

1. Conference Meeting Agenda

Documents:

[CA 5.21.24.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 5.21.24.PDF](#)

3. Resolution(S)

3.I. 158-24

Documents:

[158-24 RESOLUTION AUTHORIZING DISCHARGE OF MORTGAGE ON 11 CLEVELAND AVENUE.PDF](#)
[158-24 EXHIBIT - DISCHARGE OF MORTGAGE ON 11 CLEVELAND AVENUE.PDF](#)

3.II. 159-24

Documents:

[159-24 RESOLUTION TO AWARD A CONTRACT TO PURCHASE A COVERALL SALT SHED COVER 590 MT PLEASANT AVE.PDF](#)
[159-24 EXHIBIT A.PDF](#)

3.III. 160-24

Documents:

[160-24 RESOLUTION_ALL-WAY STOP_KELLY DR ADN HAGGERTY DR_ AND VIZCAYA BLVD.PDF](#)
[160-24 ATTACHMENT.PDF](#)

3.IV. 161-24

Documents:

[161-24 RESOLUTION EMERGENCY WHEATLAND AVENUE.PDF](#)
[161-24 INVOICE.PDF](#)

3.V. 162-24

Documents:

[162-24 VETERAN TAX EXEMPTION.PDF](#)

3.VI. 163-24

Documents:

[163-24 TAX COURT RESOLUTION-AA OM ASSESSMENTS.PDF](#)
[163-24TAX COURT JUDGMENTS.PDF](#)

3.VII. 164-24

Documents:

[164-24 RESOLUTION TO AWARD A CONTRACT TO EASTERN COMMUNICATIONS - POLICE RADIOS.PDF](#)
[164-24 ATTACHMENT.PDF](#)

3.VIII. 165-24

Documents:

[165-24 RESOLUTION APPROVING CONTRACT WITH MATRIX NEW WORLD - PRISM LITIGATION.PDF](#)
[165-24 EXHIBIT A.PDF](#)

3.IX. 166-24

Documents:

[166-24 RESOLUTION PARTIALLY LIFTING MORATORIUM ON APPLICATIONS FOR RESOLUTIONS OF LOCAL SUPPORT.PDF](#)

3.X. 167-24

Documents:

[167-24 RESOLUTION RE BUDGET FOR LITIGATION AND CONTINUING LITIGATION.PDF](#)

3.XI. 168-24

Documents:

[168-24 DUPLICATE PAYMENT RESOLUTION Q2 \(1\).PDF](#)

3.XII. 169-24

Documents:

[169-24 AUTH PURCHASE - FIREFIGHTER FRX TURNOUT GEAR UNDER NJ STATE CONT. 2024.PDF](#)
[169-24 ATTACHMENT.PDF](#)

3.XIII. 170-24

Documents:

[170-24 RESOLUTION REVOKING 150-24 AND GRANTING EXTENSION OF TIME FOR KEMISTRY LLC TO CURE ITS APPLICATION FOR A RESOLUTION OF LOCAL SUPPORT.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2846-24

Documents:

[2846-24 AMENDED TREE REMOVAL ORDINANCE--INCORPORATING AMENDMENTS FROM 5.7.24 COUNCIL MEETING 5.14.24.PDF](#)

4.II. 2851-24

Documents:

[2851-24 ORDINANCE - HANDICAPPED PARKING -47 MISS. 16 VIRGINIA 21 SUMMIT 24 NUTMAN PL 16 STOCKMAN ST.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2852-24

Documents:

[2852-24 SECOND REVISED ORDINANCE GOVERNING CANNABIS BUSINESSES - 5.8.24.PDF](#)

5.II. 2853-24

Documents:

[2853-24 ORDINANCE STOP INTERSECTIONS.PDF](#)
[2853-24 SAFETY STUDY REPORTS COMBINED.PDF](#)

5.III. 2854-24

Documents:

[2854-24 AMENDING CH 18-1.9-AMENDED ORDINANCE_REDLINE.PDF](#)

5.IV. 2855-24

Documents:

[2855-24 AMENDING CH.18-2.1--AMENDED ORDINANCE_REDLINE.PDF](#)

5.V. 2856-24

Documents:

[2856-24 BOND ORD - ACQUISITION OF REFUSE CARTS - WEST ORANGE \(5_21_24\).PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, May 21, 2024
Meeting No. 10

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

=====

6:30 P.M.

- **National Gun Violence Awareness Day-**
 - **Moms Demand Action for Gun Sense in America**
- **West Orange African Heritage Organization's Tutoring Program**
- **Mayor's Wellness Campaign, Dr. Steven Shapiro, Medical Stroke Director at**
 - **Cooperman Barnabas Medical Center**
- **Presentation: Stanlee Stahl, Executive Director-Jewish Foundation for the Righteous**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

REVISED

PUBLIC MEETING AGENDA

**Township of West Orange
66 Main Street – 7:00 p.m.
May 21, 2024-Meeting No. 10**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

- 1. Public Comment (Agenda Items Only)**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting – Public Meeting May 7, 2024**
- 4. *Report of Township Officers - None**
- 5. *Reading of Petitions and Communications and Bids**
- 6. *Bill List 5.21.24**
- 7. *Resolutions**
 - a. 158-24 Resolution Authorizing a Discharge of Mortgage for the Property at 11 Cleveland Terrace (Legal-Moon)**
 - b. 159-24 Resolution to Award a Contract to Clear Span Through Use of the Sourcewell (Formerly NJPA) National Cooperative Pursuant to N.J.S.A. 52:34-6 to Purchase a Coverall Salt Shed Cover 590 Mt. Pleasant Avenue (P. Reynolds)**
 - c. 160-24 Resolution Authorizing a Professional Services Contract to Bright View Engineering, LLC, 70 South Orange Avenue, Suite 109 Livingston, NJ 07039, for Professional Engineering Services Associated with an All-way Stop Analysis of Kelly Drive and Haggerty Drive and Haggerty Drive and Vizcaya Boulevard in an Amount NTE \$6,600.00. (Carballo)**
 - d. 161-24 Resolution Authorizing an Emergency Appropriation to Grabowski Construction, Inc., Northfield Avenue, West Orange, NJ, for Emergency Work to Repair the Wheatland Avenue Permit Parking Lot No. 17, in an amount NTE \$122,300.00 (Carballo)**
 - e. 162-24 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Veteran Exemption (K. Longo)**
 - f. 163-24 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (K. Longo)**

- g. **164-24** Resolution Authorizing the Purchase of Police Equipment, Specifically Portable Radios and Accessories for the West Orange Police Department (P. Reynolds)
- h. **165-24** Resolution Approving Proposal from Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C., 26 Columbia Tpk., Florham Park, NJ, for Environmental Services for the Former Barton Press Property Located at 55 Lakeside Avenue, Block 115, Lots 15 and 17, West Orange, New Jersey 07052 in an Amount NTE \$9,150.00 (Legal-Gengaro)
- i. **166-24** Resolution Partially Lifting Moratorium on Applications for Resolutions of Local Support (Legal-Gengaro)
- j. **167-24** Resolution Authorizing the Township Council to Retain Genova Burns to Continue Litigation, Docket No. ESX-L-4687-23 at the Hourly Rate of \$150 Per Attorney NTE \$25,000. (Legal-Gengaro)
- k. **168-24** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Duplicate Payment of Tax and/or Sewer Charge (K. Longo)
- l. **169-24** Resolution Authorizing the Purchase of Firefighter FRX Turnout Gear Under NJ State Contract #T0790 Blanket # 17-Fleet-00811 (P. Reynolds)
- m. **170-24** Resolution Rescinding Resolution 150-24 and Authorizing a 90-day Extension to Kemistry, LLC, to Cure its Application for a Resolution of Local Support with a New Proposed Location for its Proposed Cannabis Retail Business (Legal-Gengaro)

6. Ordinances on Second and Final Reading

- a. **2846-24** An Ordinance Repealing and Replacing Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and Establishing Chapter ____ For Environmental Protection (Tree Protection, Removal And Replacement)
The Township Council amended Ordinance No. 2846-24 (the “Ordinance”) at the meeting held on May 7, 2024. The Township Council voted 5-0 to pass the Ordinance as amended. Thus, the Ordinance was re-publicized as amended and is being considered for second and final reading pursuant to N.J.S.A. 40:49-2 et seq.
- b. **2851-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones of the Revised General Ordinances of the Township Of West Orange - (Carballo)

7. Ordinances on First Reading

- a. **2852-24** An Ordinance Amending Chapter 5, Section 34.2, Section 34.4, Section 34.5, and Chapter 25, Section 24.2 of the Revised General Ordinances of the Township of West Orange (Licensed Cannabis Entities) (Legal-Moon)
- b. **2853-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-20, Stop Intersections of the Revised General Ordinances of the Township of West Orange-Variou Streets (Carballo)
- c. **2854-24** An Ordinance Amending Chapter 18, Section 1.9 of the Revised General Ordinances of the Township of West Orange (Local Enforcement of the Uniform Fire Code--Permit Fees) (Legal-Gengaro)
- d. **2855-24** An Ordinance Amending Chapter 18, Section 2.1 Of The Revised General Ordinances Of The Township Of West Orange(Establishing A Fire Lane At Bernard M. Degnan Park--Penalty) (Legal-Gengaro)

- e. **2856-24** Bond Ordinance Providing for the Capital Acquisition of Refuse Carts By and In The Township of West Orange, in the County Of Essex, State of New Jersey; Appropriating \$2,000,000 Therefor and Authorizing the Issuance of \$1,900,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof **(Ordinance to Follow)**

f. **Pending Matters/New Matters/Council Discussion**

- CCRB Representative – Clara Reyes **(resume to follow)**

8. **Public Comment – Non-Agenda Items (as needed)**

9. **ABC Hearing-None**

10. **Adjournment**

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Please click the link below to join the webinar:

https://us06web.zoom.us/j/88245826635?pwd=tRveg16UU6iBHTkP5B_eehyc9S2hKw.GjDGQefNVmgFe17E

Webinar ID: 882 4582 6635

Passcode: 690308

Public Comment – In Person Only

Next Meeting Date(s): Monday, June 10, 2024

Agenda is subject to change.

RESOLUTION

WHEREAS, on or about February 16, 2005, Borrowers Louis D'Alessandro and Catherine D'Alessandro (the "Borrowers") executed a Mortgage in the amount of \$12,800 (the "Mortgage") to secure a loan through the Township of West Orange's Housing Rehabilitation Program on the property located at 11 Cleveland Terrace, West Orange, New Jersey 07052 (the "Property"); and

WHEREAS, the Mortgage was recorded on June 19, 2006 at Book: 11329, Page: 429 with the Essex County Register of Deeds and Mortgages; and

WHEREAS, on or about May 1, 2024, a payment was made to the Township of West Orange (the "Township") to pay off the balance of the mortgage on the Property; and

WHEREAS, the Township seeks the execution of a Discharge of Mortgage, annexed hereto as Exhibit "**A**," to record that the Mortgage has been paid in full.

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute the Discharge of Mortgage, annexed hereto as Exhibit "**A**," as to the Property; and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property; and be it further

RESOLVED that a copy of the Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford
Council President

Adopted: May 21, 2024

DISCHARGE OF MORTGAGE

A certain Mortgage dated January 26, 2006, was made by

LOUIS D’ALESSANDRO and CATHERINE D’ALESSANDRO, H/W, residing at 11 Cleveland Terrace, West Orange, New Jersey 07052, hereinafter called the mortgagor(s),

to **TOWNSHIP OF WEST ORANGE**, having an address of 66 Main Street, West Orange, NJ 07052 hereinafter called the mortgagee(s);

This Mortgage was made to secure payment of \$12,800.00. It was recorded or registered in the Official Records of Essex County, New Jersey, on June 19, 2006, in Mortgage Book 11329 at Page 429 against property address of 11 Cleveland Terrace, West Orange, NJ.

This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now cancelled and void.

RELEASE FROM MORTGAGE: I sign and CERTIFY to this Discharge of Mortgage on _____, 2024.

Witnessed or Attested by:

TOWNSHIP OF WEST ORANGE

_____ By: _____

STATE OF NEW JERSEY
COUNTY OF ESSEX SS.:

I CERTIFY that on _____, 2024,

_____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one person, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as _____ of the Township of West Orange NJ, the entity named in this instrument and,
- (c) executed this instrument as the act of the entity named in this instrument.

NOTARY PUBLIC

Record & Return to:
Clear Skies Title Agency
16 Bleeker Street, Suite A
Millburn, NJ 07041

**RESOLUTION AWARDING A CONTRACT TO CLEAR SPAN THROUGH USE OF THE
SOURCEWELL (formerly NJPA) NATIONAL COOPERATIVE PURSUANT TO
N.J.S.A. 52:34-6.2**

WHEREAS, the Department of Public Works (DPW) is looking to replace their Salt Shed cover with a newer cover which is used to protect approximately 1,200 tons of road salt at the Township's Environmental Center located at 590 Mt. Pleasant Ave; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Sourcewell cooperative operates under the enabling authority of Minnesota State statute 123A.21 and

WHEREAS, the Township's membership #28197 was established in 2015; and

WHEREAS, the Purchasing Agent published on April 26, 2024 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the Sourcewell Cooperative Contract 071223-CSS & 110822CSS to Clear Span located 703 Hebron Avenue, Glastonbury, CT 06033 for a Coverall replacement and installation and provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHEREAS, there were no comments presented, and

WHEREAS, the Department of Public Works and Purchasing Agent has determined the Township's use of the Sourcewell cooperative purchasing contract to procure the coverall will result in a cost savings for the Township; and

WHEREAS, consistent with the Sourcewell cooperative purchasing contract and the needs of the Township, Clear Span. has submitted a proposal to provide a coverall, see attached cost sheet hereto "Attachment A".

WHEREAS, the Purchasing Agent is requesting an additional \$2500.00 for incidentals which will only be used if needed, and

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council the following:

1. The Township shall receive from the Clear Span. All supplemental documentation which complies with the laws of the State of New Jersey for vendors awarded a contract by a public entity.
2. The Township Purchasing Agent be authorized to enter into a contract on behalf of the Township and a purchase order issued.

3. The Township's Chief Financial Officer certifies sufficient funds are available for said procurement in the amount not to exceed of \$56,856.99

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford, Council President

Adopted: May 21, 2024

I Certify funds available from Capital Account No. _____

John O. Gross, Chief Financial Officer

EXHIBIT "A"



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9137119

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS

Quote Number: 1122123

Page: 1 of 2

Quote To:

LOUIS REYNOLDS
TOWNSHIP OF WEST ORANGE
66 MAIN ST
WEST ORANGE NJ 07052-5404
UNITED STATES

Phone: 9737258774

lreynolds@westorange.org

Sales Person: BRAD WILLIAMS

Fax: 860-760-0210

BWILLIAMS@CLEARSPAN.COM

Ship To:

TOWNSHIP OF WEST ORANGE
590 MOUNT PLEASANT AVE

WEST ORANGE, NJ 07052-1407

Date: 4/19/2024

Valid for 40 Days

Quote Total 54,356.99

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100107	50W BY 60L CUSTOMER COVERALL RECOVER 12OZ GREEN NONFR	1.00	10,016.00	10,016.00
2	100107	50W CUSTOM END WALL PANEL	1.00	2,713.00	2,713.00
3	700007	PREVAILING WAGE RATE INSTALLATION INCLUDING TECH VISIT TO CONFIRM MEASUREMENTS AND INSPECT THE BUILDING	1.00	38,160.00	38,160.00

Labor estimate for recover work to be performed on an open web truss building 50x60. Our crew will be expected to remove and replace 3 roof covers and 1 end wall cover. The material inside the building is expected to be removed prior to our crew's arrival.

Installation Assumptions: Full site access for crew and equipment, Open site free from obstructions, No foundation work included in estimate, Sufficient room on site to unload and stage materials, Prevailing wage rate of \$75.58/hr expected.

QUOTE - Miscellaneous Charge -

Description	Ext. Price
1.) Freight	3,467.99



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9137119

Quote Number: 1122123

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS

Page: 2 of 2

Please Note:

**Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

**Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed*

Lines Total	50,889.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	3,467.99
Quote Total	54,356.99

RESOLUTION

WHEREAS, the Township of West Orange proposes Professional Engineering Services for an All-way Stop Analysis at the Intersections of Kelly Drive and Haggerty Drive, and Haggerty Drive and Vizcaya Boulevard; and

WHEREAS, an engineering study for an all-way stop analysis the Township requires the services of a professional engineering firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated April 25, 2024 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from five professional engineering firms; and

WHEREAS, Bright View Engineering, LLC, responded to the Request for Proposal; and

WHEREAS, Bright View Engineering, LLC, have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated May 13, 2024 the Township Engineer recommended a professional services contract be awarded to, Bright View Engineering, LLC, 70 South Orange Avenue, Suite 109 Livingston, NJ 07039, for Professional Engineering Services associated with an All-way Stop Analysis of Kelly Drive and Haggerty drive, and Haggerty Drive and Vizcaya Boulevard; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Bright View Engineering, LLC; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Bright View Engineering, LLC, to provide professional engineering services for an All-way Stop Analysis of Kelly Drive and Haggerty Drive, and Haggerty Drive and Vizcaya Boulevard in the amount not to exceed \$6,600.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford, Council President

Adopted: May 21, 2024

I hereby certify funds are available from Account No. 2024 Capital Budget
Account #03-2814-23-0400-070
\$6,600.00

John Gross, Chief Financial Officer



Bright View Engineering
Moving you forward

160-24

April 26, 2024

VIA EMAIL

zcarballo@westorange.org

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director / Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052
973-325-4165

Re: Request for Proposals, Professional Engineering Services For:
All Way Stop Analysis at the Intersections of:
Kelly Drive & Haggerty Drive and Haggerty Drive & Vizcaya Boulevard
West Orange Township, Essex County, New Jersey
241094

Dear Ms. Carballo:

Thank you for the opportunity to provide this Proposal for Professional Traffic Engineering Services relating to evaluating the above referenced intersections within the Township of West Orange to determine if changes to the existing stop control configuration are warranted. This proposal is based on our discussions with your staff and our experience providing these services. Due to our familiarity with West Orange Township and Essex County as a whole, we are confident that we can provide responsive services at a competitive cost.

Based on your April 25th email request for proposals, BVE has identified a series of tasks to be completed to confirm the appropriate traffic control at each of the intersections identified. Our anticipated efforts are enumerated below.

The following scope of work has been separated into phases so that it can be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the work will be accomplished.

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



SECTION I – SCOPE OF SERVICES

TASK 1 – ALL WAY STOP ANALYSIS: KELLY DR & HAGGERTY DR AND HAGGERTY DR & VIZCAYA BLVD

Based on our preliminary investigation of the intersections identified in the RFP request, a change to the existing traffic control at the intersection may be appropriate, since only one approach of the major street is currently stop controlled at each intersection. To determine the correct traffic control measures for this intersection, we recommend an All-Way stop analysis be completed to at each intersection to determine the most appropriate traffic control measures. To accomplish this, BVE will undertake the following tasks:

1. Conduct a field visit to evaluate existing intersection geometry, observe traffic patterns, review available sight distance and identify other deficiencies within the study area.
2. Review existing crash history based on information available from NJDOT's Safety Voyager system. If necessary, we will request individual crash reports from the Township.
3. Perform intersection turning movement counts at the intersection from 6:00 AM to 7:00 PM on a mid-week weekday (Tuesday, Wednesday or Thursday) when schools are in regular session to establish existing intersection volumes.
4. Conduct an All-Way stop warrant analysis in accordance with section 2B.12 of the 11th Edition of the MUTCD.
5. Perform peak hour level of service analysis for the intersection under existing conditions and with any recommended changes.
6. Prepare a report of findings for each intersection which will include information reviewed, results of the All-Way stop analysis and a recommendation for next steps.
7. Attendance at one in person or virtual meeting with the Township to discuss the findings of the reports identified above.

Work will begin upon notice to proceed; we anticipate providing our findings within three weeks of the start of work, provided notice to proceed permits traffic counts to be scheduled in a timely manner.



MEETINGS AND ADDITIONAL SERVICES

ALL additional meetings (except the meeting identified above) and additional services requested by you will be billed at our standard rates as outlined in our Business Terms and Conditions. This includes preparation of additional access concepts and/or analysis and the development of additional reports if required.

Attendance at Planning/Zoning Board meetings and other public meetings where expert testimony is required will be billed in accordance with the Schedule of Hourly Rates in effect at the time the meetings are held. Attendance at agency and project coordination meetings will be billed in accordance with the Schedule of Hourly Rates in effect at the time the meetings are held. Colored renderings, if requested for Board presentation, and meeting preparation time will be billed on an hourly basis.

Please be reminded that traffic counts must be done when school is in normal session.

SCHEDULE OF FEES

The Fee Proposal includes all of the tasks outlined in the Scope of Services. Based upon the foregoing scope of services and assumption that all services will be awarded for each task as one contract, we offer the following Fee. As you know, we can only estimate the effort needed for this project. If any task should take significantly longer than estimated to perform the services, or if unforeseen conditions occur, we may require additional compensation.

TASK 1 -	All Way Stop Analysis – Kelly Dr & Haggerty Dr	\$2,800
	All Way Stop Analysis – Haggerty Dr & Vizcaya Blvd	\$2,800
	Meeting (1)	\$ 800
GRAND TOTAL		\$6,600

Additional Meetings and Additional Services

HOURLY

The fees above include the completion of services as outlined in the scope of services. Bright View Engineering reserves the right to modify this proposal based upon final acceptance of your office.

This Scope of Service is subject to the terms, conditions and exclusions as noted herein. Hourly Rates and reproduction costs will be in accordance with the attached Schedule of Hourly Rates and fees. If extra services become necessary then Bright View Engineering may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra service.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

P.O. Box 99
Roseland, NJ 07068

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com



EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Meetings (1 meeting is included);
- Survey, Base maps, Site Plans, Drainage Calculations;
- Traffic Control Plans for site work / utility connections;
- Comment resolution or comment response;
- Any additional permits requested by any agency;
- All out-of-pocket expenses including, but not limited to, application fees, permit fees laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries will be charged at cost and passed on to you for payment.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Bright View may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Bright View Engineering LLC agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Bright View Engineering LLC and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Bright View Engineering LLC will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Bright View Engineering LLC may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Bright View Engineering LLC reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Bright View Engineering LLC bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Bright View Engineering LLC reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Bright View Engineering LLC reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Bright View Engineering LLC are charged to the Client at cost plus an up charge not to exceed 15 percent of the invoice for said services.

Client shall pay Bright View Engineering LLC for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Bright View Engineering LLC bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Bright View Engineering LLC reserves the right to withdraw any applications too federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Bright View Engineering LLC. Bright View Engineering LLC will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Bright View Engineering LLC will withdraw all pending applications for the project.

5.0 RETAINER:

Bright View Engineering LLC reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Bright View Engineering LLC personnel and equipment necessary to complete our services. While Bright View Engineering LLC will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Bright View Engineering LLC all documents and information known to the Client that relate to the identity, location, quantity, nature, or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Bright View Engineering LLC for proper performance of its services. Bright View Engineering LLC shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Bright View Engineering LLC assumes no responsibility or liability for their accuracy or completeness.

Bright View Engineering LLC will not direct, supervise, or control the work of Client's contractors or their subcontractors. Bright View Engineering LLC shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Bright View Engineering LLC's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.



All Way Stop Analysis
Two Intersections, West Orange Township
Project No.: 241094
April 26, 2024
Page 6 of 9

Bright View Engineering LLC shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Bright View Engineering LLC or its employees or subcontractors on a site shall imply that Bright View Engineering LLC controls the operations of others, nor shall this be construed to be an acceptance by Bright View Engineering LLC of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Bright View Engineering LLC will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Bright View Engineering LLC harmless and defend and indemnify Bright View Engineering LLC for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Bright View Engineering LLC at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Bright View Engineering LLC shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Bright View Engineering LLC harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Bright View Engineering LLC shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Bright View Engineering LLC may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Bright View Engineering LLC in completing such analyses, records, and reports.

9.0 SUBCONTRACTORS:

Bright View Engineering LLC prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Bright View Engineering LLC does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify, and hold Bright View Engineering LLC its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Bright View Engineering LLC agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Bright View Engineering LLC to the Client.

10.0 AGREED REMEDY:

Bright View Engineering LLC shall be liable to the Client only for direct damages to the extent caused by Bright View Engineering LLC's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL BRIGHT VIEW ENGINEERING LLC BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Bright View Engineering LLC has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Bright View Engineering LLC and Bright View Engineering LLC's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Bright View Engineering LLC's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Bright View Engineering LLC under this Agreement, not including reimbursable expenses and any sub consultant fees rendered on the project.

It is intended by the parties to this Agreement that Bright View Engineering LLC's services in connection with the project shall not subject Bright View Engineering LLC's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Bright View Engineering LLC, a New Jersey corporation, and not against any of Bright View Engineering LLC's employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Bright View Engineering LLC harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Bright View Engineering LLC

12.0 INDEMNIFICATION:

Bright View Engineering LLC shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Bright View Engineering LLC and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Bright View Engineering LLC) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Bright View Engineering LLC or any claims against Bright View Engineering LLC arising from the acts, omissions or work of others,

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



unless it is proven in a court of competent jurisdiction that Bright View Engineering LLC is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Bright View Engineering LLC from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Bright View Engineering LLC which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Bright View Engineering LLC. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Bright View Engineering LLC of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Bright View Engineering LLC. Bright View Engineering LLC shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Bright View Engineering LLC, increase Bright View Engineering LLC's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Bright View Engineering LLC, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Bright View Engineering LLC. Bright View Engineering LLC's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Bright View Engineering LLC because of this Agreement of Bright View Engineering LLC's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Bright View Engineering LLC are and remain the property of Bright View Engineering LLC as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Bright View Engineering LLC's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Bright View Engineering LLC, or for future modifications to this project, without Bright View Engineering LLC's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Bright View Engineering LLC will be at the Client's sole risk and without liability to Bright View Engineering LLC or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Bright View Engineering LLC from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages, or losses including attorneys' fees and costs, arising out of, or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Bright View Engineering LLC shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Bright View Engineering LLC makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Bright View Engineering LLC and Bright View Engineering LLC's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Bright View Engineering LLC shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project-by-project basis.

15.0 GENERAL CONDITIONS:

Bright View Engineering LLC shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to: delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Bright View Engineering LLC's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Bright View Engineering LLC, could not have been reasonably foreseen and provided for, such delay will entitle Bright View Engineering LLC to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Bright View Engineering LLC will notify Client of particulars, and Client will pay for such increase. When such delays beyond Bright View Engineering LLC's reasonable control occur, the Client agrees that Bright View Engineering LLC shall not be responsible for damages, nor shall Bright View Engineering LLC be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Bright View Engineering LLC. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Bright View Engineering LLC.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

P.O. Box 99
Roseland, NJ 07068

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com



2024 RATE SCHEDULE
TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Principal	185.00
Senior Technical Director	185.00
Senior Project Professional	175.00
Senior Project Manager	170.00
Project Professional	165.00
Technical Director	160.00
Project Manager	160.00
Senior Project Specialist	155.00
Senior Technical Professional	150.00
Project Specialist	150.00
Senior Technical Specialist	145.00
Technical Professional	140.00
Senior Specialist	135.00
Technical Specialist	135.00
Specialist	120.00
Senior Data Technician	105.00
Senior Technical Assistant	95.00
Technical Assistant	85.00
Data / Field Technician	75.00
Survey Crew – 2 Man	190.00
Survey Crew – 1 Man	160.00
Expert	260.00
Sr. LSRP	235.00
LSRP	200.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 15%
Mileage Reimbursement*	0.67 / Per Mile
Plotting	3.50 / Each
Computer Mylars / Color Plots	45.00 / Each
Photo Copies	0.25 / Each
Color Photo Copies	1.50 / Each
Document Binding	3.00 / Each
Compact Disk CD/DVD	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	50.00 / Each

* Mileage reimbursement subject to change based upon IRS standard mileage rate.
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2024

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, return one signed copy** to this office as a formal notice-to-proceed. Invoices are due within 30 days. This proposal is valid until July 30, 2024.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project.

Very truly yours,

BRIGHT VIEW ENGINEERING


John Jahr, P.E.P., T.S.O.S.
Principal
(732) 236-7557

jaf:JJJ

<https://bvengr.sharepoint.com/sites/bvengr/proj/241094-WOT-HaggertyDrStops/1-Proposals/241094-Prop-r1.docx>

Response to RFP

Professional Engineering Services

For

**All Way Stop Analysis at the Intersections of
Kelly Drive and Haggerty Drive
Haggerty Drive and Vizcaya Boulevard**



Submitted to:

**Township of West Orange
Department of Engineering
25 Lakeside Avenue
West Orange, NJ 07052**

Attn: Zayibeth Y. Carballo, Director of Engineering/Municipal Engineer

May 9, 2024

Prepared by:



**1904 Main Street
Lake Como, NJ 07719
(732) 681-0760**

2024 MAY -8 AM 11:20
TOWNSHIP OF WEST ORANGE
PUBLIC WORKS/ENGINEERING

TABLE OF CONTENTS

DESCRIPTION

Section 1: Cover Letter

Section 2: Fee Summary and Description of Services

Section 3: Firm Profile

Section 4: Point of Contact and Office Locations

Section 5: Resumes and Professional Licenses

Section 6: Project Experience

Section 7: References

Section 8: Hourly and Reimbursable Rate Schedule

Section 9: Forms

- W-9
- Business Registration Certificate
- Certificate of Employee Information Report
- Certificate of Insurance – For Evidence Only



Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ
T: 732.681.0760

May 9, 2024

Township of West Orange
Department of Engineering
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Zayibeth Y. Carballo,
Director of Engineering/Municipal Engineer

**RE: Response to Request for Proposals
Professional Engineering Services for
All Way Stop Analysis at the Intersection of:
Kelly Drive and Haggerty Drive
Haggerty Drive and Vizcaya Boulevard
West Orange, Essex Co, NJ
DT #: P24-01617**

Dear Zayibeth,

Dynamic Traffic is pleased to provide this response to the Township's request for proposals to provide professional engineering services for the all way stop analyses at Kelly Drive and Haggerty Drive as well as Haggerty Drive and Vizcaya Boulevard.

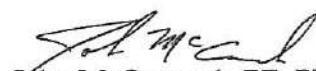
Dynamic Traffic, LLC is a traffic engineering and transportation planning consulting firm dedicated to providing our regional clients with full-service solutions for complex engineering and design projects. Our vast transportation planning experience coupled with extensive traffic engineering design capabilities makes Dynamic Traffic the premier choice for identifying improvements to the intersections to ensure safety and efficiency. Dynamic Traffic's professionals work closely with our clients to help define their needs and resolve their issues. We have successfully completed numerous design projects for Townships and Counties throughout New Jersey.

Thank you in advance for your time in reviewing our proposal. We intend to fully comply with all conditions outlined in the RFP and look forward to serving the Township.

Sincerely,

Dynamic Traffic, LLC


Patrick Downey, PE, PTOE
Principal


John McCormack, PE, PTOE
Senior Principal

www.dynamictraffic.com

Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA
Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL • Annapolis, MD



FEE SUMMARY

Section 1: All-Way Stop Control Evaluations <i>(Includes 2 Intersections)</i>	\$ 9,850.00
o Kelly Drive & Haggerty Drive	
o Haggerty Drive & Vizcaya Boulevard	
Section 2: Reimbursable Expenses	Time and Materials
Section 2: Project Meetings and Coordination Services	Time and Materials

DESCRIPTION OF SERVICES

Section 1: All-Way Stop Control Evaluations (Includes 2 Intersections)

Dynamic will prepare an all-way stop control (AWSC) evaluation for the two intersections listed below, in accordance with the Township RFP. This report will evaluate the Township's desired change in traffic control at the intersection. The existing roadway characteristics and traffic volumes will be compared to the All-Way Stop Control criteria set forth within the Manual on Uniform Traffic Control Devices (MUTCD), published by the Federal Highway Administration (FHA). Additionally, the impact of the proposed All-Way Stop Control on the operational efficiency of the intersection will be assessed.

