

**FINAL APPLICATION  
FOR  
PARKLAND DIVERSION**

For

**I-95/Scudder Falls Bridge Replacement Project**

**Township of Ewing  
Mercer County, New Jersey**

Submitted to

**New Jersey Department of Environmental Protection  
Green Acres Program  
Project File No. SHC-2008-0004**

**FEBRUARY 2016**

Submitted by



**Delaware River Joint Toll Bridge Commission**

**110 Wood and Grove Streets  
Morrisville, PA 19067**

Prepared by

**AECOM**

**30 Knightsbridge Road, Suite 520  
Piscataway, New Jersey 08854**

**Delaware River Joint Toll Bridge Commission  
I-95/Scudder Falls Bridge Improvement Project  
Final Application for Parkland Diversion**

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**LIST OF ENCLOSURES**

- Minor Disposal/Diversion Final Application Requirements Checklist
- Pedestrian/Bike Path – Modified Concept Construction Plan and Profile
- Land Survey Plan with Metes and Bounds Description
- Proposed Public Notice via Newspaper and Sign
- Updated Permit Status List
- Final Easement Language for Parkland Diversion Parcels
- Final Compensation Plan
- Tree Mitigation Plan
- No Net Loss Reforestation Act Impact Assessment
- Memorandum of Agreement for Pedestrian/Bicycle Facility
- Description of Diverted Properties
- Summary of Threatened and Endangered Species Mitigation
- USGS Map
- Road Map
- Updated Tax Map for Parkland Diversion
- Aerial Map depicting Parkland Diversion Parcels and the Pedestrian/Bikeway Connection to the Canal Towpath

**Minor Disposal/Diversion Final Application  
Requirements Checklist**

**Green Acres Program  
State House Commission Final Application  
Local Parkland—Minor Diversion/Disposal**

**Minor Disposal/Diversion Final Application Requirements**

**PART 1** (To be submitted prior to scheduling the public hearing)

- 1. **Land survey plan** for the parcel(s) of land to be disposed of or diverted and the proposed replacement land(s), if applicable, prepared in accordance with *Appendix II* of the Green Acres Program Rules *N.J.A.C. 7:36. (N.J.A.C. 7:36-26.6(a)1)*
- 2. **A metes and bounds description** for the parcel(s) of land to be disposed of or diverted and the proposed replacement land(s), if applicable, prepared in accordance with *Appendix II* of the Green Acres Program Rules *N.J.A.C. 7:36. (N.J.A.C. 7:36-26.6(a)2)*
- 3. The **Proposed Public Notice** for the public hearing and the proposed location of and language to be placed on the Public Notice Sign required pursuant to *N.J.A.C. 7:36-26.6(c). (Attachment I: Sample Public Notices)* (Please also review the **Public Hearing Sign Guidance Document** – available at [www.nj.gov/dep/greenacres/pdflaunch.html](http://www.nj.gov/dep/greenacres/pdflaunch.html)) (*N.J.A.C. 7:36-26.6(a)3*)
- 4. Any additional information requested by Green Acres to clarify the final application requirements, including any portions of the Pre-application package that have been revised. (*N.J.A.C. 7:36-26.6(a)4*)
- 5. Maps. (**Attachment II: Map requirements; and Attachment III: Sample Reference Map**) (*N.J.A.C. 7:36-26.4(d)8*)
- 6. **Please attach this cover sheet and Attachment II: Map Requirements checklist.**
- 7. **Please provide the following copies:**
  - **Two printed copies of the entire application excluding Items 1-2 and 5**
  - **Three printed copies and three digital copies, one each in .dxf and .dwg file formats and a .pdf file format of the scanned signed survey, as outlined in *Appendix II* of the Green Acres Program Rules, of Items 1 and 2**
  - **Item 3 in Microsoft Word Format**
  - **One printed set and one digital set, in .pdf file format, of maps submitted under Item 5 (note that one set constitutes the number copies indicated in Attachment II: Map requirements)**
  - **All other application material in .pdf format****Digital copies may be submitted on a Standard or Mini CD-R produced to be read by any CD-ROM drive or on a USB Flash Drive.**

**NOTES:**

- The applicant shall submit the first part of the final application within 180 days of receiving permission to proceed to final application. (*N.J.A.C. 7:36-26.6(a)*)
- The final application must be deemed complete for public hearing purposes by Green Acres before a public hearing on the application is scheduled. (*N.J.A.C. 7:36-26.6(b)*)

**Green Acres Program  
State House Commission Final Application  
Local Parkland—Minor Diversion/Disposal**

**ATTACHMENT II: MAP REQUIREMENTS**

**For all Final Application submissions please submit the following (# of copies), if the maps have changed since the Pre-application was submitted:**

**Location Maps (8½" x 11" in size):**

- County Road Maps: Showing the proposed disposal/diversion parcel or area and the proposed compensation area **(2)**

**Tax Maps (8½" x 11" or 11" x 17" in size):**

- A) Showing the proposed disposal/diversion parcel(s)/area and any adjacent parkland; depict the entire park boundary and separately depict the proposed disposal/diversion area **(2)**
- N/A  B) Showing the proposed compensation parcel(s)/area and any adjacent parkland **(2)**

**Aerial Site Maps\* (11" x 17" or larger in size):**

- A) A small scale site map showing the proposed disposal/diversion parcel(s) or area; depict the entire park boundary and separately depict the proposed disposal/diversion area **(18)**
- N/A  B) A small scale site map showing the proposed compensation (parcel(s)/area) and any adjacent parkland **(18)**

**\*\*If the Project is of such size/scale that the Aerial Site Map(s) also show the proposed disposal/diversion in relation to the proposed compensation, you do not need to include a large scale Reference Map requested below. If this is the case, please include 15 copies of the Aerial Site Map instead.\*\***

**Reference Map\* (Attachment III) (11" x 17" or larger in size):**

- N/A  A large scale site map showing the proposed disposal/diversion in relation to the proposed compensation. Please include aerial imagery. **(18)**

**If the proposed disposal or diversion will result in the loss of any development, additionally submit:**

**Park Facilities Maps (11" x 17"):**

- N/A  A site plan showing all recreational facilities and identifying those facilities proposed to be removed **(18)**
- N/A  A site plan showing all proposed replacement recreational facilities **(18)**

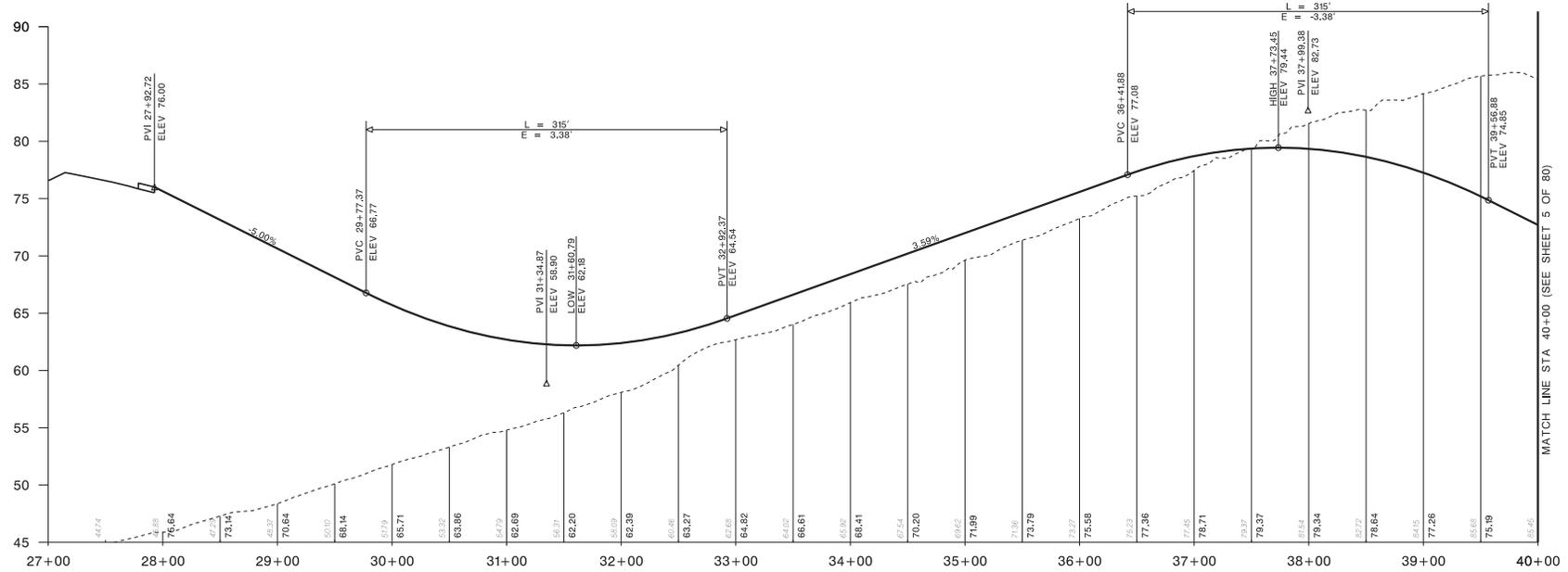
**Pedestrian/Bike Path  
Modified Concept Construction Plan and Profile**



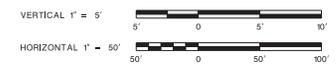


Y:\2015\Delaware Joint Toll Bridge Design\Report\Delaware Joint Toll Bridge Design\Concept\Profile\Profile Plot - C.dwg

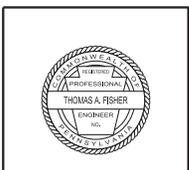
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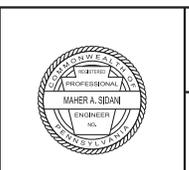
CONCEPT PROFILE



REVISION	CKD.	BY	DATE



IH ENGINEERS, P.C.  
103 College Road East, First Floor  
Princeton, NJ 08540

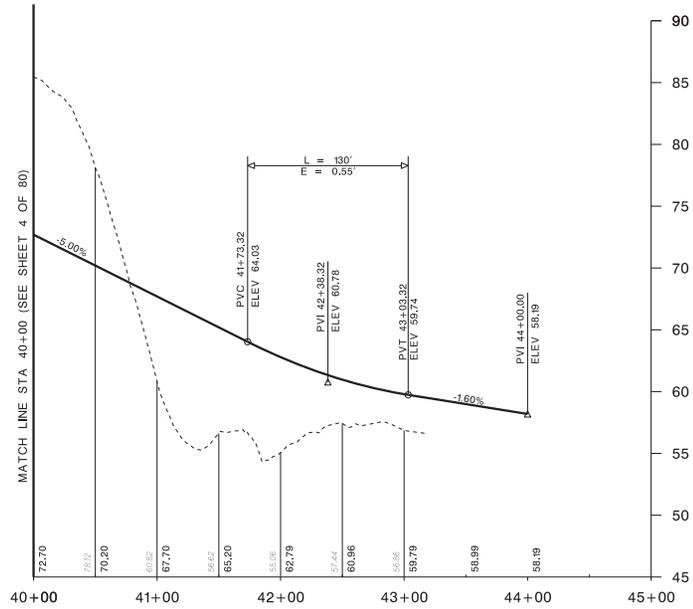


MICHAEL BAKER JR., INC.  
300 American Metro Blvd, Suite 154  
Hamilton, NJ 08609

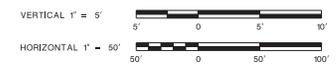
DELAWARE JOINT TOLL BRIDGE COMMISSION  
SCUDDER FALLS BRIDGE  
REPLACEMENT PROJECT

MERCER COUNTY  
PRELIMINARY TS&L REPORT  
PEDESTRIAN / BIKE PATH - MODIFIED CONCEPT  
PROFILE - 1

Drawn By MJM Engineer HR Contract No. xxxxxxxx  
In Charge TAF File PEDESTRIAN.PRO Drawing No. of  
Date 2015 Scale AS NOTED Sheet No. 4 of 80



CONCEPT PROFILE



IH ENGINEERS, P.C. - CAD/DWG DATA  
 25-AUG-2015 14:57  
 ihm\ahm\BIP\_P\Bridges\Delaware Toll Bridge\Design\2015\Bridges\Delaware Toll Bridge\CONCEPT\PEDESTRIAN.PIB.Cadp  
 ihm\ahm\BIP\_P\Bridges\Delaware Toll Bridge\Design\2015\Bridges\Delaware Toll Bridge\CONCEPT\PEDESTRIAN.PIB.Cadp

REVISION	CKD.	BY	DATE

THOMAS A. FISHER  
 ENGINEER  
 NO. 12512  
 STATE OF NEW JERSEY

IH ENGINEERS, P.C.  
 103 College Road East, First Floor  
 Princeton, NJ 08540

MAHER A. SIDAN  
 ENGINEER  
 NO. 12512  
 STATE OF NEW JERSEY

MICHAEL BAKER JR., INC.  
 300 American Metro Blvd, Suite 154  
 Hamilton, NJ 08609

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION  
 SCUDDER FALLS BRIDGE  
 REPLACEMENT PROJECT

MERCER COUNTY  
 PRELIMINARY TS&L REPORT  
 PEDESTRIAN / BIKE PATH - MODIFIED CONCEPT  
 PROFILE - 1

Drawn By MJM Engineer HR Contract No. xxxxxxxx  
 In Charge TAF File PEDESTRIAN PROJ.Cadp Drawing No. of  
 Date 2015 Scale AS NOTED Sheet No. 5 of 80

# **Land Survey Plan with Metes and Bounds Description**

TYLIN INTERNATIONAL | MEDINA  
3379 Quakerbridge Road  
Hamilton, NJ 08619  
Tel. 609-838-6435

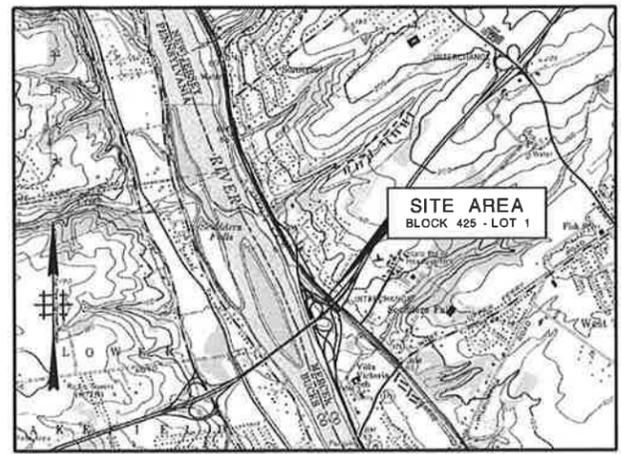
AECOM  
516 E. STATE ST.  
TRENTON, NJ 08609

- LEGEND:**
- PROPOSED PIN & CAP
  - ▲ CONCRETE MONUMENT
  - △ DEED
  - (FM) FILED MAP
  - (C) CALCULATED
  - (TM) TAX MAP

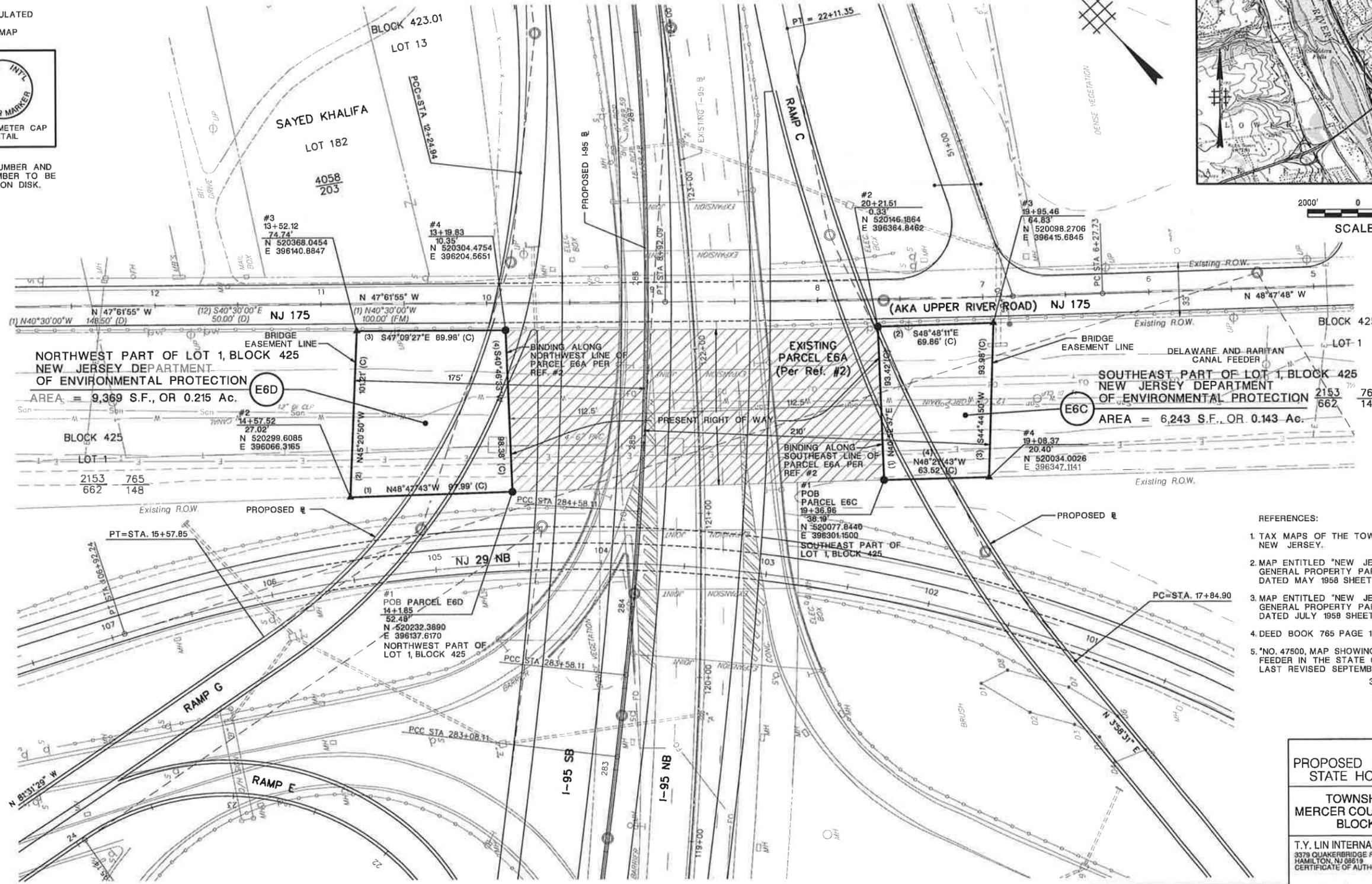
**AREA SUMMARY:**  
BLOCK 425 LOT 1  
ORIGINAL AREA = 12.0± Ac. (TM)  
TOTAL PROPOSED BRIDGE EASEMENT AREA = 0.358 Ac. (15612 S.F.) (C)  
REMAINING AREA = 11.642 Ac.±  
(CALCULATED BY DEDUCTING AREA OF PROPOSED BRIDGE EASEMENT FROM TAX MAP AREA)



**NOTE:**  
PARCEL NUMBER AND POINT NUMBER TO BE STAMPED ON DISK.



SCALE 1"=2000'



- SURVEY NOTES:**
- HORIZONTAL DATUM IS NEW JERSEY STATE PLANE COORDINATE SYSTEM (NAD83) CONVERTED USING CORPSCON SOFTWARE FROM PROJECT CONTROL ESTABLISHED IN PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD83) PA SOUTH ZONE PROJECT CONTROL ESTABLISHED BY OTHERS.
  - SUPPLEMENTAL FIELD SURVEY BY T.Y. LIN INTERNATIONAL IN OCTOBER 2010.
  - STATIONS AND OFFSETS FOR PARCEL E6C ARE BASED ON RAMP C BASELINE GEOMETRY.
  - STATIONS AND OFFSETS FOR PARCEL E6D ARE BASED ON RAMP G BASELINE GEOMETRY.
  - THE MONUMENTS SHOWN HEREON AS SET, SHALL BE INSTALLED NOT LATER THAN TWELVE MONTHS AFTER STATEHOUSE COMMISSION APPROVAL.

**REFERENCES:**

- TAX MAPS OF THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY.
- MAP ENTITLED "NEW JERSEY STATE HIGHWAY DEPARTMENT, GENERAL PROPERTY PARCEL MAP, ROUTE 29(1953) SECTION 1" DATED MAY 1958 SHEET 3 OF 17.
- MAP ENTITLED "NEW JERSEY STATE HIGHWAY DEPARTMENT, GENERAL PROPERTY PARCEL MAP, ROUTE 29(1953) SECTION 15A" DATED JULY 1958 SHEET 4 OF 7.
- DEED BOOK 765 PAGE 148 AND DEED BOOK 2153 PAGE 662.
- "NO. 47500, MAP SHOWING DELAWARE AND RARITAN CANAL AND FEEDER IN THE STATE OF NEW JERSEY AS OF JUNE 12, 1934" LAST REVISED SEPTEMBER 15, 1934.

SCALE 1"=30'

**DIVERSION PLAN  
PROPOSED BRIDGE EASEMENT ACQUISITION  
STATE HOUSE COMMISSION #2008-004**

**TOWNSHIP OF EWING  
MERCER COUNTY, NEW JERSEY  
BLOCK 425 - LOT 1**

T.Y. LIN INTERNATIONAL  
3379 QUAKERBRIDGE ROAD, SUITE 200  
HAMILTON, NJ 08619  
CERTIFICATE OF AUTHORIZATION NO. 24(GA27976000)

Job #: 08097  
Scale: 1" = 30'  
Date: JULY 2013

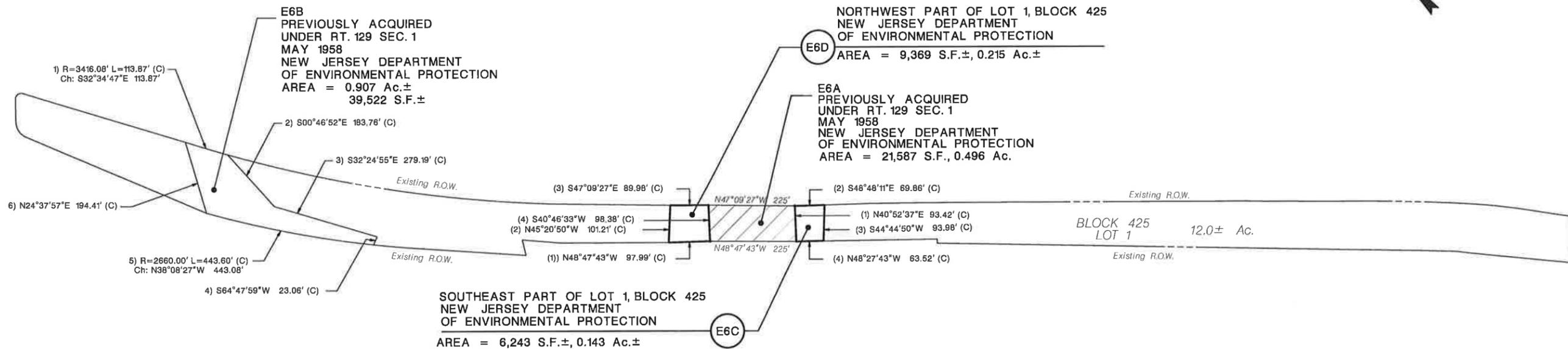
Drwn By: AP  
Chkd By: RS  
Sheet #: 1 of 2

*Michael W. King*  
**Michael W. King, P.L.S.**  
NJ PROFESSIONAL LAND SURVEYOR LICENSE NO. 24CS02749000

DATE	REVISIONS	BY	CHKD

**T.Y.LIN INTERNATIONAL | MEDINA**  
 3379 Quakerbridge Road  
 Hamilton, NJ 08619  
 Tel: 609-888-6475

**AECOM**  
 516 E STATE ST.  
 TRENTON, NJ 08609



**SCHEMATIC LAYOUT  
 BLOCK 425, LOT 1**

NOT TO SCALE

DIVERSION PLAN  
 PROPOSED BRIDGE EASEMENT ACQUISITION  
 STATE HOUSE COMMISSION #2008-004

TOWNSHIP OF EWING  
 MERCER COUNTY, NEW JERSEY  
 BLOCK 425 - LOT 1

T.Y. LIN INTERNATIONAL  
 3379 QUAKERBRIDGE ROAD, SUITE 200  
 HAMILTON, NJ 08619  
 CERTIFICATE OF AUTHORIZATION NO. 24GA27976000

*Michael W. King*  
**Michael W. King, P.L.S.**  
 NJ PROFESSIONAL LAND SURVEYOR LICENSE NO. 24052274000

Job #: 08097  
 Scale: NOT TO SCALE  
 Date: JULY 2013

Drwn By: AP  
 Chkd By: RS

Sheet #  
 2  
 of  
 2

DATE	REVISIONS	BY	CHKD

# TYLIN INTERNATIONAL

Delaware River Joint Toll Bridge Commission  
I-95/Scudder Falls Bridge Improvement Project  
Easement for I-95 Roadway and Ramps over the  
Delaware & Raritan Canal in New Jersey

**DEED DESCRIPTION OF EASEMENT AREA**  
**BRIDGE EASEMENT PARCELS E6C AND E6D**  
**(PART OF BLOCK 425, LOT 1, TOWNSHIP OF EWING, MERCER COUNTY, NJ)**  
**INTERSTATE 95**  
**(FORMERLY NEW JERSEY STATE HIGHWAY ROUTE 129)**

July 2013

All that certain property, situate, lying and being in the Township of Ewing, in the County of Mercer and the State of New Jersey, being a part of Lot 1 in Block 425 on the current tax map of the Township of Ewing, County of Mercer, and more particularly described as follows:

**PARCEL E6C Southeast Part of Lot 1, Block 425**

**BEGINNING** at a pin and cap set (Point No. 1) in the existing northeasterly right-of-way line of New Jersey State Highway Route 29, said point being the westerly corner of Parcel E6C at station 19+36.96, offset 36.19 feet left of the roadway baseline for Ramp C as shown on a map entitled "Delaware River Joint Toll Bridge Commission, General Property Parcel Map, I-95/Scudders Falls Bridge Improvements, Showing Existing Right Of Way And Parcels To Be Acquired In The Township Of Ewing, County Of Mercer, February 2011, Sheet 2 of 3". Said point also being the southerly corner of Parcel E6A as shown on a map entitled "New Jersey State Highway Department, General Property Parcel Map, Route 129 Freeway Section 1, From Abutment of Delaware River Bridge To Scotch Road Showing Existing Right Of Way And Parcels To Be Acquired In The Townships Of Ewing and Hopewell, County Of Mercer, May 1958, Sheet 3 of 17", and from said point of beginning having New Jersey State Plane Coordinate System (NAD 83) values of North 520077.84 and East 396301.15 running thence, in bearings that are in said New Jersey State Plane Coordinate System (NAD 83);

1. Coincident with and binding along the southeasterly line of said Parcel E6A, North 40 degrees 52 minutes 37 seconds East and a distance of 93.42 feet to a pin and cap set (Point No. 2) in the southwesterly right-of-way line of New Jersey State Highway Route 175 having New Jersey State Plane Coordinate System (NAD 83) values of North 520146.19 and East 396364.85, said pin and cap set being at station 20+21.51, offset 0.33 feet left of said aforementioned Ramp C roadway baseline, thence;
2. Coincident with the southwesterly right-of-way line of New Jersey State Highway Route 175, South 48 degrees 48 minutes 11 seconds East, 69.86 feet, to a concrete monument set (Point No. 3) having New Jersey State Plane Coordinate System (NAD 83) values of North 520098.27 and East 396415.68 being at station 19+95.46, offset 64.83 feet right of said aforementioned Ramp C roadway baseline, thence;
3. Through the lands of New Jersey Department of Environmental Protection, South 44 degrees 44 minutes 50 seconds West, 93.98 feet to a concrete monument set (Point No. 4) in the northeasterly right-of-way line of New Jersey State Highway Route 29

# TYLIN INTERNATIONAL

**Delaware River Joint Toll Bridge Commission  
I-95/Scudder Falls Bridge Improvement Project  
Easement for I-95 Roadway and Ramps over the  
Delaware & Raritan Canal in New Jersey**

having New Jersey State Plane Coordinate System (NAD 83) values of North 520034.00 and East 396347.11, said monument also being at station 19+08.37, offset 20.40 feet right of said aforementioned Ramp C roadway baseline, thence;

4. Coincident with the northeasterly right-of-way line of New Jersey State Highway Route 29, North 48 degrees 27 minutes 43 seconds West 63.52 feet to the Point and Place of Beginning (Point No. 1).

