

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

City Clerk File No. Res. 10-794

Agenda No. 10.A

Approved: DEC 08 2010

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND PSEG FOSSIL LLC TO MILL AND PAVE SECTIONS OF JAMES AVENUE, VAN KEUREN AVENUE, AND WEST SIDE AVENUE LOCATED IN THE VICINITY OF THE PSEG FOSSIL LLC HUDSON GENERATING STATION

Council Resolution: _____ offered and moved adoption of the following

WHEREAS, PSEG Fossil LLC is constructing certain improvements at its Hudson Generating Station located at Duffield and Van Keuren Avenues, Jersey City, New Jersey; and

WHEREAS, PSEG Fossil LLC agrees to mill and pave sections of three public streets known as James Avenue, Van Keuren Avenue, and West Side Avenue (Project) at no cost to the City of Jersey City (City); and

WHEREAS, PSEG Fossil LLC must complete the Project before asphalt supply plants close for the winter; and

WHEREAS, it is expected that the Project will take approximately two weeks to complete; and

WHEREAS, PSEG Fossil LLC agrees to indemnify the City in connection with the construction of the Project improvements.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with PSEG Fossil LLC to mill and pave sections of James Avenue, Van Keuren Avenue, and West Side Avenue in the vicinity of the Hudson Generating Station.

RR
12/02/10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

2010145

Certification Required

Not Required

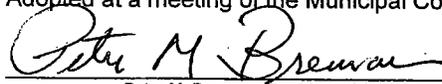
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
12/8/10 Spc. Mtg.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	ABSENT			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			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.



 Peter M. Brennan, President of Council



 Robert Byrne, City Clerk

AGREEMENT

This Agreement (this "Agreement") is hereby entered into by and between PSEG Fossil LLC, a Delaware Corporation, with offices located at 80 Park Plaza, Newark, New Jersey 07102 (the "Fossil"), and the City of Jersey City, a municipal corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the "City").

WHEREAS, Fossil is proceeding with the construction of environmental improvements at the site (the "Project"); and

WHEREAS, as part of the Project Fossil is planning to resurface certain roadways adjacent to Hudson Generating Station as shown on the sketch attached hereto as Exhibit A (the "Resurfacing"); and

WHEREAS, the City is the owner and has the responsibility for maintenance of those streets identified on Exhibit A;

WHEREAS, Fossil would like to enter into this Agreement to outline the limits of its liability associated with the Resurfacing; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to be derived herefrom, the parties covenant and agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are hereby expressly incorporated into this Agreement and made a part hereof as if set forth at length herein.

2. **Resurfacing Project**

a. Fossil shall, at its sole cost and expense, resurface the streets identified in Exhibit A pursuant to the specifications described on Exhibit B. Fossil's scope of work shall not include the installation of any drainage improvements for these roads nor shall it include any further improvements other than as specified in Exhibit B.

b. The City agrees that if the Resurfacing is completed as set forth in Exhibit B it shall retain sole jurisdiction over and future maintenance of the streets within the City-owned right-of-way identified on Exhibit A. Any liability associated with the maintenance of the streets, including any drainage issues, remain with the City. The City hereby releases and holds Fossil harmless from any claims or damages whatsoever associated with or related to the maintenance or the physical condition of the streets on Exhibit A which Fossil hereby agrees to resurface.

c. Fossil, at its sole cost and expense, shall cause any debris created by the Resurfacing to be properly disposed. If any debris created by the Resurfacing is suitable for recycling, Fossil shall arrange for same and obtain any of the benefits associated with the recycling. If the debris contains any hazardous material, Fossil shall, at its own cost and expense, arrange for the proper disposal of the hazardous debris, but shall identify the City as the generator on the billing manifest. The City shall hereby indemnify and hold Fossil harmless from any claims, damages or liability associated with the environmental condition of any roadway surface debris and Fossil shall only be responsible for the costs to dispose of same properly.

3. **Permits and Fees.** The parties understand and agree that Fossil shall, at its sole cost and expense, obtain any and all license, manifests, permits and approvals, required under federal, state and local laws and regulations, to complete the Resurfacing work. The parties further understand and agree that Fossil shall, at its sole cost and expense, pay to the City all fees including, but not limited to, review fees, application and inspection fees that may be necessary to obtain the City's approval of the Resurfacing work.

4. **Insurance.** Fossil shall at all times maintain and keep in force during the term of this Project commercial general liability insurance. This insurance must be on an "occurrence" basis, responding to claims arising out of occurrences which take place during the policy period. The commercial general liability form should provide limits of at least the following:

\$1,000,000 each occurrence of bodily injury and property damage
\$1,000,000 products completed operations aggregate
\$2,000,000 general aggregate

A copy of the certificate of insurance evidencing the required coverage shall be provided to the City upon execution of this Agreement. Fossil shall immediately provide City with notice at the address listed above if this insurance is cancelled. City acknowledges that Fossil self-insures the above-requirements and will accept a self-insurance certificate as evidence of same.

5. **Indemnification.** Fossil agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the performance of the Resurfacing activities described in Exhibit B. Fossil further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, Fossil shall, at no cost or expense to the City, defend against such claims, in which event Fossil shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. Fossil's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. **No Personal Liability.** No officials, officers or any employees of the City shall be charged personally with any liability or held personally liable under the provisions of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted breach or any provision of this Agreement or otherwise.

