

Harbormaster
P. O. Box 1393
Sandwich, MA 02563
Office (508) 833-0808



Town of Sandwich
*The Oldest Town On
Cape Cod*

Sandwich East Boat Basin Marina – Rules and Regulations

1.0 PURPOSE

1.1 Purpose. The purpose of these regulations is to provide for the safe and efficient operation of the Sandwich Marina. It is the Selectmen’s intention to preserve public safety, both for the users of the Marina and their guests, and for the general public and other visitors without prejudice.

1.2 Corps of Engineers Lease. It is further the purpose of these rules to ensure the Town’s compliance with the provisions of its Lease Agreement with the United States Department of the Army, Corps of Engineers Lease No. DA-19-016-CIVENG-63-142, as amended, and any subsequent amendments thereto. Copy of the lease attached as enclosure (1).

2.0 COVERAGE

2.1 Coverage. These rules are intended to cover all users of the Sandwich Marina, including those with permanent dockage assignments, those with temporary dockage assignments, “transient vessels”, visitors, and contractors working in the marina and all other users of the Marina. These rules shall not apply to vessels owned and operated by the U. S. Coast Guard and such other vessels as the Army Corps of Engineers or the United States Government may exempt.

3.0 HARBORMASTER

3.1 Harbormaster. In addition to the authority granted to the Harbormaster under Massachusetts General Law M. G. L. Chapters 91 and 102 and other relevant State laws and regulations, the Board of Selectmen hereby assigns to the Harbormaster the responsibility to direct, manage, and control the full operation of the Marina, including, but not limited to the assignment of slips; the collection of fees; the enforcement of applicable rules and regulations, and statutes; the sale of fuel and other commodities; the off-loading of goods; the launching of vessels; parking, boat storage and repair, accounts, and of oversight of the Waiting Lists, and the movement of vessels within the marina. Such authority is subject to the provisions of the Lease Agreement with the United State Government, Army Corps of Engineers, Enclosure (a), and shall be exercised under the direction of the Board of Selectmen through the Town Manager.

3.2 Deputy/Assistant Harbormaster(s). The Deputy/Assistant Harbormaster(s) shall exercise all authority of the Harbormaster during his absence, subject to such limitations as the Harbormaster and Town Manager may impose.

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4.0 DEFINITIONS

4.1 “Annual Commercial Slip User” shall mean a commercial vessel owner with a renewable commercial slip at the Sandwich Marina.

4.2 “Commercial Docking Permit” shall mean a permit issued to Monthly and Six Month Commercial Slip users by the Harbormaster for use of the Commercial Dock. Permits are issued on an availability basis and are subject to revocation to meet needs of permanent fleet.

4.3 “Commercial Fishing Vessel” shall mean any vessel for the purposes of all contracts, lease agreements, mooring and offloading permits and waiting lists any boat that is predominately engaged in the commercial long lining, jigging, gillnetting, dragging, or potting of ground fish or crustaceans for sale to an authorized Massachusetts fish dealer only. It shall also mean any commercial vessel that has a renewable commercial slip at the Sandwich Marina and does not meet the recreational criteria hereafter “commercial” pertains to a commercial fishing vessel.

4.4 “Commercial Pier” or “Commercial Dock” shall mean E dock and the area between F-1 and the U. S. Coast Guard Dock, being 147 feet in length and running north and south, and including adjacent waters.

4.5 “East Parking Area” shall mean the parking area located across the service road east of the Commercial Dock and is restricted for Annual Commercial Slip Users and those possessing a Commercial Docking permit.

4.6 “Half Slip” shall mean slips located on the backside or end of a dock that only have adequate water above half tide to maneuver to or from and those slips that are difficult to maneuver to from because of location.

4.7 “Hurricane” shall mean any weather event producing winds exceeding 64 knots (74 mph).

4.8 “Length Overall (L.O.A.) Of a Vessel” shall mean the extreme fore-to-aft measurement in feet and inches in a straight line along the centerline from the top of the transom to the foremost extension, including any pulpits, sprits or similar fittings. Length Overall shall be used to determine the seasonal and year-round dockage fees and classification of the vessel.