The above described Parcel E6C contains 6,243 square feet or 0.143 acres of land more or less.

## **PARCEL E6D Northwest Part of Lot 1, Block 425**

**BEGINNING** at a pin and cap set (Point No. 1) in the existing northeasterly right-of-way line of New Jersey State Highway Route 29, said point being the southerly corner of Parcel E6D at station 14+01.85, offset 52.48 feet left of the roadway baseline for Ramp G as shown on a map entitled "Delaware River Joint Toll Bridge Commission, General Property Parcel Map, I-95/Scudders Falls Bridge Improvements, Showing Existing Right Of Way And Parcels To Be Acquired In The Township Of Ewing, County Of Mercer, February 2011, Sheet 2 of 3". Said point also being the westerly corner of Parcel E6A as shown on a map entitled "New Jersey State Highway Department, General Property Parcel Map, Route 129 Freeway Section 1, From Abutment of Delaware River Bridge To Scotch Road Showing Existing Right Of Way And Parcels To Be Acquired In The Townships Of Ewing and Hopewell, County Of Mercer, May 1958, Sheet 3 of 17", and from said point of beginning having New Jersey State Plane Coordinate System (NAD 83) values of North 520232.39 and East 396137.62 running thence, in bearings that are in said New Jersey State Plane Coordinate System (NAD 83);

1. Coincident with the northeasterly right-of-way line of New Jersey State Highway Route 29, North 48 degrees 47 minutes 43 seconds West, 97.99 feet to a concrete monument set (Point No. 2) having New Jersey State Plane Coordinate System (NAD 83) values of North 520299.61 and East 396066.32 being at station 14+57.52, offset 27.02 feet right of said aforementioned Ramp G roadway baseline, thence;
2. Through the lands of New Jersey Department of Environmental Protection, North 45 degrees 20 minutes 50 seconds East, 101.21 feet to a concrete monument set (Point No. 3) having New Jersey State Plane Coordinate System (NAD 83) values of North 520368.05 and East 396140.88, in the southwesterly right-of-way line of New Jersey State Highway Route 175 said monument also being at station 13+52.12, offset 74.74 feet right of said aforementioned Ramp G roadway baseline, thence;
3. Coincident with the southwesterly right-of-way line of New Jersey State Highway Route 175, South 47 degrees 09 minutes 27 seconds East, 89.98 feet, to a pin and cap set (Point No. 4) having New Jersey State Plane Coordinate System (NAD 83) values of North 520304.48 and East 396204.57, being at station 13+19.83, offset

# TY·LIN INTERNATIONAL

**Delaware River Joint Toll Bridge Commission  
I-95/Scudder Falls Bridge Improvement Project  
Easement for I-95 Roadway and Ramps over the  
Delaware & Raritan Canal in New Jersey**

10.35 feet left of said aforementioned Ramp C roadway baseline. Said pin and cap also being the northerly corner of Parcel E6A, thence;

4. Coincident with and binding along the northwesterly line of said Parcel E6A, South 40 degrees 46 minutes 33 seconds West, a distance of 98.38 feet to a point in the northeasterly right-of-way line of New Jersey State Highway Route 29 and the Point and Place of Beginning (Point No. 1).

The above described Parcel E6D contains 9,369 square feet or 0.215 acres of land more or less.

The above described parcels are subject to all existing easements and rights previously established.

The above described parcels are a portion of the lands conveyed by the United New Jersey Railroad and Canal Company and the Pennsylvania Railroad to the State of New Jersey Department of Environmental Protection by deed dated June 30, 1937 and recorded July 19, 1937 in the Mercer County Clerk's office in Deed Book 765 page 148. Said deed and the above referenced map call for the railroad to retain a perpetual easement through the lands conveyed to the State of New Jersey Department of Conservation and Economic Development. The perpetual easement was subsequently conveyed to the State of New Jersey, Department of Environmental Protection by deed recorded in the Mercer County Clerk's office in Deed Book 2153 page 662.

The above description was written pursuant to a survey of property entitled "DIVERSION PLAN PROPOSED BRIDGE EASEMENT ACQUISITION STATE HOUSE COMMISSION 2008-004" of property designated as Block 425, Lot 1 on the municipal tax map of the Township of Ewing, County of Mercer, State of New Jersey. Said survey was prepared by T. Y. Lin International, dated July, 2013 and is marked as file No. 2008-004. A reduced copy of said plan is attached hereto and made a part hereof.



Michael W. King, P.L.S.  
New Jersey Professional Land Surveyor  
License No. 24GS02748000

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GREEN ACRES PROGRAM  
LOCAL GOVERNMENT AND NON-PROFIT ORGANIZATION FUNDING PROGRAM

SURVEYOR'S CERTIFICATION & SUMMARY FORM

PROJECT INFORMATION

GREEN ACRES PROJECT No. 2008-004

GREEN ACRES PROJECT NAME: "Scudder Falls Bridge Replacement Project"

PARCEL INFORMATION

PARCEL OR OWNER ID#: SCUDDER FALLS BRIDGE, TOWNSHIP OF EWING BLOCK 425 LOT 1, PARCEL E6C  
SELLER'S NAME: NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP)  
(REPEAT MUNICIPALITY, BLOCK, LOT, INTEREST, ETC. AS NEEDED TO IDENTIFY ALL PARCELS BEING WITHIN THE LINES OF SURVEY)

MUNICIPALITY: TOWNSHIP OF EWING COUNTY: MERCER

BLOCK: 425 LOT: 1 INTEREST: Fee or Easement %ACQUIRING: 0.128% AC ACQUIRING 0.143 AC  
(CIRCLE APPROPRIATE INTEREST)

SURVEY INFORMATION

PREPARED FOR LOCAL UNIT/USING AGENCY: DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

SURVEY FIRM: T.Y. LIN INTERNATIONAL

NAME OF SURVEYOR: Michael W. King, PLS NJPLS No. 24GS02748000

DATE ON SURVEY PLAN: June 2013 DATE SIGNED: 6/13/13 DATE LAST REVISED: NA

TITLE INFORMATION

TITLE COMPANY \_\_\_\_\_ SUBJECT TO FINDINGS OF TITLE SEARCH  
(IF NO COPY OF SEARCH WAS SUPPLIED BY USING AGENCY, PLEASE STATE "SUBJECT TO FINDINGS OF TITLE SEARCH" ABOVE)

COMMITMENT No. \_\_\_\_\_ DATE OF COMMITMENT \_\_\_\_\_

DEED USED FOR REFERENCE: Book 765, Page 148 and Book 2153, Page 662

CERTIFICATION

I hereby certify that I have completed the above survey in accordance with the "Green Acres Scope of Work For Professional Land Surveying Services" contained in a written contract with the above using agency. Based upon an actual field survey of the above property conducted under my supervision, my examination of field and record evidence and the above title report, (if any supplied by using agency), the parcel being acquired consists of a total surveyed area of 0.143 acres, subject to the following:

EASEMENTS NIL

RESTRICTIONS \_\_\_\_\_

CONDITIONS: Existing Utilities and other pre-existing easements

ROAD: 0.00 AC. CLAIMED AS NJ TIDELANDS: 0.00 AC. OVERLAP: 0.00 AC. UNDER WATER 0.000 AC.

GORE BETWEEN ADJOINING LANDS \_\_\_\_\_ AC. AREA OF CLOUDED TITLE: \_\_\_\_\_ AC.

ENCROACHMENTS (YES) \_\_\_\_\_ (NO) X NUMBER OF SEPARATE DESCRIPTIONS PREPARED: \_\_\_\_\_

NET AREA OF GREEN ACRES ENCUMBRANCE: 0.143 ACRES

Michael W. King 7/11/13  
SURVEYOR'S SIGNATURE, DATE & SEAL

\_\_\_\_\_  
SURVEY REVIEWED BY GREEN ACRES

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GREEN ACRES PROGRAM  
LOCAL GOVERNMENT AND NON-PROFIT ORGANIZATION FUNDING PROGRAM

SURVEYOR'S CERTIFICATION & SUMMARY FORM

PROJECT INFORMATION

GREEN ACRES PROJECT No. 2008-004

GREEN ACRES PROJECT NAME: "Scudder Falls Bridge Replacement Project"

PARCEL INFORMATION

PARCEL OR OWNER ID#: SCUDDER FALLS BRIDGE, TOWNSHIP OF EWING BLOCK 425 LOT 1, PARCEL E6D  
SELLER'S NAME: NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP)  
(REPEAT MUNICIPALITY, BLOCK, LOT, INTEREST, ETC. AS NEEDED TO IDENTIFY ALL PARCELS BEING WITHIN THE LINES OF SURVEY)

MUNICIPALITY: TOWNSHIP OF EWING COUNTY: MERCER

BLOCK: 425 LOT: 1 INTEREST: Fee or Easement %ACQUIRING: 0.192% AC ACQUIRING 0.215 AC  
(CIRCLE APPROPRIATE INTEREST)

SURVEY INFORMATION

PREPARED FOR LOCAL UNIT/USING AGENCY: DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

SURVEY FIRM: T.Y. LIN INTERNATIONAL

NAME OF SURVEYOR: Michael W. King, PLS NJPLS No. 24GS02748000

DATE ON SURVEY PLAN: June 2013 DATE SIGNED: 6/13/13 DATE LAST REVISED: NA

TITLE INFORMATION

TITLE COMPANY SUBJECT TO FINDINGS OF TITLE SEARCH  
(IF NO COPY OF SEARCH WAS SUPPLIED BY USING AGENCY, PLEASE STATE "SUBJECT TO FINDINGS OF TITLE SEARCH" ABOVE)

COMMITMENT No. \_\_\_\_\_ DATE OF COMMITMENT \_\_\_\_\_

DEED USED FOR REFERENCE: Book 765, Page 148 and Book 2153, Page 662

CERTIFICATION

I hereby certify that I have completed the above survey in accordance with the "Green Acres Scope of Work For Professional Land Surveying Services" contained in a written contract with the above using agency. Based upon an actual field survey of the above property conducted under my supervision, my examination of field and record evidence and the above title report, (if any supplied by using agency), the parcel being acquired consists of a total surveyed area of 0.215 acres, subject to the following:

EASEMENTS NIL

RESTRICTIONS \_\_\_\_\_

CONDITIONS: Existing Utilities and other pre-existing easements

ROAD: 0.00 AC. CLAIMED AS NJ TIDELANDS: 0.00 AC. OVERLAP: 0.00 AC. UNDER WATER 0.000 AC.

GORE BETWEEN ADJOINING LANDS \_\_\_\_\_ AC. AREA OF CLOUDED TITLE: \_\_\_\_\_ AC.

ENCROACHMENTS (YES) \_\_\_\_\_ (NO) X NUMBER OF SEPARATE DESCRIPTIONS PREPARED: \_\_\_\_\_

NET AREA OF GREEN ACRES ENCUMBRANCE: 0.215 ACRES

Michael W. King 7/10/13  
SURVEYOR'S SIGNATURE, DATE & SEAL

\_\_\_\_\_  
SURVEY REVIEWED BY GREEN ACRES

## **Proposed Public Notice via Newspaper and Sign**

**To be published in the Newark Star Ledger and the Times of Trenton  
as well as sent as certified mail to property owners within 200 feet of  
the parkland diversions:**

TAKE NOTICE that the New Jersey Department of Environmental Protection (“DEP”) proposes to convey two easements totaling 0.358 acres on Block 425 Lot 1, part of the Delaware and Raritan Canal State Park (“D&R Canal State Park”), located on either side of the existing I-95 park crossing in Ewing Township, Mercer County. The proposed conveyance, in connection with the Delaware River Joint Toll Bridge Commission’s (“DRJTBC”) I-95/Scudder Falls Bridge Improvement Project (“Project”), will accommodate aerial ramp bridge crossings over the D&R Canal State Park and bridge construction and maintenance easement areas.

To compensate for Project impacts on the D&R Canal Historic District, including easement acquisition, the DRJTBC will deposit \$2 million into a mitigation fund held by DEP for construction of an interpretive swing bridge and/or for other interpretation of the D&R Canal. The DRJTBC will compensate for the removal of 22 trees in the easement areas by planting 237 replacement trees within the D&R Canal State Park or through equivalent cash compensation. In addition to required compensation, the DRJTBC will construct a pedestrian/bicycle facility connecting the D&R Canal State Park to the Delaware Canal State Park in Pennsylvania.

The request to convey two parkland easements totaling 0.358 acres is subject to approval by the DEP Commissioner and State House Commission. All information in support of this request is available for public inspection at the Ewing Township Municipal Offices, the Ewing Branch of the Mercer County Library, and the Green Acres Program Office.

Written comments on the conveyance request may be directed to *Caroline Armstrong, New Jersey Department of Environmental Protection, Green Acres Program, Bureau of Legal Services and Stewardship, Mail Code 501-01, 501 East State Street, P.O. Box 420, Trenton, NJ 08625-0420*. Please send a copy of any comments submitted on this request to *Patricia Kallessner, Park Superintendent,*

*Delaware and Raritan Canal State Park, Kingston Office, 145 Mapleton Road, Princeton, NJ 08540.* Written public comments on this proposed conveyance will be accepted until April 7, 2016.

**To be located at closest public entrance to the parkland proposed for diversion and at a location along the parkland as approved by NJDEP. The size of the sign will be 4-feet by 8-feet and the title line will have lettering at least 7-inches high with the remaining text of adequate size to fill the sign. The sign will have a white background with black lettering.**

### PUBLIC NOTICE

TAKE NOTICE that the New Jersey Department of Environmental Protection (“DEP”) proposes to convey two easements totaling 0.358 acres on Block 425 Lot 1, part of the Delaware and Raritan Canal State Park (“D&R Canal State Park”), located on either side of the existing I-95 park crossing in Ewing Township, Mercer County. The proposed conveyance, in connection with the Delaware River Joint Toll Bridge Commission’s (“DRJTBC”) I-95/Scudder Falls Bridge Improvement Project (“Project”), will accommodate aerial ramp bridge crossings over the D&R Canal State Park and bridge construction and maintenance easement areas.

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**LEGEND**

-  Sign Locations
-  Memorandum of Agreement Area
-  Bike/Pedestrian Facility
-  Green Acres Parkland Diversion Area

1 inch = 300 feet

**I-95/SCUDDER FALLS BRIDGE IMPROVEMENT PROJECT**

**NJDEP Green Acres Program  
Proposed Parkland Diversion**



**AECOM**

**October 2015**

## **Updated Permit Status List**

I-95/SCUDDER FALLS BRIDGE IMPROVEMENT PROJECT  
LIST OF ENVIRONMENTAL PERMITS/APPROVALS

NO.	PERMIT DESCRIPTION	STATUS	DATE OBTAINED	PERMIT NUMBER	PERMIT EXPIRES	COMMENTS
1	NJDEP Letter of Interpretation (LOI)	Approval Received from NJDEP	February 10, 2011	1102-05-0004.1, FWW100001	December 12, 2015	
2	NJDEP Green Acres Program - Parkland Diversion	Pre-Application Approved October 2012. Preparing documentation for final application package				
3	NJDEP Freshwater Wetland Individual Permit	Approval Received from NJDEP	June 28, 2013	1102-05-0004.1, FWW130001	June 19, 2018	Requires Wetland Mitigation Plan approval prior to construction
4	NJDEP Flood Hazard Area Verification	Approval Received from NJDEP	June 28, 2013	1102-05-0004.1, FHA130001	June 19, 2018	
5	NJDEP Flood Hazard Area Permit	Approval Received from NJDEP	June 28, 2013	1102-05-0004.1, FHA130002	June 19, 2018	Requires Riparian Zone Mitigation Plan approval prior to construction
6	NJDEP Water Quality Certificate	Approval Received from NJDEP	June 28, 2013	1102-05-0004.1	June 19, 2018	
7	NJDEP State Historic Preservation Office - Project Authorization Under the NJ Register of Historic Places Act	Application to be Prepared				
8	Delaware and Raritan Canal Commission Certificate of Approval	Approval Received from D&RCC July 15, 2013	July 15, 2013	13-3165	N/A	Will require submittal of application to D&RCC for Pedestrian/Bikeway Final Design
9	USACE Section 404/PADEP Chapter 105 Joint Permit (DRJTBC Maintenance Jurisdiction)	Application and Back-up Material being Prepared				
10	USACE Section 404/PADEP Chapter 105 Joint Permit (PennDOT Maintenance Jurisdiction)	Application and Back-up Material being Prepared				
11	USACE Section 404 Permit	Application and Back-up Material being Prepared				
12	Bucks County Conservation District - Pennsylvania NPDES Approval	Approval Received from the BCCD	March 28, 2014	PAG02000914002	March 28, 2019	
13	Bucks County Conservation District - Erosion and Sediment Control Approval	Approval Received from the BCCD	March 21, 2014		Physical construction must start by 3/21/2016	Pre-construction meeting with the BCCD is required
14	Lower Makefield Township - Act 67 Consistency Letter	Approval Received from LMT	January 29, 2015	12-77-024A	N/A	
15	Bucks County Planning Commission - Act 67 Consistency Letter	Approval Received from BCPC	January 14, 2014	N/A	N/A	
16	Delaware River Basin Commission Project Review Approval	Approval Received from the DRBC	May 10, 2012	D-2011-018 CP-1	May 10, 2017	Construction needs to begin within 5 years of issuance of permit
17	PA Wetland Mitigation Plan Final Design Approval	Wetlands Mitigation Site under Design				
18	Pennsylvania Natural Diversity Inventory (PNDI)	Up-To-Date Data Responses Received from the PA DCNR, PA Game Commission and the PA Fish & Boat Commission	August 15, 2013	20130716412348	August 15, 2015	
<i>PERMITS/APPROVALS REQUIRED AS PART OF FINAL DESIGN</i>						
19	Freshwater Mussel Mitigation Plan Approval					
20	NJDEP NJPDES General Permit for Stormwater Discharge Associated with Construction Activities					
	NJ Soil Erosion and Sediment Control Approval					
21	NJDEP No Net Loss Reforestation Act Application	Application Submitted and Under Review				
22	PA Fish and Boat Commission Permit to Install Floating Structures and Private Aids to Navigation					
23	Peregrine Falcon Mitigation Coordination	Draft Peregrine Falcon Management Plan under Internal Review				
24	Bald Eagle Mitigation Coordination					

**Final Easement Language  
for  
Parkland Diversion Parcels**

**The Deed for Parcels E6A and E6B will be recorded for two existing NJDOT easements in the Delaware and Raritan Canal State Park. These parcels had not been formerly recorded with the County Clerk and are being done so now to memorialize these existing easements.**

**Furthermore, the project will record the easements for the proposed Scudder Falls Bridge Replacement Project with the County Clerk. These proposed easements are associated with the requested Parkland Conveyance (i.e., Parcels E6C and E6D).**

**Route** 129 Freeway **Section** 1  
**Also Known as Route Interstate 95**

**Parcels** E6A E6B

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***DEED***

*The State of New Jersey, Department of Transportation*

*TO*

*The State of New Jersey, Department of Transportation*

*Dated:* \_\_\_\_\_

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*State Highway Route: 129 (95)*

*County: Mercer*

***Record and Return to:***

***Albert DeChristie***  
***NJDOT Right of Way & Access Management Division***  
***PO Box 600***  
***Trenton, NJ 08625***

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## Exhibit A

Bridge Easements to be acquired in that certain property, situate, lying and being in the Township of Ewing, in the County of Mercer and the State of New Jersey, being a part of Lot 1 in Block 425 on the current tax map of the Township of Ewing, County of Mercer, and more particularly described as follows:

**Parcel E6A** as shown on a map entitled "New Jersey State Highway Department, General Property Parcel Map, Route 129 Freeway Section 1, From Abutment of Delaware River Bridge To Scotch Road Showing Existing Right Of Way And Parcels To Be Acquired In The Townships Of Ewing and Hopewell, County Of Mercer, May 1958, Sheet 3 of 17.

**PARCEL E6A, A Bridge Easement on a Portion of Lot 1, Block 425**, consisting of a right, in perpetuity, to enter with equipment, personnel and materials to construct, restore, inspect, operate, repair and maintain a bridge at the locations indicated within the line marked "Bridge Easement Line", as shown on the aforesaid maps. This easement right shall also include, by way of example and not limitation, the right to construct, reconstruct, and maintain footings, piers, decks, parapets and all related elements, appurtenances and structures associated with or needed for the construction and maintenance of a bridge as indicated within the line marked "Bridge Easement Line", as shown on the aforesaid maps.

This easement also includes the right for the State to traverse from an agreed to entry point across the lands of the Owner, with personnel, equipment and materials to the Bridge Easement. The path to be used will be agreed upon by the Owner and the State based upon conditions in place at the time the entry is required, and is intentionally not shown on the plan to allow maximum flexibility for the Owner and the State to provide a safe route to the Bridge Easement area and to minimize impacts to the park.

The Owner, or its assigns retains the right to use the land area of the easement, as depicted on the aforesaid maps, so long as such use does not interfere with the rights set forth herein and does not adversely impact the physical integrity of the bridge structures within the area of the easement as far as the line marked "Bridge Easement Line", as shown on the aforesaid maps.

The bridge structures depicted within the Bridge Easement are approximations. The final dimensions of the bridge and its appurtenances constructed, repaired, maintained or restored within the aforesaid Bridge Easement shall conform to the dimensions shown on the final Bridge construction plans.

In entering upon the site, the State and its contractors shall be bound by the official safety requirements of the Owner. The State will provide notice to and obtain approval by the Owner of its safety plan prior to undertaking any construction work on the bridge structure which is necessary to protect park users from injury. Routine maintenance work which does not involve the ground beneath the bridge, and which would not result in a potential risk to persons on the ground will not require notice to the Owner.

In the event of an emergency which threatens the safety of the traveling public or users of the park, the Owner, or its assigns, agree to work promptly with the State to allow access to the State as soon as possible to the area of the Bridge easement.

