

Waterways Committee Meeting Agenda
Annual Joint Meeting of Marshfield and Scituate Waterways Committees

Date: Wednesday, February 1, 2017

Location: Seth Ventress Hall
76 South River Street
Marshfield, MA
Second Floor

Time: 7:00 pm to 9:00 pm

Agenda

1. Approval of the Minutes of the Marshfield Waterways Meeting December 7, 2016.
2. A joint discussion of the status of the proposed Memorandum of Understanding between the Towns of Marshfield and Scituate with regard to our joint responsibilities of shared waterways. Possible recommended future course of action to move the MOU along to conclusion.
3. A joint discussion of future South River dredging. Permitting progress? Spoil disposition? Other considerations? Action items?
4. A joint discussion of any other issues or concerns regarding our shared waterways (North and South Rivers).
5. Agree on a date and location for our 2018 Joint Meeting
6. Adjourn

Documents Presented at the Meeting - see next page please

Proposed Areas of Cooperation between Marshfield and Scituate
with regard to Shared Waterways

Mission

A formal partnership between the towns of Marshfield and Scituate should be established with the following intended mission in mind: to share equally in all matters related to:

Common area shared permitting, dredging and maintenance

Patrols of the common waterways

Mutual Aid Participation

Aids to Navigation maintenance

Shellfish Management

Pump-outs

Grant Writing

Definition of Common Waterways

From a point three miles due East the mouth of the North River traveling west to the first bend at Neal Gate Road. Furthermore from the mouth of the North River traveling south on the South River to the Rexhame Beach parking lot.

The Scituate Waterways Committee, at their meeting on January 7, 2015 has approved the above recommended areas of cooperation, and is in the process of making a recommendation to the Scituate Selectman that they do the same.

The Marshfield Waterways Committee, at their meeting on January 7, 2015, has also approved the above recommended areas of cooperation.

Respectfully Submitted
Marshfield Waterways Committee
January 8, 2015

See next page for a second document

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MARSHFIELD WATERWAYS COMMITTEE
AND THE
SCITUATE WATERWAYS COMMISSION
MATTERS OF COMMON WATERWAYS**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the Town of Marshfield, acting by and through the Marshfield Waterways Committee, a municipal advisory committee appointed by the Town of Marshfield Board of Selectmen, pursuant to Article 32 of the General Bylaws of the Town of Marshfield, with a usual address of 870 Moraine Street, Marshfield, MA 02050 and the Scituate Waterways Commission, a municipal advisory committee appointed by the Town of Scituate Board of Selectmen with a usual address of 600 Chief Justice Cushing Highway, Scituate, MA 02066.

WHEREAS, there exists in the Town of Marshfield, a seven (7) member advisory board appointed by the Board of Selectmen known as the Marshfield Waterways Committee (“MWC”) to protect and preserve the public's rights of the use and enjoyment of the Town's waterways, to protect the natural resources along and in the waterways and to promote safe navigation within the Town of Marshfield's waterways;

WHEREAS, there exists in the Town of Scituate, a Scituate Waterways Commission (“SWC”), currently comprised of six full members and two associate members, which functions as an advisory group reporting to the Board of Selectmen, whose charge includes the planning and growth of our harbor and waterways and the discussion of initiatives to improve waterways for the commercial fleet, recreational boaters, and anyone using these natural resources in the Town of Scituate;

WHEREAS MWC and SWC have met with one another for the purposes of discussing the towns’ respective “Common Waterways” which the MWC and SWC agree extends from a point three miles due East the mouth of the North River traveling west to the first bend at Neal Gate Road and also from the mouth of the North River traveling south on the South River to the so-called Rexhame Beach parking lot. In these two areas of the North and South Rivers, the

land on opposite sides of the rivers and through the midpoint of said rivers falls within the respective territorial boundaries of the towns of Marshfield and Scituate.