- o Kelly Drive & Haggerty Drive
- o Haggerty Drive & Vizcaya Boulevard

This scope of work- includes the following in accordance with the RFP:

- A field inspection will be conducted to obtain an inventory of existing roadway geometry, traffic control, and location and geometry of adjacent driveways and intersections as may be gathered without an instrument survey.
- Field observations will be performed to observe existing traffic patterns and any other traffic related deficiencies which may exist at the study locations.
- The available sight distance for each approach to the study intersection will be observed and evaluated for conformity with industry and jurisdictional standards.
- An intersection crash analysis will be prepared based upon information available from NJDOT's Safety Voyager system as well as police crash reports provided by the municipality for up to three (3) years of data, if available. A schematic crash diagram illustrating the type, frequency, and relative location of crashes will be prepared and site-specific crash trends will be compared to average statistics published by New Jersey Department of Transportation (NJDOT).
- Turning movement counts will be conducted at each intersection during a typical weekday between the hours of 6:00 AM and 7:00 PM. The counts will be conducted on either a Tuesday, Wednesday, or Thursday when school are in regular session to establish existing intersection volumes.
- The recorded traffic volumes will be compared to the all-way stop control criteria contained within the 11th edition of the MUTCD.



-
- Capacity analyses will be conducted for the weekday morning and weekday evening peak hours to determine existing and projected peak hour capacities and to define existing and projected levels of service
 - Upon completion of the study as outlined above, a report will be prepared to document the findings and recommendations.
 - Reimbursable expenses associated with initial preparation and submission of the report is included within this task. Subsequent reimbursable expenses that may be required will be billed on a time and materials basis in accordance with the enclosed rate schedule.
 - Attendance at one (1) meeting is included within this task. Subsequent meetings that may be required will be billed on a time and materials basis in accordance with the enclosed rate schedule.

Section 2: Reimbursable Expenses

Reimbursable costs and expenses incurred by Dynamic Traffic in connection with the work outlined in this proposal, beyond initial preparation of the report as included within the evaluation task (section 1) as noted above, including but not limited to postage, travel expenses, printing and mileage will be invoiced in accordance with the attached Dynamic Traffic's *Professional Services Rate Schedule*.

Section 3: Project Meetings and Coordination Services

The intensity, methods and frequency of communications required for a project varies from client to client and project to project, but is essential to expediting the project successfully. As it is not always possible to determine the scope of work required for this phase prior to the commencement of work, this firm will provide an estimated scope of work as follows:

- Conference calls
- Meetings and generation of Meeting Memorandums
- Correspondence and coordination of governmental agencies
- Review and address agency review letters
- Preparation for meetings or hearings

Attendance at one (1) meeting is included within the evaluation task (section 1) as noted above. All additional meetings, consultations and correspondence as noted above will be billed in accordance with the hourly rate schedule as included herein.

Project Schedule

It is anticipated that the All-Way Stop Control Evaluations (section 1) can be completed within six (6) weeks (42 days) from receipt of the "notice to proceed" from the Township. Note it is highly recommended that the traffic counts be performed while local schools are in regular session. Depending on when the notice to proceed is issued relative to the beginning and end of the school year, there could be impacts to the project schedule.

Notes and Assumptions

This proposal is limited to the scope of services specifically defined herein. Any additional services or out-of-scope work items that are requested or are determined to be necessary will be invoiced in accordance with Dynamic Traffic's *Professional Services Rate Schedule* enclosed herein.



FIRM PROFILE

Dynamic Traffic, LLC provides transportation planning services ranging from traffic impact & parking studies to large scale design and transportation planning services. Dynamic Traffic currently provides transportation, planning and design services for several municipalities and counties throughout the state. Our strengths lie in the relationships we have forged over numerous years of working in both the private and public sectors, which has helped our clients navigate the complex landscape of obtaining project approvals.

Dynamic Traffic is a privately held corporation established and incorporated in 2012 which consists of a team of licensed professionals led by a team of 9 principals supported by 17 staff/engineers. Communication with the client and stakeholders is critical to the success of a project and Dynamic Traffic will ensure complete communication with the client along with diligent follow up. Our unique attention to customer service and client satisfaction will help you meet your project objectives. Our focus on providing traffic engineering services at a superior value will also help to ensure your project is successful and within your budget.

Our Typical Services include:

- All Way Stop Control Evaluations
- Traffic Signal Optimization
- Traffic Impact Studies
- Corridor Studies
- Traffic Signal Design
- Signing and Striping Design
- Traffic Calming Designs
- Traffic Control Plans
- Parking Studies
- Traffic Signal Warrant Analyses
- Accessible Curb Ramp Design
- Geometric Design and Layout

Our firm has a proven track record of completing transportation planning projects and carrying that work into fully designed plans. We look forward to bringing this experience to benefit the Township.

POINT OF CONTACT AND OFFICE LOCATIONS



Contact Person:

Patrick Downey, PE, PTOE
Principal

P: 732.681.0760

F: 732.974.3521

E: pdowney@dynamictraffic.com

W: www.dynamictraffic.com

Corporate Headquarters:

Dynamic Traffic, LLC
1904 Main Street
Lake Como, NJ 07719

Other Offices:

Belmar

825 8th Avenue
Belmar, New Jersey 07719

Marlton

5 Greentree Centre
525 Route 75 North, Suite 406
Marlton, New Jersey 08053

Newark

50 Park Plaza, Suite 901
Newark, New Jersey 07102

Toms River

40 Main Street, 3rd Floor
Toms River, New Jersey 08753

Newtown

826 Newtown Yardley Road, Suite 201
Newtown, Pennsylvania 18940

Lehigh Valley

95 Highland Avenue, Suite 170
Bethlehem, Pennsylvania 18017

Philadelphia

1515 Market Street, Suite 1920
Philadelphia, Pennsylvania 19102

Delray Beach

100 NE 5th Avenue, Suite B2
Delray Beach, Florida 33483

Annapolis

125 West Street
Annapolis, Maryland 21401

Austin

901 Mopac Expressway South
Barton Oaks Plaza One, Suite 300
Austin, Texas 78746

Dallas

714 S. Greenville Avenue, Suite 100
Allen, Texas, 75002

Houston

6925 Portwest Drive, Suite 100
Houston, Texas 77024



Patrick Downey is a Principal at Dynamic Traffic. Mr. Downey holds a Professional Engineering License in New Jersey and Pennsylvania, as well as a certification as a Professional Traffic Operations Engineer.

Patrick has gained nine years of experience in private and public transportation engineering, inclusive of traffic signal design, roadway design, transportation planning, ADA design, maintenance and protection of traffic plan design, signing and pavement marking layout, state access permitting, and transportation economic analysis. His analysis and design experience consists of various projects, both public and private, in various Municipal, County, and State jurisdictions throughout the states of New Jersey and Pennsylvania.

Within the private sector, Mr. Downey has assisted with the preparation of traffic impact/parking studies and state access designs for numerous private retail, office, residential, institutional, and industrial/warehouse developments.

Mr. Downey's public sector experience includes the traffic corridor modeling, design of traffic signal and roadway improvements, and traffic calming and pedestrian safety evaluations, along various state, county and municipal roadways throughout the state of New Jersey.

Professional Affiliations:

- Institute of Transportation Engineers (ITE)

Licenses:

- New Jersey Professional Engineer License
- Pennsylvania Professional Engineer License
- Professional Traffic Operations Engineer

Education:

- Rowan University
Bachelor of Science,
Civil & Environmental Engineering, 2015

Agency Experience:

- New Jersey Department of Transportation
- Pennsylvania Department of Transportation
- Essex County Division of Engineering
- Monmouth County Division of Engineering
- Morris County Division of Engineering
- Ocean County Division of Engineering
- New Jersey Sports & Exposition Authority (NJSEA)
- Township of Maplewood
- City of Elizabeth
- City of Englewood
- Township of Wayne

Expert Testimony:

Mr. Downey has been accepted as an expert and testified before numerous boards throughout New Jersey and Pennsylvania. He regularly provides traffic and parking testimony at Land Use Boards in support of his client's projects.

Employment History:

- 2023 – Present Dynamic Traffic – Principal
- 2020 – 2022 Dynamic Traffic – Project Manager
- 2019 – 2019 Dynamic Traffic – Project Engineer
- 2015 – 2018 Dynamic Traffic – Senior Design Engineer

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

Patrick J. Downey
826 Newtown Yardley Rd. Suite 201
Newtown PA 18940

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

Civil

04/16/2024 TO 04/30/2026
VALID

24GE05568600
LICENSE/REGISTRATION/CERTIFICATION #

Patrick Downey
Signature of Licensee/Registrant/Certificate Holder

Carri Zaris
ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors
HAS LICENSED
Patrick J. Downey
Professional Engineer
Civil

Civil

04/16/2024 TO 04/30/2026
VALID

24GE05568600
License/Registration/Certificate #

SIGNATURE

Carri Zaris
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Prof. Engineers & Land Sur
P.O. Box 45015
Newark, NJ 07101

PLEASE DETACH HERE



John McCormack is a Principal at Dynamic Traffic. Mr. McCormack holds a license in Professional Engineering in New Jersey and New York as well as a certification as a Professional Traffic Operations Engineer.

John has over 25 years of experience working on various traffic engineering and transportation planning projects for both private clients and public agencies. Mr. McCormack is responsible for the management of the civil engineering and traffic engineering aspects of the transportation improvement projects. These projects involve all aspects of traffic calming, traffic signal design, bicycle and pedestrian safety, and on-street parking. Mr. McCormack also performs traffic impact studies, NJDOT access studies, major event traffic/pedestrian planning, corridor progression studies and parking studies. Mr. McCormack serves as the traffic consultant to various municipalities, planning and zoning boards, and counties. He also prepares traffic & pedestrian management plans for major event venues and Amazon Fulfillment Centers across the country.

Licenses:

- New Jersey Professional Engineer License
- New York Professional Engineer License
- Professional Traffic Operations Engineer

Education:

- Villanova University,
Bachelor of Science, Civil Engineering, 1994

Agency Experience:

- Port Authority of New York and New Jersey
- North Jersey Transportation Planning Authority
- Ocean County Division of Engineering
- Monmouth County Division of Engineering
- Essex County Division of Engineering
- Morris County Division of Engineering
- Atlantic City Division of Engineering

Agency Experience Continued:

- Borough of Allenhurst
- City of Asbury Park
- Bloomfield Township
- Borough of Caldwell
- Denville Township
- City of East Orange
- City of Elizabeth
- City of Jersey City
- City of Newark
- Maplewood Township
- Millburn Township
- Montclair Township
- Neptune Township
- Borough of Ringwood
- Sea Girt Borough
- Spring Lake Heights
- Stafford Township
- Toms River Township
- Woodbridge Township

Expert Testimony:

Mr. McCormack has testified before dozens of boards throughout the State of New Jersey. He regularly provides traffic and parking testimony at Land Use Boards in support of his client's projects.

Employment History:

- 2018 – Present Dynamic Traffic, LLC
Principal
- 2010 – 2018 Sam Schwartz, Transportation Consultants
Director of Traffic Engineering
- 1994 – 2010 CMX/Schoor DePalma

Event Traffic Planning Experience:

- Red Bull Arena
- Nassau Coliseum
- NJ Performing Arts Center
- Paper Mill Playhouse
- MetLife Stadium
- Wrigley Field
- Soldier Field
- Nationals Park
- NY Road Runners Queens 10K
- Pope Francis' 2015 Visit to Philadelphia
- Amazon Fulfillment Centers

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

JOHN M. MC CORMACK
200 HANCE ROAD
Fair Haven NJ 07704

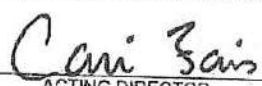
FOR PRACTICE IN NEW JERSEY AS A(N): Professional Engineer

04/10/2024 TO 04/30/2026
VALID

24GE04170100

LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

Contact:

Paul Kittner, PE
Township Engineer
574 Valley Street
Maplewood, NJ 07040
PKittner@maplewoodnj.gov
(973) 762-8120

Period of Performance

January – March 2024

Key Staff:

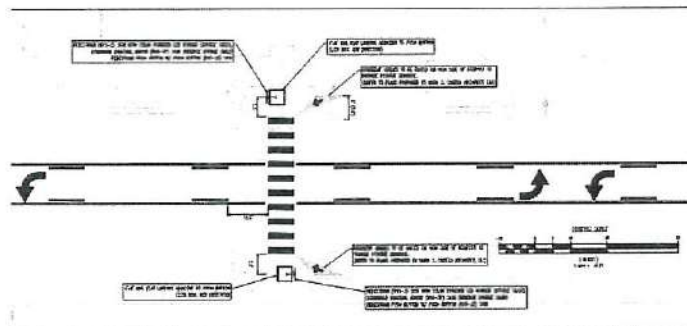
John McCormack, PE, PTOE
Patrick Downey, PE
Matt Barrella, PE



Dynamic Traffic, LLC has been named an On-Call Traffic Engineering consultant for the Township of Maplewood Engineering Department. Key Staff have been responsible for the successful completion of many pedestrian safety related traffic engineering design for the Township over the past several years. The following is a listing of the most recent Maplewood Township experience:

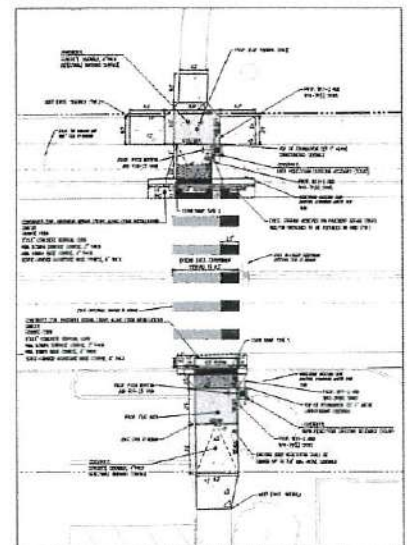
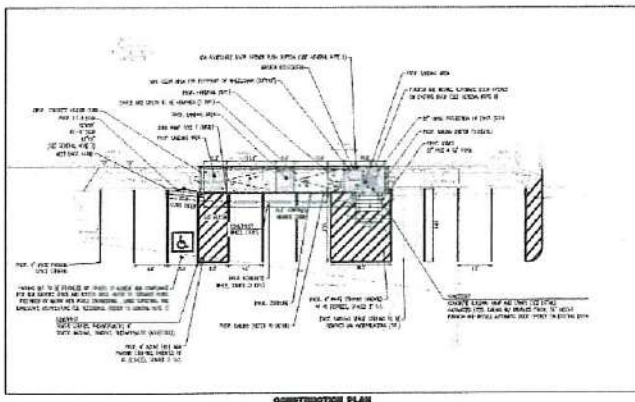
Springfield Avenue Mid-Block Crosswalk

- Located between Boyden Avenue and Burnett Avenue.
- Constructed curb bumpouts to shorten the pedestrian crosswalk length and make pedestrians more visible to drivers.
- Installed push button activated LED flashing pedestrian crossing signs to alert drivers of crossing pedestrians.



Burnett Avenue Rapid Rectangular Flashing Beacons (RRFB)

- Located at three crosswalks along Burnett Avenue connecting to Dehart Park.
- Prepared construction bidding documents including construction cost estimate, project specifications, and construction plans.
- Installed push button activated solar RRFB's on both sides of the crosswalk with the appropriate pedestrian crossing signing.
- Reconstructed sidewalk and pedestrian curb ramps to meet Americans with Disabilities Act (ADA) standards.



**BASE BID
INTERSECTION #1
BURNETT AVENUE & SENIOR CENTER CROSSWALK**

Community Development Block Group Project

- Located around Memorial Park and the Maplewood Township Department of Public Works (DPW) Building.
- Utilized Public Right-of-Way ADA Guidelines (PROWAG) for all curb ramps located surrounding Memorial Park and ADA Accessibility Guidelines (ADAAG) for the DPW Building.
- Prepared construction bidding documents including construction cost estimate, project specifications, and construction plans.

Contact:

Daniel J. Loomis
 City of Elizabeth
 50 Winfield Scott Plaza
 Elizabeth, NJ 07201
 dloomis@elizabethnj.org
 (908) 820-4269

Steve Rinaldi, PLS, PP
 srinaldi@elizabethnj.org
 (908) 820-4278

Period of Performance:
 January 2018 – Present

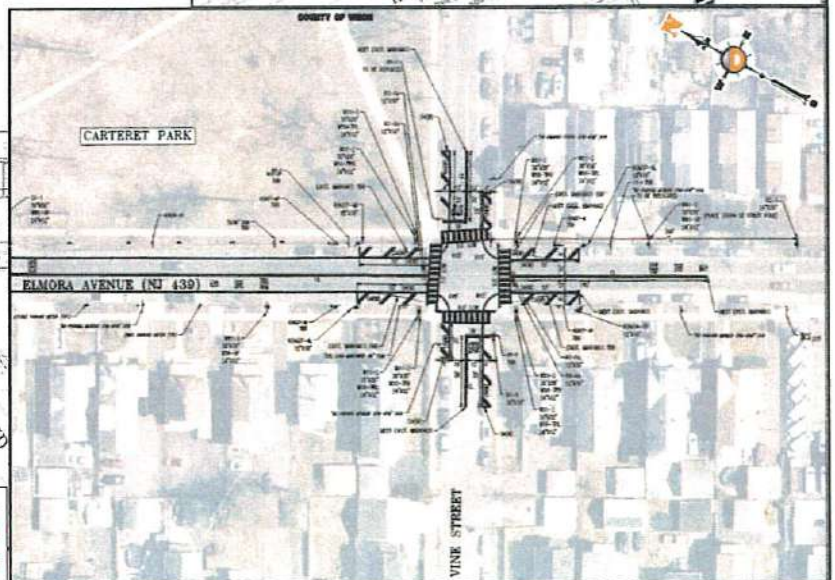
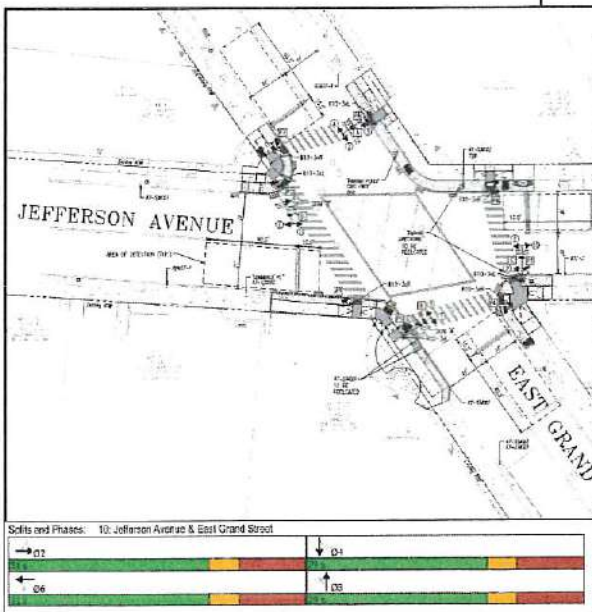
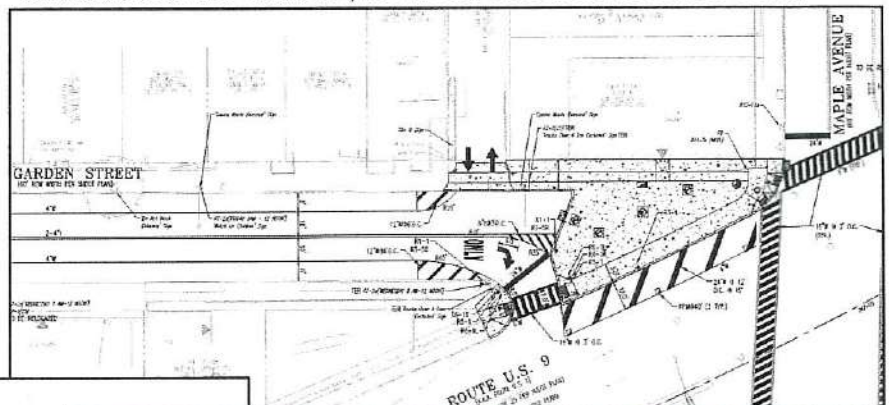
Key Staff:

John McCormack, PE, PTOE
 Andy Jafolla, PE
 Patrick Downey, PE, PTOE
 T. Hunter Sabins, PE



Dynamic Traffic LLC has been named an On-Call Traffic Engineering consultant for the City of Elizabeth Engineering Department. Projects have been coordinated with the City Administrator, City Engineer and the Traffic Safety Division of the Police Department. Key staff have been responsible for the successful completion of several traffic engineering design and analysis projects for the City of Elizabeth over the past few years. The following is a listing of the most recent City of Elizabeth experience:

- Garden St Traffic Calming Design
- Elizabeth Ave at Bridge St – Intersection Safety & Efficiency Evaluation
- East Jersey St & Winfield Scott Plaza – Intersection/Pedestrian Safety Evaluation
- Rt 1 & 9 & Garden St – Traffic Calming Evaluation & Intersection Improvements
- Bayway Ave Improvements & LFIF Grant Application Assistance
- Elmora Ave & Vine St/Murray St – Intersection Safety Improvements
- Traffic Signal Timing Modification at Elizabeth Ave & Jaques Str-South St
- NJDOT Local Aid Funded Traffic Signal Replacements:
 - Jefferson Ave & East Grand St (via NJDOT Transit Village Program)
 - Madison Ave & East Grand St (via NJDOT Transportation Trust Fund)
 - Union Ave & Prince St (via NJDOT Safe Streets to Transit Grant)
 - Catherine St & East Grand St (via NJDOT Safe Streets to Transit Grant)





TRAFFIC ENGINEERING ON-CALL City of Asbury Park, Monmouth County, New Jersey

Contact:

James Bonanno, PP, AICP
Transportation Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
James.Bonanno@cityofasburypark.com
(732) 502-5762

Period of Performance

January 2022 – Present

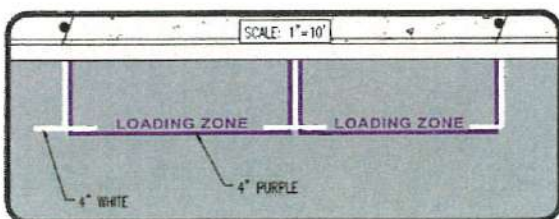
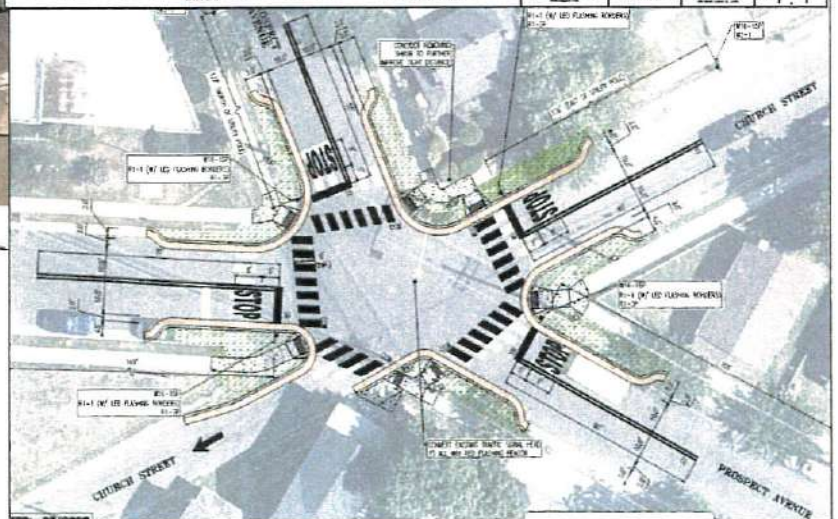
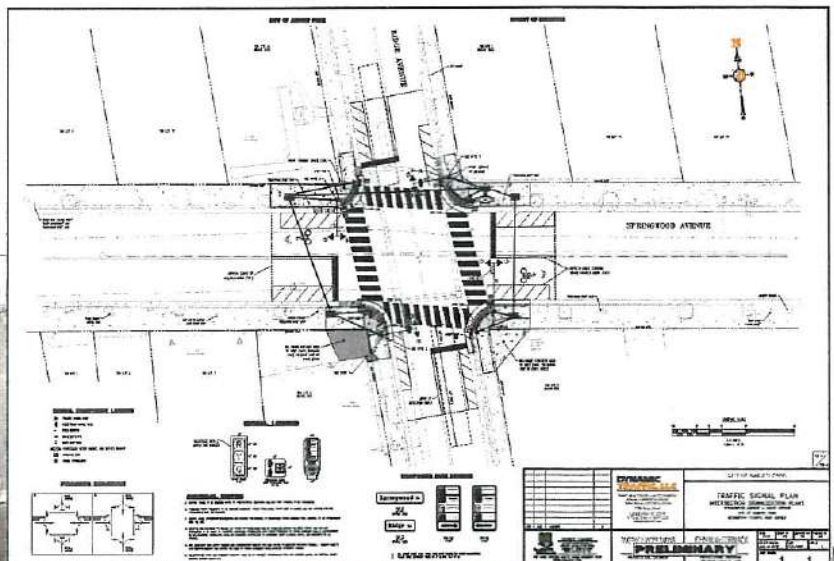
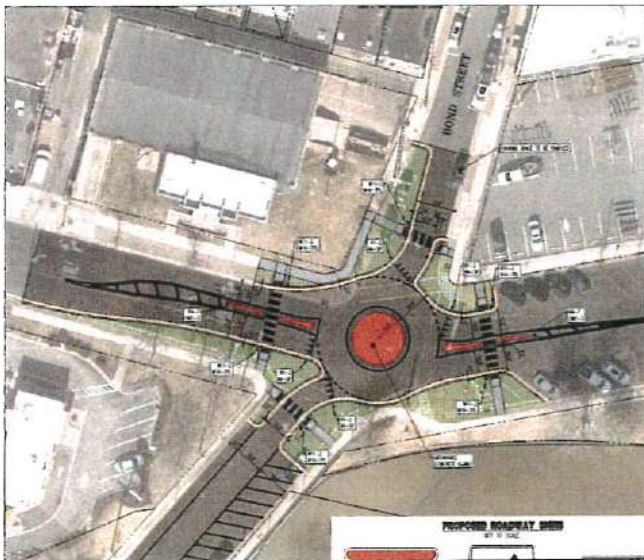
Key Staff:

John McCormack, PE, PTOE
T. Hunter Sabins, PE
Nicole Dahl, EIT



Dynamic Traffic, LLC has been named the On-Call Traffic Engineer for the City of Asbury Park. Key staff have been responsible for the successful completion of several traffic engineering design and analysis projects for the City of Asbury Park over the past few years. The following is a listing of the most recent City of Asbury Park experience:

- Prospect Avenue/Monroe Avenue/Church Street – Intersection Evaluation/Re-Design
- Grand Avenue – Corridor Evaluation
- Cookman Avenue, Lake Avenue, Bangs Avenue, Mattison Avenue – Loading Zone Design/Assistance
- Cookman Avenue & Bond Street – Intersection Evaluation
- Cookman Avenue & Lake Avenue – Intersection Evaluation
- Cookman Avenue & Emory Street – Roundabout Evaluation
- Lake Avenue & Emory Street – Traffic Signal Layout Plan
- Springwood Avenue & Ridge Avenue – Traffic Signal Layout Plan
- 5th Avenue & Comstock Street – Temporary Roundabout Evaluation
- Kingsley Avenue & Deal Lake Drive – Intersection Evaluation

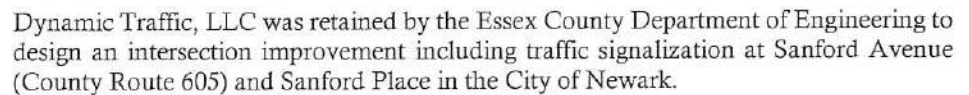




Asif Mahmood
Essex County Engineering Dept
900 Bloomfield Avenue
Verona, NJ 07044
am Mahmood@essexcountynj.org
(973) 226-8500

Jan – April 2018

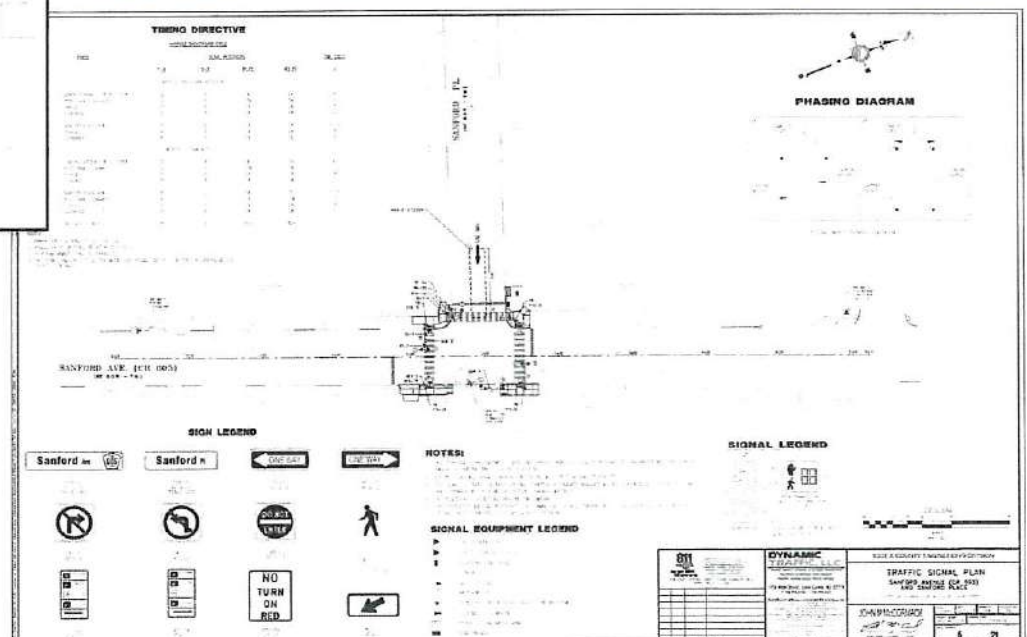
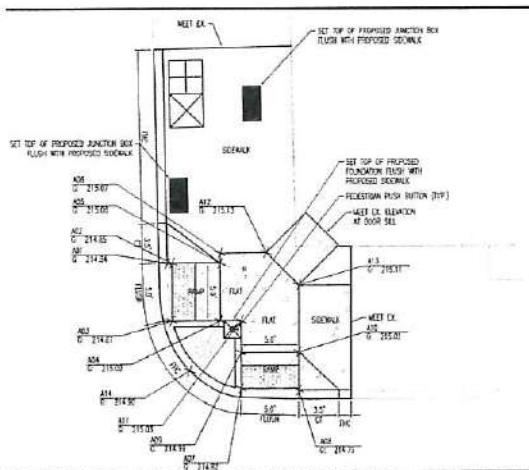
John McCormack, PE, PTOE
Andy Jafolla, PE
Patrick Downey, PE, PTOE



The intersection improvement was a response to pedestrian safety concerns as well as restricted sight distance for motorists along the Sanford Place approach. This area of Sanford Avenue contains a mix of schools, churches, residential homes and neighborhood retail opportunities where walkability and pedestrian safety is critical.

The project began with the preparation of a traffic signal warrant analysis to justify the need for the traffic signal. The traffic signal design includes a video camera vehicle detection system, pedestrian pushbuttons, countdown pedestrian signal indications, and battery backup system. The intersection improvement includes reconstructed sidewalks, curbs, handicap accessible ramps, crosswalks and signage.

A full bid document package was completed for the project which included the plan set, timing directive, specifications, cost estimate and engineer's design certification.