The State shall provide a minimum of ten calendar days written notice to obtain access from the Owner or its assigns to the area of the easement except when giving an emergency notice as set forth above. The Owner will cooperate with the State in restricting access by park visitors or other unapproved persons to the Bridge easement area, and to the designated travel route to the bridge easement

during periods of construction, reconstruction, maintenance or repair to protect the safety of users of the park. The State will provide the Owner with notice that the construction or maintenance operation has been completed.

#### Parcel E6A Description

**BEGINNING** at a point of intersection of the existing baseline of New Jersey State Highway Route 129 and the existing southwesterly right of way line of New Jersey State highway Route 29, also known as Upper River Road (33' wide right of way). Said point of intersection being at approximately Station 122+12 (scaled) of New Jersey State Highway Route 129 shown on a map entitled "New Jersey State Highway Department, General Property Parcel Map, Route 129 Freeway Section 1, From Abutment of Delaware River Bridge To Scotch Road Showing Existing Right Of Way And Parcels To Be Acquired In The Townships Of Ewing and Hopewell, County Of Mercer, May 1958, Sheet 3 of 17", and from said point of beginning running thence, in bearings that are in said New Jersey State Plane Coordinate System (NAD 83);

1. In a southeasterly direction coincident with the northeasterly right of way line of NJ Route 29 (Upper River Road), South 47 degrees 09 minutes 27 seconds East, a distance of 112.5 feet (scaled), thence;
2. South 40 degrees 52 minutes 37 seconds West and a distance of 93.42 feet to a point in the northeasterly line of lands formerly of Sarah L. Perry shown as Parcel 1A on said map, thence;
3. North 48 degrees 47 minutes 43 seconds West, a distance of 225 feet (scaled), coincident with said northeasterly line of lands formerly of Sarah L. Perry shown as Parcel 1A on said map, thence;
4. North 40 degrees 46 minutes 33 seconds East, a distance of 98.38 feet to a point in the northeasterly right of way line of NJ Route 29 (Upper River Road), thence;
5. In a southeasterly direction coincident with the northeasterly right of way line of NJ Route 29 (Upper River Road), South 47 degrees 09 minutes 27 seconds East, a distance of 112.5 feet (scaled) to the Point and Place of Beginning.

The above described Parcel E6A contains approximately 21,587 square feet or 0.496 acres of land more or less.

**Parcel E6B** as shown on a map entitled "New Jersey State Highway Department, General Property Parcel Map, Route 129 Freeway Section 1, From Abutment of Delaware River Bridge To Scotch Road Showing Existing Right Of Way And Parcels To Be Acquired In The Townships Of Ewing and Hopewell, County Of Mercer, May 1958, Sheet 4 of 17.

#### **PARCEL E6B, a Bridge Easement on a Portion of Lot 1, Block 425**

A Bridge Easement, consisting of a right, in perpetuity, to enter with equipment, personnel and materials to construct, restore, inspect, operate, repair and maintain a bridge at the locations indicated within the line marked "Bridge Easement Line", as shown on the aforesaid maps. This easement right shall also include, by way of example and not limitation, the right to construct, reconstruct, and maintain footings, piers, decks, parapets and all related elements, appurtenances and structures associated with or needed for the construction and maintenance of a bridge as indicated within the line marked "Bridge Easement Line", as shown on the aforesaid maps.

This easement also includes the right for the State to traverse from an agreed to entry point across the lands of the Owner, with personnel, equipment and materials to the Bridge Easement. The path to be used will be agreed upon by the Owner and the State based upon conditions in place at the time the entry is required, and is intentionally not shown on the plan to allow maximum flexibility for the Owner and the State to provide a safe route to the Bridge Easement area and to minimize impacts to the park.

The Owner, or its assigns retains the right to use the land area of the easement, as depicted on the aforesaid maps, so long as such use does not interfere with the rights set forth herein and does not adversely impact the physical integrity of the bridge structures within the area of the easement as far as the line marked "Bridge Easement Line", as shown on the aforesaid maps.

The bridge structures depicted within the Bridge Easement are approximations. The final dimensions of the bridge and its appurtenances constructed, repaired, maintained or restored within the aforesaid Bridge Easement shall conform to the dimensions shown on the final Bridge construction plans.

In entering upon the site, the State and its contractors shall be bound by the official safety requirements of the Owner. The State will provide notice to and obtain approval by the Owner of its safety plan prior to undertaking any construction work on the bridge structure which is necessary to protect park users from injury. Routine maintenance work which does not involve the ground beneath the bridge, and which would not result in a potential risk to persons on the ground will not require notice to the Owner.

In the event of an emergency which threatens the safety of the traveling public or users of the park, the Owner, or its assigns, agree to work promptly with the State to allow access to the State as soon as possible to the area of the Bridge easement.

The State shall provide a minimum of ten calendar days written notice to obtain access from the Owner or its assigns to the area of the easement except when giving an emergency notice as set forth above. The Owner will cooperate with the State in restricting access by park visitors or other unapproved persons to the Bridge easement area, and to the designated travel route to the bridge easement during periods of construction, reconstruction, maintenance or repair to protect the safety of users of the park. The State will provide the Owner with notice that the construction or maintenance operation has been completed.

#### Parcel E6B Description

**BEGINNING** at a point in the existing southwesterly right-of-way line of New Jersey State Highway Route 29 also known as Upper River Road (33' wide right of way), said point being offset 30' left of Station 116+82 of Baseline "C" as shown on a map entitled "New Jersey State Highway Department, General Property Parcel Map, Route 129 Freeway Section 1, From Abutment of Delaware River Bridge To Scotch Road Showing Existing Right Of Way And Parcels To Be Acquired In The Townships Of Ewing and Hopewell, County Of Mercer, May 1958, Sheet 4 of 17", and from said point of beginning running thence, in bearings that are in said New Jersey State Plane Coordinate System (NAD 83);

1. Coincident with the southwesterly right-of-way line of New Jersey State Highway Route 29 on a curve to the left, having a radius of 3416.08 feet, an arc length of 113.87 feet, and a chord bearing South 32 degrees, 34 minutes, 47 seconds East, a distance of 113.87 feet (calculated) to a point offset 30 feet right of said Baseline "C" at approximate station 115+80, thence;
2. Southerly through the lands of State of New Jersey Department of Conservation and Economic Development, South 0 degrees, 46 minutes, 52 seconds, East, a distance of 183.76 feet (calculated) to a point being offset 30' right of Baseline C Station 114+00. Said point also being offset 30' right of Baseline "D" station 116+98.34, thence;
3. South 32 degrees, 24 minutes, 55 seconds East, a distance of 279.19 feet (calculated) through the lands of State of New Jersey Department of Conservation and Economic Development to a point being offset 125' right of Baseline "D" Station 114+00, thence;
4. South 64 degrees, 47 minutes, 59 seconds West, a distance of 23.06 feet (calculated) through the lands of State of New Jersey Department of Conservation and Economic Development to a point in the northeasterly line of

lands formerly of Sarah L. Perry shown as Parcel 1B on said map. Said point also being offset 60' southerly from the centerline of the railroad tracks within the lands of State of New Jersey Department of Conservation and Economic Development, thence;

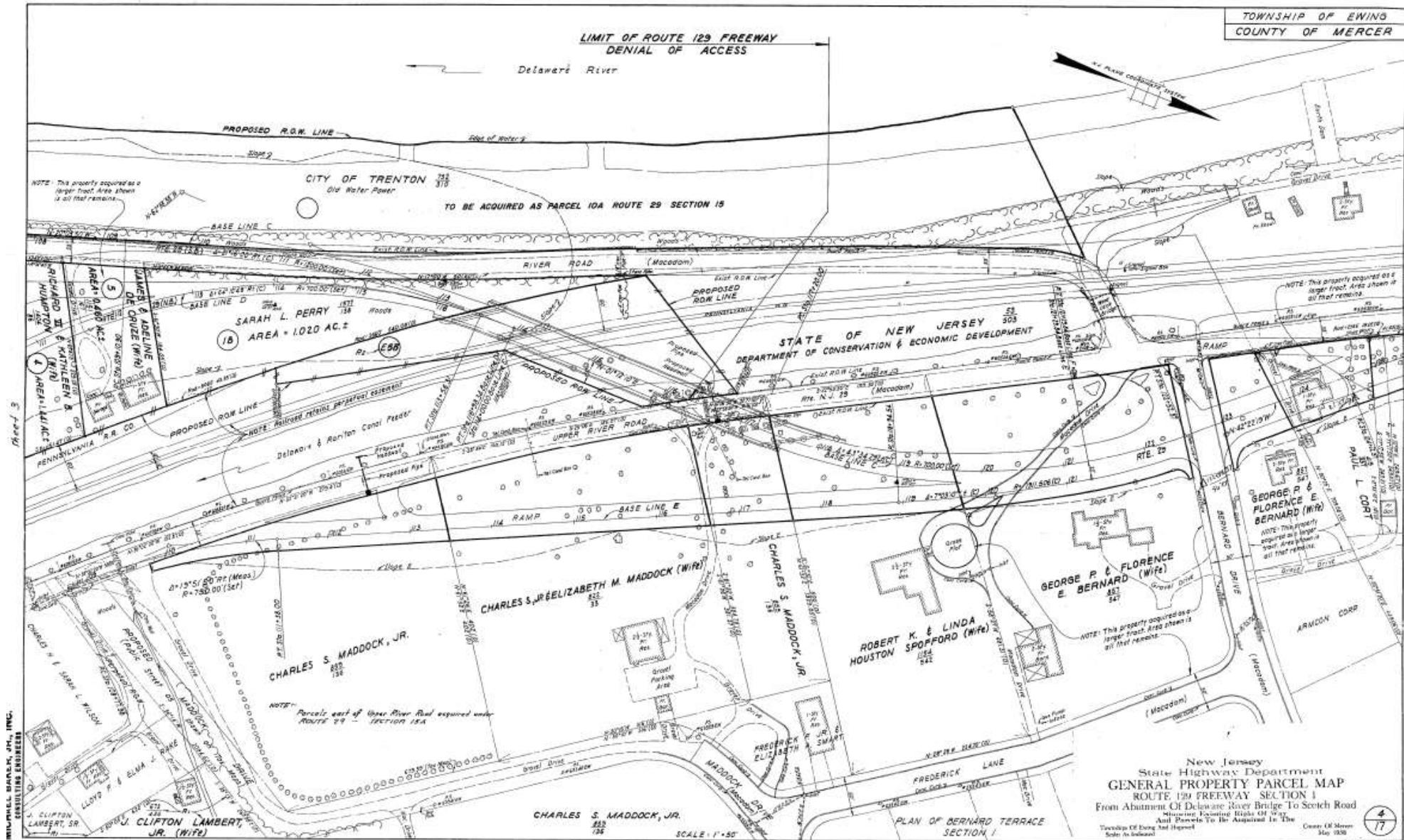
5. Coincident with the northerly line of lands formerly of Sarah L. Perry shown as Parcel 1B on said map on a curve to the right being parallel and offset 60' from the centerline of the railroad tracks to a point in the northeasterly right-of-way line of River Road (33' wide right of way), having a radius of 2660.00 feet, an arc length of 443.60 feet, and a chord bearing North 38 degrees, 08 minutes, 27 seconds West, a distance of 443.08 feet (calculated), thence;
6. Northerly through the lands of State of New Jersey Department of Conservation and Economic Development, North 24 degrees, 37 minutes, 57 seconds East, a distance of 194.41 feet (calculated) to a point in the southwesterly right-of-way line of New Jersey State Highway Route 29 also known as Upper River Road and the point and Place of Beginning.

The above described Parcel E6B contains approximately 39,522 square feet or 0.907 acres of land more or less.

The above described parcels are a portion of the lands conveyed by the United New Jersey Railroad and Canal Company and the Pennsylvania Railroad to the State of New Jersey Department of Environmental Protection by deed dated June 30, 1937 and recorded July 19, 1937 in the Mercer County Clerk's office in Deed Book 765 page 148. Said deed and the above referenced map call for the railroad to retain a perpetual easement through the lands conveyed to the State of New Jersey Department of Conservation and Economic Development. The perpetual easement was subsequently conveyed to the State of New Jersey, Department of Environmental Protection by deed recorded in the Mercer County Clerk's office in Deed Book 2153 page 662.



Exhibit B



# **Final Compensation Plan**

## **FINAL COMPENSATION PROPOSAL**

To mitigate for adverse effects of the project on the 0.358 acres of diverted parkland from the Delaware and Raritan Canal Historic District which has an estimated value of \$111,935.91, the Delaware River Joint Toll Bridge Commission (DRJTBC) will deposit \$2 million into a mitigation fund held by the NJDEP for construction of an interpretive swing bridge and/or for other interpretation of the Delaware and Raritan Canal. The \$2 million includes the compensation for the acquisition of State Park property, subject to the approval of the State House Commission.

The DRJTBC will compensate for the removal of 22 trees in the easement areas by planting 237 replacement trees within the D&R Canal State Park or through equivalent cash compensation. Note that the documentation provided for the tree mitigation compensation plan has discrepancies concerning the number of trees impacted by the proposed project. The original assessment prepared by the State-approved Forester on March 12, 2015 noted that the tree removal dictates a total of 350 2.5-inch caliper replacement trees. However, the May 4, 2015 technical memorandum notes that only 237 replacement trees will be required. The reduction in tree replacement needs arose from a review of the project documentation by the NJDEP Green Acres Program (GAP) who indicated that the original analysis included trees that were not within the diverted areas. Accordingly, the GAP determined that the appropriate compensation would be 237 2.5-inch caliper trees.

# **Tree Mitigation Plan**



30 Knightsbridge Road, Suite 520, Piscataway, NJ 08854  
(T) 732.564.3200 (F) 732.369.0120 www.aecom.com

## Technical Memorandum

Date:	Revised March 12, 2015
By:	Brian Keightley, RPF
Project:	Delaware River Joint Toll Bridge Commission I-95/Scudder Falls Bridge Improvement Project
Subject:	Tree Assessment

As part of the Parkland Diversion application, the New Jersey Department of Environmental Protection (NJDEP) Green Acres Program has requested that a Basal Area Evaluation be prepared for trees that will be impacted on the 2 parcels associated with the Delaware and Raritan Canal State Park. These trees will likely be cut down as part of the Delaware River Joint Toll Bridge Commission's I-95/Scudder Falls Bridge Improvement Project for the construction of new access ramps associated with the I-95/Route 29 interchange.

The tree assessment was conducted on January 16, 2015 by Andrew Martin (ISA Certified Arborist #NY-5397) under my direct supervision. Each tree was assessed for species, size (diameter at breast height [dbh]), condition, and location. Trees to be removed were assessed for condition using a modified version of the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000). Fallen trees were not surveyed. Dead trees were surveyed, but given a Condition Factor of 0%. The Green Acres regulations dictates that the number of replacement trees to be planted shall be calculated on a square inch by square inch basis, but may take into account the condition of trees which are dead, dying or diseased, and may assert preexisting legal rights pertaining to tree removal. Table 1 includes a summation of the tree condition and replacement tree calculations.

Evaluation of the trees within the 2 Parkland Diversion parcels included an assessment of 22 trees with a dbh greater than 6-inches. The tree proposed for removal were assessed to have a total number of 350 2.5-inch replacement trees.

Sincerely,

Brian Keightley  
New Jersey Approved Consulting Forester  
ISA Certified Arborist MA-4754

References:

Council of Tree and Landscape Appraisers. 2000. Guide for Plant Appraisal (9<sup>th</sup> Ed.). International Society of Arboriculture, Champaign, IL. 143pp.

Quadrant	Date Measured	Tag #	Scientific Name	DBH (each trunk) (in)	Total DBH (in)	Effective DBH (in)	Basal Area (at DBH) (sq.in.)	Arborist Condition Rating	Basal Area of 2.5" Replacement Tree	No. of 2.5" Repl. Trees*	Arborist Comments
NW	1/16/15	3901	<i>Acer rubrum</i>	9.1	9.1	9.1	65.04	0.75	4.91	10	Bifurcating - intertwining; Gouges in stem; 15' strip
NW	1/16/15	NW1	<i>Malus spp</i>	9.5 4.6 4.6	18.7	11.5	104.12	0.75	4.91	16	Multistemmed - shrubby; Dead leaders; Vine
NW	1/16/15	NW3	<i>Acer rubrum</i>	7.7	7.7	7.7	46.57	0.8	4.91	8	Gouges on stem - some in rolling
NW	1/16/15	NW4	<i>Fraxinus pennsylvanica</i>	8.2	8.2	8.2	52.81	0.95	4.91	10	Vines; rooted at base of berm
SW	1/16/15	SW1	<i>Salix nigra</i>	12.2 13.9 12.7	38.8	22.4	395.32	0.8	4.91	64	Multistemmed; Heavy vines; Rooted on slope
SW	1/16/15	SW2	<i>Populus deltoides</i>	9.9 8.9 10.3	29.1	16.8	222.51	0.8	4.91	36	Dead leaders; Heavy vines
SW	1/16/15	SW3	<i>Prunus serotina</i>	5.6	5.6	5.6	24.63	0.9	4.91	5	Heavy vines; rooted in slope
SW	1/16/15	SW5	<i>Prunus serotina</i>	6.9	6.9	6.9	37.39	0.65	4.91	5	Heavy vines; Dead branches
SW	1/16/15	3903	<i>Salix nigra</i>	8.5	8.5	8.5	56.75	0.8	4.91	9	Dead branches; On slope
SE	1/16/15	SE1	<i>Liquidambar styraciflua</i>	6.0	6.0	6.0	28.27	0.8	4.91	5	On edge of water
SE	1/16/15	SE2	<i>Platanus occidentalis</i>	18.5 18.2	36.7	26.0	528.96	0.8	4.91	86	Fallen leaders; Rooted on slope
SE	1/16/15	3905	<i>Quercus rubra</i>	25.2	25.2	25.2	498.76	0	4.91	0	Dead
NE	1/16/15	3906	<i>Salix nigra</i>	16.9	16.9	16.9	224.32	0.9	4.91	41	Vines; rooted at base of berm
NE	1/16/15	NE1	<i>Acer platanoides</i>	8.2	8.2	8.2	52.81	0.8	4.91	9	Broken branches; rooted on slope
NE	1/16/15	NE2	<i>Acer platanoides</i>	6.8	6.8	6.8	36.32	0.4	4.91	3	Beaver damage to low stem; Rooted on slope
NE	1/16/15	NE3	Dead	19.1	19.1	19.1	286.52	0	4.91	0	Dead
NE	1/16/15	NE4	<i>Salix nigra</i>	9.3	9.3	9.3	67.93	0.8	4.91	11	Engulfed vines; competition from nearby trees
NE	1/16/15	3907	<i>Salix nigra</i>	10.2	10.2	10.2	81.71	0.8	4.91	13	Crown bent; Heavy vines
NE	1/16/15	NE6	<i>Quercus bicolor</i>	7.6	7.6	7.6	45.36	0	4.91	0	Dead
NE	1/16/15	NE7	<i>Acer platanoides</i>	6.2	6.2	6.2	30.19	0.8	4.91	5	On edge of water; Competition with nearby trees
NE	1/16/15	NE8	<i>Salix nigra</i>	9.0	9.0	9.0	63.62	0.65	4.91	8	On edge of water; Heavy vines; Competition with nearby trees
NE	1/16/15	NE9	<i>Robinia pseudoacacia</i>	7.4	7.4	7.4	43.01	0.65	4.91	6	On edge of water; Heavy vines
<b>3" Replacement Trees =</b>										<b>350</b>	



**I-95/SCUDDER FALLS BRIDGE IMPROVEMENT PROJECT**

**NJDEP Green Acres Program  
Proposed Parkland Diversion**



**LEGEND**

- Green Acres Parkland Diversion Area
- Tree Locations

1 inch = 100 feet

**AECOM**

**March 2015**



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## Technical Memorandum

Date:	May 4, 2015
To:	Kevin Skeels, DRJTBC
By:	Timothy Hand
Project:	I-95/Scudder Falls Bridge Improvement Project C-502A-2D SFB Project
Subject:	NJDEP Green Acres Program

As part of the Parkland Diversion application associated with the I-95/Scudder Falls Bridge Improvement Project, the New Jersey Department of Environmental Protection (NJDEP) Green Acres Program (GAP) requested that a Basal Area Evaluation be prepared for the approximate 23 trees that will be impacted on the 2 parcels associated with the Delaware and Raritan (D&R) Canal State Park. This assessment determined that a total of 237 trees, 2½-inch caliper, would be required to compensate for the impacted trees along the D&R Canal. The GAP requested that coordination occur with the D&R Canal State Park staff to determine the possibility of planting trees within the D&R Canal State Park. I met Patricia Kallesser of the D&R Canal State Park at the project site on April 17<sup>th</sup> to inspect the impact area and discuss mitigation opportunities.

After inspecting the proposed tree impact areas, the discussion turned to mitigation opportunities. Ms. Kallesser indicated that extensive coordination has not been conducted with the D&R Canal State Park Maintenance staff to determine suitable locations; however, there may be opportunities associated with the Bull's Island rehabilitation as well as a new campground that is proposed in the vicinity of Frenchtown. Furthermore, the D&R Canal State Park is anticipating the need to react to the forthcoming infestation of the Emerald Ash Borer. They will need to cut down all ash trees in the park and thought that any monetary contribution might be used for such purposes. It was concluded that consultation with their legal staff would be required to determine what flexibility is allowed with such funds.

Caroline Armstrong of the GAP indicated that the Final Application for the Parkland Diversion will need to state how the NJDEP – Green Acres will be compensated for the impact to the trees. Two potential methods exist: (1) plant the necessary 237 trees within the parkland or (2) provide a monetary contribution in the amount equivalent to the cost of planting the 237 trees.

If the former option is preferred, then the Final Design Consultant will need to coordinate with the D&R Canal State Park to identify potential areas to plant the trees. In addition, planting plans will need to be developed to depict the various planting areas and detail the tree species to be planted. Once approved by the D&R Canal State Park and Green Acres Program, the planting plan would be incorporated into the project's Contract Documents (i.e., plans and specifications) for solicitation to Construction Contractors. During construction, the planting of the trees would likely need to be overseen by the Final Design Consultant to ensure that the trees are properly installed. Furthermore, the Green Acres Program may require a tree survivability guarantee such that post-construction monitoring would be required to verify that the survivability percentage is achieved. The cost associated with this option would include the tree cost estimate noted below for the monetary contribution option as well as the costs associated with the design and monitoring noted above.

Should the monetary contribution be the selected alternative, then the following provides an estimate of the amount which may be required.

Contact was made with local nurseries to determine prevailing prices for 2" to 2½" caliper trees. The following table lists certified nurseries that provided nursery stock price quotations used to develop this cost estimate. All nurseries which provided price quotations are located in New Jersey. The name of the nursery is listed as well as the location of their yard and their certification number from the New Jersey Department of Agriculture's Division of Plant Industry.

<b>Nursery Name</b>	<b>Yard Location</b>	<b>Certification Number</b>
Tidbury Creek Farms	Monroe	005038
Johnson Farms	Deerfield	001478
Tuckahoe Nurseries	Tuckahoe	001275

Unit price quotations were obtained for the following tree species. These unit price quotations from each nursery were averaged for each tree species and this average price is listed for each tree species. This selection of species is based on the seedling species available for sale from the New Jersey State Forest Nursery.

<b>Botanical Name</b>	<b>Common Name</b>	<b>Size</b>	<b>Average Price</b>
<i>Quercus palustris</i>	Pin Oak	2" to 2½" Caliper	\$150.00
<i>Quercus rubra</i>	Northern Red Oak	2" to 2½" Caliper	\$135.00
<i>Quercus bicolor</i>	Swamp White Oak	2" to 2½" Caliper	\$180.00
<i>Acer rubrum</i>	Red Maple	2" to 2½" Caliper	\$135.00
<i>Celtis occidentalis</i>	Hackberry	2" to 2½" Caliper	\$160.00
<i>Prunus serotina</i>	Black Cherry	2" to 2½" Caliper	\$120.00
<i>Liriodendron tulipifera</i>	Tulip Tree	2" to 2½" Caliper	\$145.00
<i>Liquidambar styraciflua</i>	Sweet Gum	2" to 2½" Caliper	\$150.00

As per landscape industry generally accepted practice for cost estimation, the market price of the plant material is multiplied by 3 to yield the total cost installed. This total cost installed includes the cost of the plant material, transportation to the project site, installation, and maintenance during the period of establishment.

<b>Botanical Name</b>	<b>Plant Material Price</b>	<b>Multiplier</b>	<b>Cost Installed</b>	<b>Quantity</b>	<b>Total</b>
<i>Quercus palustris</i>	\$150.00	3	\$450.00	30	\$13,500.00
<i>Quercus rubra</i>	\$135.00	3	\$405.00	30	\$12,150.00
<i>Quercus bicolor</i>	\$180.00	3	\$540.00	30	\$16,200.00
<i>Acer rubrum</i>	\$135.00	3	\$405.00	30	\$12,150.00
<i>Celtis occidentalis</i>	\$160.00	3	\$480.00	30	\$14,400.00
<i>Prunus serotina</i>	\$120.00	3	\$360.00	30	\$10,800.00
<i>Liriodendron tulipifera</i>	\$145.00	3	\$435.00	30	\$13,050.00
<i>Liquidambar styraciflua</i>	\$150.00	3	\$450.00	27	\$12,150.00
<b>Estimated Cost for GAP Parkland Diversion Tree Mitigation</b>					<b>\$104,400.00</b>

In summary, the DRJTBC I-95/Scudder Falls Bridge Improvement Project will impact 2 parcels associated with the Delaware and Raritan Canal State Park. These parcels are considered Green Acres and require a Parkland Diversion approval from the NJDEP Green Acres Program. As part of the Parkland Diversion application, mitigation for impacts to trees is required. AECOM performed a Basal Area Evaluation (Tree Assessment) and determined that the approximate 23 mature trees to be impacted would be equivalent to 237 2½-inch trees. Coordination with local nurseries was conducted to determine average pricing for trees. Based on landscaping industry standards, the cost to purchase the trees and have them installed would be approximately \$104,400.00.