4.9 “Monthly Commercial Slips” shall mean those slips which are available for commercial vessels 55 feet and under for a one month period. One Month Commercial Slips shall be charged the approved rate per foot times the LOA.

4.10 “Sandwich Marina Fuel Permit” shall mean a permit issued by the Harbormaster to fuel commercial vessels from the Commercial Dock.

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4.11 “Seasonal Recreational Slip User” shall mean a recreational vessel owner with a renewable recreational/pleasure slip at the Sandwich Marina.

4.12 “Six Month Commercial Slips” shall mean those slips, which are reserved for commercial vessels for the six-month winter period (1 November – 30 April). Six Month Commercial Slips shall be charged the approved rate per foot times the LOA. Slips will be assigned at the discretion of the Harbormaster.

4.13 “Slip” shall mean an area of various sizes within the marina designed for the purpose of berthing vessels to a dock or finger piers.

4.14 “Slip Holder” shall mean an individual, other than a transient vessel owner, who has been granted permission to occupy a slip on an annual basis for a fee.

4.15 “Slip User” shall mean an individual who has been granted permission to occupy a slip for a period of time for a fee.

4.16 “Storm” shall mean any weather event producing winds between 48-63 knots (55-73 mph) (and formerly known as a “Whole Gale”).

4.17 “Transient Commercial Vessel” shall mean a commercial vessel, which renews its registration and/or application for dockage on a daily or weekly basis. Transient Commercial Vessels are not to exceed 55 feet LOA. Transient Commercial slips are based on availability.

4.18 “Transient Recreational Vessel” shall mean a recreational vessel that renews its registration for dockage on a daily or weekly basis.

5.0 GENERAL PROVISIONS

5.1 Assignment of Slips. It is the responsibility of the Harbormaster to assign all permanent (commercial and recreational) and transient Slips, in accordance with these Rules and Regulations and availability. The Harbormaster shall ensure that all vessels be assigned to appropriate Slip sizes. Assignment of permanent Slips will be derived from the Approved Waiting List.

5.2 Individuals Only. All Slip assignments shall be made in the name of an individual owning a minimum of (51%) fifty-one percent interest in a vessel. No incorporated entity shall be eligible for Slip assignment or renewal.

5.3 Majority Interest in Vessel. An individual must own a fifty-one percent (51%) interest in a vessel in order to qualify for a Slip assignment. A bill-of-sale, registration, proof of insurance and all other relevant documentation shall be provided to the Harbormaster upon request. It is

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5.3 Majority Interest in Vessel (Cont'd).

the responsibility of the boat-owner to maintain all records current, e.g. mailing address, telephone numbers, and emergency contacts, and to inform the Harbormaster of any change in Vessel ownership, Vessel name, captain or owner's address and telephone number, or emergency contact information.

Fifty-One percent (51%) interest may be waived in extraordinary circumstances including vessel loss due to fire, sinkage, or acts of God, but majority interest shall not be waived for more than one season. Insurance requirements shall be the same as those specified in the "Terms of Agreements" Section 4 of the Marina Lease. If a corporation holds title to a vessel, an individual owning at least 51% of the stock of the corporation may file a Slip application on behalf of the corporation for said vessel. Any Slip assigned in the name of such a corporate owner shall be personal to that individual and shall not be transferable as an asset of the corporation with the sale of that individual's stock. The certificate of incorporation and a certificate of the corporate secretary attesting to the applicant or vessel owner's percentage of ownership of the outstanding corporate stock shall be provided to the Harbormaster annually by January 2, for recreational Slips and September 1, for commercial Slips.

5.4 Fees and Services. Marina rates and the fee schedules are posted on the Sandwich Marina website and paper copy at the office. Late fees are assessed for payments after 30 days in accordance with Chapter 7 of the Massachusetts Collectors and Treasurers Association Collector's Manual.

