

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2017-091

Council Meeting Date: 03-13-2017

Date Adopted: 03-13-2017

TITLE: RESOLUTION AUTHORIZING TEMPORARY ACCESS PERMIT FOR NJ
TRANSIT PROPERTY WITH RESPECT TO MILE POST 25.9 TO 26.1

Councilperson Madden submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize a Temporary Access Permit with NJ Transit with respect to mile post 25.9 to 26.1 in the Borough of New Providence, in the forms attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 13th day of March, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 13th day of March, 2017

Wendi B. Barry, Borough Clerk

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Acting Commissioner
Dennis J. Martin, Interim Executive Director



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

March 6, 2017

Borough of New Providence
360 Elkwood Avenue,
New Providence, NJ 07974

Re: Temporary Access Permit for Ingress and Egress along New Jersey Transit's Gladstone Branch, Mile Post 25.9 to 26.1, New Providence, New Jersey

Dear Mr. Rizzo,

In connection with the attached e-mail dated February 24, 2017 for Temporary Access to NJ TRANSIT property, attached is our Standard Temporary Access Permit for your review and handling.

Please arrange to obtain the required notarized signatures on all three originals, and submit them back to me, as soon as possible, for final execution and implementation. Please include the application and use fee of \$500 payable to NJ TRANSIT.

All Employees working within NJ Transit's Right Of Way must be safety trained before work can begin. For all insurance questions please contact Nancy E. Medwid of our Risk Management Department at nmedwid@njtransit.com. Attached is the safety training instruction and enrollment form for your use. Please arrange for training prior to setting up your fieldwork.

If necessary, upon receipt of these documents, we shall contact you to arrange a site meeting to discuss any necessary coordination items. If you have any further questions, please feel free to contact me at (973) 491-8301.

Sincerely yours,

Raymond Maleski
Principal Project Engineer

Copies to: Joe Haddad

Temporary Access Permit

The New Jersey Transit Corporation and its subsidiary NJ Transit Rail Operations, Inc. collectively, NJ TRANSIT) grant permission to the Borough of New Providence (Permittee), as well as their authorized agents and contractors to enter upon NJ TRANSIT property [located at [Transit's Gladstone Branch, Mile Post 25.9 to 26.1, New Providence, New Jersey] for the purpose of access only pursuant to its proposal annexed as Exhibit A and subject to the following terms and conditions:

1. The Permittee is fully responsible for adherence to the terms and conditions of this Permit.
2. This Permit allows use of the NJ TRANSIT property [located at Transit's Gladstone Branch, Mile Post 25.9 to 26.1, New Providence, New Jersey] and identified herein by the Permittee, their authorized representative(s) or contractors and no others. The Permittee shall provide a list of their authorized agents and contractors to NJ TRANSIT prior to entry upon NJ TRANSIT's property.
3. Use of NJ TRANSIT property will be restricted to those areas as shown in the proposal annexed hereto as Exhibit A.
4. The Permittee may enter upon and use NJ TRANSIT property only when protected by an NJ TRANSIT flagman or flagmen unless specifically otherwise authorized by NJ TRANSIT from 9:00 a.m. to 3:30 p.m., Monday through Friday until expiration date provided in paragraph 28.
5. At no time will the number of Permittee's representatives exceed ten (10) people.
6. The Permittee shall contact Raymond Maleski at (973) 491-8301 with a minimum of fourteen (14) days advance notice prior to entering upon NJ TRANSIT property for scheduling of flagmen and appropriate other support services as required (i.e., Signal, Track, Electrical, Communications, Structures or Environmental Services). The permittee must contact NJ-1-Call at (800) 272-1000 to identify buried third party facilities prior to performing any excavation work within NJ TRANSIT's Right-of-Way. If permittee fails to timely provide such notification to NJ-1-Call, the permit will be immediately canceled.
7. In case of an on-site emergency, the Permittee must contact the NJ TRANSIT Chief Train Dispatcher at (201) 714-2781.
8. NJ TRANSIT's Division Engineer or his representative at (201) 714-2735 shall have complete control over the activities of the Permittee associated with the use hereby permitted including the actions of personnel of the Permittee in matters relating to safety.
9. All operations of the Permittee shall be carried on in such a manner so as not to interfere with NJ TRANSIT property and train operations or the use of any associated NJ TRANSIT facilities by its employees or commuters. NJ TRANSIT reserves the right to review and approve all means and methods to be employed

Temporary Access Permit

for the purpose of entry.