Caroline Armstrong from NJDEP – Green Acres has indicated that she would like the Commission to indicate, in the Final Parkland Diversion Application, which of the options it will be moving forward with for the tree mitigation.

# **No Net Loss Reforestation Act Impact Assessment**

# NJDEP No Net Loss Reforestation Program: Existing Forested Area

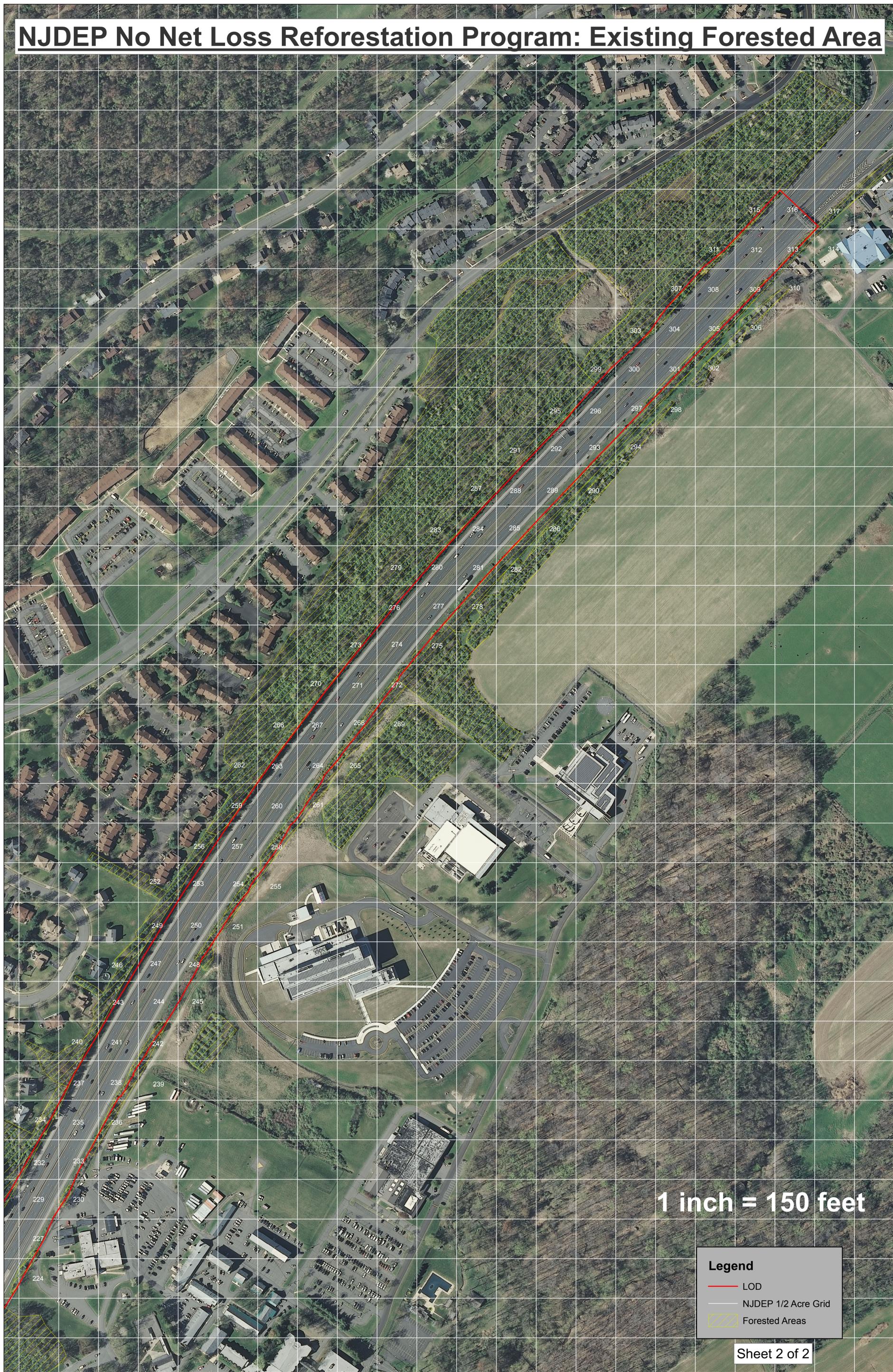


1 inch = 150 feet

**Legend**

- LOD
- NJDEP 1/2 Acre Grid
- ▨ Forested Areas

# NJDEP No Net Loss Reforestation Program: Existing Forested Area



1 inch = 150 feet

**Legend**

- LOD
- NJDEP 1/2 Acre Grid
- ▨ Forested Areas

## 6072166 - DRJTBC - Scudder Falls Bridge

### FORESTED Area Summary

Grid Number	Area of Grid Square	Area FORESTED in Grid	% of Grid FORESTED	Considered Forested or Not?	Area to be Deforested	Area Considered Deforested by NJDEP
1	21,783.92	14,356.24	65.9%	FORESTED	0.00	0.00
2	21,783.92	13,264.77	60.9%	FORESTED	0.00	0.00
3	21,788.53	675.91	3.1%	NOT	0.00	0.00
4	21,783.92	45.09	0.2%	NOT	0.00	0.00
5	21,783.92	3,767.18	17.3%	NOT	0.00	0.00
6	21,783.92	17,749.89	81.5%	FORESTED	0.00	0.00
7	21,788.53	464.39	2.1%	NOT	0.00	0.00
8	21,783.92	3,092.87	14.2%	NOT	0.00	0.00
9	21,783.92	9,257.38	42.5%	FORESTED	0.00	0.00
10	21,783.92	0.00	0.0%	NOT	0.00	0.00
11	21,783.92	14,625.92	67.1%	FORESTED	0.00	0.00
12	21,788.53	19,244.13	88.3%	FORESTED	1,839.38	1,839.38
13	21,783.92	2,618.42	12.0%	NOT	1,324.66	0.00
14	21,783.92	7,719.38	35.4%	FORESTED	0.00	0.00
15	21,788.53	0.00	0.0%	NOT	0.00	0.00
16	21,788.53	5,467.15	25.1%	NOT	0.00	0.00
17	21,793.14	21,793.14	100.0%	FORESTED	0.00	0.00
18	21,788.53	12,077.66	55.4%	FORESTED	5,034.78	5,034.78
19	21,788.53	6,700.39	30.8%	NOT	0.00	0.00
20	21,788.53	9,785.80	44.9%	FORESTED	0.00	0.00
21	21,783.92	151.64	0.7%	NOT	0.00	0.00
22	21,788.53	19,256.75	88.4%	FORESTED	0.00	0.00
23	21,783.92	15,177.57	69.7%	FORESTED	5,690.89	5,690.89
24	21,783.92	8,489.32	39.0%	FORESTED	0.00	0.00
25	21,783.92	3,857.35	17.7%	NOT	0.00	0.00
26	21,788.53	8,190.17	37.6%	FORESTED	0.00	0.00
27	21,783.92	0.00	0.0%	NOT	0.00	0.00
28	21,783.92	11,563.11	53.1%	FORESTED	0.00	0.00
29	21,783.92	15,480.08	71.1%	FORESTED	3,572.79	3,572.79
30	21,783.92	15,623.53	71.7%	FORESTED	0.00	0.00
31	21,783.92	6,480.28	29.7%	NOT	0.00	0.00
32	21,783.92	9,923.70	45.6%	FORESTED	0.00	0.00
33	21,788.53	14,162.53	65.0%	FORESTED	0.00	0.00
34	21,783.92	15,998.48	73.4%	FORESTED	0.00	0.00
35	21,783.92	4,695.33	21.6%	NOT	0.00	0.00
36	21,788.53	3,720.49	17.1%	NOT	0.00	0.00
37	21,783.92	13,384.83	61.4%	FORESTED	784.15	784.15
38	21,783.92	6,319.93	29.0%	NOT	98.41	0.00

Grid Number	Area of Grid Square	Area FORESTED in Grid	% of Grid FORESTED	Considered Forested or Not?	Area to be Deforested	Area Considered Deforested by NJDEP
39	21,783.92	19,620.91	90.1%	FORESTED	0.00	0.00
40	21,783.92	4,739.96	21.8%	NOT	0.00	0.00
41	21,788.53	15,616.24	71.7%	FORESTED	169.40	169.40
42	21,783.92	6,992.63	32.1%	NOT	0.00	0.00
43	21,783.92	193.46	0.9%	NOT	0.00	0.00
44	21,783.92	10,367.36	47.6%	FORESTED	0.00	0.00
45	21,788.53	0.00	0.0%	NOT	0.00	0.00
46	21,783.92	14,757.14	67.7%	FORESTED	124.30	124.30
47	21,783.92	1,087.08	5.0%	NOT	560.49	0.00
48	21,783.92	10,527.01	48.3%	FORESTED	0.00	0.00
49	21,783.92	18,756.21	86.1%	FORESTED	0.00	0.00
50	21,788.53	6,050.77	27.8%	NOT	432.95	0.00
51	21,783.92	14,233.13	65.3%	FORESTED	34.21	34.21
52	21,783.92	7,847.04	36.0%	FORESTED	0.00	0.00
53	21,783.92	4,728.14	21.7%	NOT	447.72	0.00
54	21,783.92	9,666.27	44.4%	FORESTED	6,440.48	6,440.48
55	21,793.14	0.00	0.0%	NOT	0.00	0.00
56	21,788.53	9,646.63	44.3%	FORESTED	0.00	0.00
57	21,788.53	3,279.70	15.1%	NOT	134.41	0.00
58	21,788.53	0.00	0.0%	NOT	0.00	0.00
59	21,788.53	4,704.37	21.6%	NOT	0.00	0.00
60	21,793.14	13,231.63	60.7%	FORESTED	0.00	0.00
61	21,788.53	7,025.28	32.2%	NOT	0.00	0.00
62	21,788.53	14,473.08	66.4%	FORESTED	0.00	0.00
63	21,788.53	14,695.70	67.4%	FORESTED	7,524.99	7,524.99
64	21,788.53	4,792.28	22.0%	NOT	4,792.28	0.00
65	21,793.14	8,113.14	37.2%	FORESTED	5,905.01	5,905.01
66	21,788.53	0.00	0.0%	NOT	0.00	0.00
67	21,783.92	2,208.65	10.1%	NOT	0.00	0.00
68	21,783.92	15,372.60	70.6%	FORESTED	1,126.15	1,126.15
69	21,783.92	0.00	0.0%	NOT	0.00	0.00
70	21,783.92	0.00	0.0%	NOT	0.00	0.00
71	21,788.53	1,960.87	9.0%	NOT	1,895.63	0.00
72	21,783.92	8,897.79	40.8%	FORESTED	4,910.57	4,910.57
73	21,783.92	5,571.07	25.6%	NOT	2,442.84	0.00
74	21,783.92	3,610.51	16.6%	NOT	3,609.02	0.00
75	21,783.92	11,495.47	52.8%	FORESTED	9,778.86	9,778.86
76	21,788.53	7,409.11	34.0%	FORESTED	955.53	955.53
77	21,783.92	0.00	0.0%	NOT	0.00	0.00
78	21,788.53	0.00	0.0%	NOT	0.00	0.00
79	21,783.92	0.00	0.0%	NOT	0.00	0.00
80	21,783.92	14,508.11	66.6%	FORESTED	0.00	0.00

Grid Number	Area of Grid Square	Area FORESTED in Grid	% of Grid FORESTED	Considered Forested or Not?	Area to be Deforested	Area Considered Deforested by NJDEP
81	21,783.92	974.82	4.5%	NOT	0.00	0.00
82	21,783.92	13,490.99	61.9%	FORESTED	13,490.99	13,490.99
83	21,788.53	19,473.07	89.4%	FORESTED	19,473.07	19,473.07
84	21,783.92	2,664.23	12.2%	NOT	2,664.23	0.00
85	21,783.92	41.08	0.2%	NOT	28.73	0.00
86	21,783.92	4,553.14	20.9%	NOT	2,199.11	0.00
87	21,783.92	9,551.23	43.8%	FORESTED	343.91	343.91
88	21,788.53	16,348.41	75.0%	FORESTED	0.00	0.00
89	21,783.92	4,291.61	19.7%	NOT	0.00	0.00
90	21,783.92	0.00	0.0%	NOT	0.00	0.00
91	21,783.92	8,057.54	37.0%	FORESTED	0.00	0.00
92	21,783.92	12,422.08	57.0%	FORESTED	5,772.73	5,772.73
93	21,783.92	15,892.10	73.0%	FORESTED	15,892.10	15,892.10
94	21,788.53	18,063.71	82.9%	FORESTED	18,063.71	18,063.71
95	21,783.92	646.75	3.0%	NOT	646.75	0.00
96	21,783.92	1,889.53	8.7%	NOT	1,889.53	0.00
97	21,783.92	10,377.17	47.6%	FORESTED	2,831.83	2,831.83
98	21,783.92	6,575.07	30.2%	NOT	351.19	0.00
99	21,788.53	3,043.97	14.0%	NOT	195.15	0.00
100	21,783.92	17,092.78	78.5%	FORESTED	0.00	0.00
101	21,783.92	0.00	0.0%	NOT	0.00	0.00
102	21,783.92	1,089.66	5.0%	NOT	0.00	0.00
103	21,783.92	17,024.91	78.2%	FORESTED	13,662.19	13,662.19
104	21,783.92	5,193.56	23.8%	NOT	5,193.56	0.00
105	21,788.53	4,367.45	20.0%	NOT	4,367.45	0.00
106	21,783.92	8,451.22	38.8%	FORESTED	8,451.22	8,451.22
107	21,783.92	2,642.72	12.1%	NOT	2,642.72	0.00
108	21,783.92	3,082.65	14.2%	NOT	856.64	0.00
109	21,783.92	19,865.23	91.2%	FORESTED	0.00	0.00
110	21,788.53	7,127.53	32.7%	NOT	0.00	0.00
111	21,783.92	11,967.59	54.9%	FORESTED	0.00	0.00
112	21,788.53	0.00	0.0%	NOT	0.00	0.00
113	21,788.53	0.00	0.0%	NOT	0.00	0.00
114	21,788.53	6,921.17	31.8%	NOT	6,921.17	0.00
115	21,788.53	2,801.02	12.9%	NOT	2,801.02	0.00
116	21,793.14	18,054.50	82.8%	FORESTED	18,054.50	18,054.50
117	21,788.53	21,788.53	100.0%	FORESTED	21,788.53	21,788.53
118	21,788.53	8,857.49	40.7%	FORESTED	8,857.49	8,857.49
119	21,788.53	0.00	0.0%	NOT	0.00	0.00
120	21,788.53	17,630.40	80.9%	FORESTED	0.00	0.00
121	21,793.14	20,524.40	94.2%	FORESTED	0.00	0.00
122	21,788.53	7,628.70	35.0%	FORESTED	0.00	0.00

Grid Number	Area of Grid Square	Area FORESTED in Grid	% of Grid FORESTED	Considered Forested or Not?	Area to be Deforested	Area Considered Deforested by NJDEP
123	21,783.92	0.00	0.0%	NOT	0.00	0.00
124	21,783.92	5,050.97	23.2%	NOT	2,100.53	0.00
125	21,783.92	11,786.39	54.1%	FORESTED	4,387.14	4,387.14
126	21,788.53	4,121.39	18.9%	NOT	4,121.39	0.00
127	21,783.92	11,054.26	50.7%	FORESTED	11,054.26	11,054.26
128	21,783.92	7,919.60	36.4%	FORESTED	7,919.60	7,919.60
129	21,783.92	740.31	3.4%	NOT	740.31	0.00
130	21,783.92	16,655.83	76.5%	FORESTED	0.00	0.00
131	21,788.53	21,788.53	100.0%	FORESTED	0.00	0.00
132	21,783.92	0.00	0.0%	NOT	0.00	0.00
133	21,783.92	46.18	0.2%	NOT	0.00	0.00
134	21,783.92	15,457.60	71.0%	FORESTED	0.00	0.00
135	21,783.92	4,319.12	19.8%	NOT	3,824.95	0.00
136	21,788.53	0.00	0.0%	NOT	0.00	0.00
137	21,783.92	14,056.82	64.5%	FORESTED	14,056.82	14,056.82
138	21,783.92	1,179.34	5.4%	NOT	1,179.34	0.00
139	21,783.92	19,115.66	87.8%	FORESTED	273.66	273.66
140	21,788.53	19,629.59	90.1%	FORESTED	0.00	0.00
141	21,783.92	0.00	0.0%	NOT	0.00	0.00
142	21,783.92	0.00	0.0%	NOT	0.00	0.00
143	21,783.92	7,882.48	36.2%	FORESTED	0.00	0.00
144	21,788.53	9,251.02	42.5%	FORESTED	1,706.15	1,706.15
145	21,783.92	7,231.75	33.2%	FORESTED	7,231.75	7,231.75
146	21,783.92	8,282.31	38.0%	FORESTED	8,282.31	8,282.31
147	21,783.92	2,416.24	11.1%	NOT	347.23	0.00
148	21,783.92	21,782.33	100.0%	FORESTED	55.37	55.37
149	21,788.53	19,838.95	91.1%	FORESTED	0.00	0.00
150	21,783.92	0.00	0.0%	NOT	0.00	0.00
151	21,783.92	546.02	2.5%	NOT	0.00	0.00
152	21,788.53	13,707.12	62.9%	FORESTED	0.00	0.00
153	21,783.92	10,637.66	48.8%	FORESTED	10,637.66	10,637.66
154	21,783.92	12,557.31	57.6%	FORESTED	12,557.31	12,557.31
155	21,783.92	7,500.58	34.4%	FORESTED	13.13	13.13
156	21,783.92	14,842.91	68.1%	FORESTED	0.00	0.00
157	21,788.53	3,263.06	15.0%	NOT	0.00	0.00
158	21,788.53	0.00	0.0%	NOT	0.00	0.00
159	21,788.53	0.00	0.0%	NOT	0.00	0.00
160	21,793.14	11,854.89	54.4%	FORESTED	0.00	0.00
161	21,788.53	8,518.53	39.1%	FORESTED	6,677.14	6,677.14
162	21,788.53	13,019.31	59.8%	FORESTED	13,019.31	13,019.31
163	21,788.53	12,372.78	56.8%	FORESTED	0.00	0.00
164	21,788.53	1,551.28	7.1%	NOT	0.00	0.00

Grid Number	Area of Grid Square	Area FORESTED in Grid	% of Grid FORESTED	Considered Forested or Not?	Area to be Deforested	Area Considered Deforested by NJDEP
165	21,793.14	0.00	0.0%	NOT	0.00	0.00
166	21,783.92	0.00	0.0%	NOT	0.00	0.00
167	21,788.53	3,860.45	17.7%	NOT	0.00	0.00
168	21,783.92	10,053.12	46.1%	FORESTED	781.53	781.53
169	21,783.92	9,242.62	42.4%	FORESTED	9,242.62	9,242.62
170	21,783.92	14,611.27	67.1%	FORESTED	0.00	0.00
171	21,783.92	0.00	0.0%	NOT	0.00	0.00
172	21,788.53	0.00	0.0%	NOT	0.00	0.00
173	21,783.92	0.00	0.0%	NOT	0.00	0.00
174	21,788.53	0.00	0.0%	NOT	0.00	0.00
175	21,783.92	12,574.72	57.7%	FORESTED	0.00	0.00
176	21,783.92	2,151.83	9.9%	NOT	2,151.83	0.00
177	21,783.92	16,930.40	77.7%	FORESTED	0.00	0.00
178	21,783.92	2,995.19	13.7%	NOT	0.00	0.00
179	21,788.53	0.00	0.0%	NOT	0.00	0.00
180	21,783.92	0.00	0.0%	NOT	0.00	0.00
181	21,788.53	0.00	0.0%	NOT	0.00	0.00
182	21,783.92	8,834.02	40.6%	FORESTED	0.00	0.00
183	21,783.92	3,206.54	14.7%	NOT	0.00	0.00
184	21,783.92	13,766.02	63.2%	FORESTED	0.00	0.00
185	21,783.92	1,370.92	6.3%	NOT	0.00	0.00
186	21,788.53	0.00	0.0%	NOT	0.00	0.00
187	21,788.53	0.00	0.0%	NOT	0.00	0.00
188	21,783.92	1,305.53	6.0%	NOT	0.00	0.00
189	21,783.92	10,204.61	46.8%	FORESTED	0.00	0.00
190	21,783.92	11,630.57	53.4%	FORESTED	0.00	0.00
191	21,783.92	9,038.11	41.5%	FORESTED	0.00	0.00
192	21,788.53	0.00	0.0%	NOT	0.00	0.00
193	21,793.14	0.00	0.0%	NOT	0.00	0.00
194	21,788.53	0.00	0.0%	NOT	0.00	0.00
195	21,788.53	10,821.90	49.7%	FORESTED	0.00	0.00
196	21,788.53	1,853.60	8.5%	NOT	0.00	0.00
197	21,788.53	11,615.28	53.3%	FORESTED	0.00	0.00
198	21,793.14	11.61	0.1%	NOT	0.00	0.00
199	21,788.53	0.00	0.0%	NOT	0.00	0.00
200	21,783.92	0.00	0.0%	NOT	0.00	0.00
201	21,783.92	4,206.47	19.3%	NOT	0.00	0.00
202	21,783.92	5,851.64	26.9%	NOT	0.00	0.00
203	21,783.92	13,250.41	60.8%	FORESTED	0.00	0.00
204	21,788.53	7,260.87	33.3%	FORESTED	0.00	0.00
205	21,783.92	0.00	0.0%	NOT	0.00	0.00
206	21,783.92	0.00	0.0%	NOT	0.00	0.00

Grid Number	Area of Grid Square	Area FORESTED in Grid	% of Grid FORESTED	Considered Forested or Not?	Area to be Deforested	Area Considered Deforested by NJDEP
207	21,783.92	9,095.79	41.8%	FORESTED	0.00	0.00
208	21,783.92	9,275.22	42.6%	FORESTED	0.00	0.00
209	21,788.53	11,723.87	53.8%	FORESTED	0.00	0.00
210	21,788.53	0.00	0.0%	NOT	0.00	0.00
211	21,788.53	4,014.23	18.4%	NOT	3,872.05	0.00
212	21,783.92	12,876.43	59.1%	FORESTED	722.39	722.39
213	21,783.92	19,320.20	88.7%	FORESTED	3,136.66	3,136.66
214	21,788.53	1,077.62	4.9%	NOT	601.21	0.00
215	21,783.92	12,604.40	57.9%	FORESTED	1,573.14	1,573.14
216	21,788.53	7,945.30	36.5%	FORESTED	2,838.57	2,838.57
217	21,783.92	2,702.50	12.4%	NOT	978.11	0.00
218	21,783.92	21,276.75	97.7%	FORESTED	513.50	513.50
219	21,788.53	0.00	0.0%	NOT	0.00	0.00
220	21,783.92	0.00	0.0%	NOT	0.00	0.00
221	21,783.92	9,979.34	45.8%	FORESTED	1,295.12	1,295.12
222	21,788.53	1,829.90	8.4%	NOT	1,829.90	0.00
223	21,788.53	1,118.29	5.1%	NOT	1,118.29	0.00
224	21,788.53	2,156.73	9.9%	NOT	1,834.25	0.00
225	21,783.92	2,162.97	9.9%	NOT	653.26	0.00
226	21,783.92	4,088.46	18.8%	NOT	2,362.26	0.00
227	21,783.92	915.85	4.2%	NOT	666.59	0.00
228	21,783.92	14,891.86	68.4%	FORESTED	2,148.53	2,148.53
229	21,783.92	14.72	0.1%	NOT	14.72	0.00
230	21,783.92	1,740.63	8.0%	NOT	1,049.65	0.00
231	21,783.92	19,453.67	89.3%	FORESTED	53.19	53.19
232	21,783.92	6,684.36	30.7%	NOT	1,670.29	0.00
233	21,783.92	1,102.44	5.1%	NOT	79.60	0.00
234	21,783.92	8,603.37	39.5%	FORESTED	1,346.22	1,346.22
235	21,783.92	435.90	2.0%	NOT	284.62	0.00
236	21,788.53	4,669.53	21.4%	NOT	1,038.21	0.00
237	21,788.53	7,072.09	32.5%	NOT	463.33	0.00
238	21,793.14	5,068.68	23.3%	NOT	2,321.60	0.00
239	21,788.53	1,270.02	5.8%	NOT	120.44	0.00
240	21,783.92	8,338.19	38.3%	FORESTED	0.00	0.00
241	21,788.53	459.27	2.1%	NOT	78.85	0.00
242	21,783.92	5,481.78	25.2%	NOT	3,287.13	0.00
243	21,788.53	7,053.11	32.4%	NOT	0.00	0.00
244	21,783.92	0.00	0.0%	NOT	0.00	0.00
245	21,783.92	780.35	3.6%	NOT	0.00	0.00
246	21,788.53	8,353.48	38.3%	FORESTED	0.00	0.00
247	21,783.92	994.53	4.6%	NOT	0.00	0.00
248	21,783.92	4,458.05	20.5%	NOT	1,873.93	0.00

