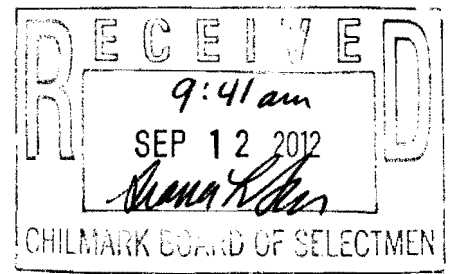


Lynn C. and Susan B. Murphy  
P.O. Box 61  
8 Rumpus Ridge Road  
Chilmark, Massachusetts 02535



September 12, 2012

Board of Selectmen  
Town of Chilmark  
P.O. Box 119  
Chilmark, Ma. 02535

Dear Board members:

On Wednesday, August 1, 2012 a crew from the MV Shipyard came to Menemsha to help me move our rental moorings by the Homeport. I wasn't able to help them place the moorings when they set them in May, and they needed to be adjusted. I found Dennis Jason in Menemsha that morning and told him what we were doing. I asked him for his help. Tom Langman's mooring had a boat on it that last year had done extensive damage to the awl-grip finish on *Maitri*, a 30' Algeron sailboat that has occupied our #3 mooring for upwards of seven years. The owner was bringing *Maitri* from Rhode Island for August, and I did not want a repeat of last year's mishap.

Dennis met us off the Homeport and I explained the problem. He directed us to move Tom Langman's mooring and okayed the placement of all our moorings we needed to move. Then he left.

About two weeks later Dennis called me and asked if we had moved Tom Langman's mooring when we were out there two weeks before. I told him that of course we did. He had directed us where to put it. He said he didn't remember that. When I recounted all the circumstances of the morning he reminded me that he had left before we moved it. I told him that we put it exactly where he had directed us to put it.

Apparently a man named Michael Seeger keeps his boat on Tom Langman's mooring, and claims that it sustained damage because it was moved. He has opened a claim with his insurance company naming me and the MV Shipyard as the responsible parties.

We were following the procedures laid out in Chilmark's extensive regulations for moorings, which states that no one can move a mooring without the harbor master's approval. We should not be liable for his damage. **BUT NEITHER SHOULD THE TOWN OF CHILMARK!** This Michael Seeger does not have a

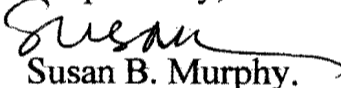
mooring permit. He does not have a mooring. He is using Tom Langman's mooring to keep a rather large boat in a crowded mooring field on a mooring that is inadequately sized for the location and length of the vessel. In July of this year on a windy day the boat dragged the mooring and banged into some other boat. Last year when the owner of *Maitri* showed the harbor master the damage, Dennis remarked that the boat on Tom Langman's mooring shouldn't be there. But Dennis's solution was to choke up *Maitri's* pennant.

Dennis also reminded me when we were off the Homeport on August 1st that no mooring has a permanent spot. I reminded him that Lynn had been instructed by the Town of Chilmark to apply for federal mooring permits with the US Army Corps of Engineers because his moorings were rental moorings. In the process of doing that we hired the engineering firm of Schoefield, Hoehn, and Barbini to locate our mooring coordinates for the Army Corps. I think that means we do have permanent spots for our moorings.

We have complied with every request, instruction, directive, and regulation the town has dictated. I ask you as a board to support us in this matter. The rule which states that no one can sublet his mooring is a farce if Michael Seeger can claim his boat was damaged when it had no business being on that mooring in the first place.

Tom Langman apparently moved his mooring from Edward's Cove several years ago with Dennis's approval. He claims it is his "storm" mooring. Please direct Dennis to tell him to move his "storm" mooring back to Edward's Cove, where there is some shelter from the weather. It has caused nothing but chaos in an overcrowded mooring field.

Respectfully,

  
Susan B. Murphy.

17 August 2012  
Harbormaster  
Town of Chilmark  
02535

Dear Dennis

I am writing to set forth in the record that my boat (24' Eastern, 135 HP Honda) was damaged while moored in Menemsha Creek abeam of the Homeport Restaurant. This damage appears to be the direct result of irresponsible and unauthorized handling of my boat by others to suit their own purposes.

