

**CENTRAL PLYMOUTH COUNTY  
WATER DISTRICT COMMISSION**

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**MEMORANDUM OF UNDERSTANDING**

**Between the  
DIVISION OF MARINE FISHERIES  
and  
the CENTRAL PLYMOUTH COUNTY WATER DISTRICT  
COMMISSION**

**Regarding  
Storage and Maintenance of a Hydraulic Dredge and Related  
Equipment**

The parties to this Memorandum of Understanding ("MOU") are the Division of Marine Fisheries ("DMF") within the Department of Fish and Game ("DFG") and the Central Plymouth County Water District Commission ("CPCWDC") (collectively the "Parties").

WHEREAS, the management of river herring and other sea-run fish in Southeastern Massachusetts is the responsibility of DMF, and the restoration of these natural resources and their aquatic habitats is a long-term goal of DMF, DFG and numerous local, state and Federal partners.

WHEREAS, the maintenance of water circulation within the lakes, ponds, and streams within the Central Plymouth County Water District to maintain and improve these water bodies for the purposes of water supply, ecological services, and recreation is a long-term goal of the CPCWDC; and

WHEREAS, in anticipation of efforts to improve water quality and circulation in these water bodies for native and diadromous species, the CPCWDC intends to acquire a Hydraulic Dredge and related equipment, and

WHEREAS, the CPCWDC has no facilities and staff to store and maintain a Hydraulic Dredge and related equipment, and

WHEREAS, the DMF has facilities, equipment, and staff capable of storing, maintaining, and operating a Hydraulic Dredge and related equipment; and

WHEREAS, the CPCWDC intends to allow the usage of the Hydraulic Dredge and related equipment by any government body or non-profit entity within Massachusetts who uses

it to improve waterways for the purpose of diadromous fish passage, ecological restoration, mosquito control, and water supply improvements (and has the necessary permits to do so); and

NOW, THEREFORE, DMF and the CPCWDC enter into this MOU and agree to the following terms:

1. The DMF authorizes the CPCWDC to deliver and store the Hydraulic Dredge and related equipment as determined by DMF to either the New Bedford or Sandwich DMF facilities;
2. The CPCWDC authorizes the DMF to operate, maintain, and repair the Hydraulic Dredge and related equipment;
3. The Parties agree on the following cost-sharing approach with respect to the Hydraulic Dredge and related equipment:
  - DMF, on its own, will provide storage, maintenance, and operations services. DMF may limit its operations services to uses that fall within its mandate, at the sole discretion of DMF
  - CPCWDC will, on its own, purchase the Hydraulic Dredge and related equipment
  - CPCWDC will, upon advice from DMF and on its own, purchase necessary materials and equipment needed for the maintenance and repair of the Hydraulic Dredge and related equipment;
  - Nothing in this agreement shall obligate CPCWDC to incur costs to maintain, repair, or replace the Hydraulic Dredge and related equipment on a continuing basis.
  - Nothing in this agreement shall prevent CPCWDC from charging fees or otherwise recovering costs for the use of the Hydraulic Dredge and related equipment
  - Nothing in this agreement shall obligate either DMF or CPCWDC to obtain any permits for any particular use of the Hydraulic Dredge and related equipment. Each user will be responsible for obtaining individual permits for each use.
4. Upon the delivery of the Hydraulic Dredge and related equipment to DMF facilities, the DMF will store the Hydraulic Dredge and related equipment in a safe and secure manner. DMF will provide CPCWDC with staff contacts for the purpose of scheduling the use, advising on the maintenance status, and notifications of use requests for use of the Hydraulic Dredge and related equipment. CPCWDC shall, upon advice from DMF, coordinate annually on a schedule for the use of the Hydraulic Dredge and related equipment.
5. A formal operation and management plan will be drafted in coordination with CPCWDC and DMF that guides annual operations, safety protocols and maintenance. A working draft O&M plan shall be prepared within six months of delivery of the Hydraulic Dredge and finalized after two years of experience gained from field use.
6. No amendments shall be made to this MOU unless agreed to in writing by the Parties.

7. This MOU shall become effective upon the date of the last signature to the MOU, and shall be effective for a term of three (3) years, at which time, by mutual consent, it may be renewed by the Parties, modified by the Parties, or terminated by the Parties.
8. Should the MOU be terminated, the DMF agrees to grant the CPCWDC a period of six (6) calendar months to determine the disposition of the Hydraulic Dredge and related equipment, and shall grant access to CPCWDC with reasonable notice.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

**Department of Fish and Game**

  
Ronald Amidon, Commissioner

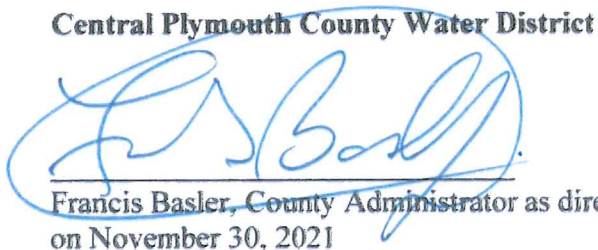
Date: 5/3/22

**Division of Marine Fisheries**

  
Dan McKiernan, Director

Date: 5/3/22

**Central Plymouth County Water District**

  
Francis Basler, County Administrator as directed by the CPCWDC Commissioners as per the vote on November 30, 2021

Date: 2/7/22