

PR/SUP #: 2017 PR 144937

State of New Jersey
Department of Environmental Protection
Division of Parks and Forestry
State Park Service

Special Use Permit

Permit Date(s) & Time(s): 12/18/2017 – 01/18/2018

Event Name: Access across state lands for bridge repair – D&R Canal Feeder at Lock 3
(Structure No. 3001-173)

SPS Area: Delaware and Raritan State Park – Lambertville, NJ [Hunterdon County]

Permittee: New Jersey Department of Transportation – Attn: Brendan Brock

Street Address: 951 Parkway Avenue

City/Town: Ewing Township State: NJ Zip Code: 08625

Telephone/Contact Numbers: Brendan.Brock@dot.nj.gov, 609-530-3013, 856-206-3826 cell, 609-530-5305 fax

Contractor: Mount Construction
427 South White Horse Pike
P.O. Box 619
Berlin, NJ 08009

DRCC: 11/14/17 E-mail none yet, awaiting response to NJWSA questions
SHPO: HPO Projecy # 18-0312-1, HPO-L2017-072

Specific Use and Location:

NJDOT proposes to conduct maintenance repair work on Structure No. 3001-173 Bridge over the D&R Canal Feeder at Lock 3 in the City of Lambertville, Hunterdon County. The work calls for installing collars on rotten timber piles, repairing erosion at the embankments, and replacing the damaged timber retaining wall. NJDOT will make accommodations for pedestrians using the roadway. The proposed work will take approximately one month to complete. Apart from installing collars on rotten timber piles, all work shall be done in-kind and shall be performed in accordance with the current NJDOT Standard Specifications for Roadway and Bridge Constructions. The work will be performed by the States on-call contractor – Mount Construction.

Estimated 30 individuals, 20 vehicles

Subject to the Terms and Conditions described in: Attachment(s): A _____

1. Contractor vehicles will be utilized. The NJ State Park Service is not responsible for any vandalism or damage that may occur. Remove any machinery from the site daily to ensure its safety.

2/6/2008

2. Vehicular access to the towpath or grassy area of the park is permitted.
3. **General Liability Insurance in the sum of \$1,000,000 is required for this event.** (List State of New Jersey, NJDEP, Division of Parks and Forestry, NJ State Park Service, D&R Canal State Park and New Jersey Water Supply Authority as additionally insured)
4. Permittee must take all trash out of the park. D&R Canal State Park is a Carry-In/Carry- Out park.
5. The permittee will be responsible for supervision of any event, activity or service.
6. **There is a One Hundred and Fifty (\$150) dollar Special Use Permit fee to be mailed ASAP to the D&R Canal State Park Kingston Office with the signed Special Use Permit.** Checks are to be made payable to "Treasurer, State of New Jersey." [Mailing address: 145 Mapleton Road Princeton, NJ 08540] Participants may not block any area of D&R Canal State Park for use by the public during this event.
7. Port-A-Johns are not guaranteed. If you would like to be certain that restroom facilities will be present for you event, make provisions for your organization to rent them.
8. The applicant shall use a boom or other method to contain any debris in the canal and remove such debris from the water
9. D&R Towpath should remain open to public/park/NJWSA use. Use flag persons to stop traffic if needed.

This permit grants no privilege other than that which is specifically mentioned herein.

I, the undersigned permittee, understand and accept the terms of this agreement,

By:  By: _____
 Permittee Witness


Date: 12/18/2017 Date: _____

AREA RECOMMENDATION:

By:  By: on next page
 Area Superintendent Area Sergeant

Date: 12/20/17 Date: _____

REGIONAL APPROVAL:

By:  By: _____
 Regional Superintendent

Date: 12/18/17 Date: _____

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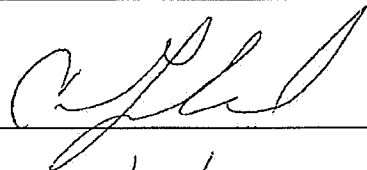
Date: _____ Date: _____

AREA RECOMMENDATION:

By: _____ By: _____
Area Superintendent Area Sergeant

Date: _____ Date: _____

REGIONAL APPROVAL:

By: _____ By: 
Regional Superintendent

Date: _____ Date: 12/19/17

State of New Jersey
Department of Environmental Protection
Division of Parks and Forestry
State Park Service

Terms and Conditions
ATTACHMENT "A"

