

The Borough of Carteret

MUNICIPAL MARINA

at Carteret Waterfront Park

















a Carteret Redevelopment Project brought to you by

Mayor Daniel J. Reiman

& the Carteret Borough Council:







BOOKING NOW FOR SUMMER 2022

Carteret.net/Marina



Borough of Carteret Waterfront Park Marina MARINA SEASONAL SLIP APPLICATION

OFFICIAL USE ONLY:	
Permit:	Marina CY:
Slip Assigned:	
Pass#:	
Pass#:	

The Borough is accepting boat slip applications for the 2022 season at Carteret's Waterfront Park Marina. Applications will be accepted on a fire-come, first-served basis. Any applications received after June 1st may be added to a waiting list. Please include a copy of your boat registration with the application.

Name: [Last]			[First]			[Middle Initial]	
Address:			City:			State: Zip: _	
Home Phone:	Business	Phone:	E	mail: _		Car Plate#:	
Boat#:	Boat Nam	e:		_ Mak	ce of Boa	t: Model:	
Year: Color:	Power or	Sail:	Length (ft.):		Beam (f	t.):Trailer Plate#:	
Draft: Electricity Req	uired:	Yes	□No	Amı	ps: [20 30 50 100	
Additional:							
		RATES	(check all th	at app	ly):		
SEASONAL PERMIT		WINTE	R PERMIT (We	t Stor	age)	YEAR ROUND PERMIT	
12 calendar months from 04/01-11/30	Per Foot	12 calendar	months from 11/01-	04/01	Per Foot	12 calendar months from 01/01-12/31 or 04/01-03/31	Per Foot
Summer non-resident rate	\$120	Winter non-resi	dent rate		\$55	Year-round resident rate	\$166
Summer N.J. resident rate	\$110	Winter N.J. resi	dent rate		\$50	Year-round N.J. resident rate	\$152
Summer Middlesex County resident rate	\$105	Winter Middlese	ex County resident rat	e 🔲	\$45	Year-round Middlesex County resident rate	\$143
Summer Carteret resident rate	\$95	Winter Carteret	resident rate		\$40	Year-round resident rate	\$125
METHOD OF PAYMENT:	☐ Cr	edit Card	Chec	k		Cash	
AMOUNT ENCLOSED:			SIGN	ATUR	E:		

IMPORTANT:

- Electrical use is sub-metered per slip and billed to the slip holder. Water is included.
- All rates are based upon the greater of the slip size or the length of the boat.
- All permit holders & operators must possess a NJ State Boater's Safety License or similar license issued by another state or licensing agency.
- MUST PRESENT VALID/CURRENT DRIVER'S LICENSE, BOATER'S LICENSE, BOATER REGISTRATION, AND BOATER'S INSURANCE CERTIFICATE.
- All permit holders will be required to attend an annual Boater's Safety Course Specific to and for the Carteret Municipal Marina Operations.

- MAIL CHECK (made payable to BOROUGH OF CARTERET PORT AUTHORITY), COPY OF BOAT REGISTRATION, STAMPED SELF-ADDRESSED ENVELOPE AND BOTH COPIES OF APPLICATION, OR HAND-DELIVER TO THE ADDRESS BELOW. CHECKS SHOULD BE MADE PAYABLE TO THE CARTERET PORT AUTHORITY. Inquiries may be made at the Tax Department, 100 Cooke Avenue, 1st floor.
- Returned checks will result in cancellation of permit and a \$50 returned check processing fee.

MAIL or IN-PERSON REGISTRATION:

Carteret Finance Department / Tax Office
Thomas J. Deverin Library / Community Center
100 Cooke Avenue
Carteret, New Jersey 07008

CARTERET MUNICIPAL MARINA LEASE AGREEMENT

Lease Conditions and Marina Rules

The following rules and regulations shall be obeyed by the Permitee (and their guests) that have a lease contract with the Borough of Carteret ("Borough"). The rules and regulations shall be incorporated by reference into any lease contract with the Carteret Municipal Marina as if set forth more fully therein:

