

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

Special Use Permit

Permit Date(s) & Time(s): September 9, 2019 – October 31, 2019

Event Name: ___ Access to towpath for structural repairs to the Griggstown Causeway bridge
Structure Number 3000-163

SPS Area: ___ Delaware and Raritan State Park – Ewing Township, NJ [Mercer County]_

Permittee: _ NJDOT – Attn: Brendan K. Brock (NJDOT Project Contact: Robert Valentino)

Street Address: _951 Parkway Avenue_____

City/Town: __Ewing_____ **State:** _NJ__ **Zip Code:** _08625_____

Telephone/Contact Numbers: Brendan.brock@dot.nj.gov, 609-530-3013, 609-530-5305 fax
Robert.Valentino@dot.nj.gov

IEW Contractor – Edison (609) 575-6019

Specific Use and Location:

The NJDOT proposes to conduct maintenance repair work on Structure No. 3000-163 Griggstown Causeway over D&R Canal. The work calls for replacing damaged timber decking. NJDOT/IEW will make accommodations for pedestrians using the roadway and towpath. The repairs will take one (1) month to complete and all work will be done in accordance with the current NJDOT Standard Specifications for Roadway and Bridge Constructions. Staging area is south of the Griggstown Causeway, between the Causeway and the Footbridge from the parking area. 1 trailer, 1 truck and 1 excavator stored on-site. Most of repair work will take place at night.

DRCC #: 17-3000A

SHPO: _____

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. 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 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. New Jersey Water Supply Authority dredge is on-going in this area. All NJWSA work will take precedent in this area.
7. 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.
8. 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.
9. The applicant shall use a boom or other method to contain any debris in the canal and remove such debris from the water
10. Approvals to proceed must be received from the Historic Preservation Office and Delaware and Raritan Canal Commission.
11. D&R Towpath should remain open to public/park/NJWSA use. Use flag persons to stop traffic if needed. NJDOT or Contractor should obtain DRC1 key in advance of work.

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: Brian K. Biel By: _____
 Permittee Witness

Date: 9/3/2019 Date: _____

AREA RECOMMENDATION:

By: patricia kalleser By: on next e-mail
 Area Superintendent Area Sergeant

Date: 9/10/19 Date: _____

REGIONAL APPROVAL:

By: [Signature] By: _____
 Regional Superintendent

Date: 9/10/19 Date: _____

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By: _____
Permittee

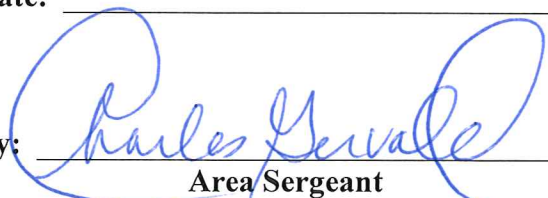
By: _____
Witness

Date: _____

Date: _____

AREA RECOMMENDATION:

By: _____
Area Superintendent

By: 
Area Sergeant

Date: _____

Date: _____

REGIONAL APPROVAL:

REGIONAL LIEUTENANT:

By: _____
Regional Superintendent

By: _____

Date: _____

Date: _____

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, a 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

CHECK AMOUNT \$ 150.00
VOID AFTER 90 DAYS

PAY ***One hundred fifty and xx / 100 Dollars***

TO THE ORDER OF
TREASURER STATE OF NJ
NJ DEPT OF TREASURY
NJ DEPT OF TREASURY PO BOX 417
TRENTON NJ 08625-0417

[Handwritten Signature]

⑈000205431⑈ ⑈23137269⑈ ⑈1061010392⑈

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



PRH 144015
 Obtain Permit on arrival
 Permit
 Receipt

D+R Canals S.P. In State Com. SUP
 AREA No. in Party Site No.
 NAME ~~D+R Canals S.P.~~ NJDOT
 (Permittee must be 18 years of age or older)
 ADDRESS 951 Parkway Ave
 Ewing NJ 08625
 DRIVER'S LICENSE # Ath: Brendan Brock 609-530-3013
 (City) (State) (Zip Code) (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 _____ \$ _____
 2019-047 \$ 150.⁰⁰
 RESERVATION FEE \$ _____
 TOTAL RECEIVED \$ _____

FACILITY MUST BE OCCUPIED AND VACATED BY TIME SPECIFIED

RENTAL PERIOD: FROM Sept 9 '19 (Time) (Month) (Day) (Year)
 TO Oct 31 '19 (Time) (Month) (Day) (Year)

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

CAMPFIRE: 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) _____ (Permittee) _____ 9/5/19 (Date)
 _____ (Issuing Agent) _____ (Date)

THANK YOU. PLEASE ENJOY YOUR VISIT

GENERAL PERMIT 1



DRCC #: 17-3000A

DATE: November 8, 2017

PROJECT NAME: Griggstown Causeway over D&R Canal

Latest Submission Received: October 11, 2017

Applicant:

Brendan K. Brock
New Jersey Department of Transportation
(NJDOT)
951 Parkway Avenue
Ewing, NJ 08625

Contractor:

(Information not submitted)

Project Location:

Road	Municipality	County	Block(s)	Lot(s)
Griggstown Causeway (County Route 623)	Franklin Township	Somerset	n/a	n/a

Jurisdictional Determination:

Zone A	Minor	Governmental
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Documents Received: DRCC application received October 13, 2017; aerial photograph (1 page) COMBIS Priority Repair Form (3 pages) dated October 11, 2017.