1. This permit may not be assigned, in whole or in part, to any other person.
2. No signs or advertisements of any descriptions shall be permitted to be painted or posted on the premises other than those approved in writing by the State of New Jersey, Department of Environmental Protection.
3. The permittee will keep the premises herein described and any structure thereon in good order and repair. Upon the termination of the permit hereunder, the premises shall be left in as good a condition as the same are now.
4. The permittee agrees to abide by the now existing rules and regulations of the Department of Environmental Protection or those hereafter adopted concerning the use of the premises described herein and agree to advise others governed by this permit to obey such rules and regulations.
5. The premises shall be kept neat and clean and the permittee will, at his own expense, make arrangements to remove or dispose of all garbage, rubbish, or other waste accumulated by the permittee on the premises.
6. The insurance to be provided by the permittee shall be as follows:
 - a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. *The State of New Jersey, Dept. of Environmental Protection shall be named as an "Additional Insured" as respects this agreement.*

- b. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

- c. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily and property damage shall not be less than \$1 million per occurrence as a combined single limit.

7. The permittee will not erect any structures or additions to existing structures on the premises without the approval in writing from the New Jersey Department of Environmental Protection.
8. The permittee shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demand, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body, or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from work performed in connection with this agreement. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
9. This permit will expire on the last day of the term granted hereunder and may be renewed only upon the acceptance by the Department.
10. The permittee shall not charge any fee for use of the premises by any individual, group, organization, etc. without the written approval of the Department.
11. The Director or his authorized representative shall at all times have access to the premises and/or structures described herein.
12. The permittee shall pay all taxes or assessments, if any, levied against the premises covered by the permit.
13. The permittee will comply with any requirements of the Federal, State, and municipal authorities in respect to the aforesaid premises.
14. The permittee shall be responsible for supervision of the event, activity, service, etc.
15. The permittee shall be responsible for the protection of his personal property.
16. The permittee shall recognize that it is unlawful to abuse, mutilate, injure, remove, or destroy any living plant or animal or any structures or other physical features or property on this area.

17. The permittee will be responsible for any additional costs incurred for manpower should overtime be required for additional supervision or park closing during the event, at the rate of \$60.00 per hour.

18. The park will remain open to the public for normal recreational activities during the event.

19. The permittee will be responsible for abiding by the new Jersey State Park Service Carry-In/Carry-Out Program. All accumulated trash will be removed and disposed of by the Committee outside the park. All recyclables shall be sorted and disposed of outside the park. The Carry-In/Carry-Out Program shall be emphasized through the public address and event program.

6/2014

NJ Department of Environmental Protection
Division of Parks & Forestry
State Park Service



PRH 144937

- Obtain Permit on arrival
- Permit
- Receipt

D. & R. Canal State Park

NAME Mount Construction Co., P.O. Box 619 AREA _____ No. in Party _____ Site No. _____
(Permittee must be 18 years of age or older)
 ADDRESS 427 S. White Horse Pike
Berlin N.J. 08009
(City) (State) (Zip Code)

DRIVER'S LICENSE # _____ (State) _____ (Telephone) _____

VEHICLE _____ (Make) _____ (Plate #) _____ (State) _____

VEHICLE _____ (Make) _____ (Plate #) _____ (State) _____

- Tent
- Tent Trailer
- Travel Trailer
- Pickup Camper
- _____ (Other)

OVERNIGHT USE _____ NIGHTS AT \$ _____ TOTAL _____

OTHER PERMIT USE Special Use Permit, \$ _____

Commercial - In State Fee \$ _____

Check #268312 \$ 150.00

Access for repairs to RESERVATION FEE \$ _____

Structure @ Lock 3 in Lambertville TOTAL RECEIVED \$ 150.00

FACILITY MUST BE OCCUPIED AND VACATED BY TIME SPECIFIED

RENTAL PERIOD: FROM _____ (Time) _____ (Month) _____ (Day) _____ (Year)
 TO _____ (Time) _____ (Month) _____ (Day) _____ (Year)

RE-REGISTRATION REQUIRED BEFORE 10:00 A.M.

CAMPFIRES: PERMITTED _____
 OTHER _____

PETS and ALCOHOLIC BEVERAGES are PROHIBITED in overnight facilities.
 Public use of New Jersey's State Parks and Forests is subject to the provisions of N.J.S.A. Title 13 and N.J.A.C. 7:2-1 et. seq.

I hereby certify that I am 18 years of age or older and that I will abide by all posted instructions and particularly the Rules and Regulations printed on the reverse side of this permit.

Signature(s) Ju Cole (Permittee) _____ (Date) _____
 _____ (Issuing Agent) _____ (Date) 12/12/17

THANK YOU. PLEASE ENJOY YOUR VISIT