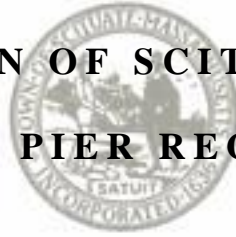
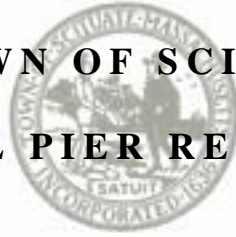


TOWN OF SCITUATE
COMMERICAL PIER REGULATION 2024



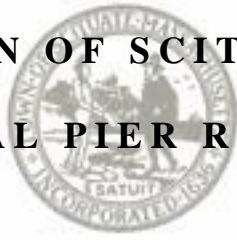
1. The Owner agrees they shall use and occupy the Town Pier at their own risk, and the Town shall not be liable to them for any injury or death, or loss or damage to the Owner's vessel/vehicle, motor, accessories, including tools and associated equipment, or any loss due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, freeze or other causality of loss.
2. Vessel must be Federally Permitted with a Limited Access Permit.
3. The Owner must obtain and provide proof of adequate insurance of whatever necessary kind to cover any loss or damage to his or her vessel/vehicle, the entire contents thereof, and for any personal injury and property damage to any person or thing on the boat/vehicle and for any pollution to the environment with cleanup coverage, and it is agreed that the Town shall not be liable to the Owner or anyone else for any such loss or damage to the vessel, and the Owner shall cover said risks by insurance without any subrogation against the Town. The Owner shall annually provide a copy of the valid insurance binders with the Town of Scituate listed as additional insured. See enclosed Town Pier Fees & Requirement Schedule.
4. The parties acknowledge that the Owner has no right to a specific berth and that the berth is subject to change, relocation or reassignment at any time at the option and direction of the Harbormaster without notice to the Owner.
5. The Owner shall not assign, sublease or make dockage available for use by any other vessel except for the vessel covered under this contract. Proof of vessel ownership is required at time of Town Pier payment by either vessel title or vessel Coast Guard Documentation papers. Dockage IS NOT TRANSFERABLE.
6. Vessel length, 44' minimum and 72' maximum length.
7. The pier will be limited to a maximum of 10 vessel (slips).
8. No vessel may be left dormant for more than 90 days.
9. Vessel owners or designee must be onsite during weather events.
10. Unauthorized vessels tied at the pier will be fined \$1000 per day.
11. During Water Bans, water to be used to fill water tanks for Town Pier slip tenants only.
12. 3rd Hoist on Northside must only be made available when both East facing hoists are out of service.
13. Transient vessels may use the Town Pier after first securing permission of the Harbormaster. The fee for such usage will be set by the Board of Selectmen. See enclosed Town Pier Fees & Requirement Schedule.
14. All commercial vehicles that access the Town Pier; fish dealers, oil truck, ice companies, etc., must pay the fee set by the Town, at the Harbormaster's Office, will complete the Town Pier Contract and provide insurance and vehicle documents, prior to usage. Commercial vehicles that have not paid the fee and/or provided the required documentation will be towed/impounded at the owner's expense.
15. Access to loading area will be permitted only to those vehicles displaying the proper stickers.
16. There will be no overnight parking on the Town Pier without the written permission of the Harbormaster. Vehicles left overnight without written permission will be towed/ impounded at owner expense.
17. Extended parking will not be allowed in the designated loading area unless permission is granted by the Harbormaster. Vehicles left overnight without written permission will be towed/ impounded at owner expense.
18. All service vehicles working on vessels at the Town Pier must stop at the Harbormaster's Office with information on their vehicles (i.e. registration, license, etc.). The Harbormaster's Office will then notify the Police Department.
19. The Town Pier is to be washed continuously during dogfish unloading and lobster bait provisioning.
20. Lobster bait may be left overnight but must be removed by 10am.
21. Lobster traps may be left on the pier for a maximum of 24 hours.
22. All trucks must be equipped with "juice catchers" so that the entire box is watertight. Vehicles that do not have adequate juice catcher will be towed/impound at owner's expense.
23. Access to the loading/unloading hoists is restricted to those who have paid their Load/Unload Fee. The hoists are rated to pick up no more than 500lbs.