The facts are as follows based on personal observations

- On or about August 3, 2012 I became aware on inspection that my boat and its mooring had been moved southerly in the direction of Edy's Island. When coming along side I saw some strange abrasions on the starboard hull near the waterline.
- On that day I had occasion to speak with a crew from the Martha's Vineyard Shipyard. They were moving other moorings in the vicinity. I asked the crew if they had moved my boat and mooring. They said they did move it.
- I asked why had they moved my property without my permission?. Was there an emergency? Shipyard folks said no there was not an emergency they were operating under instructions from Susan Murphy with approval of the Harbormaster.
- I advised the crew right then that I could foresee problems with the new location of the mooring with respect to the close proximity of other moored boats particularly in certain tidal and wind conditions. They responded that I should take this up with Susan Murphy and the Harbormaster.
- I tried to contact you but you were unavailable at the time.
- During the next week around August 10<sup>th</sup>, I found my boat tethered tightly prop shaft(my boat) to mooring line with an 18' Tripp. I noted that the shaft housing of my motor, and transom corners had been abraded and paint chipped. I freed it and shortened my mooring line.
- A couple days later I found the boats tied up again. As a temporary measure I lowered my motor in hopes that it would not become hung up again. At this time I spoke to you on the phone about the situation.. You said you were not aware that my boat had been moved but would check into it.
- On August 14, I found that the right side and rear of my motor cover was scratched and gouged.
- It appears now that as of the date of this letter my boat and mooring have been relocated again., further away from the Tripp.

Dennis it would be helpful if you could respond providing any additional information that you may found out regarding this situation.

Obviously, I am upset. My boat and motor have been meticulously cared for. The motor has less than 250 hours. It now has the appearance of having been abused. The damage is repairable but costly if done professionally. Meantime, the value and enjoyment of my property are diminished.

I do not know Susan Murphy or why she or Martha's Vineyard Shipyard feels empowered to move my boat around but neither she nor the MVS has any right to handle my property without my knowledge unless it is an emergency and this was clearly not.

Of course communications can be miscued. I get that. But if someone takes it upon themselves to handle or move another owners property without permission they assume full responsibility for the

outcome. I intend to hold those parties responsible.

I am not new to the waterfront. I have had more than one boat moored off Homeport in past years. The Eastern was moored in the same vicinity last season without incident. Mooring space is always tight and ideally it works if everyone cooperates. It seems like in this case people are operating independently to suit their own purposes.

Sincerely



Michael L. Seeger

PO Box 559  
Chilmark, MA  
02535  
645-3344

8/28/2012

This is not a  
permitted town  
mooring. I have  
no idea of who  
Michael Seeger is -  
Ginny

Seeger  
Po Box 559  
Chilmark  
02535

8/30/12  
8/25/12  
9/4/12

PLACE STICKER AT TOP OF ENVELOPE IN THE  
OPENING TO SECURE ADDRESS FOLD-A-  
**CERTIFIED MAIL**



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1000



02535

U.S. POSTAGE  
PAID  
CHILMARK, MA  
02535  
AUG 20, 12  
AMOUNT

\$5.30

00084800-02



FOREVER  
USA

Town of Chilmark  
Harbormaster  
02535

found in  
municipal building  
on 8/25/12  
W. Seeger

PROGRESSIVE CLAIMS  
2200 HARTFORD AVENUE  
STE 150  
JOHNSTON, RI 02919

002522

**PROGRESSIVE**

**Underwritten By:  
Progressive Northern Insurance  
Company**

Claim Number: 12-3939031  
Loss Date: August 12, 2012  
Document Date: September 4, 2012  
Page 1 of 1

SUSAN MURPHY  
8 RUMPAS RIDGE ROAD  
CHILMARK, MA 02535



**claims.progressive.com**

Track the status and details of your claim,  
e-mail your representative or report a  
new claim.

## Claim Information

I am currently handling a claim for my insured who has his boat moored in the Menemsha Creek near the Homeport Restaurant. My insureds boat was damaged due to its mooring being moved by Martha's Vineyard Shipyard. I would like to discuss this matter with you, as I have information showing that you had Martha's Vineyard Shipyard move moorings in the area for you. If you could please call me at the number listed below, it would be greatly appreciated so we can discuss this matter further.

KEVIN SHANLEY  
Claims Department  
1-781-376-6553  
1-800-PROGRESSIVE (1-800-776-4737)  
Fax: 1-781-935-1520

Form 2587 XX (01/08) - MA