REFERENCES

Asif Mahmood

Essex County Engineering
900 Bloomfield Ave
Verona, NJ 07044
(973) 226-8500
amahmood@essexcountynj.org

Debra Dellagiacoma

Morris County Engineering
10 Court St, 5th Fl
Morristown, NJ 07963
(973) 285-6755
ddellagiacoma@co.morris.nj.us

Mark Jehnke

Ocean County Engineering
129 Hooper Avenue
P.O Box 2191
Toms River, NJ 08754
(732) 929-2183
mjehnke@co.ocean.nj.us

Paul Kittner

Township of Maplewood
574 Valley Street
Maplewood, NJ 07040
(201) 452-9603
Pkittner@maplewoodnj.gov

Aaron Schrager

City of Summit Engineering
512 Springfield Ave
Summit, NJ 07901
(908) 273-9400
aschrager@cityofsummit.org

Dan Loomis

City of Elizabeth Engineering
50 Winfield Scott Plaza
Elizabeth, NJ 07201
(908) 820 - 4278
dloomis@elizabethnj.org



2024 GOVERNMENTAL PROFESSIONAL SERVICES RATE SCHEDULE

Licensed Professional Engineer – Director/Senior Principal	\$240.00/hour
Licensed Professional Engineer – Principal	\$220.00/hour
Licensed Professional Engineer – Branch Manager	\$220.00/hour
Licensed Professional Engineer – Senior Project Manager	\$210.00/hour
Licensed Professional Engineer – Project Manager	\$200.00/hour
Licensed Professional Engineer	\$180.00/hour
Senior Project Manager	\$190.00/hour
Project Manager	\$180.00/hour
Project Engineer	\$160.00/hour
Senior Design Engineer	\$155.00/hour
Design Engineer	\$135.00/hour
Licensed Landscape Architect	\$175.00/hour
Computer Generated Imagery Manager	\$160.00/hour
CAD Director	\$170.00/hour
CAD Manager	\$145.00/hour
Senior CAD Designer	\$125.00/hour
CAD Designer	\$110.00/hour
Senior Project Coordinator	\$125.00/hour
Project Coordinator	\$120.00/hour
Assistant Project Coordinator	\$110.00/hour
Senior Administrative Assistant	\$ 95.00/hour
Administrative Assistant	\$ 90.00/hour
Assistant Professional	\$100.00/hour
Traffic Enumerator	\$ 60.00/hour

LAND SURVEYING SERVICES

Licensed Professional Land Surveyor – Senior Principal	\$240.00/hour
Licensed Professional Land Surveyor – Principal	\$220.00/hour
Licensed Professional Land Surveyor – Senior Project Manager	\$210.00/hour
Licensed Professional Land Surveyor – Project Manager	\$200.00/hour
Licensed Professional Land Surveyor	\$180.00/hour
Senior Project Surveyor/Party Chief	\$160.00/hour
Project Surveyor	\$135.00/hour
Senior Survey Technician	\$135.00/hour
Survey Technician	\$120.00/hour
Assistant Survey Technician	\$ 90.00/hour
Field Survey Crew – Two Man	\$225.00/hour
Field Survey Crew – Three Man	\$275.00/hour

GEOTECHNICAL AND ENVIRONMENTAL SERVICES

Senior Geotechnical Engineer – Project Manager	\$220.00/hour
Senior Geotechnical Engineer	\$200.00/hour
Construction Services Manager	\$160.00/hour
Construction Materials Testing Supervisor	\$160.00/hour
Geotechnical Engineer/Geologist	\$160.00/hour
Senior Technical Professional/Senior Engineering Technician	\$155.00/hour
Engineering Technician	\$ 90.00/hour
Engineering Technician (Half-Day Rate)	\$450.00
Environmental Professional – Senior Principal	\$240.00/hour
Environmental Professional – Principal	\$220.00/hour
Licensed Environmental Professional	\$200.00/hour
Environmental Professional – Senior Project Manager	\$200.00/hour
Environmental Professional – Project Manager	\$180.00/hour
Environmental Scientist	\$160.00/hour
Environmental Technical Professional	\$140.00/hour
Assistant Environmental Technical Professional	\$120.00/hour

Professional Services for the purposes of litigation matters, court appearances and attendance at other legal proceedings shall be billed at 1.5 times the above rates.

REIMBURSABLE RATES

Outside (pass-thru) Services	cost
Postage, Federal Express, UPS, DHL	cost
Travel (meals, tolls, etc.)	cost
Paper Black/White Copy/Prints – A Size (8.5"x11")	\$ 0.20/sheet
Paper Black/White Copy/Prints – B Size (11"x17")	\$ 0.40/sheet
Paper Color Copy/Prints – A Size	\$ 3.00/sheet
Paper Color Copy/Prints – B Size	\$ 5.50/sheet
Paper Plots and Printing – B Sheet	\$ 2.50/sheet
Paper Plots and Printing – C Sheet (18"x24")	\$ 3.50/sheet
Paper Plots and Printing – D Sheet (24"x36")	\$ 4.25/sheet
Paper Plots and Printing – E Sheet (30"x42")	\$ 4.75/sheet
Signed/Sealed Plots – C Sheet	\$ 4.75/sheet
Signed/Sealed Plots – D Sheet	\$ 5.25/sheet
Signed/Sealed Plots – E Sheet	\$ 5.75/sheet
Mylar Plots	\$ 6.75/sq. ft.
Color Plots – D Sheet	\$ 40.00/sheet
Color Plots – E Sheet	\$ 50.00/sheet
Exhibit Mounting – D Size	\$ 85.00/board
Exhibit Mounting – E Size	\$110.00/board
Reports (Size ¼" – ¾")	\$ 20.00 - \$30.00
Reports (Size 1" – 2")	\$ 35.00 - \$65.00
Notary Public Services	\$ 15.00
High Resolution Aerial Imagery	\$100.00/image
Digital Signatures (Initial)	\$200.00/each
Digital Signatures (Each Additional)	\$ 50.00/each
CD/DVD Preparation	\$ 30.00/each
USB – Memory Stick/Thumb Drive	\$ 40.00/each
Electronic Document Preparation	\$ 30.00 up to the first 5 sheets Plus \$5.00/sheet over 5 sheets
Digital Shapefiles	\$200.00/each
Tax Maps	\$ 35.00/sheet
FTP Site Usage	\$ 25.00/unit
Mileage	As published by the IRS
Moisture Content Determination	\$ 50.00/each
Moisture Content Determination (as additional test)	\$ 15.00/each
Modified Proctor	\$350.00/each
Washed Gradation	\$ 90.00/each
Atterberg Limits Determinations (Inorganic)	\$110.00/each
Tube Permeameter	\$200.00/each
Organic Content by Loss on Ignition	\$ 75.00/each
Concrete Cylinders (cast or retained) Sample	\$ 20.00/each
Pick up/Delivery to Laboratory	\$ 90.00/hour
Sample Storage (Beyond 60 days)	\$ 50.00/month
Nuclear Density Gauge	\$ 95.00/day

On-site inspection services by staff engineer or technician will be invoiced at full day increments for services exceeding 4 hours on site or a minimum ½ day charge for less than 4 hours on-site.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Dynamic Traffic, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1904 Main Street

6 City, state, and ZIP code

Lake Como, NJ 07719

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 4 4 9 8 9 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

John R. Wisniewski

Date ►

5/2/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DYNAMIC TRAFFIC LLC

Trade Name:

Address: 1904 MAIN STREET
LAKE COMO, NJ 07023

Certificate Number: 1696973

Effective Date: June 07, 2012

Date of Issuance: December 06, 2022

For Office Use Only:

20221206160348239

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023** to **15-Mar-2030**

DYNAMIC TRAFFIC, LLC**1904 MAIN STREET****LAKE COMO****NJ 07719**

A handwritten signature in black ink, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Cedar Risk Management & Insurance Services Inc 349 State Hwy 31 Ste 201 Flemington, NJ 08822	CONTACT NAME: Robin Campbell PHONE (A/C, No, Ext): (908)237-1800 E-MAIL: rcampbell@cedarrisk.com ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: Continental Casualty Co INSURER B: Nutmeg Insurance Company INSURER C: Continental Insurance Company INSURER D: Scottsdale Ins Co INSURER E: INSURER F: FAX (A/C, No): (908)788-2054 NAIC #: 20478 35289
INSURED	DYNAMIC TRAFFIC, LLC 1904 MAIN ST LAKE COMO, NJ 07719	

COVERAGES

CERTIFICATE NUMBER: 00018318-15789878

REVISION NUMBER: 339

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		6078692106	06/19/2022	06/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		13 UEC GD3930	01/08/2023	01/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000		6078692123	06/19/2022	06/19/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC678692087	06/19/2022	06/19/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab		JES0000060	06/19/2022	06/19/2023	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR REFERENCE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(RMC)

© 1988-2015 ACORD CORPORATION. All rights reserved.



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME
KEITH CHIARAVALLA, PE, CME

May 10, 2024

Sent Via Electronic and Regular Mail

Zayibeth Carballo, Township Engineer
Township of West Orange
66 Main Street
West Orange, NJ 07052

***Re: Estimate of Fees for Professional Engineering Services
All Way Stop Analysis at the Intersections of
Kelly Drive and Haggerty Drive and
Haggerty Drive and Vizcaya Boulevard
Township of West Orange, Essex County, NJ
Proposal No. 2024-124***

Dear Ms. Carballo:

We are pleased to present our estimate of fees for professional rendering services for the All Way Stop Analysis at the two intersection referenced above.

Based on our review of the RFP, it is our understanding that consideration is being given to the installation of all-way stop control at the unsignalized intersection of Kelly Drive and Haggerty Drive and Haggerty Drive and Vizcaya Boulevard. It is the intent of this analysis to evaluate the existing field conditions in conjunction with the Manual on Uniform Traffic Control Devices (MUTCD), Section 2B.11, All-Way Stop Applications guidance, in order to evaluate the viability of implementing an All-Way stop condition at this location. We anticipate that performing the following tasks will be included in the All-Way Stop Analysis:

- Perform site visits and inventory existing conditions
- Collect and Evaluate AM and PM Peak Hour Vehicular, Bus, Truck, and Pedestrian Traffic Volume Data through Manual Turning Movement Counts at the Unsignalized Intersections during a mid-week weekday
- Request and review crash data for the last three years from the Township Police Department
- Evaluate the field conditions and the data collected in accordance with the engineering study criteria set forth in the MUTCD Section 2B.12, All-Way Stop Applications, relative to crashes and minimum volumes



Zayibeth Carballo – Township Engineer
Estimate of Fees for Professional Engineering Services
Re: All-Way Stop Analysis

May 10, 2024
Proposal No.: 2024-124
Page 2

- Review the need to control left-turn conflicts at the intersection
- Review the need to control vehicle and pedestrian conflicts at the intersection
- Review available sight distance at the intersection in accordance with AASHTO standards
- Evaluate operational characteristics of the intersection including Existing and Proposed Level of Service, Capacity and Delay Analyses using the Highway Capacity Software in accordance with the latest Highway Capacity Manual at the study intersection
- Prepare a Summary Report of the MUTCD All-Way Stop Analysis including recommendations
- Attend one meeting to review the report

Total Lump Sum Fee for Services\$25,000.00

Exceptions:

- Any work not specified as listed in the above phase shall be considered additional services and will be invoiced at the time said work is authorized by the Township.

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,
CME Associates

Trevor J. Taylor, PE, PP, CME, CFM
For the Firm

TT

May 8, 2024

Zayibeth Carballo PE, PLS, PP, CME, CFM, CFS
Municipal Engineer
Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

RE: Professional Engineering Services
All-Way STOP Warrant and LOS Analyses at Unsignalized Intersections of:
1. Kelly Drive & Haggerty Drive
2. Haggerty Drive & Vizcaya Boulevard
Township of West Orange, Essex County, New Jersey

Dear Ms. Carballo:

In response to your April 25, 2024 RFP, we have prepared the following proposal. The Township requested an All-Way Stop Analysis for the intersections of Kelly Drive and Haggerty Drive and Haggerty Drive and Vizcaya Boulevard to determine the most appropriate traffic control measures. There has been one (1) crash at the intersections of Kelly Drive and Haggerty Drive and Haggerty Drive and Vizcaya Boulevard in FY 2018, and a crash report was included in the RFP. As a deliverable, the Township has requested All-Way Stop analysis and a recommendation of next steps.

GPI will provide the following services.

SCOPE OF SERVICES

TASK 1 – TRAFFIC STUDY

The following tasks will be performed as a part of the traffic study:

1. **Field View** – A field view will be performed at the two (2) study intersections to observe existing road and traffic conditions. Notations of existing physical characteristics of the road system (e.g., road/lane widths, parking, speed limits and other signing, sight distances/restrictions, lighting, crash debris, etc.) will be made. A GoPro camera will also be used to collect video of the intersection approaches at both locations for reference as a part of this study.
2. **Traffic Data** – Classified intersection turning movement traffic counts will be collected at the two (2) study intersections. The specific work associated with this task is listed as follows:
 - Counts will be conducted with MioVision Cameras.
 - Counts will be thirteen (13) hours in length (6:00AM to 7:00PM on a typical Tuesday, Wednesday, or Thursday while schools are in session).
 - Count Classification
 - MioVision Premium Classification:
 - Motorcycles
 - Cars & Light Goods
 - Buses
 - Single Unit Trucks

- Articulated Trucks
 - Pedestrians & Bicycles in the crosswalk
3. All-Way STOP Warrant Analysis – An All-Way STOP Warrant Analysis will be performed in accordance with the new 2023 MUTCD guidelines (11th Edition) for the two (2) study intersections. As noted on pages 78 – 79 of 1161 of the 2023 MUTCD, the following warrants will be evaluated:
 - Warrant A: Crash Experience – It is assumed that GPI will review the crash summary information for Years 2021, 2022, and 2023 collected through NJDOT's Safety Voyager database. Individual crash records will not be collected from the NJDOT or the municipality or reviewed as a part of this project. Crash diagrams will not be prepared as they are not required for the Warrant Analysis.
 - Warrant B: Sight Distance – GPI will obtain sight distance calculations for each approach. Actual field conditions are to be taken into account as on-street parking may obstruct sight distances. GPI's Bridgewater Office will then apply this information to this warrant.
 - Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection – It is assumed that this warrant is not applicable since there are currently no arrangements being made for the installation of a traffic control signal, and this intersection is not circular in nature.
 - Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles) – The traffic data as summarized in Task 2 (above) will be utilized to perform this warrant. Charts and/or tables will be prepared as required.
 - Warrant E: Other Factors – Engineering judgement will be utilized to determine if any other conditions may exist to warrant the need for All-Way STOP traffic control at this intersection.
 4. Levels of Service (LOS) Analyses – LOS analyses will be performed for the weekday peak traffic hours (AM and PM peak traffic periods) for the two (2) intersections based on policies and guidance as contained in the Highway Capacity Manual (HCM) 6th Edition. Results of the analyses will be presented in tabular form.
 5. Technical Memorandum – A draft Technical Memorandum (Report of Findings) will first be prepared and presented to the Township that summarizes the work associated with this study. Recommendations for next steps will be included, if and as applicable. A final Technical Memorandum incorporating any comments received from the Township will then be prepared and submitted.
 6. Project Management, QA/QC, and Meeting Attendance - It is assumed that this assessment will be completed within six (6) weeks of notice to proceed. It is assumed that GPI will attend up to one (1) virtual meeting with the Township to review and present the results of this assessment.

ASSUMPTIONS

This proposal does not include design plans for the identification for the type, size, and/or location of any signs or pavement markings or other improvements. If requested, this work would be performed as a part of a separate design project.

PROJECT COST SUMMARY

Our lump sum fee to provide the Scope of Services described in Tasks 1 through 6 above is **\$36,350.00**.

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Municipal Engineer
May 8, 2024
Page 3

Thank you for providing GPI this opportunity to work with the Township. Should you have any questions, please contact me at my direct line at 973-434-8349.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Andrew Cangiano', is written over a horizontal line.

Andrew Cangiano, PE, CME
Director of Engineering

m:\proposals\act\west orange\kellydr_haggerty dr_all-way stop warrant analyses\all way stop analyses 04-29-2024.docx



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL ADDRESS: jkozarsky@genattgrp.com												
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: XL Specialty Insurance Company</td><td>NAIC # 37885</td></tr><tr><td>INSURER B: Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER C: North Pointe Insurance Company</td><td>27740</td></tr><tr><td>INSURER D: QBE Insurance Corporation</td><td>39217</td></tr><tr><td>INSURER E: Stonington Insurance Company</td><td>10340</td></tr><tr><td>INSURER F: Allied World Assurance Company (U.S.) Inc.</td><td>19489</td></tr></table>	INSURER A: XL Specialty Insurance Company	NAIC # 37885	INSURER B: Everest National Insurance Company	10120	INSURER C: North Pointe Insurance Company	27740	INSURER D: QBE Insurance Corporation	39217	INSURER E: Stonington Insurance Company	10340	INSURER F: Allied World Assurance Company (U.S.) Inc.	19489
INSURER A: XL Specialty Insurance Company	NAIC # 37885												
INSURER B: Everest National Insurance Company	10120												
INSURER C: North Pointe Insurance Company	27740												
INSURER D: QBE Insurance Corporation	39217												
INSURER E: Stonington Insurance Company	10340												
INSURER F: Allied World Assurance Company (U.S.) Inc.	19489												

COVERAGES**CERTIFICATE NUMBER:** 1051438221**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER		171000795	12/31/2023	12/31/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																			
MED EXP (Any one person)	\$ 10,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 4,000,000																			
PRODUCTS - COMP/OP AGG	\$ 4,000,000																			
	\$																			
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		161001112	12/31/2023	12/31/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		XC5GU00324231	12/31/2023	12/31/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																			
AGGREGATE	\$ 5,000,000																			
	\$																			
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		152000765	12/31/2023	12/31/2024	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
A F	Property Professional Liability		UM00082200MA23A 03141016	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<table><tr><td>Valuable Papers</td><td>\$150,000</td></tr><tr><td>Each Claim</td><td>\$2,000,000</td></tr><tr><td>Aggregate</td><td>\$2,000,000</td></tr></table>	Valuable Papers	\$150,000	Each Claim	\$2,000,000	Aggregate	\$2,000,000								
Valuable Papers	\$150,000																			
Each Claim	\$2,000,000																			
Aggregate	\$2,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** 30 day notice applies

SAMPLE
FOR INFORMATIONAL
PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

R E S O L U T I O N

WHEREAS, on April 16th 2024, the Township's Construction Supervisor and Township Engineer inspected Wheatland Avenue permit parking Lot 17 to assess the severe damage caused by the torrential rain experienced between March 2024 and the first and second week of April 2024; and

WHEREAS, half of the length and width of the roadway was severely cracked and decayed exposing the dense graded aggregate course of the road and several areas were washed out causing a safety hazard to residents and pedestrian traffic using Wheatland Avenue permit parking lot 17; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Municipal Engineer on April 16th, 2024 notified the Administration and Purchasing Agent of the need to perform an emergency contract for this work with an approximate estimated cost between \$100,000.00 to \$150,000.00; and

WHEREAS, it was concluded that to expedite the work and to perform the emergency repair of the roadway to protect public health and safety, an emergency contract was issued to Grabowski Construction, Inc. who was readily available to mobilize and perform the work; and

WHEREAS, Grabowski Construction, Inc. submitted an invoice dated May 10, 2024 for the emergency repair of Wheatland Avenue and its associated improvements in the amount of \$122,300.00; and

WHEREAS, the Municipal Engineer by letter dated May 13, 2024 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in an amount not to exceed \$122,300.00 without authorization is

authorized to Grabowski Construction, Inc. for emergency work to repair Wheatland Avenue parking lot.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford, Council President

Adopted: May 21, 2024

I hereby certify funds are available from Account No.

\$122,300.00

John Gross, Chief Financial Officer

161-24

Grabowski Construction, Inc.

770 Northfield Avenue
West Orange, NJ 07052

Invoice

DATE	INVOICE #
5/10/2024	4557

BILL TO
Township of West Orange 25 Lakeside Ave, DPW W Orange, NJ 07052

PROJECT NAME/LOCATION
Reconstruction of Wheatland Ave roadway

DATE	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
5/10/2024	Scope of Work	1. mobilized & demobilized equipment 2. removed blacktop 3. cleaned out swale 4. installed rip-rap in swale 5. saw cut joints 6. added DGA as necessary 7. graded roadway 8. compacted roadway 9. installed 4" I-4 12.5 10. installed line striping Total - \$122,300.00		122,300.00	122,300.00
Phone #			Total		
973-731-0111			\$122,300.00		

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND
PAYMENT TO THE LISTED TAXPAYER DUE TO VETERAN EXEMPTION**

WHEREAS, the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

NOW THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the homeowners the tax refunds due:

Block	Lot	Property Address	Refund to payee of taxes	Amount
77.02	13	20 Glenside Drive	Reagen Pierre 20 Glenside Drive West Orange, NJ 07052	\$7,478.89
77.02	13	20 Glenside Drive	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$9,851.00
175.02	7	14 Lincoln Avenue	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$6,964.00

TOTAL AMOUNT: \$24,293.89

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford, Council President

Adopted: May 21, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO THE LISTED
TAXPAYER PURSUANT TO FINAL JUDGMENT BY THE TAX COURT OF NEW JERSEY**

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey
on the petitions of the taxpayer listed on the attached schedule reducing the assessment.

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the
municipal assessor and taxing district;

NOW THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Collector
of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to
cause to be paid to the said taxpayers the sums in full and final satisfaction to tax rebates due:

Block	Lot	Qual	Name & Address	Amount to be refunded
131	1		Corelogic Centralize Refunds PO Box 9202 Coppell, TX 75019	\$ 3,187.93 (AA)
140.04	21		Corelogic Centralize Refunds PO Box 9202 Coppell, TX 75019	\$ 3,218.60 (AA)
154.21	4		Corelogic Centralize Refunds PO Box 9202 Coppell, TX 75019	\$ 2,758.80 (AA)
164	32	C0011	Corelogic Centralize Refunds PO Box 9202 Coppell, TX 75019	\$ 4,000.26 (AA) \$ 3,216.83 (OM)
168.04	16		Corelogic Centralize Refunds PO Box 9202 Coppell, TX 75019	\$ 9,655.80 (AA) \$ 2,329.43 (OM)

168.10 12

Joan Balash & Lisa Sands
27 Connel Drive
West Orange, NJ 07052

\$5,057.80 (AA)

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford, Council President

Adopted: May 21, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

CIVIL ACTION
JUDGMENT

C. PEREZ, M. CASTRO & M. PARRA

Defendant(s).

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 131
Lot: 1
Street Address: 14 Ridge Avenue
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$85,500.00	\$85,500.00
Improvements:	\$231,800.00	\$127,800.00
Totals:	\$317,300.00	\$213,300.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 4/30/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: C Perez pro se
Defendant(s) Attorney: M Castro pro se
Defendant(s) Attorney: M Parra pro se

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 001237-2024

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

CIVIL ACTION
JUDGMENT

MARC ALLEN & LAKISHA ALLEN

Defendant(s).

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 140.04
Lot: 21
Street Address: 41 Virginia Avenue
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$102,400.00	\$102,400.00
Improvements:	\$231,400.00	\$111,400.00
Totals:	\$333,800.00	\$213,800.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 4/29/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: Marc Allen pro se
Defendant(s) Attorney: Lakisha Allen pro se

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 001248-2024

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

CIVIL ACTION
JUDGMENT

ALEXIS & OCTAVIAN JOHNSON-MAXIM

Defendant(s).

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 154.21
Lot: 4
Street Address: 3 Hooper Avenue
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$120,000.00	\$120,000.00
Improvements:	\$172,900.00	\$112,900.00
Totals:	\$292,900.00	\$232,900.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 4/24/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: Alexia Johnson-Maxim pro se
Defendant(s) Attorney: Octavian Johnson-Maxim pro se

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 001240-2024

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

CIVIL ACTION
JUDGMENT

LINDSEY ALLEN

Defendant(s).

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 164
Lot: 32
Unit: C0011
Street Address: 11 Perkins Drive
Year: 2022

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$140,000.00	\$140,000.00
Improvements:	\$187,000.00	\$100,000.00
Totals:	\$327,000.00	\$240,000.00

Block: 164
Lot: 32
Unit: C0011
Street Address: 11 Perkins Drive
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$140,000.00	\$140,000.00
Improvements:	\$187,000.00	\$100,000.00
Totals:	\$327,000.00	\$240,000.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 4/24/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: Lindsey Allen pro se

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 001626-2024

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

CIVIL ACTION
JUDGMENT

CHAD PARK & LINETTE PARK

Defendant(s).

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 168.04
Lot: 16
Street Address: 5 Rutgers Street
Year: 2022

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$140,600.00	\$140,600.00
Improvements:	\$382,200.00	\$172,200.00
Totals:	\$522,800.00	\$312,800.00

Block: 168.04
Lot: 16
Street Address: 5 Rutgers Street
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$140,600.00	\$140,600.00
Improvements:	\$382,200.00	\$172,200.00
Totals:	\$522,800.00	\$312,800.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 4/24/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: Chad Park pro se
Defendant(s) Attorney: Linette Park pro se

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 001241-2024

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

CIVIL ACTION
JUDGMENT

BALASH, JOAN & SANDS, LISA

Defendant(s).

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 168.10
Lot: 12
Street Address: 27 Connel Drive
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$180,000.00	\$180,000.00
Improvements:	\$323,500.00	\$203,500.00
Totals:	\$503,500.00	\$383,500.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 4/24/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: Lisa Sands pro se
Defendant(s) Attorney: Joan Balash pro se

**RESOLUTION AUTHORIZING THE PURCHASE OF POLICE EQUIPMENT
SPECIFICALLY PORTABLE RADIOS AND ACCESSORIES
FOR THE WEST ORANGE POLICE DEPARTMENT**

WHEREAS, the Township of West Orange (Township) employs a Nationally Accredited Police Force (Police Department); and

WHEREAS, the Police Department Responds to approximately 45,000 calls for service each year; and

WHEREAS, the Township wishes to purchase additional Portable Radios and accessories for the patrol division and administration division; and

WHEREAS, Eastern Communications, LTD. is a New Jersey State Contract vendor who will be the supplier for the L3Harris proprietary equipment through contract No. A83932/T-0109,

WHEREAS, the Township of West Orange as a Local Government Unit, may without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of N.J.S.A. 40A: 11-12.

NOW, THEREFORE BE IT RESOLVED by the Township of West Orange Council that the award to upgrade the Radio Equipment go to Eastern Communications Ltd. 48-14 36TH Street, Long Island City, NY 11101 in the amount of not to exceed \$84,636.00; and

BE IT FURTHER RESOLVED, that the Purchasing Agent is hereby authorized to arrange to pay for the foregoing in accordance with the terms of the Purchase Order on behalf of the Township of West Orange with funds approved by the Chief Financial Officer.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford, Council President

Adopted: May 21, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

Quotation

Quote # ECLQ324-0543
 Quote Revision Rev -
 Customer West Orange
 Quote Date 3/26/2024
 Provided By Scott Tschetter
 Quote Validity 60 Days
 Estimated Lead Time 60 Days ARO
 Project/Opportunity



Contract Item	Part Number	Description	Qty	Unit List	Ext List	Discount	Unit Sale	Ext Sale
XL95P	XN-PF78M	PORTABLE,XL-95P,7/800MHZ,BLK	20	\$ 2,200.00	\$ 44,000.00	24.00%	\$ 1,672.00	\$ 33,440.00
XL95P	XN-PL8N	FEATURE, IN-BAND GPS	20	\$ 300.00	\$ 6,000.00	24.00%	\$ 228.00	\$ 4,560.00
XL95P	XN-FW2X	OPERATION,LOAD NIFOG PERSONALITY	20	\$ 0.01	\$ 0.20	100.00%	\$ -	\$ -
XL95P	XN-PL4F	FEATURE,P25 PHASE 2 TDMA	20	\$ 250.00	\$ 5,000.00	24.00%	\$ 190.00	\$ 3,800.00
XL95P	XN-PL8Y	FEATURE, ENCRYPTION LITE	20	\$ 0.01	\$ 0.20	100.00%	\$ -	\$ -
XL95P	XN-PL4D	FEATURE, DES-CFB	20	\$ 250.00	\$ 5,000.00	24.00%	\$ 190.00	\$ 3,800.00
XL95P	XN-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	20	\$ 750.00	\$ 15,000.00	24.00%	\$ 570.00	\$ 11,400.00
XL95P	XN-PKGPT	FEATURE PACKAGE,P25 TRUNKING	20	\$ 1,100.00	\$ 22,000.00	24.00%	\$ 836.00	\$ 16,720.00
XL95P	XN-PA3R	BATTERY, LI-ION, 3100 MAH	20	\$ 135.00	\$ 2,700.00	24.00%	\$ 102.60	\$ 2,052.00
XL95P	XN-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	20	\$ 40.00	\$ 800.00	24.00%	\$ 30.40	\$ 608.00
XL95P	XN-AE6C	SPEAKER MIC,RUGGED,COILED	20	\$ 260.00	\$ 5,200.00	24.00%	\$ 197.60	\$ 3,952.00
XL95P					\$ 105,700.40			\$ 80,332.00
XL95P Options	XN-HC2G	BELT CLIP,STANDARD,XL-95	20	\$ 20.00	\$ 400.00	24.00%	\$ 15.20	\$ 304.00
XL95P Options	XN-Y3EWP	SERVICE ASSIST, EXT WARRANTY 3YR, XL95P	20	\$ 200.00	\$ 4,000.00	0.00%	\$ 200.00	\$ 4,000.00
XL95P Options					\$ 4,400.00			\$ 4,304.00
Equipment Total					\$ 110,100.40			\$ 84,636.00

Notes:
 1) Radio Communications Equipment and Accessories
 Contract (T-0109)

**A RESOLUTION APPROVING PROPOSAL FROM MATRIX NEW WORLD FOR
ENVIRONMENTAL SERVICES FOR THE FORMER BARTON PRESS PROPERTY
LOCATED AT 55 LAKESIDE AVENUE**

WHEREAS, on May 6, 2024, the Township of West Orange (the “Township”) received a proposal from Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (“Matrix”) to perform environmental support for Wilentz, Goldman & Spitzer, P.A. (“Wilentz”), Special Redevelopment Counsel, related to the Prism litigation and, specifically, 55 Lakeside Avenue, Block 115, Lots 15 and 17, West Orange, New Jersey 07052;

WHEREAS, the scope of work to be completed by Matrix includes preparing for and attending the May 22, 2024 court conference between Prism and the Township of West Orange, including telephone calls, review of materials, and preparation prior to the conference; and

**NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST ORANGE**, that the Township accepts the proposal from Matrix attached herein as Exhibit “A,” not to exceed \$9,150.00 to complete the scope of work.

Karen J. Carnevale, R.M.C.
Township Clerk

Bill Rutherford
Council President

Adopted: May 21, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

EXHIBIT A

Via Email

May 14, 2024

Mr. John Gross and Mr. James Abbott
Township of West Orange
66 Main Street
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES
FORMER BARTON PRESS
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
WEST ORANGE, NEW JERSEY
MATRIX NO. 21-1041**

Dear Mr. Gross and Mr. Abbott:

As requested, Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete environmental services for the Former Barton Press property, located at 55 Lakeside Avenue (Block 115, Lots 15 and 17) in the Township of West Orange (Township), New Jersey (Site). The proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26C, and applicable New Jersey Department of Environmental Protection (NJDEP) Guidance Documents.

SCOPE OF WORK

The scope of services and associated fees are described in detail below.

TASK 1: Preparation and Support for Proposed May 22, 2024 Court Conference

As required by the Town, Matrix will prepare for and attend in environmental support for the May 22, 2024 court conference between Prism and the Township of West Orange. This task includes conference preparation including phone calls between project team (Wilentz) and Matrix prior to court conference. Costs summarized below include time for the preparation and appearance for one court appearance.

COSTS

The costs to provide court support are provided below but **do not include** extensive negotiations with Prism or additional court appearances. If such actions are required additional funding will be necessary.

Total Not To Exceed Costs.....\$ 9,150.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- No additional assessment activities or LSRP documents beyond the activities identified in the scope of work are included;
- All work will be completed during normal business hours;
- All external costs will be charged at cost plus 15%;
- Matrix will invoice for only those hours billed to this specific job task;
- One court appearance assumed; and

- If additional court appearances are required, an additional proposal will be provided.