TOWN OF SCITUATE
COMMERICAL PIER REGULATIONS 2024



24. The entire Town Pier will be designated as a fueling area. Requirements call for two (2) people to conduct the fueling operation: One (1) at the nozzle and one (1) at the truck.
25. The Scituate Police Department will be responsible for enforcing the parking regulations. The Harbormaster will be responsible for the enforcement of non-parking regulations. Towing/impounding will be done thru the Scituate Police Department, at the request of the Scituate Harbormaster.
26. All owners of vessels/vehicles utilizing the Town Pier facilities are required to report any changes in:
 - a. Vessel ownership.
 - b. Vessel registration or USCG documentation.
 - c. Owner address, telephone or emergency phone numbers,
to the Harbormaster by written correspondence within ten days after effective change
27. Oil and/or trash of any nature is not to be left on the Town Pier, including containers with residual amounts of oil; such as five-gallon buckets or filters. Responsible party will be fined and/or potential loss of town pier privileges.
28. The Town shall have a lien on the vessel, and/or vehicles, her tackle, apparel, furniture, appurtenances and contents to secure payment of any debt incurred due to default in payment to the Town for the use of dock facilities or other services.
29. Only vessels in good condition, and under their own power, shall be permitted to the berthing areas. In the event of an emergency, after reasonable efforts to contact the owner or his/her designee, the Town may move said vessel from the dockage space to another berthing or mooring and, in the event of such emergency due to breakdown to bilge pump, bad lines or similar emergency, the Town may effect repairs and charge the owner the cost.
30. Noise shall be kept to a minimum at all times. Owners shall use discretion in operating engines, machinery, so as not to create a nuisance or disturbance to the extent possible. Unattended vehicles that are left running or have engines or machinery left running will be towed /impounded at owner's expense.
31. The Owner shall not store supplies, materials, accessories or lobster-pots on pier or floats and shall not construct any lockers, chests, cabinets or similar structures except with approval of the Harbormaster. Hoses and electrical cords when not in use shall not be left on the Town Pier nor shall they be left in any fashion so as to constitute a trip hazard. Items left or stored on Commercial pier shall be considered abandoned property and disposed of by the Harbormaster. The owner of the property shall be responsible for the cost of transportation and disposal.
32. No vessel or watercraft of any kind whatsoever which is unseaworthy or in badly deteriorated condition or which is likely to injure a person or damage private or public property or which might become a menace to navigation shall be permitted to tie up at the Town Pier. This shall not be deemed to apply to vessels in immediate distress as a result of current emergencies.
33. There will be no permanent liveaboards at the Town Pier. A transient vessel in good standing, with prior approval of Harbormaster will be granted transient liveaboard status.
34. The Town shall not be responsible for any loss or damage to boats or vessels at the Town Pier. Owners will be held responsible for damage caused by them or their vessels/vehicles to structures and pilings and related facilities owned by the Town.
35. There will be no refunds.
36. Upon breach of any of the terms of this agreement by the Owner, the Town may cancel and terminate this agreement upon 48 hours' notice to the Owner. Such notice may be given either personally to the Owner or his or her captain or by mail to the Owner at the Billing/Mailing address supplied by the Owner. Town Pier fees are not refundable under any such termination.
37. Penalties. Anyone who violates any provision of these Rules & Regulations shall be penalized as provided for in the Scituate Town By-Law, Section 31000 and/or penalties spelled out in this document.

TOWN OF SCITUATE
COMMERICAL PIER REGULATIONS



OWNER INFORMATION

This section to be filled out by the Owner (Please print)

Owner's Name _____

Residence/Mailing Address _____

Town _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____ Business/Other _____

Email: _____

Permits Documented: _____

VESSEL INFORMATION

Vessel Name _____

State Reg. # or CG Documentation # _____

Insurance Company & Period of Coverage: _____
(Dates & Company Name)

LOA _____ Beam _____

Vessel Type and Use _____

Date Keel Laid _____

Vessel Captain's Name: _____ Contact Phone # _____
(If different from owners)

VEHICLE INFORMATION

Vehicle Make: _____ License # _____ State _____

For and in consideration of the payment by the Owner of the sum of \$ _____, the Town hereby agrees to provide (circle appropriate) TOWN PIER/FLOAT DOCKAGE , LOAD/UNLOAD ACCESS, COMMERCIAL VEHICLE ACCESS and/or TRANSIENT VESSEL DOCKAGE for Vessel(s) or vehicle(s) described above.

The Town agrees to provide such Dockage/Vehicle Access for the period from _____ TO _____.

I have read and agree to the Town Pier Regulations as stated above.

SIGNATURE _____

DATE: _____

TOWN PIER FEES AND REGISTRATION SCHEDULE

	RESIDENT	NON-RESIDENT
Town Pier Permanent Dockage	\$1,000.00	\$1,500.00
Commercial Truck Access	\$350.00	\$400.00
Load/Unload	\$250.00	\$300.00
Transient Daily Dockage	\$50.00/per day	\$50.00/per day
Unauthorized vessels tied at the pier will be fined	\$1000 per day	

INSURANCE MINIMUM REQUIREMENT

General P & I Liability	\$1,000,000
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