

TOWN OF WELLFLEET MARINA AND HARBOR RULES AND REGULATIONS

Effective 1/11/2011

The Town of Wellfleet welcomes those who will use the facilities and services of the Wellfleet Marina. For the benefit of all who use these facilities, the following Rules and Regulations have been established.

1. DEFINITIONS

“Berth”- the space allotted to a vessel tied up at the L-Pier.

“Enforcing Agent”- Harbormaster, Assistant Harbormaster, and the Wellfleet Police Department.

“Fee Schedule”- a fee schedule for all charges relating to the Marina. This will be published by February 1st of each year beginning in 2011. Checks or money orders should be made to the Town of Wellfleet and paid to the Harbormaster or his assistant. The schedule will be posted on the Town of Wellfleet’s website under the Marina heading and in the Harbormaster’s office.

“Harbor” shall hereinafter refer to the embayment or bay defined as the area from Billingsgate Shoal to Jeremy Point to Great Island around to Lieutenant Island to the Wellfleet/Eastham town line and back to Billingsgate Shoal.

The “Harbormaster” is the person authorized to supervise the Marina and Harbor and enforce the Rules and Regulations relating to both. The duties and responsibilities of the Harbormaster herein stated conform to the Harbormaster duties and responsibilities as stated in applicable sections of Massachusetts General Laws, Chapter 90B, Chapter 91 and Chapter 102.

“Lease”- a contract granting the seasonal use of a slip, berth, or mooring to vessel owners in the Marina or Harbor. This may be renewed as indicated in the Marina and Harbor Rules and Regulations.

“Length” or “LOA (Length Over All) shall refer to the horizontal distance between the outboard side of the foremost part (bow) of the hull and the outboard side of the aftermost part (stern) of the hull. It does not include bowsprits, rudders, or other similar fittings and attachments that are not part of the hull envelope.

The "Marina" is a collection of wharves, docks, slips, and moorings designed around a protective sea-wall located within the area of Chipman’s Cove, Duck Creek, and extending to a line from the outer end of the breakwater to the first groin northwest of the L-Pier in Wellfleet Harbor.

“Mooring”- space allotted in the Marina or Harbor for securing a vessel by anchor.
"Owner"- the owner of any vessel berthed, moored, docked or using the Marina or Harbor or the authorized representative of the owner.

“P & I insurance”- property and indemnity insurance for vessel owners, contractors, and charterers against liability arising out of the operation of the vessel for loss of life of any person, illness or injury to passengers and crew, damage to cargo while loading carrying or unloading cargo, damage to piers and docks, and removal of wreckage as required by law.

“Rental Agreement”- short term rental agreement allowing transient vessels access to a slip, berth, or mooring on a daily or weekly basis

“Resident”- any individual able to demonstrate residence in the Town of Wellfleet by showing a current real estate tax bill, rental payment slip, or valid lease for residential property with the Town.

“Rules and Regulations”- the Town of Wellfleet Marina and Harbor Rules and Regulations

“Slip”- the space allotted to a vessel docked in the Marina other than at the L-Pier.

“Taxpayer”- any individual listed as the owner of real estate in the Wellfleet Assessor’s Office with real property having a minimum annual tax amount owed of \$400.00.

"Town" shall hereinafter refer to the Town of Wellfleet acting by and through its authorized representatives.

“Vessel” shall refer to watercraft of every description used or capable of being used as a means of transport of persons or property.

2. GENERAL RULES AND REGULATIONS

A. All vessels, persons, and vehicles entering or using the Wellfleet Harbor and/or Marina shall be governed by the Rules and Regulations contained herein and all other applicable laws, by-laws, rules and regulations, and orders of the court, if any, concerning the operation of vessels and the use of piers, slips, berths, and moorings, including, without limitation, those promulgated by the United States Coast Guard (USCG), the Environmental Protection Agency (EPA), the Massachusetts Division of Environmental Protection (DEP), the Department of Homeland Security (DHS), the Commonwealth of Massachusetts, and the Town of Wellfleet.

B. When a vessel enters the Marina or Harbor area, it immediately comes under the jurisdiction of the Harbormaster and shall be secured only where assigned and maneuvered as directed. The speed limit for all vessels within the limits of the Marina shall be no more than 5 miles per hour, and vessels shall leave no wake. Vessels and

persons shall obey all lawful commands of the Harbormaster or the Harbormaster's assistants.

C. Only vessels in good condition, as determined by the Harbormaster, and under their own power, shall be admitted to slips, moorings, and berthing areas. In the event of an emergency during the owner's absence, i.e., breakdown of bilge pump, leaks, bad lines, etc., the vessel owner will be assessed a reasonable charge for any emergency service rendered.

