

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. DPW17-0815-35

Date of Adoption AUGUST 15, 2017

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER

FREDERIC

SECONDED BY

JONES

REQUESTING BUS SHELTERS

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey or the Board of Chosen Freeholders of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS, the, Irvington Township in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, be it resolved, that the application is hereby made by the Township of Irvington to the New Jersey Transit Corporation for the purchase and installation of 2 bus shelter(s) as set forth in below:

Bus Shelter Location(s): Along Chancellor Avenue, westbound, at Coit Street near side
Along Grove Street, northbound, at Olson Place, near side

BE IT FURTHER RESOLVED that the Mayor and the Municipal Clerk be authorized to execute an agreement or agreements with N.J. Transit to arrange for the purchase and installation of the shelters.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT				X	INMAN	X			
COX	X				JONES, 2ND VICEPRESIDENT	X			
FREDERIC	X				LYONS, PRESIDENT	X			
DR. HUDLEY	X								

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE AUGUST 15, 2017

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK

DATE AUG 15 2017

ADMINISTRATOR ☒ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CF ☐ HEALTH ☐ HOUSING ☐ INIC ☐ JUDGE ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☒ PUBLIC WORKS ☒ PURCHASING ☐ SEC ☐ PB/ZBA ☐ TRAFFIC ☐ ZONING ☐ OFF ☐ DLGS ☐ GNCD ☐ OTHER(S):

Chris Christie, Governor
 Kim Guadagno, Lieutenant Governor
 Richard T. Hammer, Commissioner
 Steven H. Santoro, Executive Director

NJ TRANSIT
 One Penn Plaza East
 Newark, NJ 07105-2246
 973-491-7000

June 30, 2017

Mr. Musa Abdul Malik
 Business Administrator
 1 Civic Square
 Municipal Building
 Irvington, NJ 07111

Subject: Request for Two Bus Shelters

Dear Mr. Malik:

Enclosed are four sets of a Municipal Sponsor Shelter Agreement and a Resolution requesting NJ TRANSIT to installed bus shelters on Chancellor Avenue, westbound, at Coit Street, near side and on Grove Street, northbound, at Olson Place, near side. Also enclosed is a Shelter Design Options check-off sheet.

Please ask your Mayor and Council to adopt the resolution requesting the bus shelters and attach a copy to each agreement along with a completed Shelter Design Options sheet with your choice of shelter checked-off. Once completed, obtain the necessary signatures for the agreements and have the signatories type or print their names and titles in the space provided under the signatures.

The four sets of the Municipal Sponsor Agreements and Resolution should be returned to me and I will forward the agreements to Essex County. The County must adopt a county concurring resolution for the shelter, a draft of which is attached. Upon receipt from the County, I will submit the agreement to our Deputy Attorney General for review and signature. A fully executed agreement will be forwarded to Irvington Township for your records and NJ TRANSIT will order the bus shelters from our contractor.

If you have any questions, please feel free to contact me at (973) 491-8802.

Sincerely,



Alejandra Monroig
 Senior Field Representative
 Bus Stop Sign & Shelter Programs

RECEIVED

JUL 11 2017

TOWNSHIP OF IRVINGTON
 BUSINESS ADMINISTRATION

cc: Willie Derricotte – Essex County
Larry Hamm – NJT
Donald Pigford – NJT

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS

This agreement made as of _____ by the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the Irvington Township (hereinafter "Sponsor") in the County of Essex, State of New Jersey.

WITNESSETH:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor desires bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application by its resolution dated 8/15/17, which resolution is hereby made a part of this Agreement, to NJ

TRANSIT for the installation of 2 bus shelter(s) at certain locations within the Irvington Township, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the Irvington Township, which locations are set forth in Exhibit A which is attached to and made part of this agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.
4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.

5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor hereby grants NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servant's permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.
9. Upon the completion of the installation of the bus shelter(s) and any other fixture, addition, construction or improvement appurtenant thereto such as retaining walls and bollards (hereinafter collectively referred to as "bus shelters(s)"), the Sponsor shall assume ownership and possession of the bus shelter(s) and retain ownership of said shelter(s) subject to the terms, conditions, reservations, and covenants set forth in this Agreement.

