

## RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the **New Jersey Department of Environmental Protection** (hereinafter "Department") and **County of Passaic** (hereinafter "Grantee"). This Agreement authorizes Grantee, and its affiliates, together with its environmental consultants, experts, engineers and contractors (collectively "Contractors") to enter a portion of **Long Pond Ironworks State Park** located on Block **4601**, Lot(s) **8** on the Tax Map of **West Milford Township**, County of **Passaic**, State of New Jersey (the "Property") for the purposes described in this Agreement, within the area depicted on the Map of the Property attached as Exhibit A (hereafter, "the Access Area").

**WHEREAS**, the Department administers the **Long Pond Ironworks State Park** under the authority of N.J.S.A. 13:1L-1 *et seq.*; and

**WHEREAS**, Grantee submitted a Request to Use State Property ("RUP") form, RUP# **2025-063**, on **January 17, 2025**, requesting permission to enter the Property to perform the activities listed in the Scope of Work (Exhibit B) (hereafter, "the Project") within the Access Area; and

**WHEREAS**, after completing its review of the RUP, the Department has agreed to allow Grantee and its Contractors to enter the Property to perform the activities listed in the Scope of Work (Exhibit B) within the Access Area (Exhibit A), subject, as applicable, to the Special Conditions listed in Exhibit C; and

**NOW THEREFORE**, for the purposes set forth above and in consideration of the recitals and mutual promises contained herein, the Department and Grantee agree as follows:

1. **GRANT OF ACCESS**

- a. The Department hereby grants Grantee and its Contractors a non-exclusive right to enter the Property solely to perform the activities listed in the Scope of Work (Exhibit B) within the Access Area identified on Exhibit A, subject to the conditions of this Agreement, including any Special Conditions listed in Exhibit C.
- b. Grantee and its Contractors shall ensure that any gates to the Access Area are closed and locked when leaving the Property and shall secure the Access Area during the Project.
- c. Grantee and its Contractors will clearly mark/stake the area where the Grantee and its Contractors are performing any work on the Property.
- d. It is expressly understood that the access rights conferred on Grantee under this Agreement are temporary, and that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee interest,

license, or legal interest in, or right of occupation of, the Property to Grantee or to its Contractors.

- e. Grantee and its Contractors, in exercising the rights granted hereunder, shall not unreasonably interfere with the Department' and the public's access to or ability to safely use or occupy the Property
- f. In the event of an unsafe condition or emergency affecting the public health, safety or welfare, the Department shall restrict Grantee's access to the Property immediately until such time that access can be safely reinstituted. Such restriction shall not constitute a breach of the Agreement on the part of the Department.

2. **TERM; RENEWAL; TERMINATION**

- a. This Agreement shall expire two (2) years after the Effective Date or when the Project is complete, whichever occurs earlier, unless extended pursuant to Paragraph 2b or unless sooner terminated pursuant to Paragraph 2c.
- b. For good cause shown, the Department may extend the term of this Agreement for up to one (1) year. Such extension shall be in writing as an amendment to this Agreement.
- c. The Department reserves the right to terminate this Agreement at any time upon sixty (60) days' notice. In the event of a breach of the Agreement, the Department shall give Grantee notice of the breach. Grantee shall then have thirty (30) days from the date of notice to begin to cure the breach, and an additional thirty (30) days to substantially cure said breach. If Grantee does not cure the breach within sixty (60) days, the Department reserves the right to terminate this Agreement immediately, without any advance notice.

3. **NOTICES**

- a. Grantee will notify the Department at least seven (7) days in advance of commencing any work related to the Project on the Property. Notification shall be provided pursuant to Paragraph 3b.
- b. Except for certain communications pertaining to termination of this Agreement, the parties hereto agree that all submissions, approvals, and notices which may be required under this Agreement shall be sent by email to the addresses listed below and the subject line must include "LE25-033 North Boat Launch Barge Staging ROE (Long Pond Ironworks SP)":

Department: Department of Environmental Protection  
Office of Transactions & Public Land Administration  
Public Land Administration Section  
Mail Code 401-07, PO Box 420  
Trenton, New Jersey 08625-0420