A. General Lease Conditions

- 1. In the event these rules and regulations are not adhered to by the Permitee, then the Borough shall notify the Permitee of said breach. In the event that the Permitee does not remedy same immediately, the Permitee shall be deemed to be in breach of the lease agreement and the Borough shall, at its option, seek damages or other remedies permitted at law or in equity including, but not limited to removing the Permitee's vessel and all appurtenances at the expense of the Permitee.
- 2. Lease applications must include the following:
 - i. Completed application;
 - ii. Signed lease agreement;
 - iii. Signed safety video affidavit;
 - iv. Photocopy of valid driver's license;
 - v. Photocopy of valid Boating Safety Certificate or Captains License;
 - vi. Photocopy of valid vessel registration;
 - vii. Photocopy of valid vessel insurance certificate;
 - viii. Payment (cash, check, or credit card);
 - ix. Self-addressed stamped envelope (if application is mailed)
- 3. Slip fees are based on the greater or vessel or slip length and shall be remitted by check made payable to the "Borough of Carteret Port Authority" or by credit card. Residency discounts shall be based upon the address listed on the vessel registration. Slip assignment may not be provided until payment has cleared. Returned checks shall incur a \$50.00 processing fee and result in the cancellation of the lease application. Automated Credit Card Payments which are declined during processing are also subject to a \$50.00 processing fee and result in the cancellation of the lease application.

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4. Slips are assigned to the Permitee on a first-come, first-served basis and may be re-assigned at any time by the Borough. Slips are not guaranteed for future seasons. No other vessel may occupy such rented slips unless approved and assigned by the Borough. The Permitee shall remain liable for all duties and responsibilities arising from these rules, regulations and contract, regardless of the sale of its vessel, until such time as the Borough may accept a contract with the new Permitee.

Vessel length shall be the total length of the vessel including all accessories, bow pulpits, swim
platforms, extensions, brackets, and motors. Length will be inspected and verified by the
Borough and rates or slip location adjusted accordingly. Slip fees shall be based on the actual
length of the vessel as described above or the actual length of the slip (based on length of
most proximate finger pier), whichever is greater.

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- 6. The rate structure shall be as stated on the current season's application.
- 7. Lease terms and payment schedules are as follows:
 - i. Short term (daily, weekly, monthly, or quarterly) paid in full upon application and at the recurrence of each term
 - ii. Summer Seasonal (April 1st to November 30th) 50% paid upon application; 50% paid no later than August 1st
 - iii. Winter Seasonal (December 1st to March 31st) 50% paid upon application; 50% paid no later than February 1st
 - iv. Annual (Terms vary based on starting date) 25% paid upon application; remaining 75% paid in three (3) equal installments every three (3) months thereafter.
 - v. Payments not received within 10 business days of the due date will be subject to a \$50.00 collections fee. Payments not received within 30 days of the due date will result in the vessel being considered Abandoned. See item 8-ii below.

8. Termination by the Borough:

- i. For Cause: The Borough may terminate this agreement for cause if the Permitee violates any terms or conditions of this agreement or its incorporated obligations. If the Permitee violates any of the terms and conditions in this agreement, the Borough shall have the option of terminating this agreement upon ten (10) days written notice to Permitee posted onboard the vessel, without waiving any other rights herein under. The Permitee must remove their vessel from the slip prior to the end of the notice period.
- ii. Abandonment: The Permitee specifically agrees that they shall remove their vessel prior to the expiration of a lease period or upon the end of a notice period for lease termination. Continuation of an existing active lease shall be paid prior to expiration of an existing lease. The Permitee hereby agrees that all charges under the terms of contact shall constitute a valid lien on the vessel and/or equipment registered herein and that the Borough may retain possession of Permitee's vessel and/or equipment until all accrued charges are fully paid. In the event the Permitee should fail to pay outstanding fees or remove an abandoned vessel, the Permitee hereby specifically grants to the Borough and its agents the right to remove the vessel and place it in storage at the Permitee's expense for the following season without any further action by the Borough. After demand for payment of charges to the Borough by the Borough, and non-payment thereof for a period exceeding thirty (30) days, the Borough shall pursue its legal remedies to collect same from the Borough. The Borough shall, in addition to any amount due, be entitled to recover any and all damages and expenses including but not limited to reasonable attorney fees (\$350 per hour) filling fee costs, court costs and post judgment collection costs. Failure to make prompt payment shall result in the Borough's refusal to offer a contract for the following season.