D. To be admitted and to continue as an occupant of the Marina or Harbor areas a vessel must be actively used for pleasure, commercial fishing, shellfishing and aquaculture, chartered fishing, or sightseeing trips and must be registered, identified, marked, equipped, and operated and maintained as required by law and standard practice and subject to periodic inspection by the Harbormaster to determine the maintenance of proper safety conditions.

E. All vessels will be secured in their assigned space or mooring in a manner acceptable to the Harbormaster. For information regarding and regulations specific to moorings refer to Town of Wellfleet Mooring Regulations.

F. Liability insurance or P&I insurance in an amount of at least \$250,000 shall be required on all motorized or self-propelled vessels over fourteen feet in length whose owners lease slips, berths, moorings, or seasonal launch privileges in the Marina or the Harbor. A certificate of insurance from the insuring agent naming the Town of Wellfleet as "additional insured" must be submitted to the Harbormaster before the lease is granted.

G. The owner (and guests for whom he is responsible) agrees to conduct himself at all times when in the Marina, or on any vessel operating in the Marina or Harbor, so as to create no annoyance, nuisance or hazard to the Marina or Harbor or to any other persons.

H. The fueling of vessels, except in designated areas, is prohibited in the Marina.

I. The Marina does not provide launch service.

J. Registration with the Harbormaster or his representative is required for overnight stays, at any time, on any vessel within the Marina or Harbor.

K. The use of alcoholic beverages is prohibited on any Town landing, float, pier, building, or parking areas owned by or under the jurisdiction of the Town.

3. FEES AND LEASES

A. Fees for leasing or renting slips, berths, or moorings shall be based on the published schedule and shall be paid in advance to cover a full season or part thereof. Leases shall not be canceled unless a suitable replacement can be obtained promptly and new fees collected. After the new fees are collected, proportional reimbursement for the unused

seasonal lease will be made or, in the case of a lease for a portion of the season, an amount equal to the fees received will be reimbursed. All such reimbursements will have a ten percent administrative fee deducted.

i. Each owner or operator leasing space in the Marina or Harbor is responsible for providing the Harbormaster with a current and accurate “address of record” annually.

ii. Daily rates start at 12 noon. Check out time is 12 noon of the following day.

B. To be eligible for “Taxpayer” rates an applicant must qualify as a taxpayer as defined above.

C. In the event of violation of Marina and Harbor Rules and Regulations, the Harbormaster may cancel a rental agreement on twenty four hours notice providing that the renter has made no effort to correct the identified problem when called to his/her attention. Refusal to correct a problem upon notification by the Harbormaster or Assistant Harbormaster will lead to immediate steps for removal of the vessel as set forth in Section 9 - Vessel Removal Procedures, except that the notice provisions of Sections 9A and 9B will not apply. Reasons for such cancellation include, but are not limited to, violation of Wellfleet Marina and Harbor Rules and Regulations and non-payment of fees when due.

D. The Harbormaster has the right to revoke a lease for any violation of the Town of Wellfleet Marina and Harbor Rules and Regulations, including the non-payment of lease fees when due. Revocation shall follow the process outlined in Section 9 - Vessel Removal Procedures.

E. The Harbormaster has the right to reassign slips, berths, and moorings for best utilization of Marina and Harbor resources.

F. Subleasing of slips, berths and moorings is strictly prohibited.

G. A lease holder’s vessel may be absent for one year from a slip, berth or mooring provided the lease fee for the season during which the vessel is absent has been paid in full in advance of that season.

H. Marina leases are transferable only under the following circumstances:

i. Commercial slip, berth or mooring requests shall be put in writing and presented to the Harbormaster. Transferees must meet at the minimum the following criteria:

a. When a commercial fishing vessel 35 feet or longer is sold and currently occupies a slip, berth or mooring that slip, berth or mooring may be transferred to the new owner of the vessel.

b. The vessel being sold shall remain a commercial fishing vessel. It cannot revert to sport fishing or other type of commercial venture.

c. Applicant shall be a Wellfleet resident.

d. Applicant shall have held a Wellfleet and/or state commercial fishing license for a minimum of five years.

e. Applicant shall have no outstanding debts owed to the Town or outstanding excise taxes owed on the vessel.

ii. In the case of the death of a slip, berth, or mooring lease holder, the lease may be transferred one time only to the surviving spouse of the lease holder and will be terminated upon the death of the said surviving spouse. In the event that the lease holder does not have a surviving spouse at the time of his/her death, the lease will be terminated at the end of the then current season, or, if the lease holder dies prior to the start of the season, the lease will be terminated immediately and will not be renewed. Such transfer may be to an individual only and not to any trust, corporation, or other entity.

All requests for slip, berth, and mooring transfers are subject to prior review by the Marina Advisory Committee. This review does not include transfers referred to in H ii. above. Recommendations by the Harbormaster and the Marina Advisory Committee will be presented to the Board of Selectmen for a final decision on the transfer.