7. **Binding Effect.** The agreement, conditions, covenants and promises herein contained ("Provisions") shall survive completion of the Project. The Provisions of this Agreement shall inure to the benefit of and be obligatory upon the parties hereto, their successors in interest and title, licensees and assigns. A party shall make no assignment or transfer this Agreement without the written consent of the other party.

8. **Entire Agreement Amendments.** This Agreement constitutes the entire agreement by and between Fossil and the City with respect to the obligations set forth herein. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof and has been induced by no

representations, statements or agreements other than herein expressed. This Agreement may be amended or modified, in whole or in part, only by written instrument executed by all parties hereto.

9. **Signatories.** The parties hereby represent and warrant that each respective signatory hereto has been duly and lawfully authorized to execute this Agreement and to accept the rights, duties and obligations imposed hereby.

10. **Severability and Applicable Law.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement has been made and entered into in the State of New Jersey, and the laws of New Jersey shall govern the validity and interpretation hereof and the performance hereunder by the parties hereto.

11. **No waiver.** The failure of any party to this Agreement to enforce any obligation or covenant created by this Agreement, or the waiver of any breach of any obligation or covenant created by this Agreement shall not be deemed a waiver of the obligation or covenant or the right to enforce the same thereafter as to any breach thereof, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Any waiver or any provision of the Agreement. Further, no waiver shall relieve any surety from its original obligations on a bond.

12. **Headings.** Paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

13. **Counterparts.** This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed this _____ day of _____, 2010.

Witnessed or Attested by:

Witnessed or Attested by:

CITY OF JERSEY CITY

By: _____

By: _____

Dated:

Dated:

Witnessed or Attested by:

