

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

# URBAN STATE PARKS & INITIATIVES



Liberty State Park

## Special Use Permit Guidelines



Liberty State Park  
Special Events & Special Use Permitting

Mailing Address:  
200 Morris Pesin Drive  
Jersey City, New Jersey 07305

Philip "PJ" Arrigo, Program Supervisor  
M: 609-331-2581  
E: philip.arrigo@dep.nj.gov

Latisha Coe, Event Coordinator  
M: 609-874-4642  
E: latisha.coe@dep.nj.gov

Mark Ferrer, Permitting  
M: 609-649-1577  
E: mark.ferrer@dep.nj.gov

General Inquiries  
E: libertystateparkpermits@dep.nj.gov



## Liberty State Park Special Use Permit Guidelines

### TABLE OF CONTENTS

A. PERMIT PROCESS.....	PAGE 4
B. FEES .....	PAGE 5
C. INSURANCE / PERFORMANCE BOND.....	PAGE 6
D. ADDITIONAL PERMITS AND DOCUMENTATION.....	PAGE 7
E. TERMS AND CONDITIONS.....	PAGE 7
F. DISCLAIMERS.....	PAGE 9
G. FIRST AMENDMENT GUIDELINES.....	PAGE 10
H. BOAT DOCKING.....	PAGE 10
I. PHOTOGRAPHY.....	PAGE 10
J. BREAKING NEWS.....	PAGE 11
K. APPEALS PROCESS.....	PAGE 11
ADDITIONAL PERMITTING AGENCY CONTACT INFORMATION .....	PAGE 12



## A. PERMIT PROCESS

All Special Use Permit (SUP) applications must be submitted to the New Jersey Department of Environmental Protection (DEP) through Liberty State Park (LSP). The DEP is the only agency that may approve events in LSP. Applications must be submitted in a timely manner to allow sufficient time for planning and permitting purposes. Failure to complete the permit process at least 30 days in advance of the proposed event date will result in the cancellation of the application.

- a. The first step in the permit process is to complete and submit the SUP application and pay the appropriate application fee.
- b. Uses with attendance of 2,000 people or more will be considered "Large-scale." Applications for such will be accepted June 1st to December 31st for events the following year.
- c. Uses with attendance of less than 2,000 people will be considered "Mid-scale." Applications for such will be accepted no later than February 7th of the year of the proposed use.
- d. LSP will communicate final determinations for large-scale event applications no later than mid-January and mid-scale event applications by the end of February.
- e. Upon approval of an SUP application, LSP will require a detailed Operations Plan to be completed. A draft of the Operations Plan is required within 30 days of approval of the SUP application.
- f. After receiving a satisfactory draft Operations Plan, LSP will provide a fee estimate, which must be signed and returned by the applicant within 7 business days. The estimate of fees will be described in two sections, "Facility Fees" and "NJ State Park Police Labor Fees". Facility Fees are to be paid to LSP prior to issuance of a permit; NJ State Park Police Labor Fees will be invoiced after the event and must be paid by check payable to the "Treasurer, State of NJ".
- g. A final version of the Operations Plan must be submitted at least 60 days in advance of the event in order to complete the permitting process.
- h. Upon approval of the final Operations Plan and any/all additional required documents, including receipt of a certificate of insurance (COI) meeting or exceeding LSP's minimum requirements, and payment for the facility fees, LSP will generate a permit cover which will be circulated for final approval and signatures.
- i. Advertising for the event cannot occur prior to LSP receiving a signed estimate and payment of facility fees. If early advertising is needed, applicants are advised to begin the permitting process further in advance.
- j. No changes to the SUP will be allowed unless submitted in writing and approved by the Park Superintendent. Submittals for change must be received a minimum of 14 days prior to the event.
- k. Failure to comply with any of the above requirements will result in cancellation of the application.
- l. Failure to respond to a request from LSP within 7 business days will result in cancellation of the application.