- iii. Not for cause: The Borough retains the right to terminate this agreement without cause, at any time, upon ten (10) days written notice to the Permitee. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to the Permitee, and Permitee shall remove their vessel by the termination date so noticed. Nothing in this shall waive any other right of the Borough under this agreement, at law, equity or admiralty.
- 9. Termination by Request of the Permitee: The Permitee shall be responsible for the entire terms of the lease unless otherwise released by the Borough in writing upon request by the Permitee and granted by the Borough. The Borough is not required to grant such early termination. Any discount for long term lease shall be revoked and the full amount of the lease rate shall apply.
- 10. The Permittee assumes all risks related to this permit and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and keep harmless the Borough of Carteret; the Department of Parks and Recreation, Carteret Port Authority; their officers and employees; from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the operation of this lease, or the carelessness, negligence or improper conduct of the Permittee or any servant, agent or employee thereof.
- 11. Any violation of this contract shall result in revocation of contract privileges for the current term, forfeiture of any fees paid and shall constitute grounds for non-renewal for subsequent seasons.

B. Marina Rules

- Permitees and guests shall observe all Marina rules and regulations as well as applicable State
 and Federal rules and regulations. When rules and regulations relating to public safety have
 been violated, the Borough reserves the right to reject any application for a slip and to terminate
 without prior notice or refund, any slip lease agreement issued.
- 2. Registration and Appearance: To be admitted to Marina and to continue to be stored at this marina, a vessel must be registered, identified, marked, equipped and maintained as required by law, shall at all times be capable of moving from its slip, mooring, or space under its own power, and shall at all times present a clean, well-maintained appearance. The Borough shall have the right to inspect the Vessel to determine whether these requirements are being observed. Plastic tarps are not permitted as vessel covers. Plastic tarps may be used on a temporary basis for boat work (approved in advance by the Marina) and removed as soon as work is completed. Canvas covers are acceptable.

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- 3. The Permitee shall be responsible for the behavior of their contractors and guests visiting the Permitee's vessel. All contractors shall be required to provide proof of liability insurance and be approved by the Borough before performing any work.
- 4. Any act which in the opinion of the Borough is deemed a nuisance shall be immediately rectified by the Permitee.

5.	One (1) marina vehicle pass will be issued to permit entrance to Waterfront Park Marina Parking Lot B, where the marina entrance is located. Use of facilities at other lots may require payment of the appropriate fee at the park. Trailer storage is not permitted. Unauthorized vehicles or trailers are subject to ticketing and towing. Overnight sleeping in any vehicle is prohibited.
6.	Permitees must provide copy of a current rabies inoculation for pets on board. All pets shall be on a six (6) foot maximum leash at all times.
	Rabies certificate #: Expiration:
7.	Fishing, crabbing, and fish cleaning is not permitted on any pier except the Fishing Pier.
8.	Cleaning of vessel bottoms by a diver while the vessel is in the water is prohibited.
9.	Special approval shall be obtained from the Borough for engaging in commercial activities at the Marina. Insurance requirements shall be as determined by the Borough based upon the nature of the commercial activity.
10.	In order to maintain safety on the piers and to keep the dock neat organized and to maintain the integrity of the dock system, Permitees shall not store supplies, materials, accessories, umbrellas, carts or chairs on any pier and shall not construct or install thereon or thereto any carpets, chairs, lockers, chests, cabinets, fish cleaning stations or similar structures on any pier, dock boxes, or any other property of the marina. Hanging clothes, laundry, flags, and signs are prohibited. No privately owned carts or wheelbarrows will be permitted to be left on any pier or on the promenade.
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11.	In order to maintain safety on the waterway between slips, all ropes, lines and buoys must be restricted to the slip being leased. Ropes crossing to an adjacent slip provides a hazard as they may not be visible to vessels entering the area and can cause damage when contacted. Damage caused for this reason is the sole responsibility of the vessel owner whose lines caused the incident.
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12.	The use of an adjacent dock box is provided with each slip. Permitees shall provide a lock for securing the box. Dock boxes shall be emptied and left unlocked upon termination or expiration of lease agreements. The Borough is not responsible for content loss due to theft or storms. Any damages caused by the Permitee will be corrected by the Borough at the expense of the Permitee. Dock carts, if made available, shall be returned in a timely fashion. Personal carts must be kept on the Permitee's vessel when not in use. Permitees are required to remove all items from Dock Boxes, and all lines, buoys and other materials are also to be removed from their slip area at the end of their lease periods. Failure to do so will result in a \$25.00 cleaning fee being assessed, and all materials left in the area being discarded.
13.	Permitees and guests shall respect the rights and privacy of others and maintain quiet hours
	from 11:00 p.m. to 4:00 a.m. Amplification of music or other sound is not permitted at any time. Portable generators shall not be operated during quiet hours.
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- 14. Halyards and mast lines must be kept secured so as not to slap the mast in the wind or make excessive noise.
- 15. Personal watercraft (PWCs) shall be docked only at designated locations in the marina on special PWC pontoons.
- 16. Liveaboards are not permitted without express written permission of the Borough. Liveaboards are defined as any vessel that is occupied in excess of 72 hours in any seven-day period or stay aboard more than three nights per week (no back-to-back periods). Permitees found to be living aboard without prior approval are subject to lease termination.