PSEG POWER LLC

By: *C. J. [Signature]*

By: *[Signature]*

Dated: 12-2-10

Dated: 12/02/10

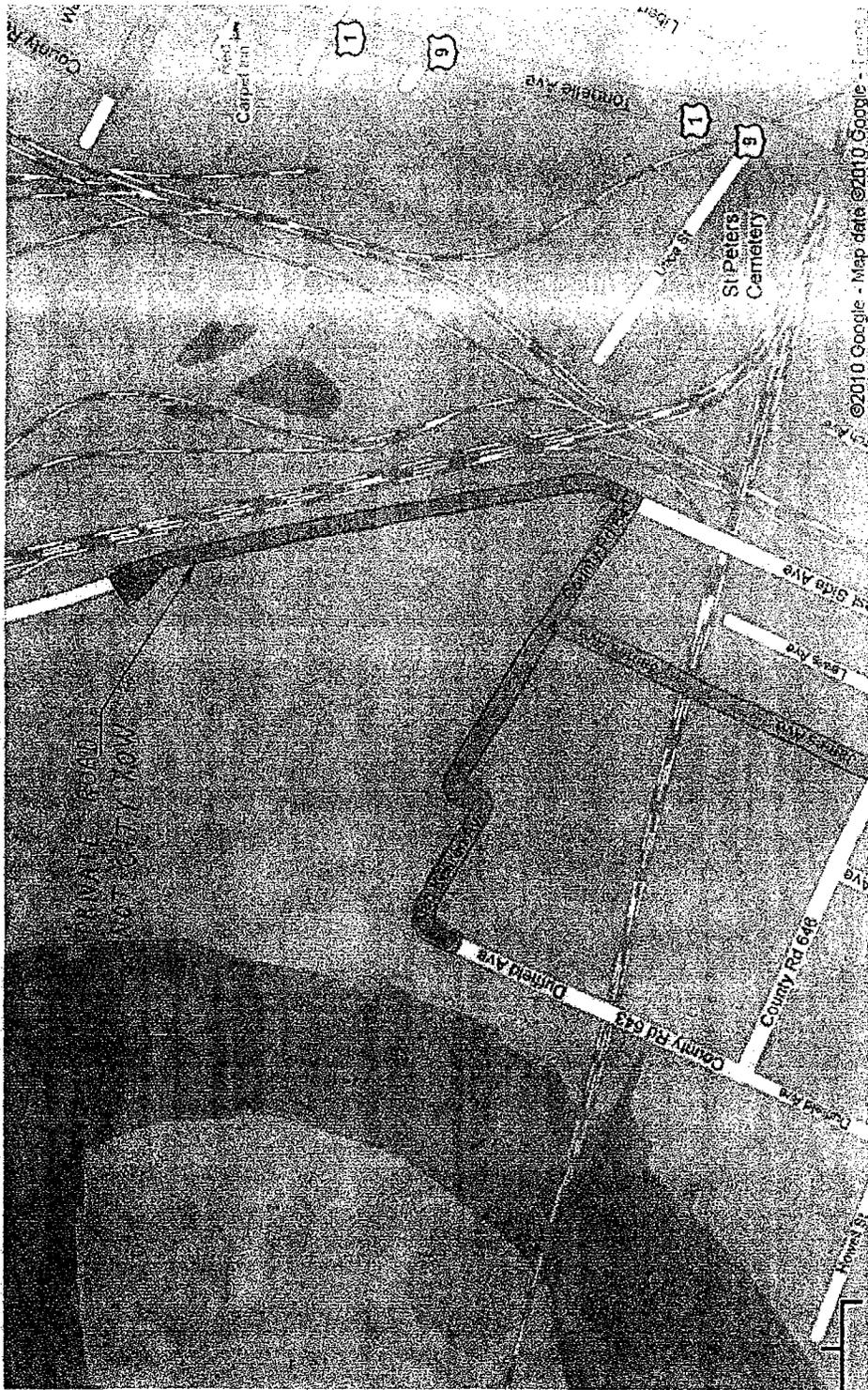


Exhibit A



PSEG

Fossil LLC

EXHIBIT B
Hudson Paving Project
Work Action Plan / Project Specification

Scope of Work

- I. Provide all work, labor, material and equipment for the installation of a new, 2" thick Surface Course as per section labeled "Parking on Both Sides" on drawing City of Jersey City – New Street Construction (Attachment 1). No sidewalk, curbing or 8' wide parking lane shall be provided for in this package. The Contractor shall mill the roadway down 2", fill potholes with hot mix asphalt, roll down roadway, and apply tack coat & 2" of surface coat asphalt mix as per Attachment 1.

Limits of paving area are as follows (refer to Attachment 2): - The private road extension of West Side Ave north of the intersection of Van Keuren and south of the PSEG entrance gate along this private road extension.

The width of all new road pavements will be equal to the width of 29' (the existing James Ave roadway at St. Pauls). Roadways shall be installed so as not to restrict access to businesses/properties in the area and phased as such. Contractor shall notify businesses fronting the affected roads.

Proposed elevations on the roadways shall be the same as existing elevations.

Millings will be disposed of off-site in full compliance with all state, county & town regulations.

The Contractor shall be in full compliance with all state, county & town regulations.

- II. Provide all work, labor, material and equipment for the installation of a new, 6" thick Asphalt Course as per section labeled "Parking on Both Sides" on drawing City of Jersey City – New Street Construction (Attachment 3). No sidewalk, curving or 8' wide parking lane shall be provided for in this package.

The Contractor shall:

Mill the roadway down 6",

Proof roll the subgrade.

Any soft spots shall be excavated and replaced with compacted DGA.

Apply a 4" thick course of Hot Mix Asphalt 19H64 Base Course

Apply a tack coat.

Apply a 2" thick surface course of 12.5H64 Hot Mix Asphalt.

Roadway will be crowned 2" from centerline to curbline.

Limits of paving area are as follows (refer to Attachment 2):

- James Ave between the intersection of St. Pauls Ave & Van Keuren Ave
- Van Keuren Ave between the intersection of Duffield Ave & West Side Ave
- The radius / intersection between Van Keuren Ave & Duffield Ave
- Approximately 50' on Duffield south of the end of the radius/intersection between Van Keuren Ave & Duffield Ave

The width of all new road pavement will be equal to the width of 29' (the existing James Ave. roadway at St. Pauls). Roadways shall be installed so as not to restrict access to businesses/properties in the area and phased as such. Contractor shall notify businesses fronting the affected roads.

Existing elevations of the roadway are to be the same as the proposed elevations.

Milling shall be disposed of offsite.

The Contractor shall be in full compliance with all state, county & town regulations.

Contractor to reset manhole covers, drain inlets and curb boxes.

Daily Action Plan:

- Day 1:** Mobilize and Mill and Sweep Private Road
- Day 2:** Pave Private Road one side at a time
- Day 3:** Mill James Ave – Road will be closed except for local traffic to Gold Coast Freight and Old Dominion
- Day 4:** Adjust Utilities, base preparation, pothole repair and unsuitable remediation. Install leveling course on James Avenue
- Day 5:** Adjust Utilities, base preparation, pothole repair and unsuitable remediation. Install leveling course on James Avenue
- Day 6:** Install base course on James Ave
Mill Van Keuren Avenue from West Side Avenue to James Avenue
- Day 7:** Install Top Course on James Avenue
- Adjust Utilities, base preparation, pothole repair and unsuitable remediation. Install leveling course on Van Keuren Avenue from West Side Avenue to James Avenue.
- Mill Van Keuren Avenue from James Avenue to bend
- Day 8:** Base pave on Van Keuren Avenue from West Side Avenue to James Avenue
- Adjust Utilities, base preparation, pothole repair and unsuitable remediation. Install leveling course on Van Keuren Avenue from James Avenue to bend.
- Mill Van Keuren Avenue from bend to end on Duffield Avenue
- Day 9:** Final pave on Van Keuren Avenue from West Side Avenue to James Avenue
- Base pave on Van Keuren Avenue from James Avenue to bend
- Adjust Utilities, base preparation, pothole repair and unsuitable remediation. Install leveling course on Van Keuren Avenue from bend to end on Duffield Avenue.
- Day 10:** Final pave on Van Keuren Avenue from James Avenue to bend.
- Base pave on Van Keuren Avenue from bend to end on Duffield Avenue
- Day 11:** Final pave on Van Keuren Avenue bend to end on Duffield Avenue

