

PORTLAND FISH PIER

RULES

Effective:

May 6, 1985

As amended:

Amendment No. 1 – 12 January 1990:

VI. Vessel Rules and

VII. Fire Prevention Rules

PORTLAND FISH PIER

RULES

I. GENERAL RULES

Rule 1. Authority for Rules

These rules are promulgated pursuant to Section 18.83 of the Municipal Code and in accordance with the provisions thereof.

Rule 2. Scope of Rules

These Rules shall govern the conduct and activities of all persons doing business or otherwise present at the Fish Pier, except as otherwise expressly provided herein.

Rule 3. Other Rules Revoked

All other rules or regulations purporting to govern the subject matter of these Rules, but not specifically contained herein, are hereby revoked.

Rule 4. Conflicts With Other Laws

Any conflict or inconsistency between these Rules and any federal, state, or local law, or any contractual obligation shall be resolved in favor of the latter.

Rule 5. Definitions

For purposes of these Rules, the following terms shall be defined as follows, unless the context clearly implies otherwise.

Director: Director of Transportation and Waterfront Facilities, or his/her agent.

Home Fleet: Any vessel berthed at the Fish Pier under a contract with the City of Portland and the rafted vessels named on tenants contract.

Transient Vessel: All vessels, except those in the Home Fleet.

Portland Fish Pier: All the land and water between Cumberland Wharf and the Naval Reserve Training Center and Commercial Street and the Harbor Commissioners line.

Itinerant Service Companies: Service companies engaged in the business of repairing commercial fishing vessels and/or equipment and located outside of the premises of the Portland Fish Pier.

Off-Premises Fuel Vendors: Companies located outside the premises of the Portland Fish Pier which are engaged in the business of selling fuel to vessels and loading same by barge or truck at the Fish Pier.

Rule 6. Authority of Director

The Director or his/her agent shall have exclusive authority to administer and enforce these Rules, except as otherwise expressly provided herein.

Rule 7. Violations Punishable Under Municipal Code

Any violations of these Rules shall be a violation of Chapter 503 of the Municipal Code, and shall be punishable thereunder, unless the rules in question clearly conflict with Chapter 503.

Rule 8. Use of Fish Pier May Be Denied

(a) General Rules: Notice and Hearing Required. The Director may, after notice and hearing, order that the use of, or right to enter upon, any portion of the Fish Pier be denied for a reasonable time to any person found to have violated these Rules. In determining what is a reasonable time, the Director may take notice of and consider the person's record, if any, of similar violation of these Rules.

(b) Exception for Summary Orders. The Director, or any Public Safety Officer, may, without notice or hearing, order any person leave any portion of the Fish Pier immediately if he has reason to believe that the person has violated these Rules and is likely to continue or repeat the violation unless so ordered. No such order shall be effective for more than seven (7) days, unless extended by the Director. The Director may extend such an order for a reasonable time only if a hearing cannot be held within seven (7) days of the order, or the person has consented in writing to an extension, and he/she has reason to believe that the person remains likely to continue or repeat the violation but for an extension.

(c) Employers may be liable. For purposes of this rule, a violation of these Rules by an employee or agent shall be imputed to the employer or principal, unless the employer or principal shows by clear and convincing evidence that the violation was committed without his/her authority, knowledge, or acquiescence.

(d) Trespassers. Any person who uses or enters or remains upon any portion of the Fish Pier in disregard of any order issued pursuant to this rule shall be deemed a trespasser for all purposes, including applicable provisions of Title 17-A, the Maine Criminal Code.

Rule 9. Other Penalties for Violation

In addition to Rules 7 and 8 hereof, any penalty or sanction otherwise available under law or contract for violation of these Rules may be imposed in accordance with the provisions thereof, unless the rule in question clearly conflicts with the law or contract.

II. SAFETY AND SECURITY RULES

Rule 10. Official Access to Fish Pier

Any Public Safety Officer or authorized security personnel shall be given free and immediate access to any portion of the Fish Pier in the event of an emergency. The Director shall be given free and immediate access to any portion of the Fish Pier at all reasonable times.

Rule 11. Limited Access to Restricted Areas

Reserved.

Rule 12. Negligent or Reckless Acts

No person shall act, or omit to act, at the Fish Pier in any manner which is reasonably likely to endanger life or property, whether or not such act or omission is expressly prohibited by these Rules.

