

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Name of Use: Survey

Date Permit Reviewed 2005
Reviewed 20__
Reviewed 20__
Expires 03/31/2006

Long Term ☐
Short Term ☒

Permit # **NCR-3100-5700-06.008**
Region Park Type Number

Chesapeake and Ohio Canal National Historical Site
Name of Area

Catoctin Power, LLC, a division of Sempra Energy Resources; 101 Ash Street, HQ01H; San Diego, California 92101; (619) 696-2959 is hereby authorized during the period from **(12:01 am on September 15, 2005)** through **(11:59 pm on March 15, 2006)** to use the following described land or facilities in the above named area:

C&O Canal NHP property near the US Route 15 bridge at Point of Rocks, Maryland (mile 48.20)

For the purpose(s) of **entering project area through the park access at Point of Rocks to conduct survey efforts and collect baseline data needed for easement location, design, and engineering development of the water conveyance and related supply and discharge structures. Work to include:**

- 1. traditional, preferred land survey work; and**
- 2. property boundary and corner survey work.**

NOTE: No drilling on National Park Service property

Authorizing legislation or other authority (RE NPS-53 Appendix 1):
Title 36 CFR 1.6, 2.1, 4.10, 4.11, 4.13, 4.20, 4.21, 5.6, 5.7

NEPA Compliance: CATEGORICALLY EXCLUDED 3.4 E (6) EA/FONSI ___ EIS ___ OTHER APPROVED PLANS

PERFORMANCE BOND: Required ☐ Not Required ☒ Amount: _____

LIABILITY INSURANCE: Required ☒ Not Required ☐ Amount: \$1,000,000.00

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Department of the Interior, National Park Service of the sum of \$0.00 (waived).

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE _____
Signature

Date

Authorizing Official _____
Signature, Superintendent

Date

CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit - No Member of Congress shall be admitted to any share or part of this permit or to any benefit that may arise there from: but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. The permittee and all participants authorized herein must comply with all of the conditions of this permit and with all reasonable directions of the Park Rangers or U.S. Park Police.
9. The area shall be left in substantially the same condition as it was prior to the activities authorized herein, and all litter shall be removed from the park.
10. All precautions will be taken to protect the Park's natural, cultural, and historical resources.
11. All walkways, roadways, and avenues of ingress/egress must remain unobstructed at all times by people, equipment, and vehicles so as not to hamper in any way the normal travel and use of the park by visitors.
12. The National Park Service cannot authorize the closing of a park area to the public or permit the hampering of normal travel and use by the public. Restriction of public access may only be entertained for the security and protection of dignitaries and special guests.
13. The permittee must, at all times, conduct his activities so as to insure the safety of the park visitor and the protection of park resources.
14. INDEMNIFICATION. This agreement is made upon the express condition that the United States, its agents, and employees shall be free from all liabilities and claims for damages and/ or suits for or by reason of any injury, or death to any person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carries on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents and employees from all liabilities, charges, expenses, and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

- a. The permittee shall purchase a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the period of this permit.
- b. The permittee shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this permit, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the permittee's insurance program hereunder. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate

15. **PUBLIC LIABILITY.** The permittee shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$1,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, an umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

- a. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

ACTIVITY DETAIL

1. Area of permitted work will be on U.S. Government owned land administered by the C&O Canal National Historical Park, near the US Route 15 bridge at Point of Rocks, Maryland. Permitted work shall comprise data collection through land survey work.
2. The Permittee must submit a written safety plan prior to the issuing of this permit. The safety plan must show how all OSHA requirements will be met. The C&O Canal NHP vigorously adheres to required safety procedures and practices.
3. A copy of this permit must accompany all work groups, associated with this project, when conducting work on C&O Canal property.
4. All work shall proceed during daylight hours between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday excluding Federal holidays.
5. Traffic on NPS properties is limited to company-owned vehicles. Vehicles must display company identification.
6. Bridge weight restrictions are 15 tons or less. Bridge width restrictions are 11' 6" or less.
7. Speed limits on park roads are as posted. Speed limit on the towpath is 15 mph. Towpath weight restrictions are 12 tons or less. Only single-axle vehicles are permitted on the towpath. Right-of-way shall be given to park visitors, and park and emergency vehicles.
8. For additional safety, Permittee is requested to contact CSX when slow moving vehicles cross the railroad tracks.