10. Use of NJ TRANSIT property will be further restricted as follows, unless specifically authorized by the on-site NJ TRANSIT qualified employee (i.e. a flagman):
 - (a) No entry to NJ TRANSIT property is authorized unless protected by an on-site flagman.
 - (b) All workers must maintain a distance of no less than eighteen (18) feet from the track and any tools, vehicles or equipment being utilized must not extend closer than eighteen (18) feet from the track.
 - (c) When a train is approaching, all workers must cease work, stand clear of the track, and face the approaching train.
 - (d) No worker is permitted to cross the railroad tracks at any area other than designated grade crossings.
 - (e) No tools or working materials are permitted to be left along the NJ TRANSIT Right-Of-Way.
 - (f) In no event shall equipment or materials be transported across a track or tracks without special permission and appropriate flag protection.
 - (g) The Permittee is responsible for damage to any and all NJ TRANSIT property and any utilities located thereon, whether above or below ground.
 - (h) All equipment and materials to be used upon the property of NJ TRANSIT shall be kept at all times at least 15 feet from all signal, communication and overhead catenary systems unless protected by a Signal, Communications or Electric Traction Department representative.
 - (i) If the work required under this permit will involve any aerial or lifting operation over active tracks the work shall be done in accordance with the latest edition of NJ TRANSIT's "General Requirements for Working on NJ Transit Property".
 - (j) The Permittee shall inform all employees, agents, contractors, servants and officials of the above mentioned property restrictions (a) through (i). All employees, agents, contractors, servants and officials of the Permittee must be safety trained prior to entering NJ TRANSIT property.

Temporary Access Permit

11. NJ TRANSIT will supply all appropriate personnel deemed necessary to support the work and to protect NJ TRANSIT operations.
 - (a) The Permittee shall reimburse NJ TRANSIT for all labor costs and direct expenses in connection with providing flagging protection, construction inspection, project management and any necessary force account support for the continued maintenance and operation of NJ TRANSIT and any specific work required or requested by the Permittee. Any material usage will be billed at the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses. The current hourly billing rate for NJ TRANSIT labor is **\$92.87**. This rate is adjusted annually effective July 1. All hours incurred will be billed including, but not limited to contractual overtime and travel time.
 - (b) NJ TRANSIT shall prepare Standard 2306 Daily Participation Reports, to be verified by the Permittee's field personnel, which will identify all daily direct labor, equipment and vehicles deemed necessary to support the work.
 - (c) The Permittee shall remit payment to NJ TRANSIT within 30 days after receipt of an invoice. The Permittee shall pay NJ Transit a late charge of three percent (3%) of the total unpaid invoice amount for every month the invoice is owed and outstanding until the invoice is paid in full. Any reasonably disputed cost item(s) in any invoice, shall be deducted from the amount to be paid NJ TRANSIT provided the disputed items are documented in writing and submitted to the Manager of Third Party Billings, One Penn Plaza East, Newark, NJ 07105. Upon resolution, all disputed amounts remaining due will be paid within 30 days.
12. Before leaving the premises, the property as identified in Exhibit A, Permittee at its sole cost and expense shall restore the property identified on Exhibit A to the same condition it was prior to usage by the Permittee, except for those changed conditions relating to the trimming and clearing of vegetation.
13. In granting this Permit, NJ TRANSIT assumes no obligation whatsoever in connection with the use, work, and/or occupancy by the Permittee and is not obligated to make any repairs to the property or furnish workers, equipment or materials in connection with such use, work, and/or occupancy by the Permittee, except personnel as required under Section 11.
14. The Permittee shall indemnify, defend, keep and save harmless NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operators, and other railroad(s) operating on the affected property, their successors, assigns, contractors, agents, employees, servants or officials, and each and every one of them or any other designee of NJ TRANSIT, (the "Indemnified Parties") against all claims, just or unjust, made against the Indemnified Parties on account of injuries, deaths, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, cost and expenses which may in anywise accrue against the Indemnified Parties in consequence of the granting of a Permit or which may in anywise

Temporary Access Permit

result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligent acts or omissions of the Indemnified Parties and the Permittee shall appear, defend and pay, as its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties in any such action, the Permittee shall, at its own expense, satisfy and discharge the same. The railroad operations involve some risk, and the Permittee, as part of the consideration for a Permit, and with full knowledge and appreciation of such risk, shall release and waive any right to ask for or demand any special, direct, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, for or on account of any loss or injury to any property of the Permittee and its employees, including property in the care, custody, and control of the Permittee, and to the Facilities and contents thereof that are over, under, upon, or in the property of NJ TRANSIT, including loss of, or interference with, service or use thereof, or loss of profits or revenue, cost of capital, cost of replacement services, claims of customers or third parties, whether or not it shall be alleged or determined that the cause thereof was breach of contract, breach of warranty, negligent acts or omissions of the Indemnified Parties or the Permittee, their successors, assigns, contractors, agents, employees, servants and officials or of other persons.