4. COMMERCIAL VESSELS

A. On the south facing portion of the L-Pier, no vessel longer than 75' in length (LOA) will be accommodated. Any vessel over that length may be directed by the Harbormaster to anchor in a designated area, if and as available, as determined by the Harbormaster.

B. In addition to liability or P & I insurance, all commercial vessels are required to maintain oil spill insurance coverage and a certificate of insurance from the insuring agent must be submitted to the Harbormaster annually.

C. Fueling of vessels from the fuel truck is permitted in the designated area only. The fueling vessel must be tied in the fueling area and the hose will not be allowed to pass over any rafted vessels. Violators will be subject to a fine of \$100, and repeat violators risk losing all Marina and Harbor privileges.

D. No part of the Marina or Harbor, ashore or afloat, nor any vessel therein shall be used for the conducting or solicitation of business of any kind except for the normal operation of commercial fishing, charter fishing or sightseeing vessels, and no signs or other advertising material will be permitted without the permission of the Harbormaster, who will control size and placement. Nothing in this section shall prohibit an owner from

contracting for or using such services as his vessel may require from the businesses or resources regularly available in the area or to him privately.

E. See Fee Schedule for unloading fees for commercial vessels on the L-Pier.

F. Transient commercial vessels may rent dock space, if available, at the discretion of the Harbormaster.

5. SAFETY

A. The Town and the Harbormaster will take all reasonable precautions to ensure the security and safety of all vessels in the Marina and Harbor, but neither the Town nor the Marina assumes any responsibility for the safety or security of any vessel or property in the Marina and Harbor and will not be held liable for fire, theft, trespass, or damage to any vessel or vehicles or its equipment arising from any cause whatsoever. All vessel owners, operators, and their guests are to be attentive to potential safety issues including, especially, fire risks and careless operation which may endanger others.

B. In the event of foul weather, it is the owner's responsibility to take all emergency measures possible. The Marina does not assume any responsibility for the protection of any vessel.

C. Vessel owners shall not place supplies, materials, accessories, or debris on any float or walkway and shall not construct or place thereon any lockers, chests, cabinets, or containers without the permission of the Harbormaster.

D. Vessels having tenders on davits, gangways or boarding ladders or steps, extreme overhangs, bow and stern sprits, boomkins, spars, pulpits, etc. shall be secured in such a manner that none of these appurtenances shall create a hazard or block free passage along any float, walkway, or waterway.

E. Swimming or water skiing is prohibited anywhere in the Marina.

F. Charcoal or any form of open fire anywhere within the Marina is absolutely prohibited.

G. Children 10 years of age or younger should be accompanied by adults at all times.

6. SANITATION

A. Federal, State and Town statutes prohibit the discharge of sewage, waste material, oil and fuel, rubbish or refuse of any kind or description into any river, stream, pond or tidal waters. Heavy fines and imprisonment are the penalties for violations. All garbage and other refuse must be placed in receptacles provided by the Marina.

B. Noise shall be kept to a minimum at all times. Consideration for others requires discretion in the operation of engines, generators, radios, and television sets in such a manner and at such times as to create no nuisance or disturbance.

C. Laundry shall not be hung on any boat, float, walkway, or anywhere else in the Marina.

D. The cleaning of fish and the disposal of fish or parts thereof are prohibited anywhere within the Marina including service and parking areas.

E. Power washing of boat bottoms is prohibited at the Marina.

F. Dogs and pet animals are permitted in the Marina only on leash or otherwise confined or restrained. Pickup and disposal of pet waste at the Marina is required.

7. STORAGE

A. Tenders and other small vessels shall be stored aboard vessels or placed where the Harbormaster directs. All such small vessels shall carry identification numbers, marks, or names. They may not be tied up in rentable space or on any float, walkway, or ramp.

B. The Harbormaster will make a reasonable effort to provide winter tie-ups for vessel owners who have seasonal leases. Off-season fees must be paid in full by October 15th. For all others seeking off-season dockage weekly rates must be paid in advance and will be offered at the discretion of the Harbormaster. All off-season tie-ups must follow the direction of the Harbormaster.

C. Winter moorings will be provided for a fee for floats, rafts or barges which are removed from their shellfish grant areas for the winter. No beaching of any such equipment will be allowed. Any such equipment in violation of the above shall be removed at the owner's expense. All tenders and other watercraft must be removed from Town Landings and/or beaches by November 1st. Any left after this date will be removed at the owner's expense.