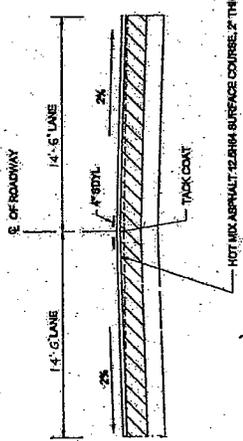
The following Businesses shall be notified:

Gaines Motor Lines: 125 James Ave, Jersey City, NJ 07306	201-792-6000
Old Dominion Freight: 55 Van Keuren Ave, Jersey City, NJ 07306	201-216-0600
Gold Coast Freight: 160 James Ave, Jersey City, NJ 07306	201-653-8444
Airport Service of NJ: 101 Van Keuren Ave, Jersey City, NJ 07306	201-217-6163

Traffic Permit for road closing and no parking signs must be submitted to Engineering at 5757 Rt 440, Jersey City, NJ. Phone 201-547-4469. No Parking Signage must be filed (2) business days before posting by the Parking Authority at 394 Central Avenue, Jersey City, NJ. Phone 201-653-6969. Overnight and Saturday work must be approved by the Construction official at 210-547-6898 by noon Wednesday before the work is scheduled. Police can be arranged per district office.

GENERAL NOTES ON NEW STREET CONSTRUCTION

- 1) STREET GENERAL WIDTH IS 40 FEET FOR ALL NEW ROAD AREAS, UNLESS OTHERWISE SPECIFIED BY THE CONTRACTOR'S LOCAL CONTRACTOR.
- 2) THESE ARE THE MINIMUM CONSTRUCTION STANDARDS AND MATERIALS TO BE USED AS SPECIFIED BY THE CITY ENGINEER.
- 3) CONSTRUCTION MATERIALS SHALL BE IN ACCORDANCE WITH THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- 4) ALL NECESSARY PERMITS, ENCLOSURES AND NECESSARY TYPING IS TO BE OBTAINED AT THE DISCRETION OF THE CITY ENGINEER.
- 5) THE LOCATION OF CURBS OR INTERSECTIVE STREETS SHALL BE AS SPECIFIED BY THE CITY ENGINEER AND SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S DEPARTMENTAL DEPARTMENT.
- 6) NECESSARY TYPICAL NOTATIONS FOR RESIDENTIAL AREAS MAY BE ACCEPTED AS USUAL CONDITIONS AND SHOULD BE NOTED.
- 7) FOR ONE-WAY RESIDENTIAL STREET, WITH PARKING BOTH SIDES, CURBSIDE SHALL BE AT WITH IN FRONT OF WAY.
- 8) FOR COMMERCIAL AREAS AND BUS ROUTES CURBSIDE SHALL BE AT WITH IN FRONT OF WAY.



Private Road Details

TYPICAL
NOTE

 <p>City of Jersey City Division of Engineering 575 ROUTE 440 JERSEY CITY, NEW JERSEY 07305 (201) 247-4412</p>		<p>CITY OF JERSEY CITY STANDARDS</p>		<p>NO. 1 Unit, Destination and Address REVISIONS 7/09</p>		<p>NO. 1 DATE</p>		<p>NO. 1 DATE</p>		<p>NO. 1 DATE</p>	
<p>William R. Goble, P.E. Director Division of Engineering NJ P.E. Lic. No. 24798</p>		<p>NO. 1 DATE</p>		<p>NO. 1 DATE</p>		<p>NO. 1 DATE</p>		<p>NO. 1 DATE</p>		<p>NO. 1 DATE</p>	
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Mill and pave 2"



Mill 6" And Pave 6"