Rule 13. Handling of Dangerous Material

No person shall keep, handle, or store at the Fish Pier any material which is explosive, radioactive, poisonous, or otherwise dangerous to life or property, without the prior written permission of the Director and the Fire Chief. No waiver or any other rule or regulation by any other regulatory authority shall constitute a waiver of this rule. A permit for the storage of such material shall be obtained from the Clerk of the City of Portland, shall be conspicuously posted at each storage site, and shall be subject to periodic review. Materials stored on vessels shall be exempt from this rule, except that the Fire Chief shall be notified of the presence of such materials.

Rule 14. Incident Reports

Any person who is a party to any incident at the Fish Pier involving personal injury or property damage shall make a written report to the Director within one week, in addition to any other report required by law. Submission of a copy of any other required by law shall be a sufficient report under this rule.

III. RULES OF CONDUCT

Rule 15. Disorderly Conduct

No person shall be intoxicated or disorderly, or engage in any form of gambling or combat, or commit any act of nuisance or any breach of the peace, at the Fish Pier.

Rule 16. Waste Disposal

- (A) No person, except tenants of the Portland Fish Pier Authority or the Portland Fish Exchange or transient vessels doing business with the Fish Exchange, shall place, discard, or deposit in any manner, garbage, refuse, oily waste, fish waste, gear, equipment, cuttings, twine, net, ropes, scrap metals, doors, litter of any kind, petroleum products or hazardous materials, as defined herein, anywhere on the Fish Pier, except as permitted by the Fish Pier Authority and in receptacles provided for that purpose.
- (B) "Hazardous material" shall mean and include a waste substance or material in any physical state which is designated as hazardous by 38 M.R.S.A. §1319(1)(Hazardous Matter Control), 42 U.S.C. §9602 (Comprehensive Environmental Response, Compensation and Liability Act), or any other applicable federal or state law dealing with hazardous materials.
- (C) Hazardous waste may not be discarded nor deposited on the Fish Pier.
- (D) Notwithstanding the foregoing provisions, a tenant of the Fish Pier Authority or the Portland Fish Exchange or a transient vessel doing business with the Portland Fish Exchange may deposit uncontaminated used motor oil, uncontaminated used hydraulic fluids, and the filters employed in their use, in receptacles provided for that purpose, and in strict accordance with such rules and regulations relating to the disposal of such material with may be promulgated by the Director of Waterfront and Transportation from time to time.
- (E) The Director of Waterfront and Transportation may charge a fee equal to the costs of lawful disposal of such material, any required permits, other charges imposed either by law or by any agency transporting or disposing of such material, plus a ten percent (10%) administrative fee.

Rule 17. Animals

No person shall cause or permit any animal for which he/she is responsible to be on any portion of the Fish Pier, unless the animal is restrained by a leash or otherwise under control satisfactory to the Director. Nothing in this rule shall prevent the use of animals trained to aid the handicapped.

Rule 18. Driveways and Walkways

No person shall travel in any manner on any portion of the Fish Pier, except upon the roads, walks, or places provided for that particular class of traffic, nor occupy the road or walks in any manner so as to hinder or obstruct their proper use.

Rule 19. Storage of Property

Except as provided otherwise under law or contract, no person shall use any portion of the Fish Pier for storage or abandonment of fishing gear, scrap metal, equipment, or any other property

without prior written permission of the Director. No person shall store or stock material, equipment, or cargo in any manner which may constitute a hazard to life and property. The Director may order such property to be removed and/or safely stored, and may charge the person responsible therefor for the reasonable cost of such removal and storage.

Rule 20. Tampering with Fish Pier Property

No person shall destroy, disturb, or later in any manner, any building, sign, fence, gate, equipment, or flora of the Fish Pier or its users, or operate, hinder, impair, tamper with, or otherwise affect heater valves, hydrants, sprinkler valves and devices, blower motors, the electrical and air conditioning or heating systems at the Fish Pier without the express permission of the Director or under a contract with the City of Portland. No person shall hold open by any device or mechanical means or in any way cause to be held open or left open any gate, door, or window in any building at or on the grounds of the Fish Pier unless so authorized by the Director.

