



CITY OF HALLOWELL

ONE WINTHROP STREET
HALLOWELL, ME 04347

City Council

TEL: (207) 623-4021 FAX (207) 621-8317

Web Site: <http://hallowell.govoffice.com>

POLICY 2012-01
CITY OF HALLOWELL
WATERFRONT PARK DOCKING PERMITS
For Power and Sail Boats on the Kennebec

Docks are open in mid-May (pending weather conditions) and close mid-October (pending weather conditions).

RULES & GUIDELINES

These rules and guidelines are for permits needed to dock at the Waterfront Park in the City of Hallowell (City). For other harbor or mooring information, please contact the Hallowell Harbormaster Dan Davis at 557-0557.

Docking permits will be issued by the Hallowell Police Department located at City Hall, 1 Winthrop Street. For further information, you may contact the Hallowell Police Department, 207-623-3131. Police department notification and permission (no written permit) are required for "daytime docking". A written permit, with fee, is required for "overnight docking".

Compliance:

Permittee shall comply strictly with all the provisions of this agreement, including rules and regulations governing conduct of persons using the Waterfront Park docks. The parties agree that failure by the Permittee so to comply will give the City an immediate right to terminate the permit given hereunder, and in addition to exercise all rights and remedies which the City has under this Agreement and/or under applicable laws of the State of Maine and of the United States.

Authorization:

Permittee warrants that he/she is the owner of the Boat, or authorized to enter into this Agreement by the owner, and furnishes the information hereunder, and warrants that said information is true and correct.

Space Provided and Fees:

Permittee shall have the right to berth his/her boat at the docks attached to the bulkhead at Waterfront Park, according to the following fee schedule and conditions:

Daytime Docking:

Docking between 8 a.m. and 8 p.m.: No fee (you must notify the Hallowell PD and provide: name and cell phone #, type/size of boat, and est. docking time period)

Nighttime Docking

Docking between 8 p.m. and 8 a.m.: \$10

Permittee agrees to pay fees at time of issuance for overnight docking. Checks can be made payable to the City of Hallowell. No credit cards accepted.

Permit shall be posted upon the forward dockside window of the boat.

The City reserves the right to limit any single individual's repeated use of these docks, so as to give more boaters the opportunity to use this community wharf.

Emergency Work and Docking:

Permittee assumes all responsibility for seeing to it that the Boat is properly docked, with lines properly tied and secured at all times, so that the Boat will be secure in any weather conditions. Should any circumstance require any action to prevent damage to the Boat, such action shall be the responsibility of the Permittee.

The City may however, at any time, take such steps and perform such services with regard to the Boat as in its sole discretion it shall choose including tying off the Boat in such manner, and with such lines, as it shall deem proper. The City shall not be liable for loss or damage to said Boat occurring before, during or after said services shall have been performed, or for failure to provide any goods or materials used, or any work done, whether emergency or otherwise, in an effort to protect or safeguard the Boat, or other boats, docks, installations or persons from damage by the Boat, regardless of the success of such efforts.

Liability of Permittee and City:

The City shall not be liable for any loss or damage to the hereunder-described vessel or the contents thereof, or for injury to any person for any cause.

The City is not considered to be an insurer of the property or of the person of the Permittee, his guests, invitees, or any other person all of whom come on Permittee's premises at their own risk; it is agreed the Permittee have full and complete insurance

coverage of his/her own against all boat and boating hazards, and hazards of personal injury.

Permittee shall be liable for, and shall hold the City harmless from, any loss, property damage or personal damage or personal injury suffered by the City or other person caused directly or indirectly by the Boat or operator including, but not limited to: damage or injury caused by operation of the Boat by Permittee or persons allowed by permittee to operate the Boat; damage or injury caused by the Boat while moored, or after breaking away from its the dock and damage or injury caused by substances (including fuel or objects) or dangerous condition in or on the Boat. Permittee shall likewise be liable for, and shall hold the City harmless from, any loss, property damage or personal injury caused by acts of others using the City's premises at the Permittee's invitation.

Removal of Boat

In the event that the permit granted has been terminated by default of this agreement, the City may at any time order the Boat removed from Waterfront Park dock and if it is not so removed, the City may have it removed at Permittee's expense to any spot selected by the City. The City may employ such force as may be necessary to accomplish such removal. The City shall bear no liability whatsoever for any loss, damage or injury resulting therefrom either to the Boat, its equipment, personal property, or persons remaining on board or to any third parties or their property. Removal shall not affect the City's right to recover monies owed by Permittee.

Sunken Boat

In the event the Boat shall for any reason sink while berthed at the Waterfront Park docks, the City may take immediate steps to raise and repair or remove said Boat, all costs of which shall be at Permittee's expense.

When obtaining permits, please bring the following information with you: your name; phone number; and make, length and name (if any) of boat.

Adopted by Hallowell City Council on May 7, 2012.

The Hallowell City Council changed the name of the park to Granite City Park on December 9, 2013.