## B. FEES BY ITEM

*All fees must be paid by credit card or check made payable to the "Treasurer, State of New Jersey". Fees are subject to change without prior notice. Depending on the scale and complexity of some special events the following fees may not comply fully. In that case, Liberty State Park will provide an assessed fee based on the operations plan submitted by the applicant and approved by the Park Superintendent.*

### Special Use Permit Application Fee

(non-refundable and required at time of submission)

NJ - Non-Commercial	\$60.00 per permit
Out of State - Non-Commercial	\$75.00 per permit
NJ - Commercial	\$150.00 per permit
Out of State - Commercial	\$200.00 per permit

<b>State Park Personnel Labor</b>	\$60.00/hour per employee
-----------------------------------	---------------------------

<b>Commercial Film, Photography &amp; Video</b>	\$2,500.00 per day
---	--------------------

<b>Student Video</b>	\$55.00 per day
----------------------	-----------------

### Historic CRRNJ Train Terminal

CRRNJ Terminal Waiting Room	\$3,900.00 per day
CRRNJ Terminal Concourse	\$2,200.00 per day
CRRNJ Terminal Tunnels (North & South)	\$580.00 each, per day
CRRNJ Blue Comet Auditorium	\$1,200.00 per day
CRRNJ Terminal - Ticketed Event	10% of gross revenue

### Boat Docking

Terminal Boat Dock	\$500 per trip (arrival & departure)
Park Office Dock	\$325 per trip (arrival & departure)

### Field Fees

General Field	\$450 per day
South Lawn	\$600 per day

Green Ring Field	\$10,000 per day
Green Ring Field (Non-Commercial)	\$1,000 per day

Crescent Field	\$10,000 per day
Crescent Field (Non-Commercial)	\$1,000 per day

### Parking

Standard Space	\$7 per space per day
Oversized Space	\$10 per space per day

<b>Commercial Ticketed Event (Outdoor)</b>	5% of gross revenue
--	---------------------



### C. INSURANCE AND PERFORMANCE BOND

A certificate of insurance (COI), which meets or exceeds the standards below, must be submitted within 7 days of receiving a fee estimate. The permittee or permitted organization must be listed as the named insured. A COI which meets these standards is additionally required for any and all vendors that will be operating in Liberty State Park as part of the event. Insurance requirements are non-negotiable.

Permittee shall, at its sole cost and expense, obtain and maintain at all times during the period authorized by the Special Use Permit issued, insurance of the types and in the amounts hereinafter provided:

- a. Commercial General Liability Insurance as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

GENERAL COMMERCIAL LIABILITY  
PRODUCTS/COMPLETED OPERATIONS  
PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.

- b. Comprehensive Automobile Liability Insurance, which shall be written to cover any automobile or trailer used by the insured. Limits of liability for bodily and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. Coverage must include hired and non-owned vehicles.
- c. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY BY ACCIDENT, EACH OCCURRENCE  
\$1,000,000 BODILY INJURY BY DISEASE, EACH EMPLOYEE  
\$1,000,000 BODILY INJURY BY DISEASE, AGGREGATE POLICY LIMIT

- d. Coverage for alcoholic beverage service shall be procured if alcoholic beverages are to be served.
- e. Performance and Payment Bond, if required by the Department, in an amount as dictated on the permit to ensure the completion of post-event repairs.
- f. Any other insurance or bonds in the types and amounts as dictated on the permit and as required by the Department.

