

MARINE SAFETY PLAN

Prepared by:



University of Massachusetts Boston
Division of Marine Operations
100 Morrissey Blvd.
Boston, MA 02125-3393

MARINE SAFETY PLAN - 9th Edition
Revised : April 1, 2007
By: Christopher Sweeney, Director of Marine Operations

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Terms:

Dock - the Fox Point facility as defined by Chapter 91 waterways regulations extending 100 feet from the tidal boundary between high tide and low tide.

Owner/Operator - any university or non-university vessel and her crew who moors their vessel here at a UMass Boston facility and agrees to the conditions set forth.

Dock master - Division of Marine Operations Dock master, Assistant Dock master or designee.

Exhibit A - Docks

1. No dumping or disposal of anything overboard, including but not limited to sewage, gasoline, oil, paints, stains, varnishes, chemicals, etc.
2. No open flames, flammable remover or paint burners will be used for any purpose, in and around the Dock. No barbecuing except in such designated land areas.
3. Hoses and power lines must be used and stored so as not to pose a threat of entanglement or tripping.
4. Children under 12, must be accompanied by instructors, guardians or parents at all times.
5. All activities at the Dock shall be limited to posted hours of operations unless otherwise authorized by the Dock master.
6. Parking at the entrance to the Dock shall be limited to live parking for drop-off and pick-up of personnel or supplies. Such parking shall be done so as not to block access for emergency vehicles.
7. Boat Owner/Operators shall not store supplies, materials, accessories, or debris upon floats or fenders and shall not construct there on any lockers, chest cabinets, steps, ramps or other structures.
8. Berthing, tie-ups, and tender locations will be assigned by the Dock master in a fair and equitable manner.
9. No overloading of floats or gangways at the Dock.
10. No bicycles, in-line skates, skateboards and such, are allowed on the Dock. Deck shoes or sneakers are recommended on floats. No open-toe footwear.
11. Noise shall be held to a minimum at all times. Boat Owners/Operators shall use discretion in operating motors, generators, tools, radios, televisions, etc., so as not to interfere with other programs.
12. Pets shall be leashed when not on board a vessel. Pets shall not be allowed to relieve themselves at or around the Dock, and owners shall be responsible for immediate and thorough cleanup of mess caused by a pet.
13. Disorder, depredation, or incredulous conduct by a boat Owner/Operator or his visitors that might injure a person, cause damage to property or harm the reputation of UMass Boston, shall be cause for immediate removal from the facility.

Exhibit B - Vessel Operation

1. Boat Owner/Operator will cause its vessel to approach and depart the Dock in careful, seamanlike manner so as to prevent injury or damage caused by collision, wake or other means.
2. The Owner/Operator of any vessel involved in an accident which results in personal injury, death, or property damage (over \$500) shall immediately notify the state environmental police and file the appropriate accident report, forms located at the Division of Marine Operations, within the required time frame. (2 days for fatality; 5 days for all others).
3. Lines for securing vessels shall be provided by Owner/Operator and shall be of such size and quality as to secure the vessel safely to prevent damage or injury. Vessels left insecurely tied, in the opinion of the Dock master may be secured by the Dock master.
4. Vessels must have appropriate and functioning bilge pumps. A vessel in sinking or swamping condition may be pumped by the Dock master. This regulation does not impose any duty or obligation on the Dock master to do so.
5. All vessels moored, docked or otherwise at the dock during the season shall provide an access key or lock combination to the Dock master.
6. When a vessel will be absent from the dock for more than 48 hours, boat Owner/Operator shall notify the Dock master. Float plans for extended periods of time at sea are encouraged to be filed with appropriate shore-side contact, copies located in the Division of Marine Operations.
7. In the event of a predicted major storm, boat owner/operators must take necessary precautions, as outlined in Storm Plan, to insure safety of vessels and Dock.
8. All boating rules consistent with USCG, Harbor Master, and Environmental Police are to be observed, as well as familiarization with "Rules of the Road". Certification for completion of Boating Safety and Basic Navigation courses (see Division of Marine Operations for on-campus course schedule) is strongly encouraged for all Owner/Operators of vessels at facility.

