MARINE SAFETY PLAN
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.

*Dockmaster* - Division of Marine Operations Dockmaster, Assistant Dockmaster or designee.
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 Dockmaster.

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 fingers 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 Dockmaster 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.

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.

14. Bare feet are prohibited, examples of proper footwear include boat shoes, sneakers, and cover toe shoes.
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 Dockmaster may be secured by the Dockmaster.

4. Vessels must have appropriate and functioning bilge pumps. A vessel in sinking or swamping condition may be pumped by the Dockmaster. This regulation does not impose any duty or obligation on the Dockmaster 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 Dockmaster.

6. When a vessel will be absent from the dock for more than 48 hours, boat Owner/Operator shall notify the Dockmaster. 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 is strongly encouraged for all Owner/Operators of vessels at facility.
Exhibit C - Boatyard Safety Protocol

1. Personnel are NOT to be working under an over head load such as when working with a forklift or man-lift. Refer to Massachusetts Department of Public Safety (DPS) Massachusetts General Law’s chapter 146, codified in section 6.0 of title 520 of the Code of Massachusetts Regulations.

2. All operators of heavy equipment including but not limited to: trucks, forklifts, loaders and man-lifts shall have the appropriate DPS license to operate such equipment.

3. Safety equipment such as harnesses, belts, hardhats are to worn at all times when working with overhead loads or physically working off the ground such as up on racks.

4. Annual inspection of Racks to be conducted in the fall, on or about the last week in September. Inspection to include taking notes of any failures or suspects joints in Racks, replace missing nuts/bolts and re-torque existing to manufacturer’s specifications.

5. Loading of vessels and gear on Racks shall be done in such a way that the lighter loads will go on top with consecutively heavier loads placed on the bottom.

6. Rake out and dispose of trash and debris from under and around racks.
Exhibit D - 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.

- **Gale Warning**: wind speeds of 34 to 47 knots
- **Storm Warning**: wind speeds of 48 knots and above
- **Hurricane**: 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 Dockmaster 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 Dockmaster in advance.
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 F - Contact Information

**EMERGENCY COMMUNICATIONS:**

<table>
<thead>
<tr>
<th></th>
<th>TEL.</th>
<th>VHF</th>
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<tbody>
<tr>
<td>Marine Operations</td>
<td>(617) 287-5404</td>
<td></td>
</tr>
<tr>
<td>Chris Sweeney, Dir</td>
<td>(617) 908-3990 mobile</td>
<td></td>
</tr>
<tr>
<td>Russ Bowles, Asst. Dir</td>
<td>(617) 438-5881 mobile</td>
<td></td>
</tr>
<tr>
<td>Jay Messana, Dockmaster</td>
<td>(617) 908-3992 mobile</td>
<td></td>
</tr>
<tr>
<td>U.S. Coast Guard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Search and Rescue</td>
<td>(617) 223-3201</td>
<td>Ch. 16</td>
</tr>
<tr>
<td>Port Operations, Pollution</td>
<td>(617) 223-3010</td>
<td></td>
</tr>
<tr>
<td>CG Station Point Allerton</td>
<td>(781) 925-0166</td>
<td></td>
</tr>
<tr>
<td>Boston Harbormaster</td>
<td>(617) 343-4721</td>
<td></td>
</tr>
<tr>
<td>Boston Fire, Marine Unit</td>
<td>(617) 343-2880</td>
<td></td>
</tr>
<tr>
<td>Mass Environmental Police</td>
<td>(617) 626-1650</td>
<td></td>
</tr>
<tr>
<td>Mass State Police, Marine</td>
<td>(617) 740-7820</td>
<td></td>
</tr>
<tr>
<td>Mass Emergency Mgmt Agency</td>
<td>(508) 820-2000</td>
<td></td>
</tr>
<tr>
<td>N.O.A.A.</td>
<td>(508) 820-2000</td>
<td>Ch. 03</td>
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**PUMP OUT FACILITIES:**