**All policies except for Worker's Compensation shall name the *State of New Jersey, Dept. of Environmental Protection, State Parks, Forests & Historic Sites, and Liberty State Park* as an additional insured and include the blanket additional insured endorsement or its equivalent. Liberty State Park, 200 Morris Pesin Drive, Jersey City, NJ 07305 must be listed in the certificate holder box.**



#### D. ADDITIONAL PERMITS AND DOCUMENTATION

- a. Applicant may be required to contact municipal, county, state or federal authorities to inquire about other permits necessary to carry out their event at Liberty State Park. LSP personnel will offer assistance in providing points of contact and information regarding the possible requirements of these offices.
- b. Examples of possible applicable permits and authorizing agencies include but are not limited to: See Attachment (II) of this document for **Additional Permitting Agency Contact List**.
- c. Copies of all permits must be provided to LSP prior to the event. If the applicant has contracted with vendors or subcontractors, all permits and documentation must also be provided to LSP prior to the event.
- d. Non-profit organizations must provide proof of their federal non-profit status. If the event is a fundraiser, a Letter of Compliance from the NJ Division of Consumer Affairs – Charities Registration Section must be provided as well.
- e. Organizations/Businesses that are having special events and charging fees for attendance and sales of products will need to provide a copy of their Business Registration Certificate from the New Jersey Division of Revenue. Any and all vendors selling products as part of the event will also need to provide copy of their Business Registration Certificate from the New Jersey Division of Revenue.

#### E. TERMS AND CONDITIONS

- a. Special Event Applications are considered on a first come, first served basis and determined on the Park's ability to accommodate the proposed event. Only one Special Event Application per site, per day, will be accepted.
- b. Permits may not be assigned, in whole or in part, to any other person or entity.
- c. No signs or advertisements of any kind shall be painted or posted on the premises other than those approved in writing by the Park Superintendent.
- d. Site rental is "as is". The applicant must provide all amenities, e.g. chairs, tables, amplification equipment, water, electric power, etc.
- e. Requests for the exclusive use of specified areas must be made at time of application. Public thoroughfares must remain open at all times.
- f. The permittee shall not charge any fee for use of the premises by any individual, group, entity, organization, etc. without the written approval of the Park Superintendent.
- g. The DEP's authorized representatives shall at all times have access to the premises and/or structures described herein.
- h. Balloons are prohibited within the park.
- i. Applicant must check in at the Park Office or with the assigned event liaison upon arrival and prior to any deliveries or set-up.
- j. Permittee must have a representative on site to direct all deliveries and pick-ups, LSP will not accept nor be responsible for deliveries. Deliveries without applicant representation will be turned away.



### TERMS AND CONDITIONS (CONTINUED)

- k. The permittee shall commit no act of waste. The permittee shall take good care of the premises. Upon the termination or expiration of this permit, the permittee shall surrender the premises and the improvements thereon to the DEP in as good condition and repair as reasonable and proper use of the premises thereon will permit, normal wear and tear excepted. Permittee is responsible for all damage from the permittee's contractors and subcontractors, employees, agents, and participants of permittee's event.
- l. The permittee agrees to abide by the existing rules and regulations of the DEP or those hereafter adopted concerning the use of the premises and shall advise others governed by this permit to obey such rules and regulations.
- m. The permittee shall, at the permittee's sole cost and expense, keep and maintain the premises in a neat, clean, and sanitary condition. The permittee shall, at the permittee's own expense, make arrangements to pick-up, remove or dispose of all garbage, rubbish, or other waste accumulated on the premises by the permittee, the permittee's contractors and subcontractors, employees, agents, and participants of permittee's event.
- n. The permittee shall not erect any structures, make any additions or modifications to existing structures, or modify the premises in any way whatsoever without the approval in writing from the Park Superintendent.
- o. This permit shall expire on the last day of the term granted hereunder and may be renewed only upon the acceptance by the DEP.
- p. The permittee shall, during the term of this permit, promptly pay when due all taxes and/or assessments, together with interest and penalties thereon that are levied upon or assessed by any government body by reason of the permittee's use of the premises. The permittee immediately shall forward any notice of such tax payment to the DEP and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the premises to the DEP.
- q. The permittee shall comply with any requirements of the federal, State, and municipal authorities in respect to the aforesaid premises.
- r. The permittee shall, in the use of the premises, conform to all laws, orders and regulations of the federal, State and local governments pertaining to the premises and the permittee's use of the premises. These laws include, but are not limited to, the State's land use laws which are overseen and permitted by the DEP's Division of Land Use Regulation. For more information, see <http://www.state.nj.us/dep/landuse/>.
- s. The permittee shall be solely responsible for supervision of the event, activity, service, or other permitted activity as well as the activities of any and all subcontractors. The permittee shall immediately notify the Park Superintendent or other authorized Park staff of any and all incidents whether resulting in injury or not, violations of the permit, violations of the law, or any other such incidents.
- t. The permittee shall be responsible for the protection of their personal property. The DEP nor LSP shall be liable to the permittee for any loss, damage, or destruction of the permittee's personal property.
- u. As part of the permit process the applicant will have to sign a photo/video release waiver to allow Liberty State Park to take photos or video of the event to use for archival documentation or for promotional or educational purposes.