Exhibit C - Storm Plan

The weather terms below as defined by the National Oceanic and Atmospheric Administration - National Weather Service, describe weather conditions that require special precautions.

<i>Gale Warning:</i>	wind speeds of 34 to 47 knots
<i>Storm Warning:</i>	wind speeds of 48 knots and above
<i>Hurricane:</i>	wind speeds of 64 knots and above

1. Owner/Operator or designee shall take necessary steps to maintain an open line of communication with the Dock master by phone, radio or person and should be available on short notice to report to the Docks in the event of an emergency.
2. All vessels shall have additional safety equipment on hand with the ability to deploy. Including but not limited to: line, ground tackle, anchors and shackles.
3. In the event of a natural disaster to the Dock facility, it will be the sole responsibility of Owner/Operator to remove their vessel(s) from harms way. Alternative mooring sites will be secured by the Dock master in advance.

Exhibit D - Insurance

All university vessels shall maintain insurance in such amounts and against such risks, as UMass Boston may require. All other vessel's visiting the Dock shall have:

1. Comprehensive liability insurance and protection and indemnity insurance insuring both UMASS Boston and Owner/Operator against all claims, suits. Obligations, liabilities and damages, including attorney's fees, based upon or arising out of actual or alleged bodily injuries, wrongful death and/or property damage which may be claimed to have occurred on or about the vessel, Dock, facility, or otherwise relating to the use of the vessel, the Dock or the facility with bodily injury and property damage limits not less than \$1,000,000 (or such other amount as may be required) per occurrence and in the aggregate.
2. Worker's compensation insurance (including employer's liability insurance with a minimum policy limit of \$1,000,000) to the extent required by the federal Longshore & Harbor Workers Compensation Act (as amended) and the laws of the Commonwealth of Massachusetts and to the extent necessary to protect UMass Boston against compensation claims of Owner/Operator claims.
3. If Owner/Operator uses the boat to transport hazardous substances other than the fuel or oil used to operate the vessel, pollution coverage to cover all claims, penalties and response costs arising from a spill of oil or any other hazardous substance into the navigable waters of the United States with such minimum policy limit as UMass Boston may require.

Exhibit E - Information

EMERGENCY COMMUNICATIONS:

TEL.