The Delaware and Raritan Canal Commission has reviewed the referenced application for a General Permit authorization pursuant to the requirements of the Regulations for the Review of the Delaware and Raritan Canal State Park at N.J.A.C. 7:45-6.2. The proposed project is authorized by General Permit No.1, which authorizes projects in Zone A that are necessary to carry out the repair, rehabilitation, maintenance or reconstruction of a structure, road, utility line, or stormwater management measure or basin lawfully existing prior to January 1980 or approved under this Chapter by the Commission.

The project authorized under this general permit shall not be put to any use other than as specified in any approval authorizing its original construction. Projects authorized under the general permit shall not visibly change, expand, widen or deepen the feature, and shall not deviate from any plans of any prior project approvals, except for minor deviations due to changes in materials or construction techniques. Any such deviations

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www.dandrcanal.com

DRCC#: 17-3000A

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DATE: November 8, 2017

PROJECT NAME: Griggstown Causeway over D&R Canal

must be shown as necessary to fulfill the purpose of the proposed project, and must be consistent with the Master Plan.

Description of the authorized project: The NJDOT proposes to conduct maintenance repair work on the Griggstown Causeway, which carries County Route 623 over the Delaware and Raritan Canal. The repair work consists of replacement of broken and fractured damaged timber plank decking, and the replacement of missing bolts on the three planks located at the eastern end of the bridge.

NJDOT states that the repair work will falls within the current list of "Undertakings Which Have Limited or No Effect on Cultural Resources in New Jersey" that do not require review under the "New Jersey Register of Historic Places Act."

Permit Conditions: The project allowed by this authorization shall comply with the following conditions. Failure to comply with these conditions shall constitute a violation of the "Delaware and Raritan Canal State Park Law of 1974" (N.J.S.A. 13:13A-1 et seq.).

1. This authorization is valid for five years from the date of this letter unless more stringent standards are adopted by rules prior to this date.
2. The project as described shall be constructed and/or executed in conformity with the application.
3. No change in plans or specifications shall be made except with prior written permission from the Commission.
4. The permittee shall allow the Commission the right to inspect the construction site and shall provide the Commission with written notification 7 days prior to the start of the authorized work.
5. A complete, legible copy of this permit shall be kept at the work site and shall be exhibited upon request of any person.
6. The issuance of this permit shall not be deemed to affect in any way other actions by the Commission on any future application.
7. The D&R Canal is used as a raw water source for several water companies downstream, and as such, water quality and flow shall be maintained.
8. If work in the canal is required, the NJDOT shall following any recommendation by the New Jersey Water Supply Authority (NJSWA) that such work shall be conducted during times of low flow through the canal.
9. During the work, the contractor shall ensure that no debris, soil or vegetation from the work shall fall, drop, be placed or dumped in the canal. The applicant shall ensure that a boom or other method is employed to contain any debris in the canal and remove any debris from the water.
10. It shall be the contractor's responsibility to ensure that all debris caused by the work is removed from the canal.
11. The contractor shall not pierce or puncture the clay liner or the bed of the canal.

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DRCC#: 17-3000A

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DATE: November 8, 2017

PROJECT NAME: Griggstown Causeway over D&R Canal

12. The NJDOT shall periodically inform and update the NJSWA on the status of the work schedule for the project.
13. Access to the canal and towpath for NJSWA personnel shall be maintained.
14. Any damage to the canal caused by the contractor or any subcontractor shall be repaired to the satisfaction of the NJSWA.
15. The NJDOT shall obtain a Special Use Permit from the Superintendent of the D&R Canal State Park.
16. The contractor shall obtain general liability insurance in the amount of \$1 million, which shall list the State of New Jersey, the Department of Environmental Protection, the Division of Parks and Forestry, the State Park Service and the NJWSA as additionally insured.
17. The contractor 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, demands, suit, actions, recoveries, judgements, 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 permit. The indemnification obligation is not limited by, but is in addition to the insurance obligation contained in this permit.

Expiration Date: November 8, 2022.

Appeal of Decision: In accordance with N.J.A.C. 7:45- 7.1, any person who is aggrieved by this decision may request a hearing within 30 days of the date of decision.

If you have any questions regarding this authorization, please contact the Commission at (609) 397-2000 and reference the above file number.

Sincerely,



John Hutchison
Executive Director

- c. Mike Sellar, Facility Manager, Delaware & Raritan Canal, NJSWA
Julie Shelley, Property & Permit Administrator, NJWSA
Rob Auermuller, Superintendent, Delaware & Raritan Canal State Park
Meghan Baratta, Supervising Historic Preservation Specialist, DEP/SHPO

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