10. The Sponsor agrees to bear all risks of damage, loss, theft or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitutions of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, may by its agents enter upon the site(s) of said bus shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of the shelter should the Sponsor fail to abide by this Agreement shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to inspect and maintain the shelter. The duty to inspect and maintain rests entirely with the Sponsor.
11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All costs of removal and/or relocation, if approved, shall be borne by the Sponsor.
12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, and NJDOT, their agents, officials, employees, and

servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees) arising out of any acts or omissions of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts or omissions, whether negligent or not, of the Sponsor, its officials, employees, agents or servants by virtue of entering into this Agreement.

13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor insured and shall contain a provision that no act or omission of Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be non-cancellable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless

the State of New Jersey, NJ TRANSIT, and the NJDOT. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor.

14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of the day and year first written above.

ATTEST:

Harold E. Wiener 8/15/17
Clerk

HAROLD E. WIENER
Name (Type or Print):

Title (Type or Print):

MUNICIPAL CLERK

SPONSOR:

X David Lyons 8/15/17
Director or Presiding Officer Date

DAVID LYONS
Name (Type or Print):

Title (Type or Print):

COUNCIL PRESIDENT

ATTEST:

NJ TRANSIT CORPORATION

By: _____
Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

BY: _____
Deputy Attorney General Date

RESOLUTION

REQUESTING BUS SHELTERS

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey or the Board of Chosen Freeholders of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS, the, **Irvington Township** in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, be it resolved, that the application is hereby made by the **Irvington Township** to the New Jersey Transit Corporation for the purchase and installation of **2** bus shelter(s) as set forth in Exhibit A, made a part hereof.

FURTHER, be it resolved that the _____ and
(Mayor, Manager or Executive)
the _____ be authorized to execute an agreement or
(Township Clerk, Clerk of the Board, E.T.)
agreements with NJ Transit to arrange for the purchase and installation of the shelters.

COUNTY CONCURRING RESOLUTION

REQUESTING BUS SHELTER(S)

WHEREAS, NJ TRANSIT has funds for the purchase and installation of bus shelters throughout the State of New Jersey; and

WHEREAS, the County of Essex in the interest of promoting public transportation, conservation of energy, air quality, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters for bus passengers on County Roads; and

Whereas, the Irvington Township has requested by its resolution No. _____ dated _____ that New Jersey Transit installs bus shelter(s) at certain location(s) within the municipality, and has executed an agreement with New Jersey Transit for this purpose;

NOW, THEREFORE, be it resolved, that the Essex County Board of Chosen Freeholders concurs with the request by Irvington Township to New Jersey Transit for the purchase and installation of 2 bus shelter(s); and concurs with the maintenance agreement already endorsed by Irvington Township, and

BE IT FURTHER RESOLVED, that the Essex County Board of Chosen Freeholders grants permission to NJ TRANSIT, or its agent, to enter upon County right-of-way to install the shelter(s), and the municipality to maintain the shelter(s), at the location(s) described in the agreement between NJ TRANSIT and the Irvington Township.

