

ORDINANCE NO. 2013- 45

AN ORDINANCE ESTABLISHING BUS STOPS
AT CERTAIN LOCATIONS ALONG MAYSLANDING ROAD.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VINELAND AS
FOLLOWS:

SECTION 1. The following described locations are hereby designated as “No Parking Bus Stop” zones, pursuant to N.J.S.A. 39:4-8(e):

1. Along County Route 552 (Mayslanding Road), eastbound, on the southerly side thereof at:

a) Union Road – midblock
Beginning 2,800 feet from the easterly curblineline of Union Road and extending 135 feet easterly therefrom.

2. Along County Route 552 (Mayslanding Road), westbound, on the northerly side thereof at:

a) Union Road – midblock
Beginning 2,800 feet from the easterly curblineline of Union Road and extending 135 feet easterly therefrom.

SECTION 2. The City of Vineland will enforce the needed traffic regulations governing the aforementioned bus stop locations and provide the necessary police security to ensure the safety of the traveling public. Signs shall be erected and maintained as authorized by the Commissioner of Transportation of the State of New Jersey.

SECTION 3. All ordinances or provisions thereof inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. This Ordinance shall take effect upon passage and publication as provided by law and upon approval of the Commissioner of Transportation of the State of New Jersey.

Passed first reading:

Passed final reading:

Approved by the Mayor:

President of Council

Mayor

ATTEST:


City Clerk



August 8, 2013

MEMORANDUM

TO: Denise Monaco, Business Administrator

FROM: Brian Myers, PE, City Engineer 

RE: Bus Stops/Bus Shelters
Mayslanding Road @ Cumberland Family Shelter



I have reviewed the proposed location of the Bus Stops and do not have any objections. The only concern I have is related to the maintenance requirements for the shelter in the agreement. At the proposed location, vandalism may be high with the lack of activity in the area.

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
James S. Simpson, Board Chairman
James Weinstein, Executive Director

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

July 19, 2013

Denise Monaco
Business Administration
640 E. Wood Street
Vineland, NJ 08362



Subject: Request for Bus Stops & Shelters

Dear Ms. Monaco:

At the request of William Rafferty, PE, County Engineer, NJ Transit would like to establish two bus stops with shelters along County Route 552 at the Cumberland County family Shelter. I have enclosed a bus stop resolution to establish the bus stops and also enclosed are three sets of a Municipal Sponsor/County Co-Sponsor Agreement and a Resolution requesting NJ TRANSIT to install bus shelters. Also enclosed is a Shelter Design Options check off sheet.

Please ask your Mayor and Council to adopt the resolution requesting the bus stops and 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 their names and titles in the space provided under the signatures and have each signature page notarized.

The three sets of the Municipal/County Sponsor Agreements and Resolution should be forwarded to the Director of Cumberland County Planning Board. The County must endorse the agreements and adopt a county concurring resolution. Upon receipt from the County, I will submit the agreements to our Deputy Attorney General for review and signature. A fully executed agreement will be forwarded to you for your records.

If you have any questions, please feel free to contact me at (973) 491-7820.

Thank you for your support of public transportation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel O'Gorman", with a long, sweeping horizontal line extending to the right.

Daniel O'Gorman
Field Representative

cc: (without attachments)
William Rafferty

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR AND COUNTY CO-SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS
ON COUNTY ROADS

This agreement made as of _____ by and between NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the City of Vineland (hereinafter "Sponsor") and the County of Cumberland, (hereinafter "Co-sponsor") 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 and Co-Sponsor desire 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 to NJ TRANSIT by its resolution dated _____, and the Co-Sponsor has concurred with said application by its resolution dated _____, which resolutions are hereby made a part of this Agreement, for the installation of a bus shelter(s) at certain locations within the City of Vineland in the County of Cumberland, 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 City of Vineland, the County of Cumberland, 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 two (2) 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., and the Co-Sponsor 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 and Co-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 and/or Co-Sponsor hereby grant NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants 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) the Sponsor shall assume ownership and possession of the bus shelter(s) and shall retain

ownership of said shelters(s) subject to the terms, condition, 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 substitution 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, NJ TRANSIT may, by its agents, enter upon the site of said 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 a 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(s). 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, NJDOT, and the Co-Sponsor, 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, and the Co-Sponsor, 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 omission 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, whether negligent or not, of the Sponsor or Co-Sponsor, their 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 and Co-

Sponsor as insured and shall contain a provision that no act or omission of Sponsor and Co-Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancellable 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, NJDOT and the Co-Sponsor. 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 and Co-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:

SPONSOR:

Clerk

Director or Presiding Officer Date

Name (Type or Print):

Name (Type or Print):

Title (Type or Print):

Title (Type or Print):

ATTEST:

CO-SPONSOR:

Clerk

Director or Presiding Officer Date

Name (Type or Print):

Name (Type or Print):

Title (Type or Print):

Title (Type or Print):

ATTEST:

NJ TRANSIT CORPORATION

By: _____
Date

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

JOHN HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

BY: _____
Deputy Attorney General Date