WHEREAS MWC and SWC believe that it is in the mutual best interest of the towns to adopt a Memorandum of Understanding (1) to enhance communication, coordination, and collaboration between the towns with respect to the Common Waterways, (2) to facilitate the implementation of certain recommendations made in a “Waterways, Rivers and Harbors Plan prepared as an initiative of the MWC in cooperation with the Urban Harbors Institute of the University of Massachusetts at Boston produced for the Town of Marshfield and shared with Scituate, and (3) to establish recommended procedures, policies and regulations on matters affecting the safety, navigation, recreational activities, fishing interests, natural resources and the planning and management of the Common Waterways all for the purpose of more broadly ensuring better management of and access to these waterways; and,

WHEREAS MWC and SWC believe that a Memorandum of Understanding specifically on the topics of Mutual Aid, Maintenance of Aids to Navigation, Shellfish Management, Pumpouts, and Grant Writing would be beneficial to the towns of Marshfield and Scituate.

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, MWC and SWC hereto agree as follows:

1. **MUTUAL AID:** The MWC and SWC agree that in part the purpose of this Memorandum shall be to provide for mutual aid¹ and assistance between the towns of Marshfield and Scituate to provide services to prevent and combat the effects of a casualty incident or emergency and disasters as defined in Chapter 639 of the Acts of 1950 in and along the Common Waterways when a Common Waterways emergency has been declared and local resources are insufficient to meet this unusual need. The towns of Marshfield and Scituate agree that the safety and well being of a community will best be protected through the concerted efforts of multiple governments providing assistance to one another. The promotion and coordination of this assistance through this Memorandum of Agreement is desirable for the effective and efficient provision of mutual aid and assistance. To this end the communities will create a formal Mutual Aid Agreement for Common Waterways emergencies.

2. **AIDS TO NAVIGATION:** The MWC and SWC agree to share equally the costs and expenses associated with installing and maintaining appropriate aids to navigation on Common

¹ Mutual Aid means aid to another local government in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public safety and welfare and in the context here as it relates to the Common Waterways.

Waterways, including also appropriate aids to commercial and recreational vessels and boats, personal watercraft, and other forms of motorized and non-motorized vessels in and along the Common Waterways and also informational signs restricting the speed and limitations on access.

3. **SHELLFISH MANAGEMENT:** The MWC and SWC agree to share equally the costs and expenses associated with the requirement of the Clean Water Act and the No Discharge Zone in the North and South Rivers

4. **PUMPOUTS:** The MWC and SWC agree to share equally the costs and expenses associated with _____ along the Common Waterways.

5. **GRANT WRITING:** The MWC and SWC agree to share equally the costs and expenses associated with the application process pertinent to grant writing for our common waterways. Examples might be dredging, beach nourishment, sea rise, aquaculture, storm water runoff and water quality.

6. **PERMITTING AND ENGINEERING :** The MWC and the SWC agree to share equally the costs and expenses of mutually shared dredging projects.

7. **CONFLICT OF LAW.** Nothing in this Agreement is intended to conflict with current laws or regulations of the Towns of Marshfield or Scituate, the laws of the State of Massachusetts, or laws of the United States of America. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

8. **EFFECTIVE DATE.** The terms of this Agreement will become effective on the date it is signed by all parties.

9. **MODIFICATION.** This Agreement may be modified upon the mutual written consent of the parties.

10. **TERMINATION.** The terms of this Agreement will remain in effect for two years after the effective date. The parties will review the Agreement every two years and may extend or alter the Agreement in two-year increments by written mutual agreement. All alterations will be documented in a letter, signed by cognizant representatives of both parties, and appended to each party's copy of the original Agreement. The parties will determine at each review whether the alterations require the agreement to be rewritten. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

APPROVED BY:

TOWN OF MARSHFIELD

BY: Phillip A. Tavares
Police Chief

BY: Robert Galvin
Marshfield Town Counsel

BY: Board of Selectman, Chairman

APPROVED BY:

TOWN OF SCITUATE

BY:
Police Chief

BY: James Toomey, Esq.
Scituate Town Counsel

BY: Board of Selectman, Chairman

Respectfully Submitted,

Michael J. McNamara
Chairmen Marshfield Waterways Committee