5.5 Refuse. All refuse must be deposited in the containers supplied for such purpose by the Marina. The Slip Holder or Slip User is responsible to keep the Slip and the dock areas around the Slip free of all debris and refuse. The disposal of fish gurry/offal and related material, of petroleum products, or of septic facility contents in the Marina area is strictly forbidden. Slip Holders are limited to the usage of the containers to refuse associated with boat(s) and the operation. Household refuse is required to be disposed of at public transfer station and not permitted to be disposed in marina containers. Strict adherence to this policy is required of all Slip Holders, Slip Users and Permit Holders, and those in violation are subject to fines/penalties in accordance with town bylaws.

5.6 Waste Oil/hazardous waste. Waste oil/hazardous waste may be deposited at the Town of Sandwich Landfill/public transfer station with a letter from the Harbormaster. Absolutely no waste oil/hazardous waste of any kind may be deposited or abandoned at the Marina in any manner.

5.7 Hazardous Material Spillage. In the event there is a leakage or spillage of oil or hazardous chemicals from any vessel within the marina, the vessel operator/responsible party will notify the Harbormaster and/or their staff of the incident immediately. The said individual/responsible party shall also notify the U. S. Coast Guard of the oil or other toxic chemical spillage. The

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5.7 Hazardous Material Spillage (Cont'd).

vessel operator/responsible party shall initiate immediate measures to contain and clean up the oil spillage, at vessel's expense. The vessel owner/responsible party shall be liable for any and all expenses and repairs required as a result of the spill. Failure on the part of the vessel operator/responsible party to comply with these Rules and Regulations, or failure in any way to act in a responsible manner, shall be grounds for the Harbormaster to revoke the rights of the Slip Holder or Slip User and to remove the vessel from the marina.

5.8 Permits. The Harbormaster is the sole person responsible for issuing permits for marina activities. Upon receipt of a valid permit application, the Harbormaster shall investigate the suitability of the person filing the permit for performing the permitted activity.

5.9 Abandoned or Derelict Vessels. It is the responsibility of the Harbormaster to determine the need to remove any abandoned or derelict vessel and to effectuate such removal, at the owner's expense, in accordance with applicable State Law. Any owner or owners of a vessel abandoned at the Sandwich East Boat Basin Marina shall be liable to the Harbormaster and to the Town of Sandwich for ALL costs and expenses incurred in the removal of the abandoned vessel, including all attorneys' fees.

5.10 Unattended Vessels. The Harbormaster may remove at the owner's expense, any vessel which is found to be unattended and without permission to tie-up, particularly at the commercial pier. The owner of any such vessel removed shall be liable to the Harbormaster and the Town of Sandwich for all costs and expenses occasioned by such removal, including all attorneys' fees.

5.11 Repair of Marina Facilities. The Slip Holders or Slip Users must inform the Harbormaster and/or his staff immediately of any needed repairs.

5.12 Overnight Absences. The Slip Holders or Slip Users is required to inform the Harbormaster and/or his staff of a departure of more than one (1) night duration.

5.13 Respect for Other Users, Noise. Slip Holders or Slip Users are required to respect the rights and privacy of other users of the Marina and shall keep noise at a minimum after 8:00 p.m.

5.14 Personal Watercraft (PWC) and Similar Personal Craft/Kayaks/Standup Paddle Boards (SUP). PWCs, water bikes, SUPs and similar personal watercraft are prohibited within the confines of the Sandwich Marina. The U. S Army Corps of Engineers also prohibits such craft from operating in the Cape Cod Canal.

5.15 Transiting the Canal. All Slip Holders or Slip Users, and all commercial, recreational and transient vessels shall comply with 33 CFR 207.20 and 36 CFR 327 when transiting to and from the basin. Failure to comply with these rules may result in loss of use of privileges.

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5.16 Towing of a disabled vessels. (Non-emergency) Any and all vessels engaged in towing or aiding a vessel in need shall notify the Harbormaster via telephone or VHF prior to entering the breakwater. Only upon permission shall the vessel enter the harbor to its temporary assigned slip.

5.17 Prohibited Activities. Below are several activities that are prohibited at the marina. Non-compliance to these activities are grounds for revocation of slip or monetary penalties.