Grid Number	Area of Grid Square	Area FORESTED in Grid	% of Grid FORESTED	Considered Forested or Not?	Area to be Deforested	Area Considered Deforested by NJDEP
249	21,783.92	8,057.22	37.0%	FORESTED	0.00	0.00
250	21,783.92	1,200.46	5.5%	NOT	1,187.32	0.00
251	21,783.92	4,187.74	19.2%	NOT	2,647.79	0.00
252	21,788.53	8,232.81	37.8%	FORESTED	0.00	0.00
253	21,788.53	3,419.04	15.7%	NOT	0.00	0.00
254	21,788.53	4,907.02	22.5%	NOT	3,776.28	0.00
255	21,788.53	1,525.32	7.0%	NOT	762.90	0.00
256	21,783.92	6,229.16	28.6%	NOT	0.00	0.00
257	21,783.92	839.09	3.9%	NOT	0.00	0.00
258	21,783.92	7,800.92	35.8%	FORESTED	4,766.03	4,766.03
259	21,783.92	11,214.35	51.5%	FORESTED	0.00	0.00
260	21,783.92	1,005.49	4.6%	NOT	866.87	0.00
261	21,788.53	10,636.84	48.8%	FORESTED	1,618.77	1,618.77
262	21,783.92	17,766.41	81.6%	FORESTED	0.00	0.00
263	21,783.92	6,698.73	30.8%	NOT	0.00	0.00
264	21,788.53	3,663.15	16.8%	NOT	1,324.80	0.00
265	21,783.92	14,781.14	67.9%	FORESTED	827.65	827.65
266	21,783.92	20,320.03	93.3%	FORESTED	0.00	0.00
267	21,783.92	2,808.91	12.9%	NOT	0.00	0.00
268	21,788.53	7,622.60	35.0%	FORESTED	2,708.25	2,708.25
269	21,783.92	16,786.72	77.1%	FORESTED	73.98	73.98
270	21,793.14	17,387.22	79.8%	FORESTED	0.00	0.00
271	21,788.53	663.29	3.0%	NOT	43.17	0.00
272	21,788.53	10,556.95	48.5%	FORESTED	1,994.90	1,994.90
273	21,783.92	12,873.51	59.1%	FORESTED	0.00	0.00
274	21,783.92	563.56	2.6%	NOT	266.56	0.00
275	21,783.92	15,773.02	72.4%	FORESTED	328.98	328.98
276	21,783.92	8,192.25	37.6%	FORESTED	0.00	0.00
277	21,783.92	1,466.50	6.7%	NOT	0.00	0.00
278	21,783.92	15,295.93	70.2%	FORESTED	0.00	0.00
279	21,783.92	21,375.32	98.1%	FORESTED	0.00	0.00
280	21,783.92	6,320.86	29.0%	NOT	0.00	0.00
281	21,783.92	2,307.18	10.6%	NOT	0.00	0.00
282	21,788.53	15,749.73	72.3%	FORESTED	0.00	0.00
283	21,783.92	20,900.38	95.9%	FORESTED	0.00	0.00
284	21,783.92	4,899.05	22.5%	NOT	0.00	0.00
285	21,788.53	3,064.37	14.1%	NOT	0.00	0.00
286	21,783.92	15,438.33	70.9%	FORESTED	0.00	0.00
287	21,788.53	20,249.15	92.9%	FORESTED	0.00	0.00
288	21,793.14	3,660.70	16.8%	NOT	0.00	0.00
289	21,788.53	3,583.91	16.4%	NOT	0.00	0.00
290	21,788.53	12,446.54	57.1%	FORESTED	0.00	0.00

Grid Number	Area of Grid Square	Area FORESTED in Grid	% of Grid FORESTED	Considered Forested or Not?	Area to be Deforested	Area Considered Deforested by NJDEP	
291	21,783.91	19,514.92	89.6%	FORESTED	0.00	0.00	
292	21,779.30	3,115.58	14.3%	NOT	0.00	0.00	
293	21,779.30	3,702.51	17.0%	NOT	0.00	0.00	
294	21,779.30	9,591.15	44.0%	FORESTED	0.00	0.00	
295	21,788.53	19,264.08	88.4%	FORESTED	0.00	0.00	
296	21,788.53	2,365.50	10.9%	NOT	1.19	0.00	
297	21,788.53	4,458.73	20.5%	NOT	652.86	0.00	
298	21,788.53	4,624.79	21.2%	NOT	424.44	0.00	
299	21,788.53	15,731.27	72.2%	FORESTED	129.65	129.65	
300	21,788.53	1,947.69	8.9%	NOT	4.59	0.00	
301	21,788.53	6,894.79	31.6%	NOT	2,331.10	0.00	
302	21,793.14	7,941.46	36.4%	FORESTED	345.70	345.70	
303	21,779.30	16,585.17	76.2%	FORESTED	553.86	553.86	
304	21,779.30	2,961.95	13.6%	NOT	1,836.57	0.00	
305	21,783.91	7,318.61	33.6%	FORESTED	2,668.49	2,668.49	
306	21,779.30	7,300.29	33.5%	FORESTED	225.47	225.47	
307	21,788.53	18,348.06	84.2%	FORESTED	3,023.72	3,023.72	
308	21,793.14	1,530.39	7.0%	NOT	1,178.03	0.00	
309	21,788.53	6,228.97	28.6%	NOT	1,890.62	0.00	
310	21,788.53	2,070.45	9.5%	NOT	38.70	0.00	
311	21,783.91	17,207.74	79.0%	FORESTED	1,910.44	1,910.44	
312	21,779.30	1,094.69	5.0%	NOT	497.65	0.00	
313	21,779.30	4,006.13	18.4%	NOT	1,182.87	0.00	
314	21,779.30	461.33	2.1%	NOT	11.98	0.00	
315	21,788.53	16,260.32	74.6%	FORESTED	1,531.72	1,531.72	
316	21,788.53	779.97	3.6%	NOT	412.86	0.00	
317	21,788.53	5,349.50	24.6%	NOT	91.68	0.00	
		<b>TOTAL AREA OF REFORESTATION REQUIRED (SQ FT)</b>				<b>344,804.43</b>	
		<b>TOTAL AREA OF REFORESTATION REQUIRED (ACRES)</b>				<b>7.92</b>	

# **Memorandum of Agreement**

**SUMMARY OF DRAFT MEMORANDUM OF AGREEMENT  
FOR THE PEDESTRIAN/BICYCLE FACILITY**

A Draft Memorandum of Agreement (MOA) between the Delaware River Joint Toll Bridge Commission (Commission), the New Jersey Department of Transportation (NJDOT), the New Jersey Water Supply Authority (NJWSA), and the New Jersey Department of Environmental Protection (NJDEP) has been developed for the construction, operation, and maintenance of the New Jersey portion of the Pedestrian/Bicycle Facility (Facility) that is proposed as part of the I-95/Scudder Falls Bridge Replacement Project in Ewing Township, Mercer County, New Jersey. A parkland improvement, the Facility will connect the towpaths of the Delaware and Raritan Canal in New Jersey and the Delaware Canal in Pennsylvania and will be constructed on and over property within the NJ Route 29 Interchange, which is under the jurisdiction of the NJDOT as well as on and over property under the jurisdiction of the NJDEP as part of the D&R Canal State Park, including property along the D&R Canal located on Block 425, Lot 1 and land adjacent to NJ Route 29 known as Block 438, Lot 3 on the Mercer County, New Jersey Tax Map.

A Programmatic Agreement signed on December 30, 2010 states that the Commission will consult with the New Jersey State Historic Preservation Office, Delaware and Raritan Canal Commission, and Delaware and Raritan Canal State Park, as applicable, concerning the design of pedestrian/bicycle facility along the Delaware and Raritan Canal. Further, the MOA requires that the Commission include the following as part of the overall agreement:

- a) Access along the Canal towpath will be maintained, to the greatest extent possible, subject to temporary closure for safety reasons arising during bridge construction, bridge maintenance and/or to address emergency situations. NJWSA shall be notified as soon as practical in the event of closure for emergency situations. NJWSA shall be provided with advance notice of any other anticipated bridge closure.
- b) Recreational access along the canal towpath will not be impeded after construction.
- c) The structural integrity of the canal towpath will not be compromised by the ramp structure of the Facility or construction vehicles.
- d) Stormwater runoff onto the Canal towpath will be minimized in order to prevent erosion of the embankment.
- e) Stormwater runoff from the Facility will not be directly discharged into the Canal.
- f) Design of the Facility will include the installation of traffic calming measures at the confluence of the pedestrian/bicycle ramp and the Canal towpath.
- g) The design and aesthetic elements of the Facility that physically and visually impact the D&R Canal and adjacent properties will be submitted to the Parties for review and comment.

As part of the MOA, the NJDOT grants the Commission a non-exclusive, non-transferable right to enter on, occupy and use the NJDOT property within the NJ Route 29 Interchange for purposes of constructing, operating and maintaining the Facility. The NJDEP also grants the Commission a non-exclusive, non-transferable right to enter upon, occupy and use the D&R Canal State Park property to perform any and all tasks necessary for the purpose of constructing, inspecting and maintaining the Facility.

The Commission will own the Facility and will be responsible for all routine and capital maintenance of the Facility, including any emergency repairs that may be necessary. Routine maintenance includes, but is not limited to, the repair of minor spalls, snow removal and ice control, sweeping and litter pick-up. Structural maintenance includes, but is not limited to, work performed on a structure to preserve or restore its structural integrity, including future rehabilitation and/or replacement. Major components of the Facility that may require structural maintenance consist of the superstructure, deck, substructure (including access ramps and stairs to the Canal towpath), lighting, sidewalks, and all safety related elements including, but not limited to, guide rail attachments, fence and barrier curbs.

The Commission assumes all risks and liabilities arising out of the use or occupancy of the property identified as Block 438, Lot 3 and Block 425, Lot 1, which is owned by the NJDEP, and the property within the NJ Route 29 Interchange, which is under the jurisdiction of the NJDOT, for the Facility constructed by the Commission. The Commission covenants to indemnify, protect and hold harmless the NJDEP, the NJWSA, and the NJDOT.

**DRAFT MEMORANDUM OF AGREEMENT  
BETWEEN THE  
THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION,  
THE NEW JERSEY DEPARTMENT OF TRANSPORTATION, THE NEW JERSEY WATER SUPPLY AUTHORITY, AND  
THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE NEW JERSEY PORTION OF THE  
PEDESTRIAN/BICYCLE FACILITY  
I-95/SCUDDER FALLS BRIDGE REPLACEMENT PROJECT LOCATED IN  
EWING TOWNSHIP, MERCER COUNTY, NEW JERSEY**

This Memorandum of Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the Delaware River Joint Toll Bridge Commission, having an office at 2492 River Road, New Hope, PA 18939-9519 (the “COMMISSION”), the New Jersey Department of Transportation, having offices at 1035 Parkway Avenue, Trenton, NJ 08625-0600 (the “NJDOT”), the New Jersey Water Supply Authority, having an office at 1851 State Route 31, PO Box 5196, Clinton, NJ 08809 (the “NJWSA”), and the New Jersey Department of Environmental Protection, having offices at 401 East State Street, Trenton, NJ 08625-0420 (the “NJDEP”). The COMMISSION, the NJDOT, the NJWSA, and the NJDEP are collectively referred to below as the “Parties”.

WHEREAS, the COMMISSION was created, as a body corporate and politic, by a compact between the State of New Jersey and the Commonwealth of Pennsylvania, with the consent of the Congress of the United States of America (the “Compact”); and,

WHEREAS, the COMMISSION constitutes a public corporate instrumentality of the State of New Jersey and the Commonwealth of Pennsylvania; and,

WHEREAS, the NJDOT is an executive agency of the State of New Jersey responsible for the administration, implementation, and enforcement of transportation, including highway, public transit, mass transit, and aviation, statutes and regulations of the State; and,

WHEREAS, the NJDEP is an executive agency of the State of New Jersey responsible for the administration of environmental protection and conservation efforts within the State of New Jersey and whose core mission is to protect the air, waters, land, and natural and historic resources of the State to ensure continued public benefit; and,

WHEREAS, the NJWSA is a public body corporate and politic, constituted as an instrumentality of the State of New Jersey that operates and maintains the water transmission complex of the canal as a water supply resource; and,

WHEREAS, the COMMISSION is responsible for the design, permitting, and construction of the I-95/Scudder Falls Bridge Improvement project (the “Project”) that includes improvements to I-95 between the Scudder Falls Bridge and Bear Tavern Road (CR-579) interchange in Ewing Township, Mercer County, New Jersey, including adding a travel lane, adequate outside and inside shoulders and auxiliary lanes in each direction to I-95, and improvements to the NJ Route 29 Interchange; and,

WHEREAS, a Programmatic Agreement for the Project to memorialize the findings of the historic resource review of the Project by the State of New Jersey and the Commonwealth of Pennsylvania and to specify mitigation and compensation requirements for the anticipated impacts of the Project on historic resources associated with the D&R Canal was executed by the COMMISSION (on November 4, 2010), the NJDOT (on October 15, 2010), and other parties; and,

WHEREAS, a copy of the fully executed Programmatic Agreement is included herein as “**Exhibit A**”; and,

WHEREAS, the Project includes the construction of a Pedestrian/Bicycle Facility (“the Facility”) that will connect the towpaths of the D&R Canal in New Jersey and the Delaware Canal in Pennsylvania; and,

WHEREAS, the COMMISSION will own the Facility and will be responsible for all routine and capital maintenance of the Facility, including any emergency repairs that may be necessary; and,

WHEREAS, the Facility will be constructed on and over property within the NJ Route 29 Interchange in Ewing Township, Mercer County, New Jersey, which is under the jurisdiction of the NJDOT; and,

WHEREAS, the Facility will be constructed on and over property under the jurisdiction of the NJDEP as part of the D&R Canal State Park, including property along the D&R Canal located on Block 425, Lot 1 and land adjacent to NJ Route 29 known as Block 438, Lot 3 on the Ewing Township, Mercer County, New Jersey Tax Map; and,

WHEREAS, the Delaware and Raritan Canal towpath to which the Facility will be connected in New Jersey is under the jurisdiction of the D&R Canal State Park; and,

WHEREAS, the Programmatic Agreement states that the Commission will consult with the New Jersey State Historic Preservation Office, the Delaware and Raritan Canal Commission, and the Delaware and Raritan Canal State Park, as applicable, concerning the design of pedestrian/bicycle facility along the Delaware and Raritan Canal; and

WHEREAS, the COMMISSION agrees that the design of the Facility and the Project will be in accordance with the executed Programmatic Agreement, and also agrees to the following:

- a) Access along the Canal towpath will be maintained, to the greatest extent possible, subject to temporary closure for safety reasons arising during bridge construction, bridge maintenance and/or to address emergency situations. The NJWSA shall be notified as soon as practical in the event of towpath closure for emergency situations. The NJWSA shall be provided with advance notice of any other anticipated towpath or bridge closure.
- b) Recreational access along the canal towpath will not be impeded after construction.
- c) The structural integrity of the canal towpath will not be compromised by the ramp structure of the Facility or the construction vehicles.
- d) Stormwater runoff onto the Canal towpath will be minimized in order to prevent erosion of the embankment.
- e) Stormwater runoff from the Facility will not be directly discharged into the Canal.

- f) Design of the Facility will include the installation of traffic calming measures at the confluence of the pedestrian/bicycle ramp and the Canal towpath.
- g) The design and aesthetic elements of the Facility that physically and visually impact the D&R Canal and adjacent properties will be submitted to the Parties for review and comment; and,

WHEREAS, the Parties agree that the Project, including the Facility, serves the best interests of the public;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual promises set forth below, the Parties, intending to be legally bound, agree to the following terms and conditions:

1. The foregoing recitals are hereby incorporated into this Agreement.
2. The NJDOT grants the COMMISSION a non-exclusive, non-transferable right to enter on, occupy, and use the NJDOT property within the NJ Route 29 Interchange in Ewing Township, Mercer County, New Jersey for purposes of constructing, operating, and maintaining the Facility as set forth in this Agreement and shown on **Exhibit B**, subject to any changes made through a Jurisdiction Agreement to be executed between NJDOT and the COMMISSION at a later date. The right to maintain shall expire one (1) year after the end of construction or upon the acceptance by both parties of the aforesaid Jurisdiction Agreement, whichever comes first.
3. Pursuant to this right to enter, the COMMISSION, its agents, servants, and employees may enter on, occupy, and use the NJDOT property to perform any and all tasks necessary for the purpose of constructing, inspecting, and maintaining the Facility, subject to any safety restrictions requested by the NJDOT and also to changes made through the aforementioned Jurisdiction Agreement.
4. The NJDEP grants the COMMISSION a non-exclusive, non-transferable right to enter upon, occupy, and use the D&R Canal State Park property identified as Block 438, Lot 3 in Ewing Township, Mercer County, New Jersey, which is owned by the NJDEP, to perform any and all tasks necessary for the purpose of constructing, inspecting, and maintaining the Facility as set forth in this Agreement and shown on Exhibit B, subject to any changes and additional requirements set forth in a Right-of-Entry and Maintenance Agreement to be executed between the NJDEP and the COMMISSION prior to construction.
5. Routine and structural maintenance of the Facility, including any emergency repairs that may be necessary, will be the responsibility of the COMMISSION. Routine maintenance includes, but is not limited to, the repair of minor spalls, snow removal and ice control, sweeping, and litter pick-up. Structural maintenance includes, but is not limited to, work performed on a structure to preserve or restore its structural integrity, including future rehabilitation and/or replacement. Major components of the Facility that may require structural maintenance consist of the superstructure, deck, substructure (including access ramps and stairs to the Canal towpath), lighting, sidewalks, and all safety related elements including, but not limited to, guide rail attachments, fence, and barrier curbs.
6. The COMMISSION shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. The COMMISSION shall, at its sole cost and expense, obtain and maintain any and all licenses, permits, and approvals which may be required by any

federal, state or local governmental entity having jurisdiction for any activities the COMMISSION desires to conduct or have conducted pursuant to this Agreement.

7. The COMMISSION, for itself, its officers, officials, agents, employees, successors, and assigns, assumes all risks and liabilities arising out of the use or occupancy of the property in Ewing Township, Mercer County, New Jersey identified as Block 438, Lot 3 and Block 425, Lot 1, which are owned by the NJDEP, and the property within the NJ Route 29 Interchange, which is under the jurisdiction of the NJDOT, by the Facility constructed by the COMMISSION. The COMMISSION covenants to indemnify, protect, and hold harmless the NJDEP, the NJWSA, and the NJDOT and hereby releases each of these parties and each and every of its officers, officials, agents, employees, successors, and assigns from any and all liability, claims, and costs which may in any manner arise out of, be occasioned by, or result from the entry, use or occupancy of the property described above by the COMMISSION, its officers, agents, employees, or invitees, express or implied. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Agreement.

8. The COMMISSION shall cause its construction contractor(s) to indemnify, defend, and save harmless the NJDEP, the NJWSA, and the NJDOT, their officers, agents, and employees from and against any and all suits, claims, losses, demands, fees, costs of investigation, cost of defense, and damages of whatever kind or nature arising out of any negligent act, error, or omission by the contractor(s), its subcontractor(s), or employees arising out of any design, construction, or inspection activities performed while on property owned/or controlled by the NJDOT. The obligations of this paragraph shall survive the expiration, rescission, and termination of this Agreement.

9. The NJDEP, the NJWSA, and the NJDOT each acknowledges that it is responsible for personal injuries and property damage caused by the negligent acts of their employees and officials which occur on the property identified in this Agreement, subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

10. Pursuant to this Agreement, the COMMISSION may enter on, occupy, and use the property shown on Exhibit B to perform any and all tasks necessary for the purpose of inspecting, maintaining, and repairing the Facility constructed on the property described in Paragraphs 2 and 4. However, except for activities necessary to prevent imminent threat to public health, safety or the environment, such entry, occupation, and use shall be with prior written notice to the parties.

11. The COMMISSION shall, at its sole cost and expense, obtain and maintain at all times during the term of this Agreement, insurance on the property described in Paragraph 7 above, of the types and minimum amounts outlined in **Exhibit C**, which is attached to and made part of this Agreement.

12. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the property described in Paragraph 7 above to the COMMISSION.

13. The COMMISSION imposes insurance requirements on contractors who perform work on COMMISSION projects. The State of New Jersey, the NJDEP, the NJWSA, and the NJDOT shall be added as additional insureds on the General Liability, Automobile Liability, and Excess/Umbrella Liability policies. Coverage shall be kept current throughout the duration of construction and until final acceptance of the

Project by the NJDOT. Proof of insurance shall be provided to the NJDEP, the NJWSA, and the NJDOT before the COMMISSION's contractor(s) make(s) entry on property in connection with the Project.

14. The NJDEP, the NJWSA, the NJDOT, and the COMMISSION shall notify each other, in the manner described here and confer with one another on all proposed changes in the plans regarding work on the Project or property within NJDOT and/or NJDEP jurisdiction. All design-related correspondence shall be submitted to the manager at the New Jersey Department of Transportation, or his successor, at:

Attention: Mr. John S. Campi, Jr., Project Manager  
New Jersey Department of Transportation  
P.O. Box 600  
1035 Parkway Avenue  
Trenton, NJ 08625-0600

and to the COMMISSION at:

Mr. Roy W. Little, P.E., Chief Engineer  
Delaware River Joint Toll Bridge Commission  
110 Wood & Grove Streets  
Morrisville, PA 19067

and to the NJDEP at:

Assistant Commissioner, Natural and Historic Resources or its successor  
New Jersey Department of Environmental Protection  
501 East State Street  
Mail Code 501-3A  
PO Box 420  
Trenton, NJ 08625-0420

and to the NJWSA at:

Property Administrator  
New Jersey Water Supply Authority  
1851 State Route 31  
Clinton, NJ 08809

All other notices and communications under this Agreement shall be in writing and sent via certified mail, return receipt requested, and shall be directed as follows or to such other address as any party has previously directed by notice:

If to the COMMISSION:

Attn: Executive Director

Delaware River Joint Toll Bridge Commission  
2492 River Road  
New Hope, PA 18938-9519

*(With a copy to the Chief Engineer at)*

Delaware River Joint Toll Bridge Commission  
110 Wood and Grove Streets  
Morrisville, PA 19067

If to the NJDOT:

Assistant Commissioner, Capital Program Management or its successor  
New Jersey Department of Transportation  
P.O. Box 600  
1035 Parkway Avenue  
Trenton, NJ 08625-0600

*(With a copy to Assistant Commissioner, Policy, Legislation, Regulations and Multimodal, or its successor at the same address)*

If to the NJDEP:

Attn: Assistant Commissioner, Natural and Historic Resources or its successor  
New Jersey Department of Environmental Protection  
501 East State Street  
Mail Code 501-3A  
PO Box 420  
Trenton, NJ 08625-0420

If to the NJWSA:

**Property Administrator**  
New Jersey Water Supply Authority  
1851 State Route 31  
Clinton, NJ 08809

15. The entire Agreement between the Parties for this Project is contained herein and no modification or termination hereof shall be effective, unless in writing and approved as required by law.

16. No Commissioner, officer, agent or employee of the Parties to this Agreement shall be held personally liable under any provision of this Agreement or because of its execution, breach or alleged breach thereof.
17. The Parties, in entering into this Agreement, do not in any way limit their authority over all the Parties' owned Right of Way and improvements of any nature constructed within the Parties' Right of Way or with public rights of way under the Parties' jurisdiction.
18. If any dispute or difference shall arise between the Parties, with respect to the terms of this Agreement, the Parties shall meet within a reasonable amount of time in an effort to resolve the dispute or differences.
19. The Parties shall comply with all applicable laws regarding performance of this Agreement.
20. In the event that any provision contained herein conflicts with, or is inconsistent with, any provision of the Contract Documents pertaining to the Project, the provision in the Contract Documents shall prevail.
21. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assignees. No third-party beneficiary rights are created pursuant to this Agreement.
22. This Agreement shall be construed under and shall be governed in accordance with the Constitution and the laws of the State of New Jersey.
23. This Agreement may be executed in two (2) or more counterparts, all of which shall be deemed a duplicate original and all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees to be hereunto affixed the day, month, and year first written above.

ATTEST/WITNESS/AFFIX SEAL:

**DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION**

\_\_\_\_\_  
SECRETARY, DELAWARE RIVER JOINT  
TOLL BRIDGE COMMISSION

By: \_\_\_\_\_  
Name: JOSEPH J. RESTA  
EXECUTIVE DIRECTOR

ATTEST/WITNESS/AFFIX SEAL:

**STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
SECRETARY, NEW JERSEY  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
JAMIE FOX, NJDOT  
COMMISSIONER

This Agreement has been reviewed and approved as to form for the NJDOT.