Rule 21. Assemblies and Solicitation

No assembly, meeting, press conference, demonstration, picketing, or other gathering shall be organized or conducted and no begging, panhandling, or solicitation of alms shall occur, within the public use areas of the Fish Pier grounds, any loading area, or any portion of the vessel operations area at the Fish Pier, except that the Director may permit such activities, subject to reasonable conditions, on the Fish Pier grounds where he determines that the activity will not interfere with Fish Pier operations or conflict with the contractual obligations of the City of Portland. The sale of articles primarily for commercial rather than religious, charitable, or benevolent purposes shall be governed by Rule 22 hereof.

#### IV. BUSINESS RULES

Rule 22. Commercial Activities

No person shall engage in any commercial activity, or solicitation, including advertising, at the Fish Pier without a municipal contract, license, or permission therefor, whichever may be applicable.

Rule 23. Itinerant Service Companies

(a) Itinerant service companies using the Fish Pier must have a permit issued by the Director at an annual fee. A fee schedule for the current year is available in the Waterfront Office. Permits will be valid for the calendar year.

(b) Itinerant service companies shall maintain at all times during their use and occupancy of the Fish Pier general liability insurance in the amount of \$500,000, and be named as an additional insured in all such policies. Such policies shall provide that they may not be canceled without ten (10) days prior notice thereof to the City.

Rule 24. Transient Vessels

Transient vessels may not make repairs at the Portland Fish Pier except at the repair berth, which is privately operated, or at City-operated berths with the prior approval of the Director.

## V. MOTOR VEHICLE RULES

### Rule 25. Operation in General

Operators of vehicles shall at all times comply with any lawful order, signal, or direction of any authorized person. Where vehicle traffic is controlled by lights, signs, pavement markings, or other device, such controls shall be obeyed unless any authorized person direct otherwise. No person may operate a vehicle in excess of 15 m.p.h., or otherwise in excess of the posted speed limit. Pedestrians shall at all times have the right-of-way over vehicles.

### Rule 26. Parking, Stopping, and Abandonment

(a) Prohibited Except n Designated Areas. No person may park, stop, or abandon any vehicle in an area designated by the Director for that purpose and in accordance with the limitations and requirements, including the payment of fees, if any, applicable thereto.

(b) Violators may be towed. Any vehicle parked, stopped, or abandoned in violation of this rule, or which otherwise poses a hazard or hindrance to surface or vessel traffic, may be removed by order of the Director, at the owner's expense, and without liability for any damage that may result therefrom.

## VI. VESSEL RULES – As amended 12 January 1990 AMENDMENT No. 1

### Rule 27. Pier Protection

Vessel will maintain in good condition a camel(s) the full length of the berth. The log of said camel(s) shall be a minimum of 13: in diameter and attached to the pier such that it will float within a foot of the pier at all times and its attachment to the pier will be in a manner approved by the Waterfront Manager.

### Rule 28. Accident Reports

Vessels causing damage to the piers must report same to the Director within 24 hours.

### Rule 29. Transient Berthing Rules

Transient berthing will be allowed only upon approval of the Director and in berths designated by him/her. Transient vessels desiring berths must register promptly with the Director and prepay berthing fees.

### Rule 30. Vessel Fuel and Ice

No Vessel may take on fuel or ice at the Fish Pier at any areas other than in areas designated by the Director, subject to the exclusive right to provide ice and fuel granted to Vessel Services, Inc. by its lease with the City of Portland.

### Rule 31. Fish Off-Loading

No fish shall be off-loaded at the Fish Pier, except at the unloading piers of the Portland Fish Exchange or at an area designated by the Director.

### Rule 32. Wire Pulling

All vessels using the wire rope work area in the street along the west face of the Portland Fish Pier must comply with the following safety rules:

- (1) Vessel winch must be attended at all times the wire rope in motion;
- (2) An individual will be posted on the dock at the sheet pile bulkhead as a safety watch in full visual view of the winch operator or with positive radio communications at all times that the wire rope is in motion;
- (3) No ground cable pulling;
- (4) No nets of any type;
- (5) No roller frames

Failure to comply with the rules will result in:

- (1) First occurrence – Verbal Warning
- (2) Second occurrence – written warning
- (3) Third Occurrence - \$100.00 fine and a Mandatory hearing before the Waterfront Director, who may at his discretion, deny the vessel the right to do wire rope work on the Fish Pier, and who may suspend the vessel's other Fish Pier privileges.

VII. FIRE PREVENTION RULES – As amended 12 January 1990 Amendment No. 1  
(Renumbering only)

Rule 33 Fire Prevention Code Applicable

Chapter 321 (Fire Prevention Code) of the Municipal Code shall be applicable to all activities and conditions at the Fish Pier.

