

1. Conference Meeting Agenda

Documents:

[CA 3.11.25.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 3.11.25.PDF](#)

3. Resolution(S)

3.I. 87-25

Documents:

[87-25 EMS FIRE APPARATUS MAINT AND REPAIR RESOLUTION
EXTENTION 2025.PDF](#)
[87-25 EXHIBIT A.PDF](#)

3.II. 88-25

Documents:

[88-25 RESOLUTION FOR ABANDONED CAR AUCTION 3.11.25.PDF](#)

3.III. 89-25

Documents:

[89-25 RESOLUTION TO SUPPORT PUBLISHING LEGAL NOTICES ON
OFFICIAL GOVERNMENT WEBSITE.PDF](#)

3.IV. 90-25

Documents:

[90-25 RESOLUTION AUTH. UPGRADE - IT INFRASTRUCTURE POLICE.PDF](#)
[90-25 QUOTE.PDF](#)

3.V. 91-25

Documents:

[91-25 RESOLUTION APPROVING CONTRACT WITH MATRIX NEW WORLD
FOR ENV. SVCS. 55 LAKESIDE AVENUE.PDF](#)
[91-25 EXHIBIT A - SOIL PILE PROPOSAL-LITIGATION.PDF](#)
[91-25 EXHIBIT B-L - WEST ORANGE BDA ACCEPTANCE.PDF](#)

3.VI. 92-25

Documents:

[92-25 RESOLUTION APPROVING CONTRACT WITH MATRIX NEW WORLD
FOR ENV. SVCS. CENTRAL AVENUE.PDF](#)
[92-25 EXHIBIT A.PDF](#)
[92-25 EXHIBIT B.PDF](#)

3.VII. 93-25 REMOVED

3.VIII. 94-25

Documents:

[94-25 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN
APPROVED COOP VENDORS 2025 UPDATED.PDF](#)
[94-25 ATTACHMENT.PDF](#)

3.IX. 95-25

Documents:

[95-25 RAFFLE LICENSES 3.11.25.PDF](#)

3.X. 96-25

Documents:

[96-25 AUTH. MATRIX FOR 590 MT PLEASANT ENVIR. SVCS 030425.PDF](#)
[96-25 EXHIBIT A.PDF](#)

3.XI. 97-25

Documents:

[97-25 AUTH. MATRIX FOR 10-18 CENTRAL AVE AND 55 LAKESIDE AVE
ENVIR. SVCS 030525.PDF](#)
[97-25 EXHIBIT A.PDF](#)

3.XII. 98-25

Documents:

[98-25 HDSRF RESOLUTION GRANT APPLICATION.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2891-25 (Memorialized)

Documents:

[2891-25 FINAL ORDINANCE WO SJ TIER_3_COMPLETE AND GREEN
STREETS MODEL.PDF](#)
[2891-25 CHART.PDF](#)

4.II. 2896-25

Documents:

[2896-25 ORDINANCE_HC SPACES 17 MEADE ST 11 VIRGINIA AVE 17
CURTIS AVE 64 MITCHELL ST.PDF](#)

4.III. 2897-25

Documents:

[2897-25 ORDINANCE GLENVIEW DRIVE NO LEFT TURN TO NORTHFIELD AVE.PDF](#)

4.IV. 2898-25

Documents:

[2898-25 ORDINANCE SCHOOL ZONE LIBERTY MIDDLE NAME UPDATE 012925.PDF](#)

4.V. 2899-25

Documents:

[2899-25 STOP CONTROL REPORTS COMBINED.DOC.PDF](#)

4.VI. 2900-25

Documents:

[2900-25 ORDINANCE OF TRANSITION TO BATTERY LEAF BLOWERS 2.11.25.DOC.PDF](#)

4.VII. 2901-25

Documents:

[2901-25 ORDINANCE DRUG FREE ZONE LIBERTY MIDDLE-OCH UPPER AND NAME UPDATE.PDF](#)
[2901-25 MAP_WO-LIBERTY-DRUGFREEZONE.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2902-25

Documents:

[2902-25 AMENDING CH. 4 SECT. 34.3 - REDLINED-FINAL.DOC.PDF](#)

5.II. 2903-25

Documents:

[2903-25 ORDINANCE SUPPLEMENTING CHAPTER 10 SUBSCT. 2 - REQUIRE MULTI FAMILY UNITS AND VETS TO ENSURE LICENSES - FINAL.DOC.PDF](#)

5.III. 2904-25

Documents:

[2904-25 ORDINANCE NO PARK 8-10AM COLONY E-ELLIOTT- SWAYZE-](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, March 11, 2025
Meeting No. 6

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 January 7, 2025, and published in the West Orange Chronicle on January 16, 2025.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilwoman Rudin, Councilwoman Scarpa, Council President Krakoviak, Mayor McCartney

=====

6:30 P.M.