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by (1) signing in the space provided below, (2) signing the attached Terms and Conditions, and (3) signing the attached Special LSRP Provisions and returning one copy to our offices.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Allison Molnar
Project Manager



Mark Sprengel, LSRP
Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Attachments: Terms and Conditions
Special Provisions - LSRP

ATTACHMENT 1
TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis, consistent with the applicable standard of care, under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as an estimated range, Matrix shall provide CLIENT with an exact cost as soon as it can be determined.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity. Matrix shall be entitled to rely upon the accuracy and completeness of services and information furnished by the CLIENT and CLIENT's consultants.

The CLIENT will advise Matrix of the nature and extent of any hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Unless otherwise specifically provided in this agreement, Matrix and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all collection and court costs, disbursements, staff time expended for court appearances and depositions, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations, and all other material prepared by Matrix and its consultants in connection with the specific project, including those in electronic form, are Instruments of Service to be used solely with respect to this Project. Matrix and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright.

Upon execution of Agreement, Matrix grants to CLIENT a non-exclusive license to reproduce the Instruments of Service solely for the purposes of constructing, using, and maintaining the Project, provided that CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. CLIENT shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to any other party without the prior written agreement of Matrix.

Any unauthorized use and/or use of the Instruments of Service in violation of this Agreement, shall be at CLIENT'S sole risk and without liability to Matrix and its consultants, and CLIENT shall defend and indemnify MATRIX and its consultants against any claim and damages arising from such unauthorized use. The terms of this Section shall apply unless and until it is adjudged by a court of competent jurisdiction that CLIENT rightfully terminated this Agreement for cause under Section 19.

If and upon the date that Matrix is adjudged in default of this agreement by a court of competent jurisdiction, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting CLIENT to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

If set forth in the Proposal, the Instruments of Service shall become the co-owned property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the Proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is

to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES AND HIDDEN CONDITIONS

Matrix will conduct the research that in our exclusive professional opinion is a reasonable precaution to locate utility lines and other man-made objects that may exist beneath the project site surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utilities or other subsurface objects, and therefore the CLIENT agrees to release, hold Matrix harmless and indemnify and pay for damages to underground utilities/structures and/or other damages related to construction activities, worker health/safety, schedule delays, etc. Which may be attributable to underground objects which are not identified by the CLIENT or third parties or correctly shown on plans furnished by the CLIENT or third parties.

In the event that the services provided by Matrix are for renovations and/or addition to an existing structure, there may exist existing conditions which cannot be identified or verified without expending great sums of money and/or destroying portions of the building. CLIENT agrees that Matrix shall not be responsible for damages or additional costs which arise out of hidden conditions not identified and/or located by Matrix.

In the event that the services provided by Matrix involve the investigation of, or assumptions about, subsurface conditions of any kind, the CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing is performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to release, defend indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of Services and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such measures.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering, reporting or responding to unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

Matrix shall not have control over or charge of and shall not be responsible for the acts or omissions of CLIENT and/or Builder/Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work. Matrix shall not supervise, direct or have control over the contractor(s) work, nor shall Matrix have any authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractor(s), or for any safety precautions or programs incident to the work of the contractor(s), or for any failure of the contractor(s) in furnishing or performing its(their) work. Matrix neither guarantees the performance of any construction contracts by contractor(s), nor assumes responsibility or liability for the contractor's(s') failure to furnish or perform its (their) work in accordance with the applicable contract documents.

When provided, and unless otherwise expressly provided in the Scope of Services, field visits are to observe the progress and general quality of the work completed by the contractor. Unless expressly stated otherwise, such visits and observation are not intended to be an inspection of the quality or quantity of the Contractor's work but rather are solely intended to allow this office to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Construction Documents directly related to this office's scope of services. During or as a result of these site visits, this office shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Unless required in this Agreement, material testing and inspection shall be provided by a material testing and testing agency retained by others.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is insurance as follows: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Upon request, Matrix shall provide insurance certificates illustrating the coverage herein.

CLIENT shall require the contractor(s) hired for the project to maintain general liability insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming CLIENT, Matrix and its consultants and employees, as additional insureds.

Matrix may terminate services if proof of additional insured status is not provided prior to the start of construction without any liability to CLIENT for resulting damages, whether due to delay or otherwise.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any damages (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of Matrix in the performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any damages, (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of the CLIENT, or anyone directly or indirectly employed by the CLIENT, in the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, consultants (including subcontractors) be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any parent, subsidiary or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents. Any provision in this Agreement that inures to the benefit of Matrix shall also inure to the benefit of Matrix's officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.
- E. Matrix and CLIENT agree that, to the extent any damages are covered by property insurance during construction, or afterwards, Matrix and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Matrix and CLIENT, as appropriate, shall require of the contractors, sub-consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- F. CLIENT recognizes and expects certain Change Orders may be required due, in whole or in part to omissions, ambiguities, or inconsistencies in the Drawings, specifications, and other design documentation furnished by Matrix or as a result of the other professional services performed or furnished by Matrix under this Agreement, and that Matrix is not responsible for the costs associated with these Change Orders to the extent Change Orders include any cost that CLIENT would have incurred if the covered Change Order work had been included originally in the Drawings, specifications, and other design documentation, without any omission, ambiguity, or inconsistency in the Construction Documents.
- G. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault of Matrix(in whole or in part), including but not limited to negligence , strict liability or breach of contract of Matrix.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix and CLIENT shall not assign the Agreement in whole or part without the written consent of the other, except that CLIENT may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the CLIENT'S rights and obligations under this Agreement, including full payment of all sums due for services rendered. Matrix shall only execute consents reasonably required to facilitate such assignment. Matrix in no way is prohibited from retaining consultants or subcontractors, or persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

Nothing in this Agreement shall be construed to create a cause of action in favor of any third parties, it being the express intent not to create any third-party beneficiaries to this Agreement..

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' written notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' written notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW AND VENUE

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for any other claims related to the Agreement. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Morris County.

2024 FEE SCHEDULE

TITLE	HOURLY RATE
Subject Matter Expert/Witness	\$320.00
Executive Engineer	\$290.00
Senior Technical Director	\$265.00
Senior Project Manager	\$235.00
Technical Director	\$220.00
Senior Technical Manager	\$210.00
Project Manager	\$200.00
Senior Project Professional	\$190.00
Project Professional	\$180.00
Senior Project Specialist	\$175.00
Project Specialist	\$170.00
Senior Technical Professional	\$160.00
One-Man Robotic Crew	\$150.00
Senior Technical Specialist	\$140.00
Technical Specialist	\$130.00
Senior Data/Field Specialist	\$125.00
Second Survey Crew Member	\$125.00
Data/Field Specialist	\$115.00
Senior Technical Assistant	\$105.00
Technical Assistant	\$100.00
Junior Technical Assistant	\$95.00
Junior Data/Field Technician	\$85.00
Data Entry Specialist	\$75.00

2024 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$0.20/sheet
Black & White Copy 8½ x 14	\$0.30/sheet
Black & White Copy 11 x 17	\$0.40/sheet
Black & White Copy 18 x 24	\$1.50/sheet
Black & White Copy 24 x 36	\$3.00/sheet
Black & White Copy 30 x 42	\$4.50/sheet
Color Copy 8½ x 11	\$0.40/sheet
Color Copy 11 x 17	\$0.80/sheet
Color Copy 24 x 36	\$30.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$30.00/sheet
Mylar 30 x 42	\$50.00/sheet
Robotic per diem	\$300.00
Scanner per diem	\$450.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.

ATTACHMENT 2
SPECIAL PROVISIONS - LSRP

Special Provisions- Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.
- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.
- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.
- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

- 1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

RESOLUTION

WHEREAS, on October 25, 2022, the Township Council for the Township of West Orange (the “Township”) adopted Resolution #285-22 temporarily suspending the acceptance and consideration of applications for Resolutions of Local Support from the Township to operate a cannabis business within the Township of West Orange; and

WHEREAS, the Township has since adopted Ordinances amending Township Municipal Code governing the number of local licenses to operate a cannabis business within the Township of West Orange; and

WHEREAS, the Township Council is currently examining another Ordinance to increase the number of local licenses as to only the operation of Cannabis Cultivation businesses and Cannabis Manufacturing businesses within the Township; and

WHEREAS, the Township seeks to engage in an open application process for resolutions of local support for proposed Cannabis Cultivation businesses and Cannabis Manufacturing businesses.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the suspension of the acceptance and consideration of applications for the Resolutions of Local Support shall be temporarily lifted solely and limited to the Township’s preparation and advertisement of a Request for Application limited to Cannabis Cultivation and Cannabis Manufacturing; and be it further

RESOLVED, that the Township be directed to prepare and advertise a Request for Applications for the issuance of Resolution(s) of Local Support to operate Cannabis Cultivation or Cannabis Manufacturing within the Township of West Orange; and be it further

RESOLVED, that the Request for Application shall include a deadline for the submission of applications for a Resolution of Local Support to operate Cannabis Cultivation or

Cannabis Manufacturing within the Township of West Orange; and be it further

RESOLVED, that the suspension of applications shall be reinstated upon the expiration of the deadline for the submission of applications for a Resolution of Local Support to operate Cannabis Cultivation or Cannabis Manufacturing within the Township and; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Bill Rutherford
Council President

Adopted: May 21, 2024

RESOLUTION

WHEREAS, on March 19, 2024, the Honorable Annette Scoca, Judge of the Superior Court, issued a thirty-three (33) page ruling wherein the Court preliminarily enjoined the Township Council from taking any action with regard to the legal services being performed by Richard D. Trenk, Esq., Township Attorney, and his law firm; and

WHEREAS, on March 26, 2024, the Township Council declined to adopt a Resolution to end the litigation in the matter captioned and make the preliminary injunction a permanent injunction; and

WHEREAS, the Township Council appealed the preliminary injunction; and

WHEREAS, the Appellate Division denied the Township Council's appeal of the preliminary injunction; and

WHEREAS, on May 7, 2024, in new business, the Township Council voted 3-2 to continue the litigation *In re Township of West Orange*, Docket No. ESX-L-4687-23 (the "Litigation"); and

WHEREAS, the Township Council has agreed to retain Genova Burns to continue the Litigation at the hourly rate of \$150 per attorney not to exceed \$25,000 additional subject to the Township Billing Guidelines; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange authorizes the continued retention of Genova Burns to continue the Litigation; and it is further

RESOLVED, that Genova Burns shall provide an accounting of how much in fees and expenses have been incurred to date and submit all open invoices through May 21, 2024 no later than June 1, 2024; and it is further

RESOLVED, that Genova Burns shall represent the Township Council subject to the Township Billing Guidelines at the rate of \$150 per hour per attorney; and be it further;

RESOLVED, the Municipal Clerk shall provide a copy of this Resolution via e-mail to the Angelo J. Genova, Esq. as soon as possible.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford,
Council President

Adopted: May 21, 2024

I hereby certify funds are available from: _____
Account No.

John O. Gross, Chief Financial Officer

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A DUPLICATE PAYMENT OF TAX/AND OR SEWER CHARGE

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the 2024 second quarter taxes

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of these charges.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
2.01	9	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$3,058.00
4	12	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$4,196.00
49	12.02	Partha Dey 21 Winding Way West Orange, NJ 07052	\$8,389.00
117	61	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$2,658.00
117	62.01	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$2,902.00
155.22	42.01 C0055	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$3,689.00

155.22	42.01	C0127	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$4,263.00
164	33	C0006	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$2,586.00
179.13	27.01		Carol Ann Strulowitz 291 Pleasant Valley Way West Orange, NJ 07052	\$3,255.00

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford,
Council President

Adopted: May 21, 2024

I hereby certify funds are available from: _____
Account No.

John O. Gross, Chief Financial Officer

**FOR PURCHASE OF FIREFIGHTER FRX TURNOUT GEAR UNDER NJ STATE CONTRACT #T0790
BLANKET # 17-FLEET-00811**

WHEREAS, the Township of West Orange Fire Department has hired eight new firefighters and shall supply turn out gear and replace four existing employee's gear; and

WHEREAS, the State Contract authorized dealer can supply the Township with all the Fire Departments requirements under its state contract #T0790 Blank #17- FLEET-00811 for Firefighter Protective Clothing and Equipment; and

WHEREAS, pursuant to the provision of N.J.S.A. 40A: 11-12, a Contracting Unit may, without advertising for bids, purchase any materials, supplies or equipment under any contract or contracts for such materials, supplies or equipment entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury.

NOW BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the purchase of Firefighter Clothing from NJ Fire Equipment Co, 119- 131 Route 22 East, Green Brook, NJ 08812 an authorized dealer for the about contract in the amount of not to exceed \$56,436.60.

BE IT FURTHER RESOLVED, by the Municipal Council of the Township of West Orange that this resolution together with a property executed purchase order shall constitute an agreement between the Township and NJ Fire Equipment Co. subject to all conditions applicable to the current State Contract.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford
Council President

Adopted: May 21, 2024

I hereby certify funds are available from Account No(s).

03-2829-23-0100-010 \$44,851.90

03-2407-14-0010-010 \$1986.68

03-2661-21-0100-120 \$2731.39

03-2610-20-0100-110 \$6866.63

John O. Gross, Chief Financial Officer



New Jersey Fire Equipment Co.

119-131 Route 22 East
Green Brook, NJ 08812

169-24

Quote

Date	Quote #
5/8/24	24881

Name / Address
Township of West Orange West Orange Fire Department 415 Valley Road West Orange, NJ 07052

Contact: COD Vecchio

Phone: 973-325-4175

PO #	Terms	Rep	FOB
	Net 30	KW	

Item	Description	Delivery	Qty	Cost	Total
NJSC Fire Dex	New Jersey State Contract Fire-Dex T-0790 (17DPP00100) Firefighter Protective Clothing & Equip. Award Summ. NJ NJSC Master Blanket # 17-FLEET-00811				0.00
Fire-Dex Gear	Fire-Dex NFPA PPE Coat & Pant Built to current FD specifications, @ current NJ State Contract Price.		12	4,703.05	56,436.60

Phone #	E-mail
(732) 968-2121	info@njfe.com

Total

\$56,436.60

Signature: _____

JAG

RESOLUTION

WHEREAS, on May 7, 2024, the Township Council for the Township of West Orange (the “Township”) inadvertently adopted Resolution #150-24 to close the time for Kemistry, LLC to prepare and submit a corrected and amended application for a Resolution of Local Support for its proposed cannabis retail business within the Township; and

WHEREAS, it was the Township Council’s intention to grant Kemistry, LLC’s request for an additional ninety (90) day period to prepare and submit a corrected and amended application for a Resolution of Local Support for its proposed cannabis retail business within the Township.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, Resolution # 150-24 be and is hereby revoked and and be if further

RESOLVED, that Kemistry, LLC shall be afforded an additional ninety (90) days to prepare and submit a corrected and amended application for a Resolution of Local Support for its proposed cannabis retail business within the Township; and be it further

RESOLVED, that a copy of this Resolution shall be forwarded by the Municipal Clerk to the New Jersey Cannabis Regulatory Commission and made available in the Clerk’s office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Bill Rutherford
Council President

Adopted: May 21, 2024

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

2846-24

Formatted: Right

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 25, SECTIONS 27 OF
THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
AND ESTABLISHING CHAPTER ____ FOR ENVIRONMENTAL PROTECTION
(TREE PROTECTION, REMOVAL AND REPLACEMENT)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange be and are hereby **repealed** and **replaced** with the newly established Chapter ____ Section ____ of the Revised General Ordinances of the Township of West Orange, which establishes a Chapter dedicated to environmental protection in the Township of West Orange, and shall state as follows:

§ ____-1: Title

This Section shall be known as the “Tree Protection, Removal and Replacement Ordinance of the Township of West Orange”

§ ____-2: Findings and Purpose

a. A 2023 study commissioned by the Township of West Orange found that the tree canopy in West Orange has been dramatically declining and will continue to decline in future years without replanting and renewing protections for the tree canopy. The Township of West Orange finds that: trees are among the Township's most valuable natural resource assets, greatly enhancing the appearance of the Township and contributing to its suburban residential character; the integrity of Township and regional water resources is substantially affected by development on constrained land (e.g., steep slopes, wetlands and reduced depth to groundwater), tree removal, soil disturbance, stormwater management and the general use of land resources; the preservation, protection and planting of trees aids in the stabilization of soil by the prevention of erosion and sedimentation, reduces stormwater runoff and the potential damage it may create, increases groundwater recharge thus enhancing the groundwater supply to streams and wetlands and the yield of water supply wells, aids in the removal of pollutants from the air and assists in the generation of oxygen, provides a buffer and screen against noise and pollution, provides protection against severe weather, dramatically reduces “urban heat effect,” aids in the control of drainage and restoration of denuded soil subsequent to construction or grading, provides a haven for birds and other wildlife and otherwise enhances the environment, protects and increases property values, conserves and enhances the Township's physical and aesthetic appearance, and generally protects the public health, mental health, and safety as well as the general welfare.

b. Numerous governmental, professional, educational and business sources have cited the importance of trees to our well-being: "One acre of forest absorbs six tons of carbon dioxide and puts out four tons of oxygen, enough to meet the annual needs of 18 people."

(U.S. Department of Agriculture). In one study, 83% of realtors expressed the belief that mature trees have a "strong or moderate impact" on the salability of homes listed for under \$150,000 and on homes listed for over \$250,000 this perception increased to 98% (American Forests, Arbor National Mortgage). Healthy, mature trees are said to add an average of 10% to a property's value (USDA Forest Service). "Landscaping, especially with trees, can increase property values as much as 20%." (Management Information Services/ICMA). "The net cooling effect of a young, healthy tree is equivalent to 10 room-size air conditioners operating 20 hours a day." (U.S. Department of Agriculture). "If you plant a tree today on the west side of your home, in five years your energy bills should be 3% less. In 15 years the savings will be nearly 12%." (Dr. E. Greg McPherson, Center for Urban Forest Research). "Trees properly placed around buildings can reduce air conditioning needs by 30% and can save 20% to 50% in energy used for heating." (USDA Forest Service). "In laboratory research, visual exposure to settings with trees has produced significant recovery from stress within five minutes, as indicated by changes in blood pressure and muscle tension." (Dr. Roger S. Ulrich, Texas A&M University).

c. The purpose of this section is to protect and foster the existence and health of trees growing within the Township's borders, to preserve the maximum possible number of trees in the development of a site or lot; to protect specimen trees; to encourage innovative design and grading to promote the protection of existing trees, and to prevent indiscriminate, uncontrolled and excessive removal and cutting of trees, as well as land use activities inconsistent with accepted arboricultural practices, that contribute to the destruction or result in permanent injury to trees upon lots and tracts within the Township. The standards and procedures established by this chapter are intended to furnish criteria for the use of Township personnel, boards, committees, commissions and officers in evaluating applications involving tree removal for site plan, subdivision and other development approvals. They are further intended to inform those with interests in real property in the Township of the requirements for trees located in the Township. The purpose of this section is to protect trees, the environment, and owners of real property who would be affected adversely by the removal of trees from property belonging to another person. The issuance of permits is a procedure designed to effectuate these goals. In addition, the Tree Replacement Fund in no way relieves the Township from a yearly budgetary allocation dedicated to planting new trees in the Township.

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

§ 3 (Definitions)

Deleted: ¶

The following definitions shall apply to this chapter:

APPLICANT—Owner of property or person with authority to apply for a Tree Removal Permit on any Lot.

APPEAL—The process by which an applicant may contest the grant or denial of a tree removal and replacement permit. Appeals shall be considered by the Township of West Orange Land Use Board in accordance with § 7, herein.

BUILDING—Any structure constructed for the support, shelter, enclosure of persons, animals, and/or a combination of materials containing a roof that is used to form a structure for either use, occupancy, and/or habitation.

CONSERVATION EASEMENT — A legal covenant restricting the use of land or natural features of the land that is described in the property deed and shown on a filed plat.

CROWN REDUCTION—Pruning (as defined herein) of the tree reducing the height or scope of the tree.

DBH — The measurement of the diameter of the trunk of a tree planted in the ground taken 4.5 feet from ground level on the uphill side of the tree.

DEVELOPMENT APPLICATION — An application filed with the Township Planning Board or Board of Adjustment pursuant to the Municipal Land Use Law and the Township land development ordinances for approval of a subdivision plat, site plan, planned development, conditional use, zoning variance or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or N.J.S.A. 40:55D-3.

DRIP LINE — A vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground beneath.

EMERGENCY CONDITIONS—Shall mean when trees are hazardous and the Township Forester and/or a Qualified Tree Expert determines that the non-viable tree will cause an unacceptable risk of damage to person or property because of extreme wind, stormwater or other weather events.

EMERGENCY TREE REMOVAL AND REPLACEMENT FORM—A form completed by the Applicant provided to the Township which shall be submitted to the Township Forester if tree(s) are removed under Emergency Conditions pursuant to this Chapter. Trees removed under emergency situations must be replaced in accordance with the requirements of this Ordinance.

ENDANGERED OR THREATENED SPECIES — Any species of tree or animal which has been determined by the Federal Fish and Wildlife Service or the State of New Jersey to be endangered or threatened.

IMPROVED LOT — A parcel of land with a building or other physical improvements.

INVASIVE VINE—Non- native vine that will climb up the tree and cause damage to the tree.

LAND USE BOARD — The Planning Board or Zoning Board of Adjustment of the Township of West Orange.

LOT—A designated parcel, tract of land established in the record as of local and county registers of deeds by plat, deed, subdivision, zoning lot of record, or as otherwise permitted by law.

MAJOR TREE — A tree species with a mature height of at least 50 feet.

MINOR TREE — An evergreen tree, ornamental tree or other small tree that is not defined as a Major Tree.

NONVIALBLE TREE — A hazardous tree that a Qualified Tree Expert and/or the Township Forester determines is dead, dying or otherwise non-viable.

PERSON — The owner of a parcel of real estate or any other individual, group, company, firm, corporation, partnership, association, society or other legal entity.

PROPERTY LINE TREE—Shall mean a tree whose tree-trunk is on more than one Lot and/or on the boundary of the Lot.

PRUNING—Pruning is the selective removal of branches or limbs of a tree.

QUALIFIED TREE EXPERT — A New Jersey Licensed Tree Expert pursuant to N.J.S.A. 45:15C-11 et seq. and is registered by the Township.

REPLACEMENT TREE — A native tree species approved by the Township Forester and of nursery grade, properly balled and burlapped, untreated with herbicides or pesticides and meeting the minimum measurements of a major or minor tree.

SPECIES — The common name of a tree.

SPECIMEN TREE — A tree in good health of unusual or exceptional form, size, age or shape for its species, including but not limited to those included on New Jersey's Big Tree List, or database, published and coordinated by the New Jersey Forest Service, or having a champion tree point total (girth in inches plus height in feet, plus one quarter of average crown spread in feet) within 10% of the point total of a tree of the same species

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

listed in New Jersey's Big Tree List, published in "New Jersey's Big Trees," by the New Jersey Forest Service.

STRUCTURE — A combination of materials to form a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land, including but not limited to homes, buildings, above-ground tanks, pools, sheds, signs, fences, and towers.

STREET TREES OR SHADE TREES—A tree planted in a Township right-of-way within ten (10) feet of a curb.

SURROUNDING LOTS—The Lots immediately contiguous to the Applicant's Lot and the three (3) Lots immediately across the street from the Applicant's Lot, provided they are within one-hundred (100) feet of the Applicant's Lot. If the Applicant's Lot is located on the corner of a street, then the Surrounding Lots shall include each Lot contiguous the Applicant's lot, and the three (3) lots nearest to the Applicant across both roadways, provided they are within one-hundred (100) feet of the Applicant's Lot.

TOWNSHIP FORESTER—The Township-designated person primarily responsible for enforcing this chapter and who is qualified to do so by having the status of a Qualified Tree Expert; appointed by the Township of West Orange to implement this chapter and to carry out other related responsibilities as the Township may provide, including, but not limited to, developing and recommending (i) Township Woodlands Retention and Protection Plan; (ii) Township Tree Inventory; and (iii) Planting Schedule.

TREE — A self-supporting perennial woody plant having a diameter of at least 4 inches measured at a point 4.5 feet (or 54 inches) from the ground at the base of the tree on its uphill side.

Deleted: 2.5

TREE CANOPY—Tree canopy means the layer of leaves, branches, and stems of trees that cover the ground when viewed from above and that can be measured as a percentage of a land area shaded by trees.

TREE OF HEAVEN—(*Alanthus altissima*) An invasive tree that attracts Japanese Spotted Lantern flies which pose a serious threat to the native ecosystem.

TREE REMOVAL NEIGHBOR NOTIFICATION FORM – A form required to be completed by an Applicant seeking to remove any trees. The applicant shall certify that that the Tree Removal Neighbor Notification Form has been delivered to all neighbors who own Surround Lots, as defined herein, to the Applicant's property line in accordance with this Chapter.

TREE REMOVAL AND REPLACEMENT APPLICATION—A form completed by the Applicant provided by the Township which shall be submitted to the Township Forester in accordance with Chapter XXX, § 5.

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

TREE REMOVAL AND REPLACEMENT PERMIT—A permit issued by the Township Forester to an Applicant who complies with all tree removal and replacement procedures set forth in this Chapter.

TREE REPLACEMENT FUND—A dedicated fund established pursuant to this chapter. The purpose of the fund is to permit any applicant who removes a viable tree and demonstrates lack of feasibility in replanting replacement trees on-site the ability to pay a fee to the Fund. The amount of the fee that the applicant shall contribute must be made in accordance with the provisions of this chapter; specifically Chapter XXX, § 8.

VOLCANO MULCHING—Piling mulch against the trunk of a tree in the shape of a volcano causing tree roots to circle the trunk and subsequently weaken the tree. Thus, the tree root flare, which is the connection with the trunk root and the surface of the ground, shall remain visible at all times.

§ ___-4: Tree Removal and Replacement Permits

a. No person shall cut, remove, or engage in activities that encroach upon the health of a tree or remove a tree with a DBH two-and-a-half (4") inches or greater without first having been issued a Tree Removal and Replacement Permit from the Township. To obtain a permit, the Applicant must comply with the procedures set forth in Chapter XXX, § 5 and any replacement procedures in § _____, 8.

Deleted: No person shall be granted permission to remove more than two (2) trees within a twenty-four (24) month period. No person shall cut, remove, or

Deleted: non-viable

Deleted: 2.5

1. If any tree(s) sought to be taken down that are delineated by the Township Forester as viable or non-viable, the person seeking removal or who has removed tree(s) must comply with the tree replacement provisions set forth in Chapter XXX, § 8 and the Chart at Table "A;" unless the tree(s) removed are replanted on the Lot where the tree removal occurred.

2. All Tree Removal and Replacement Permits issued shall be posted on the tree(s) to be removed and in the property owner's front door/window, so the tree removal permit is visible to any member of the public not less than seven (7) business days prior to removal.

Deleted: 2. All Tree Removal and Replacement Permits including Emergency Tree Removal Permits shall be accessible to the public subject to the confidentiality provisions of Daniel's Law or any other similar law. All permits issued pursuant to this Chapter shall be posted to the Township's website by the Township Forester. ¶

Deleted: 3

3. For non-development applications, the Township Forester shall decide to grant or deny a Tree Removal and Replacement Permit Application within 30 days of submission and shall notify the applicant and any objectors who have contacted the Township Forester. Application(s) made in connection with a development application shall comply with the procedures set forth in Chapter XXX, § 4(e) and shall be adjudicated by the Land Use Board. If the application is granted, the permit shall be issued by the Township Forester.

Deleted: 4

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

4. Permits granted under this section shall run with the land and shall remain in force and effect for 12 months from the date of issuance. Any permit not acted upon within a period of 12 months after issuance shall become null and void.

Deleted: 5

b. Prohibitions. Notwithstanding Subsection (a) above, no person shall do any of the following:

1. Cut down or remove any tree within wetlands, flood hazard areas, riparian zones, or other areas protected by state or federal law or applicable EPA or NJDEP regulations;

2. Cut down or remove any tree within a conservation easement;

3. Engage in activities which could cause a tree to die, including but not limited to topping, grade cut or fill, soil compaction within the drip line, chemical contamination, excessive alterations to established drainage patterns or mechanical damage.

4. Cut down or remove any tree on a slope with a grade of 10% or greater on a slope where vegetation is presently stabilizing soils.

5. Cut down or remove any tree unless it is performed by a Qualified Tree Expert and who shall be registered with the Township of West Orange pursuant to § 5-27.1 *et seq.*

Deleted: Prune, c

6. Perform street, curb and sidewalk construction or repairs unless utilizing methods that protect the roots and trunk of a tree, such as manual excavation, reducing the curb, curving sidewalks around a tree, and modifying driveway aprons to accommodate trees as directed by the Township Forester or Township Engineer.

7. Remove trees within one hundred (100) feet of a ridgeline.

Deleted: 7. Cut or remove any tree older than 25 years with a DBH of 10" or more.¶

8. Remove trees which will impair the growth and development of the remaining trees on the applicant's Lot or on adjacent Lots.

Deleted: ¶

Deleted: 8

9. Remove trees if tree removal will negatively alter existing drainage patterns and stormwater runoff.

Deleted: 9

Deleted: 10

10. Remove tree if it will result in soil erosion.

Deleted: 1

11. Remove trees if it would increase the amount of stormwater runoff and/or negatively affect stormwater runoff patterns on any Lot(s), whether contiguous or not.

Deleted: or would increase dust.

Deleted: 2

12. Remove trees if it would constitute a significant change in the screening between existing or proposed structures on roads and/or adjacent Lots.

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

Deleted: 3

13. Remove trees where it would alter topography of the area where such tree(s) are located and will create conditions which may be injurious to the trees or other trees located nearby.

Deleted: 4

14. Remove trees where it will impair suitable habitats and migratory zones for endangered or threatened species animals.

Deleted: 5

15. Engage in activities that cause harm to the health of the tree, including but not limited to, volcano mulching, cutting off light, water, or air, and/or fail to remove invasive vines or the invasive Tree of Heaven which harbors Japanese Spotted Lantern Flies which cause harm to native species of trees.

Deleted: 6

c. Specific prohibitions related to construction activities:

Deleted: 17. Cut down or remove trees in a landscaped buffered area.¶

Deleted: ¶

1. In connection with any construction, prior to the issuance of a building permit or start of construction, snow fencing or other protective barriers shall be placed around trees that are not to be removed. The protective barriers shall be placed at the outermost edge beyond the drip line or tree canopy. All protective barriers shall remain in place until all construction activity is terminated. No equipment, chemicals, soil deposits or construction materials shall be placed within any area so protected by barriers. Any landscaping activities performed subsequent to the removal of the barriers shall be accomplished by hand labor and only using light machinery where necessary.

2. Storing and placing building material or debris or placing construction equipment within the drip line.

d. Exemptions. The following are exempt from the permit requirement of Subsection (a) above:

1. Property owners may remove hazardous or non-viable trees under Emergency Conditions prior to obtaining a Tree Removal and Replacement Permit. However, following the emergency removal of the tree or trees, the property owner or agent thereof shall complete the Emergency Tree Removal and Replacement Form within seven (7) days of the removal. The person seeking emergency removal shall provide photographic and written proof of the Emergency Conditions by the Qualified Tree Expert to the Township Forester and include a hazard tree evaluation form at that time. Tree stumps must be preserved for inspection by the Township Forester and all removed tree(s) must be replaced on a one-to-one ratio within two-years of removal.

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

2. Activities lawfully conducted on public lands or rights-of-ways by or on behalf of a local, county, state, federal or other governmental agency or entity, or a utility company, provided however, that to the extent possible, such entity shall provide a courtesy review of any tree removal and replacement to the Township Forester.