### TERMS AND CONDITIONS (CONTINUED)

- v. The permittee shall not abuse, mutilate, injure, remove, or destroy any living plant without the permission of the Superintendent. All abused, mutilated, injured, removed, or destroyed plants shall be replaced per the Superintendent's plan for restoration.
- w. The permittee shall not abuse, mutilate, injure, remove, or destroy any living animal. If permittee abuses, mutilates, injures, removes, or destroys a living animal, permittee shall be subject to the fines, penalties, and punishment as allowed by law.
- x. The permittee shall not abuse, mutilate, injure, remove, or destroy any structure or physical feature. If permittee abuses, mutilates, injures, removes, or destroys any structure or physical feature, permittee shall be responsible for the full cost of repairing or replacing such structure or physical feature at permittee's sole expense.
- y. The permittee shall not abuse, mutilate, injure, remove, or destroy the ground or any land without the permission of the Superintendent. Any abused, mutilated, injured, removed, or destroyed ground or land shall be restored per the Superintendent's plan for restoration.
- z. The permittee shall, for the permittee and the permittee's successors and assigns, assume all risks and liabilities arising out of the permittee's use, operation, and maintenance of the premises. The permittee covenants to defend, protect, indemnify, and save harmless the DEP and hereby releases the DEP and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the premises, or in any manner growing out of or connected with the use, nonuse, or condition of the premises; violation of any condition of this permit by the permittee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the permittee; violation by the permittee of any federal, State, or local law, ordinance, or regulation affecting the premises and/or the permittee's use thereof; or any act, error or omission by the permittee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the permittee in the performance of this permit. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this permit.

### F. DISCLAIMERS

- a. The permitted area may be unavailable for an event or a portion thereof because of fire, flood or other emergency over which the DEP has no control. The DEP, because of emergency may find it necessary to postpone, cancel or move the event location or date. Neither the DEP nor LSP will be liable to indemnify or reimburse the applicant of any damage or loss arising because of such an emergency action.
- b. All Liberty State Park construction and capital improvement or maintenance projects may take precedence over events. However, after an agreement is made with Liberty State Park to hold an event, Liberty State Park will not plan or conduct operations that would substantially hinder the operations of the event.
- c. Permits do not include rain dates.
- d. Information provided to Liberty State Park as part of the special use permit process, may be subject to review and inspection under the **Open Public Records Act** ([N.J.S.A 47:1A-1](#)).



## G. FIRST AMENDMENT GUIDELINES

The New Jersey Department of Environmental Protection will allow public assemblies, meetings, demonstrations, religious activities and other public expressions of views conducted under the First Amendment of the U.S. Constitution in parks, in accordance with State Park Service regulations provided that a permit has been obtained from the Park Superintendent.

To ensure public safety, protect Park resources and avoid assigning the same time and location to two or more activities, the State Park Service may manage these activities by regulating the time, location, number of participants, use of facilities and number and types of equipment used, but not the content or message.