9. Permittee to supply letters of approval from adjacent property owners, stating that the proposed work can be conducted on their property. Access to their property will be through C&O Canal NHP. The permit will not be issued without project concurrence from these other property holders.
10. Any deviations from the work described herein will be reviewed by Park staff. Work shall not proceed without official approval from Park staff.
11. Park visitors shall not be detained from travel for more than five minutes. It shall be the responsibility of the permittee to provide flaggers and appropriate signage to ensure safe passage of visitors through work zones that interfere with an open roadways, parking lots, towpath, sidewalks, or hiking trails.
12. Weather conditions may prohibit access to the park. Occurrence of rain or windstorms within 24 hours of designated work date may make the area inaccessible to vehicular travel. Potomac River level may also impact accessibility of designated worksite. Catocin Power, LLC shall contact Charles Barnhouse, Acting Maintenance Supervisor, Monocacy Maintenance District at (301) 432-5164 to verify park conditions in that area prior to scheduling of work activities.
13. Permittee is responsible for the removal of all trash and debris resulting from above listed work projects. The work site shall be kept free of trash and debris at all times. All foreign debris is to be cleaned and removed from the park grounds each day.
14. Work sites shall be secured at all times.
15. The Permittee shall be responsible for the cost and repairs to any structures, facilities, installation, sod, soils, or landscape vegetation on park land damaged by the work authorized under this permit and shall, at the direction of the National Park Service, submit detailed plans for the repair, restoration, and/or replacement of such.
16. The Permittee shall be responsible for the procurement of seed-free straw, silt fencing, park-approved grass seed mix, clean topsoil, and park-specified towpath material.
17. Any deviations of work, or in the event the National Park Service should need additional information, the point of contact will be Keith Latham at (619) 696-2959 or (619) 742-1533 (cell phone).
18. The Permittee shall notify Charles Barnhouse, a minimum of two business days prior to commencement of activities and two days prior to completion of activities.
19. Permittee is responsible for any hazardous material cleanup as a result of spills from equipment or work activity. Hazardous material debris shall be removed from the park to an approved landfill for hazardous materials.
20. Refueling of vehicles and equipment on Park property is prohibited.
21. The Contractor shall have a Spill Response Kit onsite and available at all times.
22. Each vehicle shall be equipped with a fire extinguisher.
23. All incidents, accidents, spills, or property damage must be reported immediately to National Capital Communications Center (NCRCC), dispatch, at 866-677-6677. This includes damage to public or private property, and any personal injuries incurred by the public, the Permittee staff, other project staff, or government officials.

24. The National Park Service reserves the right to conduct inspections.
25. The National Park Service reserves the right to immediately revoke this permit at any time should it appear that the activity of this permit presents a clear and present danger to the public safety or if any conditions of this permit are violated.
26. All work pertaining to ground disturbance will require monitoring through Archeological Permit Number 06-CHOH-002, issued October 13, 2005 by the Director of the National Capital Regional Office of the National Park Service. The Park staff shall be notified immediately should archeological artifacts be encountered. Point of contact will be Lynne Wigfield, Compliance Officer, (301) 745-5802. Work shall cease until Catoctin Power, LLC has received appropriate clearances. Any unreported archeological discoveries will be considered a violation of the Archeological Resources Protection Act.
27. Any trees located on NPS property, greater than 6" DBH, to be removed for this project will need prior approval by the Park natural resources staff.
28. Permission granted by this permit does not constitute a release by the National Park Service of any rights, title, or interest in the C&O Canal National Historical Park.
29. Work or activities in the park other than those described herein are prohibited.

Survey Work

1. Permitted work will allow the surveying on park property associated with the proposed water conduit right-of-way, as submitted by Catoctin Power, LLC. Catoctin Power, LLC is undertaking project development/feasibility evaluations regarding their proposed electric generation plant in Frederick County, Maryland. This proposed project may require water from the Potomac River for the plant's cooling operations. Survey work is necessary to develop engineering concepts for the proposed project. The proposed project is currently being processed through environmental and cultural compliance reviews.
2. Surveying work shall not include any permanent markings on any historic structures (i.e., buildings, locks, prism walls, flumes, etc.) or natural features. If permanent marking is undertaken, use of permanent Type G monuments will be permitted. Installation of these monuments shall be done with hand tools. Provide recovery information for all monuments to include Maryland State Plane Coordinates and Vertical Data on NGVD 88. Pre-approval for installation of permanent monuments must be received from the NPS. All temporary survey marking shall be removed upon completion of the survey activity. All panels used for aerial surveying needs shall be removed at the end of the survey project. NO BLAZING OF TREES OR PAINT WILL BE USED FOR SURVEY WORK OR PROPERTY/BOUNDARY LINE IDENTIFICATION. Digital files showing survey information shall be submitted to the park through Lynne Wigfield, Compliance Officer, in AutoCAD 2000 .dwg and ArcView Project format.
3. Minor trimming tree and shrub branches to aid in line of site for the survey activity is allowed. Any cutting or removal of trees or shrubs at the main trunk must be approved by the park prior to cutting or removal. The Permittee shall mark the vegetation with survey tape and contact Lynne Wigfield, Compliance Officer, (301) 745-5802 for approval.

4. All aerial survey markers shall be removed from the park within two (2) days of completion of the survey work.
5. The Permittee shall submit two (2) copies of all survey data to:
William Spinrad, Lands Coordinator
C&O Canal NHP
1850 Dual Highway, Suite 100
Hagerstown, Maryland 21740