3. Tree removal in conjunction with a Woodland Management Plan(s) must be approved by the N.J. Forest Service.

e. Development applications. Every development application filed with the Land Use Board that proposes tree removal and replacement shall:

1. Preserve fifty (50%) percent of the tree canopy on each developed Lot, and seventy (70%) percent on any undeveloped Lot.

Deleted: s

2. Comply with all prohibitions and procedures listed in this Ordinance including but not limited to, providing the Township Forester and Land Use Board with a report from a Qualified Tree Expert outlining the reasons stated for the removal of tree(s) on the Lot, a tree replacement plan, and response from the Township Forester outlining their approval or disapproval of the tree removal application. If replanting or replacement of trees is performed offsite, the developer shall, apart from the fees paid into the Tree Replacement Fund, hire a landscape architect, licensed by the State of New Jersey, to oversee the species, quantities and placement of replacement trees. This shall be completed prior to the Construction Official and/or appropriate Township Official having issued a Final Certificate of Occupancy or within six (6) months of completion of the development. A bond shall be posted to ensure compliance and two year survival of the replanted trees.

3. Install protective fencing around the remaining trees and ensure the provisions of Chapter ___, Section 4(c) are complied with.

4. Obtain a written report indicating that the Township Engineer or his/her designee(s) has inspected the site and certified that all soil erosion and sediment controls and stormwater runoff controls required by this Chapter and applicable laws have been installed and completed. Copies of the certification shall be delivered to both the applicant and the Township Forester by the Township Engineer immediately after it is completed and made available to the public upon request;

5. Specify that no trees may be removed until after installation of stormwater runoff controls as required by this Ordinance, by Title 7, Chapter 8, § 7:8-5.4 and by Title 2, Chapter 90, Subchapter 1 of the New Jersey Administrative Code, respectively or any other applicable laws.

6. Provide written notice to the Township Forester and the Land Use Board not less than fourteen (14) days before any planned tree removal.

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

7. Ensure the Township Forester shall be onsite during all tree removal and replacement activities in connection with the development application. A stop work order may be issued by the applicable authority under this Chapter if the Township Forester is not onsite during the planned tree removal activities. Prior to the applicant's completion of its development project, the development applicant must have written permission/documentation from the Township Forester that the tree replacement has been completed in accordance with the development applicant's approved plan.

8. All parking lot owners shall maintain trees in compliance with Township Code § 25-12.1(o) and shall create 50% shade in the parking lots within twenty-five (25) years.

Deleted: 7

Deleted: five

f. If the proposed trees for removal are deemed by the Township Forester and/or a Qualified Tree Expert to be Property Line Tree(s), the owner of the Lot(s) are jointly and severally responsible for any costs associated with the removal of the Property Line Tree(s) and any replacement costs. If a Property Line Tree is unlawfully removed, both owners of the Lots where the Property Line Tree is located can be held liable pursuant to Chapter XXX, § 10.

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

§ ____-5: Application Procedure for Tree Removal and Replacement Permits

a. Every application for a tree removal and replacement permit shall be made by submission of the following:

1. Tree Removal and Replacement Application. The Applicant or Applicant's representative shall arrange for an informal in-person inspection with the Township Forester. The Applicant shall clearly mark the trunk of each tree proposed to be removed at the height of four and one-half (4.5) feet above the ground so that such tree or trees may be inspected more easily by the Township Forester at any time after the initiation of the application procedure set forth herein. The Township Forester will explain this portion of the Ordinance and provide advice as to the condition, value and recommended care of other trees on the Applicant's Lot to satisfy the educational purpose of the Chapter. Upon request, the Township Forester shall assist any Applicant with completing the Tree Removal and Replacement Application required by this section. If the tree replacement is to be done on-site, a survey must be attached to the application to show the exact location of the replacement tree(s). The Township Forester's inspection shall confirm the location of the tree or trees sought to be removed, the reason for the application, and advise the Applicant whether the Tree Removal and Replacement Permit would be granted or denied based on the prohibitions contained in this ordinance.

Deleted: (not more than one (1) year old)

2. An Applicant must submit to the Township Forester a Tree Removal and Replacement Application on forms provided by the Township. The Township Forester may request additional information to process the application.

3. The Tree Removal Neighbor Notification Form must be submitted to the Township with the Tree Removal and Replacement Application. The form shall be submitted in accordance herewith to all neighboring property owners who own the Surrounding Lots, as defined herein. The Applicant shall submit a written certification confirming the same. Failure to provide notice under this section shall be deemed a violation subject to enforcement under Chapter XXX, § 10.

4. After the Township Forester and the owners of the Surrounding Lots receive the Tree Removal Neighbor Notification Form, the owners of the Surrounding Lots shall have seven (7) days to object to the proposed tree removal in writing articulating the basis for the objection. The Township Forester will have twenty-one (21) days thereafter to review any and all objections, the Tree Removal and Replacement Permit Application, and all other relevant documents to make a determination to grant or deny the Tree Removal and Replacement Permit.

b. The fees associated with the filing of a Tree Removal and Replacement Application shall be prescribed by Resolution, but shall be no less than \$100 per application A Tree

**Deleted: 5/14/24—Incorporating Amendments from
5/7/24 Council Meeting¶**

Removal and Replacement Application for a development application shall be prescribed by Resolution but no less than \$1,000 per application.

c. Every development application or application before a Land Use Board shall include a tree removal and replacement plan which shall include a map drawn to scale clearly showing the number and location of all trees to be removed and number and location of trees to be replaced. A Qualified Tree Expert's report addressing the factors set forth in Chapter **XXX** § 6 shall be submitted with each application.

Deleted: 5/14/24—Incorporating Amendments from
5/7/24 Council Meeting¶

§ ___-6: Factors to Address in Granting or Denying a Tree Removal and Replacement Permit

Factors to be Considered Where Tree Removal And Replacement is Sought. In deciding whether to issue a Tree Removal and Replacement Permit, the Township Forester shall consider whether the proposed tree removal and replacement complies with the provisions of this Ordinance, the prohibitions of tree removal set forth in Chapter XXX, § 4(b)-(d), and the tree replacement requirements set forth in Chapter XXX, § 8. In connection with a development application, an Applicant shall file a written report by a Qualified Tree Expert explaining how/why the prohibitions set forth in Chapter XXX § 4(b)-(e) are not violated and include a plan for tree replacement in accordance with Chapter XXX, § 8.

Deleted: 5/14/24—Incorporating Amendments from
5/7/24 Council Meeting¶

§ ____-7: Appeal of Denial of Tree Removal and Replacement

Denial and granting of any application for a Tree Removal and Replacement Permit may be appealed directly to the Planning Board with written notice to the Secretary of the Planning Board within forty-five (45) days of the decision by the Township Forester to grant or deny an application. Only those who own the Surrounding Lots who were required to be sent the Neighbor Notification Form shall have the right to appeal the decision of the Township Forester to grant a tree removal permit. Notice of the appeal shall be provided to all property owners who own a Surrounding Lot. The appellant who files the Appeal shall include a written report by a Qualified Tree Expert establishing why and how the Applicant has or has not complied with the factors set forth in § 6. It shall constitute a separate violation of the Ordinance if a tree is removed during the appeal process. All costs and fees associated with the Appeal shall be paid by the Appellant.

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

§ ____-8: Tree Replacement

Every tree removed shall be replaced pursuant to this Chapter. In no instance is tree replacement to be considered a penalty, but rather the minimum requirement(s) to implement the purposes of this section. Tree replacement shall not be a substitute for, but shall be in addition to, any penalty imposed for violation of the provisions of this section. Tree replacement required by this Chapter shall be completed within six months of tree removal unless the Township Forester or Land Use Board grants an extension until the next appropriate planting season. If any replacement tree planted pursuant to this section fails to thrive or dies within two years, it shall be replaced by the property owner within six months and the same shall be viable for an additional two (2) years.

a. Tree replacement, as approved by the Township Forester, Land Use Board, and/or Township Engineer, shall be required to comply with Table “A,” except that hazardous or non-viable trees removed pursuant to Emergency Conditions shall be replaced on a one-to-one basis at the approval of the Township Forester. Tree Replacement shall occur in the following priority to amplify the goals of this Chapter to maintain the existing tree canopy within specific areas of the Township:

1. The owner/applicant shall replant tree(s) on the Lot that which they were removed.

2. If the tree cannot be replaced on the Lot or an adjacent Lot, the applicant shall have the burden of demonstrating how such replacement on their Lot is not feasible. If the owner/applicant cannot replace tree(s) on the site that which they were removed, the owner/applicant may replant the tree(s) on the immediate adjacent properties or at another location as determined by the Township Forester.

Deleted: shall

3. If the owner/applicant is unable to replace tree(s) on the site that which they were removed or on the adjacent Lot(s), and the owner/applicant has less than three-fourths (3/4) of an acre of land, the owner/applicant shall pay into the Tree Removal and Replacement Fund in accordance with this Chapter.

Deleted: .75

Deleted: s

4. If the owner/applicant has greater than three-fourths (3/4) of an acre of land, the owner/applicant must replace the removed trees on their Lot or an adjacent Lot in accordance with § 8(a)(1)-(2).

Deleted: .75

Deleted: s

b. The Forester shall prioritize the Tree Removal and Replacement Fund to locations closest to the site of removal to amplify the goals of this Chapter. In furtherance of said goals, the Township Forester shall seek to prioritize replanting within 1,000 feet of the property line, and, if not feasible, anywhere within the municipality in accordance with Table “A.”

c. Tree Replacement Fund. Pursuant to this section, unless the Township Forester has approved replacement of the removed tree(s) on the permit holder’s property in

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

accordance with Table “A,” the Township Forester shall condition tree removal upon payment to the Tree Replacement Fund, established hereunder. The Township Forester shall require payment to the Tree Replacement Fund if a person removes a viable tree as determined by the Township Forester which is not replaced on the same Lot, provided, however, that the applicant’s lot is less than three-fourths (3/4) of an acre,

Deleted: .75

Deleted: s

1. **Tree Preservation and Replacement Fund:** A Tree Replacement Trust Fund dedicated to receive and disburse replacement tree fees when the permit applicant has conclusively demonstrated that it is not feasible to replace a tree(s) removed from the applicant’s lot with other qualifying tree(s) planted on that site in accordance with Table “A.” The Tree Replacement Fund may also accept contributions for its purposes from private or public sources. The amount to be paid in the Tree Replacement Fund shall be in accordance with Table “A” and shall be greater than the cost of on-site replacement both to encourage on-site tree replacement, the preferred approach under the Ordinance, and to assure that the Township is fully reimbursed for all fees and costs associated with off-site tree replacements. These fees shall be fixed by resolution and must be spent for tree replacements within one (1) year of the deposit into the account. All details of this fund shall be available to the public upon request. The Tree Replacement Fund in no way relieves the Township from a yearly budgetary allocation dedicated to planting new trees in the Township.

2. The amount to be paid to the Tree Replacement Fund shall be in accordance with Table “A” upon the approval of the Township Forester.

Deleted: 3

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

TABLE A

DBH of Tree	Required Action	Amount to Tree Replacement Fund
4"-6"	Replace with one 2.5" inch native non-pesticide/herbicide treated tree with a minimum of 6-feet tall	To be prescribed by Resolution
6"-13"	Replace with either two 4" inch native non-pesticide/herbicide treated trees; or four 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
13"-22"	Replace with either three 4" inch native non-pesticide/herbicide treated tree; or six 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
23"-32"	Replace with either four 4" inch native non-pesticide/herbicide treated tree; or eight 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
Over 33"	Replace with either five 4" inch native	To be prescribed by Resolution

Deleted: 2.5

|

	non-pesticide/herbicide treated tree; or ten 2.5” native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	
--	--	--

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

**Deleted: 5/14/24—Incorporating Amendments from
5/7/24 Council Meeting¶**

§ ____-9: Enforcement and Administration

In administering and enforcing this section, the Township Forester, the Township's Construction Official, Zoning Officer, Township Planner, Engineer, Chief of Police, or any other Township officer or designee, is hereby empowered to issue stop work orders whenever a claimed violation of this section is witnessed or reported.

§ ____-10: Violations and Penalties

- a. Any person, firm, partnership, corporation, association, or other legal entity violating any of the provisions of this article shall, upon conviction of such violation, be punished by a fine not to exceed \$2,000 for each offense, in addition to the required mitigation for each tree illegally removed. Each illegally removed or damaged tree shall constitute a separate offense. Violations of this Ordinance shall be heard in the Municipal Court of competent jurisdiction.
- b. The removal of a tree in violation of this section shall automatically invalidate or void any existing tree removal permit(s) associated with a property and terminate the issuance of any future permits until the matter has been resolved and any required tree replacement has been completed. This provision shall be applicable to contractors, agents and/or persons who remove tree(s) without properly registering with the Township in accordance with Chapter 5, § 27.1 *et seq.*
- c. In addition to the suspension of any active tree removal permit, any company, business, or other entity whom removes or damages any tree in violation of this Ordinance shall be subject potential suspension of their tree removal license within the Township as follows:
 1. First Offense: 90-day suspension;
 2. Second Offense: 180-day suspension;
 3. Third Offense: One year suspension; and
 4. Any offense thereafter: permanent suspension.

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

§ ____-11: Severability, Repeal of Inconsistent Ordinances, and Effective Date

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

This section shall take effect upon final passage and publication as required by law.

Deleted: ¶

SUSAN MCCARTNEY, MAYOR

BILL RUTHERFORD,
COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

Deleted: _____

Deleted: ,

INTRODUCED: March 26, 2024

Deleted: January 23, 2024

ADOPTED: May 7, 2024

Deleted: 5/14/24—Incorporating Amendments from 5/7/24 Council Meeting¶

2846-24

Formatted: Right

Legislative History

The purpose of this ordinance is to repeal and replace Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and to create a new Chapter of the Township Code for the purpose of protecting trees which are among the Township's most valuable natural resource assets, which greatly enhance the appearance of the Township and contribute to its suburban and residential character, which must be kept and maintained in good order to enhance the Township's physical and aesthetic appearance, and generally protect the public health and safety as well as the general welfare. Importantly, trees contribute positively to climate change, protection of the environment, and maintenance of storm waters.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2
RESTRICTED PARKING ZONES OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsections 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
47 Mississippi Avenue	1	Beginning 35 feet south of the southerly curb line of Kirk Street and extending 20 feet south.
16 Virginia Avenue	1	Beginning 164 feet east of the easterly curb line of Winfield Street and extending 20 feet east.
21 Summit Street	1	Beginning 350 feet south of the southerly curb line of State Route 10 (Mt. Pleasant Avenue) and extending 20 feet south.
24 Nutman Place	1	Beginning 290 feet west of the westerly curb line of Valley Road and extending 18 feet west.
16 Stockman Street	1	Beginning 226 feet south of the southerly curb line of Mitchell Street extended and extending 20 feet south.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

SUSAN McCARTNEY, MAYOR

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

BILL RUTHERFORD, COUNCIL PRESIDENT

INTRODUCED: MAY 7, 2024

ADOPTED: MAY 21, 2024

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 47 Mississippi Avenue, 16 Virginia Avenue, 21 Summit Street, 16 Stockman Street, and 24 Nutman Place.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. All other Parking Ordinances under this chapter apply and supersede the use of these restricted spaces.

AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.2, SECTION 34.4, SECTION 34.5, AND CHAPTER 25, SECTION 24.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (LICENSED CANNABIS ENTITIES)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 and Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) update and amend the total number of local licenses allowable Licensed Cannabis Entities and specifying the maximum number of local license for specific categories of Licensed Cannabis Entities; and (ii) to create a separate parking requirement under the Zoning Conditions for Licensed Cannabis Cultivators and Licensed Cannabis Manufacturers with a limited number of employees for those cultivation and manufacturing activities based on the fact that without retail customers the need for parking spaces are not as extensive.

II. CHAPTER 5, SECTION 34.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.2 Definitions.

For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them by this section:

* * * * *

Pre-Approved Entities means Applicant(s) who have: (i) received a Resolution of Local Support from the Township on or before January 10, 2023 with all subsequent modifications, if any, approved by the Township of West Orange; and (ii) whose cannabis business receives an an annual license from the Commission.

III. CHAPTER 5, SECTION 34.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.4 Local License Standards and Limitations.

- a. The Township may approve or deny an application for a Local License to operate a License Cannabis Entity at its sole discretion, consistent with all governing State Law, based on an evaluation of the benefits compared to the potential harm of the prospective licensee's operation of a Licensed Cannabis Entity as proposed in the prospective licensee's application for a Local License.

- b. The number of Licensed Cannabis Entities holding a Local License shall be limited to: (i) four Local Licenses for Cannabis Retailers; and (ii) three total Local License for Cannabis Cultivators or Manufacturers. This cap of four (4) Licensed Cannabis Retailers with Local Licenses may be increased to allow Pre-Approved Entities to move forward.

Deleted: s

Deleted: a combined total of four (4) irrespective of the categories of Licensed Cannabis Entities. This cap shall be inclusive of all Local Licenses issued to Targeted Microbusinesses... ..

Deleted: Entities

IV. CHAPTER 5, SECTION 34.8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.8 Operating Requirements and Prohibitions.

- a. A Licensed Cannabis Entity may only operate from the hours of 8:00 a.m. through 7:00 p.m.
- b. No persons under the age of 21 shall be allowed in a Licensed Cannabis Establishment. No person under the age of 18 shall be allowed in a Licensed Medical Marijuana Facility.
- c. The sale or consumption of alcohol at a Licensed Cannabis Entity shall be prohibited.
- d. Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited.
- e. A Licensed Cannabis Entity shall be secured and have full-time security protocols in place subject to review and approval from the West Orange Police Department which shall include at least a twenty-four-hour security video system with footage to be kept for at least 30 days and a vault for storage of money when the Licensed Cannabis Entity is closed. Prior to the commencement of any operations, a Licensed Cannabis Entity must first obtain from the Police Chief, or designee, written approval of the Licensed Cannabis Entity's security protocols. The Police Chief, or designee, shall have to authority to require additional safety and security measures.

f. All Licensed Cannabis Cultivator and License Cannabis Manufacturer shall establish and maintain a working odor mitigation system to prevent the emanation of offensive odors from the facilities utilized for cultivation and manufacturing.

V. CHAPTER 25, SECTION 24.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-24.2 Conditional Uses.

- b. Specific Requirements. Subject to the stipulations, guiding principles and conditions contained in this section, the Planning Board shall have the power to grant conditional uses authorized by the Table of District Regulations, in specified districts, as follows:
2. Business and Industrial Districts.

(o) Licensed Cannabis Entities. Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries shall be permitted as a conditional use in the B-1, B-2, and I Districts. All other Licensed Cannabis Entities shall be permitted as a conditional use in the I Districts. These conditional uses shall be subject to the following conditions:

- (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (2) No Licensed Cannabis Entity, except a Pre-Approved Entity at its originally approved location, shall be located within five hundred feet (500') of the property line of any property with any school building.
- (3) No Licensed Cannabis Entity, except a Pre-Approved Entity at its originally approved location, shall be located within 500 feet (500') from the property line of any property with a House of Worship, as defined under Chapter 25, Section 4.
- (4) All Licensed Cannabis Entities shall comply with the following Parking Requirements for Nonresidential Uses: (i) Licensed Cannabis Retailers shall comply with the minimum required number of parking spaces for Retail Stores and personal services stores or studios not separately listed; and (ii) all other Licensed Cannabis Entities shall comply with the minimum required number of parking spaces for Light industrial, laboratory and research uses, except that a Cannabis Cultivator or Cannabis Manufacturer with no more than ten (10) employees shall provide at least 1 total parking space per 1,000 square feet of gross floor area.
- (5) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- (6) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.
- (7) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment under the guidelines and standards governing commercial signs as set forth within the Township Municipal Code.
- (8) A Licensed Cannabis Entity shall meet all of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (9) Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

VI. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

VII. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

VIII. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

SUSAN McCARTNEY, MAYOR

**BILL RUTHERFORD
COUNCIL PRESIDENT**

**KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK**

INTRODUCED: May 8, 2024

ADOPTED: (after Planning Board review)

Legislative History

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) update and amend the total number of local licenses allowable Licensed Cannabis Entities and specifying the maximum number of local license for specific categories of Licensed Cannabis Entities; and (ii) to create a separate parking requirement under the Zoning Conditions for Licensed Cannabis Cultivators and Licensed Cannabis Manufacturers with a limited number of employees for those cultivation and manufacturing activities based on the fact that without retail customers the need for parking spaces are not as extensive.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-20, STOP INTERSECTIONS OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate the following intersections as Stop Intersections pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange designated Bright View Engineering of Livingston, N.J. to collect data and assess conditions at the following locations. Their methodology conforms with provisions set forth in N.J.S.A. 39:4-8 and the applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Section 3. Subsection 7-20, Stop Intersections, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39: 4-8 (*italic type denotes deletion, bold type denotes addition*):

Intersection:

Abbingdon Road and Deerfield Drive
Abbingdon Road and Seaman Road
Bryn Mawr Road and Deerfield Drive
Bryn Mawr Road and Seaman Road
Stanley Road and Deerfield Drive
Stanley Road and Seaman Road
Hillcrest Avenue and Knollwood Drive
And Ash Avenue

Luddington Terrace and Lowell Place
Luddington Terrace and Luddington Road
Bellevue Terrace and Nutwold Road
Bellevue Terrace and Harriet Street

Stop Signs On:

Abbingdon Road
Abbingdon Road
Bryn Mawr Road
Bryn Mawr Road
Stanley Road
Stanley Road

Knollwood Drive and Ash Avenue

Luddington Terrace
Luddington Terrace
Bellevue Terrace
Bellevue Terrace

Stanford Avenue and Crestwood Drive**Stanford Avenue (westerly intersection only)**

Section 4. If any provisions of the Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

Susan McCartney, Mayor

Bill Rutherford, Council President

Karen J. Carnevale, R.M.C., Municipal Clerk

Introduced: May 21, 2024

Adopted: June 10, 2024

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersections listed as Stop intersections with Stop signs on the named approaches. Due to the safety concerns and multiple requests from Township residents, the Township's Engineering Department determined that traffic needed to be regulated for the safe movement of vehicles and pedestrians. Currently the intersections are unregulated allowing free passage of traffic from all directions.



Bright View Engineering
Moving you forward

2853-24

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Abington Road & Deerfield Drive
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Abington Road & Deerfield Drive. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Abington Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Abington Road is an east to west oriented roadway which spans approximately 385 ft between Deerfield Drive and Deerfield Drive. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Abington Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Deerfield Drive. There are no sidewalks or crosswalks present along the roadway.

Deerfield Drive is a north to south oriented roadway which spans approximately 1,200 ft from Seaman Road to a dead end. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Deerfield Drive; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Bryn Mawr Road. There are no sidewalks or crosswalks present along the roadway.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. There were no crashes reported at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood with primarily single-family housing.

We observed that the sight lines at the intersection of Abington Road and Deerfield Drive are clear of obstructions.

FIGURE 2 – Abington Road & Deerfield Drive





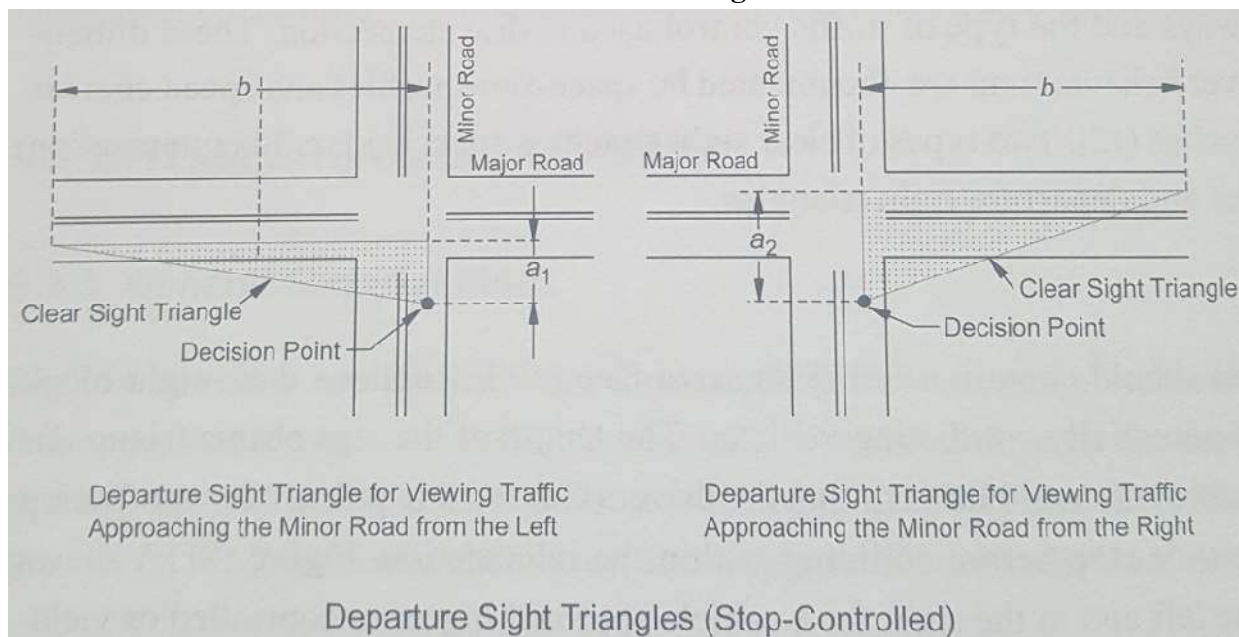
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on the Abington Road approach at the study intersection. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Abington Road & Deerfield Drive, the line of sight of approaching vehicles was found to be clear. We observed that stopped vehicles would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Deerfield Drive.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Abington Road at the study intersection. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/08-AbingtonRd-DeerfieldDr.docxs>



Bright View Engineering
Moving you forward

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Abington Road & Seaman Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Abington Road & Seaman Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Abington Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

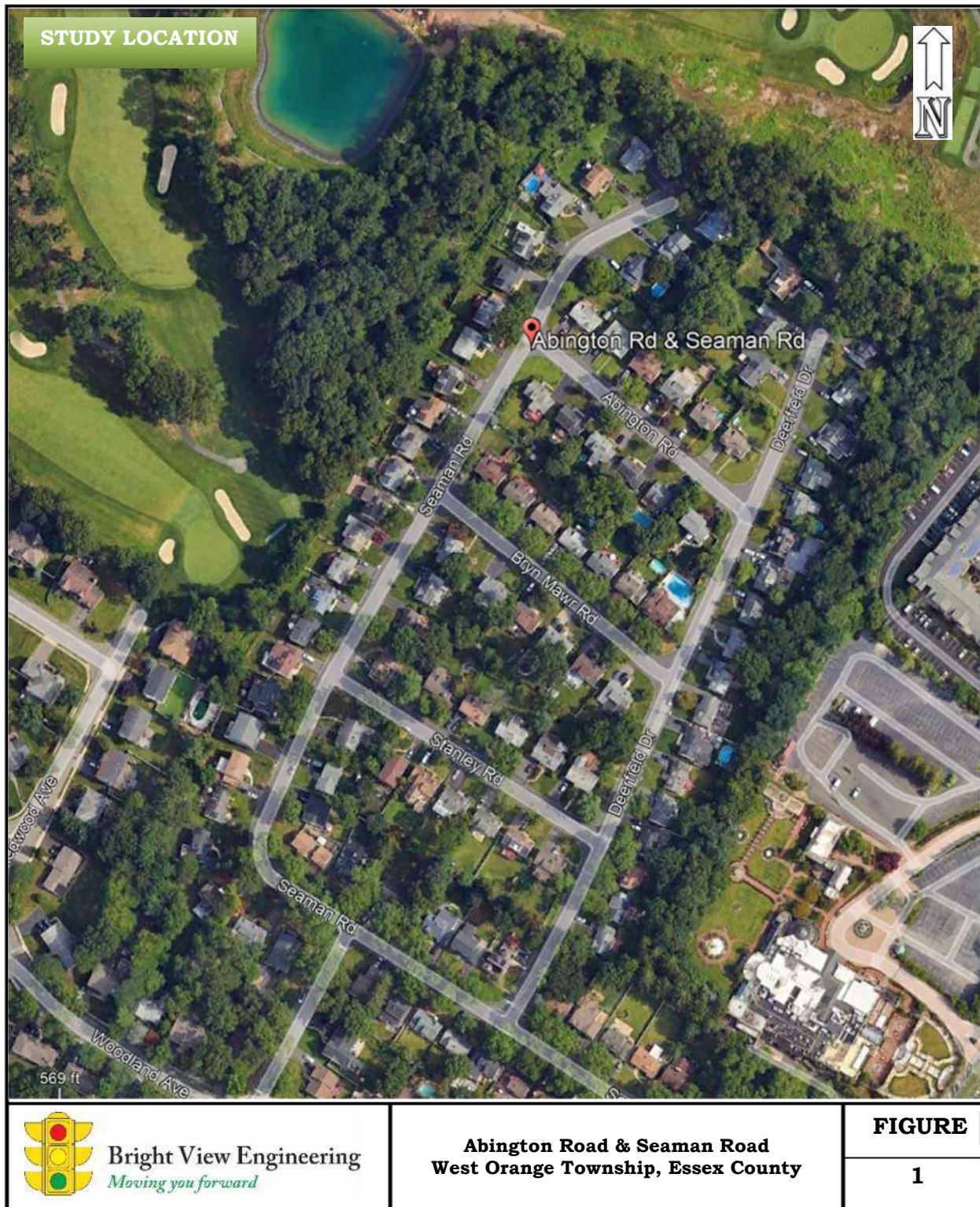
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Abington Road is an east to west oriented roadway which spans approximately 385 ft between Seaman Road and Deerfield Drive. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Abington Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Seaman Road. There are no sidewalks or crosswalks present along the roadway.

Seaman Road is a north to south oriented roadway which spans 2,270 ft from Woodland Avenue to a dead end. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Seaman Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Abington Road. There are no sidewalks or crosswalks present along the roadway.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. There were no crashes reported at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood.

We observed that the sight lines at the intersection of Abington Road and Seaman Road are clear of obstructions.

FIGURE 2 – Abington Road & Seaman Road





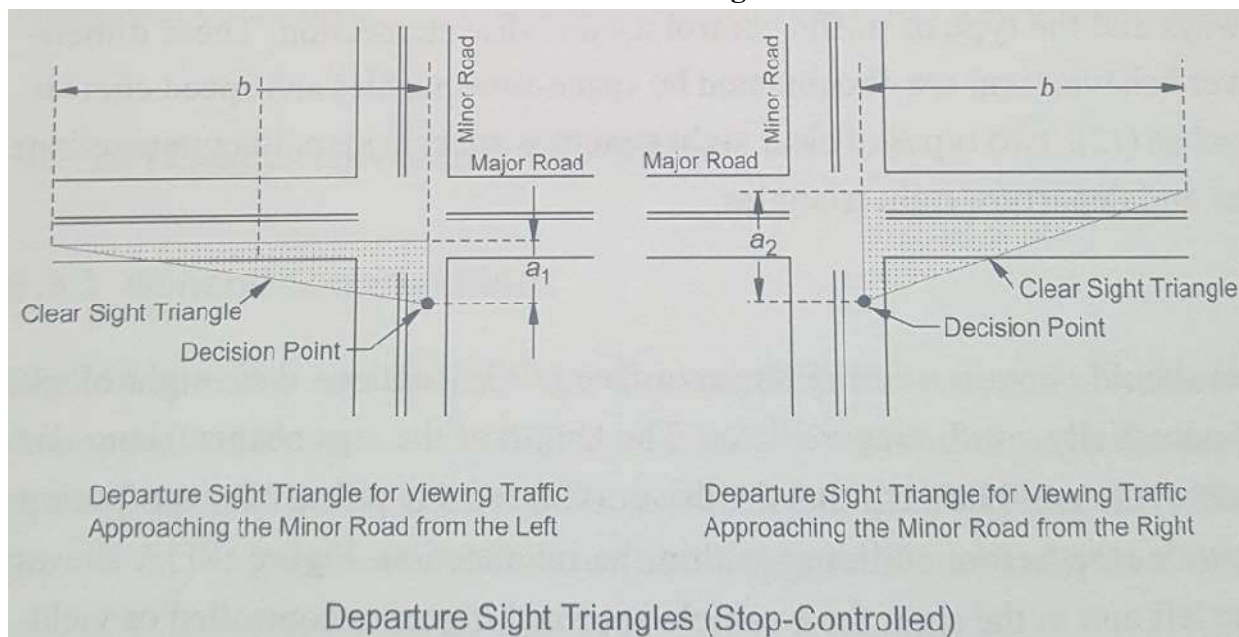
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on the Abington Road approach at the study intersection. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Abington Road & Seaman Road, the line of sight of approaching vehicles was found to be clear. We observed that stopped vehicles would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Seaman Road.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Abington Road at the study intersection. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/07-AbingtonRd-SeamanRd.docxs>



Bright View Engineering
Moving you forward

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Bryn Mawr Road & Deerfield Drive
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Bryn Mawr Road & Deerfield Drive. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Bryn Mawr Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Bryn Mawr Road is an east to west oriented roadway which spans approximately 440 ft between Deerfield Drive and Deerfield Drive. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Bryn Mawr Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Deerfield Drive. There are no sidewalks or crosswalks present along the roadway.

