

# MEMORANDUM OF UNDERSTANDING

by and between

**Merrimack Valley Planning Commission and 15 member municipalities of Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, and West Newbury**

to establish the

## **MERRIMACK VALLEY STORMWATER MANAGEMENT COLLABORATIVE**

### **Purpose:**

The purpose of this Memorandum of Understanding (MOU) is to establish the Merrimack Valley Stormwater Management Collaborative through a formalized agreement by and between the Merrimack Valley Planning Commission (MVPC) and its 15 member municipalities of Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, and West Newbury. By signing this agreement, each party agrees to work cooperatively, where feasible and mutually beneficial, to address stormwater pollution and improve water quality through increased communication, coordination, and collaboration on a regional level.

This MOU does not create enforceable legal obligations, but rather is an expression of intent by the signatories to work as partners on stormwater management issues of common interest and concern. Through this partnership, it is anticipated that the participating municipalities will identify and take advantage of opportunities to increase efficiency, reduce duplication of effort, and achieve cost savings in the development and implementation of their federally (EPA) mandated NPDES Small MS4 Stormwater Management Programs (SWMPs).

**Whereas**, MVPC works with its 15 member municipalities to support and enhance environmental quality and protection, and provides technical assistance in facilitating and implementing projects that further the interests of the member communities and the Merrimack Valley region as a whole; and,

**Whereas**, MVPC has received funding from a state Community Innovation Challenge (CIC) Grant to assist its 15 member municipalities in establishing and implementing the Merrimack Valley Stormwater Management Collaborative; and,

**Whereas**, the 15 member municipalities operate within separate jurisdictional boundaries as outlined in the State Constitution, while stormwater management and water quality improvement initiatives are often most efficiently and effectively conducted through joint actions that cut across individual municipal boundaries; and,

**Whereas**, the 15 member municipalities and MVPC mutually desire to mitigate stormwater pollution and protect and enhance water quality and water resources throughout the Merrimack Valley region to the extent practicable,

**Now, therefore, the parties do hereby agree as follows:**

MVPC and the 15 member municipalities hereby establish the Merrimack Valley Stormwater Management Collaborative ("Stormwater Collaborative") for purposes of addressing common stormwater problems and needs through a regional approach that conserves financial resources and fosters intermunicipal communication, coordination, and cooperation. Consistent with the requirements of the CIC Grant to MVPC, the Stormwater Collaborative will undertake many of the public education, employee

training, database development, infrastructure mapping, and procurement tasks that are necessary for implementing EPA-compliant municipal stormwater management programs (SWMPs). These tasks include:

- Task 1. Developing the framework for establishing local/regional stormwater utilities as a funding mechanism to support sustainable, effective, EPA-compliant local stormwater management programs (SWMPs). [Note: the goal of this task is not to establish stormwater utilities, but rather to provide interested communities with the information and tools needed to establish a stormwater utility should they choose to do so.]
- Task 2. Standardizing and incorporating existing local stormwater infrastructure information into a comprehensive, web-based GIS database and mapping system that is both user-friendly and accessible to all participating communities. The regional Stormwater Collaborative will build upon the mapping work already completed under the existing MS4 Permit by creating a regional GIS-based inventory and map. Upon release of the new EPA MS4 Permit for Massachusetts, the Collaborative will work together to address new EPA requirements as efficiently as possible.
- Task 3. Developing standard templates for local stormwater codes, policies, and procedures associated with operating and maintaining municipal stormwater systems. These will include the proper storage of materials and chemicals, best inspection practices, de-icing practices, water sampling protocol, and spill prevention and cleanup. The collaborative will also focus on cutting edge best practices in stormwater management, such as the use of green infrastructure.
- Task 4. Designing and conducting a comprehensive stormwater training program for local personnel, focusing on pollution prevention and good housekeeping practices for municipal operations and facilities. Trainees will receive a "Certificate of Completion" issued by MVPC as evidence of participation and for incorporation in local NPDES MS4 Annual Reports to EPA and MassDEP
- Task 5. Designing and conducting a multi-faceted stormwater public education program, with targeted messaging for four distinct Merrimack Valley audiences: (1) residents, (2) businesses, institutions, commercial facilities, (3) industrial facilities, (4) real estate developers. This program will inform residents and businesses of the problems associated with stormwater and other nonpoint source pollution. Activities will include identifying the daily activities that contribute to pollution, and outlining ways in which residents and businesses may modify their behavior to reduce such pollution.
- Task 6. Preparing Request for Proposals (RFP) templates for procurement of common stormwater management services, equipment, and supplies (e.g., catch basin inspections and cleaning, outfall catchment area mapping, impervious surfaces mapping, illicit discharge detection and elimination, dry- and wet-weather sampling, etc.)
- Task 7. Preparing a 'Sustainability Plan' to ensure the Merrimack Valley Stormwater Collaborative's viability and effectiveness over the long term.

#### **Responsibilities:**

Merrimack Valley Planning Commission (MVPC): MVPC will provide organizational and technical assistance to the Merrimack Valley Stormwater Management Collaborative, and will serve as the Stormwater Collaborative's administrative staff.

Municipalities of Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, and West Newbury: the aforementioned 15 municipalities will actively participate in the Stormwater Collaborative through joint initiatives at the regional level, utilizing a shared approach that includes best stormwater

management practices, policies, and protocols. Based on the availability of local funding, each community will continue to fund capital improvements to its stormwater infrastructure, including equipment, maintenance, materials and services. However, cost savings will be realized through economies of scale and increased buying power leveraged through joint procurement at the regional level.

