

Asst Exec Sec

From: Virginia Jones <harborassist@chilmarkma.gov>
Sent: Thursday, November 13, 2014 10:31 AM
To: Warren Doty (warrendoty@verizon.net); 'Jonathan E. Mayhew'; 'Bill Rossi'
Cc: 'Asst Exec Sec'
Subject: 20141107Walter Wlodyka.doc
Attachments: 20141107Walter Wlodyka.doc

Dear folks:

As part of the mailing yesterday, we had a letter to go with Walter Wlodyka's slip, with a copy to Lev Wlodyka. It is attached. We showed it to Jonathan, who was in the building and he asked that we show the letter to all of you. He was concerned about the requirement that Walter be a 50% owner. The 50% requirement was what I thought I heard at the meeting we had late last spring or early summer, or from one of you (Warren?) subsequently.

The requirement for 50 % insures that we do not set a bad precedent of allowing folks to own a 1 % share in a boat and thus obtain the use of a slip. The intent is that any slip should be owned by a substantive (and not figurehead) owner as it is not inconceivable that an owner could "condo" a boat and have 5 or 10 owners. This would violate the intent of the Waterways Rules and Regulations. In addition the following apply – all in Section VII:

"C. If a slip holder sells his/her boat, the slip shall be allocated to the next person on the waiting list unless the slip holder replaces the boat within one year.

F. The Ship holder must own or be the lessee of the boat in the slip.

H. Only one slip may be leased to any household. Slip leases will only be issued in the name of a single individual. **The slip may not be transferred except to a spouse or surviving spouse if the boat is also in the name of the spouse.** (bold added for emphasis.) *[Please note (italics added to indicate that this is the Harbor Department opinion) that the slip goes with the person and not with the boat; thus a part owner does not automatically acquire the slip if the owner dies, although the slip lease would continue through as a legal contract until expiration so that the heir would actually have the use of the slip for the remaining portion of the lease – (confirmed by Town Counsel: remember the Danny Bryant slip.) -- In this case the slip belongs to Walter and only he can renew it].*

J. Boats must be appropriate in length and beam for the slip assignment held.

K. When a person increases boat size beyond capability of the slip, an effort will be made to affect [sic – this should be "effect."] a switch in docking space, but there will be no guarantee this can be done and no changes will be made in slip size."

Conversely there is a concern that requiring 50% may be onerous, and may also result in liability and/or insurance difficulties.

A reminder: in the past we have had several waiting list requests in two names (joint owners, husband and wife) and in two instances the owners have divorced setting up a legal situation that delayed the divorce, and threatened to involve the Town.

I have withheld the two slip renewal letters (Lev and Walter's) from the mail while we await a determination from you as the percentage of ownership required, or even if it should be in the letter.

Please advise.

Ginny (with the concurrence of Denny)

12 November, 2014

Walter Wlodyka

Dear Walter:

As determined by the Board of Selectmen last spring, and as we have discussed over the intervening months, you are the lessee of a slip on the Commercial Floating Docks. As you and Lev have been advised, use of your slip by TERRY II is not allowed by the terms of your lease. As agreed by the Selectmen, the use of your slip by TERRY II is only allowed if you are a joint owner (at least 50%) of TERRY II. Proof of ownership must be confirmed by the documentation or registration papers, and you must present this confirmation and proof of ownership before the lease will be renewed.

Further, the use of the commercial slips is restricted to an owner engaged in commercial fishing. It does not include chartering or similar uses.

Finally, use of the floating dock to store fishing gear is restricted to one fishing tote similar to the gray fishing totes, approximately 4' x 2 ½' x 3', used by the commercial fishermen. Nothing else is to be stored on the floating dock.

If you have any questions, please contact me.

Thanks.

Dennis Jason
Harbormaster

Board of Selectmen & Harbor Advisory Committee

Joint Meeting Minutes June 9, 2014

Present: Selectmen chairman Bill Rossi, Warren Doty and Jonathan Mayhew.

Harbor Advisory members: Everett Poole, Scott McDowell, John Armstrong, *Jeff Maida and Andy Goldman absent*. Others: Dennis Jason, Virginia Jones, Tim Carroll.

At 5:17 meeting was called to order in the Town Hall Conference Room 1.

Width of Commercial Slip - Wlodyka & Assignment:

Harbor master Dennis Jason reported that Lev Wlodyka broke a piling trying to bring a bigger boat than was assigned to his father's slip.

The slip is assigned to Walter Wlodyka for Commercial Fishing. Discussion turned to what the definition of a commercial fisherman is; it could be that a commercial fisherman income is made up of 45% fishing income.

Ways in how the piling would be replaced were discussed.

Discussion turned to options on how to proceed.

- 1.) If Walters name is on the ownership of the Terri T then the Terri T can stay in that slip.
Mr. Doty moved that if Walter Wlodyka's name is on the ownership of the Terri T, then the Tempest 2 can stay in that slip. Mr. Mayhew seconded the motion.
SO VOTED: 3 Ayes
- 2.) The need to measure and decide at another time where the replacement piling will go.
- 3.) An alternate plan is Walter gives up slip and Wes passes on being #1, does he get to keep his place at #1 or go to bottom of the list. Mr. Mayhew said no while Mr. Jason said yes.
No action taken at this time.

Mr. Mayhew moved to adjourn. Mr. Doty seconded the motion. **SO VOTED: 3 Ayes**

Minutes respectfully submitted by Diana DeBlase. Approved 07/01/14