VHF

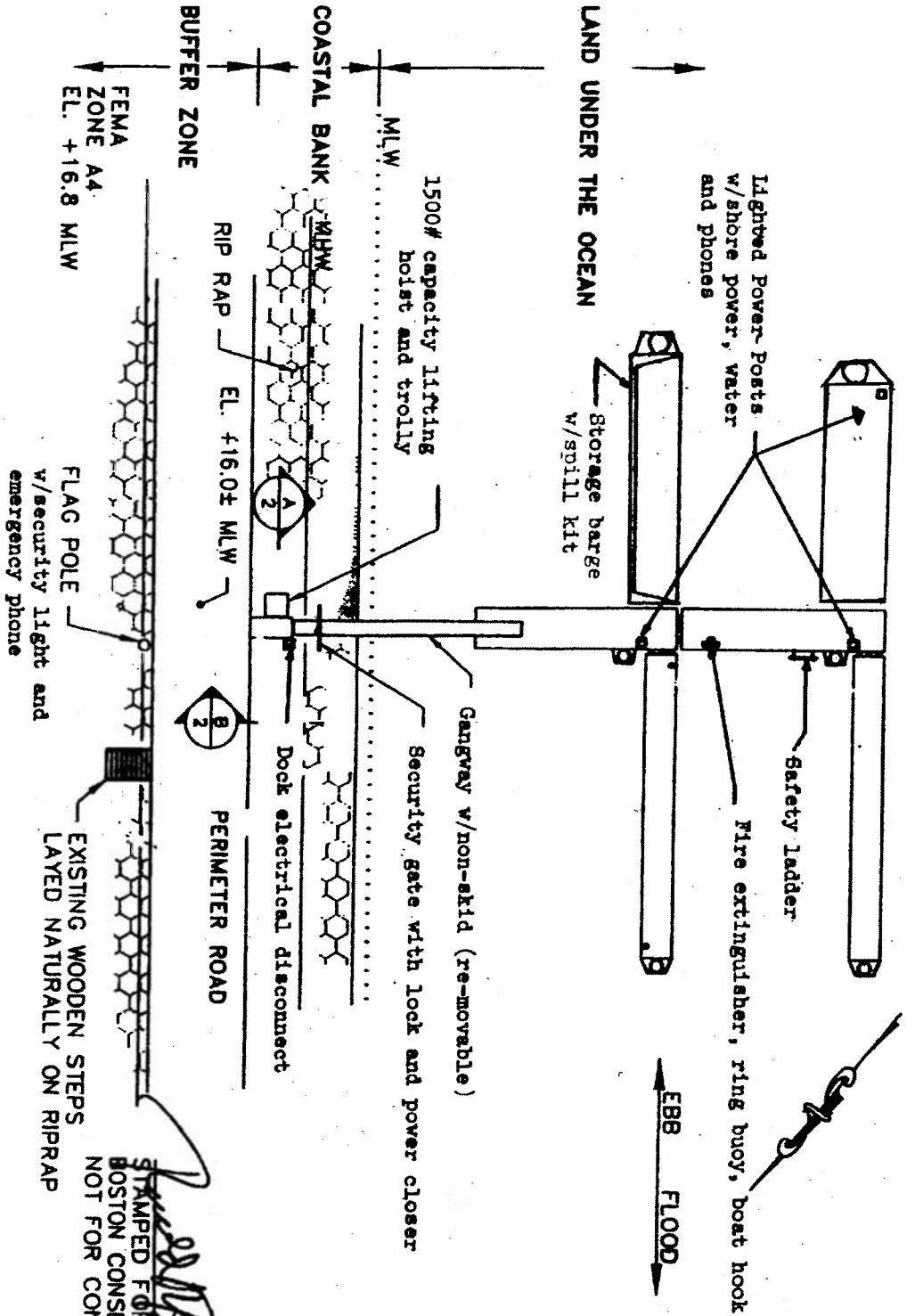
Marine Operations	(617) 287-5404	
Chris Sweeney, Director	(617) 908-3990 mobile	
Russ Bowles, Asst. Director	(617) 438-5881 mobile	
Jay Messana, Dockmaster	(617) 908-3992 mobile	
Jason LeBlanc, Sailing Program. Mgr.	(617) 201-6640 mobile	
Paul Daly, Bosun	(617) 590-3926 mobile	
U.S. Coast Guard		
Search and Rescue,	(617) 223-3201	Ch. 16
Port Operations, Pollution	(617) 223-3010	
CG Station Point Allerton	(781) 925-0166	
Boston Harbormaster	(617) 343-4721	
Boston Fire, Marine Unit	(617) 536-1500	
Mass Environmental Police	(617) 727-6398	
Mass State Police, Marine	(617) 727-0537	
Mass Emergency Mgmt Agency	(508) 820-2000	
N.O.A.A.		Ch. 03

PUMP OUT FACILITIES:

Shipyard Quarters Marina, Charlestown	(617) 242-2020	Ch. 9 & 71
Constitution Marina, Charlestown	(617) 241-9640	Ch. 9 & 69
Dorchester Yacht Club, Dorchester	(617) 436-1002	Ch. 9
Thomas Marine, Dorchester	(617) 288-1000	Ch. 9
Boston Boat Yard, East Boston	(617) 561-1400	Ch. 9
Marina Bay, Quincy	(617) 847-1800	Ch. 10

LOCK COMBINATIONS:

Fox Point Gangway _____ (see Dockmaster)



PLAN VIEW



STAMPED FOR SUBMISSION TO
BOSTON CONSERVATION COMMISSION.
NOT FOR CONSTRUCTION.