JOHN HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_  
Deputy Attorney General

ATTEST/WITNESS/AFFIX SEAL:

**NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS, NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION

Richard Boornazian, Assistant Commissioner  
Natural and Historic Resources

ATTEST/WITNESS/AFFIX SEAL:

**NEW JERSEY WATER SUPPLY AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS, NJ WATER  
SUPPLY AUTHORITY

Henry S. Patterson  
Executive Director

This Agreement has been reviewed and approved as to form for the NJDEP and NJWSA.

JOHN HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:

\_\_\_\_\_  
Deputy Attorney General

DRAFT

DRAFT

DRAFT

**PROGRAMMATIC AGREEMENT (PA)  
AMONG THE FEDERAL HIGHWAY ADMINISTRATION (FHWA),  
THE PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER  
(PASHPO), AND  
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER (NJSHPO)  
PURSUANT TO 36 CFR SECTION 800.6(b)(1)  
REGARDING THE  
I-95/SCUDDER FALLS BRIDGE IMPROVEMENT PROJECT  
LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA AND  
EWING TOWNSHIP, MERCER COUNTY, NEW JERSEY**

WHEREAS, the Delaware River Joint Toll Bridge Commission (DRJTBC) is proposing to construct the I-95/Scudder Falls Bridge Improvement Project (Project) in Lower Makefield Township, Bucks County, Pennsylvania and Ewing Township, Mercer County, New Jersey, described as the Proposed Action in Chapter III, Section D of the Environmental Assessment (EA) entitled "I-95/Scudder Falls Bridge Improvement Project Environmental Assessment" and dated October 2009; and

WHEREAS, the DRJTBC is the Project sponsor and the Federal Highway Administration (FHWA) is serving as the Project lead federal agency pursuant to the National Environmental Policy Act (NEPA, codified as 42 USC 4321 *et seq.*), and is the federal agency responsible for compliance with Section 106 of the National Historic Preservation Act (codified at 16 USC § 470f, and herein "Section 106"); and

WHEREAS the FHWA and the DRJTBC have established the Project's area of potential effect (APE), as defined at 36 CFR Part 800.16(d), as shown in Figure II-4 of the EA (Attachment 1); and

WHEREAS, the FHWA and the DRJTBC, pursuant to 36 CFR Part 800.4(c), have determined in consultation with the PASHPO that the following properties in Pennsylvania are eligible for the National Register of Historic Places (NRHP): Elm Lowne, as described in the Determination of Effect Report, dated September 2008, and the archaeological site 36Bu379, as described in the Phase I Archaeology Report, dated January 2008; and

WHEREAS, the FHWA and the DRJTBC, pursuant to 36 CFR Part 800.4(c), have determined in consultation with the PASHPO that the following property in Pennsylvania is a National Historic Landmark (NHL): the Delaware Canal, as described in the Determination of Effect Report, dated September 2008; and

WHEREAS, pursuant to 36 CFR Part 800.5(a) the FHWA and the DRJTBC have determined in consultation with the PASHPO that the Project will have no adverse effect on Elm Lowne and a conditional no adverse effect on the Delaware Canal, contingent on a review of related Project plans, photographs, architectural drawings, and specifications and their conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties; and

WHEREAS, pursuant to 36 CFR Part 800.5(a), as a result of Phase I studies conducted for the project, the FHWA and the DRJTBC have determined in consultation with the PASHPO that there is an eligible site, 36Bu379, a Phase III data recovery plan will be conducted at Site 36Bu379; and

WHEREAS, pursuant to 36 CFR Part 800.5(a), the FHWA and the DRJTBC in consultation with the PASHPO have determined that archaeological survey will occur in the area of causeway construction across the southern portion of Park Island in the Delaware River to determine the presence of intact cultural resources and the NRHP eligibility of any such resources. If resources are present and are deemed potentially eligible, a Phase III data recovery plan will be implemented at this location if the resources cannot be avoided or preserved in place; and

WHEREAS, the FHWA and the DRJTBC, pursuant to 36 CFR Part 800.4(c), have determined in consultation with the NJSHPO that the following properties in New Jersey are eligible for the NRHP: the Charles S. Maddock House; and the New Jersey State Police Headquarters Historic District (NJSPHQ), as described in the Historic Structures Survey, Determination of Eligibility and Determination of Effect Report, dated September 2008; and

WHEREAS, the FHWA and the DRJTBC, pursuant to 36 CFR Part 800.4(c), have determined in consultation with the NJSHPO that archaeological site 28Me360, as described in the Phase I Archaeology Report, dated January 2008, requires further testing to assess significance of the site; and

WHEREAS, the FHWA and the DRJTBC, pursuant to 36 CFR Part 800.4(c), have determined in consultation with the NJSHPO that the following property in New Jersey was listed in the NRHP on May 11, 1973: the Delaware and Raritan Canal; and

WHEREAS, pursuant to 36 CFR Part 800.5(a) the FHWA and the DRJTBC have determined in consultation with the NJSHPO that the Project will have no adverse effect on the Charles S. Maddock House and the New Jersey State Police Headquarters Historic District (NJSPHQ); and

WHEREAS, pursuant to 36 CFR Part 800.5(a), the FHWA and the DRJTBC have determined in consultation with the NJSHPO that the Project will have an adverse effect on the Delaware and Raritan Canal; and

WHEREAS, pursuant to 36 CFR Part 800.5(a), the FHWA and the DRJTBC in consultation with the NJSHPO have determined that for areas previously inaccessible for archaeological testing that will be affected by the project, including any detention or retention basin(s) is to be located in the southern loop of the NJ Route 29 interchange with I-95, preliminary archaeological investigations will be conducted to determine the presence or absence of intact cultural resources and the NRHP eligibility of any such resources. If resources are present and deemed eligible, a Phase III data recovery plan will be implemented at this location. Further, if piers are placed within or in the immediate vicinity of the Trenton Water Power Channel, preliminary archaeological investigations will be conducted to expose and record construction features including channel profile; and

WHEREAS, pursuant to 36 CFR Part 800.6(a), the FHWA and the DRJTBC have consulted with the NJSHPD to resolve the adverse effect of the Project on historic properties; and

WHEREAS, pursuant to 36 CFR Part 800.6(a), the FHWA and the DRJTBC have determined in consultation with the PASHPO and the NJSHPD that it is necessary to develop protection measures to protect the Delaware Canal and the Delaware and Raritan Canal, respectively during construction activities; and

WHEREAS, pursuant to 36 CFR Part 800.6(a), the FHWA has invited the Advisory Council on Historic Preservation (ACHP) to participate in the Section 106 process for the I-95/Scudder Falls Bridge Improvement Project; and in a response letter dated July 29, 2009, the ACHP has declined to be a signatory to this PA; and

WHEREAS, pursuant to 36 CFR Part 800.6(a), the FHWA has consulted with the PASHPO, NJSHPD, U.S. Army Corps of Engineers (USACE) – Philadelphia District, the Delaware Canal State Park, the Friends of the Delaware Canal, the Elm Lowne Preservation Committee, the Society for Pennsylvania Archaeology, the Lower Makefield Township Board of Supervisors, State Representative Honorable David J. Steil, and the Pennsylvania Archaeological Council in Pennsylvania; and Ewing Township, the Delaware and Raritan Canal Commission (D&RCC), Mercer County, New Jersey Green Acres Program and the Division of Parks and Forestry in New Jersey to resolve the adverse effects of the Project on historic properties; and

WHEREAS, pursuant to 36 CFR Part 800.6(c), the FHWA has also invited the PASHPO, NJSHPD, DRJTBC, the Pennsylvania Department of Transportation (PennDOT), the New Jersey Department of Transportation (NJDOT), and federally recognized Indian Tribes (Tribes) that may attach religious and/or cultural significance to any affected property within the APE pursuant to 36 CFR Part 800.3(f)(2), namely the Absentee-Shawnee Tribe of Oklahoma, the Delaware Nation, and the Shawnee Tribe, to participate in the consultation and to concur in this PA; and

WHEREAS, pursuant to 36 CFR Part 800.6(c), the DRJTBC, PennDOT, and NJDOT have agreed to be concurring parties in this PA; and

WHEREAS, the FHWA has involved, and will continue to involve the public, the Tribes, and historic interest groups, as stipulated under the NEPA of 1969, as amended, and the National Historic Preservation Act (NHPA) as amended [16 U.S.C. § 470], and its implementing regulations (36 CFR Part 800) in a manner consistent with PennDOT's and NJDOT's Public Involvement Procedures and PennDOT's procedures for Native American Coordination and Consultation;

NOW, THEREFORE, the FHWA, the PASHPO, and the NJSHPD agree that upon FHWA's decision to proceed with the Project, FHWA shall ensure that the following stipulations are implemented in order to take into account the adverse effect of the undertaking on historic properties.

## STIPULATIONS

All parties to this PA have reviewed the Project with regard to historic resource mitigation, interpretation and acquisition issues, and as a consequence of the same, the DRJTBC agrees to the following stipulations. The FHWA shall ensure that the following stipulations are implemented by the DRJTBC.

- I. Archaeological Resources
  - A. The DRJTBC will undertake geoarchaeological assessment investigations at the southern loop of the NJ Route 29 interchange with I-95 if a detention or retention basin is placed in this loop. Such investigations will be followed by archaeological investigations and/or data recovery investigations if the geoarchaeological assessment indicates such approaches are warranted.
  - B. The DRJTBC will conduct a geomorphological assessment of the area of the causeway construction across the southern end of Park Island in the Delaware River followed by Phase I archaeological testing if warranted. If archaeological resources are identified in this area, Phase II testing will be conducted to evaluate these resources and determine if they are eligible for listing in the NHRP. If eligible archaeological resources are present and cannot be avoided by construction or preserved in place, Phase III data recovery will be conducted.
  - C. The DRJTBC will implement Phase I archaeological testing in an area of high potential in the T2 Terrace in Pennsylvania that is adjacent to and possibly associated with 36Bu379 (see Stipulation I.G) and has not yet been surveyed because access to the property has been limited. If archaeological resources are identified in this area, Phase II testing will be conducted to evaluate these resources and determine if they are eligible for listing in the NRHP. If these resources are determined to be eligible for the NRHP, a Data Recovery Workplan will be prepared. The workplan will include research, fieldwork, analysis, report preparation, and public outreach. The Data Recovery Workplan will be developed by the FHWA and the DRJTBC in consultation with the PASHPO.
  - D. The DRJTBC will implement a Phase II excavation at 28Me360 with the purpose of assessing the NRHP eligibility of the site. If the site is determined eligible and if the FHWA and the DRJTBC in consultation with the NJSHPO determine that a sufficient portion of the site remains to warrant further excavation, a Data Recovery Workplan will be prepared. The workplan will include research, fieldwork, analysis, report preparation, and public outreach. The Data Recovery Workplan will be developed by the FHWA and the DRJTBC in consultation with the NJSHPO.

- E. If, during final design, the NJDOT, in consultation with the NJHPO, determines that the Trenton Water Power Channel will be impacted by the project, FHWA and the DRJTBC will develop a plan for the archaeological recordation of construction features related to the Trenton Water Power Channel. This plan shall be submitted to the NJHPO for review and approval. Such approval will not be unreasonably withheld.
- F. The DRJTBC will undertake preliminary archaeological investigations to record construction features including the channel profile related to the Trenton Water Power Channel under the Scudder Falls Bridge in New Jersey in accordance with the approved plan for archaeological recordation referenced above, if it is determined by the NJHPO during final design that the proposed bridge pier construction will impact the location of the channel.
- G. The DRJTBC will implement a Data Recovery Workplan for 36Bu379 including research, fieldwork, analysis, report preparation, and public outreach, or an alternative mitigation program. The Data Recovery Workplan or alternative mitigation program will be developed by the FHWA and the DRJTBC in consultation with the PASHPO.
- H. If any human remains and grave-associated artifacts are encountered during the archaeological investigations, FHWA will bring this to the attention of the PASHPO and NJSHPO, as appropriate, and any federally recognized Tribes that may attach religious and/or cultural significance to the affected property within 24 hours of the discovery. No activities that might disturb or damage the remains will be conducted until all parties have determined whether excavation is necessary and or/desirable. All procedures will follow the guidance outlined in the National Park Service Publication *National Register Bulletin 41: Guidelines for Evaluating and Registering Cemeteries and Burial Places*, the Native American Graves Protection and Repatriation Act of 1990 (PL 101-601), as appropriate, and the PASHPO's *Policy for the Treatment of Burials and Human Remains* (1993) and/or NJSHPO's *Archaeology and Ethnology Guidelines* (2005), as appropriate.
- I. The DRJTBC or their consultant will prepare reports on the data recovery excavations for review and comment by the FHWA, the PASHPO, and NJSHPO, as appropriate, and any interested federally recognized Tribes. The report shall meet professional standards set forth by the Department of the Interior's *Format Standards for Final Reports of Data Recovery Program* (42 FR 5377-79) and will be consistent with the Bureau for Historic Preservation/Pennsylvania Historical and Museum Commission's *Cultural Resource Management in Pennsylvania: Guidelines for Archaeological Investigations* (July 1991) for reports prepared for the PASHPO. Reports prepared for the NJSHPO will be consistent with *Guidelines for Phase I Archaeological Investigations: Identification of Archaeological Resources*, *Guidelines for Preparing Cultural Resources Management Archaeological Report Submitted to the Historic Preservation Office*, and the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, September 29, 1983. A draft report will be completed within one year of the conclusion of fieldwork. Any comments provided by the PASHPO and NJSHPO, as appropriate, or

other consulting parties will be considered in the preparation of the final report. A final report will be completed and submitted within one year of the close of the comment period.

- J. All records and materials resulting from the archaeological investigations that are not privately owned will be curated in accordance with 36 CFR § 79 and the curation guidelines developed by the PASHPO (June 2003) or NJSHPO's Archaeology and Ethnology Guidelines (2005), as appropriate. If the DRJTBC has not purchased the Right-of-Way at the time of the Data Recovery excavations, the DRJTBC shall request that the property owner sign a gift agreement donating the artifacts to the State Museum of Pennsylvania or the New Jersey State Museum, as appropriate. In Pennsylvania, all records and all artifacts not privately owned will be curated by the DRJTBC at the PASHPO in Harrisburg, or its designee, following the policies of that institution. The DRJTBC will be responsible for the curation fee of three hundred-fifty dollars (\$350) per cubic foot. In New Jersey, if the site is determined by the NJSHPO to have statewide or national significance, the DRJTBC will curate all records and all artifacts not privately owned to the NJ State Museum, or if the site is determined to have local significance, to an undetermined designee selected in consultation with the NJSHPO, following the policies of the selected institution. The DRJTBC will be responsible for any related fees at the selected institution. If the final repository of the artifacts recovered in New Jersey is determined to be the NJ State Museum, then the DRJTBC will be responsible for the curation fee of three hundred-fifty dollars (\$350) per Hollinger storage box.

## II. Historic Structures

### A. The Delaware and Raritan Canal and the Delaware Canal

DRJTBC, in consultation with consulting parties, shall develop an appropriate and compatible design for the replacement structure that is sensitive to historic properties in the immediate vicinity, as per the measures outlined in Stipulations II.A.1, II.B, and II.C.

#### 1. Minimization through Design

- a) To minimize visual impacts to the Delaware and Raritan Canal, the DRJTBC will design the piers of the I-95/Scudder Falls Bridge and NJ Route 29 interchange bridges to be the smallest size allowed by engineering design. The piers will be treated with an aesthetic finish to be agreed upon in consultation with the NJSHPO and consulting parties during the final design phase of the Project. Guidelines for the appearance of the aesthetic finish, including any available photographs and specifications, will be provided to the DRJTBC in advance of the preparation of test panel(s). Test panels will be constructed by the contractor, as many times as are reasonable and necessary, for review and approval by representatives of the NJSHPO, D&RCC, and Delaware and Raritan Canal State Park. Such approval will not be unreasonably withheld.

- b) To preserve openness along the Delaware and Raritan Canal under the bridges, the DRJTBC will use pier configurations that will accommodate concerns of openness and are consistent with FHWA and NJDOT design standards.
- c) To minimize impacts to the earthen embankment adjacent to the Delaware and Raritan Canal along Upper River Road beneath the proposed I-95/Scudder Falls Bridge, the DRJTBC will design the Project to consider methods to reduce erosion of the embankment.
- d) To minimize runoff of water into the Delaware and Raritan Canal, the DRJTBC will design the drainage system for the new roadways to divert water flow away from the canal prism to the maximum extent possible.
- e) To minimize effects on the Delaware and Raritan Canal, the proposed action will eliminate public use of the existing ramp from River Road (NJ Route 175) to I-95 northbound. The ramp will be gated for use by the NJ State Police.

## 2. Interpretation and Acquisitions

To mitigate for adverse effects of the project on the Delaware and Raritan Canal Historic District, including the acquisition of a portion of the National Register listed property, DRJTBC shall deposit \$2 million to a mitigation fund established in the New Jersey Historic Preservation Office to be used to construct an interpretive swing bridge and/or for other interpretation of the Delaware and Raritan Canal. The \$2 million includes the compensation for the acquisition of State Park property, subject to the approval of the State House Commission. The funds shall be deposited prior to the start of construction within the Delaware and Raritan Canal Historic District. The DRJTBC has completed consultation with the NJHPO, the Delaware and Raritan Canal State Park, and Green Acres, and other than as a consequence of unanticipated discoveries as set forth in Section III(B) of the PA, no additional monies shall be required from DRJTBC.

### B. Consultation Relative to Design Elements

The DRJTBC will consult with the NJSHPO, PASHPO, D&RCC, Delaware Canal State Park, and the Delaware and Raritan Canal State Park, as applicable, concerning the design of the bridge, noise walls, and pedestrian/bicycle facility along the Delaware Canal in Pennsylvania and the Delaware and Raritan Canal in New Jersey.

### C. Construction Protection Plan

To avoid project-related construction damage, the DRJTBC, in consultation with FHWA, the PASHPO, the NJSHPO, the D&RCC, the Delaware Canal State Park and the Delaware and Raritan Canal State Park, will develop for the approval of the PASHPO, NJSHPO, the D&RCC, and the Delaware Canal State Park a construction protection plan for work along the Delaware Canal in Pennsylvania and the Delaware and Raritan Canal in New Jersey prior to any destructive construction activity in the immediate vicinity of the canals. The plan will set forth specific measures that will protect the canal prisms, towpaths, and any related features during the construction period. The construction protection plan will include measures to protect the dry-laid stone wall along the eastern side of the Delaware Canal prism and towpath, immediately north of the existing I-95/Scudder Falls Bridge. The protection plan will provide measures for minimizing direct impacts to the canal prisms and towpaths during the removal of the piers of the existing I-95/Scudder Falls Bridge. In addition, to the extent possible, the plan will indicate that construction areas will be located outside the canal prism and towpath features and will be separated for the safety of towpath users. All areas of known archaeological sensitivity shall be marked on/or referenced in the plans and specifications.

### III. Administrative Stipulations

#### A. Personnel Qualifications

All archaeological work carried out pursuant to this agreement will be by or under the direct supervision of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualification Standards for Archaeology* and Historic Preservation and all historic preservation work carried out pursuant to this agreement will be by or under the direct supervision of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualification Standards* (61 CFR Appendix A).. All work shall conform with the *Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation*, and the New Jersey Historic Preservation Office Guidelines and Pennsylvania guidelines.

#### B. Late Discoveries

If any unanticipated discoveries of archaeological sites or historic properties are encountered during the implementation of this undertaking, DRJTBC shall suspend work in the area of the discovery, and FHWA shall comply with 36 CFR Part 800.13 by consulting with the PASHPO or NJSHPO, as appropriate, and, if applicable, federally recognized Tribes that attach religious and/or cultural significance to the affected property. The FHWA will notify the PASHPO or NJSHPO, as appropriate, and, if applicable, any such federally recognized Tribes within one working day of the

discovery. The FHWA, DRJTBC, the PASHPO or NJSHPO, as appropriate, and, if applicable, any such federally recognized Tribes will meet at the location of the discovery within seventy-two (72) hours of the initial notification to determine appropriate treatment of the discovery prior to the resumption of construction activities within the area of discovery.

C. Review Periods

The review period for all submissions will be thirty (30) calendar days from receipt of submission for review. The review of test panels will be accomplished within an immediate and reasonable response time, not to exceed seven (7) days from the date of notification for review.

D. Amendments

Any party to this PA may propose to FHWA that this agreement be amended, whereupon FHWA shall consult with the other parties to this PA to consider such an amendment. 36 CFR Part 800.6(c)(7) shall govern the execution of any such amendment.

E. Resolving Objections

1. Should any party to this PA object in writing to FHWA regarding any action carried out or proposed with respect to the Project or implementation of this PA, FHWA shall consult with the objecting party to resolve the objection. If after initiating such consultation FHWA determines that the objection cannot be resolved through consultation, FHWA shall forward all documentation relevant to the objection to the ACHP, including FHWA's proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:
  - a) Advise FHWA that the ACHP concurs in FHWA's proposed response to the objection, whereupon FHWA shall respond to the objection accordingly;
  - b) Provide FHWA with recommendations, which FHWA shall take into account in reaching a final decision regarding its response to the objection; or
  - c) Notify FHWA that the objection will be referred to comment pursuant to 36 CFR Part 800.7, and proceed to refer the objection and comment. The resulting comment shall be taken into account by FHWA in accordance with 36 CFR Part 800.7(c) (4) and Part 110(1) of NHPA.
2. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, FHWA may assume the ACHP's concurrence in its proposed response to the objection.

3. FHWA shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; FHWA's responsibility to carry out all actions under this PA that are not the subjects of the objection shall remain unchanged.

F. Objection Resolution Provision

If the DRJTBC, NJSHPO, and PASHPO or any invited signatory to this PA should object in writing to any measures or their manner of implementation, then FHWA shall notify the parties of this PA and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this PA to resolve the objection.

G. Review of Implementation

If the stipulations have not been initiated within five (5) years after the execution of this PA, the parties to this agreement shall review the PA to determine whether revisions are needed. If revisions are needed, the parties to this PA shall consult in accordance with 36 CFR Part 800 to make such revisions.

H. Sunsetting Duration

If the terms of this PA have not been implemented by ten (10) years from the date of the signed PA, this PA shall be considered null and void. In such event, FHWA shall notify the parties to this PA, and if FHWA chooses to continue with the Project, shall re-initiate review of the Project in accordance with 36 CFR Part 800.

I. Termination

1. If FHWA determines that it cannot implement the terms of this PA, or the PASHPO or NJSHPO, as appropriate, or the ACHP determines that the PA is not being properly implemented, FHWA or the PASHPO or NJSHPO, as appropriate, or the ACHP may propose to the other parties to this PA that it be terminated.
2. The party proposing to terminate this PA shall so notify all parties to this PA, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.
3. Should such consultation fail, FHWA or the ACHP, or the PASHPO or NJSHPO, as appropriate, may terminate the PA by so notifying all parties in writing.
4. Should this PA be terminated, FHWA shall either:
  - a) Consult in accordance with 36 CFR Part 800.6(a)(1) to develop a new PA; or

- b) Request the comments of the ACHP pursuant to 36 CFR Part 800.7(a)(1). The ACHP shall have forty-five (45) days to respond with comments.
- 5. FHWA and the ACHP may conclude the Section 106 process with a PA between them if either the PASHPO or NJSHPO, as appropriate, terminates consultation in accordance with 36 CFR Part 800.7(a)(2).

J. Entire Agreement

This PA represents the entire agreement between the signatories and concurring parties to this PA. Other than the occurrence of unanticipated discoveries as referenced in section III(B) of this PA, all known obligations of the DRJTBC and other signatories and concurring parties concerning historic preservation, mitigation, interpretation and acquisition are set forth in this PA.

Execution of this PA by FHWA, the PASHPO and the NJSHPO, and the implementation of its terms, will be evidence that FHWA has taken into account the effects of the Project on historic properties.

By:   
FEDERAL HIGHWAY ADMINISTRATION

Date: 12-30-10

By: \_\_\_\_\_ Date: \_\_\_\_\_  
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

- b) Request the comments of the ACHP pursuant to 36 CFR Part 800.7(a)(1). The ACHP shall have forty-five (45) days to respond with comments.
- 5. FHWA and the ACHP may conclude the Section 106 process with a PA between them if either the PASHPO or NJSHPO, as appropriate, terminates consultation in accordance with 36 CFR Part 800.7(a)(2).

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Execution of this PA by FHWA, the PASHPO and the NJSHPO, and the implementation of its terms, will be evidence that FHWA has taken into account the effects of the Project on historic properties.

By: \_\_\_\_\_ Date:  
FEDERAL HIGHWAY ADMINISTRATION

By: *Jan K. Cutler* Date: 10/18/2010  
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date:  
NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

b) Request the comments of the ACHP pursuant to 36 CFR Part 800.7(a)(1). The ACHP shall have forty-five (45) days to respond with comments.

5. FHWA and the ACHP may conclude the Section 106 process with a PA between them if either the PASHPO or NJSHPO, as appropriate, terminates consultation in accordance with 36 CFR Part 800.7(a)(2).

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This PA represents the entire agreement between the signatories and concurring parties to this PA. Other than the occurrence of unanticipated discoveries as referenced in section III(B) of this PA, all known obligations of the DRJTBC and other signatories and concurring parties concerning historic preservation, mitigation, interpretation and acquisition are set forth in this PA.