Clerk of the Board

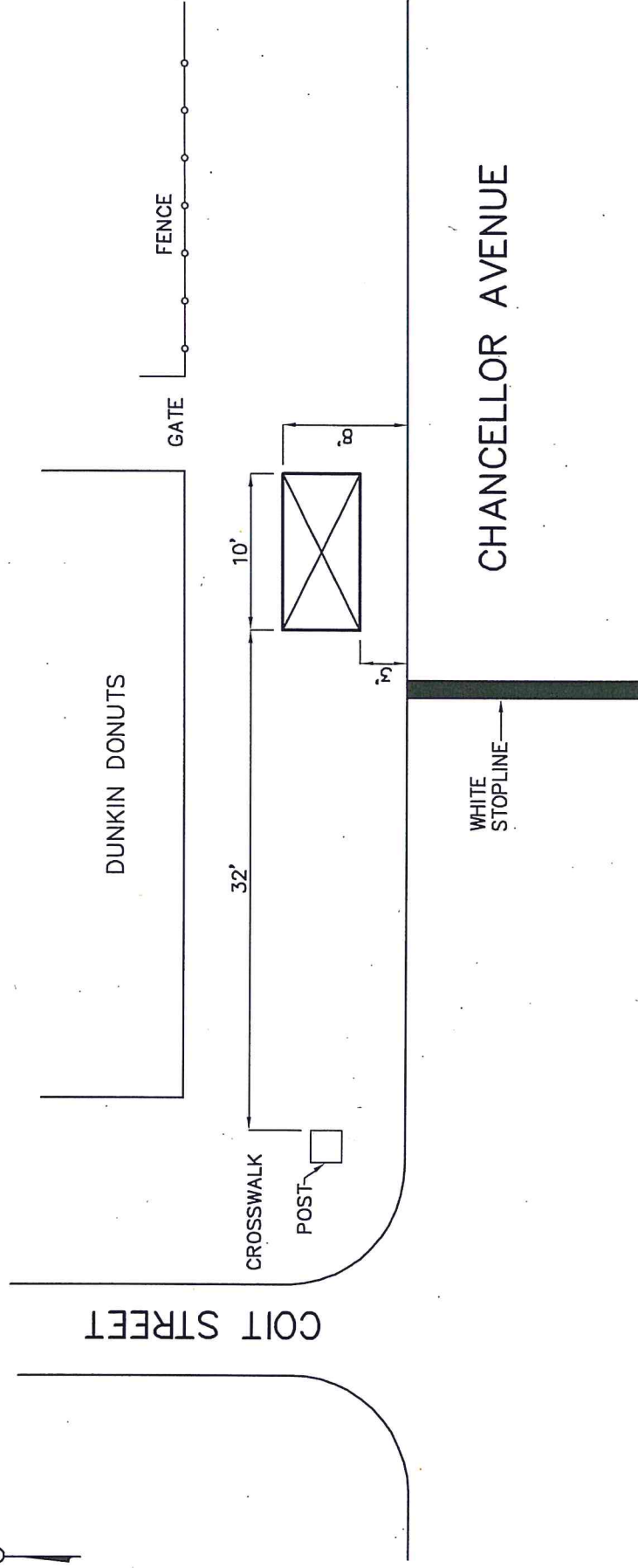
Please Notarize

**EXHIBIT A
BUS SHELTER**

<u>LOCATION</u>	<u>SHELTER MEASUREMENTS</u>	<u>CODE LETTER</u>
Chancellor Avenue, westbound, at Coit Street, near side	(1) 5' x 10'	Type S1
Grove Street, northbound, at Olson Place, near side	(1) 5' x 10'	Type S1

BY FIELD REPRESENTATIVE: ALEJANDRA MONROIG
PHONE# : (973) 491-8802

NOT TO SCALE



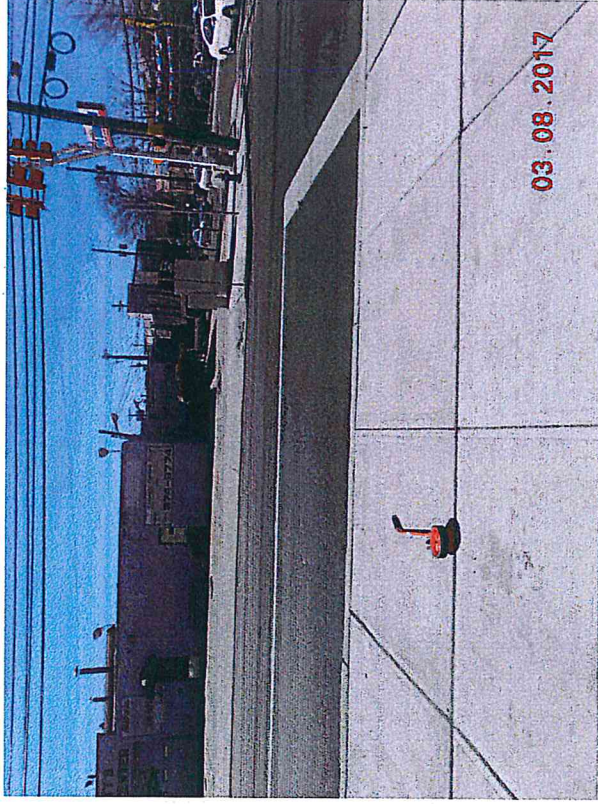
NOTE:
POUR 0 CONCRETE PAD
A. DIMENSIONS: X ÷ 9 = SY