Exhibit G - Fox Point Mooring Plan

1) 3,000 lb concrete 1/2 chain (20 ft)

2) 800 lb concrete 1/2 inch chain (20 ft)

3) 400 lb mushroom 1/2 inch chain (20 ft)

4) 250 lb concrete 1/2 inch chain (20 ft)

5) 100 lb mushroom 1/2 chain (20 ft)

6) 100 lb mushroom 1/2 inch chain (10 ft)

A. 250 lb mushroom



75 - 100 lb mushroom



B. 1,200 lb mushroom

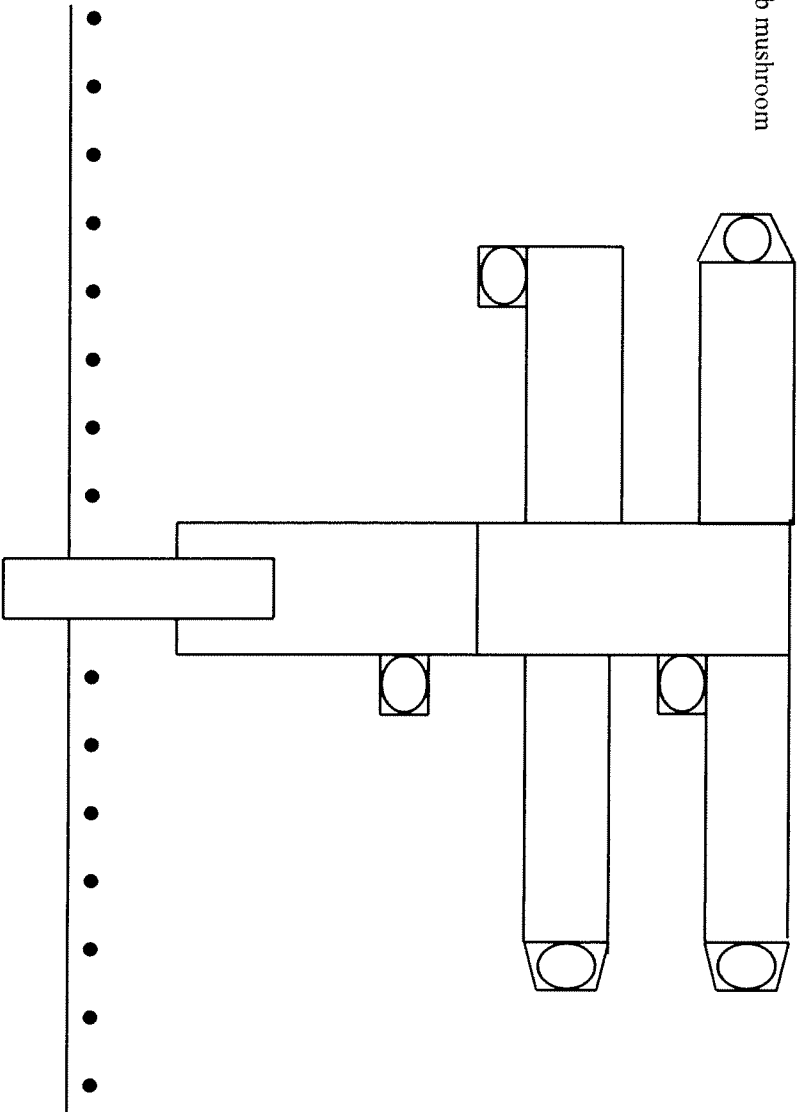


Exhibit H - Quartercharge

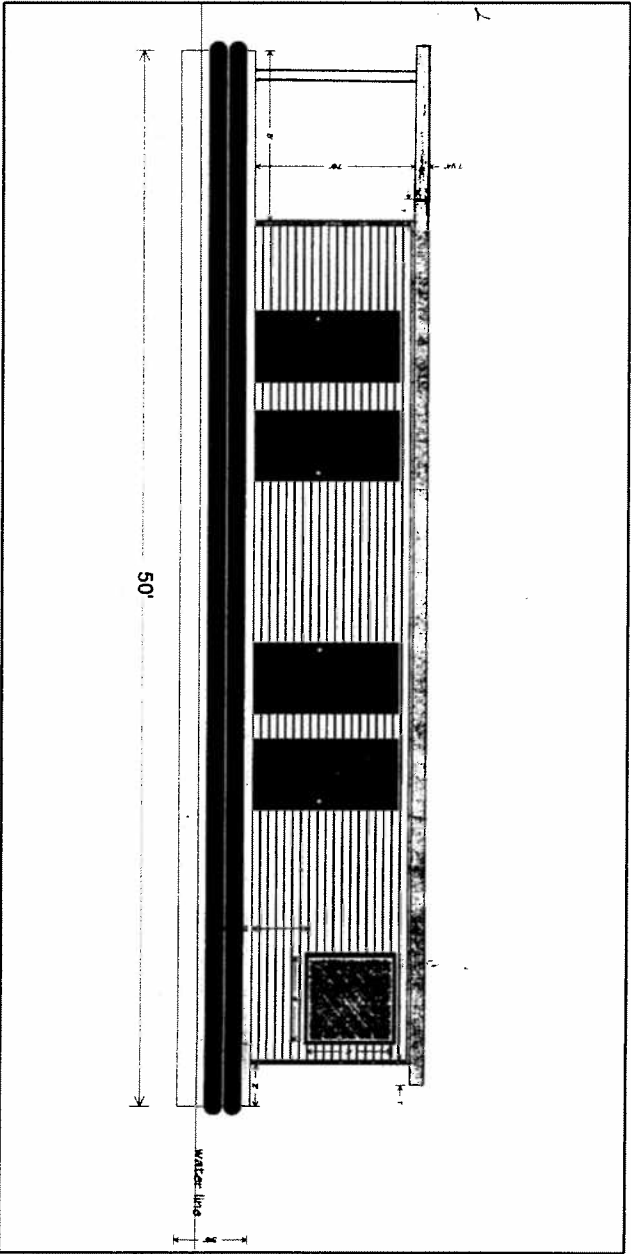
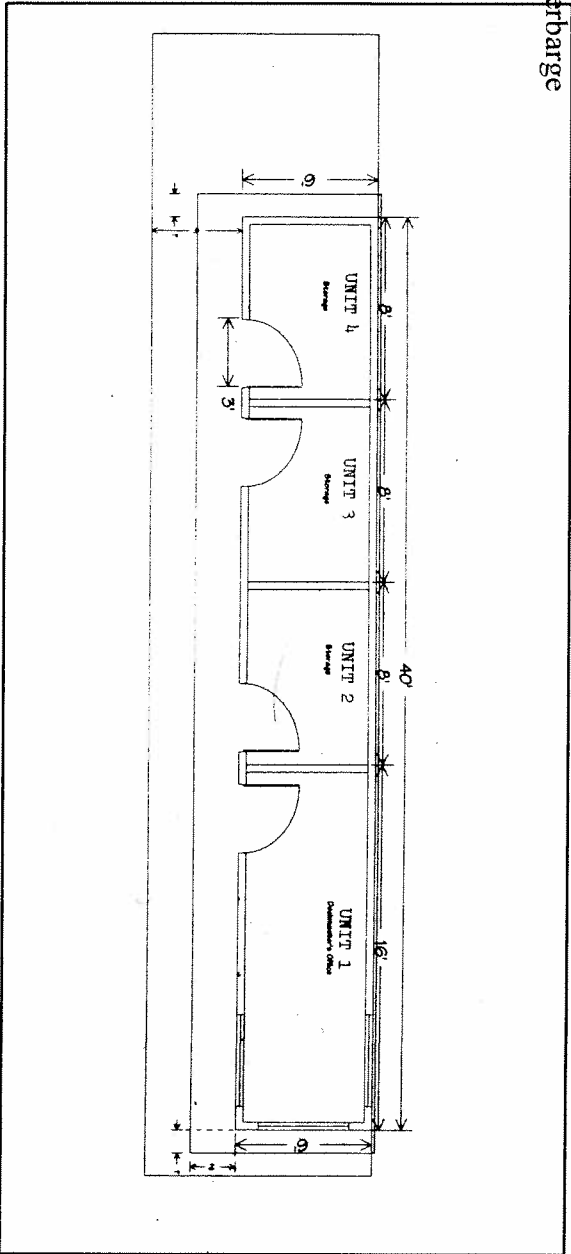