Locations within the Park that are available for public assemblies and other First Amendment activities, including the distribution of printed matter, will be designated on a map by the Park Police Sergeant. When the State Park Service allows one group to use an area or facility for expressing views, it must allow all other groups a similar opportunity, if requested.

No group wishing to assemble lawfully may be discriminated against or denied the right of assembly, provided that all applicable permit criteria and requirements are met. Whenever religious activities are conducted in parks, any State Park Service actions pertaining to them must reflect a clearly secular purpose, must have a primary effect that neither advances nor inhibits religion and must avoid excessive governmental entanglement with religion.

New Jersey State Park Service Staff on duty at an area in which a First Amendment activity is being conducted will be neutral toward the activity but will remain responsible for the protection of participants, spectators, private property, public property and park resources. On duty staff may not participate in the First Amendment activity. State Park employees exercising their First Amendment rights when off duty will not imply any Official State Park Service endorsement of the activity.

## H. BOAT DOCKING

- a. Designated docking facilities are for the loading and unloading of passengers only. Loading of supplies at the dock site is prohibited.
- b. Parking adjacent to docking facility is limited. Boat passenger parking is in designated parking areas only.
- c. Permit holders are responsible for checking the current status of the channel markers, water depth and lighting to insure that it is adequate for their vessel.
- d. The applicant is responsible for supplying all required passenger safety equipment, including but not limited to a gangplank.

## I. PHOTOGRAPHY

- a. Definitions:
  - i. **Movie** is defined as a major motion picture production.
  - ii. **Video** is all motion filming that is not a major motion picture production.
  - iii. **Still** is any single frame photography.
  - iv. **Student** is still photography or video that is part of a high school, college or university course curriculum with the purpose of teaching photography methods. The images captured may not be used commercially.



### **PHOTOGRAPHY (CONTINUED)**

- b. For commercial photography only, and on a case-by-case basis as determined by the Park Superintendent, the 30-day permit-signing deadline may be waived. This decision will be made based on complexity of event and available resources at LSP.
- c. Permit conditions may require park personnel to be assigned to your shoot to provide for public safety and resource protection. We may not be able to accommodate changes. To ensure a successful shoot please submit a complete and accurate application in a timely manner.
- d. Applicant must provide a copy of final product to Liberty State Park for archive purposes.
- e. Any and all credit for production must cite "State of New Jersey – Liberty State Park".

### **J. BREAKING NEWS**

- a. Breaking News is defined as an unplanned currently occurring event that is being covered by credible press agencies.
- b. Prior to setup for a Breaking News Event the applicant must fill out a Press Application at the Park Office.

### **K. APPEAL PROCESS**

If an applicant's permit is rejected for any reason by the Superintendent of Liberty State Park, and the applicant wishes to appeal the decision they may do so. As per Executive Order #138 signed by Acting Governor Donald T. DiFrancesco the Department of Environmental Protection is the only agency that may authorize, approve and schedule events within Liberty State Park. All written appeals will be heard by the Director of the State Park Service.



## Additional Permitting Agency Contact Information

*Please note that components of your event may require additional permits and registrations from Federal, State, County, or Municipal authorities. It is the applicant's responsibility to know and obtain the necessary permits that are required for conducting an event at Liberty State Park. Examples of possible applicable permits and authorizing agencies include, but are not limited to the following:*

### NJ Business Registration Certificate

New Jersey Division of Revenue

[www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml)

### Federal Tax ID

[www.irs.gov/charities-non-profits](http://www.irs.gov/charities-non-profits)

### Charity Fundraising

New Jersey Division of Consumer Affairs – Charities

973-504-6215 Office

<http://www.njconsumeraffairs.gov/charities>

### Food Preparation, Vending or Distribution

Jersey City Department of Health and Human Services (JCDHHS)

Babarene "Trisha" Jeetram - 201-547-5173

[bnathoo@jcnj.org](mailto:bnathoo@jcnj.org)

