

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF
THE PRINCETON HOUSING AUTHORITY**

RESOLUTION 2016-3

WHEREAS, the PHA was approached by the Municipality requesting permission to install a public transportation bus shelter in front to the Pannell Learning Center on the Witherspoon Street which could benefit PHA residents in addition to the local community; and

WHEREAS, the PHA met with the Municipality to discuss the request and choose a mutually agreeable location which is indicated in the attached shelter diagram; and

WHEREAS, the attached agreement specifies the roles and responsibilities of the PHA, Municipality and NJ Transit should the agreement be acceptable to all parties.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Princeton Housing Authority does hereby resolve to approve the execution of the agreement for the installation of a NJ Transit bus shelter as indicated in the agreement.

Motion Logan

Second Sipprelle

Governing Body Member:

Aye

Nay

Abstain

Absent

Leighton Newlin

✓

Toby Levy

✓

Henry Pannell

✓

Linda Sipprelle

✓

Rev. Dr. Deborah Brooks

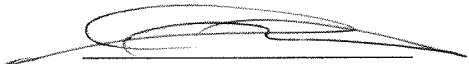
✓

Alvin McGowen

✓

Bertha Logan

✓


Secretary's Signature

Date

3/15/16

PRIVATE PROPERTY RIGHT OF ENTRY AGREEMENT

BETWEEN NJ TRANSIT CORPORATION

AND

PRIVATE PROPERTY OWNER

FOR INSTALLATION OF BUS SHELTERS

This Agreement made as of _____ among the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT"), Municipality of Princeton (hereinafter "Sponsor") of the bus shelter, and Princeton Housing Authority (hereinafter "Owner"), owner of property located in Princeton, at 2 Clay Street, County of Mercer, State of New Jersey, and also known as Lot Number 105, Block Number 15.02, on the Tax Map of the (City, Town, Borough of) Princeton, County of Mercer, State of New Jersey. (Hereinafter "Property").

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, in certain locations throughout the State there is limited or inadequate space for bus shelters on the public road right-of-way; and

WHEREAS, in certain locations throughout the State there is a special and/or unique need for a bus shelter; and

WHEREAS, the Owner desires bus shelter(s) to be installed to provide a convenient waiting area for the commuting public, thereby enhancing the use of its property; and

WHEREAS, Sponsor has made application to NJ TRANSIT for the installation of bus shelter(s) at certain location(s) on or partly on the Property, such location(s) is hereinafter referred to as the "Shelter Area".

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

1. The Owner represents that it is the fee owner of the Property.
2. The Owner hereby grants to NJ TRANSIT, the New Jersey Department of Transportation (NJDOT) and the Sponsor permission to enter upon the Property and to install, and maintain thereon, and to subsequently remove therefrom 1 bus shelter(s).
3. Owner hereby grants NJ TRANSIT, Sponsor, and bus patrons permission to enter onto the Shelter Area depicted on the attached shelter diagram.
4. The bus shelter(s) will be installed by NJ TRANSIT and maintained by the Sponsor pursuant to a certain Agreement between NJ TRANSIT and the Sponsor for procurement and installation of bus shelter(s) executed as of _____, which Agreement is attached to and made a part of this Agreement. 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 will bear all obligations and costs necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or

slopes.

5. The bus shelter(s) to be installed on the Property are to be installed at the locations set forth in Exhibit A, which is attached to and made a part of this Agreement.
6. No advertising shall be mounted or attached to, or displayed in or at the bus shelter without the prior written approval of NJ TRANSIT.
7. At no time shall a bus shelter be removed or relocated without prior written approval by NJ TRANSIT. If the Owner wishes the removal and/or relocation of a bus shelter from a location designated in this Agreement, it shall notify NJ TRANSIT in writing and NJ TRANSIT shall remove the bus shelter within thirty (30) days of Owner's request. If NJ TRANSIT wishes the removal and/or relocation of a bus shelter from a location designated in this agreement, NJ TRANSIT may, at its sole discretion, upon thirty (30) days notice to Owner, remove or relocate the bus shelter.

BY FIELD REPRESENTATIVE: JOE DE MAURO
 PHONE#: (973) 491-8405

SCALE 1" = 20'

CLAY STREET

CLAY STREET LEARNING CENTER

NJ TRANSIT TO PROVIDE AND
 INSTALL (3) BOLLARDS

NJ TRANSIT TO INSTALL (2)
 CONCRETE PADS: 6'x9' AND 5'x5.5'

75'

NJ TRANSIT TO
 INSTALL PROPOSED
 5'x7' BUS SHELTER

(PROPOSED BUS STOP)

PROPOSED NEW BUS STOP LOCATION

WITHERSPOON
 STREET

FRANKLIN
 AVENUE

THIS SHELTER IS MAINTAINED BY
PRINCETON

NOTE:
 POUR 2 CONCRETE PAD(S)
 DIMENSIONS 5 X 5.5 + 9 = 3 SY
 DIMENSIONS 6 X 9 = 6 SY

| | | |
|---|--|------------------------------|
| COUNTY MERCER | MUNICIPALITY PRINCETON | DATE 12/21/2015 |
| RIGHT OF WAY MUNICIPAL | ABUTTING OWNER PRINCETON HOUSING AUTHORITY | SHELTER TYPE 5'x10' CANT. |
| STOP STATUS PROPOSED | LINE SERVED 605 | |
| BUS STOP # NEW | REQUESTOR CONTACT (609) 921-7077 ROBERT KISER, P.E., PRINCETON ENGINEER | |
| Witherspoon Street, southbound at Clay Street, far side | | |
| BUS SHELTER SITE PLAN NJ TRANSIT OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, NJ 07105 | | |