

- 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): 01/16/2018 – 06/18/2018

Event Name: Access across state lands for Culvert Cleaning --

SPS Area: Delaware and Raritan State Park – Trenton, NJ [Mercer County]
Block 8202, Lot 2
U.S. Highway 1 between Southard and Mulberry Streets

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: National Water Main Cleaning Co.
1806 Neward Turnpike
Kearny, NJ 07032

DRCC: **General Permit #17-5102**

Specific Use and Location:

The project site is a twin-celled conduit through which the Delaware and Raritan Canal flows under U.S. Route 1 in the City of Trenton and is located in the DRCC Commission Review Zone A. The conduit was constructed in 1950, measures 13 feet in width, 8 feet in height and is approximately 6,000 feet in length. The conduit also serves as a storm drain outlet for U.S. Route 1 and the surrounding area.

The box culverts are part of the D&R Canal water transmission complex, and run parallel to U.S. Route 1 from the area of Southard Street to Mulberry Street. The culverts serve to carry storm water drainage along with the natural waters of the canal system. The applicant proposes to remove sediment from the conduit, which has accumulated since it was last investigated and cleaned in 1980. Accumulated sediment impedes and reduces the hydraulic carrying capacity of the canal. The proposed project will not create any impervious surface (temporary or otherwise).

The NJDOT contractor would furnish all labor, equipment, and materials to clean twin box culverts. It is estimated that 5,700 cubic yards of sediment is to be removed during the project. The cleaning of the culverts will require a coordinated effort to properly bypass flows and introduce the proper equipment and manpower to each culvert.

PR/SUP #: 2018-007

The twin box structures will allow for one culvert to absorb the flow of the system while the cleaning is taking place in the other. The flow will be diverted and bypassed into one culvert utilizing the existing sluice gate channels located on the upstream and downstream sides of the culvert. Specially fabricated metal gates to fit the channels will be diverted into the parallel culvert, Four six-foot diameter diesel powered trash pumps will then be utilized to dewater the culvert being bypassed. This water will be discharged from the pumps into the culvert handling all the flow. Once dewatered, equipment and manpower can make entry into the culvert for the cleaning process. After cleaning has been completed, the flow will be restored.

Once a culvert is bypassed, equipment and manpower can be positioned to begin the cleaning. The metal grating above the inlet connection of the culvert shall be temporarily removed. This will create an entry point. Skidsteer loaders will be lowered into the culvert from the equipment staging area. The skidsteers come equipped with front mounted buckets and will be outfitted with diesel scrubbers to purify all exhaust from the diesel-powered engines. The debris deposited in the culvert will be picked up in the bucket and transported to the upstream END OF the culvert. The debris will then be deposited in piles near the sluice gate and bucketed via an adjacent ground level positioned excavator. All material will be dumped into a watertight container and hauled offsite to a licensed facility.

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. 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. D&R Towpath should remain open to public/park/NJWSA use. Use flag persons to stop traffic if needed.
9. The canal is used as a raw water source for several water companies downstream; as such water

2/6/2008

quality and flow shall be maintained.

- 10. If work in the canal is required, NJWSA may require the work be performed during times of low flow through the canal, usually late fall or winter.
- 11. During work the contractor shall ensure that no debris, soil, vegetation, etc. from the proposed work falls, drops, is placed or is dumped into the canal.
- 12. It shall be the contractor's responsibility to remove all debris caused by the work from the canal.
- 13. The contractor shall inform PARKS and NJWSA of their work schedule.
- 14. Access to the canal towpath and NJWSA structures shall be maintained for Parks and Authority personnel.
- 15. The contractor shall not pierce or puncture the clay liner or the bed of the canal.
- 16. Any damage caused by the contractor or subcontractor shall be repaired to the satisfaction of NJWSA.

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: *Burton K. Burke* By: _____
 Permittee Witness

Date: 1/3/2018 Date: _____

AREA RECOMMENDATION:

By: *Patricia Kallensen* By: *on next page*
 Area Superintendent Area Sergeant

Date: 01/15/2018 Date: _____

REGIONAL APPROVAL:

By: *[Signature]* By: _____
 Regional Superintendent

Date: 1/16/18 Date: _____

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

By: _____ By: _____
 Permittee Witness

Date: _____ Date: _____

AREA RECOMMENDATION:

By: _____ By: _____
 Area Superintendent Area Sergeant

Date: _____ Date: 1/10/18

REGIONAL APPROVAL:

By: _____ By: _____
 Regional Superintendent

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.

Attachment A – Page 2 of 3

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