THIS BUS SHELTER IS MAINTAINED BY
IRVINGTON TOWNSHIP

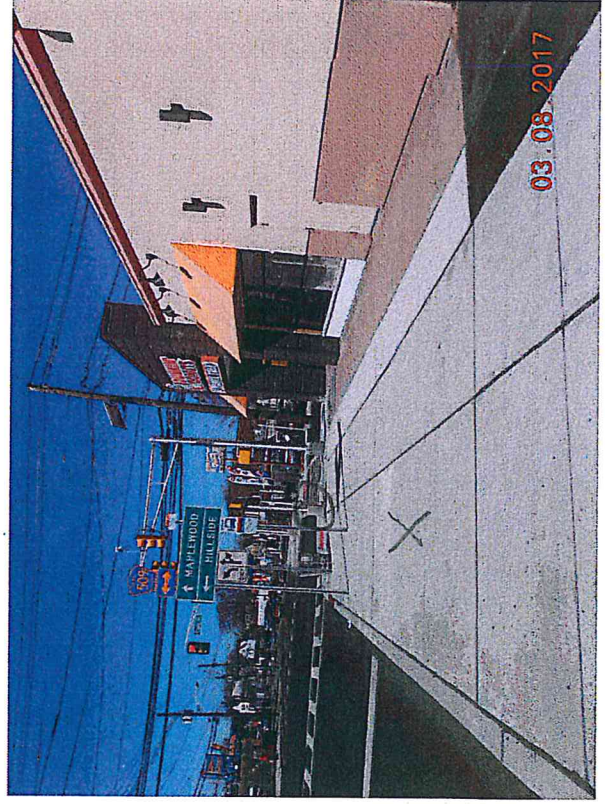
COUNTY ESSEX	MUNICIPALITY IRVINGTON TOWNSHIP	DATE 3/16/17	CHANCELLOR AVENUE, WESTBOUND AT COIT STREET, NEAR SIDE
RIGHT OF WAY COUNTY	ABUTTING OWNER DUNKIN DONUTS		
STOP STATUS APPROVED	LINES SERVED: 39, 90 LINES	SHELTER TYPE 5'x10' CANTILEVER	
BUS STOP # 17771	REQUESTOR CONTACT: MUSA A. MALIK, BUSINESS ADMINISTRATOR (973)399-8111		
			BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105

BSI Bus Stop Picture

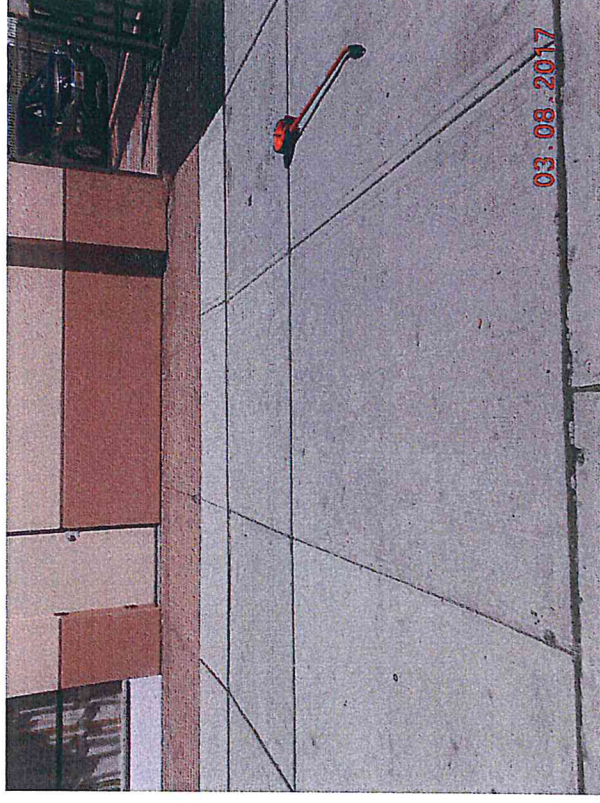
Stop Num: 17771 Date Added: 3/16/2017
File Name: Chancellor Avenue WB at Coit Street NS (4).JPG