Exhibit I: Service Level Agreement:

Department/Organization: _____

Contact Name: _____

Contact Phone Number: _____ - _____ - _____

Facility Requested (please check one): Dockage Mooring Quarterbarge space

Quarterbarge Unit # Requested (See Exhibit H): _____

Terms of Agreement

Division of Marine Operations and Department are hereafter referred to as DMO and DEPT respectively.

1. The DEPT shall not assign, sell or transfer this agreement in whole or in part or any right hereunder without DMO's prior written consent, which DMO may grant or deny in its sole discretion.
2. The DEPT hereby covenants to DMO that it shall:
 - a. Close, lock and secure the gate which provides access to the berth and lock unattended space.
 - b. Supervise the activities of any and all of its employees, invites, visitors, and agents.
3. DMO shall provide the DEPT with one (1) key to the lock, which secures the door to the space.
 - a. The DEPT hereby covenants to DMO that it shall not permit any person other than the DEPT's authorized persons to use such key and shall not duplicate such key.
 - b. Promptly upon expiration or earlier termination of this Agreement, the DEPT shall return such key to DMO.
4. The DEPT shall not place or construct within, over or under the assigned space any installation or alteration of any kind or character, except such as are specifically authorized by DMO.

This Agreement is made and entered into by and between DMO and the DEPT for space/dock usage at the Fox Point Facility beginning on

____ / ____ / ____ and ending on ____ / ____ / ____ . (To be filled out by DMO)

DMO reserves the rights to cancel, postpone, or delay any waterfront activity that it deems to be unsafe or interferes with established programming.

DEPT Signature / Title

Chris Sweeney
Director of Marine Operations

Please tear out and return to Division of Marine Operations 150-UL-028 or fax to 617-287-5413.

Tear or Cut Along These Lines

Tear or Cut Along These Lines

Tear or Cut Along These Lines

Exhibit J - Sailing Safety Guidelines

University of Massachusetts Boston Sailing Safety Guidelines

Participants accept the inherent risks associated with this activity - including but not limited to: adverse weather conditions, tidal extremes, and the activities of other vessels. In addition, sailors agree to operate the Program's boats in a safe and prudent manner at all times.

No participant shall be allowed access to program vessels unless he or she is wearing a Personal Flotation Device (PFD).

At no time shall the number of persons exceed the number of PFD's in any vessel.

The Sailing Area is Dorchester Bay, South of a line from the JFK Library Dock to the Thompson Island Dock. The area does not include the Neponset River upstream of the Gas Tank.

Passage within the Savin Hill Yacht Club Mooring Field is allowed only when necessitated by tidal conditions.

The Sailing Area may be increased or decreased at the discretion of the Sailmaster or his designee.