15. In addition to other insurance carried by Permittee, Permittee shall carry, or cause to have carried during any Project construction, through completion and acceptance of the Project by NJ TRANSIT and for the entire period of occupancy permitted herein, insurance coverage of the following kinds and minimum amounts:

(a) Permittee's Comprehensive General Liability Insurance

The Permittee shall purchase and maintain a comprehensive general liability policy of insurance. This policy shall protect Permittee, NJ TRANSIT and the Indemnified Parties, against liability which arises in consequence of granting this Permit, including access thereto over NJ TRANSIT's adjacent property and/or which arises from any of the claims indicated in Indemnification Paragraph 14 against which Permittee is required to indemnify NJ TRANSIT. The policy is to be written by a good and solvent insurance company authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by companies acceptable to NJ TRANSIT. This policy shall name NJ TRANSIT as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. The coverage limits of the policy shall be not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. NJ TRANSIT reserves the right to require reasonable increases in the coverage limits from time to time.

(b) Automobile Liability Insurance

Minimum of two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured.

(c) Contractors' and/or Subcontractors' Comprehensive General Liability Insurance

The Permittee shall furnish evidence by virtue of a standard certificate of insurance that, with respect to any work or activities performed by its contractors and/or subcontractors hereunder, they carry in their own behalf Comprehensive General Liability Insurance in

Temporary Access Permit

the amount of \$5,000,000 per occurrence for damages arising out of bodily injuries or death and/or Property Damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Should Permittee be self-insured, it is required to supply annually a letter certifying that it is self-insured and is complying with all laws and regulations required for self-insurance.

(d) Contractor's Pollution Liability Insurance

The Permittee shall furnish evidence of contractor's pollution liability insurance covering the liability of its contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of contractor or its subcontractor. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured.

(e) Railroad Protective Public Liability Insurance

In addition to the above, Permittee shall furnish evidence in the form of one signed copy and one certified copy of the Railroad Protective Public Liability Insurance Policy that, with respect to the operations it, its contractors, or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (AAR- AASHO form) in the name of NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operator, and other Operating Railroad providing for a limit of not less than \$2,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for all damages as a result of more than one occurrence. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Attachment I, as amended).

(i) The address of NJ TRANSIT CORPORATION shall appear as Director of Risk Management and Insurance, One Penn Plaza East, Newark, NJ 07105-2246. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted.

(f) Workers' Compensation and Employer's Liability Insurance

The Permittee shall provide to NJ TRANSIT a certificate of insurance showing that the coverage the Permittee, its contractors and/or its subcontractors carry for Workers' Compensation is within the statutory limits of the State of New Jersey. In case any class of employees on the Project under this Permit is not protected under the Worker's Compensation Statute, the Permittee shall provide and shall cause each subcontractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Temporary Access Permit

Employer's Liability	\$1,000,000 each accident \$1,000,000 each employee disease \$1,000,000 policy limit – disease
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(g) (i) All insurance required by the Permit shall be provided at the sole cost of Permittee and shall be in full force and effect until all work is completed to the satisfaction of NJ TRANSIT. Proof of insurance must be provided prior to entering upon the property, with a copy of the general accord statement being supplied to NJ TRANSIT's Manager Right-of-Way Engineering or his representative.

(ii) All insurance policies or certificates shall contain the following cancellation notice: "This policy is not subject to cancellation or change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to the Director, Risk Management and Insurance, New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey, 07105-2246."

(iii) All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned railroad property.