- a. No catch auctions or similar activities of any kind are permitted.
- b. No vendors or third party vehicles, except those belonging to the person who has been issued a commercial dock permit, are permitted on the commercial dock. In the event a commercial Slip Holder has mechanical problems with his vehicle, and provided further that a prior request has been made to the Harbormaster, permission may be granted to the Slip Holder to be on the commercial dock with a vehicle/rental unit that meets size and weight restrictions.
- c. Commercial or Recreational Slip Holders will utilize their vessels for strictly recreational or commercial purposes as to the terms of agreement. Slip Holders are not allowed to conduct any form of activity that serves as a monetary benefit that is not within the Terms of Agreement (piloting, charters, construction usage, sight-seeing/photography, canal cruises, etc.).
- d. Sub-leasing of slips by current Slip Holders.
- f. Unattended bait barrels/catch on loading docks.
- g. The use of ramp by commercial concessions for renting, or launching either individually or in a group, rental kayaks, canoes, sailboards, personal watercraft, or similar watercraft for rent including, is prohibited.

5.18 Modification Rules and Regulations. All approved updates and changes to the Sandwich Marina Rules and Regulations shall be published in completed form. A completed set of the amended Rules and Regulations shall be mailed to each Slip Holder or Slip User of record as of the date the changes go into effect and are posted on the Sandwich Marina Website.

6.0 WAITING LIST

6.1 Application. Any person wishing to be included on the Waiting List for a Slip shall complete an application on an approved form provided by the Harbormaster. The names of new applications will be added to the one of the two waiting lists, which is updated and posted twice each year in the Spring and Fall. The new recreational and commercial lists are posted in the marina office, the Sandwich Marina website and the Sandwich Town Hall for public review by all interested parties. Commercial applicants must provide a copy of their current valid federal or state commercial fishing license with their application. A waiver can be requested from the Harbormaster to enter onto the commercial list without a current fishing permit. In the event of receipt of commercial Slip, the applicant will be required to produce a valid and appropriate commercial permit within 30 days of notification of slip availability. Failure to obtain appropriate permits will result in forfeiture of eligibility and placement on the waiting list. Upon such forfeiture, application fees will not be refunded.

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6.1(a) Renewal Application. Renewal applications are mailed out by the Harbormaster's office annually (January) to those that are currently on the approved waiting list. Applicants are responsible for updating information (i.e. address, email address, phone numbers, etc.) and returning to the Harbormaster's office with payment by February 15th. If application and payment are not received or postmarked by February 15th, **applicants will be removed from the Waiting List and not reinstated.**

6.2 Individuals Only. The Waiting List shall be comprised of individual boat owners owning a minimum of fifty-one percent (51%) interest in a vessel. No incorporated entity shall be permitted to reserve a space on the Waiting List. The names of all individuals will be posted on the Waiting List as of the date of the submission of a written application to be placed on the Waiting List.

6.3 Majority Interest in Vessel. An individual must own a fifty-one percent (51%) interest in a vessel in order to qualify for slip assignment. A bill-of-sale, registration and all other relevant documentation shall be provided to the Harbormaster upon request. It is the responsibility of the boat-owner to maintain all records current, e.g. mailing address, telephone number, and emergency contacts.

6.4 Change on Waiting List from Larger or Smaller Slip. If at any time subsequent to submitting a written application, an individual changes the size of the boat he/she would like to reserve a Slip for, that person may be placed on the appropriate Waiting List for the size of the new vessel, using the date of **original** application.

6.5 Switching from Recreational to Commercial List. It is not permitted to switch from the commercial waiting list to the recreational waiting list, or from recreational to commercial however, individuals can submit applications for inclusion on both the recreational and commercial lists.

6.6 Transfer of Slips. No Slip shall be transferred except in the death of the individual in whose name the Slip is assigned. The surviving spouse may request the transfer of the Slip to his/her name provided he/she is the owner of fifty-one percent (51%) of the vessel occupying the Slip.

6.7 One-Year Sit Out. An owner may voluntarily take a full year off from boating by requesting a one-year sit out, relinquishing all rights to the Slip occupied by said owner. This action must be requested from the Harbormaster in writing: Recreational boaters by January 2, of that year, and Commercial by September 1, of that year. The Slip relinquished shall be reassigned pursuant to these regulations. The Harbormaster shall maintain a sit out list; owners shall be listed in order of the date of their written notice of a sit out and by size of Slip.