Limit of Work
PSEG Gate
Limit of Work

Not City ROW
→

PSEG Gate

Limit of Work
Duffield Ave



County Rd 643

County Rd 643

Limit of Work
West Side Ave

County Rd 648

James Ave

James Ave

Limit of Work
St Pauls Ave

Wall Ave

Charlotte Ave

Dey St

Dey St

County Rd 646

Larch Ave

Google maps

Address Van Keuren Ave
Jersey City, NJ 07306

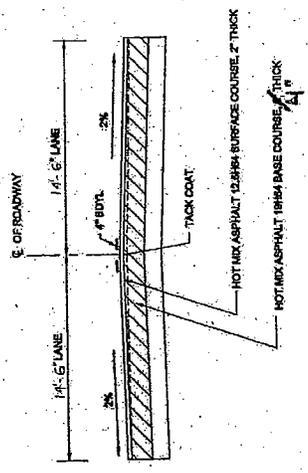
Notes PSE&G Hudson Paving Project

Print

Attachment 2

GENERAL NOTES ON NEW STREET CONSTRUCTION

- 1) TEST RECORDS SHALL BE MAINTAINED FOR ALL NEW ROAD AREAS ACCORDING TO STATE REQUIREMENTS, AT THE DEVELOPER'S UNDER CONTRACTOR'S RESPONSIBILITY.
- 2) WHERE AVAILABLE, SUBGRADE CONDITIONS EXIST ABOVE CURBS AND MURALS TO BE MAINTAINED AS DESCRIBED BY THE CITY ENGINEER.
- 3) CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION ENHANCED SPECIFICATIONS.
- 4) IN RESIDENTIAL, INDUSTRIAL, DEVELOPMENTS WHERE PAVEMENT THICKNESS IS SPECIFIED TO BE LOW, CONCRETE SUBGRADE MAY BE SUBSTITUTED AT THE DISCRETION OF THE CITY ENGINEER.
- 5) IN ALL CASES OF INTERSECTING STREETS, PAVEMENT SHALL BE 12" FOR RESIDENTIAL AREAS, AND 2" FOR INDUSTRIAL DEVELOPMENTS.
- 6) RECOMMENDED TYPICAL SECTIONS FOR RESIDENTIAL AREAS MAY BE MODIFIED AS SUBSOIL CONDITIONS AND TRAFFIC VOLUMES WARRANT.
- 7) FOR ONE-WAY RESIDENTIAL STREETS, WITH PARALLEL SIDEWALKS, CURBSHAWNS SHALL BE SET WITH 6" FRONT OF WAY.
- 8) FOR CONGRESSIONAL AREAS AND BUS ROUTES CURBSHAWNS SHALL BE SET WITH 12" FRONT OF WAY.

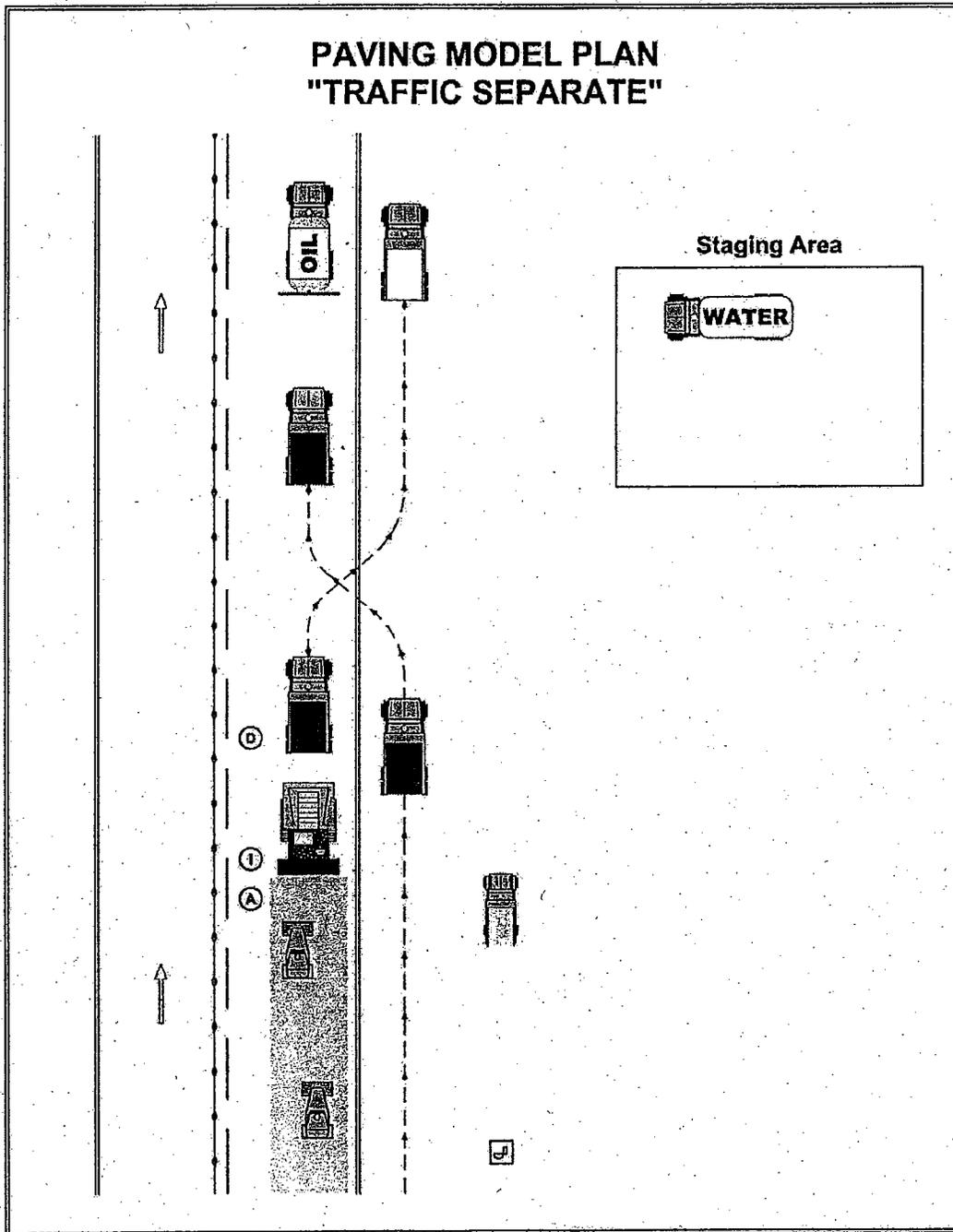


Public Streets

TYPICAL
NOTA

 <p>City of Jersey City Division of Engineering 575 ROUTE 440 JERSEY CITY, NEW JERSEY 07305 PHONE: 201-347-4412 FAX: 201-347-4412</p>		<p>CITY OF JERSEY CITY STANDARDS</p>		<p>William R. Goble, P.E. Director Division of Engineering NJ P.E. Lic. No. 24798</p>		<p>New Street Construction</p>	
NO.	DESCRIPTIONS AND REVISIONS	DATE	NO.	DESCRIPTIONS	DATE	NO.	DESCRIPTIONS
1	1/2" Subgrade, 50% (1.5) 1995	7/09					
<p>DATE: 11/13/2010 11:30:20 AM</p>							