Execution of this PA by FHWA, the PASHPO and the NJSHPO, and the implementation of its terms, will be evidence that FHWA has taken into account the effects of the Project on historic properties.

By: \_\_\_\_\_  
FEDERAL HIGHWAY ADMINISTRATION

Date:

By: \_\_\_\_\_  
PENNSYLVANIA STATE HISTORIC PRESERVATION OFFICER

Date:

By:  \_\_\_\_\_  
NEW JERSEY STATE HISTORIC PRESERVATION OFFICER (DEPUTY)

Date: 10/5/10

CONCUR:

By:  Date: 11-4-10  
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
NEW JERSEY DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

CONCUR:

By: \_\_\_\_\_ Date:  
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

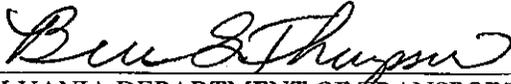
By: *Waelm'Carob* Date: *10-15-10*  
NEW JERSEY DEPARTMENT OF TRANSPORTATION

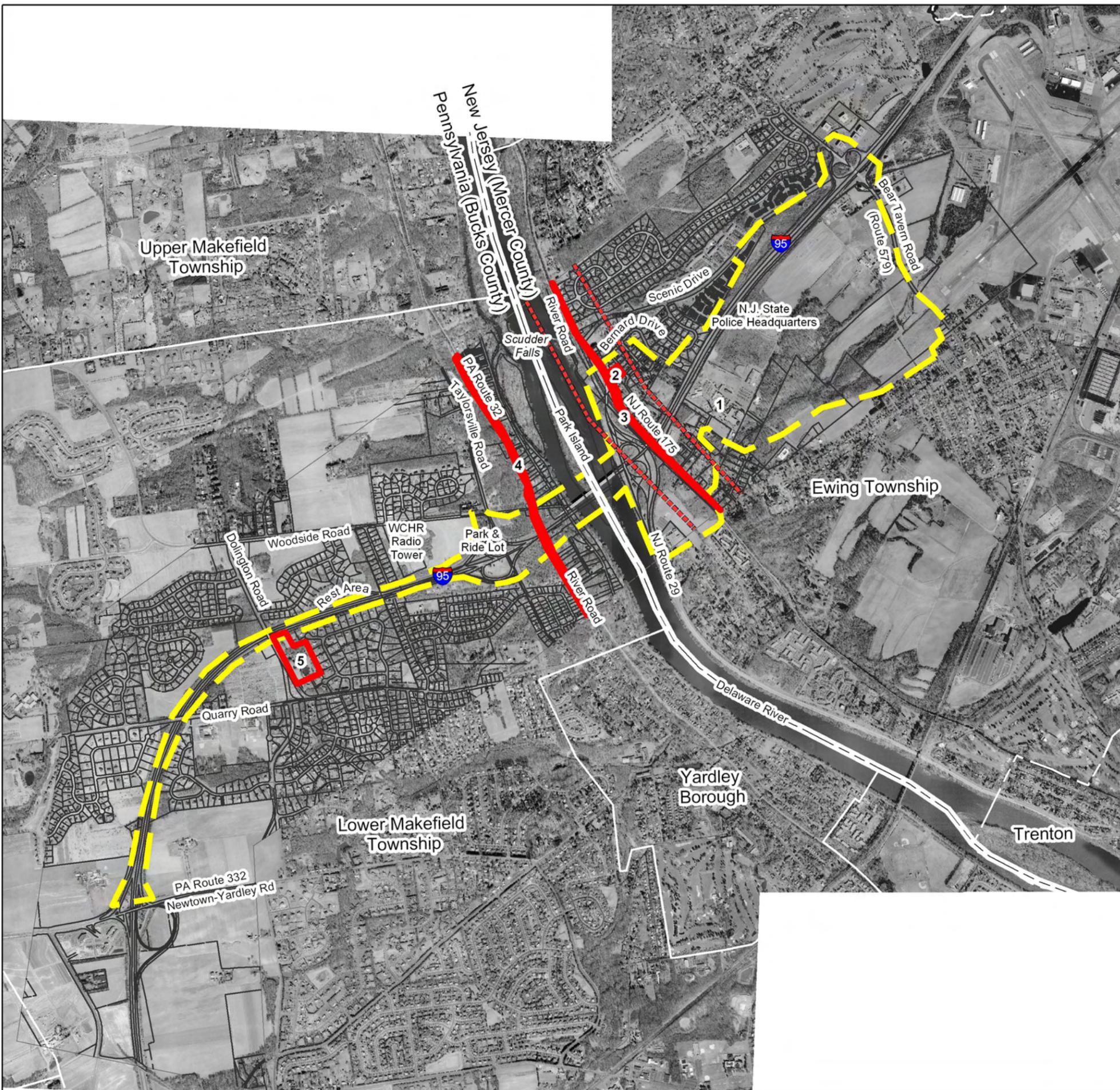
By: \_\_\_\_\_ Date:  
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

CONCUR:

By: \_\_\_\_\_ Date:  
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

By: \_\_\_\_\_ Date:  
NEW JERSEY DEPARTMENT OF TRANSPORTATION

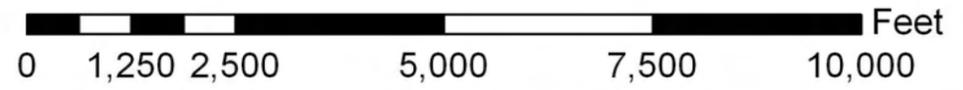
By:  Date: 10/10/10  
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION



**Legend**

-  Area of Potential Effect (APE)
-  National Register of Historic Places Listed or Eligible Historic Resources
-  Delaware and Raritan Canal District

1. N.J. State Police Headquarters
2. Charles S. Maddock House
3. Delaware and Raritan Canal
4. Delaware Canal
5. Elm Lowne House

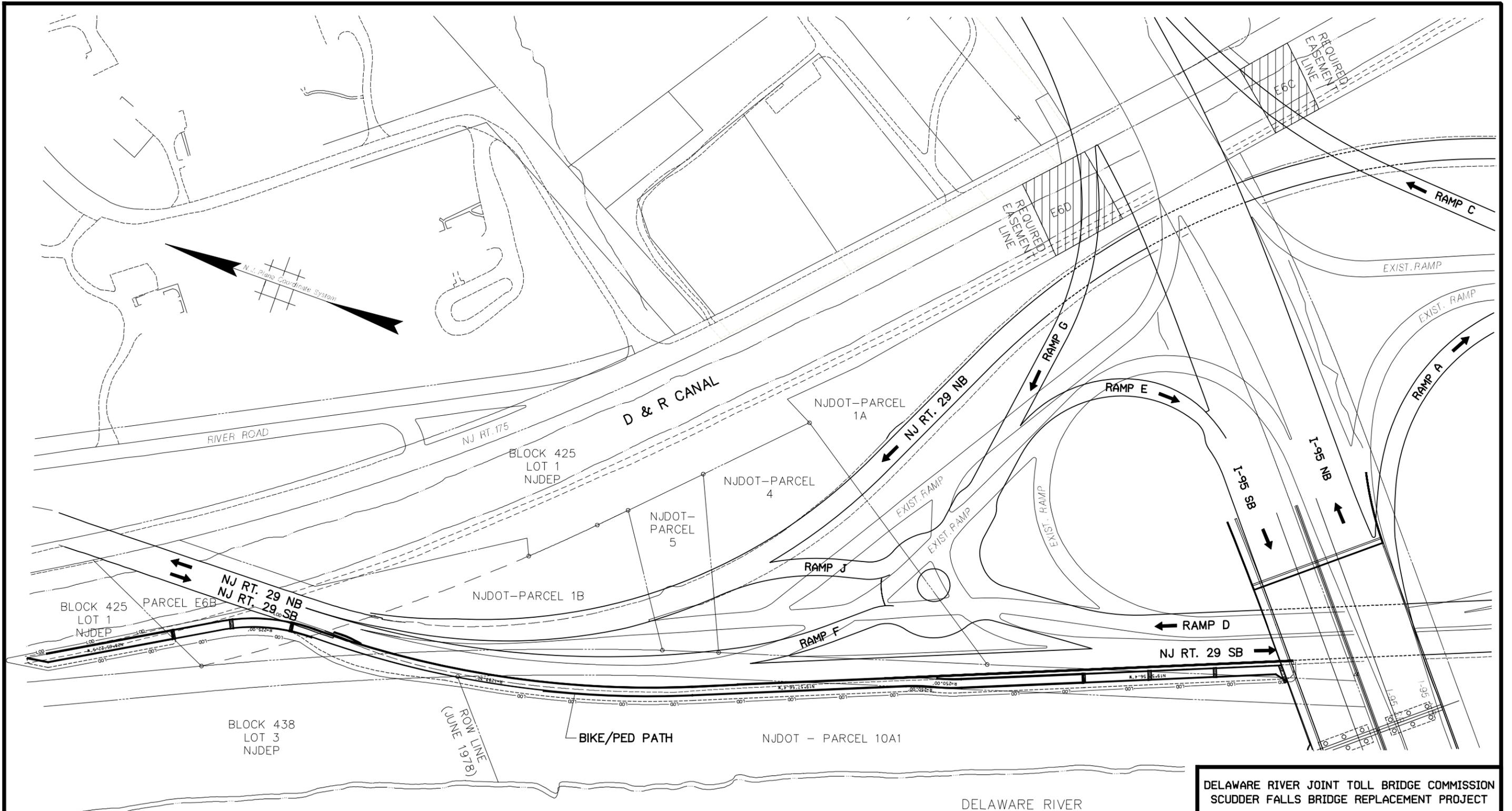


	<p><b>I-95/Scudder Falls Bridge Improvement Project Environmental Assessment Historic Resources Map Figure II-4</b></p>	
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M:\384761\EA\FIGURES\Final EA Figures\November 2008\Figure II-4-Historic Resources Map.mxd

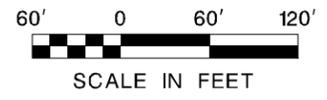
EXHIBIT B – PEDESTRIAN-BICYCLE RAMP – CONCEPTUAL LAYOUT

DRAFT



LEGEND:  
 — PROPOSED  
 - - - EXISTING

- NOTES:
1. PARCEL 10A1 (NJDOT) ACQUIRED UNDER ROUTE 29 SECTION 15 AS PARCEL 10A.
  2. BLOCK 438 LOT 3 (NJDEP) ORIGINALLY ACQUIRED BY NJDOT UNDER ROUTE 29 SECTION 15 AND SUBSEQUENTLY VACATED (PARCEL VX10A2).
  3. PARCELS 1A, 1B, 4 AND 5 (ALL OWNED BY NJDOT) ACQUIRED UNDER ROUTE 129 FREEWAY SECTION 1.
  4. PARCEL E6B - EASEMENT PARCEL ACQUIRED BY NJDOT UNDER ROUTE 129 FREEWAY SECTION 1.
  5. E6C AND E6D - NEW EASEMENTS TO BE ACQUIRED UNDER SCUDDER FALLS BRIDGE REPLACEMENT PROJECT.



DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION  
 SCUDDER FALLS BRIDGE REPLACEMENT PROJECT

**EXHIBIT B**  
 Plan Indicating  
 Right Of Way Impacts  
 of the  
 Pedestrian/Bicycle Facility  
 on the New Jersey Approach

Prepared By:  
**TYLIN INTERNATIONAL**

Date:  
 September 3, 2015

DRAFT

1. Delaware River Joint Toll Bridge Commission ("DRJTBC") shall, for the duration of this Agreement, require all of its contractor(s) and subcontractor(s) (including but not limited to any person providing any service and/or conducting any activity as part of DRJTBC 's use of the Property) to secure and maintain in force at all times during the construction of any project and/or the provision of any service and/or conduct of any activity as part of DRJTBC 's use of the Property, insurance of the types and in the amounts as hereinafter provided:

### **A. Policy Requirements.**

The contractor and subcontractor shall procure and maintain insurance until completion and acceptance by DRJTBC, NJDEP and NJDOT. The DRJTBC will not consider the Work or any portion as put to its intended use until Acceptance. The Contractor may only obtain insurance from companies that are licensed to provide insurance in the State and the policies must be underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better. Before performing construction operations, provide the DRJTBC with certificates of insurance and policy declaration pages.

Ensure that insurance policies are endorsed to provide written notice by certified mail to the DRJTBC 30 days before changes to and/or cancellation of the policy. Provide the DRJTBC with a certified copy of each policy. The DRJTBC shall in turn provide copies of same to NJDEP and NJDOT. Failure or refusal to renew insurance policies or to provide the DRJTBC with timely certificates of insurance showing that insurance coverage is in full force and effect to the extent required by DRJTBC, NJDEP and NJDOT or ii) cancelation, termination or modification such that the insurance does not meet the requirements of DRJTBC, NJDEP and NJDOT will result in suspension of permission to enter the property until such policies are reinstated.

The Contractor will submit documentation to identify all exclusions and deductible clauses. The limits of liability set forth below do not relieve the Contractor from liability in excess of such coverage. Deductibles for each policy are limited to \$250,000 per occurrence. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

---

### **1. Comprehensive General Liability Insurance.**

Procure Comprehensive General Liability insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage.

1. Personal injury.
2. Contractual liability.
3. Premises and operations.
4. Products and completed operations.
5. Independent contractors.
6. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
7. Severability of Interest/Separation of Insureds.
8. Per project aggregate.

Ensure the policy is endorsed to delete any exclusions applying to property damage liability arising from:

9. Explosions.
10. Damage to underground utilities.
11. Collapse of foundations.

Ensure the policy names the State, its officers, employees, and agents as additional insured. On the Insurance Certificate, indicate the cost for providing the policy.

### **2. Comprehensive Automobile Liability Insurance.**

Procure Comprehensive Automobile Liability insurance to cover owned, non-owned, and hired vehicles with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause.

### **3. Owner's and Contractor's Protective Liability Insurance.**

Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Insurance

#### **4. Workers Compensation and Employer's Liability Insurance.**

Procure Workers Compensation Insurance according to the requirements of the laws of this State and include an all-states endorsement to extend coverage to any state that may be interpreted to have legal jurisdiction. Provide Employer's Liability Insurance with the following minimum limits of liability:

1. \$1,000,000 each accident.
2. \$1,000,000 Disease each employee.
3. \$1,000,000 Disease aggregate limit.

#### **5. Excess Liability Insurance.**

Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$10,000,000. Ensure the Excess Liability Insurance policy takes effect (drops down) if the primary coverage is impaired or exhausted. Ensure the excess or umbrella policy has the same terms and conditions as the primary underlying coverage.

#### **6. Marine Liability Insurance.**

If construction operations require marine operations, procure Marine Liability Insurance with a minimum limit of liability in the amount of \$2,000,000 per occurrence. Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Premises and operations.
4. Products and completed operations.
5. Independent contractors.
6. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
7. Severability of Interest/Separation of Insureds.

If construction operations requires marine operations, including working from a barge or ship, or unloading material from a barge or ship on a navigable waterway in the United States, ensure the policy is endorsed to include US Longshore and Harbor Workers coverage and Jones Act coverage.

#### **7. Pollution Liability Insurance**

Procure Contractor's Pollution Liability insurance for bodily injury and property damage with minimum limits of liability in the amounts of \$5,000,000 per occurrence and \$10,000,000 aggregate. Ensure that the pollution liability insurance meets the policy requirements specified in A. Policy Requirements.

If the policy is written on an occurrence form, ensure it will remain in effect until Acceptance, and ensure that completed operations coverage is provided for a period of no less than 2 years after Acceptance. If the policy is written on a claims-made basis, ensure an Extended Reporting Provision coverage is maintained for a period of no less than 2 years after Acceptance. Ensure the policy provides coverage for:

Bodily injury and property damage to third parties.

Natural resource damages.

Environmental cleanup including restoration or replacement costs.

Legal defense.

Transportation of waste material by or on behalf of the Contractor away from the Project Limits.

Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Contractor for disposal of waste.

Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.

Severability of Interest/Separation of Insureds.

Per project aggregate.

Ensure the policy does not contain any exclusions or limitations for:

Liabilities Assumed under an insured contract.

Lead, silica, or asbestos.

Underground storage tanks.

Insured versus insured exclusion that restricts coverage to the State.

Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company indicating the coverage, limitation of coverage, term of coverage, and cost of the pollution liability insurance policy.

## **Description of Diverted Properties**

## **DESCRIPTION OF GREEN ACRES DIVERSION PARCELS**

The Delaware and Raritan Canal State Park is 100 feet wide at the I-95 crossing. The NJDOT has a 110-foot right-of-way traversing the Canal. The proposed improvements associated with the I-95/Scudder Falls Bridge Improvement project would necessitate the acquisition of two (2) parkland parcels from the Delaware and Raritan Canal State Park totaling 0.358 acres. The two parcels exist northwest and southeast of I-95 over the Canal where the proposed Route 29 exit and entrance ramps would be located.

Northwest of I-95, the Delaware and Raritan Canal State Park parcel is situated between the Route 29 northbound lanes and Upper River Road (State Route 175). Upper River Road supports single family residential development on the northside of the street. The area between Upper River Road and the Canal is dominated by a maturing forest which is approximately 15 feet wide. Only a hedgerow of trees exists between the northbound lanes of Route 29 and the Canal due to the horizontal alignment of the highway.

Southeast of I-95, the Delaware and Raritan Canal State Park parcel is also situated between the Route 29 northbound lanes and Upper River Road (State Route 175). The land use along Upper River Road consists of the on-ramp from Upper River Road to northbound I-95 as well as the New Jersey State Police property. Near Upper River Road, the New Jersey State Police property is primarily forested. The area between the northbound lanes of Route 29 and the Canal is dominated by maturing forest. The width of the forest widens to the south as a result of the curve along Route 29.

# **Summary of Threatened and Endangered Species Mitigation**

## **Mitigation of Potential Impacts to Threatened and Endangered Species**

The New Jersey Department of Environmental Protection issued a Flood Hazard Area Individual Permit/Freshwater Wetland Individual Permit for the Delaware River Joint Toll Bridge Commission's I-95/Scudder Falls Bridge Replacement Project on June 20, 2013. The permit included conditions for the protection of various threatened and endangered species. The specific mitigation measures for protected species within the project area include the following:

- To prevent adverse impacts to Atlantic sturgeon (*Acipenser oxyrinchus*) and/or shortnose sturgeon (*Acipenser brevirostrum*) migrating, foraging, spawning or egg/larval development, any in-water activity which produces or generates noise, vibrations or sedimentation is prohibited between March 15 and June 30 of each calendar year. In addition, any activity within the 100-year floodplain or flood hazard area of the Delaware River or Reeders Creek which could introduce sediment into said watercourse or which could cause an increase in the natural level of turbidity is also prohibited during this period. The NJDEP reserves the right to suspend all regulated activities on-site should it be determined that the proper precautions have not been taken to ensure continuous compliance with this condition.
- In order to avoid disturbance to adult shortnose sturgeon attempting to migrate or spawn in or around the project site, construction or demolition activities occurring "in-the-dry" via the use of cofferdams but which generate noise and/or vibrations should be avoided to the greatest extent practicable between March 15 and May 31 of each calendar year.
- The DRJTBC will develop and submit for review and approval to the NJDEP a proposed "Threatened and Endangered Species Survey Protocol" designed to update the previous 2004 survey results regarding the occurrence of yellow lampmussel (*Lampsilis cariosa*) and triangular floater (*Alasmidonta undulate*). The protocol will propose both visual survey and random excavation survey techniques (as described in Smith *et al.*, 2001 – *Survey Protocol for Assessment of Endangered Freshwater Mussels in the Allegheny River, Pennsylvania*), must comprehensively cover the project area as well as all waters within 100 meters upstream and 300 meters downstream of the project site, and must identify the Contractor(s) who would perform the survey and identify their experience in performing aquatic surveys. The protocol must indicate that surveys be conducted between May 1 and September 30 of the calendar year, noting that further refinement within that window must be exercised to ensure that the actual conditions in the subject watercourse are appropriate for the collection of accurate and representative data for the species in question. Surveys should be limited to days when daily discharge is equal to or less than 5,000 cfs, based upon readings obtained from the closest USGS stream monitoring station (i.e., Delaware River at Trenton). Coordination with the NJDEP Endangered and

Nongame Species Program (ENSP) will be conducted prior to finalizing the project protocol. The survey will not commence until written authorization is provided by the NJDEP. After the survey has been completed, the NJDEP will review the results. If no mussels are found and the NJDEP agrees with the survey results, the project can commence. If the NJDEP finds the results unsatisfactory, the NJDEP will require appropriate corrective actions be taken. If the NJDEP finds that the approved survey indicates that State or Federally listed mussel species occur anywhere in the required survey area, the DRJTBC will propose an "Impact Avoidance and Mitigation Plan" designed to protect the identified mussel species which occur both in the project areas as well as in available habitat downstream of the project site.

- The Impact Avoidance and Mitigation Plan will identify all possible areas of project redesign or minimization (size or location of temporary workspace, construction buffers, access areas, etc.) to eliminate potential adverse impact to State or Federally listed mussels as well as all Best Management Practices such as use of appropriate timing restrictions, cofferdams, sediment barriers or silt curtains, and controls over alterations to water pH within the project area which will be employed prior to, during, and following implementation of the activities. If impact avoidance is not feasible and all feasible project minimizations, redesigns, or avoidance alternatives have been exhausted, relocation procedures as outlined in the 2010 *Freshwater Mussel Mitigation Proposal* may be warranted. However, before approving such measures, a protocol for monitoring relocated individuals for a minimum of three years must be incorporated into the mitigation plan. In addition, more details on how "similar habitat" will be chosen for relocation areas must be provided. Details for areas of riverbed restoration should be submitted demonstrating that restoration efforts have focused upon the habitat needs of freshwater mussels (and sturgeon). Relocating freshwater mussels will be considered a last resort and only undertaken when there are no acceptable alternatives to minimizing impacts to listed species.
- In order to avoid adverse impacts to the State and Federally listed Indiana bat (*Myotis sodalist*), no more than 5 trees greater than 5-inches dbh per linear mile may be cleared between April 1 and September 30 of any given year.
- In order to prevent adverse impacts to the State listed and Federally protected bald eagle (*Haliaeetus leucocephalus*), the DRJTBC will ensure that all project activities remain outside of State bald eagle nest buffers, and remain consistent with the National Bald Eagle Management Guidelines. The DRJTBC will contact the NJDEP each year on or before December 1 to request updated information on any bald eagle nests, foraging areas, and communal roost areas known in the vicinity of the project site. New or relocated bald eagle nests observed during the course of any construction may require additional coordination with State or Federal agencies. The DRJTBC must contact the USFWS-NJFO for technical assistance if the Guidelines cannot be implemented at any point during the duration of the construction project. Note that a USFWS

permit will be required if eagles will be disturbed under the Bald and Golden Eagle Protection Act.

- In order to prevent adverse impacts to the State listed peregrine falcon (*Falco peregrinus*), the DRJTBC will ensure that no new construction or demolition is initiated between March 1 and July 15 of any calendar year. Once construction or demolition activities are under way, activities are permitted to proceed into the restriction window. Should peregrine falcons attempt to nest on the bridge structure at any time while active construction activities are under way, coordination must be initiated with the Pennsylvania Game Commission and NJDEP ENSP staff. The DRJTBC will also install at least 2 suitable nest structures for peregrine falcon on the opposite side of the bridge as the pedestrian walkway, or demonstrate that bridge design itself facilitates the same opportunity for nesting.
- The DRJTBC will comply with the requirements of the June 11, 2010 and September 28, 2010 correspondence/Biological Opinion and/or any subsequent revisions thereto, provided by the National Marine Fisheries Service concerning impacts to shortnose and/or Atlantic sturgeon.
- The DRJTBC will immediately contact the NJDEP if compliance with the above conditions be imperiled, or if compliance with the conditions of any other State or Federal agency conflict with or hamper compliance with these conditions.

The National Marine Fisheries Service issued a Biological Opinion for the project on June 11, 2010. The Biological Opinion noted that the following measures will be incorporated into

- In-river construction and removal of the four causeways and cofferdams will be scheduled outside the period March 15 through June 30 in order to prevent disruption of shortnose sturgeon spawning and effects on this species' eggs and larvae. A determination will be made during the final design phase of the feasibility of extending this moratorium to July 15 to protect river herring (alewife and blueback herring), which are important as prey for predatory fish species, during the end of their spawning period.
- A Spill Prevention Control and Countermeasures Plan (SPCP) will be developed to prevent spills from entering the river during construction. Additionally, an SPCP will be prepared to address spills from vehicles using the bridge when construction is completed.
- A debris management plan will be developed and implemented during all phases of construction within the river.