D. All vessels renting storage space on a daily, weekly, or monthly basis between October 15 and May 15 are required to pay in full to the Harbormaster before occupying any slip, berth or mooring. A Security and Damage Deposit must also be paid and will be held by the Town in escrow and refunded to any owner or master of the vessel on termination of the rental agreement, provided that during the period the vessel is in the harbor

- (i) all accumulated dockage fees have been paid when due;
- (ii) all Rules and Regulations of the Marina and Harbor and all lawful orders of the Harbormaster have been complied with by the vessel or crew; and
- (iii) no damage has been caused by the vessel and its crew to any of the Marina and Harbor facilities.

If any of the above conditions have not been complied with, the security deposit shall be forfeited to the Town and no portion of it shall be refunded and, notwithstanding the forfeiture of the deposit, the Town shall have the right to proceed against the vessel, its owner, master or crew in any proceeding, civil or criminal, to enforce its Rules and Regulations and Orders; to recover for any damage done to harbor facilities; or to recover for any dockage fees due.

8. ENFORCEMENT AND PENALTIES

- A. Criminal Complaint – whoever violates any of the above Marina and Harbor Rules and Regulations shall be punished by a fine of one hundred dollars (\$100) for each offense. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein.
- B. Non-criminal Disposition – as an alternative or in addition to initiating criminal proceedings pursuant to subsection (A) above, the enforcing agent may dispose of a violation of these Rules and Regulations pursuant to the following procedures:
Whoever violates any provision of these Rules and Regulations may, in the discretion of the enforcing agent, be penalized by a non-criminal complaint pursuant to the provisions of G.L. Chapter 40, Section 21D. Whoever violates any Rule and Regulation as stated above shall be subject to a fine of one hundred dollars (\$100). A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein.
Owners shall be responsible for the conduct of their guests and crew, and as such, the enforcing agent may, as an alternative, subject the owner to any or all fines and penalties for any violation of these Rules and Regulations by a guest or crew of the owner.

9. VESSEL REMOVAL PROCEDURE

The Wellfleet Harbormaster shall have the right to remove any vessel in violation of any rule or regulation promulgated by the Board of Selectmen or the Wellfleet Harbormaster, any bylaw adopted by the Town of Wellfleet regulating vessels or any law, rule, or regulation adopted by the Commonwealth of Massachusetts or its agents regulating vessels, or any law, rule, or regulation enacted by the Federal Government regulating the operation of vessels in the Town's Harbor and Marina for which a violation citation has been issued to the owner and/or master of the vessel, provided however :

- A. The Harbormaster shall cause to be delivered by hand or certified mail to the owner of a vessel subject to removal, a written notification signed by the Harbormaster stating the nature of the violation, the specific law, bylaw, rule, or regulation under which the Harbormaster asserts a claim of violation and a statement of acts necessary to cure said violation.

B. If the owner of the vessel has not cured the violation within ten (10) days or requested a hearing before the Board of Selectmen within such time to review the Harbormaster's determination, the Harbormaster may remove the vessel.

C. The owner shall be responsible for all costs, fees, and charges, including removal, transportation, and storage.

D. Upon removal, all rights to the use of the slip, berth, or mooring shall be terminated and the owner shall have the right to receive a refund of the pro rata share of the yearly dockage fee paid to the Town of Wellfleet. The Harbormaster may deduct any portion or all of the cost incurred in removing said vessel from the amount to be refunded to the owner.

E. Notwithstanding anything continued herein, in the event that the condition of a vessel is such that there exists an immediate danger to the public safety, navigation, or the environment, the Harbormaster may correct said condition by removing the vessel or by any means the Harbormaster deems appropriate. The owner of the vessel shall be responsible for all costs associated with said corrections.

10. **PARKING**

A. The Harbormaster, Assistant Harbormaster, and/or the Wellfleet Police Department shall designate and enforce parking regulations in the Marina parking area.

B. Marina parking in the area east of the restrooms on the south side hereby referred to as Area A, shall be for:

- i. vehicles with boat trailers
- ii. boat trailers
- iii. commercial vessels
- iv. commercial trucks (larger than pickups, not used for passengers)
- v. busses
- vi. heavy equipment
- vii any other parking as authorized by the Harbormaster.

C. A fee shall be charged for overnight parking of vehicles and equipment listed in subsections i through vii. Vehicles and vessels that do business with the Marina have the option to purchase a seasonal parking permit. Such fees and permits are published in the Marina Fee Schedule.

D. Parking anywhere at the Marina shall not interfere with the flow of traffic.

E. Area B, which is any area outside of Area A, shall be for passenger vehicles, pickup trucks, and vehicles not for hire.

No occupied recreational vehicles (campers, RVs, and vessels) will be allowed to park overnight (sunset to sunrise). See Town Bylaw, Art. VII, Sec. 23. No parking in the yellow no Parking Zones, fire lanes, or easements.

No parking in handicapped parking spaces without a handicapped plate or placard.
The Harbormaster and/or the Wellfleet Police Department may close areas of the Marina
for special events.

Final Revision December 16, 2010