

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-241

Agenda No. 10.A

Approved: APR 28 2010

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM NEW JERSEY TRANSIT FOR IMPLEMENTING A REFORESTATION PLAN FOR TREE PLANTING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARKS AND FORESTRY

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, New Jersey Transit desires to award the Department of Public Works, Division of Parks and Forestry a grant; and

WHEREAS, the grant funds will be used for implementing a reforestation plan for tree planting; and

WHEREAS, the Department of Public Works, Division of Parks and Forestry desires to accept the grant because it benefits the forestry program and will lead to a greater awareness and appreciation of trees; and

WHEREAS, this project will commence on April 28, 2010.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is authorized to execute a grant agreement with New Jersey Transit for the Department of Public Works, Division of Parks and Forestry.

RWH/sb
April 21, 2010

APPROVED: [Signature]
Rodney W. Hadley, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

MEMORANDUM OF AGREEMENT

BETWEEN

NEW JERSEY TRANSIT CORPORATION

AND

THE CITY OF JERSEY CITY

IMPLEMENTING A REFORESTATION PLAN

FOR THE ACCESS TO THE REGION'S CORE

TRANS-HUDSON EXPRESS TUNNEL PROJECT

THIS AGREEMENT, made this ____ day of _____ 2009, between New Jersey Transit Corporation, a public instrumentality of the State of New Jersey established by the New Jersey Public Transportation Act, N.J.S.A. 27:25-1 et seq., hereinafter called "NJ TRANSIT" and the City of Jersey City ("Jersey City").

WHEREAS, NJ TRANSIT is engaged, as part of upgrading its rail transit system, in the design and construction of the "Access to the Region's Core" Project (ARC) and also known as the Trans-Hudson Express Tunnel Project ("THE Tunnel Project") which will increase Trans-Hudson and intracity passenger rail capacity; and

WHEREAS, the New Jersey Department of Environmental of Protection, Division of Parks and Forestry ("NJPF") has approved a Reforestation Plan for THE Tunnel Project (copy attached as Exhibit A) pursuant to the No Net Loss Reforestation Act, N.J.S.A. 13:1D-14.1 et seq. (the Reforestation Act); and

WHEREAS, pursuant to the Reforestation Plan, NJ TRANSIT has agreed to fund the installation and maintenance of 107 trees within Jersey City to meet and potentially exceed the Reforestation Act's requirements; and

WHEREAS, NJ TRANSIT has secured a cost estimate in the amount of _____ for installation and two-year maintenance of the aforementioned trees (Exhibit B); and

WHEREAS, Jersey City supports the goals of the Reforestation Act and desires to work with NJ TRANSIT to ensure that the newly planted trees are well-maintained and survive pursuant to the Reforestation Plan; and

WHEREAS, both NJ TRANSIT and Jersey City desire to set forth their mutual understanding and agreement, concerning the means and methods by which the Reforestation Plan for THE Tunnel Project will be implemented in Jersey City.

NOW THEREFORE, NJ TRANSIT and Jersey City, for the mutual benefits to be obtained, agree as follows:

1. NJ TRANSIT will provide a lump sum payment in the amount of _____ to Jersey City to fund tree planting and two-year maintenance of 107 trees in accordance with the Reforestation Plan and cost estimate. Any additional costs for installation and maintenance shall be the responsibility of Jersey City.
2. NJ TRANSIT may inform the public about the Reforestation Plan and its implementation in such a manner as it deems appropriate.
3. Jersey City will implement all requirements contained in the Reforestation Plan as follows:
 - i. The planting will occur on public land only.

ii. The primary municipal contact for this Reforestation Plan is:

The primary municipal contact shall be available via email, cell phone, telephone and/or fax and shall be responsible for providing NJ TRANSIT relevant information, including but not limited to, information on future development plans that could interfere with tree planting candidate sites.

iii. Jersey City shall designate an Arborist who is either a New Jersey Certified Tree Expert or professional in the field of horticulture or arboriculture whose education and experience includes proper tree selection, nursery grading standards and proper planting techniques. The Arborist shall oversee the tree selection, planting design/layout, tree installation, tree maintenance process, and provide project oversight. Jersey City shall provide the Arborist contact information to NJ TRANSIT within 30 days of the execution of this Agreement.

iv. Jersey City shall ensure that the Reforestation Plan is discussed and acted on by all appropriate municipal bodies as necessary, including:

- a. The City Council or its equivalent and Mayor;
- b. The Shade Tree Commission or Committee or Board or the Environmental Commission;
- c. Department of Public Works;
- d. Police and Fire Departments;
- e. Open Space officials; and
- f. Any other municipal employees or officials that need to be aware of the Reforestation Plan.

v. Jersey City shall ensure cooperation of its Police and Fire Departments during preparation for and execution of tree plantings, including:

- a. any necessary vehicular traffic control;
- b. any necessary street closings and resolution of residential parking issues;
- c. emergency response vehicle routing; and
- d. providing contingencies for blocked hydrants, street sweeping and single lane closures.

vi. Jersey City shall ensure that all necessary permits are timely approved and issued to the contractor including:

- a. county road planting permits
- b. fire hydrant use permits
- c. construction, demolition permits

d. traffic permits of any type.

vii. Jersey City shall provide street maps, copies of the Reforestation Plan and other assistance necessary to implement the Reforestation Plan to its contractors.

viii. Jersey City shall make available to NJP&F any preexisting inventory of the trees in the selected neighborhood.

ix. Jersey City shall address any public concerns that emerge and keep NJ TRANSIT informed.

x. Jersey City shall ensure that the tree locations selected are adjacent to property owners who desire trees.

xi. Jersey City will be responsible for any and all damage to existing features, utilities, adjacent properties, and traffic during tree planting and maintenance activities. Jersey City shall take all necessary precautions to preserve existing features such as curbs, walks, fences, roads, plantings, grounds and property while performing tree planting and maintenance activities.

xii. Jersey City shall assume on-going maintenance of planted trees, for at least two years after tree planting, including but not limited to:

- a. pest/disease monitoring,
- b. watering as needed,
- c. proper pruning, and
- d. appropriate mulching.

xiii. Jersey City will secure the proper trees to be planted according to the Reforestation Plan. Jersey City will only select trees that are in good condition and are urban tolerant species or varieties appropriate for planting in the selected neighborhoods. At a minimum, the Arborist will implement the following general tree selection requirements:

- a. Select all trees from good quality stock. At a minimum they must conform to the standards set forth by the American Nursery & Landscape Association (ANLA).
- b. The tree species to be planted will be according to the Tree Species List contained in the Reforestation Plan.

xiv. To ensure a successful project, the designated Arborist, will oversee the tree planting process and perform the following, at a minimum:

- a. Follow the appropriate tree planting method according to the Tree Planting and Tree Care Specifications contained in the Reforestation Plan.
- b. Ensure that any trees to be planted near or under overhead electric lines will be of species that, due to their stature and/or shape at maturity, will not interfere or minimally interfere with electric lines.
- c. Approve the layout, size and location of the planting hole, and method of tree installation.
- d. Jersey City shall allow the NJP&F to inspect the trees and planting of trees. Jersey City shall notify NJP&F and NJ TRANSIT at least 10 days prior to any planting start date.

xv. If Jersey City chooses to retain a contractor to be responsible for the tree planting and maintenance it shall do so in accordance with its procurement procedures and all relevant procedures governing contracts involving federal funds. Jersey City will be responsible for oversight of the contractor. At a minimum the contractor(s) shall be required to:

- a. Secure any required permits, obtain mark-outs of utilities and other underground facilities, including sewerage, by contacting the NJ One-Call Damage Prevention System (1-800-272-1000) including other city departments, and make all necessary advance arrangements for the assistance of City Police and Fire Departments during preparation for and execution of tree plantings, including any necessary resident parking and traffic control and street closings and providing contingencies for blocked hydrants, street sweeping zones and garbage pick-up days.
- b. Undertake any physical preparation needed for each planting site, ensure that best planting practices are employed, including the post-planting application of stakes and mulch, and remove stakes when appropriate.
- c. Replace any trees that become unhealthy or die for a period of two (2) years from the completion of planting.
- d. Comply with all requirements contained in the Reforestation Plan, including, but not limited to, the Tree Planting and Tree Care Specifications.

4. The Reforestation Plan shall be implemented in the Spring 2010 Planting Season. All trees shall be planted before May 31, 2010.

5. In the event of a requested change in planting location or tree species, the Arborist shall prepare a proposed amendment to the Tree Planting Location Plan and Tree Species List of the Reforestation Plan. Proposed amendments to the Reforestation Plan shall be provided to NJP&F and NJ TRANSIT in a timely manner for their consideration. If

amendments to the Reforestation Plan are approved, changes shall be at no additional cost to NJ TRANSIT.

6. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by overnight commercial courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth below or to such other address or facsimile numbers as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered personally on the first business day after dispatch if sent by overnight commercial courier, or on the fifth business day after posting if sent by mail.