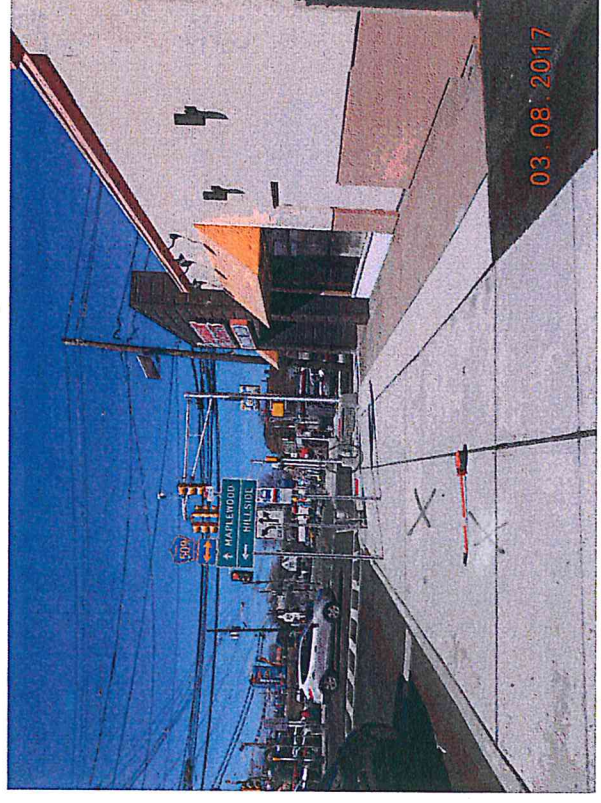
Stop Num: 17771 Date Added: 3/16/2017
File Name: Chancellor Avenue WB at Coit Street NS (1).JPG



Stop Num: 17771 Date Added: 3/16/2017
File Name: Chancellor Avenue WB at Coit Street NS (6).JPG



Stop Num: 17771 Date Added: 3/16/2017
File Name: Chancellor Avenue WB at Coit Street NS (3).JPG



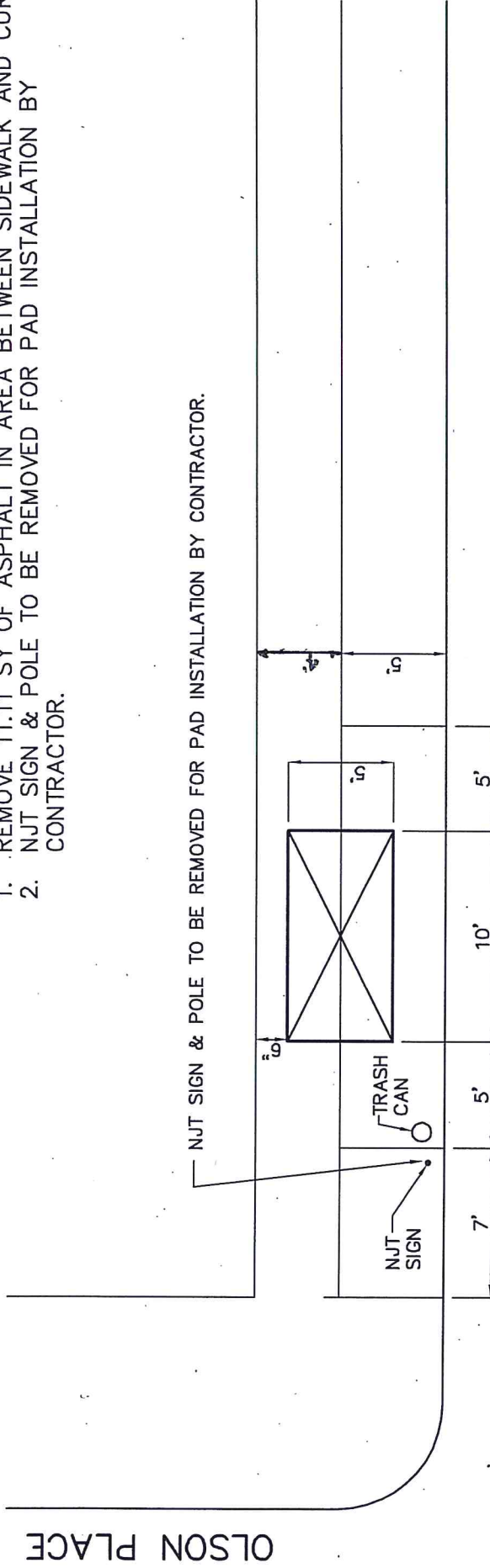
BY FIELD REPRESENTATIVE: ALEJANDRA MONROIG
PHONE# : (973) 491-8802

NOT TO SCALE



NOTES:

1. REMOVE 11.11 SY OF ASPHALT IN AREA BETWEEN SIDEWALK AND CURB.
2. NJT SIGN & POLE TO BE REMOVED FOR PAD INSTALLATION BY CONTRACTOR.



