

4.20.2017

Dear Board of Selectmen,

My name is Peter Harrison and I've been a slip lessee of slip #1 on the West Dock. My father Howard Harrison, leased slip #1 since the early 1970's and aside from renting the Hoxie house on Menemsha Pond for 2 seasons, my family has been coming to our house at 2 Flanders Lane ever since. I'm writing to you regarding an issue involving slip #1 and the Harbormaster, Dennis Jason.

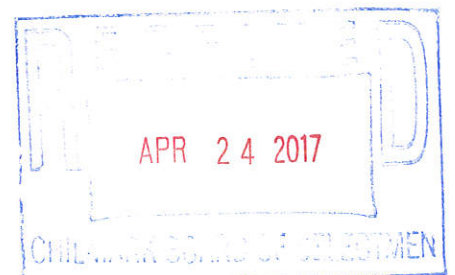
Last Summer, I purchased a "fly-bridge" Bertram 33' which I delivered to slip #1 in early August. This vessel is ideal for fishing and for my family of 3 young girls, (including 5 year-old twins and their 7 yr old sister) and my wife. This vessel only has controls on the bridge, which requires me to rapidly go up/down the ladder to handle lines, when docking or departing. My wife keeps our kids inside the cabin for safety reasons, when we arrive or leave the slip and I usually handle dock lines singlehandedly. The purchase price was more reasonable than other, comparable Bertrams I believe, due to the lack of a second controls station. This was a very important issue in my purchase decision because slip #1 on the West Dock has no slip or vessel on the starboard side. That area was formerly, a double slip used by Lynn Murphy's repair business. When departing or tying up, it is much easier and safer to single-handedly secure this boat, as there is no vessel on the starboard side.

As I've described above why slip #1 is important to my family and me, I'll explain what began almost as soon as my new boat arrived in Menemsha.

I received a call from a fellow boater explaining that my slip--neighbor, Riggs Parker and his wife, of the adjacent slip (#2) were furious and loudly complaining about their now compromised view, due to the presence of my new boat. About 1 week later, the Harbormaster came to me at Squid Row and explained that the Parkers, while being longtime contributors to the town, had been having difficulty running their boat in and out of their slip, due to the elderly age of Riggs Parker. He further explained that it would be much easier for them if I would "just switch slips with them". I replied that, as a father of three little girls, my vessel has only fly bridge controls and a significant factor in buying my boat was "knowing there was no vessel on my starboard side during solo operation". I also told him that others on the dock had firmly stated the Parkers have had no difficulty operating their boat. I was also told, in no uncertain terms that the Parker's issue is exclusively related to my vessel's fly-bridge obstructing their "view". The Harbormaster immediately dismissed this as false.

Subsequently, during September and once more in October, the Harbormaster called me to ask if I would reconsider switching slips with the Parkers. On those occasions I gave him the same response--that there is no valid reason to switch and that slip #1 was, and remains very important to me, for the reasons I've described above.

Finally, on a sunny Saturday in November, I came to Menemsha with a friend, to run my boat to Niemiec's Marine in New Bedford for winter storage. The yard had asked me to have the holding tank pumped prior to arrival at the yard, so I looked for someone at the Harbormaster's office in Menemsha prior to leaving. Sometime around 11AM that morning the Harbormaster came over to the West Dock. I approached him and inquired about having the holding tank pumped. He immediately refused, saying "No, I'm not doing that" and "I've got a meeting to go to in an hour". He further stated "why don't you go somewhere else, like Vineyard Haven and ask them, or just have it done in New Bedford?" He then proceeded to ask why I continued to refuse to switch slips. I again explained to him, exactly as I've described above.



After my boat arrived at Niemiec's in New Bedford, I was charged for a contractor to pump the holding tank and for 15 minutes of labor for a yard worker to open and close my boat for the pump-out. I now understand it's a very quick process that I previously thought, was provided to any boater in Menemsha.

A few weeks later, the Harbormaster called me and first, said "Peter, I have full authority to decide how slips are assigned", and to quote him, he stated "I'm switching your slip with the Parkers and you're just gonna to have to suck it up".

I've attached a copy of a letter dated November 26th that Helen Parker sent to the Harbormaster requesting to be assigned to my slip, (slip #1). At the bottom of the same letter she added a note to me explaining how appreciative she is to now be able to enjoy her boat from slip #1 etc etc. I want to ensure that the selectmen understand that my desire to continue leasing slip #1 is not for posterity, as Mrs Parker's letter may suggest, but for a measure of safety while running my vessel, unassisted, in and out of the slip. Although this may be stating the obvious, the Parker's letter is dated 4 months after the Harbormaster approached me to reassign slip #1. It is therefore, quite clear that the Parkers and the Harbormaster began discussing this matter upon the arrival of my boat to Menemsha.

In closing, I am extremely surprised and taken aback by the obvious collusion between the Menemsha Harbormaster and the Parkers. Let me be clear, the Harbormaster has repeatedly lied to me about why a slip reassignment should occur and he has ignored my explanation regarding the purchase and safe operation of this vessel, with my children on board, with single-station "bridge" controls. Whatever his motive may be, details within the Parker's letter stand in stark contrast to everything the Harbormaster has said to me since last August.

I am quite aware that the annual lease for these slips does not guarantee that anyone will continue to use the same slip each season; however, no Harbormaster in Menemsha has EVER switched slips against the will of a lessee for the benefit of another. The absurdity and profound bias, evident in everything the Harbormaster has said to me since last summer, has left me with two choices:

1. Request the Board of Selectmen override the Harbormaster's decision to change Lessee slips.
2. Instruct my attorney to pursue a remedy, as described above.

As a taxpayer and seasonal resident of Chilmark, getting lawyers involved is something I would prefer to avoid. I certainly appreciate your time and hope the Board of Selectmen will consider my request reasonable. If any of the three of you would like to further discuss this issue, I am more than glad to speak with you and answer questions. I am available via email or cell (or "snail"-mail, of course) at your convenience.

Sincerely,

Peter M. Harrison