**Organizational Structure:**

The Stormwater Collaborative will be overseen by the DPW Directors Subcommittee of the Merrimack Valley Mayors and Managers Coalition (MVMMC), with equal representation from each of the 15 participating municipalities. The DPW representatives will participate in Stormwater Collaborative deliberations, conducted as part of regularly scheduled DPW Directors meetings, and will guide the initiatives undertaken by the Stormwater Collaborative as outlined in this MOU.

**Amending the MOU:**

Amendments to this MOU may be made at any time by mutual written agreement of the MOU signatories.

**Terminating the MOU:**

A party may terminate its participation in this agreement, without penalty or liability, after providing a 30-day written notice to the other parties to the agreement.

**Effective Date of the MOU:**

This MOU shall become effective on June 1, 2014 and will remain in effect for all parties unless and until it is formally terminated.

**Signatories of MOU:**

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Mayor, City of Amesbury

7/11/14  
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Town Manager, Town of Andover

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Chair, Board of Selectmen, Town of Boxford

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Chair, Board of Selectmen, Town of Georgetown

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Chair, Board of Selectmen, Town of Groveland

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Mayor, City of Haverhill

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Mayor, City of Lawrence

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Chair, Board of Selectmen, Town of Merrimac

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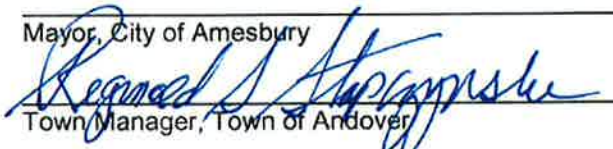
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_____ Mayor, City of Amesbury	_____ Date
 Town Manager, Town of Andover	_____ Date 5/14/14
_____ Chair, Board of Selectmen, Town of Boxford	_____ Date
_____ Chair, Board of Selectmen, Town of Georgetown	_____ Date
_____ Chair, Board of Selectmen, Town of Groveland	_____ Date
_____ Mayor, City of Haverhill	_____ Date
_____ Mayor, City of Lawrence	_____ Date
_____ Chair, Board of Selectmen, Town of Merrimac	_____ Date

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Chair, Board of Selectmen, Town of Boxford

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Chair, Board of Selectmen, Town of Georgetown

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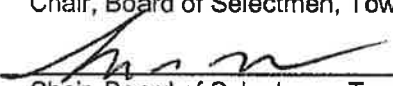
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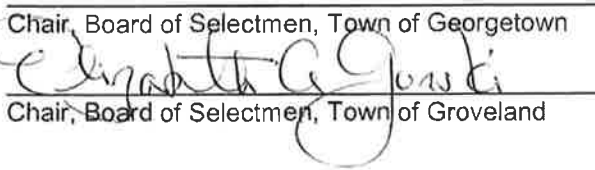
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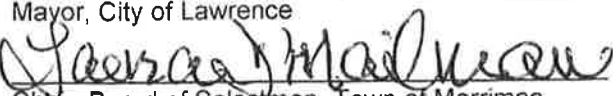

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Mayor, City of Lawrence	Date
	
Chair, Board of Selectmen, Town of Merrimac	Date

Stephen M. Zanni  
Mayor, City of Methuen

6/4/14  
Date

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Chair, Board of Selectmen, Town of Newbury

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Mayor, City of Newburyport

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Town Manager, Town of North Andover

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Chair, Board of Selectmen, Town of Rowley

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Town Manager, Town of Salisbury

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Chair, Board of Selectmen, Town of West Newbury

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Executive Director, Merrimack Valley Planning Commission

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Mayor, City of Methuen

  
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Town Administrator, Town of Newbury

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Mayor, City of Newburyport

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Executive Director, Merrimack Valley Planning Commission

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Mayor, City of Methuen

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Chair, Board of Selectmen, Town of Newbury

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*Donna D. Hladky*  
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Mayor, City of Newburyport

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Date *7/21/14*

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Town Manager, Town of North Andover

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Chair, Board of Selectmen, Town of Rowley

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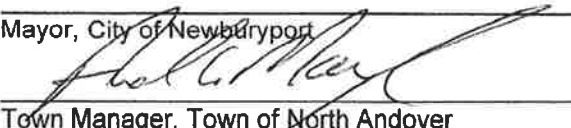
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Mayor, City of Methuen

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Chair, Board of Selectmen, Town of Newbury

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Mayor, City of Newburyport

  
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Town Manager, Town of North Andover

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7/8/14

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Chair, Board of Selectmen, Town of Rowley

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Town Manager, Town of Salisbury

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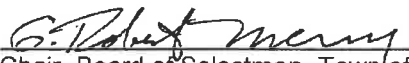
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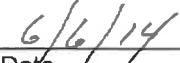
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Mayor, City of Newburyport

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Town Manager, Town of North Andover

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Chair, Board of Selectmen, Town of Rowley

  
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Town Manager, Town of Salisbury

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Chair, Board of Selectmen, Town of West Newbury

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Executive Director, Merrimack Valley Planning Commission

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Mayor, City of Methuen

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Mayor, City of Newburyport

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Town Manager, Town of North Andover

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Chair, Board of Selectmen, Town of Rowley

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Date

*Neil J. Hurling*  
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Town Manager, Town of Salisbury

*7/7/14*  
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Date

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Chair, Board of Selectmen, Town of West Newbury

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Executive Director, Merrimack Valley Planning Commission

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Town Manager, Town of North Andover

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Board of Selectmen, Town of Rowley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager, Town of Salisbury

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Board of Selectmen, Town of West Newbury

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Executive Director, Merrimack Valley Planning Commission

\_\_\_\_\_  
Date