GROVE STREET

NOTE: REMOVAL OF ASPHALT - $20' \times 5' \div 9 = 11.11 \text{ SY}$
POUR 0 CONCRETE PAD

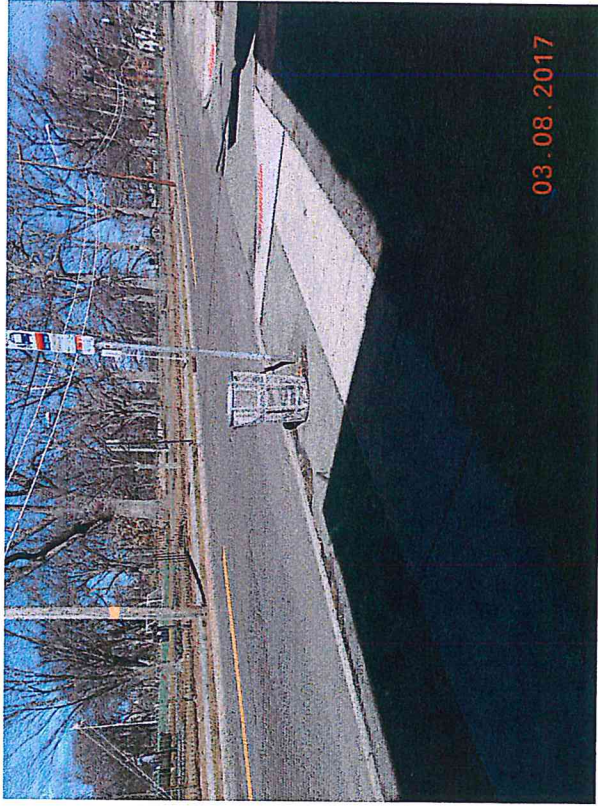
THIS BUS SHELTER IS MAINTAINED BY
IRVINGTON TOWNSHIP

COUNTY ESSEX	MUNICIPALITY IRVINGTON TOWNSHIP	DATE 3/16/17	GROVE STREET, NORTHBOUND, AT OLSON PLACE, NEAR SIDE.
RIGHT OF WAY COUNTY	ABUTTING OWNER BUILDING # 1206		
STOP STATUS APPROVED	LINES SERVED: 37, 90 AND 107 LINES	SHELTER TYPE 5'x10' CANTILEVER	
BUS STOP # 17818	REQUESTOR CONTACT: MUSA A. MALIK, BUSINESS ADMINISTRATOR (973)399-8111		

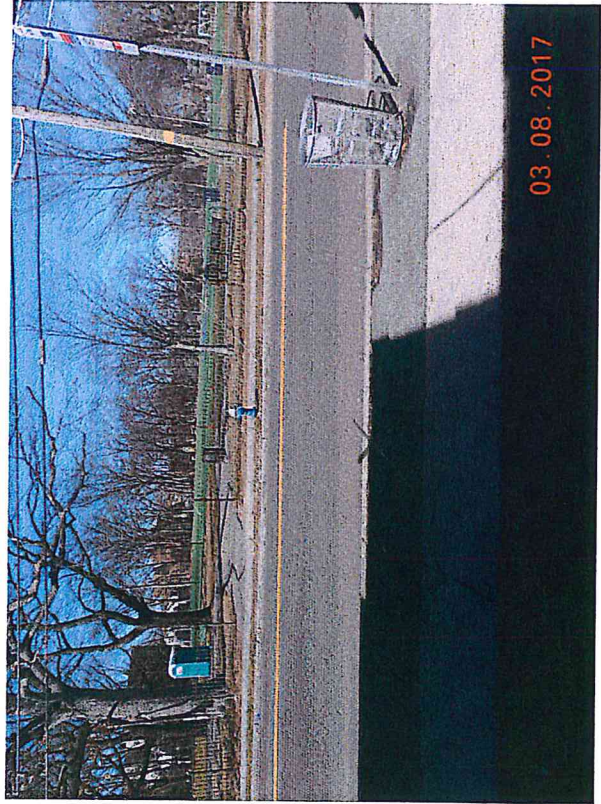
BUS SHELTER SITE PLAN
NJ TRANSIT BUS OPERATIONS INC.
ONE PENN PLAZA EAST
NEWARK, N.J. 07105