Any injury or property damage is to be reported immediately upon returning to the dock.

Reckless behavior or intentional misuse of program equipment will result in the suspension of sailing privileges.

Sailing shall be cancelled any time the Sailmaster or his designee deems it an appropriate response to prevailing conditions.

Qualification of Sailors

Each sailing student will be asked to define the following:

Bow, stem, port, starboard, fore, aft, athwart, beam, standing rigging, running rigging, stays, shrouds, mast, boom, tang, chain plate, turnbuckle, gooseneck, centerboard, keel, rudder, tiller, cleat, chock, halyard, sheet, traveler, boom vang, pennant, painter, outhaul, downhaul, block, sheave, shackle, tack, clew, head, luff, foot, leech, tell-tale, windward, leeward, port tack, starboard tack, irons, close hauled, close reach, beam reach, broad reach, run, by the lee, coming about, jibing, weather helm, lee helm, broach, unintentional jibe, head up, fall off, hike out, luffing, backwind, sailing area, and shoals

Also the student will be asked to outline the procedures to follow for: man overboard; capsizing; grounding, approaching squall; close quarters with moored boat; right of way; red-right-return.

Each student will be asked to demonstrate the following:

Bowline, cleat, half-hitches, figure eight, boarding, rigging, getting underway, coming about, jibing, getting out of irons, weight placement, approaching dock or mooring, making a landing, de-rigging, securing boat.

Exhibit K - Sailing Program Liability Waiver Form



Division of Marine Operations
University of Massachusetts Boston
100 Morrissey Blvd Boston, MA 02125 -- 3393
Phone: 617-287-5404
Fax: 617-287-5413

RELEASE OF LIABILITY

I wish to participate in recreational sailing with the University of Massachusetts Boston campus.

I am participating voluntarily, for my own personal interest, and not as an employee, agent, student, or representative of the University of Massachusetts Boston.

I hereby assume any and all risk connected with my participation in this activity and agree to indemnify and hold harmless the University of Massachusetts Boston, its Trustees, officers, employees, students, or agents, and the Commonwealth of Massachusetts, from any and all claims for damages as a result of personal injury or property damage which I might sustain, or for which I may be responsible, arising out of my participation in this activity, including any damages which may be caused by the negligent, reckless, or gross negligence of the University of Massachusetts Boston, its Trustees, officers, employees, students, or agents.

I acknowledge that I am over 18 years of age, that I have fully read this Release, that I understand and agree with its terms, and that I am signing this of my own free will.

Date: _____

Signature

PRINT NAME

Street Address

City, State, Zip

VESSEL USAGE POLICY

The Division of Marine Operations at UMass Boston owns and operates a small fleet of vessels including a USCG inspected passenger vessel, (*Columbia Point*), research vessel, (R/V *John F Looney Jr.*), and smaller work boats. Typically all vessels are used in a chartering capacity; otherwise they are utilized for internal purposes. Given the commercial usage of the fleet we yield to and adhere to the laws and regulations placed upon this activity by the United States Coast Guard (CFR 49, Sub chapter T) which requires that a licensed captain and a trained, qualified deckhand be onboard at all times to ensure safe operation of the vessel. Both the *Columbia Point* and R/V *John F. Looney Jr.* have documentation on board that outline the requirements and restrictions particular to each vessel. We meet or exceed these so as to operate in the safest manner possible.

Neither the *Columbia Point* nor the R/V *John F. Looney Jr.* is ever operated by non-USCG licensed individuals for any reason. We do not employ USCG licensed captains whose license is less than a fifty gross ton capacity. None of our vessels are available for recreational use by the general public, nor are they ever to be operated by the general public.

No vessel in our fleet is ever loaded with passengers beyond the legal limit defined by the USCG for that vessel.

With regard to the smaller work boats being used for internal purposes, we only allow trained and qualified employees of Marine Operations to operate them and only under specific conditions and operating ranges.