If to City of Jersey City:

If to NJ TRANSIT:

Arthur D. Silber
Chief, THE Tunnel Project
Two Gateway Center, 17th Floor
Newark, NJ 07105-2246
Facsimile: 973-776-3772

With a copy to:

Nicholas Caiazza
Manager, Environmental Coordination and Compliance
THE Tunnel Project
NJ TRANSIT
2 Gateway Plaza, 30th Floor
Newark, NJ 07102

7. Authority. The signatories below, on behalf of the parties, hereby warrant and represent that they have full authority to execute and enter into this Agreement and to bind each respective party to the terms hereof.

8. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their permitted assigns, any rights or remedies under, or by reason of, this Agreement.

9. New Jersey Law. This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New Jersey.

10. No Waiver. The failure of either party to insist on strict performance by the other party or to assert rights in one or more instances shall not constitute a waiver by such party of such performance or rights, either then or in the future. Any waiver shall be effective only if in writing and signed by the authorized representative of the party entitled to so waive, and then only with respect to the particular event to which it specifically refers.

11. Binding Agreement; Entire Agreement; Modification. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. Any modification or amendment hereto must be in writing and signed by the parties.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument

13. No Consequential Damages. Neither party shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages arising from or related to this Agreement, whether based in contract, tort, strict liability or otherwise.

14. Not Binding Until Executed and Delivered. The submission or exchange of this Agreement or any draft hereof for review and/or execution shall not confer any rights or impose any obligations upon the parties. The parties shall not be bound until both parties have executed and delivered this Agreement.

IN WITNESS HEREOF, the parties hereto by their duly authorized officers have executed this Agreement as of the day and year first written above.

WITNESS:

NJ TRANSIT CORPORATION

By: _____

Arthur D. Silber
Chief, THE Tunnel Project

WITNESS:

CITY OF JERSEY CITY

By: _____

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

ANNE MILGRAM
Attorney General of New Jersey

By: _____

Deputy Attorney General

**Exhibit A:
Cost Estimate for Reforestation Plan in Jersey City
ARC Project**

	Forest Impact Acreage	Minimum No. of Saplings Required By NNL Act	No. of Saplings In Reforestation Plan	Cost Estimate		Totals
				Tree Sapling Purchase & Delivery Price (\$220 per sapling)	Installation Price (\$350 per sapling, includes sidewalk cutting, excavation of tree pit, soil, fertilizer, water bags)	
City of Jersey City	0.47	96	107	\$23,540	\$37,450	\$60,990

Please Note: Jersey City Department of Parks & Forestry (DP&F) has confirmed that the trees will be watered upon planting and thereafter, the designated resident will be responsible for refilling the waterbag at a frequency determined by Jersey City DP&W.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-242
 Agenda No. 10.B
 Approved: APR 28 2010
 TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY
 TO ACCEPT LEOTEF FUNDS
 (LAW ENFORCEMENT OFFICER TRAINING AND EQUIPMENT FUND)
 FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF
 CRIMINAL JUSTICE ON BEHALF OF THE JERSEY CITY POLICE ACADEMY FOR THE
 TRAINING OF NEW POLICE OFFICERS**

COUNCIL, AS A WHOLE, Offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City, Police Academy, has been designated to receive an award of \$8,019.00 from the 2010 Law Enforcement Officers Training and Equipment Fund for the purpose of training new Police Officers; and

WHEREAS, the City cherishes its obligation to better protect the health, safety and welfare of its citizens; and

WHEREAS, upon accepting this funding award from the State of New Jersey, the City of Jersey City acknowledges its responsibility to provide excellent and high standard professional training to new recruits being trained as Police Officers; and

WHEREAS, the Jersey City Police Academy is a duly qualified and certified law enforcement teaching facility under the New Jersey Police Training Commission, and staffed by experienced personnel with dedicated service to the statewide and local law enforcement community;

NOW, THEREFORE, LET IT BE RESOLVED by the Municipal Council of Jersey City that:

- 1. The City of Jersey City is hereby authorized to accept, for the Police Academy, an award of \$8,019.00 from the State of New Jersey Department of Law and Public Safety's Law Enforcement Officers Training and Equipment Fund and,**
- 2. The Jersey City Police Academy will expressly utilize said funds to purchase training equipment and provide professional training to new police recruits to prepare them to serve and protect the public interest.**

APPROVED: Samuel Jefferson APPROVED AS TO LEGAL FORM

APPROVED: Joseph P. Brennan Business Administrator
[Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