BSI Bus Stop Picture

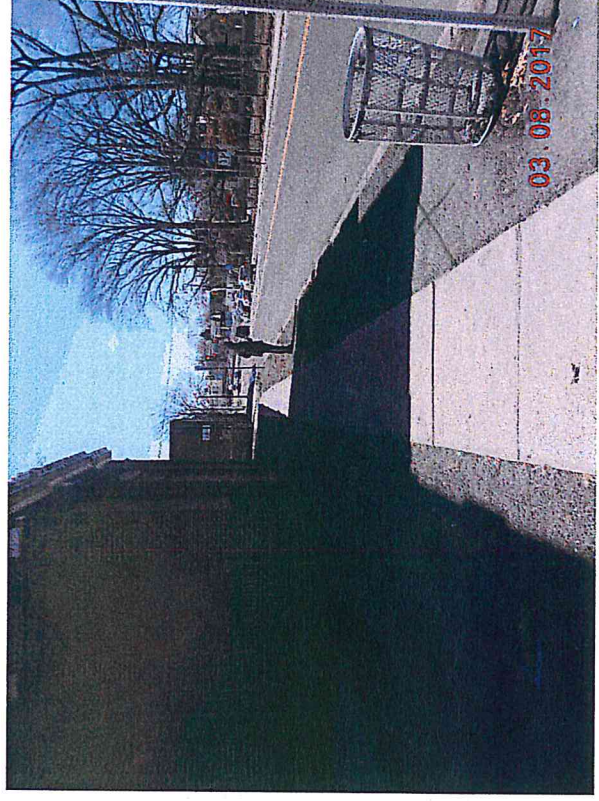
Stop Num: 17818 Date Added: 3/16/2017
File Name: Grove St NB at Olson PI NS (6).JPG



Stop Num: 17818 Date Added: 3/16/2017
File Name: Grove St NB at Olson PI NS (2).JPG



Stop Num: 17818 Date Added: 3/16/2017
File Name: Grove St NB at Olson PI NS (5).JPG



Stop Num: 17818 Date Added: 3/16/2017
File Name: Grove St NB at Olson PI NS (8).JPG



Shelter Design Options
Irvington Township
(Essex County)

Bus Shelter Location(s): Along Chancellor Avenue, westbound, at Coit Street, near side
Along Grove Street, northbound, at Olson Place, near side

NJ TRANSIT will provide a bus shelter(s) at the location(s) listed above in the frame color and roof style indicated below by the Sponsor. Requests for design changes after installation is completed or while installation is in progress will be the responsibility of and at the expense of the Sponsor. NJ TRANSIT's standard bus shelter is 5' X 10' in size.

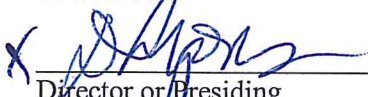
(Select One.)

1. _____ Frame Color - Black (Pantone Black 5 U 2X) (Pemberton Style as shown in brochure.)
Roof Style: Dome.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)
2. _____ Frame Color - Dark Green (Pantone 3435 C) (New Lisbon style as shown in brochure.)
Roof Style: Dome.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)
3. _____ Frame Color - Black (Pantone Black 5 U 2X) (Ikea style as shown in brochure.)
Roof Style: Peaked.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)
4. _____ Frame Color - Dark Green (Pantone 3435 C) (Trenton style as shown in brochure.)
Roof Style - Peaked.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)
5. _____ Frame Color - Black (Pantone Black 5 U 2X) (Not shown on brochure, but similar to
Roof Style - Barrel. Fair Lawn Plaza style.)
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)
6. _____ Frame Color - Dark Green (Pantone 3435 C) (Fair Lawn Plaza style as shown in
Roof Style - Barrel. brochure.)
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)

ATTEST:


Clerk

SPONSOR:


Director or Presiding
Officer **DAVID LYONS**

8/15/17
Date

N.J. TRANSIT BUS OPERATIONS INC.
ONE PENN PLAZA EAST NEWARK, NEW JERSEY 07105



PEMBERTON TOWNSHIP

Frame Color - Black (Pantone Black 5 U 2x)
Roof Style - Dome Roof Color - White



IKEA PARAMUS, NJ

Frame Color - Black (Pantone Black 5 U 2x)
Roof Style - Peaked
Roof Color - Tinted



NEW LISBON, NJ

Frame Color - Dark Green (Pantone 3435 C)
Roof Style - Dome
Roof Color - White



TRENTON BUS SHELTER

Frame Color - Dark Green (Pantone 3435 C)
Roof Style - Peaked
Roof Color - Tinted



FAIR LAWN PLAZA

Frame Color - Dark Green
Roof Style - Barrel
Roof Color - White
(Trash receptacle not included.)

JUNE 2013