Deerfield Drive is a north to south oriented roadway which spans approximately 1,200 ft from Seaman Road to a dead end. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Deerfield Drive; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Bryn Mawr Road. There are no sidewalks or crosswalks present along the roadway.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. The crashes are shown in Table 1 below:

Table 1 – Crash Data for Bryn Mawr Road & Deerfield Drive

DATE	STREET	CROSS STREET	TYPE	CIRCUMSTANCE
6/26/21	Bryn Mawr Rd	Deerfield Dr	Fixed Object	Other Vehicle
8/6/23	Bryn Mawr Rd	Deerfield Dr	Struck Parked Vehicle	Driver Inattention

Based upon the provided crash data, we observe that two (2) incidents were reported at the study intersection between 6/26/21 and 8/6/23. The crash reports indicate no traffic control was present. The incidents were not contributed to speeding but driver inattention and other obstructions/fixed objects at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood.

We observed that the sight lines at the intersection of Bryn Mawr Road and Deerfield Drive are clear of obstructions.

FIGURE 2 – Bryn Mawr Road & Deerfield Drive





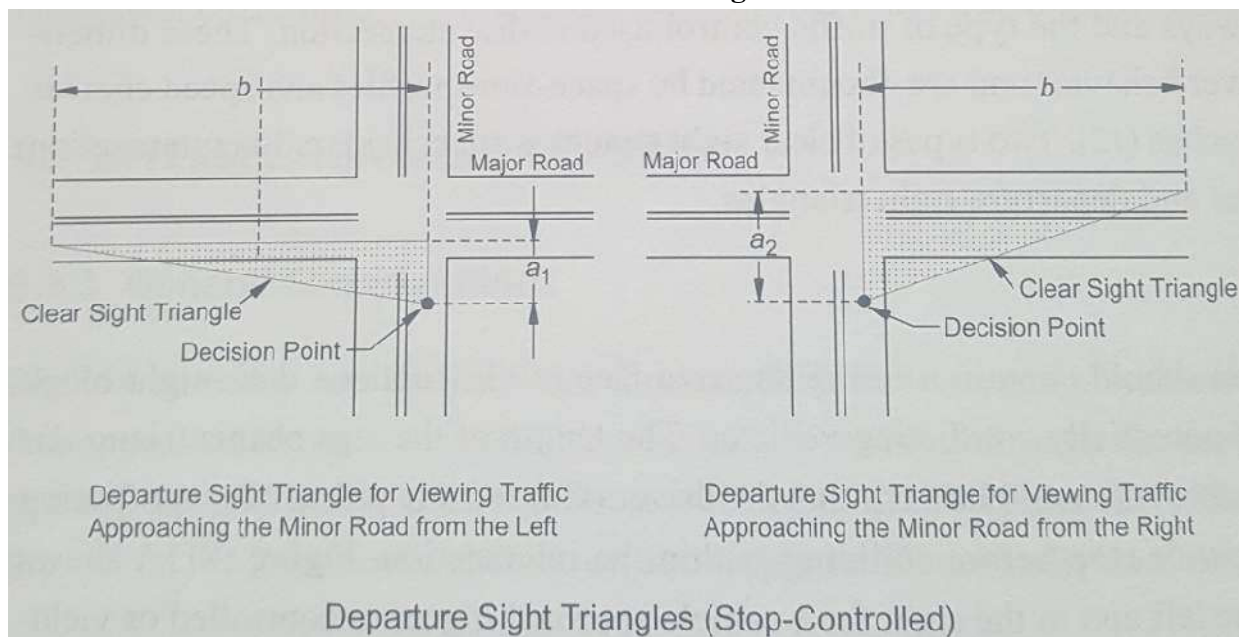
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on the Bryn Mawr Road approach at the study intersection. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Bryn Mawr Road & Deerfield Drive, the line of sight of approaching vehicles was found to be clear. We observed that stopped vehicles have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Deerfield Drive.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Bryn Mawr Road at the study intersection. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



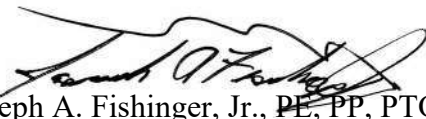
SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/06-BrynMawrRd-DeerfieldDr.docxs>



Bright View Engineering
Moving you forward

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Bryn Mawr Road & Seaman Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Bryn Mawr Road & Seaman Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Bryn Mawr Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

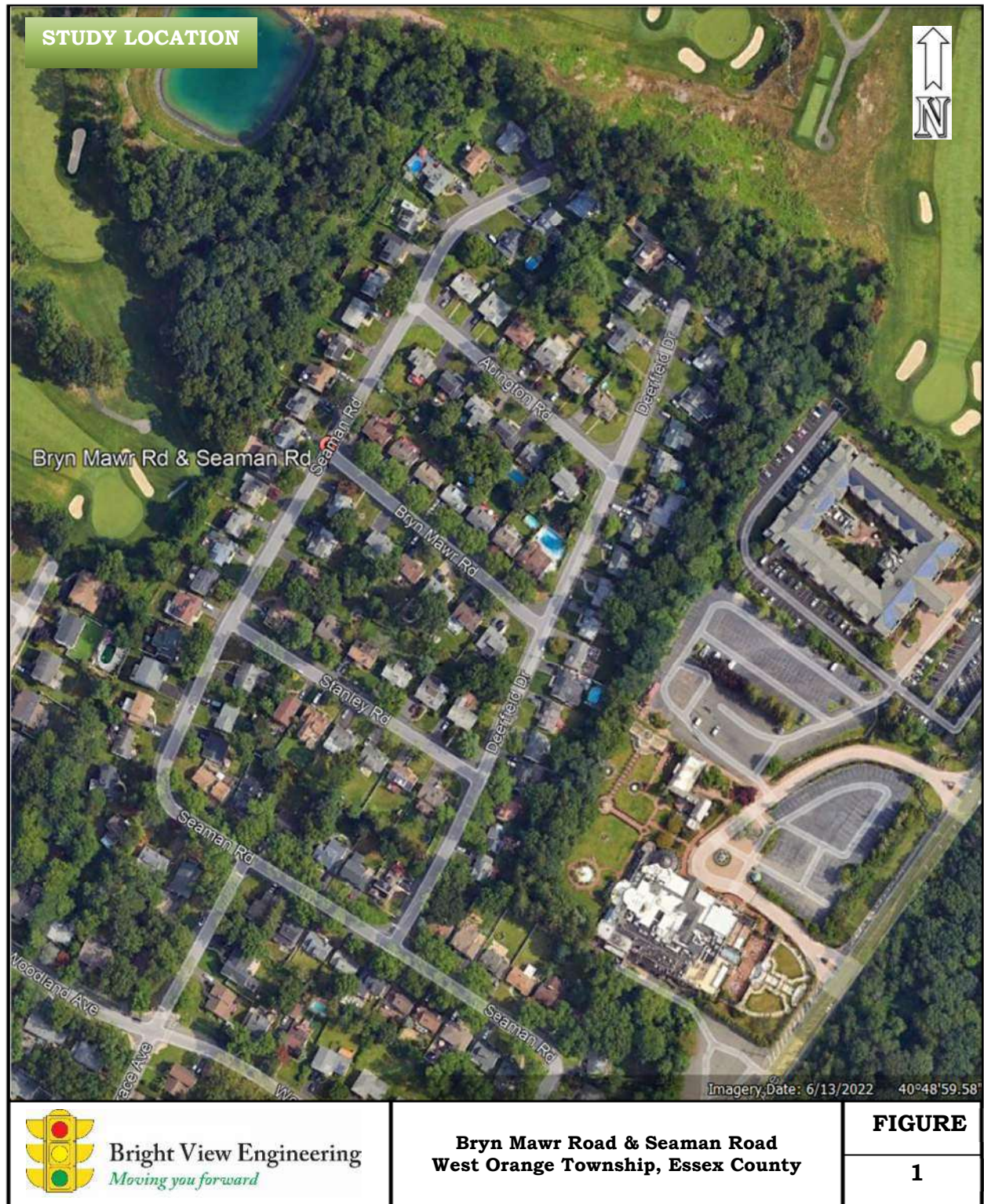
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Bryn Mawr Road is an east to west oriented roadway which spans approximately 440 ft between Seaman Road and Deerfield Drive. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Bryn Mawr Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Seaman Road. There are no sidewalks or crosswalks present along the roadway.

Seaman Road is a north to south oriented roadway which spans 2,270 ft from Woodland Avenue to a dead end. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Seaman Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Bryn Mawr Road. There are no sidewalks or crosswalks present along the roadway.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. There were no crashes reported at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood.

We observed that the sight lines at the intersection of Bryn Mawr Road and Seaman Road are clear of obstructions.

FIGURE 2 – Bryn Mawr Road & Seaman Road





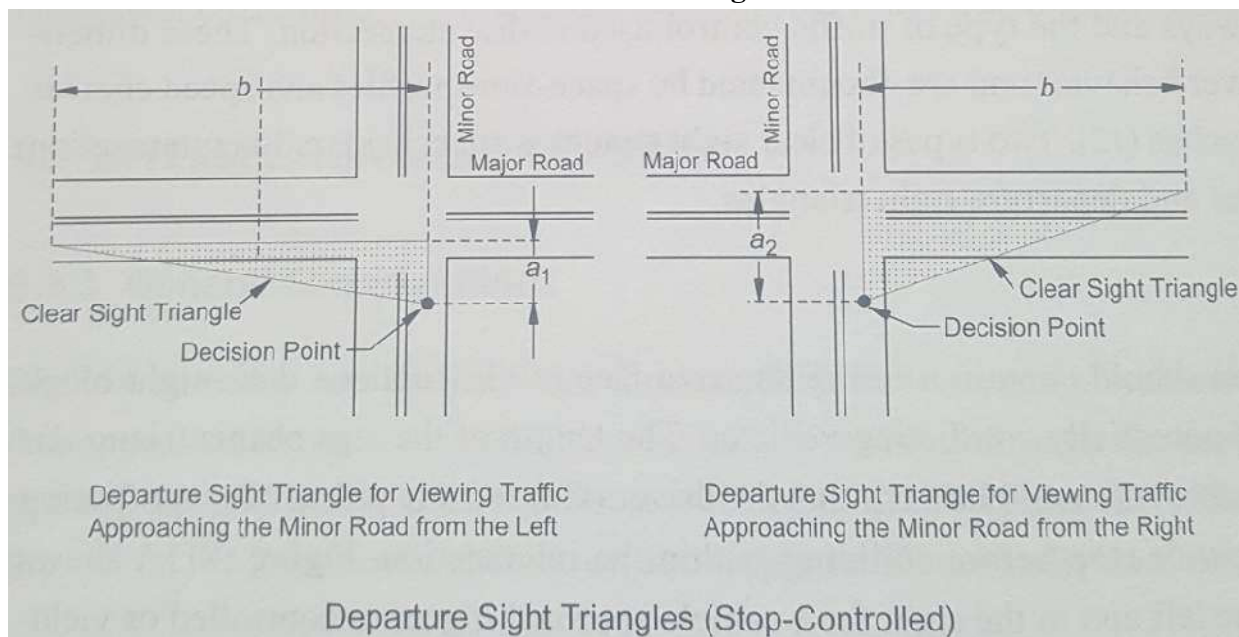
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on the Bryn Mawr Road approach at the study intersection. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Bryn Mawr Road & Seaman Road, the line of sight of approaching vehicles was found to be clear. We observed that stopped vehicles would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Seaman Road.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Bryn Mawr Road at the study intersection. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishingier, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/05-BrynMawrRd-SeamanRd.docxs>



Bright View Engineering
Moving you forward

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Stanley Road & Deerfield Drive
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Stanley Road & Deerfield Drive. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Stanley Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

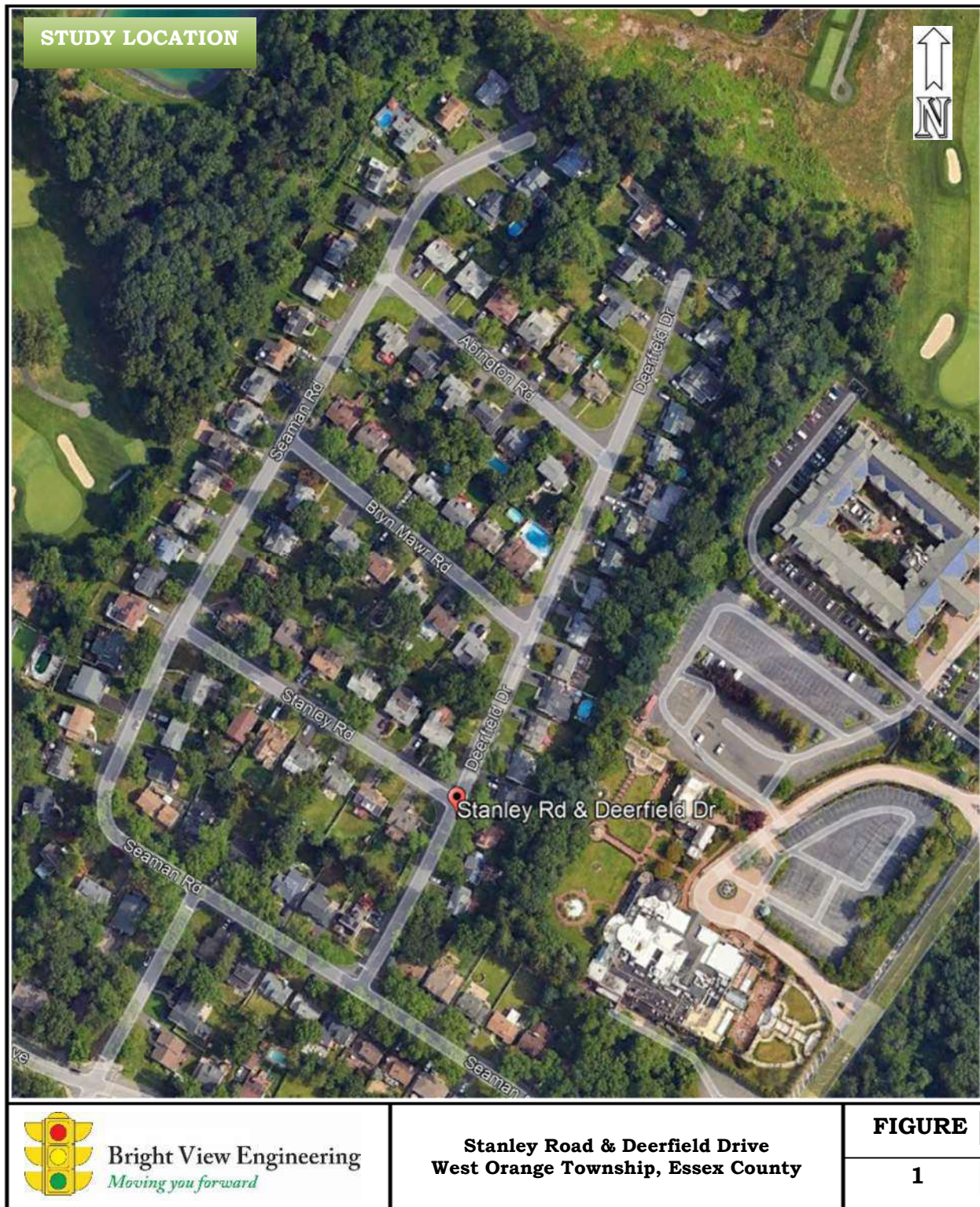
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Stanley Road is an east to west oriented roadway which spans approximately 475 ft between Deerfield Drive and Deerfield Drive. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Stanley Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Deerfield Drive. There are no sidewalks or crosswalks present along the roadway.

Deerfield Drive is a north to south oriented roadway which spans approximately 1,200 ft from Seaman Road to a dead end. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Deerfield Drive; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Stanley Road. There are no sidewalks or crosswalks present along the roadway.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. There were no crashes reported at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood.

We observed that a huge tree is obstructing the sight lines at the intersection of Stanley Road and Deerfield Drive; however, if vehicles pulled up closer to Deerfield Drive along the controlled approach, they would have improved visibility of traffic conditions at the intersection and would also be more visible themselves.

FIGURE 2 – Stanley Road & Deerfield Drive





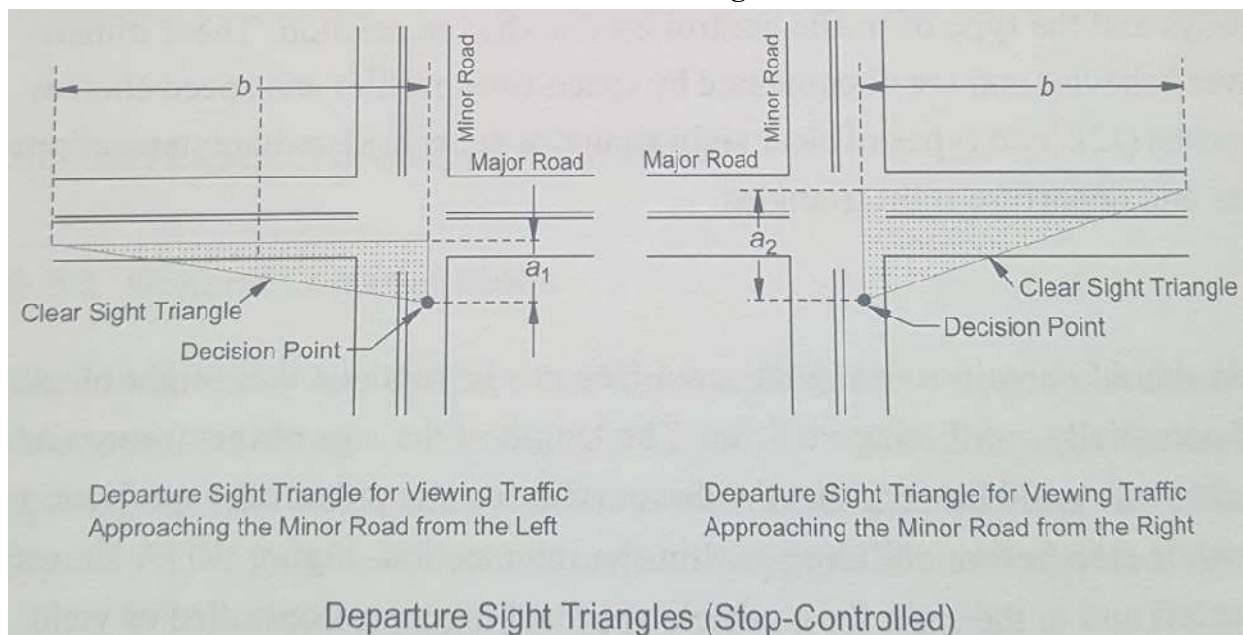
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on the Stanley Road approach at the study intersection. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Stanley Road & Deerfield Drive, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Deerfield Drive, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Deerfield Drive.

It is our opinion that if the tree and other foliage at the corners of the intersection are cleared, then the sight distance can be improved. We recommend that the Township cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Stanley Road at the study intersection. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/04-StanleyRd-DeerfieldDr.docxs>



Bright View Engineering
Moving you forward

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Stanley Road & Seaman Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Stanley Road & Seaman Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Stanley Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

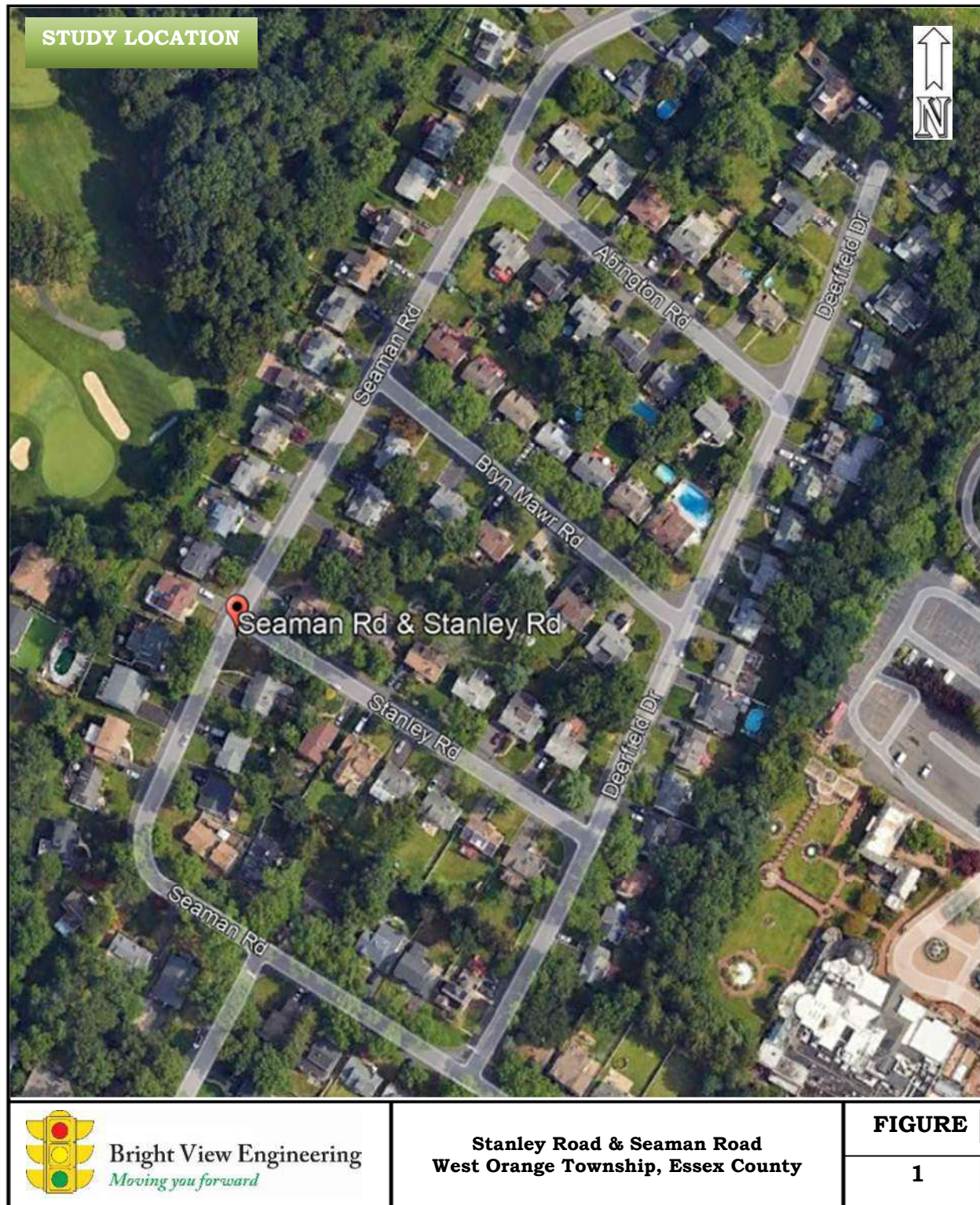
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Stanley Road is an east to west oriented roadway which spans approximately 475 ft between Seaman Road and Deerfield Drive. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Stanley Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Seaman Road. There are no sidewalks or crosswalks present along the roadway.

Seaman Road is a north to south oriented roadway which spans 2,270 ft from Woodland Avenue to a dead end. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Seaman Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Stanley Road. There are no sidewalks or crosswalks present along the roadway.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. There were no crashes reported at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood.

We observed that the sight lines at the intersection of Stanley Road and Seaman Road are clear of obstructions.

FIGURE 2 – Stanley Road & Seaman Road





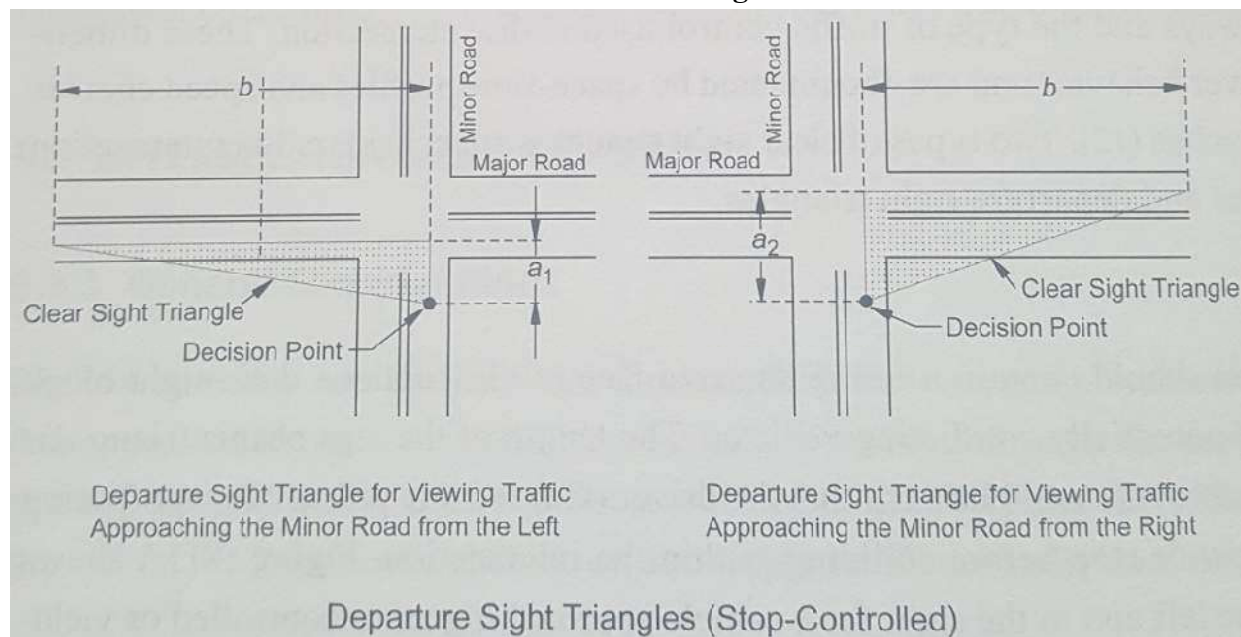
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on the Stanley Road approach at the study intersection. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Stanley Road & Seaman Road, the line of sight for approaching vehicles was found to be clear. We observed that stopped vehicles would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Seaman Road.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Stanley Road at the study intersection. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/03-StanleyRd-SeamanRd.docxs>



Bright View Engineering
Moving you forward

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Knollwood Drive/Ash Avenue & Hillcrest Avenue
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Knollwood Drive/Ash Avenue & Hillcrest Avenue. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Knollwood Drive and Ash Avenue.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Knollwood Drive is a north to south oriented roadway which spans approximately 1,380 ft between Walker Road and Hillcrest Avenue. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Knollwood Drive; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Hillcrest Avenue. There are sidewalks present on both sides of the roadway.

Ash Avenue is a north to south oriented roadway which spans approximately 400 ft from Hillcrest Avenue to a dead end. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Ash Avenue; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Hillcrest Avenue. There are sidewalks present along the northbound approach of Ash Avenue to Hillcrest Avenue.

Hillcrest Avenue is an east to west oriented roadway which spans approximately 1,700 ft from Oak Avenue to a dead end. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Hillcrest Avenue; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Knollwood Drive and Ash Avenue. There are sidewalks present on some sections of Hillcrest Avenue.

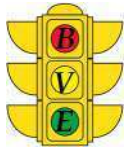
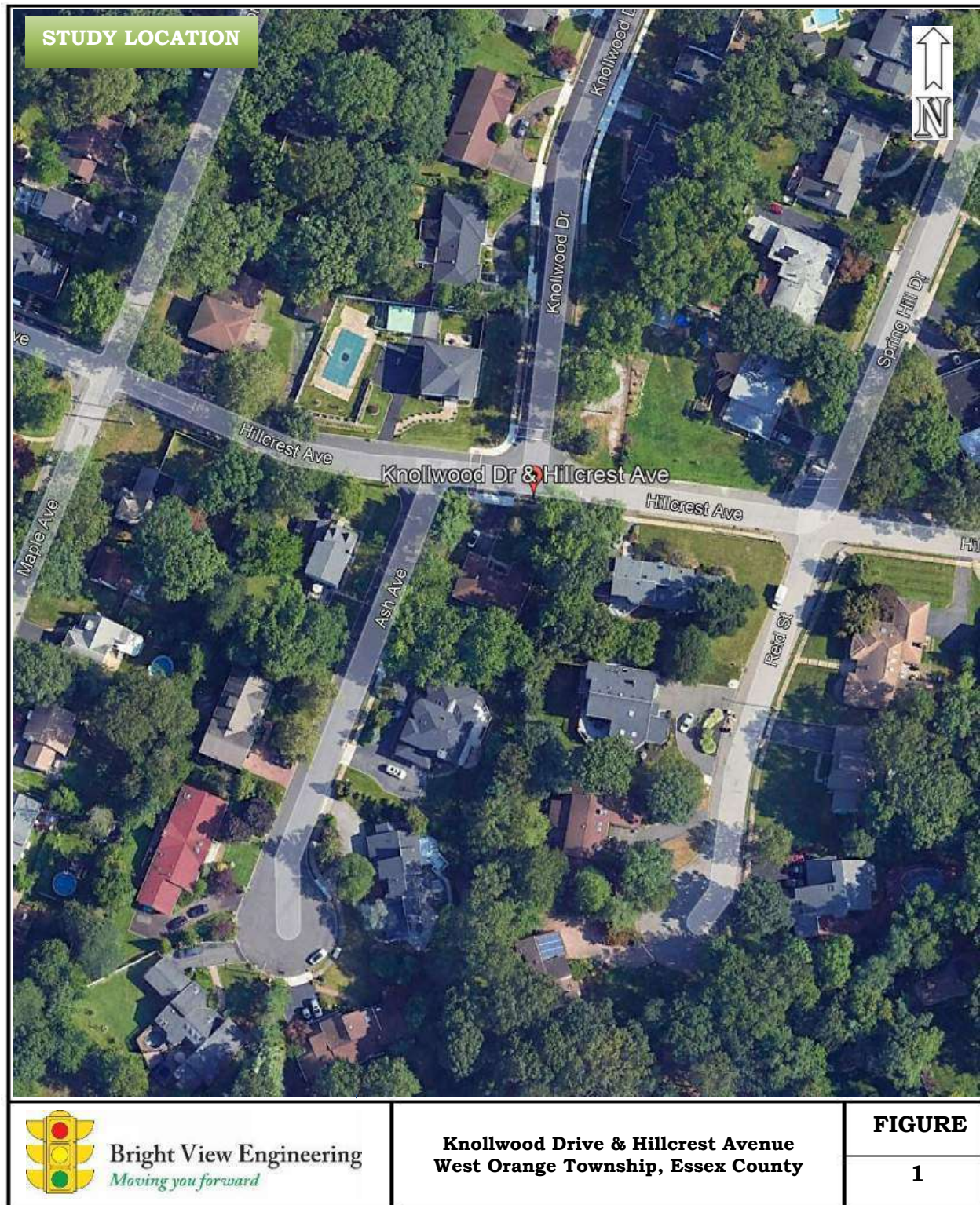
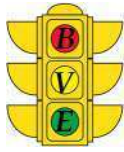


FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. The crashes are shown in Table 1 below:

Table 1 – Crash Data for Knollwood Drive & Hillcrest Avenue

DATE	STREET	CROSS STREET	TYPE	CIRCUMSTANCE
10/10/22	Knollwood Dr	Hillcrest Ave	Fixed Object	Driver Inattention

Based upon the provided crash data, we observe that one (1) incident was reported at the study intersection on 10/10/22. The crash report indicates no traffic control was present. The incident was not contributed to speeding but driver inattention and fixed objects at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. We note that the adjacent intersections on Hillcrest Avenue on Maple Avenue and Reid Street are STOP-controlled along the minor approaches. The study area is a residential neighborhood.