- **Presentation: “Aging Well West Orange” Campaign – Laura VanDyke- Department of Senior Services**
- **Proclamation: Diversity Art Gallery – Roosevelt Middle School Students**
- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
Tuesday, March 11, 2025-Meeting No. 6

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 notice for this meeting was emailed to the Star Ledger and the West Orange Chronicle on **January 7, 2025 and published in the West Orange Chronicle on **January 16, 2025**.**

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 Rudin, Councilwoman Scarpa, Council President Krakoviak, Mayor McCartney

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting – Public Meeting February 11th and 25th, 2025**
- 4. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids**
 - a. Historic Preservation Commission – Architectural Historian**
 - b. Private Collection Agency Contract for the Municipal Court**
- 7. *Bill List**
- 8. *Resolutions**
 - a. 87-25 Resolution to Extend Contract for Fire EMS Apparatus Maintenance and Repair (P. Reynolds)**
 - b. 88-25 Resolution Authorizing the Auction of Abandoned Vehicles (P. Reynolds)**
 - c. 89-25 Resolution to Support Publishing Legal Notices on Official Government Websites (Legal-Trenk)**
 - d. 90-25 Resolution Authorizing the Purchase of Computer Equipment, as Part of the Continued Upgrades to Technology in the Police Department (P. Reynolds)**
 - e. 91-25 A Resolution Approving a Proposal from Matrix New World for Environmental Services at 55 Lakeside Avenue NTE \$57,405.00 (Carballo)**
 - f. 92-25 A Resolution Approving a Proposal from Matrix New World for Environmental Services at 4-10 Central Avenue NTE \$6,295.00 (Carballo)**
 - g. 93-25 REMOVED**
 - h. 94-25 Resolution Authorizing Contracts With Certain Approved Cooperative Vendors For Contracting Units Pursuant To N.J.S.A. 40A:11-5(2) for 2025 (P. Reynolds)**

- i. **95-25 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
- j. **96-25 A Resolution Approving a Proposal from Matrix New World for Environmental Services at 590 Mount Pleasant Avenue (W.O. Recycling Center) NTE \$22,260.00 (Carballo)**
- k. **97-25 Resolution Approving a Proposal from Matrix New World for Environmental Services at 10 Central Avenue (Biddleman, Inc.), 18 Central Avenue (Selecto-Flash), and 55 Lakeside Avenue (Barton Press) (Carballo)**
- l. **98-25 Resolution Authorizing Application to the Hazardous Discharge Site Remediation Fund for Barton Press Site including Block 115, Lots 15 and 17 Located at 55 Lakeside Avenue (Carballo)**