Rule 34. Special Supplementary Rules

The following special rules shall supplement Chapter 321 (Fire Prevention Code) of the Municipal Code:

- (a) Interference or Tampering with Fire Equipment. No vessels, vehicles, mobile equipment, power units, or associated equipment shall prevent free access to and from the normal use of fire hydrants, gates, doors, or passageways. Fire extinguisher equipment at the Fish Pier shall not be tampered with at any time or used for any purpose other than firefighting or fire prevention.
- (b) Use of Flammable Liquids. Highly flammable or volatile liquids or solutions may not be used for cleaning purposes unless authorized by the Fire Prevention Officer. No person shall use such liquids for cleaning purposes unless such cleaning operations are conducted in an outside and remote area, or in a room or building specifically set aside for such operations, which shall be properly ventilated, fireproofed, and equipped with adequate readily-accessible fire extinguishing apparatus.
- (c) Disposal of Wastes and Combustibles Reserved.
- (d) Fuel Transfers. Fuel transfers must conform to municipal fire code, U.S. Coast Guard regulations, Fish Pier rules, and any other lawfully promulgated fuels.
- (e) Spillages. Spillages must be reported to the Director and to the Portland Fire Chief in addition to any other regulatory agencies.
- (f) Use of Flaming or Spark-Producing Devices. Reserved.

Approved by BOB, Jan 17, 2006

PORTLAND FISH PIER AUTHORITY/CITY OF PORTLAND  
AGREEMENT FOR FISHING VESSEL WHARFAGE

This AGREEMENT, made this \_\_\_\_\_ day of, by and between the Portland Fish Pier Authority/City of Portland ("City") and \_\_\_\_\_ ("Tenant").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. WHARFAGE. The City hereby grants to the Tenant the right to use Berth \_\_\_\_\_; the right to use one (1) parking space per authorized vessel for the parking of automobiles, only; and access to shore power at the Portland Fish Pier Complex for a period of twenty-four (24) months from and after \_\_\_\_\_, 200\_\_ (hereinafter the "Berth"). The Tenant may utilize this Berth for the Designated Vessel identified in the Wharfage Registration Form (which is attached hereto as Exhibit 1), any substitute vessel approved in writing by the City, and up to two (2) rafted vessels which vessels must be identified in the Wharfage Registration Form and shall only be in the nature of commercial fishing vessels (hereinafter "Rafted Registered Vessels"). Tenant and any Registered Rafted Vessel shall be subject to the terms and conditions of this Agreement.
2. PAYMENT. The Tenant shall pay to the City, monthly, in advance and in non-refundable installments, berthing rental fee(s) as follows:
  - a) the sum of \$ \_\_\_\_\_ per month for the Designated Vessel; and
  - b) electricity will be metered and a monthly bill for usage will be sent to each tenant. Payment for electrical charges is due within 30 days of bill date.

09/14/06

In the instance of a rate change, which shall occur, if at all on the annual anniversary date of this Agreement, Tenant shall be notified in writing but, otherwise, all other terms and conditions contained herein shall remain in effect.

Tenant agrees to pay interest at the rate of one and a half percent (1 1/2%) per month for each payment not made within ten (10) days of the due date as provided herein.

3. GOVERNMENTAL REQUIREMENTS. The Tenant and Registered Rafted Vessels shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to the regulations and orders of the Portland Fish Pier Authority.
4. INSURANCE REQUIREMENTS.
  - (a) The Tenant and Registered Rafted Vessels shall procure and maintain, throughout the term of this Agreement, Protection and Indemnity Insurance covering claims on an occurrence basis in the minimum amount of Four Hundred Thousand Dollars (\$400,000) combined single limit for bodily injury and for property damage and listing the Portland Fish Pier Authority and the

City of Portland, its officers, agents and employees named as an additional insured thereon.

- (b) The Tenant and Registered Rafted Vessels shall procure and maintain, throughout the term of this Agreement, Hull Insurance.

A Certificate of Insurance shall be provided to the Portland Fish Pier Authority/City prior to the execution of this Agreement as evidence of the above coverage and limits, which Certificate will be attached and made part of this Agreement.