We observed that the sight lines at the intersection of Knollwood Drive & Hillcrest Avenue and Ash Avenue & Hillcrest Avenue are clear of obstructions.

FIGURE 2 – Knollwood Drive & Hillcrest Avenue





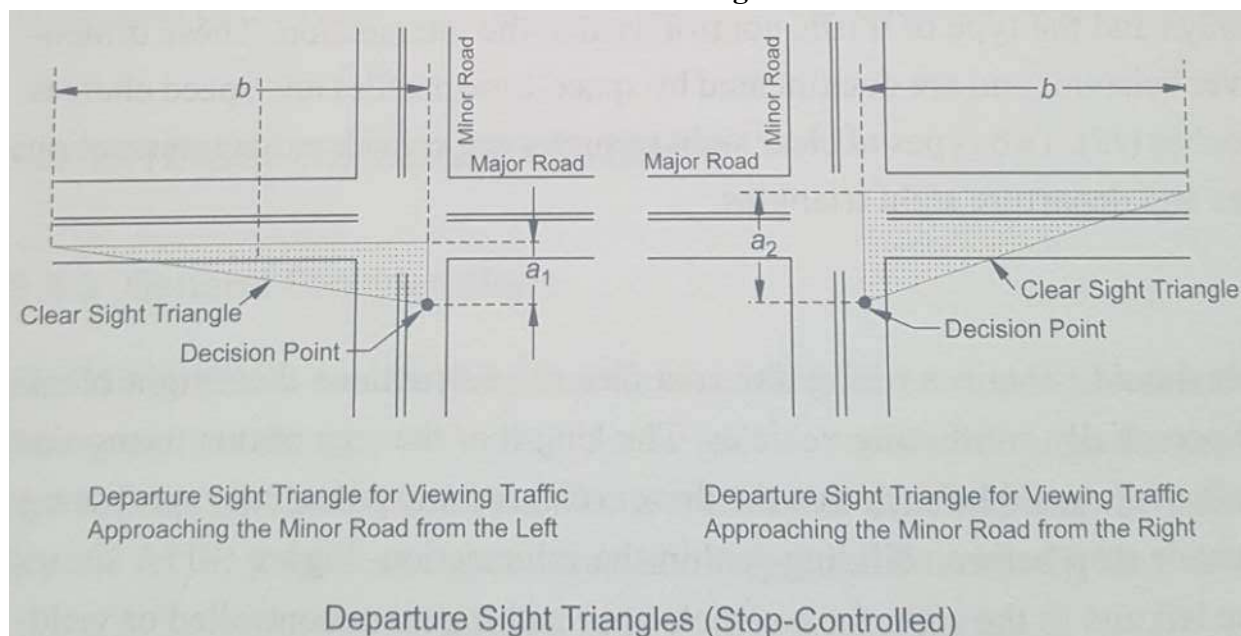
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on Knollwood Drive and on Ash Avenue. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersections of Knollwood Drive & Hillcrest Avenue and Ash Avenue & Hillcrest Avenue, the line of sight of approaching vehicles was found to be clear. We note that if stopped vehicles pulled up closer to the mainline on Hillcrest Avenue, they would have improved visibility of traffic conditions at the intersection and would also be more visible themselves. We observed that stopped vehicles would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Hillcrest Avenue.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Knollwood Drive and Ash Avenue at their intersection with Hillcrest Avenue. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4a – STOP Sign Installation at Knollwood Drive & Hillcrest Avenue





FIGURE 4b – STOP Sign Installation at Ash Avenue & Hillcrest Avenue



Striping and Signages – Given the roadway geometry and existing conditions at the intersections of Knollwood Drive & Hillcrest Avenue and Ash Avenue & Hillcrest Avenue, we recommend the implementation of additional striping to support the installation of the stop sign. We recommend that the Township provide a stop bar and double yellow line striping on the minor approaches to support the stop sign.

Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.

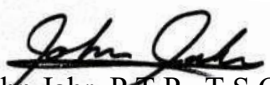


SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign and additional striping at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering



John Jahr, P.T.P., T.S.O.S.
Principal



Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/11-Knollwood-Hillcrest.docxs>



Bright View Engineering
Moving you forward

May 8, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Luddington Terrace & Lowell Place
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Luddington Terrace & Lowell Place. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Luddington Terrace.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

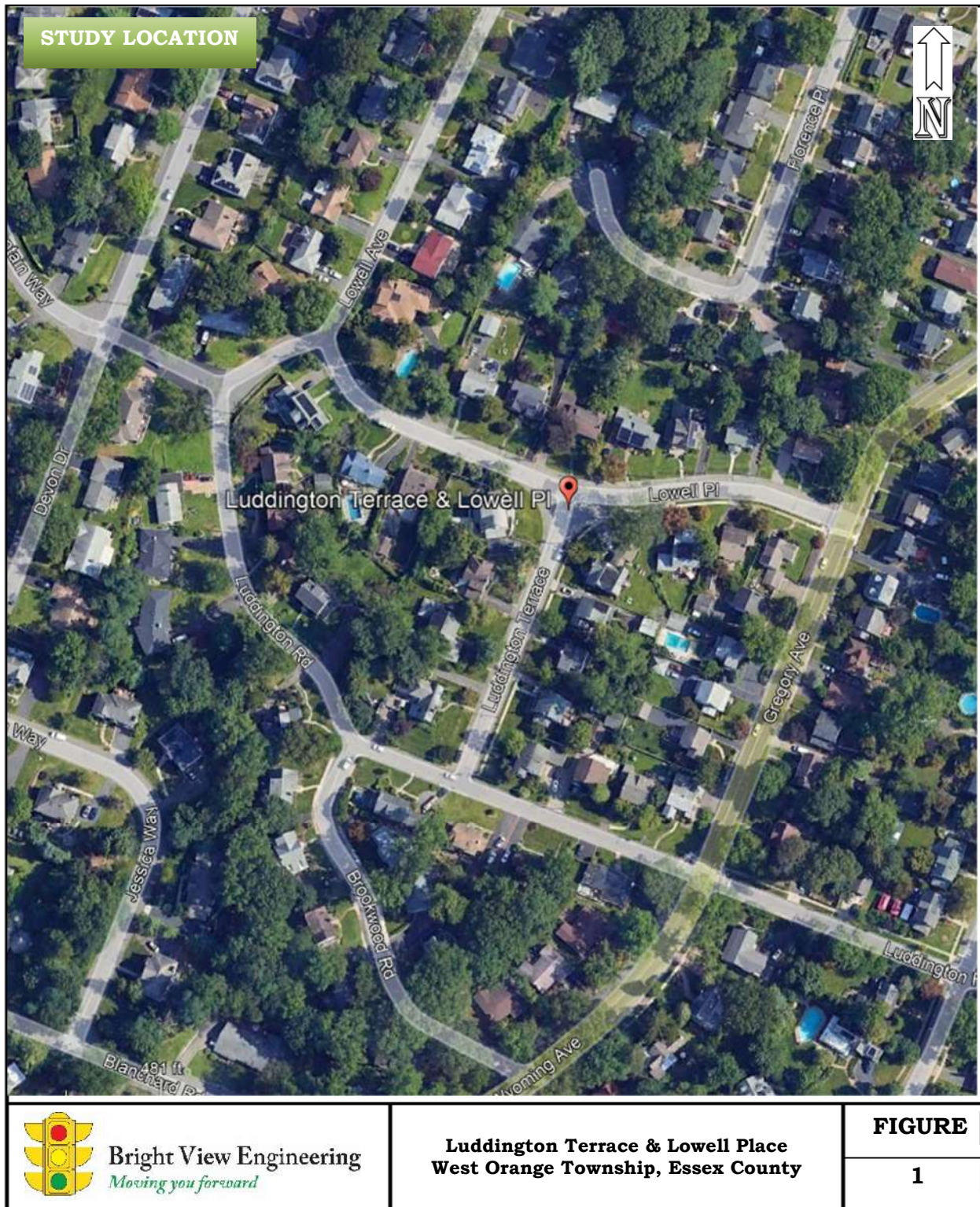
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Luddington Terrace is a north to south oriented roadway which spans approximately 380 ft between Luddington Road and Lowell Place. The roadway is a local roadway within the Township of West Orange. There are no speed limit signs posted on Luddington Terrace; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at the study intersection. There is a sidewalk present along the northbound travel lane of Luddington Terrace to Lowell Place.

Lowell Place is generally an east to west oriented roadway which spans approximately 700 ft between Lowell Avenue and Gregory Avenue. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Lowell Place; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft wide and allows for bi-directional travel from Gregory Avenue to Lowell Avenue. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Luddington Terrace. There is a sidewalk present along the eastbound approach of Lowell Place from Luddington Terrace to Gregory Avenue.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. There were no crashes reported at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood with primarily single-family housing.

We observed that the sight lines at the intersection of Luddington Terrace & Lowell Place are clear and free of obstructions.

FIGURE 2 – Luddington Terrace & Lowell Place





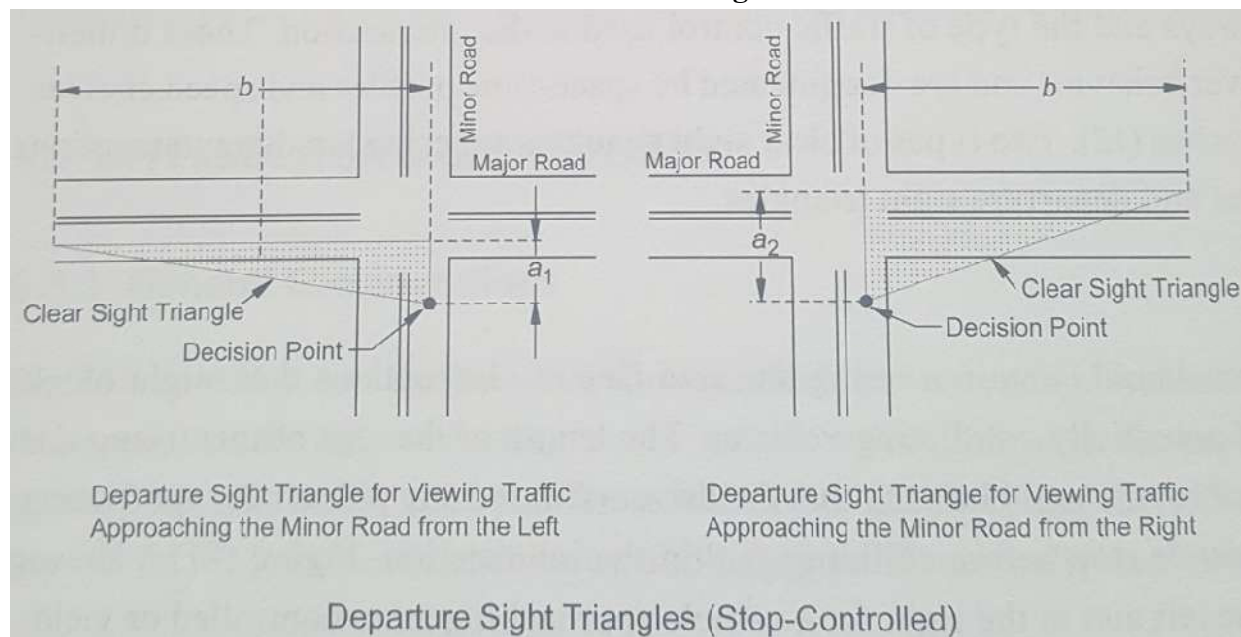
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on the Luddington Terrace approach at the study intersection. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Luddington Terrace & Lowell Place, the line of sight of approaching vehicles was found to be clear. We observed that stopped vehicles would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Lowell Place.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Luddington Terrace at the study intersection. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Striping and Signages – Given the wide curb radius at the study intersection, we recommend the implementation of additional striping to support the installation of the stop sign. We recommend that the Township provide a stop bar and double yellow line striping on Luddington Terrace to support the stop sign.

Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign and additional striping at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/09-LuddingtonTerr-LowellPl.docxs>



Bright View Engineering
Moving you forward

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Luddington Terrace & Luddington Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Luddington Terrace & Luddington Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Luddington Terrace.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

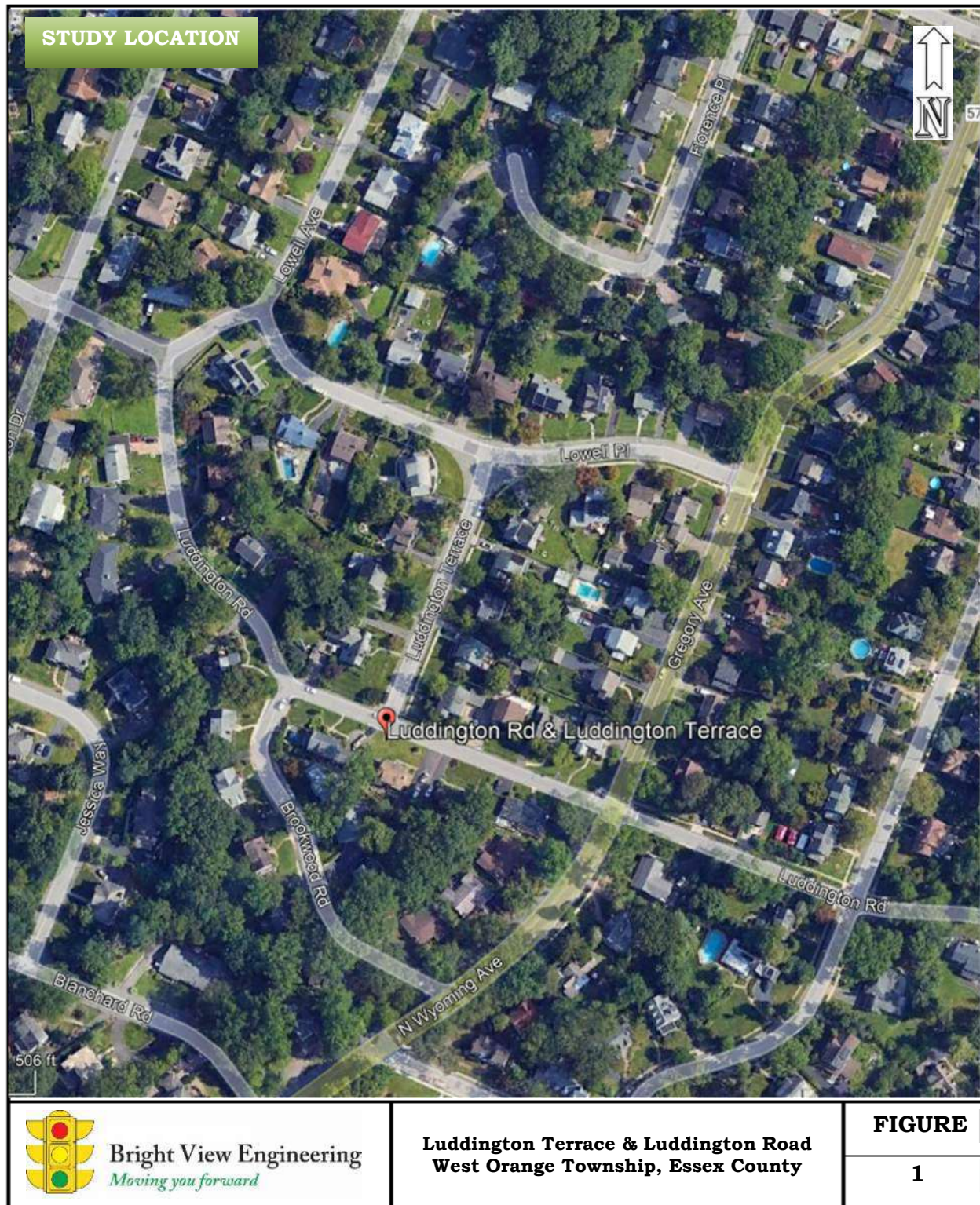
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Luddington Terrace is a north to south oriented roadway which spans approximately 380 ft between Luddington Road and Lowell Place. The roadway is a local roadway within the Township of West Orange. There are no speed limit signs posted on Luddington Terrace; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at the study intersection. There is a sidewalk present along the northbound approach of Luddington Terrace to Lowell Place.

Luddington Road is generally an east to west oriented roadway which spans approximately 2,400 ft between Lowell Avenue and South Valley Road. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Luddington Road; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 20 ft and allows for one-way travel westbound from South Valley Road to Lowell Avenue. On-street parking is not permitted along both sides of the roadway. There are no traffic controls at its intersection with Luddington Terrace. There are no sidewalks or crosswalks at its intersection with Luddington Terrace.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. There were no crashes reported at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood with primarily single-family housing.

We observed that the sight lines at the intersection of Luddington Terrace & Luddington Road are clear and free of obstructions.

FIGURE 2 – Luddington Terrace & Luddington Road





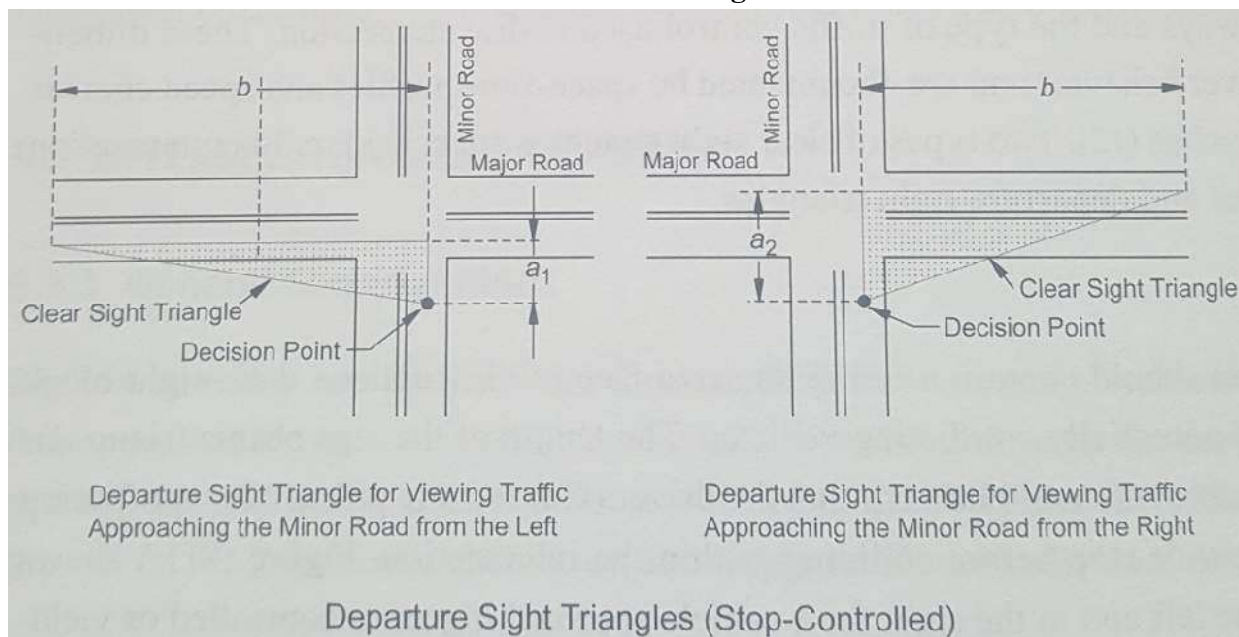
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on the Luddington Terrace approach at the study intersection. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Luddington Terrace & Luddington road, the line of sight of approaching vehicles was found to be clear. We observed that stopped vehicles would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Luddington Road.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign on Luddington Terrace at the study intersection. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Striping and Signages – We recommend that the Township provide a stop bar and double yellow line striping on Luddington Terrace to support the stop sign. We also recommend updating the “One-Way” and “No Left-Turn” signs for Luddington Road as per Section 2B.26-Movement Prohibition Signs of the MUTCD (11th Edition).

Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign and additional signages and striping, as necessary.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/10-LuddingtonTerr-LuddingtonRd.docxs>



Bright View Engineering
Moving you forward

May 1, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Bellevue Terrace & Nutwold Avenue
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Bellevue Terrace & Nutwold Avenue. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Bellevue Terrace.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

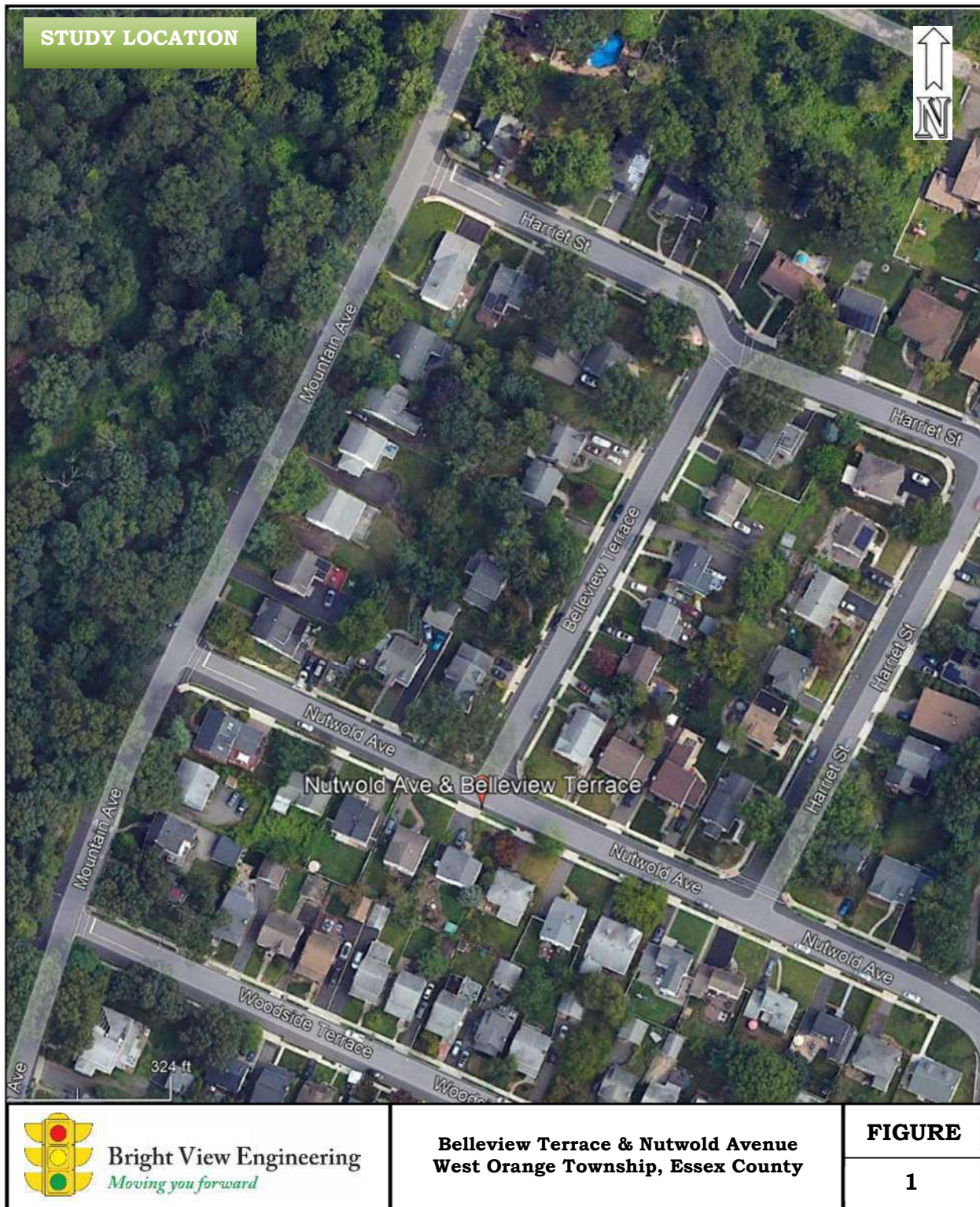
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Bellevue Terrace is a north to south oriented roadway which spans approximately 400 ft between Harriet Street and Nutwold Avenue. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Bellevue Terrace; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Nutwold Avenue. There are sidewalks present on both sides of the roadway.

Nutwold Avenue is generally an east to west oriented roadway which spans approximately 1,250 ft from Mountain Avenue to Moore Terrace. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Nutwold Avenue; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Bellevue Terrace. There are sidewalks present on both sides of the roadway within the vicinity of the study intersection.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. There were no crashes reported at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood.

We observed that the foliage at the corners of the study intersection is obstructing the sight lines for approaching vehicles; however, if vehicles pulled up closer to Nutwold Avenue along the controlled approach, they would have improved visibility of traffic conditions at the intersection and would also be more visible.

FIGURE 2 – Bellevue Terrace & Nutwold Avenue





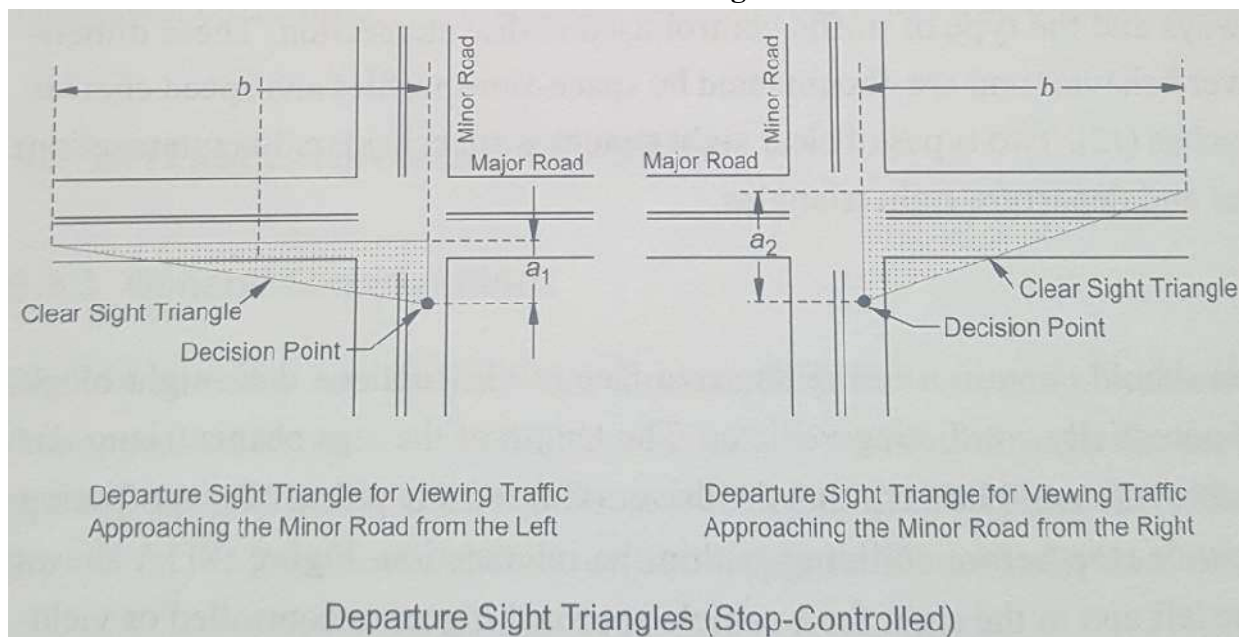
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on Bellevue Terrace. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Bellevue Terrace and Nutwold Avenue, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Nutwold Avenue, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Nutwold Avenue.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign Bellevue Terrace. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Striping and Signages – Given the roadway geometry and existing conditions at the intersections of Bellevue Terrace & Nutwold Avenue, we recommend the implementation of additional striping to support the installation of the stop sign. We recommend that the Township provide a stop bar and double yellow line striping on the minor approaches to support the stop sign.

Sidewalk and Crosswalk Markings – We recommend that the Township maintain their sidewalks and update their marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign and additional striping at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/01-Bellevue-Terrace-Nutwold.docxs>



Bright View Engineering
Moving you forward

May 8, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Safety Study
Bellevue Terrace & Harriet Street
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an evaluation of the existing traffic controls at the intersection of Bellevue Terrace & Nutwood Avenue. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Bellevue Terrace.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash data along roadway segments interconnecting the study intersections;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

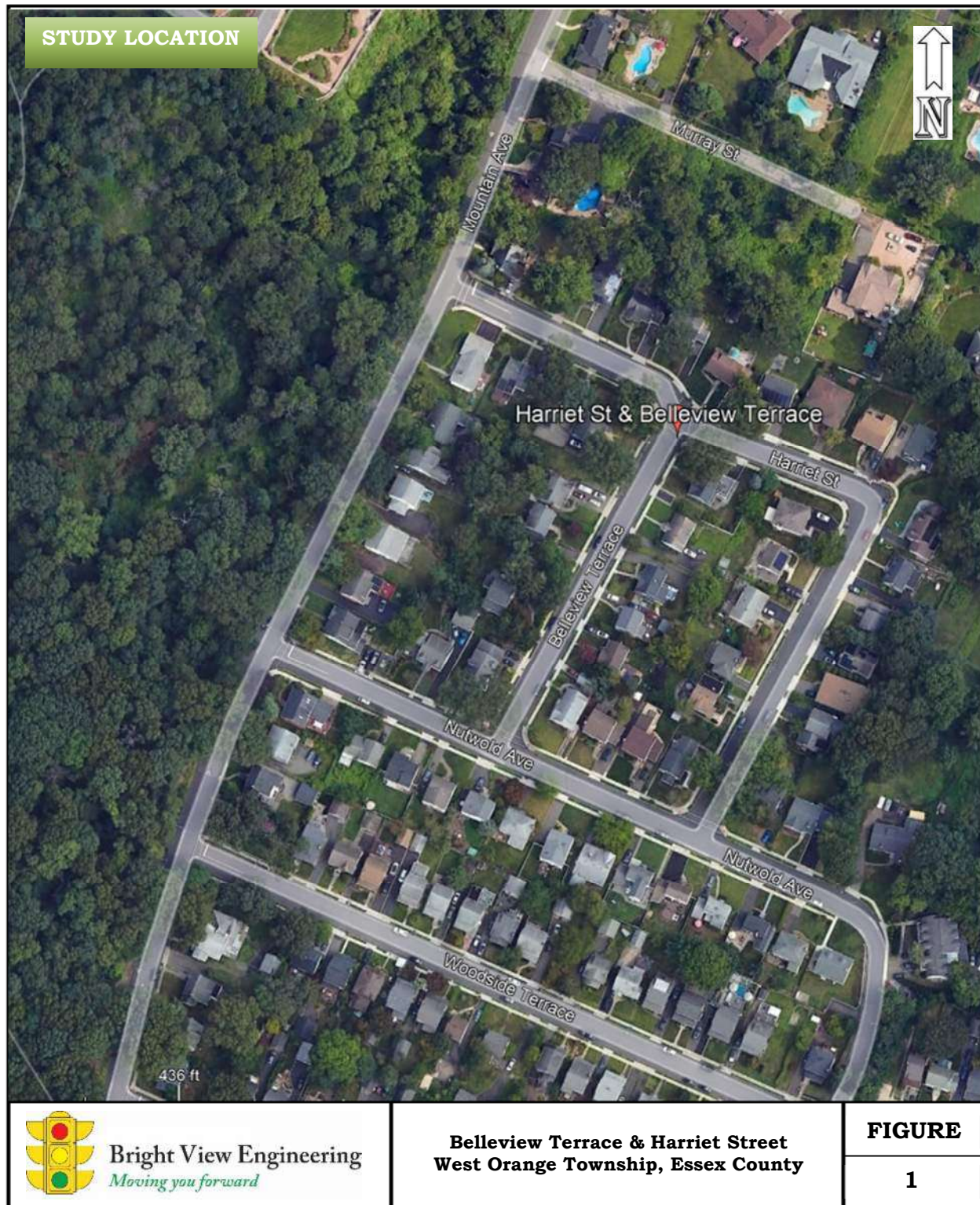
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Bellevue Terrace is a north to south oriented roadway which spans approximately 400 ft between Harriet Street and Nutwold Avenue. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Bellevue Terrace; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Nutwold Avenue. There are sidewalks present on both sides of the roadway.