<table>
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<tr>
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<th>TEL.</th>
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<tbody>
<tr>
<td>Boston Harbor Pump-Out Boat, UMass Boston</td>
<td>(617) 756-9861</td>
</tr>
<tr>
<td>Shipyard Quarters Marina, Charlestown</td>
<td>(617) 242-2020</td>
</tr>
<tr>
<td>Constitution Marina, Charlestown</td>
<td>(617) 241-9640</td>
</tr>
<tr>
<td>Boston Harbor Shipyard and Marina</td>
<td>(617) 561-1400</td>
</tr>
<tr>
<td>Marina Bay, Quincy</td>
<td>(617) 847-1800</td>
</tr>
<tr>
<td>Port Norfolk Yacht Club</td>
<td>(617) 822-3333</td>
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</table>

**LOCK COMBINATIONS**

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<tbody>
<tr>
<td>Fox Point Gangway</td>
<td>_______________ (see Dockmaster)</td>
</tr>
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</table>
75-100 lb mushrooms archers (6)
Exhibit I - Quarter barge
Exhibit J - Watersports 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 /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 activity area is Dorchester Bay, South of a line from the Fallon State Pier at JFK Library 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 activity area may be increased or decreased at the discretion of the Sailing program manager 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 privileges.

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

**Qualification for solo 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 - 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.

Cell phone use and other electronic devices use is prohibited in the pilothouse while in operation of vessels except for emergency purposes

UMass Boston is a Drug Free Workplace

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.
Dear [Name],

Thank you for choosing the University of Massachusetts Boston to hold your event. I am pleased to notify you of your reservation of the University facilities as indicated below:

<table>
<thead>
<tr>
<th>Event:</th>
<th>Dock:</th>
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<tbody>
<tr>
<td>Date(s):</td>
<td>Vessel:</td>
</tr>
<tr>
<td>Time:</td>
<td>Attendees:</td>
</tr>
</tbody>
</table>

The amount payable is: $ [Amount]

Make checks made payable to: UMass Boston Div. of Marine Operations

Mail contract and check to:
Marine Operations
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125

Attached is a contract outlining the specific details of your reservation. Please review all information, sign, and mail contract back as soon as possible. Space will not be confirmed until we receive a signed contract and payment is due ten business days prior to your event. Changes cannot be accommodated later than ten business days prior to your event. This cover page serves as your Invoice.
This letter of agreement (Agreement) between the University of Massachusetts Boston (University) and _______________ (Event Sponsor) establishes the understandings between the University and the Event Sponsor relating to the event to be held on the UMass Boston campus on ________________________ and the event known as ____________________.

1. **License to use facility**: It is understood by the parties that this Agreement constitutes a license, not a lease, and that the relationship of the parties hereunder is that of licensor and licensee, and not that of landlord and tenant. The University may terminate this Agreement by written notice if Event Sponsor, in University’s discretion, no longer meets eligibility requirements for using University resources. Assigned space may be changed to make best use of the facilities for all University customers.

2. **Location(s)**: The following dock/vessel is/are reserved at Marine Operations for the event:

   See Attachment A

3. **Date(s) and hours**: The space is held for the event for the following:

   See Attachment A

4. **Fees**: The Event Sponsor agrees to accept responsibility for the expenses as outlined in the attached fees &confirmation document for this event. These charges may include, but not be limited to, the following: Registration/booking fee, Set-up staffing costs, Equipment/resources costs, Public Safety detail costs, On-duty event staff costs, Catering (including required permits) and other charges dictated by the particulars of the event.

5. **Deposits and Payments**: 10% deposit is required initially and the remaining payment is required 14 days prior to the event date. Additional charges due to adjustments made after full payment deadline will be billed at time of request or at the conclusion of the event and be due immediately. Some charges or services may require a security deposit or credit card before being rendered. The University will accept Purchase Orders, corporate and personal checks made out to UMass Boston Div. of Marine Operations, bank checks and money orders, cash (US currency only), credit cards. Checks must be received at least two weeks prior to the event date to ensure clearance.

6. **Damages and Loss**: Upon conclusion of the event, University facilities and equipment will be checked for any damages or loss. The Event Sponsor is responsible for full repair and replacement including the reasonable costs to secure the replacement or repair.

7. **Outside Vendors**: The Event Sponsor agrees to honor the established union-organized staff of the University and to engage University labor for work covered by bargaining unit agreements.

   The University contracts with Sodexho for food and catering services on the campus. Although catering is not exclusively granted to Sodexho, the University requires the Event Sponsor or its representatives to consult with them for possible engagement for catering services, prior to employing outside entities. The University strongly encourages use of Sodexho for all catering. If an alternate is chosen, the Event Sponsor understands that the kitchens and serving facilities will not be available.