(i) Proof of insurance must be provided prior to entering upon the property, with a copy of the general accord statement being supplied to the Right-of-Way Engineering Department c/o Mr. Raymond Maleski, One Penn Plaza East, Newark, New Jersey, 07105. The Permittee shall carry insurance coverage of the following kinds and minimum amounts, or such additional amounts as NJ TRANSIT deems appropriate from time to time:

16. The foregoing insurance coverage is not intended to, nor does it limit the liability of the Permittee to hold NJ TRANSIT harmless as set forth in Paragraph 14. It is understood and agreed that the procurement of insurance in these amounts does not in any way or manner whatsoever limit the Permittee's liability to NJ TRANSIT under this Permit and in the event the insurance procured by the Permittee does not cover a particular loss, the Permittee shall be liable to NJ TRANSIT for the full amount of any and all loss and damage as provided herein.
17. NJ TRANSIT shall not be liable to the Permittee for loss, damage or liability of any kind or nature whatsoever sustained by the Permittee, its successors or assigns by reason of any failure to fulfill its obligations herein in the event of a strike or walkout on the part of its employees or on the part of any other person or persons or by reason of any embargo or requirement of any federal, state, municipal or other governmental authority or by reason of any other event of any kind beyond the control of NJ TRANSIT which in any way affect the ability of NJ TRANSIT to perform its obligations herein.
18. The Permittee, at its sole cost and expense, shall obtain such licenses, permits, or authority from federal, state, municipal or other government bodies or agencies as may be necessary and shall comply with all applicable regulations of

Temporary Access Permit

such bodies or agencies and shall also pay any and all federal, state, municipal or other taxes, fees or assessments imposed or levied upon the operations described herein and shall save NJ TRANSIT harmless from any and all fines, penalties, taxes, fees or other liabilities arising in connection with any and all activities conducted by the Permittee on NJ TRANSIT property.

19. Upon execution of this Permit, the Permittee shall pay to NJ TRANSIT a total of Five Hundred Dollars (\$500) as permit application and use fee. The Permittee shall reimburse NJ TRANSIT for any additional labor, equipment and material costs incurred by NJ TRANSIT after the issuance of this Permit. Permittee shall make payment within 30 days of receipt of invoice.
20. If the Permittee cancels or does not appear as provided in this Permit, no refund shall be made and all fees shall be payable to NJ TRANSIT by the Permittee as liquidated damages, not as a penalty, and the Permittee shall also reimburse all expenses incurred by NJ TRANSIT in connection with the use covered by this Permit.
21. This Permit may be terminated or suspended by NJ TRANSIT if the Permit conditions are not met.

This Permit may also be terminated if in the sole opinion of NJ TRANSIT, the actions or inactions of the Permittee affect railroad safety or rail operations, or both, NJ TRANSIT shall have the sole discretion to immediately terminate or suspend the Permit without advance notice to the Permittee. If the actions or inactions of the Permittee are such that they do affect the safety or operations, or both, of the railroad, NJ TRANSIT shall notify the Permittee in writing that the Permittee' actions or inactions constitute a breach of the Permit. In such event, the Permittee shall cure such breach, or, if it does not do so within 10 days of notice, NJ TRANSIT shall have the right to terminate the Permit without further notice. In the alternative, NJ TRANSIT may elect to correct the breach of the Permit and charge the Permittee all costs (both direct and indirect) attributable to such action on the part of NJ TRANSIT.

The terms and conditions of this Permit are considered as understood and agreed upon prior to entry to NJ TRANSIT property and any unauthorized activities not specifically allowed herein may be considered grounds for termination.

22. This Permit may be changed at the Permittee' request provided a written request for desired changes or extension submitted to NJ TRANSIT with sufficient time for review and approval prior to execution and implementation.
23. The Permittee shall furnish NJ TRANSIT copies of all documents that may be in the Permittee's possession pertaining to any environmental concern on the NJ TRANSIT property. This documentation shall include, but not be limited to, all official communication regarding the site, any/all work and/or sampling plans, sampling results, and any other documents that have any relevance on TRANSIT operations. This documentation shall be sent via certified mail to Mr. John Geitner, Senior Director Energy, Environment & Sustainability. NJ TRANSIT Environmental Services Unit, One Penn Plaza East, Newark, New Jersey 07105-2246 with a copy of the cover letter to Right-of-Way Engineering Department, c/o

Temporary Access Permit

Mr. Joseph Haddad, One Penn Plaza East, Newark, New Jersey, 07105

- 24. Permittee shall conduct all activities under this Permit in compliance with all applicable federal, state and local laws, rules and regulations designed to prevent or control the discharge of substances into the land, water and air to protect individual health and safety. The Permittee will indemnify, hold harmless and defend NJ TRANSIT, its officials, employees, agents and assigns from and against any and all suits, actions, proceedings, costs, fines, penalties and claims arising from the Permittee's violation of any such environmental, health or safety laws, rules or regulations whenever such suits, actions, claims or proceedings shall be commenced, or whenever such costs are accrued.**

Permittee shall take reasonable and necessary precautions to prevent the discharge of hazardous substances, including asbestos and petroleum products, onto NJ TRANSIT property or into the environment, including the air. Failure to comply with this condition shall be considered grounds default, and NJ TRANSIT may terminate or suspend this permit in accordance with Section 21.