Harriet Street is generally an east to west oriented roadway which spans approximately 950 ft from Mountain Avenue to Nutwold Avenue. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Harriet Street; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls at its intersection with Bellevue Terrace. There are sidewalks present on both sides of the roadway.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. The crashes are shown in Table 1 below:

Table 1 – Crash Data for Knollwood Drive & Hillcrest Avenue

DATE	STREET	CROSS STREET	TYPE	CIRCUMSTANCE
7/12/21	Bellevue Terrace	Harriet Street	Fixed Object	Driver Inattention

Based upon the provided crash data, we observe that one (1) incident was reported at the study intersection on 7/12/21. The crash report indicates no traffic control was present. The incident was not contributed to speeding but driver inattention and fixed objects at the study intersection.

FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood.

We observed that the foliage at the corners of the study intersection is obstructing the sight lines for approaching vehicles; however, if vehicles pulled up closer to Harriet Street along the controlled approach, they would have improved visibility of traffic conditions at the intersection and would also be more visible.

FIGURE 2 – Bellevue Terrace & Harriet Street





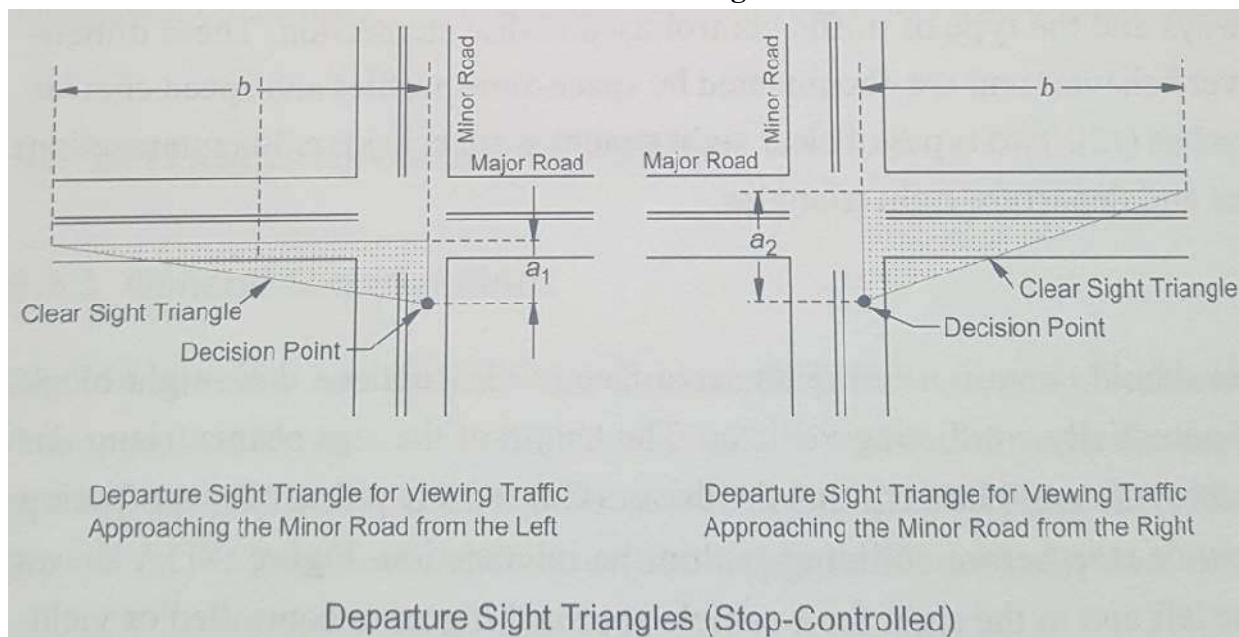
RECOMMENDATIONS

It is our recommendation that a STOP sign be installed on Bellevue Terrace. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Bellevue Terrace and Harriet Street, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Bellevue Terrace, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Harriet Street.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

FIGURE 3 – Intersection Sight Distance





STOP Sign Installation – A STOP control on the minor-road approach should be considered as per Section 2B.11-Minor Road Stop Control of the MUTCD (11th Edition). The STOP sign would provide the appropriate traffic control at the study intersection to improve safety and circulation of traffic. We recommend that the Township install a STOP sign Bellevue Terrace. The installation of the STOP sign should be implemented per the guidance presented within Chapter 2B-Regulatory Signs, Barricades, and Gates of the MUTCD (11th Edition).

FIGURE 4 – STOP Sign Installation



Striping and Signages – Given the roadway geometry and existing conditions at the intersections of Bellevue Terrace & Harriet Street, we recommend the implementation of additional striping to support the installation of the stop sign. We recommend that the Township provide a stop bar and double yellow line striping on the minor approaches to support the stop sign.

Sidewalk and Crosswalk Markings – We recommend that the Township maintain their sidewalks and update their marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



SUMMARY & CONCLUSIONS

It is our recommendation, based upon our field observations, the guidance from MUTCD and Title 39, and the existing conditions, that the Township of West Orange should consider the installation of a STOP sign and additional striping at the study intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/02-Bellevue-Terrace-Harriet.docxs>



Bright View Engineering
Moving you forward

May 8, 2024

VIA EMAIL

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Re: Stop Evaluation
Stanford Avenue & Crestwood Drive
West Orange Township, Essex County, New Jersey
BVE Project No.: 241079

Dear Ms. Carballo:

Bright View Engineering was tasked by the Township of West Orange (*the Township here-in*) with performing an all way stop analysis at the intersection of Stanford Avenue & Crestwood Drive. This analysis was performed to assess the safety conditions and determine the appropriate traffic control measures for the study intersection.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits to assess the existing conditions at the study location. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. Our methodology conforms with the provisions set forth in NJSA *Title 39:4-8*, Institute of Transportation Engineers (*ITE*) literature, and the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Crash and Volume Data;
- All-Way Stop Analysis;
- Peak Hour Level of Service Analysis;
- Recommendations;
- Summary and Conclusions.

70 South Orange Avenue, Suite 109
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904
BrightViewEngineering.com

P.O. Box 99
Roseland, NJ 07068



EXISTING CONDITIONS

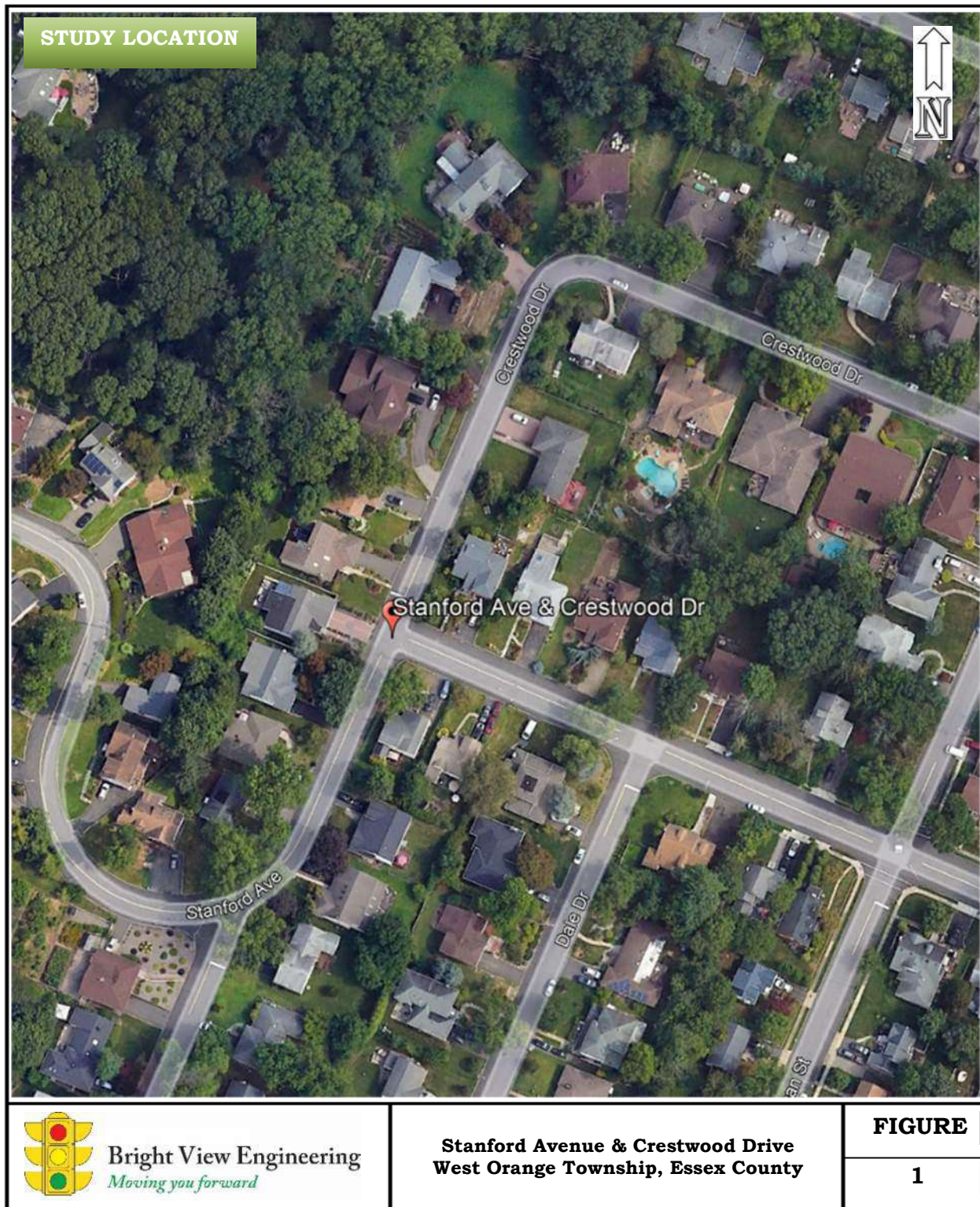
Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

Stanford Avenue is generally an east to west oriented roadway between Ferris Drive and Pleasant Valley Way (CR 636). The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Stanford Avenue; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway is approximately 35 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. There are no traffic controls for this roadway at its intersection with Crestwood Drive. There are no sidewalks present within the vicinity of the study intersection.

Crestwood Drive is the southbound approach at its intersection with Stanford Avenue. The roadway spans approximately 1,170 ft. The roadway is a local road within the Township of West Orange. There are no speed limit signs posted on Crestwood Drive; however, it is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. The roadway width is approximately 30 ft and allows for bi-directional travel. On-street parking is permitted along both sides of the roadway. Crestwood Drive is a horseshoe shaped street that intersects Stanford Avenue twice. There is currently a stop control on Crestwood Drive at both intersections with Stanford Avenue. This study is concerned with moving the stop control from Crestwood Drive to Stanford Avenue at the westerly 'T-intersection' of Stanford Avenue and Crestwood Drive.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data through the Crash Database from Safety Voyager. The crashes are shown in Table 1 below:

Table 1 – Crash Data for Knollwood Drive & Hillcrest Avenue

DATE	STREET	CROSS STREET	TYPE	CIRCUMSTANCE
2/21/19	Stanford Ave	Stanford Ave	Fixed Object	Brakes

Based upon the provided crash data, we observe that one (1) incident was reported at the study intersection on 2/21/19. The crash report indicates no traffic control was present. The incident was not contributed to speeding but driver inattention and fixed objects at the study intersection.

TRAFFIC VOLUME DATA

Manual Turning Movement Counts (MTMC) at the intersection of Stanford Avenue & Crestwood Drive were conducted on Thursday, April 25, 2024, between the hours of 6:00AM and 7:00PM. Table 2 details the peak hour traffic volumes.

Table 2 – 2024 Peak Hour Traffic Volumes

TIME	Crestwood Drive SB		Stanford Ave NB		Stanford Ave WB		Total
	L	T	T	R	L	R	
8:00 AM – 9:00 AM	2	3	2	12	34	0	53
3:00 PM – 4:00 PM	2	3	3	16	26	0	51
5:00 PM – 6:00 PM	5	2	2	14	12	2	37



FIELD OBSERVATIONS

BVE conducted field data collection and performed vehicle runs along the study area. We observed that presently, there are no traffic controls at the study intersection. The study area is a residential neighborhood.

We observed that the horizontal sight lines at the intersection of Stanford Avenue & Crestwood Drive are clear of major obstructions. We observed that the vertical sight lines from Crestwood Drive (southbound approach) to the study intersection is clear.

FIGURE 2a – Stanford Avenue & Crestwood Drive (Stanford Avenue WB Approach)



FIGURE 2b – Stanford Avenue & Crestwood Drive (Crestwood Drive SB Approach)





ALL-WAY STOP ANALYSIS

We conducted an All-Way Stop warrant analysis in accordance with Section 2B.12 of the MUTCD (11th Edition). The warrants are not a substitute for engineering judgement. It is the engineering study and evaluation of the operational performance or safety of an intersection that will ultimately be the basis for the application of an all-way stop control.

MUTCD Section 2B.13 – Warrant A: Crash Experience

The study intersection is a three-leg intersection with only one (1) reported crash since 2019. The guidelines require four (4) or more reported crashes in a 12-month period or five (5) or more reported crashes in a 36-month period that were susceptible to correction by the installation of an all-way stop. This warrant was not satisfied.

MUTCD Section 2B.14 – Warrant B: Sight Distance

The sight distances at the study intersection are clear and unobstructed. This warrant was not satisfied.

MUTCD Section 2B.15 – Warrant C: Transition to Signal Control or Yield Control at a Circular Intersection

The study intersection is not a circular intersection. This warrant was not satisfied.

MUTCD Section 2B.15 – Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles)

Stanford Avenue and Crestwood Drive are local roads with similar functions within the study area. We labeled the northbound and southbound approaches at the study intersection as the Major Street, while the westbound approach from Stanford Avenue is identified as the Minor Street. The approach speed for both roadways is 25 MPH which is less than the 40 MPH MUTCD guideline, thus the minimum vehicular warrants at least 300 vehicles per hour for an average day from the major street approach (*total of both approaches*) and at least 200 combined vehicles and pedestrian volume per hour for the same 8 hours from the minor street approach.

Table 3 – Traffic Volume Analysis for Stanford Avenue & Crestwood Drive

Approach		Major	Minor	Major	Minor
Time		NB/SB	WB	>300 MUTCD	>200 MUTCD
1	3:00PM-4:00PM	24	31	NO	NO
2	5:00PM-6:00PM	23	15	NO	NO
3	7:45AM-8:45AM	19	26	NO	NO
4	1:15PM-2:15PM	17	7	NO	NO
5	4:00PM-5:00PM	15	14	NO	NO
6	10:30AM-11:30AM	12	12	NO	NO
7	6:45AM-7:45AM	11	12	NO	NO
8	6:00PM-7:00PM	11	12	NO	NO



From the data detailed in Table 3, we observe that the study intersection does not meet the volume requirements for the application of an all-way stop control. This warrant was not satisfied.

The results of our analysis indicate that changing the existing traffic pattern to an all-way stop control at the intersection of Stanford Avenue & Crestwood Drive is not warranted at this time.

Based Section 2B.11-Minor Road Stop Control of the MUTCD, it is our opinion that the stop sign should be moved from Crestwood Drive and installed on Stanford Avenue. The westbound approach from Stanford Avenue naturally comes to a stop at the 'T' intersection. We believe that adding a stop sign for the westbound approach will formalize the natural stop for vehicles and provide safer turning movements at the intersection.

LEVEL OF SERVICE ANALYSIS

The existing traffic operation was evaluated at the intersection for the morning, midday, and evening peak hours. The results of the capacity analysis provide the Level of Service and average seconds of delay for the intersection movements. Table 4 below details the Level of Service and Delay at the study intersection with the existing traffic control and with the proposed all-way stop control.

Table 7 – Level of Service/Delay

Roadway	Approach	Existing			Proposed (<i>STOP on WB Stanford</i>)		
		AM	MIDDAY	PM	AM	MIDDAY	PM
Stanford Avenue	WB	-	-	-	A/8.7	A/8.7	A/8.7
	NB	-	-	-	A/0.0	A/0.0	A/0.0
Crestwood Drive	SB	A/8.5	A/8.6	A/8.6	A/7.2	A/7.3	A/7.3
<i>Intersection</i>	<i>Overall</i>	<i>A/2.2</i>	<i>A/1.8</i>	<i>A/2.6</i>	<i>A/5.9</i>	<i>A/4.8</i>	<i>A/3.4</i>

Based on our analysis, the study intersection operates at an overall Level of Service 'A' in the existing conditions for all peak hours. We observe that the study intersection will continue to operate at an overall Level of Service 'A' with the proposed stop control on the westbound approach of Stanford Avenue for all peak hours.



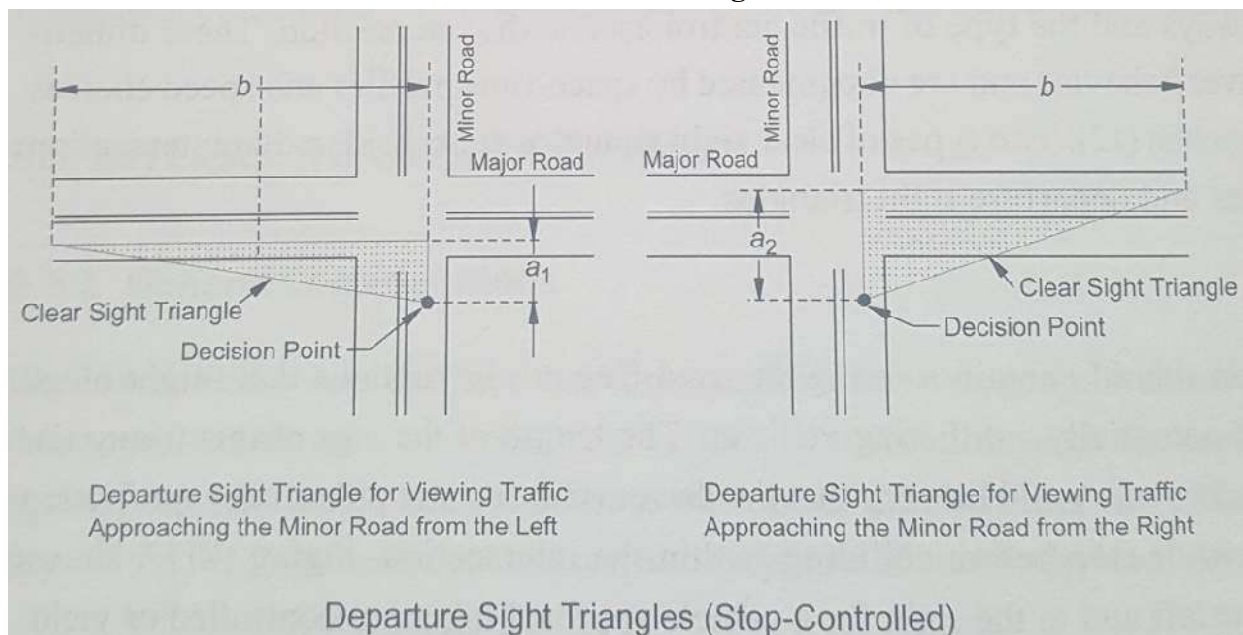
RECOMMENDATIONS

Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection of Stanford Avenue & Crestwood Drive, the line of sight for approaching vehicles was found to be clear. We observed that stopped vehicles would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners of the study intersection. We recommend that the Township continue to cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable.

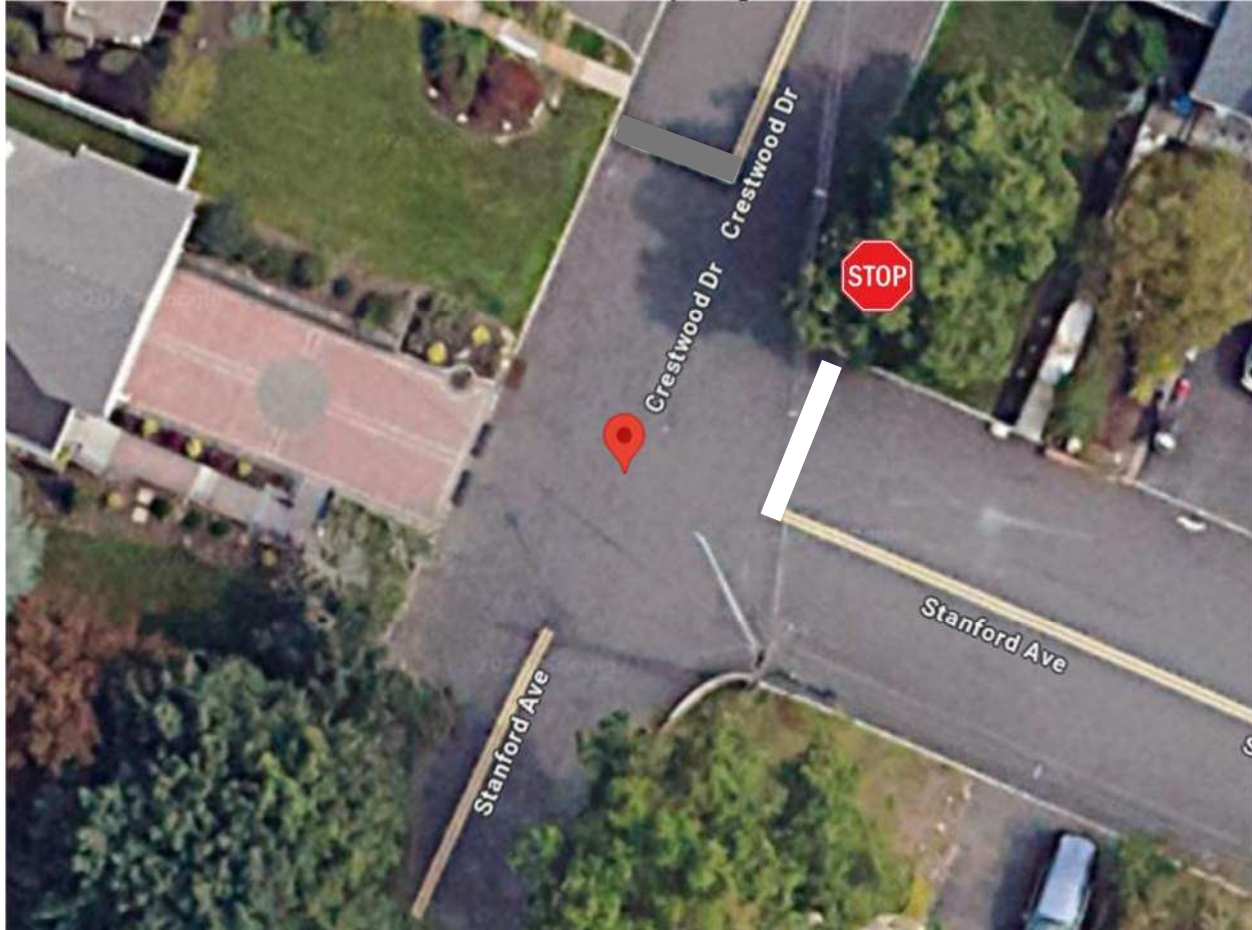
FIGURE 3 – Intersection Sight Distance





Minor Road Stop Control – Based on our all-way stop analysis detailed in this report, we believe an all-way stop control is not warranted at the study intersection. However, we recommend the installation of a stop control on the westbound approach of Stanford Avenue. The placement of the STOP sign should follow the standards and guidance indicated within Section 2B.18-STOP sign or YIELD Placement of the MUTCD (11th Edition).

FIGURE 4 – All-Way Stop Control



Striping and Signages – Given the roadway geometry and existing conditions at the intersection of Stanford Avenue & Crestwood Drive, we recommend the implementation of additional striping to support the installation of the stop sign. We recommend that the Township provide a stop bar and double yellow line striping on the westbound approach to support the stop sign.

Sidewalk and Crosswalk Markings – We recommend that the Township consider installing sidewalks and marked crosswalks within the study area to improve pedestrian safety and circulation. The implementation of the roadway striping, and signs should follow the guidance presented within the latest edition of the MUTCD.



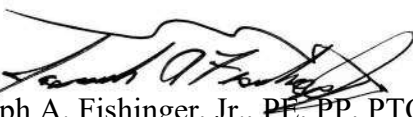
SUMMARY & CONCLUSIONS

It is our recommendation, based on Section 2B.11-Minor Road Stop Control of the MUTCD, that the stop sign should be moved from Crestwood Drive and installed on Stanford Avenue. The westbound approach from Stanford Avenue naturally comes to a stop at the 'T' intersection. We believe that adding a stop sign for the westbound approach will formalize the natural stop for vehicles and provide safer turning movements at the intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John Jahr, P.T.P., T.S.O.S.
Principal


Joseph A. Fishinger, Jr., PE, PP, PTOE
Director of Traffic Engineering

JJJ/as

<https://bvengr.sharepoint.com/sites/bvengr/proj/241079-WOT-StopEval/7-Reports-Analysis/12-Stanford-Crestwood.docxs>

2854-24

Deleted: ____-24

**AN ORDINANCE AMENDING CHAPTER 18, SECTION 1.9 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(LOCAL ENFORCEMENT OF THE UNIFORM FIRE CODE--PERMIT FEES)**

Formatted: Centered

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 18, Section 1.9 of the Revised General
Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fees set forth in Chapter 18, Section 1.9 of
the Revised General Ordinances of the Township of West Orange (the “Township Code”) such
that the permit fees under Chapter 18, Section 1.9 shall be amendable by Resolution in the future
by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

**II. CHAPTER 18, SECTION 1.9 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

§18-1.9 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “Permits” which specifies the fee for a permit under Chapter 18,
Section 1.9 of the Revised General Ordinances of the Township of West Orange
regarding fire prevention and safety shall be repealed and replaced by the following
language:

The permit fees established by the Uniform Fire Code shall set forth by
Resolution at the approval of the Township Council.

Deleted: be amended

Deleted: to be as follows

Deleted: Type 1 \$54 (To also include the use of
cooking equipment in a commercial establishment of less
than 50 people)¶

¶ Type 2 \$214¶

¶ Type 3 \$427¶

¶ Type 4 \$641¶

Deleted: ¶

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby
repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the
invalidity thereof shall not affect the remaining parts of this Ordinance.

Deleted: ¶

¶

¶

¶

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

**KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK**

INTRODUCED: [May 21, 2024](#)

ADOPTED: [June 10, 2024](#)

Deleted: ,

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 18 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 18, SECTION 2.1 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(ESTABLISHING A FIRE LANE AT BERNARD M. DEGNAN PARK--PENALTY)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 18, Section 2.1 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the set forth in Chapter 18, Section 2.1 of the Revised General Ordinances of the Township of West Orange (the "Township Code") such that the penalties for parking fees in the fire lane set forth in Chapter 18, Section 2.1 shall be amendable by Resolution in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 18, SECTION 2.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§18-2.1 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Penalty" which specifies the fee for penalties for parking in fire lanes under Chapter 18, Section 2.1 of the Revised General Ordinances of the Township of West Orange regarding fire prevention and safety shall be repealed and replaced by the following language:
 - a. Establishment of Fire Lane. There is hereby established a fire lane at Bernard M. Degnan Park the boundaries of which are described in Schedule "A" included as an attachment to this chapter.
 - b. Notice to Public. The Township Engineer and/or Police and Fire Departments shall cause to be posted appropriate notice to the public of the boundaries of the fire lane and the penalties for parking a motor vehicle therein.
 - c. Removing and Impounding of Motor Vehicles. Parking of a motor vehicle within the fire lane is expressly prohibited at any time. Any motor vehicle parked therein may be taken into possession by the Police Department and towed to some proper storage place and there held until all penalties are paid and until all towage and storage charges are paid by the owner of the motor vehicle.
 - d. Penalty. Unless another penalty is expressly provided by New Jersey Statute any person convicted of a violation of this section shall be subject to a fine in an

Deleted: of \$75

amount to be prescribed by Resolution in addition to any towage and storage charges. Multiple violations will result in increased fines which are established and prescribed by Resolution. These penalty provisions shall apply to the illegal parking in any designated fire lane in the Township.

e. Exceptions. The provisions of this subsection shall not apply to the following:

1. Township Police and Fire motor vehicles.
2. All other Township-owned motor vehicles parked while Township employees are in the course of their employment.
3. Motor vehicles belonging to public utilities which are parked in furtherance of the normal activities of the utility.

f. Enforcement. Enforcement of this section shall be the responsibility of the Police and Fire Departments.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

**KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK**

INTRODUCED: May 21, 2024

ADOPTED: June 10, 2024

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 18 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY
ORDINANCE NUMBER 2856-24**

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION
OF REFUSE CARTS, BY AND IN THE TOWNSHIP OF
WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF
NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR
AND AUTHORIZING THE ISSUANCE OF \$1,904,000
BONDS OR NOTES OF THE TOWNSHIP TO FINANCE
PART OF THE COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of \$2,000,000, said amount being inclusive of \$96,000 as the amount of down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. §40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$2,000,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount not exceeding \$1,904,000 pursuant

to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in the principal amount not exceeding \$1,904,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are for the acquisition of refuse carts for the Township. The improvements shall also include, as applicable, all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,904,000.

(c) The estimated cost of said improvements or purposes is \$2,000,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the amount of \$96,000 appropriated for the down payment for said improvements or purposes.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United

States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or temporary capital budget, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is ten (10) years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Township, as defined in the Local Bond Law, is increased by the authorization of the bonds or notes provided for in this bond

ordinance by \$1,904,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements herein before described.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds and notes authorized in this bond ordinance shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all tax-exempt bonds and notes issued under this bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of bonds or notes of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: May 21, 2024

KAREN J. CARNEVALE, Clerk
Township of West Orange

BILL RUTHERFORD,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: June 10, 2024

KAREN J. CARNEVALE, Clerk
Township of West Orange

BILL RUTHERFORD,
Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

SUSAN MCCARTNEY, Mayor
Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

BOND ORD. 2856-24

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on May 21, 2024. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on **June 10, 2024** at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REFUSE CARTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,904,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
Purpose(s):	The bond ordinance provides for the acquisition of refuse carts for the Township. Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$2,000,000
Bonds/Notes Authorized:	\$1,904,000
Down Payment:	\$96,000
Section 20 Costs:	\$50,000
Useful Life:	10 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

BOND ORD. 2856-24

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on **June 10, 2024** and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REFUSE CARTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,904,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
Purpose(s):	The bond ordinance provides for the acquisition of refuse carts for the Township. Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$2,000,000
Bonds/Notes Authorized:	\$1,904,000
Down Payment:	\$96,000
Section 20 Costs:	\$50,000
Useful Life:	10 years

**KAREN J. CARNEVALE, R.M.C.
Township Clerk**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on May 21, 2024 at 6:30 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2024.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on _____, 2024 at 6:30 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2024.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK’S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the “Township”), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on May 21, 2024 and finally adopted on _____, 2024 by the Township Council of the Township and approved by the Mayor on _____, 2024.

(2) After introduction, the bond ordinance was published as required by law on _____, 2024 in _____ (insert name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2024 and was duly published as required by law on _____, 2024 in _____(insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) An impression of the official seal of the Township is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2024.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of May 21, 2024, that such Supplemental Debt Statement was filed in my office on or prior to May 21, 2024 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2024.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

"BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REFUSE CARTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,904.000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of \$96,000, which amount was made available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2024.

JOHN GROSS,
Chief Financial Officer