9. Ordinances on Second and Final Reading

- a. **2891-25 An Ordinance Amending And Supplementing Chapter 2, Subsection 61, Pedestrian Safety Advisory Board Of The Revised General Ordinances Of The Township Of West Orange Establishing A Complete And Green Streets Advisory Committee And Creating A Complete And Green Streets Policy (Carballo)**
This Ordinance amends and supplements Chapter 2-61: “Pedestrian Safety Advisory Board” of the Township’s Revised General Ordinances to include to create a complete and green streets advisory committee and amending a complete and green streets policy. This policy provides the Township with a strong and effective strategy for achieving Complete and Green Streets. The complete green streets policy provides the Township the opportunity to meet the criteria needed to gain recognition and apply for grant funds. This ordinance was approved by voice vote on February 28, 2028 by a 4-1 vote.
- b. **2896-25 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)**
This Ordinance is in response to requests from handicapped residents who reside at 17 Meade Street, 11 Virginia Avenue, 17 Curtis Avenue, and 64 Mitchell Street. 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. Additionally, 3 restricted parking zones will be eliminated after the permitted residents moved away and the spaces are no longer needed.
- c. **2897-25 An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-23.1, Turn Prohibitions, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)**
This Ordinance will prohibit left turns from Glenview Drive southbound to Northfield Avenue eastbound during all hours. This Prohibition was requested by the West Orange Police Traffic Division after two recent auto/pedestrian accidents. There is an unregulated pedestrian crossing at this intersection that allows residents of the neighborhood to cross Northfield to the eastbound side to access the bus stop. This Ordinance is designed to make pedestrian safety a priority.
- i. **2898-25 An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-33, School Zones, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)**
This Ordinance amends Chapter 7, Subsection 33 School Zones of the Revised General Ordinances. It establishes a School Zone at Liberty Middle School located at 1 Kelly Drive and updates the names of other schools that have changed in the past.
- j. **2899-25 An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsections 7-20 Stop Intersections, 7-21, Multi-Way Stops, And 7-21.1 Multi-Way Stops Near Schools, Playgrounds And Youth Recreational Facilities Of The Revised General Ordinances Of The Township Of West Orange (Carballo)**
The Ordinance, which amends the Traffic Regulations of the Township, designates various types of new Stop intersections with Stop signs on the named approaches. Based on recommendations from the West Orange Police Traffic Division and residents’ requests, the Municipal Engineer designated Bright View Engineering of Roseland to conduct the necessary traffic studies and assemble data to comply with

N.J.S.A. 39:4-8 regulations. Additionally, two stop intersections created during new development of the Colonial Woods Drive are being added as well.

- k. 2900-25 Ordinance Amending Chapter 28 of the Revised General Ordinances of the Township of West Orange (Transition to Battery or Electric Leaf Blowers) (Legal)**
Science has shown that the noise, particulate matter, gas and oil fuel mixture being released unburned, and the fumes from burnt fuel are hazardous to the health of the workers, residents, particularly seniors and children and those with respiratory conditions, causing hearing loss and potential cancers, hypertension, cardiac disease, and increased stress levels. The practice of blowing leaves and other debris for property maintenance has unintended environmental and health consequences that disrupt and destroy animal, bird, insect and pollinator habitat, including adversely impacting the respiratory health of our pets. The Township wishes to continue to strengthen its commitment to public health and wellness and environmental sustainability and believes that the proposed amendments will help achieve greater equity and public health as well as quality of life. Commercial-grade battery-powered leaf blowers have become more readily available. The Township believes that the passage of this ordinance will more clearly reflect the needs and values of the West Orange community.
- l. 2901-25 An Ordinance Amending And Supplementing Chapter 4-6, Drug-Free School Zones, Subsection 4-6.2, Adoption Of Directive And Schematic Maps Of The Revised General Ordinances Of The Township Of West Orange (Carballo)**
This Ordinance amends Chapter 4-6 Drug Free School Zones of the Revised General Ordinances. It establishes a Drug Free School Zone at Liberty Middle School, and Golda Och Academy Upper Campus, and updated the names of other schools that have changed in the past.

10. Ordinances on First Reading

- a. 2902-25 An Ordinance Amending Chapter 4, Section 34.3 Of The Revised General Ordinances Of The Township Of West Orange (Extra Duty Employment For Police Officers-Rates Of Compensation; Administrative Fees; Payment For Services) (Legal-Gengaro)**
- b. 2903-25 An Ordinance Amending Chapter 10, Sections 2 And 11 Of The Revised General Ordinances Of The Township Of West Orange Regarding Additional Requirements For Dog And Cat Licensing For Multi-Family Homes And Veterinarians (Legal-Gengaro)**
- c. 2904-25 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsections 7-11 Parking Time Limited on Certain Streets During Certain Hours, 7-14.2A Parking Prohibited on Certain Streets During Certain Hours of Certain Days, and 7-14.3 Parking Time Limited on Certain Streets During Certain Hours of Certain Days of The Revised General Ordinances of the Township of West Orange (Carballo)**

11. Pending Matters/New Matters/Council Discussion

- a. Discussion of a Possible Resolution of Support to Essex County for a Study of Potential Improvements to the South Curve on Mt. Pleasant Avenue Just East of Prospect Avenue.**
- b. Single-Occupancy Restroom Ordinance**
- c. Council Liaison to Rent Leveling Board**

12. ABC Hearing-None

13. 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:

Public Comment – In Person Only

<https://us06web.zoom.us/j/87374581972?pwd=iTYdbBYhhM9u505b67D8taqLzfzELE.1>

Webinar ID: 873 7458 1972

Passcode: 085851

Next Meeting Date(s): March 25, 2025

Agenda is subject to change.