The indemnification obligations herein shall survive the completion or termination of this Permit.

25. No Director, Commissioner, officer, agent or employee of the Permittee and/or NJ TRANSIT or other operating agency shall be charged personally with any liability or held liable under any term or provision of this Permit or because of its execution or attempted execution because of any breach hereof.
26. This permit shall be construed in accordance with the Laws of the State of New Jersey.
27. The Permittee covenants that the individual executing this permit has the authority to legally bind the Permittee.
28. This Temporary Access Permit shall expire upon the earlier occurrence of one (1) year from date of execution or completion of work required under Exhibit A.
29. Environmental Provisions
- (a) Permittee shall provide NJ TRANSIT with copies of laboratory results for all environmental testing conducted on NJ Transit property. Permittee shall also provide NJ Transit with copies of all environmental reports and correspondence with regulatory authorities regarding any environmental issues on NJ Transit property. The Permittee shall be responsible for all notification and filing requirements of any governmental agency having jurisdiction over the Property.
- (b) The Permittee shall conduct all activities under this Permit in accordance with all applicable Deed Notices, Federal, State and local laws, rules and regulations, including, but not limited to, those which are designed to prevent or control the discharge of substances into or onto the land, water or air and those designed to protect individual health and safety. The Permittee shall take necessary precautions to prevent the discharge of hazardous substances including but not limited to asbestos and petroleum products onto NJ Transit Property or into the environment including the air.

Temporary Access Permit

- (c) The Permittee will indemnify, hold harmless and defend the Indemnified Parties from and against any and all suits, actions, proceedings, costs, fines, penalties and claims arising from the Permittee's violation of any such Deed Notices, laws, rules or regulations whenever such suits, actions, claims, or proceedings shall be commenced, or whenever such costs are incurred. The indemnification obligations herein shall survive the completion or termination of this Permit.
- (d) The Permittee shall be responsible for the remediation of any hazardous substances that spill, or are caused to be released, as the result of the Permittee's actions.
- (e) The Permittee shall submit a deposit of \$1000 for each permanent monitoring well that the Permittee proposes to install on NJ Transit's property. Upon notification by NJDEP that a monitoring well is no longer required, the Permittee shall close said monitoring well within thirty (30) days of such notification, at which point the deposit will be returned. If the Permittee fails to close the monitoring well within the specified period, the deposit will be forfeited and NJ Transit will close the monitoring well.
- (f) Any waste materials leaving NJ Transit's property for disposal must be sent to a facility approved by NJ Transit, including drill cuttings, soil borings, well development and purge water, used personal protective and disposable sampling equipment, and decontamination wastes shall be the property of the Permittee, who shall be the generator of record. Such wastes shall be removed from NJ Transit property as soon as practicable i.e. typically at the close of work each day.
- (g) Failure to comply with environmental requirements shall be considered grounds for default and NJ Transit may terminate or suspend this Permit in accordance with Paragraph 21. In addition, NJ Transit reserves the right to notify regulatory authorities if it believes that any laws or regulations have been violated by the Permittee.

Temporary Access Permit

Please have an authorized representative of the organization sign in the appropriate space provided below and return with the appropriate \$500 use fee for execution by NJ TRANSIT.

This Temporary Access Permit, and its Terms and Conditions are agreed to as of the day of _____, 2017.

Borough of New Providence

By: _____

NJ TRANSIT RAIL OPERATIONS, INC.

By: _____

Robert Lavell
Vice President & General Manager

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

John J. Hoffman
Acting ATTORNEY GENERAL OF NEW JERSEY

Temporary Access Permit

CONTRACTOR'S ACCEPTANCE

To and for the benefit of New Jersey Transit Corporation ("NJ Transit") and to induce NJ Transit to permit Contractor to enter on or about NJ Transit's property for the purposes of performing work in accordance with the Railroad Property Construction and/or Occupancy Permit, Temporary Access Permit, dated March 6, 2017, between New Jersey Transit, Corp. and the Wild Heart Industries, LLC,, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement including, but not limited to, its obligation to indemnify NJ Transit.

Contractor: Wild Heart Industries, LLC,

By: _____

Name: _____

Title: _____

Date: _____