5. INDEMNITY. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold the Portland Fish Pier Authority and the City of Portland harmless at all times from any and all claims, liability, losses, costs, expenses (including without limitation attorney's fees), fines, damages or judgments that arise out of or in connection with the Tenant's mooring of its vessel at the Portland Fish Pier Complex, **except to the extent that** such claims arise from a negligent act or omission of the Portland Fish Pier Authority, the City of Portland or their officers, agents, employees or servants. In cases in which either the Portland Fish Pier Authority, or the City of Portland is a party, they shall have the right to participate; and no such suit or action shall be settled without their prior written consent. This indemnification shall extend to employees, agents and property of the Portland Fish Pier Authority and the City of Portland as well as third parties.
6. SUBLETTING, ASSIGNMENT AND TRANSFER. The Tenant may not sublet, sell, transfer, assign, or otherwise dispose of this Agreement or any portion thereof, or of his right, title or interest therein, without the prior written consent of the Authority. The authorization of up to two (2) registered Rafted Vessels shall not be considered "subletting" hereunder.
7. TERMINATION. Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the others.
8. RENEWAL. The Agreement shall automatically renew on an annual basis, subject to rate changes, unless:
  - (a) the Tenant is in default of its obligation hereunder in which case the Agreement shall automatically terminate; or
  - (b) the Tenant or the City provides written notice to the other of the intention to terminate this Agreement
9. REMOVAL. At the termination of this Agreement, Tenant must remove the designated vessel from the Portland Fish Pier Complex; if the Tenant fails to effectuate this removal within seven (7) business days of said termination, the City may move the vessel with all costs associated with such move to be borne exclusively by the Tenant.

In the event the Designated Vessel or any Registered Rafted Vessel sinks at the berth or otherwise within the Portland Fish Pier Complex, Tenant shall commence salvage activities within twenty four (24) hours of notice from the City that such sinking has taken place; if Tenant fails to commence such activities, the City may salvage the vessel with all costs associated therewith to be borne exclusively by the Tenant.

IN WITNESS WHEREOF, the Portland Fish Pier Authority/ City acting by and through its representatives, pursuant to the Management Agreement, dated September 24, 1990, and the Tenant have executed this Agreement on the day and year first written above.

WITNESS

CITY OF PORTLAND/  
PORTLAND FISH PIER AUTHORITY

\_\_\_\_\_

by \_\_\_\_\_  
Joseph E. Gray, Jr.  
Manager  
City of Portland  
Authorized Representative, Portland Fish Pier Authority

[FISHING VESSEL]

\_\_\_\_\_

\_\_\_\_\_  
by:  
Its

# WHARFAGE REGISTRATION FORM

## **Tenant**

Boat Name \_\_\_\_\_

Boat Owner's Name \_\_\_\_\_

Boat Owner's Address \_\_\_\_\_

Boat Owner's Telephone \_\_\_\_\_

Boat Registration # \_\_\_\_\_

Boat Length (L.O.A.) \_\_\_\_\_ Draft \_\_\_\_\_ Beam \_\_\_\_\_

Hull Material: Steel \_\_\_\_\_ Wood \_\_\_\_\_ Glass \_\_\_\_\_ Other \_\_\_\_\_

Name of Boat Captain \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name of Boat Manager \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

## **Rafted Boat #1**

Boat Name \_\_\_\_\_

Boat Owner's Name \_\_\_\_\_

Boat Owner's Address \_\_\_\_\_

Boat Owner's Telephone \_\_\_\_\_

Boat Registration \_\_\_\_\_

Boat Length (L.O.A.) \_\_\_\_\_ Draft \_\_\_\_\_ Beam \_\_\_\_\_

Hull Material: Steel \_\_\_\_\_ Wood \_\_\_\_\_ Glass \_\_\_\_\_ Other \_\_\_\_\_

Name of Boat Captain \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name of Boat Manager \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**Rafted Boat #2**

Boat Name \_\_\_\_\_

Boat Owner's Name \_\_\_\_\_

Boat Owner's Address \_\_\_\_\_

Boat Owner's Telephone \_\_\_\_\_

Boat Registration \_\_\_\_\_

Boat Length (L.O.A.) \_\_\_\_\_ Draft \_\_\_\_\_ Beam \_\_\_\_\_

Hull Material: Steel \_\_\_\_\_ Wood \_\_\_\_\_ Glass \_\_\_\_\_ Other \_\_\_\_\_

Name of Boat Captain \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name of Boat Manager \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_