

## Dock License Agreement

This agreement is entered into on this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Greenwich (hereinafter referred to as "The Town") acting by and through its Board of Selectmen, and \_\_\_\_\_, owner(s) and his/her/their assigns and heirs, of property abutting Mianus Pond identified with a tax identification number \_\_\_\_\_ and address of \_\_\_\_\_ (hereinafter referred to as "Owners").

Whereas The Town is the owner of a portion of the Mianus River, known as the Mianus Pond, and its shoreline of various widths: and

Whereas the shoreline abuts privately-owned property, whose owners and their guests seek to enjoy the pond in a responsible manner by constructing a dock; and

Whereas the installation of a new dock or maintenance of an existing dock in conformance with the standards adopted by the Greenwich Inland Wetlands and Watercourses Agency will not measurably detract from the ecological health of the pond or detract from other public uses,

Therefore, The Town does hereby grant to the Owner(s) permission to maintain or construct a dock on town-owned land adjacent to the property identified above, as shown on the plan entitled \_\_\_\_\_, prepared by \_\_\_\_\_, dated \_\_\_\_\_.

The term "dock" means any of the structures described in the Greenwich Inland Water Dock Guidelines (April 28, 2007, as amended) built, located, or maintained on or adjacent to the Mianus Pond.

The Owner's construction and use of the dock shall be subject to the following conditions:

The Owner(s) shall secure a permit from the Inland Wetlands and Watercourses Agency;

The Owner(s) shall maintain the dock in good and safe repair;

The Town maintains the right to inspect the dock at each renewal date(s) of this agreement or at any time during the term of this agreement. The Owner(s) grant The Town the right to access the dock through the Owner's property for inspections made at reasonable times with reasonable advance notice;

If upon inspection, the dock is found not to be in compliance with the IWWA permit and/or laws, ordinances, rules, and regulations of The Town, The Town shall advise the Owner(s) thereof and the reason(s) for such determination. Within ninety (90) days of receiving written notice from The Town, the Owner(s) shall take action to correct such non-compliance. If the Owner(s) fails to reasonably take action to correct the condition(s) of non-compliance within the specified timeframe, then The Town may terminate this Agreement upon thirty (30) days written notice to the Owner(s);

The Town inspections are conducted to assess compliance. The Town does not infer or assume any responsibility for assessment of safety or structural integrity;

The Owner(s), his, her and their assigns and heirs shall defend, indemnify and hold harmless The Town, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the dock;

The initial term of this Agreement shall commence on the date above written and continue for eight (8) years, unless earlier terminated or revoked for above non-compliance with the Inland Wetlands and Watercourses Agency permit, any other applicable laws ordinances, rules and regulations of The Town or failure to maintain adequate insurance required by this Agreement. In the event that this license is not terminated for cause for reason of non-compliance as described above, this license shall automatically renew for consecutive eight (8) year terms commencing on the day following each end of term (renewal date(s));

Upon inspection, if the dock is substantially in compliance with the Inland Wetlands and Watercourses Agency permit and all other applicable laws, ordinances, rules, and regulations of The Town in effect on the date of this Agreement, then this Agreement shall continue in full force and effect;

In the event the dock is replaced in its entirety, the Owner(s) shall apply for new permits, as applicable;

In the event the dock is removed in its entirety for reasons other than repair, maintenance, or replacement, this Agreement shall terminate and be of no further force or effect. The Owner(s) shall notify The Town in writing within thirty (30) days of such removal;

The Owner(s) shall acquire standard homeowner's liability insurance with a minimum base amount of Five Hundred Thousand Dollars (\$500,000) and an umbrella policy at a minimum base amount of One Million Dollars (\$1,000,000). These shall be maintained for the life of this Agreement and shall name The Town as a co-insured;

Owner(s) shall furnish to The Town, upon execution of this Agreement a copy of the owner's homeowner's insurance policy issued by an insurance carrier licensed to do business in the State of Connecticut evidencing such coverage in compliance with this agreement. Further, the Owner(s) shall submit annually evidence of a renewed policy; and

The Owner(s) shall inform The Town if the property is sold or ownership otherwise changes thirty (30) days prior to the transfer of ownership.

Notwithstanding anything to the contrary contained in this Agreement, both The Town and Owner(s) shall retain any and all property and riparian rights that exist or may exist as of the date of execution of this Agreement.

In Witness whereof; the Owner(s) has hereunto set his/her/their hand and seal and The Town acting herein by its Board of Selectmen, thereunto duly authorized, has caused this instrument to be signed all as of the day and year first written.

Signed:

_____	_____	_____	_____
Owner	date	Co-Owner	date
_____		_____	
Name Printed		Name Printed	

Personally Appeared: \_\_\_\_\_, Signers and Sealers of the foregoing instrument and acknowledged the same to be their free act and deed before me.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