17. Advertising or soliciting shall not be permitted at the Marina.

C. Safety

1.	The Marina is a no-wake zone. No vessels shall exceed 5 miles per hour and obey all
	navigational rules, aids to navigation, and signals. Permitees are responsible for any damage
	caused by their vessel's wake.

2. State law requires Jet Ski's to only be operated between the hours of sunrise and sunset and not during periods of limited visibility. Violations are subject to fines, and will result in the cancellation of the lease application without refund.

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- 3. Under no circumstances is anyone to block, tie items to or in any way hinder access to the Fire Pipes along the docks.
- 4. All persons operating a vessel entering, exiting, or within the marina shall provide evidence of a valid New Jersey Boating Safety Certificate from the New Jersey State Police, an equivalent license or certification from another state, or a valid Captain's License.
- 5. By entering into this contract, the Permitee (or Permitee's designated vessel operator) certifies that they have viewed, understood, and will abide by the topics presented in the Carteret Marina Navigation and Safety video provided on the Borough website (www.carteret.net/marina/), and all State and Federal navigational rules and regulations. A signed affidavit affirming same shall be submitted along with a lease application and with every annual renewal thereafter.
- 6. All vessels are required to be equipped with a radar reflecting device and comply with all marina safety conditions and procedures as described in the "Carteret Marina Boating Safety Course."
- 7. Fires shall not be allowed at the Marina. This includes the use of propane grills. Any condition aboard or around the vessel that is deemed a fire hazard, in the opinion of the Borough or its designee shall be removed immediately at the Permitee's expense.

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8. Swimming is strictly forbidden in the Marina.

- Permitees shall be provided with gate access codes to enter the marina. Codes are confidential and shall not be shared with guests. Permitees shall ensure gates are securely closed. Gates shall not be left open.
- 10. Doors and passageways on unattended vessels shall be locked at all times. Keys shall not be left in conspicuous areas (doors, ignitions, etc.).
- 11. Permitees shall properly secure vessels at all times when not underway. Dock lines shall be of adequate size for the vessel and not be made of polypropylene material. All Vessels shall be fully equipped with fender protection at all times the vessel is in slip, and be tied in such a way as to not cause damage to the dock or other boats. It is agreed between the Borough and the Permitee that no responsibility is assumed by the Borough for injuries to any person on Marina property nor for damages of any vessel in the Marina area, for fire, theft, damage to vessel or equipment however arising. The Borough reserves the right to assume control of any vessel for protection of life and property deemed necessary by the Borough or its designees. Notwithstanding anything to the contrary herein, the Borough assumes no responsibility as a result of any damage to any person, thing, including but not limited to, any vessel or any other article of personal property, real estate resulting from any storm, hurricane, flood, wind, snow, sleet, rain or any other "Act of God" during the period of time described herein.

D. Refuse, Maintenance, and Prohibited Discharges

1. All refuse shall be placed in the proper container. Permitees shall be responsible for compliance of all recycling requirements as posted or required by local, state, or federal laws. Waste oil, antifreeze, and all fluids shall be properly disposed of off-site. No pumping of oily bilge water shall be permitted at any time. Used oil absorbent pads shall be placed in sealed plastic bags and disposed of in a trash receptacle. Violators shall be subject to fines.

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- 2. The Marina is located in a "No Discharge Zone". The discharge of holding tanks and heads into the water is prohibited. Permitees shall utilize the sanitary pump out station located on the fuel dock. Pump out tokens may be obtained from the Borough at no charge.
- 3. Permitees and guests shall report hazardous material spills to the Borough Fire Department immediately (732-541-3816). Permitees and guests shall utilize the spill response kit located on the fuel dock for spill containment.
- 4. Filling of fuel tanks is permitted only at the fuel dock. It is a violation of these rules to carry fuel onto docks in containers of any kind or to fuel any vessel while in a berth. Customers wishing to have extra fuel may have approved containers filled at the fuel dock. In addition to the remedies contained herein, violators shall be subject to a fine and/or loss of berth, space or anchorage privileges.
- 5. No garbage, oil, sludge, sewerage or refuse matter of any kind shall be thrown, disposed or permitted to fall from any vessel using the Marina.
- 6. Minor maintenance work may be carried out by the Permitee provided that no paints, thinners, solvents, oils, or similar materials, or sawdust, sanding residue, paint scrapings or the like be spilled, dumped, or discharged into the waters of the Marina. All materials shall be properly disposed of. Repairs shall not involve prolonged or high speed engine operation.