The one year sit out is a **one-time** option and does not guarantee the owner of a Slip for the following year, as (recreational) slips are assigned annually on an availability basis only.

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6.7 One-Year Sit Out (Cont'd).

Recreational notifications must be filed with the Harbormaster by January 2 of the year following the sit out if the owner is planning to return to boating, and commercial notifications must be filed with Harbormaster by September 1. At the end of the one year sit out, available Slips, if any shall be assigned first to owners of the appropriate size vessel on the prior year's sit out list and thereafter to the owners on the waiting list. **Slip-assignment will be based on availability and not on previous assigned slip.** If an appropriate size Slip is not available for an owner on the sit out list at the conclusion of the one-year period, the Owner's name shall be added to the bottom of the appropriate waiting list. The Slip Holder is responsible for officially notifying the Harbormaster with their intentions by January 2nd via writing.

7.0 RECREATIONAL SLIPS

7.1 Slip Availability. Upon receipt of a registered letter notifying an applicant of the availability of a recreational Slip, the applicant shall notify the Harbormaster in writing of his/her intention to accept or decline. Such notice to the Harbormaster shall be made within fifteen days of receipt of registered letter and shall include a non-refundable fifty percent (50%) deposit of the annual fee in order to hold the Slip pending receipt of other required submittals. A copy of the current marina Rules and Regulations will accompany the Harbormaster's notice of Slip availability.

7.2 Submittals. An individual must own fifty-one percent (51%) interest in a vessel in order to qualify for an assignment. Copies of a bill-of-sale, registration and/or documentation papers, proof of insurance, and all other relevant documentation shall be provided to the Harbormaster upon request. It is the responsibility of the boat owner to maintain all records current, e.g. mailing address, telephone numbers, and emergency contacts.

7.3 Slip Occupancy. In order to maintain your Slip you must meet all requirements for the recreational boating season of 15 May to 15 October or your slip will be revoked.

- a) Proof of ownership
- b) Provide copy of current insurance policy which must remain in effect while vessel is physically occupying slip or in storage within Sandwich Marina.
- c) Vessel shall remain in the basin for a minimum of 60 days per season.
- d) Adherence to Rules and Regulation for the East Boat Basin and the terms of the annual lease agreement for Slip Holders.

7.4 Responsibility to Comply with Rules. It is the responsibility of the captain or operator of each vessel using the recreational slips to comply with these rules and the directives of the Harbormaster. Any vessel operator or Slip Holder or Slip User found to be in violation of these rules may be subject to loss of privileges, fines or revocation of Slip Lease.

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8.0 COMMERCIAL SLIPS

8.1 Slip Availability. Upon receipt of a registered letter notifying an applicant of the availability of a commercial fishing slip, the applicant shall notify the Harbormaster in writing of his/her intention to accept or decline. Such notice to the Harbormaster shall be made within fifteen (15) days of receipt of registered letter and shall include a non-refundable ten percent (10%) deposit of the annual fee in order to hold the Slip pending receipt of other required submittals. A copy of the current marina Rules and Regulations will accompany the Harbormaster's notice of Slip availability.

8.2 Documentation of Commercial Fishing Slip Eligibility. In order to demonstrate the applicant's status as a commercial fisherman, the applicant shall provide to the Harbormaster, within fifteen (15) days of receiving notice of the availability of a commercial Slip, the following:

- a) Copy of valid federal or state commercial fishing license (see definitions), annual state striped bass and Atlantic Blue Fin Tuna permit does not constitute eligibility for commercial Slip.
- b) Access to vessel for visual inspection by Harbormaster to ensure that vessel is properly equipped for engaging in commercial fishing only
- c) Copies of prior years' catch reports
- d) Copies of State sales tax exemption form
- e) Copies of commercial fishing fuel tax exemption form
- f) Copies of a full marine inspection of the vessel no older than 90 days by a qualified Marine Surveyor.
- g) Copy of Commercial Fishing Vessel Safety Examination certification (USCG)

Upon receipt and verification of all the above documentation, the Harbormaster will provide the applicant with a lease with Terms of Agreement. The vessel(s) shall be used exclusively for commercial fishing or support thereof. Any other activities are prohibited.