- Turbidity barriers and other erosion/sedimentation controls will reduce in-river sedimentation.
- Water temperature will be monitored between March 1 and July 15 to ensure that no in-water work will occur outside of cofferdams beginning when mean daily water temperature is 8° Celsius and ending 28 days after the mean daily water temperatures reaches 18° Celsius. A report on water temperature monitoring will be provided to NMFS prior to November 1 of each year.
- A water quality monitoring plan will be developed and submitted to NMFS for approval. The plan will be implemented during all in-water construction activities conducted between March 15 and June 30. Parameters to be monitored will include temperature, TSS, and turbidity. Downstream levels will be compared against upstream background levels. A water quality monitoring report will be submitted to NMFS within 90 days of the end of the monitoring period each year in which in-water work was conducted.
- A cofferdam monitoring plan will be developed and submitted to NMFS at least 60 days prior to the beginning of the first construction season in which cofferdams will be constructed in the Delaware River. The plan will monitor potential overtopping between March 15 and June 30. If overtopping is noted, this will be reported to NMFS within 24 hours of the event. Monitoring reports will include the date of overtopping, flow conditions in the river in cubic feet per second (cfs), water depth in the cofferdams, and any visual observations of fish. In the event of cofferdam overtopping, prior to complete dewatering any adult shortnose sturgeon entrapped within the cofferdam will be identified and removed. A report will be provided to NMFS within seven days of any dewatering following overtopping, and will include estimated volume of water removed and any visual observations of fish.
- At least 30 days prior to construction of each cofferdam and installation of piles, a site survey will be conducted to document water depth, water velocity, and substrate type in the area where the cofferdam will be constructed and the piles installed. This information, along with as-built details of the specific cofferdam and pile, will be submitted to NMFS within 60 days after completion of each cofferdam or pile-supported trestle causeway.
- The piles for the trestle and steel sheeting used to construct the cofferdams will be vibrated into place, where feasible. Otherwise, they must be driven.
- Five cofferdams will allow construction of the new bridge piers “in the dry”. Similarly, seven cofferdams will allow demolition of the existing bridge piers “in the dry”. This will prevent any fish, including shortnose and Atlantic sturgeon, and their eggs and larvae from entering river bottom areas where they may be injured or killed.

- The causeways will be constructed as a temporary trestle to minimize the affected footprint and impacts to fish passage and substrate within the Delaware River.
- Prior to heavy pile driving, each pile will be tapped with the hammer to encourage nearby fish to move out of the area.
- Some bridge drainage scuppers will be eliminated in construction of the new bridge, with the majority of the stormwater directed to land-based passive treatment. This will be an improvement from the existing bridge drainage system.
- The project will also incorporate as mitigation proactive measures to promote the recovery of the shortnose sturgeon. An acoustic receiver will be provided to researchers for use in the project area to record the possible presence of acoustically-tagged shortnose sturgeon. Any sightings of or interactions with shortnose sturgeon will be reported to NMFS within 24 hours. Additionally, observations will be documented on a NMFS documentation form and submitted to NMFS within 48 hours.
- To the extent feasible, shortnose sturgeon habitat in the project area will be restored to pre-construction conditions once construction is complete. A report on habitat restoration will be submitted to NMFS within 90 days of its completion. A survey will be conducted 90 days after habitat restoration activities in order to document the success of the restoration effort. A report of the survey will be submitted to NMFS.
- A mitigation plan for yellow lampmussel, triangle floater, and tidewater mucket will be developed and coordinated with NJDFW. Mitigation options under consideration include pre-construction surveys, relocation to an upstream reach, collection of additional species survey data, or habitat enhancements. Determination of the mitigation option will be made through further consultation with NJDFW.

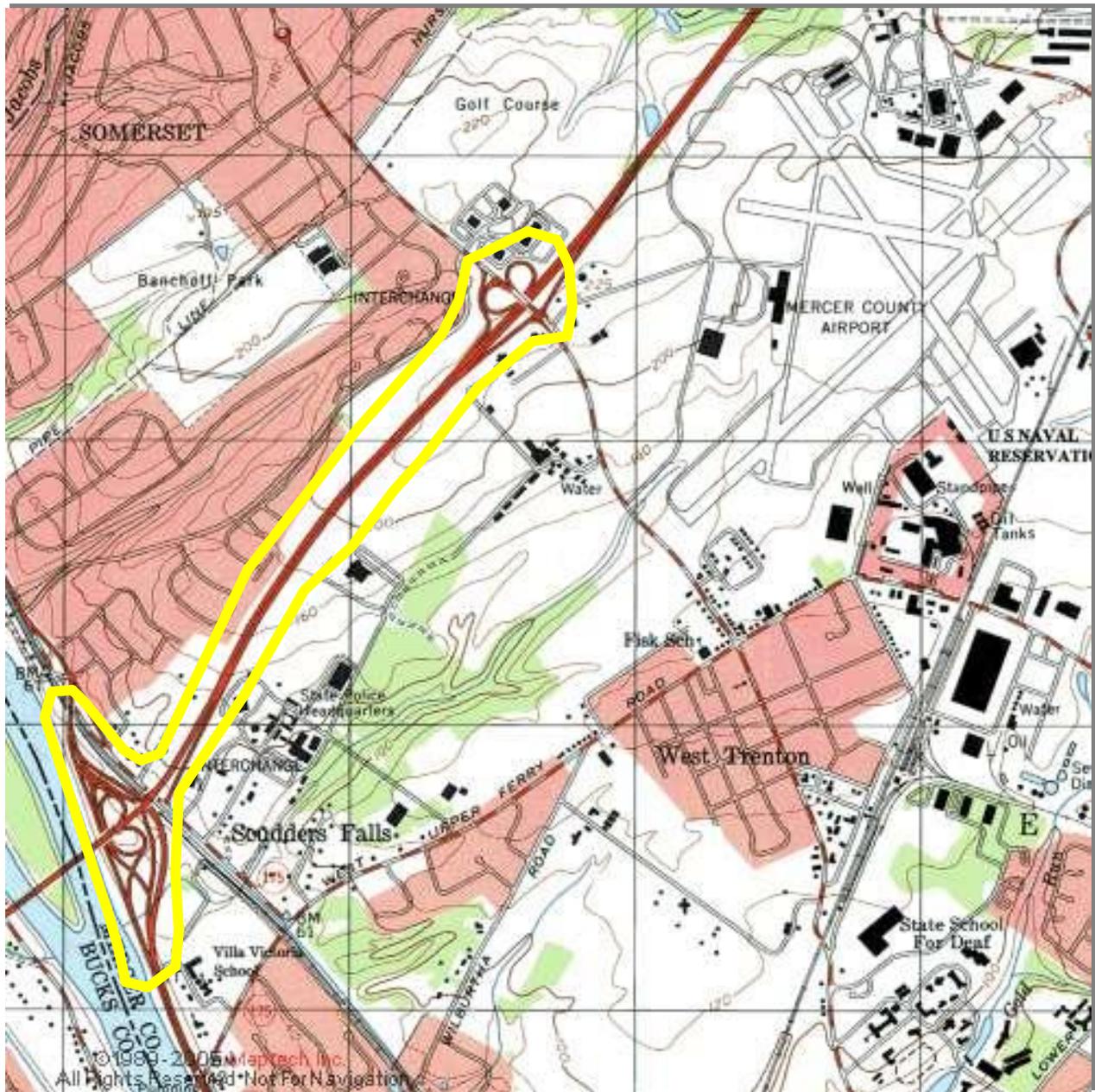
Mitigation measures for the peregrine falcon include:

- Consultation with PGC and monitoring of peregrine falcon activities at the bridge site will continue, and appropriate mitigation measures will be developed with input from PGC to protect nesting habitat for this species.
- Consideration will be given to establishing alternative nesting sites to discourage nesting on the bridge, as well as provision of permanent nesting platforms at suitable locations.

Additional mitigation measures referenced in the Environmental Assessment (EA) and EA Addendum:

- A qualified Environmental Monitor will be on-site to regularly inspect and monitor the mitigation measures that are employed throughout construction.
- The piles for the temporary trestle are to be vibrated in place, where feasible. Otherwise they must be driven. Prior to heavy pile driving, each pile will be tapped with the hammer to encourage nearby fish to move out of the area.

## **USGS Map**



## Project Location Map

Delaware River Joint Toll Bridge Commission  
I-95/Scudder Falls Bridge Improvement Project

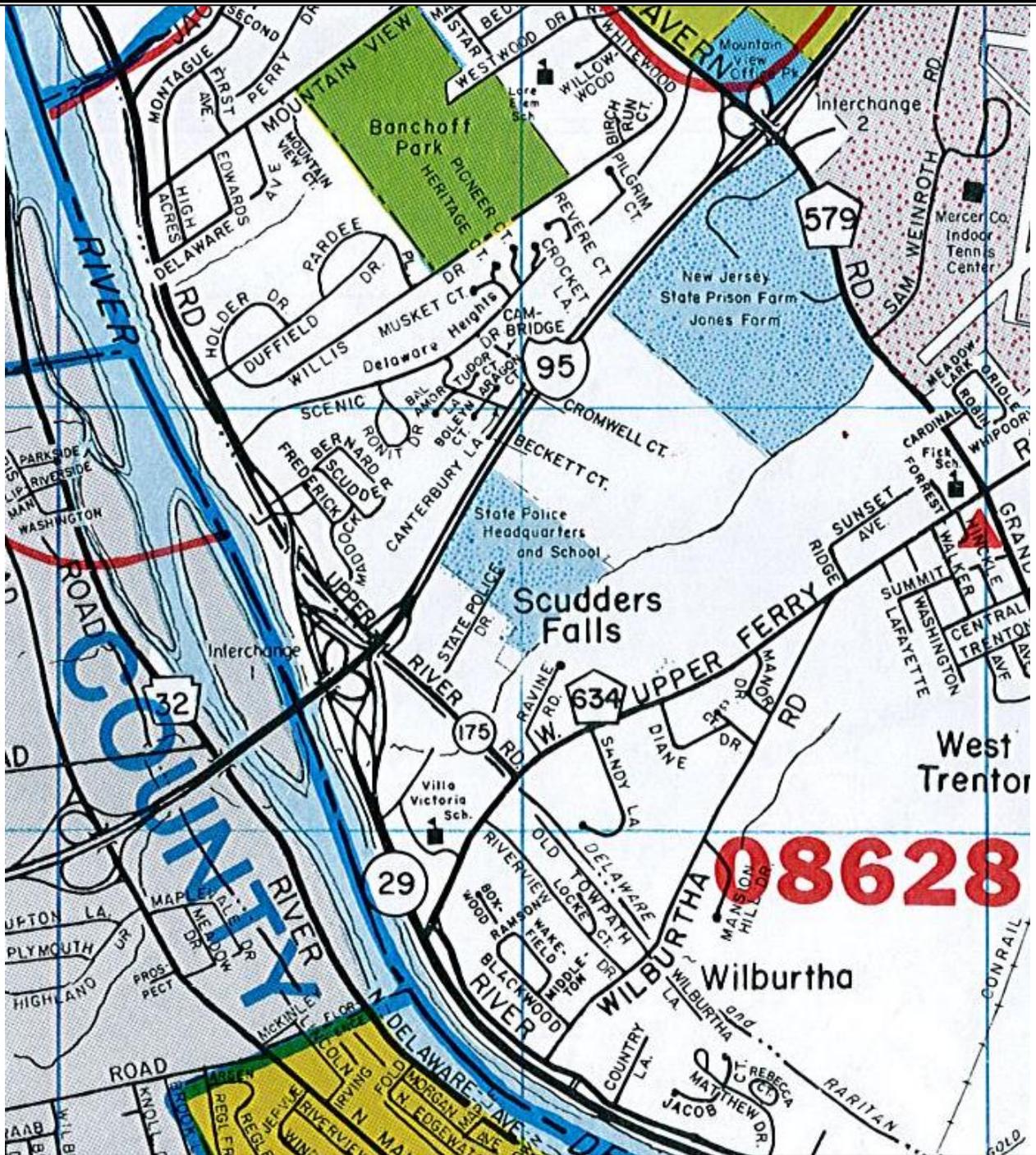
EWING TOWNSHIP, MERCER COUNTY, NEW JERSEY

### FIGURE 1

Source: U.S. Geological Survey  
Trenton West, N.J.-P.A. Quadrangle  
Scale: 1:24,000  
Date: March 2011

**AECOM**

# Road Map



**Road Map**

Delaware River Joint Toll Bridge Commission  
 I-95/Scudder Falls Bridge Improvement Project

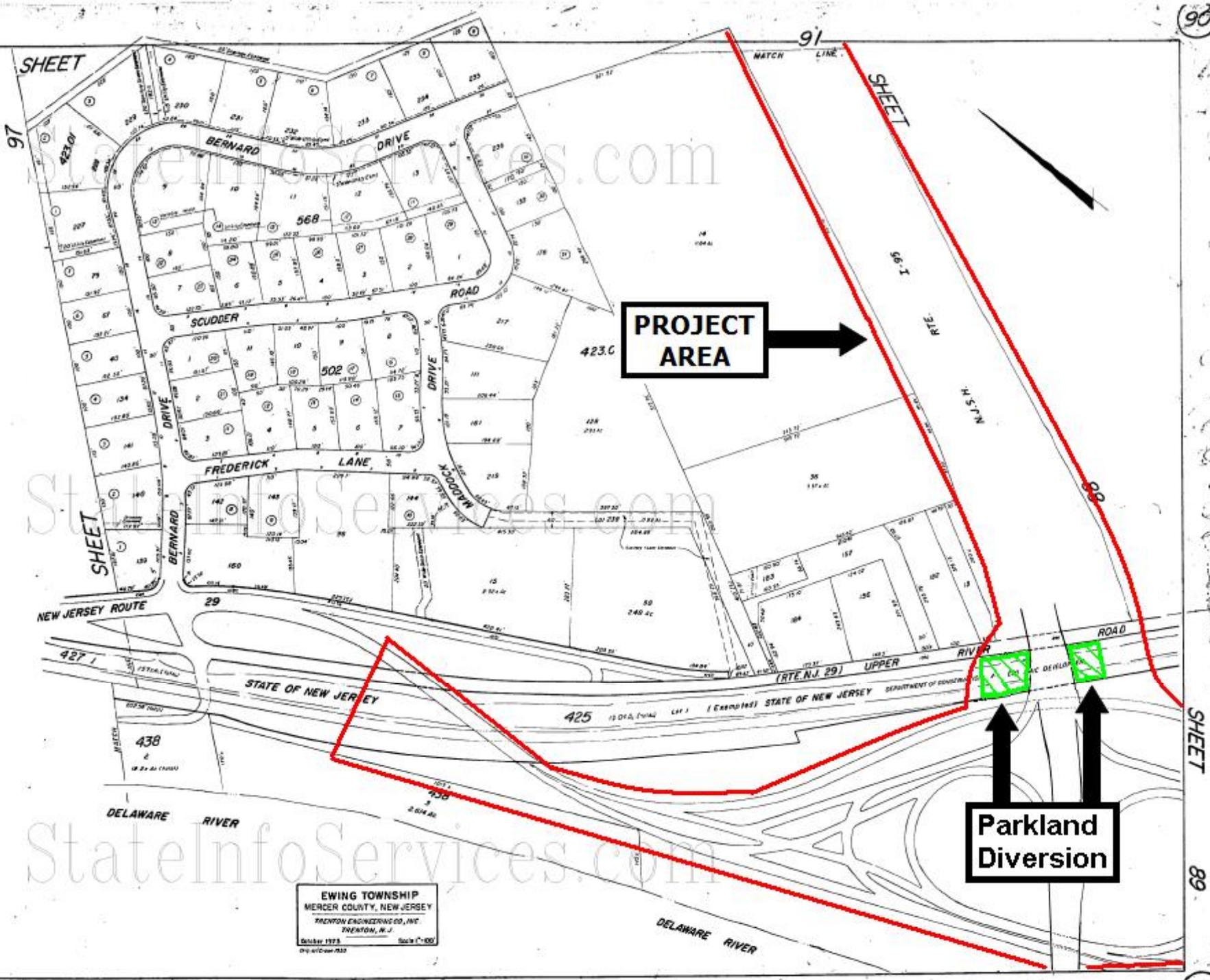
EWING TOWNSHIP, MERCER COUNTY, NEW JERSEY

**FIGURE 2**

Source: Mercer County Street Map  
 Scale: Not to scale  
 Date: March 2011



# **Updated Tax Map for Parkland Diversion**



**PROJECT AREA**

**Parkland Diversion**

EWING TOWNSHIP  
 MERCER COUNTY, NEW JERSEY  
 TACON ENGINEERING CO., INC.  
 TRENTON, N.J.  
 MAY 1973 Scale 1"=100'  
 DWG. #124-032

**Aerial Map Depicting Parkland Diversion Parcels and  
the Pedestrian/Bikeway Connection to the Canal  
Towpath**



1 inch = 200 feet

**LEGEND**

-  Memorandum of Agreement Area
-  Bike/Pedestrian Facility
-  Green Acres Parkland Diversion Area
-  Ewing Twp Tax Parcels

**I-95/SCUDDER FALLS BRIDGE IMPROVEMENT PROJECT**

**NJDEP Green Acres Program Proposed Parkland Diversion**



**AECOM** **February 2015**

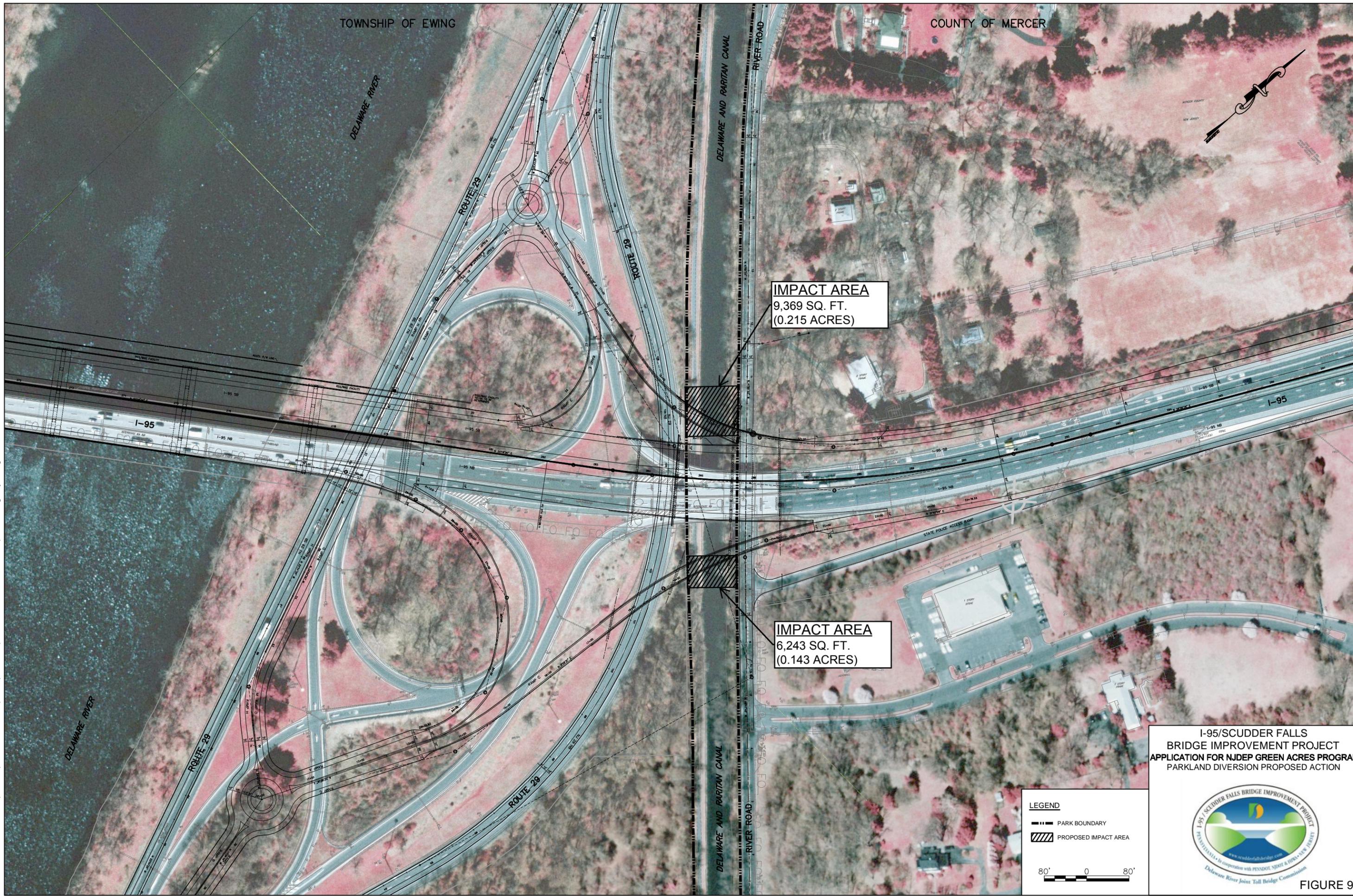
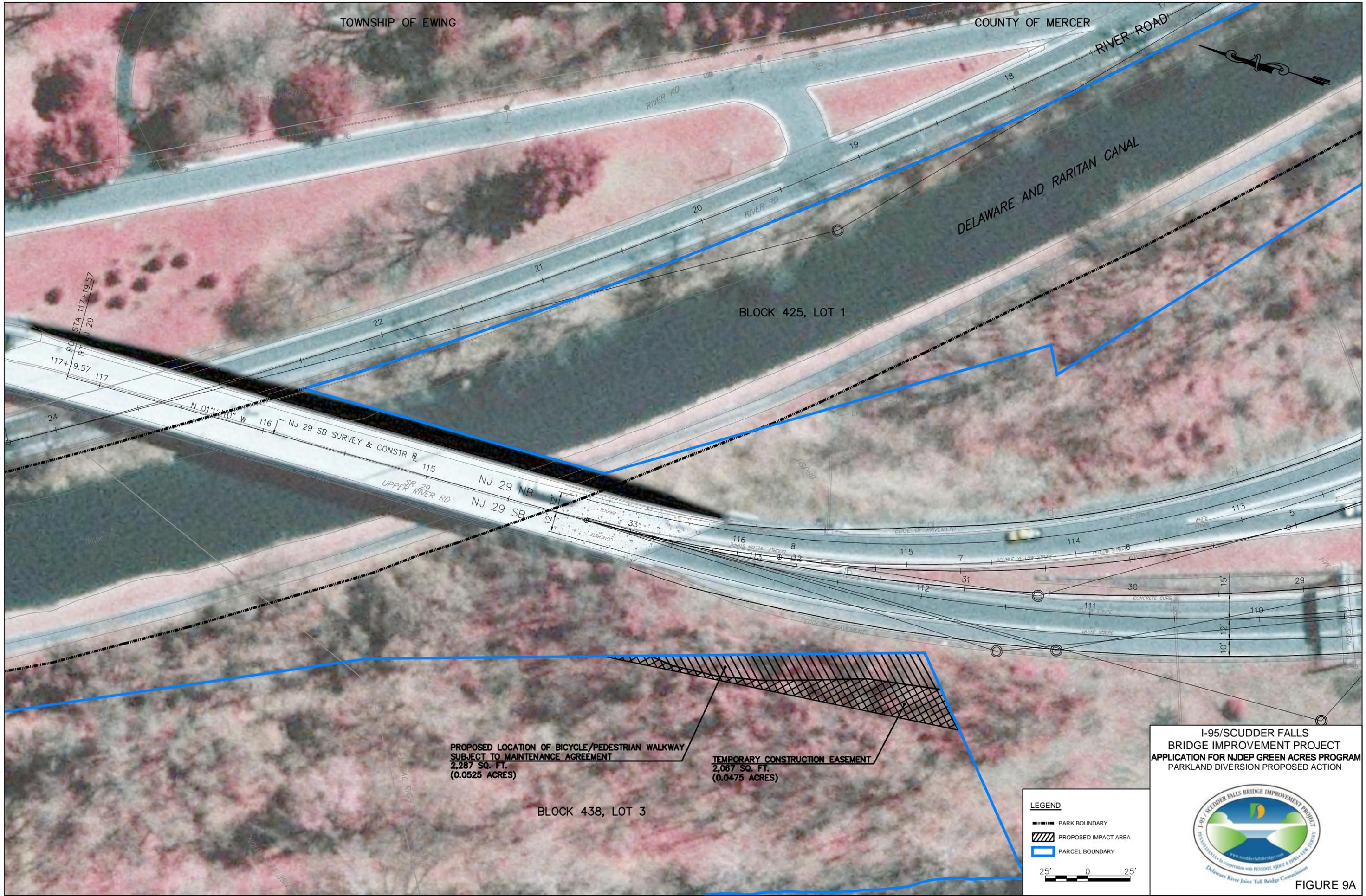


FIGURE 9

Jul, 12 2012 02:59 pm I:\Scudder Falls\CAD\Sheets\NJDEP Green Acres Impacts-Fig9A.dwg By: DigiovanniG



TOWNSHIP OF EWING

COUNTY OF MERCER

RIVER ROAD

DELAWARE AND RARITAN CANAL

BLOCK 425, LOT 1

BLOCK 438, LOT 3

**PROPOSED LOCATION OF BICYCLE/PEDESTRIAN WALKWAY  
SUBJECT TO MAINTENANCE AGREEMENT  
2,287 SQ. FT.  
(0.0525 ACRES)**

**TEMPORARY CONSTRUCTION EASEMENT  
2,067 SQ. FT.  
(0.0475 ACRES)**

**I-95/SCUDDER FALLS  
BRIDGE IMPROVEMENT PROJECT  
APPLICATION FOR NJDEP GREEN ACRES PROGRAM  
PARKLAND DIVERSION PROPOSED ACTION**

**LEGEND**

- PARK BOUNDARY
- PROPOSED IMPACT AREA
- PARCEL BOUNDARY

25' 0 25'



FIGURE 9A