PublicLandAdministration@dep.nj.gov

And copy to: Eric Pain, Superintendent  
Ringwood State Park  
1304 Sloatsburg Road,  
Ringwood, NJ 07456  
(609) 259-6969  
Eric.Pain@dep.nj.gov

Grantee: County of Passaic  
FIRST NAME LAST NAME  
ADDRESS LINE 1  
ADDRESS LINE 2  
MUNICIPALITY, New Jersey ZIP  
EMAIL

- c. Either Grantor or Grantee may, at any time, change such address by emailing to the address above a notice of the change at least ten (10) days prior to such change. Such change will not take effect until the other party acknowledges receipt of the notice.
- d. Any termination notice served on Grantee by the Department shall sent via certified mail, return receipt requested,

4. **OTHER PERMITS AND APPROVALS**

- a. Grantee and its Contractors shall, in all activities undertaken pursuant to this Agreement, comply with all federal, State, and local laws, statutes, orders, ordinances, rules, and regulations.
- b. Grantee and its Contractors shall obtain, maintain, and comply with any and all licenses, permits, and approvals which may be required by any federal, State, or local governmental entity having jurisdiction over the Project.
- c. Before beginning the Project, Grantee, and its Contractor(s) shall provide documentation to demonstrate that they have obtained all necessary permits and approvals from the Department's Division of Land Resource Protection or other Department programs with jurisdiction over the Project. Grantee shall also provide the Department with copies of any approvals or permits that identify and place timing restrictions on any work associated with the Project.

5. **PERFORMANCE; SITE RESTORATION**

- a. The Project shall be performed in a workmanlike manner, and appurtenances shall be maintained in good condition and repair.
- b. Grantee and its Contractors shall take all reasonable precautions to minimize damage or disturbance to the Property from the Project. Prior to completion of

the Project or termination of this Agreement, Grantee and its Contractors shall restore the Property, including the Department's personal property damaged by the Project, to the same condition as of the Effective Date of this Agreement subject to the final approval of the Department, which approval shall not be unreasonably withheld.

- c. Neither Grantee nor its Contractors shall permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors', or subcontractors' liens with regard to Project on the Property. Grantee shall cause Grantee's Contractors to hold the Department harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

#### 6. INDEMNIFICATION

- a. Grantee and its Contractors shall release and hold the Department harmless for loss of or damage to property and equipment of Grantee and its Contractors while such property or equipment is in or on the Property.
- b. Grantee shall cause itself and all of its contractors to indemnify, defend, and hold harmless the Department from all Claims asserted against the Department which result from Grantee's and/or Grantee's Contractors' negligence or willful misconduct in performance under this Agreement. "Claim(s)" are defined as "claims, demands and causes of action asserted by any person (including the Department, Grantee, and Grantee's Contractors or any other third party) for personal injury or death or for loss of or damage to property arising from the Project." All Claims shall be provided to all parties within a reasonable time of receipt.
- c. All claims asserted against Department shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. Nothing in this Agreement shall be construed as a waiver by Department of any warranty, express or implied, or of any remedy at law or in equity.

#### 7. INSURANCE

- a. Prior to entering the Property under this Agreement and prior to the initiation of the Project, Grantee and its Contractors shall provide to the Department in form satisfactory to the Department a certificate of insurance evidencing that the insurance coverage required under this Agreement is in effect for each entity. The certificates of insurance shall require that the insurer provide thirty (30) days' notice, in writing, to the Department prior to any cancellations, expiration, or non-renewal during the term of the insurance. All Certificates of Insurance shall become part of this Agreement as part of **Exhibit D**.
- b. While accessing and performing the Project on the Property, Grantee shall, at its sole cost and expense, obtain and maintain at all times during the term of



this Agreement, insurance for damages arising out of the access or Project provided under this Agreement, of the types and in the amounts hereinafter provided:

- (i) **Workers' Compensation:** Workers' Compensation Insurance covering full benefits afforded under New Jersey Statute and **Employers Liability** with a limit of \$1,000,000. A waiver of subrogation in favor of the Department is required if available from the insurer.
- (ii) **Automobile Bodily Injury & Property Damage:** Commercial Automobile Liability Insurance covering owned, leased, hired and non-owned vehicles with limit of at least \$1,000,000 Combined Single Limit (CSL) per occurrence. If hauling contaminants, vehicles and their operators must adhere to Sections 29 and 30 of Motor Carrier Act, which shall include Form MCS-90. If applicable, grantee shall also be insured in the minimum limits required by the Motor Carrier Act of 1980.
- (iii) **Commercial General Liability:** Commercial General Liability Insurance on an 'occurrence' based form with limits of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and/or property damage; \$2,000,000 General Aggregate per project; \$2,000,000 Products/Completed Operations Aggregate; and \$1,000,000 Personal/Advertising Injury Aggregate. Explosion, Collapse & Underground (XCU) perils are not to be excluded.
- (iv) **Umbrella Liability:** Commercial Umbrella Liability Insurance on an 'occurrence' based form with limits of \$10,000,000 Combined Single Limit (CSL) per occurrence and in the aggregate, providing excess coverage over Commercial General Liability, Automobile Liability and Employers Liability. Explosion, Collapse & Underground (XCU) perils are not to be excluded.
- (v) **Commercial Pollution/Environmental Liability:** Commercial Pollution/Environmental Liability Insurance with a limit of no less than \$5,000,000 providing that the Insured becomes legally obligated to pay as a result of Claims for Third Party Bodily Injury or Property Damage, and for Clean-up Costs or Corrective Action from an environmental event.
- (vi) **Contractors Equipment Insurance:** Contractor's Equipment Insurance for mobile equipment and machinery owned/leased by the grantee and utilized during the course of any construction activity (including but not limited to installing, removing, maintaining, or repairing the pipelines). A waiver of subrogation in favor of the "Department of Environmental Protection, the State of New Jersey and its agencies, employers and officers" shall be included.

(vii) Such other insurance and in such amounts as may from time to time be reasonably required by the Department.

- c. Grantee shall require that its agents (including its contractors) secure and maintain in force at all times during the Project or any service and/or conduct of any activity thereon as part of the Grantee's access to and use of the Property, insurance coverage of the types and in at least the minimum amount required under subparagraph (a).
- d. All insurance coverage required to be maintained by Grantee and Grantee's Contractors in accordance with this Agreement shall be issued by an insurance company authorized to conduct business in the State of New Jersey, and shall include the "State of New Jersey, Department of Environmental Protection LE25-033" as additional insureds in the Description of Operations box as their interest may appear and shall list "State of New Jersey, Department of Environmental Protection, Office of Transactions and Public Land Administration, Public Land Administration Section, P.O. Box 420, Mail Code: 401-07, Trenton, New Jersey 08625-0420" in the Certificate Holder box.
- e. Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit Grantee's or Grantee's Contractors' indemnification obligations assumed in this Agreement and shall not be construed to relieve Grantee and its Contractors from liability in excess of such coverage, nor shall it preclude the Department from taking such other actions as are available to them under any provision of this Agreement and as otherwise provided for at law or in equity.
- f. In the event (i) Grantee or its Contractors fail or refuse to renew any of its insurance policies or to provide the Department with timely certificates of insurance showing that Grantee and its Contractors are maintaining insurance coverage in full force and effect to the extent required by this Agreement, or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the Department shall consider Grantee to be in default and to have breached this Agreement.

8. **MISCELLANEOUS PROVISIONS**

- a. This Agreement is binding upon and inures to the benefit of the Department and Grantee and their respective executors, administrators, personal representatives, successors, transferees, lessees, and assigns. The Department will require future tenants and subtenants to comply with the terms of this Agreement. The Department shall provide prior written notice to Grantee of any conveyance.
- b. The rights and obligations under this Agreement may not be transferred or assigned by any party without prior written notice to and approval by the other parties, which shall not be unreasonably withheld. Such transfer or assignment



shall be in writing and signed by all parties.

- c. This Agreement constitutes the parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.
- d. The Department and the Grantee acknowledge that this Agreement has been negotiated at arms' length and therefore agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this instrument.
- e. This Agreement is not and shall not be construed as an admission of any issue of fact or law or as an admission or adjudication of any liability and shall not be admissible in any other suit or proceeding, except a suit or proceedings to enforce the terms herein.
- f. If any part of this Agreement is for any reason found to be unenforceable, all other portions nevertheless shall remain enforceable.
- g. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.
- h. This Agreement must be construed, and its performance shall be enforced, under New Jersey law, without regard to choice of law principles.
- i. Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such party.
- j. Any amendments to this Agreement must be in writing and executed by both parties.