8.3 Active Commercial Fishing. Commercial slips shall be issued to and held by only such vessels as are **actively** involved in commercial fishing in an ongoing manner, subject to seasonal fluctuations in the fishing industry. Vessels determined by the Harbormaster not be actively engaged in commercial fishing shall, after a fourteen day (14) notice, be subject to Slip revocation.

8.4 Secure Vessel. All vessels docked within the waters of the Sandwich Marina are under the jurisdiction of the Sandwich Harbormaster and the owners or captains of such vessels are responsible for ensuring that the vessels under their control are at all times securely moored in order to prevent breakaway and which may result in damage. Similarly, all equipment and gear must be secured in such a fashion as to prevent damage to marina property or other vessels.

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8.5 Change of Mailing Address and Responsible Person. Any changes in a vessel's captain, or captain's mailing address, telephone number; or vessel owner(s) mailing address or telephone number; or emergency contacts shall be promptly reported to the office of the Harbormaster. Failure to promptly report such changes shall be considered a violation of these regulations.

8.6 Notice Prior to Removal. When ordering the removal of any commercial vessel from the Marina, the Harbormaster shall provide two (2) days written notice to the owner or captain of the vessel, except in emergencies. In the event of an emergency no notice will be given. The determination of the existence of an emergency shall be at the discretion of the Harbormaster. The vessel owner shall pay any cost associated with the removal of any vessel.

8.7 Transient Commercial Vessels. In order to protect the existing commercial facilities and fuel dock from damage, transient commercial vessels over fifty-five (55) feet in overall length, or over forty (40) gross tons (80,000 pounds) shall be excluded from the Sandwich Marina.

8.8 Slip Utilization. Whenever permanent F-Dock Slip Holders or Slip Users will be away for a period in excess of 30 days, they shall be required to sign a waiver allowing the Harbormaster to utilize their Slip. Said waiver is intended to notify the Harbormaster that the Slip Holders or Slip Users are not intending to utilize the Slip during the period identified and that it will be available for rent.

8.9 Sandwich Marina Lease/Terms of Agreement. Annual Commercial Slip Holders or Slip Users are required to pay fees in accordance with schedule established by the Harbormaster. Failure or refusal to sign Lease Agreement or provide required documentation annually in accordance paragraph 8.2 of these Rules and Regulations will result in payment at the daily commercial transient rate and may result in revocation of slip lease.

8.10 Commercial Pilot Slip. Sandwich Marina maintains two (2) pilot vessel slips and the Leases/Slips are assigned through a sealed bid process. The Lease(s) are for a term of three (3) years with an optional two (2) year extension at the sole discretion of the Harbormaster. Lessee shall operate pilot boats that are in conformance with 46 Code of Federal Register (CFR), Parts 24-28, 67-69, 175-185 and the Code of Massachusetts Regulations 995, Chapter 4 sections 4.20 and 4.21. The vessel(s) shall be used exclusively for pilot boat services or support thereof. Any other activities are prohibited. Lessee(s) are required to pay fees in accordance with schedule established by the Harbormaster. Failure or refusal to sign Lease Agreement or provide required documentation annually will result in payment at the daily commercial transient rate or revocation of Slip Lease. The following is required documentation:

- a) Copy of Vessel Documentation Papers/Registration
- b) Copy of Insurance Policy with full liability coverage
- c) Copy of Vessel(s) previous year's log
- d) Copy of title

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8.11 Charter Slip. Sandwich Marina maintains three (3) charter vessel Slips and similar to pilot vessels, the Leases/Slips are assigned through a sealed bid process. The Lease(s) are for a term of five (5) years. Lessee will be actively engaged as a charter boat from Memorial Day to October 15th each year. This may be extended until the end of the tuna fishing season in writing from the Harbormaster, for the year in which the permit is issued. No sub-leasing or renting is allowed if the slip is abandoned. Lessee must hold a valid U.S. Coast Guard license for six (6) person or less to carry passengers for hire. Applicants for Charter Boat Lease must demonstrate that they will be engaged in carrying 6 or less passengers for hire by certifying that their vessel is used for carrying six (6) or less passengers for hire on at least 25 days of the previous year and that the vessel will be available with a licensed captain aboard for each weekend from Memorial Day through October 15. Any other activities are prohibited. Lessee(s) are required to pay fees in accordance with schedule established by the Harbormaster. Failure or refusal to sign Lease Agreement or provide specified documentation annually will result in payment at the daily commercial transient rate or revocation of Slip. The following is required documentation:

- a) Copy of Documentation Papers/Registration
- b) Copy of Insurance Policy with full liability coverage
- c) Copy of Vessel(s) previous year's log
- d) Copy of title

The Harbormaster has the right to revoke charter boat Lease Agreement if it is determined that no active chartering has been conducted during previous year.

9.0 COMMERCIAL DOCK

9.1 Use of Commercial Dock. The small size and limited space of the Commercial Dock requires that its use be limited to annual commercial Slip Holders or Slip Users. Monthly and Six Month Commercial Slip Users may use the dock provided they have obtained a Commercial Docking Permit from the Harbormaster. Use by vessels not leasing a commercial Slip at the Sandwich Marina is strictly prohibited.

9.2 Priority for Off-Loading Catch. Off-loading of catch shall take priority over any other use of the Commercial Dock. Bait and bait barrels shall not be left unattended. Bait totes and barrels with bait must be immediately transferred to vessel or vehicle once offloaded. Unattended bait barrels/totes also creates undue sanitation risk and nuisance for local restaurants.

9.3 Vehicles. Due to the limited space and the congested nature of the Commercial Dock access area, loading and off-loading from the Commercial Dock shall take place in the most orderly fashion possible. Vehicles accessing the Commercial Dock shall be limited to not more than 6,000 lb. gross vehicle weight and not more than two axles. No more than one vehicle per driveway shall be on the commercial dock at any given time. All other vehicles waiting to load

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9.3 Vehicles (Cont'd).

or off-load shall remain parked at the East parking area or Bait Area on Gallo Road until such time as the vessel they are attending is in place to load or off-load.

No vehicle shall remain unattended at the Commercial Dock or parking area on Gallo Road at any time.

9.4 Vessels. The dock area is to be used by Commercial Fishing Vessels for loading and off-loading only. All loading and off-loading shall be accomplished so as not to interfere with any of the other operations of the pier facilities. No vessel may be left unattended while at the Commercial Dock. The vessel operator shall be on board the vessel while using the Commercial Dock. The Harbormaster may restrict any onload/offload of any product that shall reasonably interfere with other commercial activity within the marina.

9.5 Time Limit. No vessel using the Commercial Dock shall be permitted to remain at the dock any longer than is reasonable necessary to load or off-load the vessel. If more time is required, permission must first be obtained from the Harbormaster. Weight restrictions on winches and docks shall be strictly adhered to.

9.6 Damage to Facilities. The Owner of any vessel found causing damage to the Commercial Dock will be responsible for providing prompt payment to the Harbormaster for all related repairs and costs. Failure to comply with the provisions of this section may result in suspension of privileges to use the Commercial Dock until such time as party responsible for the damage has provided payment.

9.7 Clean-Up. It is the responsibility of each vessel operator using the Commercial Dock to maintain the area in a clean and safe condition. No gear or goods of any kind may be stored or left on the Commercial Dock without the permission of the Harbormaster and all unattended bait barrels/catch on loading docks is prohibited.

9.8 Environmental/Scientific Research. The waters of Cape Cod and surrounding area is vital to the eco-system and living marine resources and as a result the area has several maritime schools, companies, organizations, governmental and non-governmental that are dedicated to research and cleaning the oceans. Occasional charters for environmental/scientific research, commercial fishing research related purposes by qualified commercial fishing vessels in an assigned slip maybe allowed only by prior approval of the Harbormaster's department and at the Harbormaster's sole discretion. A letter request with scope of study must be submitted to the Harbormaster for determination and approval prior.

9.9 Responsibility to Comply with Rules. It is the responsibility of the captain or operator of each vessel using the Commercial Dock to comply with these rules and the directives of the Harbormaster. Any vessel operator or Slip Holder or Slip User found to be in violation of these rules may be subject to loss of privileges, fines or revocation of Slip Lease.