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E. <u>Utilities</u>

	1.	Fresh water spigots are provided at each slip and use of same is included in the cost of the lease. Water may not be available during early and/or late season. Hoses shall be provided by the Permitee. Hoses shall be kept neatly coiled around the shore power pedestal. INITIAL:			
	2.	Permitees shall only utilize UL-listed shore power twist-lock cables that are approved for marine use. Household or commercial extension cords are not permitted and may be disconnected by Borough if deemed to be a safety hazard. 20-amp GFCI receptacles on power pedestals shall not be utilized for providing shore power to vessels.			
	3.	Permitees are advised that high amperage shore power connections are limited and reserved for larger vessels. Permitees with vessels requiring 50-amp shore power may consider utilizing a (2) 30-amp to 50-amp reverse Y shore power adapter. Adapters or additional utility equipment will not be provided by the Borough.			
	4.	Permitees shall only connect to shore power on their assigned slip's respective side of the shore power pedestal using the pedestal's twist-lock receptacles. Unauthorized connection to other power pedestals may result in lease termination. INITIAL:			
	5.	Electrical usage will be billed to the slip holder by the Borough on a periodic basis throughout the season. Payment shall be remitted to the Borough within thirty (30) days. Delinquent utility payments may result in lease termination, liens, or towing and impoundment of vessels as described herein. Electrical rates and charges are subject to change. It is recommended to have a credit card on file for automatic payments. [NITIAL:			
	6.	Permitees shall immediately notify marina staff of any issues observed with utility systems (electrical, water, fuel, or sanitary pump out). The Borough shall not be held responsible for damages caused by lapses in utility service.			
	7.	Cable television, phone, and internet service are not provided.			
F.	Se	<u>verability</u>			
	1.	Invalidity of Provisions: If any term or provision of this agreement or the application thereof to any Person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected there by, and each provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.			
Się	gna	ture of Permitee Date:			
Printed Name					



The



BOROUGH OF CARTERET

DANIEL J. REIMAN, MAYOR

Dear Neighbor:

Close to thirty years ago, the Borough acquired a small piece of property along the Arthur Kill with the hope of one day transforming it into a waterfront park, that would offer our residents access to recreational opportunities along an important natural resource. For over a decade after the acquisition the property remained undeveloped and unutilized.

We believed that had to change, and after our administration was sworn into office, my team and I became committed to creating a waterfront park that would rival any other in central New Jersey.

The results have been remarkable!

Where once stood a dilapidated industrial concrete pier amidst abandoned commercial properties there now exists a waterfront park which boasts a 1100 ft. fishing pier, a boat launch, a miniature

Carteret Port Authority

Commisioners Daniel J. Reiman, Mayor Hank D'Orsi, Chairman Joseph Caliguari, Vice Chair / Secretary Councilman Vinnie Bellino, Commisioner **Wesley Kaskiw, Commisioner** Benny Waters, Mayor's Alternate

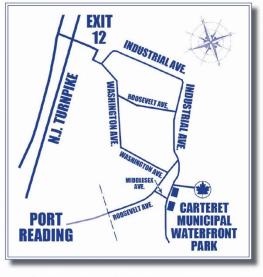
golf course, a golf putting green, volleyball and bocce ball courts, a sensory garden and a soon to be expanded river walk that will stretch almost 2 miles along the water. Carteret Waterfront Park now hosts concerts and community festivals that draw thousands of residents and visitors every year.

I am happy to report that we have reached another important milestone in the development of Waterfront Park. Work is nearly complete on our new municipal marina. The marina will further enhance opportunities for recreational use and provide additional economic stimulus to Carteret.



Sincerely,

Mayor Dan Reiman





The Municipal Marina at Carteret Waterfront Park ■ 125 Middlesex Avenue ■ Carteret, New Jersey 07008

Tel: 908-868-1015 • Fax: 732-541-2884 • E-Mail: Marina@carteret.net

www.carteret.net/marina • Facebook.com/MyCarteret • Twitter.com/MyCarteret