87-25
March 11, 2025

**RESOLUTION TO EXTEND CONTRACT
FOR FIRE EMS APPARATUS MAINTENANCE AND REPAIR**

This resolution requests approval to extend the existing contract for:
FIRE EMS APPARATUS MAINTENANCE AND REPAIR 2025

WHEREAS, the Township of West Orange approved resolution 320-22 to perform routine maintenance and repair on a various number of equipment to keep it operating efficiently for two years with an option to extend one additional year.

WHEREAS, the Township is satisfied with the service performed by VCI Emergency Specialist and they are in agreement to extend the contract for one year.

WHEREAS, pursuant to the Local Public Contract Laws 40A:11-15, the Township is allowed to extend the initial two-year contract for an additional one-year period, not to exceed 36 months.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange extend to VCI Emergency Specialist located at 43 Jefferson Ave, Berlin, NJ 08009 for the year 2025 not to exceed the annual budget.

Annual preventive maintenance costs:

Chassis \$450.00 per 5k mile interval \$900.00 per 30k interval, 5 vehicles 5k \$2250.00, 5 vehicles 30k \$4500.00 Patient Compartment/Module As needed per wear & tear that is not included in the warranty

General Repairs Rates:

Hourly Repair Rate \$150.00

Hourly OT \$150.00

Travel Cost \$0

OEM Parts Mark Up typical 10-25% as directed by the manufacturer

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to arrange to pay for the forgoing in accordance with the terms of the purchase order and from funds certified by the Chief Financial Officer.

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

Joe Krakoviak, Council President

Adopted: March 11, 2025

I certify funds are available in Account No.: 01-2010-00-7902-153

John C. Ditinyak, Chief Financial Officer

87-25

EXHIBIT "A"

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY

REQUEST FOR BIDS

REPAIR AND MAINTENANCE OF EMS APPARATUS FOR THE
WEST ORANGE FIRE DEPARTMENT

Submission Date:
December 6, 2022
11:00 A.M.
Prevailing time



TOWNSHIP OF WEST ORANGE* 66 MAIN STREET* WEST ORANGE, NJ 07052*
973-325-4056

Invitation to Bid

Notice is hereby given that the Township of West Orange is requesting sealed bids for the Repair and Maintenance of EMS Apparatus for the West Orange Fire Department. The specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org.

Sealed proposals, clearly marked with the title of bid, name and address of party making same, addressed to ~~the Township Council, Township of West Orange will be received by mail, or hand delivery, at the Municipal~~ Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Tuesday, December 6, 2022 at 11:00 a.m. and will be publicly opened and read at that time in Council Chambers of Town Hall located at 66 Main Street, West Orange, NJ 07052. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2. The Township reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Panayiota Reynolds
Purchasing Agent

CONTENT:

- Section I: EMS Apparatus List
 - Section II: West Orange Fire Department EMS Apparatus Service and Repair Requirements
 - Section III: West Orange Fire Department EMS Apparatus Preventative Maintenance Scheduled
Inspection Chassis Service Requirements
 - Section IV: Proposal Form
 - Section V: Bidder Instructions and Mandatory Forms
-

SPECIFICATIONS
REPAIR AND MAINTENANCE OF EMS APPARATUS FOR
TOWNSHIP OF WEST ORANGE FIRE DEPARTMENT

GENERAL INTENT

Bidding on this contract will be limited to vendors actively engaged in the field of EMS apparatus repair services. The successful bidder will be expected to provide service in a timely, competent and professional manner. It is recognized that the equipment to be serviced is essential to Township of West Orange's, to be known as the ("Township") emergency management operations. Vendors must be able to demonstrate the ability and experience to provide superior quality of service. Vendor shall be actively in business for at least five (5) years in the maintenance, service, and repair of equipment of similar manufacture, capacity, and operating characteristics as those covered by this contract.

Bidders must provide documented proof of qualifications (Certifications) and three (3) references.