<https://www.jerseycitynj.gov/cityhall/health>

### Unmanned Aerial Vehicles (Drones)

Federal Aviation Administration

<https://www.faa.gov/uas/>

### Open Flame Cooking

New Jersey Division of Fire Safety

609-633-6103 Office

[www.nj.gov/dca/dfs/index.shtml](http://www.nj.gov/dca/dfs/index.shtml)

### Tents and canopies greater than 900 SF

New Jersey Division of Fire Safety

609-633-6103 Office

[www.nj.gov/dca/dfs/index.shtml](http://www.nj.gov/dca/dfs/index.shtml)

### Tents, canopies or membrane structures larger than 16,800 SF

New Jersey Division of Codes of Standards

609-292-7899 Office

[www.nj.gov/dca/codes/index.shtml](http://www.nj.gov/dca/codes/index.shtml)

### Bleachers or platforms of 11 Ft in height or less within a tent

New Jersey Division of Fire Safety

609-633-6103 Office

[www.nj.gov/dca/dfs/index.shtml](http://www.nj.gov/dca/dfs/index.shtml)

### Bleachers or platforms over 11 Ft in height

New Jersey Division of Codes of Standards

609-292-7899 Office

[www.nj.gov/dca/codes/index.shtml](http://www.nj.gov/dca/codes/index.shtml)

### Hard-wired electric or heating

New Jersey Division of Codes and Standards

609-292-7899 Office

[www.nj.gov/dca/codes/index.shtml](http://www.nj.gov/dca/codes/index.shtml)

### Inflatables, Amusements and Rides

New Jersey Department of Community Affairs

609-292-2097 Office

[www.nj.gov/dca/codes/offices/rides.shtml](http://www.nj.gov/dca/codes/offices/rides.shtml)

### Utility Mark Out

Public Service, Electric and Gas (PSEG)

1-800-272-1000 Main Number

[www.call811.com/](http://www.call811.com/)

### Aviation

New Jersey Department of Transportation – Division of Aeronautics

609-530-2900 Office

[www.state.nj.us/transportation/freight/aviation/](http://www.state.nj.us/transportation/freight/aviation/)

### Fireworks

New Jersey Division of Fire Safety

609-633-6103 Office

[www.nj.gov/dca/dfs/index.shtml](http://www.nj.gov/dca/dfs/index.shtml)

### Fire Truck Rental

Jersey City Fire Department

201-547-4200

### On Water Navigation Issues

U.S. Coast Guard

718-354-4093 Office

[www.uscg.mil](http://www.uscg.mil)

### Maritime Events

New Jersey State Police – Marine Services

609-882-2000, Ext. 6170 Main Number

[www.njsp.org/marine-services/](http://www.njsp.org/marine-services/)

### Alcohol Serving, License, and Vending

New Jersey Division of Alcoholic Beverage Control

609-984-2830 Office

[www.njoag.gov/about/divisions-and-offices/division-of-alcoholic-beverage-control-home/](http://www.njoag.gov/about/divisions-and-offices/division-of-alcoholic-beverage-control-home/)

### New Jersey Security Agency Licensing

New Jersey State Police, Private Detective Unit

609-341-3426 or 609-633-9352 Office

[www.nj.gov/njsp/private-detective/sora.shtml](http://www.nj.gov/njsp/private-detective/sora.shtml)

### Emergency Medical

Jersey City Medical Center, EMS Department Scheduling

Chantal Bailey – 201-284-0321

[chantal.bailey@rwjbh.org](mailto:chantal.bailey@rwjbh.org)

[rwjbhmhsrequestsforspecialevents@rwjbh.org](mailto:rwjbhmhsrequestsforspecialevents@rwjbh.org)

[www.rwjbh.org/jersey-city-medical-center/](http://www.rwjbh.org/jersey-city-medical-center/)