Attachment 3



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

City Clerk File No. Res. 10-795

Agenda No. 10.B

Approved: DEC 08 2010

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A WESTBOUND, NEAR-SIDE BUS STOP ON EIGHTH STREET @ JERSEY AVENUE, MON. - FRI., 6:30 A.M. TO MIDNIGHT AND AN EASTBOUND, FAR-SIDE BUS STOP ON NINTH STREET @ McWILLIAMS PLACE, DAILY 6:00 A.M. TO 11:00 P.M. AND DESIGNATE A WESTBOUND, NEAR-SIDE BUS STOP ON EIGHTH STREET @ WEST HAMILTON PLACE, MON. - FRI., 6:30 A.M. TO MIDNIGHT

The Municipal Council as a whole resolution:

offered and moved adoption of the following

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations amending, designating and/or deleting bus stops; and

WHEREAS, the provisions of Section 3-69(A)(C)(6) of the Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulations be promulgated (Nos. 10-074 through 10-076) designating and deleting a bus stop at the locations described; and

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

a. The attached regulations shall be a part of the Manual of Bus Stop Designations of the City of Jersey City

(10-074) Delete a westbound near-side bus stop on Eighth Street @ Jersey Avenue, Mon.-Fri., 6:30 a.m. to Midnight

(10-075) Designate a westbound near-side bus stop on Eighth Street @ West Hamilton Place, Mon.-Fri., 6:30 a.m. to Midnight

(10-076) Delete an eastbound far-side bus stop on Ninth Street @ McWilliams Place, Daily, 6:00 a.m.-11:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.

c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.

d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

JDS:pcl
(12.1.10)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
12/8/10 Spc. Mtg.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	ABSENT			VELAZQUEZ, JR.	✓		
LOPEZ	✓			RICHARDSON	✓			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

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

A resolution supplementing the Manual of Bus Stop Designations of the City of Jersey City repealing a westbound, near-side bus stop on Eighth Street @ Jersey Avenue, Mon. - Fri., 6:30 a.m. to Midnight and an eastbound, far-side bus stop on Ninth Street @ McWilliams Place, Daily 6:00 a.m. to 11:00 p.m. and designate a near-side bus stop on Eighth Street @ West Hamilton Place, Mon. - Fri., 6:30 a.m. to Midnight

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Councilman Fulop

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Delete a westbound near-side bus stop on Eighth Street @ Jersey Avenue, Mon.-Fri., 6:30 a.m. to Midnight

Delete an eastbound far-side bus stop on Ninth Street @ McWilliams Place, Daily, 6:00 a.m.-11:00 p.m.

Designate a westbound near-side bus stop on Eighth Street @ West Hamilton Place, Mon.-Fri., 6:30 to Midnight.

4. Reasons (need) for the proposed program, project, etc.:

The bus stops on Eighth Street are changed to accommodate a disabled woman who lives on Coles Street. NJ Transit has approved the change in location.

The bus stop on Ninth Street is repealed to create more parking in the neighborhood. NJ Transit has approved the change.

5. Anticipated benefits to the community:

Provide better access to the bus stops and restore parking spaces in the neighborhood.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribute

No cost to the City. New Jersey Transit will remove and install the bus stop signs.

7. Date proposed program, or project will commence:

Upon adoption by the Municipal Council

8. Anticipated completion date:

Twenty Days after adoption by the Jersey City Municipal Council

9. Person responsible for coordinating proposed program, project, etc.:

Monte Zucker, Division of Engineering, Traffic and Transportation, ex. 4468

10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

<u>Stanley M. Zucker</u> Municipal Engineer	<u>12/2/10</u> Date
<u>Monte Zucker</u> Signature of Department Director	<u>12/2/10</u> Date

795

CITY OF
JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER

HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 10-074

December 1, 2010

BUS STOP REGULATION
REPEALED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-69 (C)(6) of the Jersey City Municipal Code, the following location is hereby REPEALED as a bus stop:

STREET

HOURS

1. *[Eighth Street, westbound on the northerly side at:*

Mon. – Fri.

a. Jersey Avenue – (near-side)

6:30 a.m. to Midnight

Beginning at the easterly curb line of Jersey Avenue and extending to a point 105 feet easterly therefrom.]

Division of Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

Stanley Chung for C.F.
Chuck F. Lee, P.E., Municipal Engineer

Approved by Municipal Council Resolution

Date: _____

CITY OF
JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER

HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 10-075

December 1, 2010

**BUS STOP REGULATION
DESIGNATED**

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-69 (C)(6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

STREET

HOURS

1. Eighth Street, westbound on the northerly side at:

Mon. – Fri.

a. West Hamilton Place - (near-side)

6:30 a.m. to Midnight

Beginning at the easterly curb line of West Hamilton Place and extending to a point 105 feet easterly therefrom.

