting water. In developing these strategies, consideration is to be given to existing regulation and the capabilities and obligations of other agencies and the community.
- 3.4 The parties intend to establish and maintain open and effective communication through the structures and processes established by this MoU.

4. Structures and Processes

4.1 Strategic Liaison Group

- 4.1.1 Sydney Water and FRNSW will establish a Strategic Liaison Group (SLG) containing not less than two representatives from each party nominated by the Managing Director of Sydney Water and the Commissioner of FRNSW (the parties' respective Chief Executives).
- 4.1.2 The intention is that the SLG shall meet annually, unless agreed otherwise by both parties.
- 4.1.3 The purpose of the SLG is to:
 - discuss broad principles and objectives underlying this MoU
 - monitor the progress in implementing this MoU
 - consider strategic issues and exchange strategic planning information relevant to the objectives of this MoU
 - provide directions to the Fire Fighting Working Group as appropriate
 - review recommendations from the FFWG and, where appropriate, endorse recommendations and provide the endorsement to the parties' respective Chief Executives for their consideration.

4.2 Fire Fighting Working Group

- 4.2.1 Sydney Water and FRNSW will establish and operate the Fire Fighting Working Group (FFWG).
- 4.2.2 Specific membership of the FFWG will be as agreed between the parties from time to time. The chairperson of the FFWG will alternate per meeting between representatives of each party. Other bodies can be invited to attend a meeting of the FFWG from time to time to assist in deliberations.
- 4.2.3 The intention is that the FFWG shall meet quarterly, unless agreed otherwise by both parties. The FFWG shall specify the procedure for calling its meetings and the manner in which business is to be conducted at, and in relation to, those meetings.
- 4.2.4 It is intended that the role of the FFWG will be to:
- Identify and consider issues relevant to achieving the objectives stated in Section 3 of this MoU.
 - Consider any direction from the SLG.
 - Make recommendations to the SLG where required by the SLG or a party's Chief Executive.
 - Develop and lead the implementation of formal business arrangements and strategies across the two organisations.
 - Where appropriate, engage and consult with other stakeholders to better enable the FFWG to recommend wider strategies to the SLG.
- 4.2.5 The FFWG will consider the need for formal binding arrangements to be put in place between the parties regarding:
- the sharing of information, for example, water network information or fire incidents
 - design of new, replacement or upgraded water network assets
 - efficient means of accessing water from the network
 - planning of water network maintenance,
- and if considered necessary, implement such formal arrangements.
- 4.2.6 The parties are to agree to the format and timing for Sydney Water to provide a report detailing its water network performance regarding water availability for firefighting.

4.3 Exchange of Information and Data

- 4.3.1 In recognition of the spirit of co-operation embodied in this MoU and to enable both parties to more effectively carry out their statutory functions, each party agrees to share or supply relevant data and information and provide updated information where necessary.
- 4.3.2 It is intended that the information and data held by each party shall be made available on request from the other party, subject to relevant statutes and internal policies.
- 4.3.3 Each party will endeavour to supply such information in a reasonable timeframe, given the level of complexity of the requested information, and in the form requested, as far as possible.

4.4 Confidentiality

- 4.4.1 Both parties agree to preserve the confidentiality of the information received pursuant to this MoU, and this clause is intended to be legally binding on the parties.

4.5 Dispute Resolution

- 4.5.1 It is intended that any issue or dispute that arises between the parties under this MoU will initially be addressed at the lowest management level possible. Either party will refer issues that cannot be resolved at a local level to the SLG or more senior officers (including the Chief Executives) as appropriate.

5. Term and Amendments to this MoU

- 5.1 This MoU commences on the date which both parties' have signed this MoU and remains in force until amended or replaced.
- 5.2 When Section 9.4 of Sydney Water's Operating Licence 2015-2020 is replaced or amended, the parties shall meet to discuss revising or ceasing the MoU as required.
- 5.3 The parties intend to review, amend or replace this MoU at either party's request to do so.
- 5.4 The timeframe and who will oversee any process of review, amendment or replacement of this MoU may be agreed at the commencement of that process.

6. Representatives

Correspondence regarding this MoU please refer to the following:

For FRNSW;

Chief Superintendent Greg Buckley
Assistant Director Fire Safety
Community Safety Directorate
Fire and Rescue NSW
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For Sydney Water;

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Sydney Water-FRNSW Memorandum of Understanding

This Memorandum of Understanding is made between Fire and Rescue NSW and Sydney Water Corporation on the 1st day of December 2015.

SIGNED for and on behalf of Fire and Rescue New South Wales

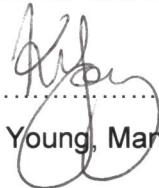

.....
Greg Mullins, Commissioner
Witness to the above signature:


.....
(Signature)

SANDRA GARCIA
.....
(Print name)

Level 10, 227 Elizabeth Street
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.....
(Address)

SIGNED for and on behalf of the Sydney Water Corporation


.....
Kevin Young, Managing Director

Witness to the above signature:


.....
(Signature)

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(Print name)

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