

Application for Permit to Store Docks/Ramps/Floats Temporarily on Designated Moorings

The Five Mile River Commission ("Commission") is establishing a controlled mooring area ("CMA") for the temporary moorage of docks/floats/ramps (collectively referred to as "docks" in this Application) prior to their winter storage at marinas in the River. No docks may be moored in the CMA unless and until the Harbor Superintendent issues a written permit authorizing such moorage. If you would like to request a temporary moorage permit, please complete and submit this application. Your temporary permit application represents your acknowledgement of and consent to the Terms of Application/Permit, as set forth below, and you MUST sign the back page.

Application for Temporary Moorage Permit

Applicant (indicate if Owner or Marine Service Provider):

--Mailing address:

--Email:

-- Phone number(s):

--Dock Insurer's Name (if any), Policy Number, and Contact Details:

Owner of dock:

--Mailing Address:

--Email Address:

--Phone Number(s):

Emergency Contact (Cell and email):

List of covered docks/floats/ramps (dimensions and identifying marks of each):

Description of mooring ball, anchors (size), and length of chain:

Winter Storage Facility in River (marina contact/telephone):

FOR OFFICIAL USE ONLY

APPROVAL/DENIAL: _____ (HARBOR SUPERINTENDENT/DATE/EXPIRATION)

MOORING LOCATION: _____

Terms of Application/Permit

1. *General:* This application must be submitted by the dock owner or its authorized marine service provider (“the Applicant”) to the Harbor Superintendent, Raymond Meurer (P.O. Box 119, Rowayton, CT 06853), and must identify ALL docks that the Applicant wishes to moor temporarily in the River. The Applicant must include a check payable to “Five Mile River Commission” covering ALL docks for the expected moorage term, and must supplement that payment if any additional fees accrue.
2. *Effective Date and Denial/Suspension/Cancellation:* The permit shall NOT become effective, and no docks may be moored or stored anywhere in the River except at marina docks, unless and until the Applicant’s request is approved in writing by the Harbor Superintendent. The Harbor Superintendent may deny, suspend, or rescind permits at any time in his sole discretion.
3. *Fees:* \$10 per dock (times the total number of docks) for the first 3 calendar days of moorage, and \$10 per day, per dock, for each calendar day thereafter. In the case of docks larger than 100 sq. ft., Applicants must *also* obtain written permission from the DEEP (susan.jacobson@ct.gov) **after** securing the Harbor Superintendent’s permission.
4. *Temporary Moorage Season:* Temporary moorage will only be permitted between October 1st-December 1st, and April 1st-May 31st, subject to emergency, weather-related exceptions.
5. *Location of Controlled Mooring Area:* The Harbor Superintendent will designate a controlled mooring area west of the Rowayton community dock, outside the federal channel, and east of the intertidal zone (mudflats). No other moorage/storage of docks will be permitted anywhere in the River outside the marinas. Each applicant must provide and utilize appropriate sized mushroom anchors, chain, and line for the docks under the Harbor Superintendent’s direction. Docks may not touch or rest upon the River bottom at any time or tidal level.
6. *Removal:* All docks must be removed from assigned temporary moorage promptly upon expiration of the applicable permit unless the Harbor Superintendent grants an extension in writing and the Applicant pays the additional moorage fees. In addition, Applicants shall promptly remove all docks from the River at their expense if the Harbor Superintendent rescinds the applicable permit.
7. *Release of Liability and Indemnity:* The Applicant hereby assumes, and expressly releases the Five Mile River Commission and its individual Commissioners, the Harbor Superintendent, and the Assistant Harbor Superintendent from, any and all past, present, and future risks, claims, and liabilities of whatsoever kind, arising from or related in any way to the temporary moorage of docks, ramps, and/or floats in the River (collectively “Risks and Claims”). By executing this agreement, the Applicant agrees to defend, indemnify and hold harmless the Five Mile River Commission and its individual Commissioners, the Harbor Superintendent, and the Assistant Harbor Superintendent from any and all such Risks and Claims.

Read and agreed to by the Applicant

(Name of Applicant)

(Date)