Division of Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

Stanley Huang for C.F.L.
Chuck F. Lee, P.E., Municipal Engineer

Approved by Municipal Council Resolution

Date: _____

CITY OF
JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 10-076

December 1, 2010

BUS STOP REGULATION
REPEALED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-69 (C)(6) of the Jersey City Municipal Code, the following location is hereby REPEALED as a bus stop:

STREET

HOURS

1. *[Ninth Street, eastbound on the southterly side at:*

a. McWilliams Place – (far-side)

Beginning at the easterly curb line of McWilliams Place and extending to a point 100 feet easterly therefrom.]

Daily.

6:00 a.m. to 11:00 p.m.

Division of Engineering, Traffic and Transportation

Joao D Souza, Director of Traffic & Transportation

Chuck F. Lee
Chuck F. Lee, P.E., Municipal Engineer

Approved by Municipal Council Resolution

Date: _____

JERSEY AVE.

28

EIGHTH

ERIE

MR WILLIAMS PL.

(EAST HAMILTON PL.)

HAMILTON

P H A K

ST. FRANCIS HOSPITAL

NINTH

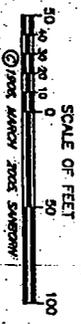
St. MICHAEL'S R.C. CHURCH

JERSEY AVE. S.

30

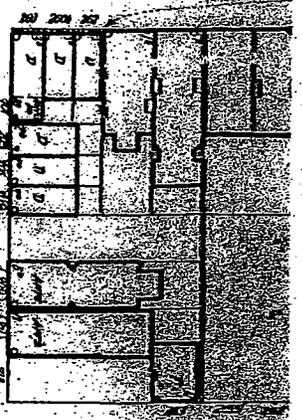
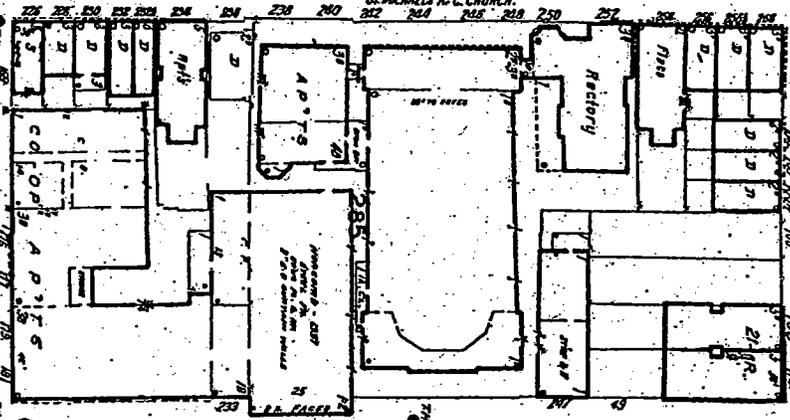
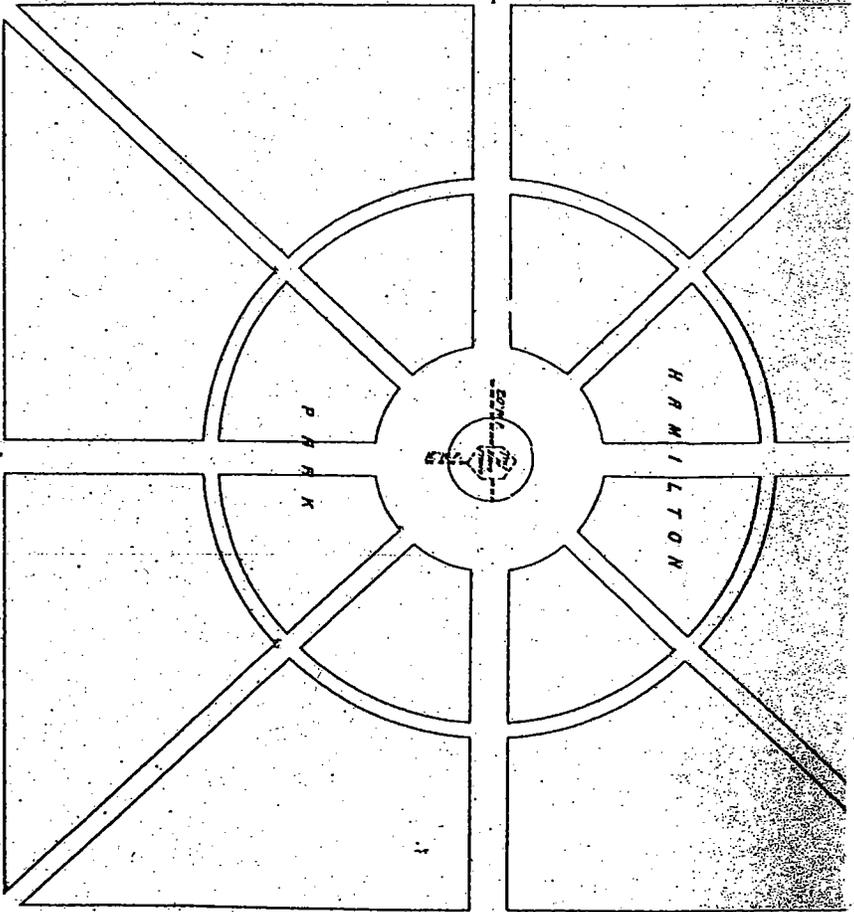
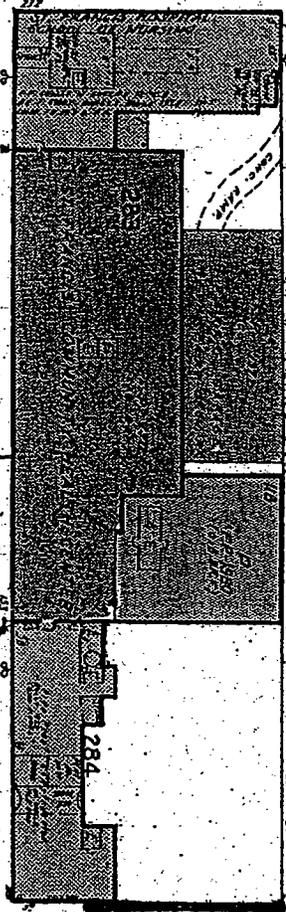
TENTH

