

2. No emergency response services may be provided pursuant to (b)1i through iv above unless all the entities undertaking such services have provided to the Authority proof of adequate insurance, registration with the NJDEP (as per N.J.A.C. 7:1E-4.2) and other such information as may be required by the Department of Operations.

3. The Authority shall make available to any operator, owner or lessee of a vehicle or property so requesting a list of emergency response contractors as compiled by the NJDEP. The operator, owner or lessee of a vehicle or property shall arrange and pay for emergency response services to be performed by such contractors. Approval of such contractors pursuant to (b)2 above is not to be considered a warranty or assurance by the Authority of such contractors' ability to perform emergency response services.

4. Whenever the operator, owner or lessee of a vehicle or property from which a discharge occurred refuses to arrange for an emergency response contractor, or whenever dangerous circumstances or the risk posed by the discharge to the general public, the environment or the Authority's agents or employees is too great to await the arrival of the emergency response contractor(s) arranged by the operator, owner or lessee in the opinion of the Department of Operations or its designee, the Department or its designee may arrange for emergency response services and long-term remedial efforts to be provided by a third party of the Authority's choice. Emergency response and long term remedial services may be performed by or through the NJDEP or its agents, including any county environmental health department, or by private organizations engaged by the Authority. The cost of services pursuant to this paragraph shall be based on the schedule of rates normally charged for emergency response or long-term remedial services, and shall be borne by the operator, owner or lessee of the vehicle or property from which a discharge occurred.

i. If, at the time the emergency response contractor arrives at the scene of the discharge, the operator, owner or lessee of the vehicle or property from which a discharge occurred refuses to agree to pay or complete any documents necessary to engage the contractor for such services, the Authority may impound the vehicle and any cargo or contents thereof until such time as the costs of remedial services are satisfied. If such costs are not satisfied within 14 days, the Authority shall have the right to sell the vehicle, its cargo and contents at public auction and/or to recover treble the amount of damages for any unsatisfied costs by filing a civil action in a court of appropriate jurisdiction over such action.

ii. If the emergency response contractor refuses to contract with the operator, owner or lessee of the vehicle or property from which a discharge occurred because of a bona fide concern about the operator's, owner's or lessee's ability or willingness to pay for such services, the Department or the Department's designee

may authorize such services to be performed at the Authority's expense, and the Authority may thereafter recover treble the costs thereof from the operator, owner or lessee from which a discharge occurred by filing a civil action in a court of appropriate jurisdiction over such action. The emergency response contractor's concern shall be deemed bona fide if the operator's, owner's or lessee's credit record indicates a history of refusal or failure to pay commercial debts.

5. Access to Authority property for the purposes of investigating or remediating contamination caused by the discharge or release of any material will be granted only after compliance with (b)2 above and only after notification to the Chief Engineer of the Authority. Such access will not be unreasonably withheld. All investigatory data, including but not limited to, soil investigations, soil boring logs, ground water monitoring well logs, laboratory analytical data, correspondence with regulatory agencies, and all reports and submissions generated as a result of work on Authority property shall be made available for inspection by the Authority or its agents, and copies of all such information and data shall be produced for the Authority or its agents upon request.

New Rule, R.1994 d.519, effective October 17, 1994.  
See: 26 N.J.R. 3249(a), 26 N.J.R. 4211(a).

#### 19:8-2.16 Limitations on activities in the Telegraph Hill Nature Area

(a) Public use and activity in the Nature Area shall be limited to nature and ecological studies and education, running and walking on designated trails, picnicking in designated areas and such additional uses as may be designated by the Authority which may promote and complement its statutory mission and that of the Arts Center.

(b) Public use and activity in the Vietnam Veterans Memorial and its environs shall be limited to quiet and respectful observation, by individuals, of the memorial to those New Jersey servicemen and women who were killed or reported missing in action in the Vietnam Conflict.

(c) Public use and activity at the Vietnam Era Education Center and its environs shall be limited to the educational uses and activities provided by the operator(s) of the Center.

(d) In addition to the limitations set forth in this subchapter, all the rules which apply generally to the Parkway shall be applicable to the Telegraph Hill Nature Area, the Arts Center, the Vietnam Veterans Memorial and the Vietnam Era Education Center.

New Rule, R.1995 d.631, effective December 4, 1995.  
See: 27 N.J.R. 3769(a), 27 N.J.R. 4908(b).  
Amended by R.1998 d.210, effective May 4, 1998.  
See: 30 N.J.R. 806(a), 30 N.J.R. 1635(d).

In (a) and (d), deleted "Garden State" preceding "Arts Center".

SUBCHAPTER 3. TOLLS ON THE GARDEN  
STATE PARKWAY

19:8-3.1 Tolls

(a) It is hereby declared to be unlawful for any person to refuse to pay or to evade the payment of tolls.

(b) Tolls shall be paid by currency, coin or authorized Authority token or scrip, or by means of an electronic toll collection system for the passage of all vehicles on the Parkway in amounts and at the locations designated in the following schedule.