If the Event Sponsor enters into 3rd party contractual agreement(s) for services or equipment to be provided in the facility for the event, the University must review the contract for compliance for University standards, policies, laws and regulations. The University reserves the right to reject, in whole or in part, any provisions of 3rd party agreements.
8. Permits: The University will provide evidence of all necessary permits as are normally required for such events. Alcohol permits will be the responsibility of the caterer. The University expects assistance from the Event Sponsor for obtaining such permits.

9. Assignment: This Agreement cannot be assigned to another party without the expressed, written permission of the University.

10. Affiliation: Event Sponsor shall not represent or imply that it is affiliated in any way with the University other than as a licensee, and Event Sponsor shall not represent or imply that its activities are endorsed or approved by the University.

11. Indemnification: Each of the parties agrees to indemnify and hold the other party and its respective subsidiaries, affiliates, directors, shareholders, and employees free, clear, and harmless from any and all liability, judgments, claims, costs, expenses (including reasonable attorneys’ fees), and demands of any kind, including damages for personal injury or property damage or both, arising out of, or by reason of any act, omission, or negligence of the indemnifying party or its respective agents, employees, servants or contractors, in any manner connected with the event.

12. Failure to Perform: Neither party will be responsible for the performance of its obligations under this Agreement if such party is unable to perform such obligations due to circumstances beyond its control, including without limitation acts of God, fires, floods, wars, and civil disturbances, acts of terrorism or governmental actions. In the event of such an occurrence, this agreement will be terminated and the University will return any deposits, minus University expenses to date, paid prior to such occurrence, and no penalties or other additional charges will be imposed on either party.

13. Insurance: Both parties agree to maintain insurance coverage in the minimum amounts listed below for the duration of the Agreement:

A. Event Sponsor –
   i. Workers Compensation in the statutory amount required by Law;
   ii. Employer’s liability having a single limit of not less than $500,000 per occurrence;
   iii. Commercial General Liability having a combined single limit (bodily injury, property damage and personal injury) of at least $1,000,000. ($2,000,000 aggregate per project) including Liquor Law Liability
   iv. Automotive Liability having a single limit of $1,000,000.
   v. Certificate of Insurance naming the University as additionally insured must be received at the University two weeks prior to the event.

B. University – the University is otherwise subject to the liability limits in Massachusetts General Law c.258

14. Governance: The validity, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The laws of the Commonwealth of Massachusetts shall govern all rights, remedies, obligations, and liabilities arising pursuant to this agreement. The Event Sponsor is subject to all applicable state and federal laws and University rules and regulations, including but not limited to those contained in the agreement.

15. Other Provisions:

A. Per Chapter 55 of the Massachusetts General Laws, there may not be any solicitation or receipt of political campaign contributions in a public building.

B. Were an organization with ties to another political party to seek a similar arrangement; discrimination by the University is prohibited.

16. ADA compliance – If accommodations are needed please contact Customer Service Center by telephone at 617-287-400 or by email at customer.service@umb.edu at least two weeks prior to your event so that they may provide you what you require.
17. Parking – Parking is available in University lots at the established daily rate. Group package rates are available upon request. Public transportation is available via MBTA busses and the JFK/UMASS Red Line stop. Free shuttles from JFK/UMASS run throughout the day.

18. Snow Policy: If the University is closed due to snow the event will not occur. It is the responsibility of the Event Sponsor to inform any third party attendees of such closing. Snow closings are posted on local television channels 4, 5 and 7. Alternatively, the Event Sponsor may call the University snow emergency line 617-287-5000 to obtain closing information.

Please sign below and mail this back along with your Certificate of Insurance naming UMass Boston as additionally insured at your earliest convenience. Payment is due two weeks prior to your event.

Please do not hesitate to contact me with any additional requests, questions or concerns. We look forward to having you on campus and trust you will have a successful event.

Sincerely,

Chris Sweeney
Director of Marine Operations

I have read and understand all of the requirements for holding an event at the University of Massachusetts Boston as stated above:

__________________________________________
Date

__________________________________________
Event Sponsor name, title

__________________________________________
Signature
Exhibit M: Service Level Agreement: Quarter Barge

Department/Organization: __________________________________________________________
Contact Name: ____________________________________________________________
Contact Phone Number: ___________________________–________________________

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

Quarter barge 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.