ST.



PAYONIA, ILL.

22



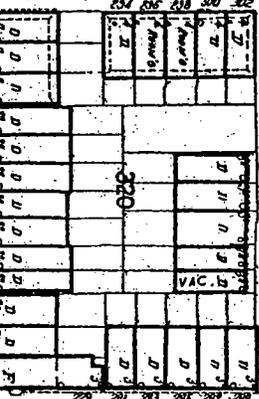
ENTIRE SHEET
URBAN RENEWAL SITE



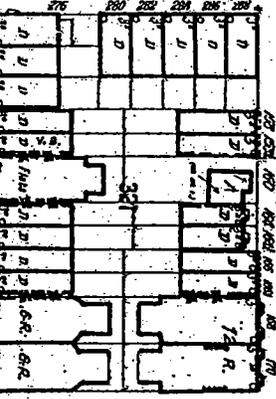
36

COLES

ST.



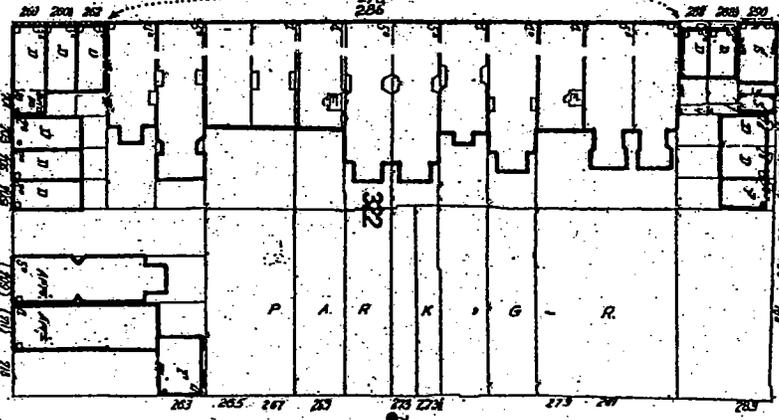
WEST HAMILTON



PAVONIA AV.

PLACE

ST.



P A R K I N G R

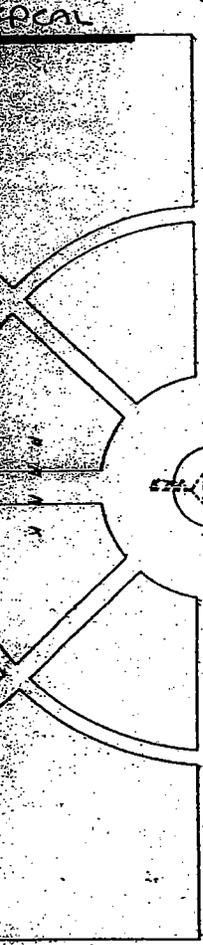
ST.

JERSEY AVE.

28

8th

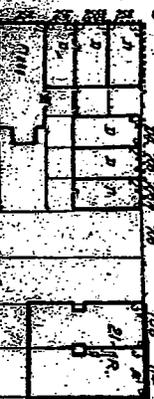
DESIGNATED



HAMILTON

JERSEY AVE.

30



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
Division of Engineering, Traffic and Transportation
MEMORANDUM

DATE: December 1, 2010
TO: John Kelly, Business Administrator
FROM: Patricia Logan, Supervising Traffic Investigator *PL*
SUBJECT: PROPOSED BUS STOP RESOLUTION

Kindly be advised, at the request of Councilman Fulop on behalf of the area residents and NJ Transit, attached for your review and signature is a Resolution proposed by this Division deleting and designating a bus stop at the following locations:

- Delete a westbound, near-side bus stop in Eighth Street @ Jersey Avenue, Mon.-Fri., 6:30 a.m. to Midnight
- Delete an eastbound, far-side bus stop on Ninth Street @ McWilliams Place, Daily, 6:00 a.m. to 11:00 p.m.
- Designate a westbound, near-side bus stop on Eighth Street @ West Hamilton Place, 6:30 a.m. to Midnight, Mon.-Fri.

It is anticipated that this resolution will be on the Agenda for the December 8, 2010 Special Municipal Council meeting.

If you have any questions feel free to contact Monte Zucker at ex. 4469.

Thank you.

Stanley Shoop for C.L.

Chuck F. Lee, P.E., Municipal Engineer

C: Rodney Hadley, Director, DPW
Robert Byrne, City Clerk