9. **SIGNATURES**

This Agreement may be executed by facsimile and/or electronic signatures, which shall be treated as originals for all purposes, and may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument. This Agreement shall become effective and binding when one or more counterparts hereof, individually or taken together, shall bear the signature of both parties.

10. **EXHIBITS**

The following Exhibits are hereby appended to, and incorporated into this Agreement by reference:

**LE25-033**

**IN WITNESS WHEREOF**, the parties hereto are authorized and have executed this Agreement on the day and year first written below.

**DEPARTMENT:**

**DEPARTMENT OF ENVIRONMENTAL  
PROTECTION**

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

By: \_\_\_\_\_  
John Cecil, Assistant Commissioner  
State Parks, Forests, and Historic Sites

**GRANTEE:**

**COUNTY OF PASSAIC**

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

By: \_\_\_\_\_  
**PLEASE ENTER INDIVIDUAL AUTHORIZED**

**TO SIGN**



Exhibit A – Map of Property

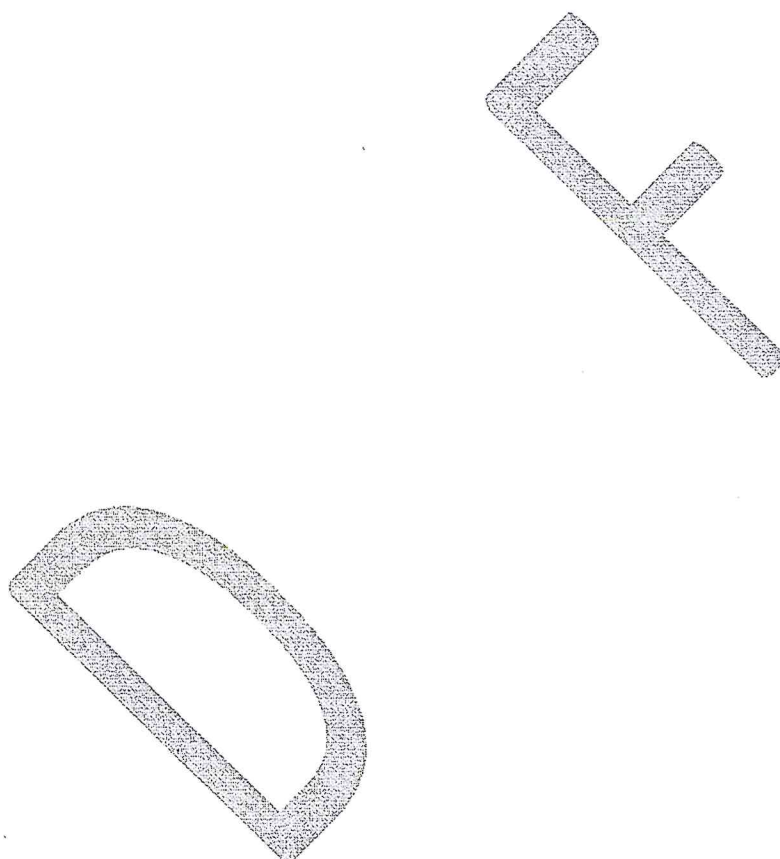


Exhibit B – Scope of Work

Grantee must perform work on the Greenwood Lake Turnpike Bridge, and to do so will need access to the space below the bridge within the Monksville Reservoir (part of Long Pond Ironworks State Park), owned by the Department, to place a barge and perform work onto the bridge. Grantee shall be permitted to do the following:

- 1) Lower the barge from the bridge into the reservoir with a crane.
- 2) Store and work from the barge for approximately one month.
- 3) Remove the barge via crane onto the bridge to be transported off-site when the project is completed.

Grantee shall not construe this Agreement as any approval of any proposed future projects and shall be required to make a separate request for any such proposal that requires the use of the Department's land.