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Cape Cod*

10.0 FUELING FROM COMMERCIAL DOCK

10.1 Fuel Permit. The Harbormaster may, at his discretion, issue a Fuel Concession Permit, for the dispensing of fuel within the Marina area to resident commercial vessels. Such a Permit must be obtained before any fuel vendor may deliver fuel to the Marina. Said Permit shall be valid for the current fishing season. Vendors so authorized must carry on their fueling operations in a safe and orderly fashion, taking care to prevent spillage or leakage either onto the dock, the surrounding surface area, or into the water of the Marina. The vendor shall bear sole responsibility and expense for any damages or costs incurred by anyone as a result of such spillage or leakage. Such fuel transport vehicles shall also be equipped at all times with fuel spill containment and prevention equipment satisfactory to the Harbormaster.

10.2 Insurance Requirements. Vendors applying for a Permit to dispense fuel at the Marina shall at all times carry and cover a liability insurance policy in full force and effect for the full time of the request, of not less than One Million Dollars, and shall provide a certificate of insurance naming the Town as an additional insured party, and shall hold the Town of Sandwich and the Sandwich Marina harmless and indemnified from any and all claims pertaining to the management, delivery, and operations relative to the sale of fuel and related products. Any Permit issued under this Section shall be considered to incorporate by reference all provisions and requirements of this Section.

10.3 Fuel Buyers. Only Commercial Fishing Vessels with a Commercial Docking Permit may purchase fuel from any third party vendor. Prior to purchasing fuel from a third party vendor, the vendor must obtain a Sandwich Marina Fuel Permit.

11.0 SEVERABILITY

11.1 Severability. In the event that any portion, section, or clause of these Rules and Regulations is hereafter found to be invalid by a court of competent jurisdiction, such decision, invalidity, or voidance shall not affect the validity of the remaining portions of these Rules and Regulations.

12.0 ENFORCEMENT AND PENALTIES

12.1 Enforcement. Responsibility for the enforcement of these Rules and Regulations rests with the Harbormaster.

12.2 Violation. Any person found to be violating any of these Rules and Regulations shall be subject to a penalty of \$50.00 per violation. Each day that the violation continues to exist shall constitute a separate violation. Repeated or flagrant violations may result in suspension or revocation of Marina privileges and/or Leases at once. Determination of penalties is the responsibility of the Harbormaster.

Harbormaster
P. O. Box 1393
Sandwich, MA 02563
Office (508) 833-0808



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12.3 Appeal. Any person whose privileges at the Sandwich Marina have been suspended or revoked by the Harbormaster may submit an appeal in writing to the Board of Selectmen within ten (10) days of such suspension. Such written appeal shall include a statement of the reasons why the Board of Selectmen should consider overturning the Harbormaster's decision. A statement of the facts on which such suspension or revocation was based shall be provided to the Board of Selectmen by the Harbormaster. The Board of Selectmen will provide a written determination of the appeal within twenty (20) days of receipt of such written appeal.

12.4 Costs of Enforcement. If a violation of any Rule or Regulation requires legal action by the Harbormaster or the Town of Sandwich, it is a term and condition of the issuance of any Lease or Permit granted hereunder that the Town or Harbormaster shall be permitted to recover from the violator all costs, including attorneys' fees, expended in seeking enforcement of these Rules and Regulations.

These Rules and Regulations were approved by U. S. Army Corps of Engineers, Waltham, Massachusetts on May 7, 1993 and Town of Sandwich, Board of Selectmen on June 3, 1993. The Harbormaster has been instructed to enforce these Rules and Regulations as of June 11, 1993.

Amendment to these Rules and Regulations were approved by the U.S. Army Corps of Engineers, Concord, Massachusetts on September 12, 2017 and Town of Sandwich, Board of Selectmen on February 8, 2018. The Harbormaster has been instructed to enforce these Rules and Regulations as of February 8, 2018.

Enclosures: (1) Lease Agreement between the Secretary of The Army and the Town of Sandwich, Lease No. DACW33-1-09-078