**Exhibit C - Special Conditions**

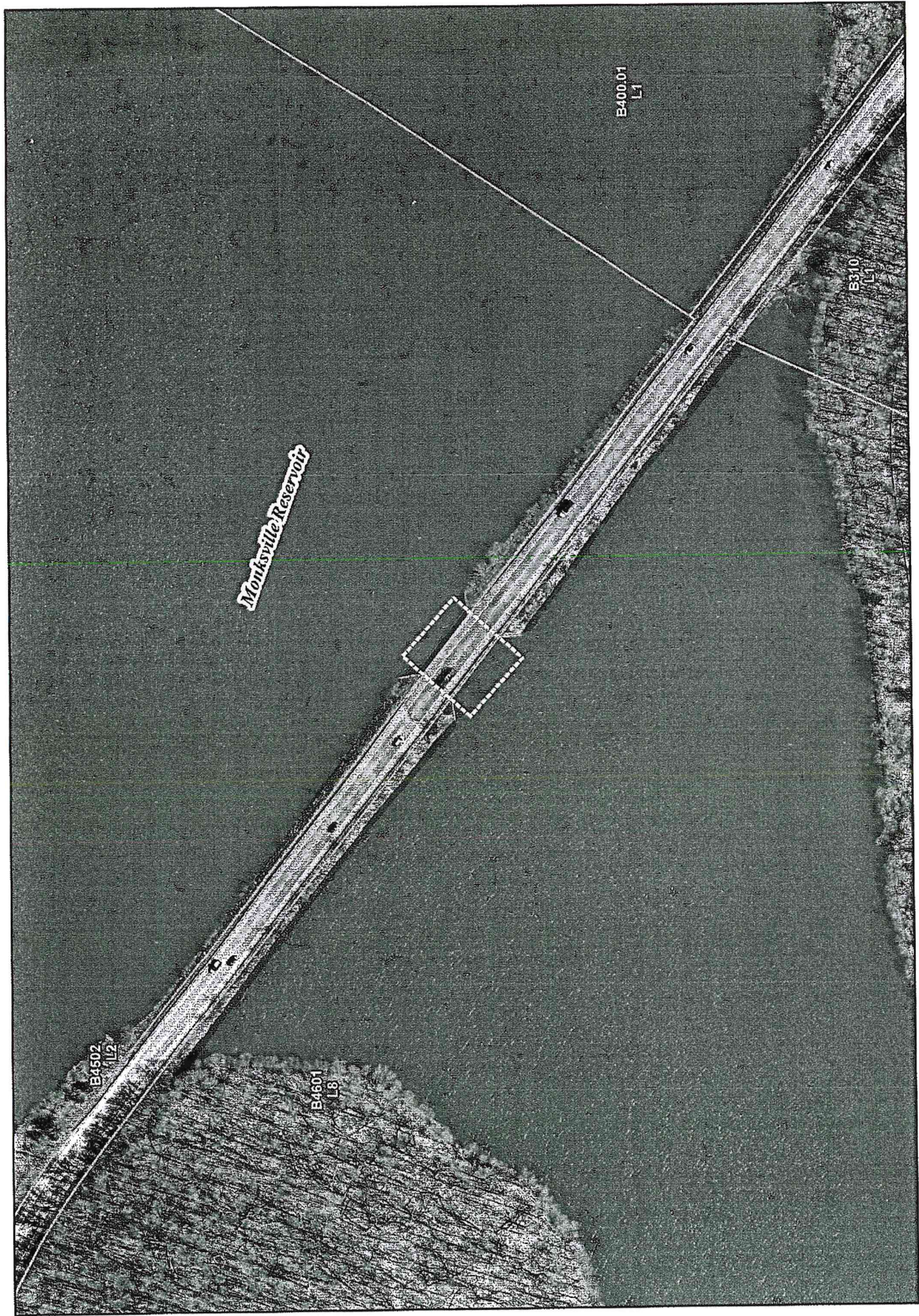
- Grantee shall provide public notification of the Project and impacts that the project may have on recreational boating and fishing

RF

**Exhibit D – Certificates of Insurance**

DAF





**(LE25-033) Exhibit A – Map of the Property  
Long Pond Ironworks State Park  
West Milford Twp, Passaic County**

Access Area  
State Open Space