Term of Contract

This contract shall remain in effect for a period of two (2) years with an option to extend one (1) year based upon available funding. All terms and conditions of the contract shall remain the same for the additional years

Time and Materials

All quotes for work other than preventive maintenance services (which will be based on an annual cost) will include an hourly labor rate, overtime, any travel costs, and percentage of markup from wholesale on materials to be provided.

Acceptance

The Township reserves the right to examine all work performed under this contract. The Contractor will correct any and all defects and unsatisfactory work found by the Township. The Vendor shall correct said defects and unsatisfactory work at its own expense.

Parts

The Vendor must supply replacement parts equal or greater than Original Equipment Manufacturer (OEM) parts. The Township has the right to inspect all parts that will be used by the vendor. All replacement parts must be saved for fourteen (14) days for review by the Township.

Guarantee

Any work that is performed under this contract shall be guaranteed for a period of six (6) months from the date of acceptance. Said guarantee shall survive the expiration of this contract.

Payment

Payment shall be made in accordance with Township policy. No payment shall be made without an invoice and signed voucher (purchase order).

- a. A detailed invoice for repairs or service shall be given at the time of pick up. Details and specifics on scheduling repair maintenance will be arranged with Fire Chief or designee.
- b. During the course of this contract, vehicles may be added or deleted by the Township of West Orange.

Cancellation

If in the opinion of the Township of West Orange the contractor is not performing in a satisfactory manner, the Township of West Orange may at any time during the contract period terminate the contract by giving thirty (30) days' notice in writing to the other party of its intentions to do so for non-compliance with the terms and conditions of the contract. In the event the Township of West Orange cancels the contract, the contractor shall only be entitled to payments for work properly performed and completed.

SECTION I

EMS APPARATUS

While it could change at any time, the current fleet of EMS Apparatus is as follows:

Quantity	Vehicle #	Year	Make	Chassis
1	R-1	2019	Wheeled Coach	Ford E450
1	R-2	2021	Horton	Ford F550
1	R-3	2016	Horton	Ford E450
1	R-4	2003	Horton	Ford E350
1	R-6	1998	PL Custom	Ford E450

SECTION II

West Orange Fire Department EMS Apparatus Service and Repair Requirements

In an effort to ensure the quality of work to be provided to our department, we consider the requirements below to be the minimum service qualifications for the apparatus service center to maintain.

- A. The service center must have the ability to provide road service and maintain a service facility for repairs that cannot be performed within the Fire Stations.
- B. The service center be located no further than 30 miles from the Township of West Orange.
- C. The service center shall offer pickup and delivery service to the Township of West Orange for any repair not able to be performed within the Fire Stations.
- D. The service center shall be an authorized Ford Warranty Service Center for the EMS Apparatus chassis.
- E. The service center shall be a Ford QVM facility.
- F. This minimum inventory level, which must include major electrical system components (i.e. input/output modules, display panels, etc.), HVAC components, and body trim components, must represent the majority of manufacturers utilized by the Township of West Orange Fire Department.
- G. The service center's major business must be in the sales and service of EMS apparatus.

Exceptions: Yes ☐ No ☒

SECTION III

West Orange Fire Department EMS Apparatus Preventative Maintenance Scheduled Inspection Chassis Service Requirements

The preventative maintenance scheduled inspection provided chassis services shall be performed in accordance with the manufacturer's maintenance specifications. The following shall include but not be limited to:

A. Preventative Maintenance at 5,000 mile intervals

1. Engine Oil – Drain oil, inspect for metallic material. Refill with manufacturer's recommended lubricant
2. Oil Filter – Replace with new
3. Lubricate all lube points of undercarriage
4. Clean battery terminals and install anti-corrosion washers
5. Check and fill all fluid levels
6. Inspect all drive belts and advise
7. Inspect tie rod ends and advise
8. Inspect tire wear and advise
9. Fill all tires to manufacturer's recommended air pressure
10. Inspect exhaust system
11. Inspect undercarriage area for potential leaks (oil, antifreeze, power steering fluid, etc.)
12. Inspect all hoses for wear and advise
13. Inspect heater valves for potential leaks and overall operation
14. Inspect all emergency lighting and sirens for functionality
15. Inspect chassis lights (headlights, turn signals, interior dome lights, etc.)
16. Inspect litter retention operation
17. Inspect module O2 lines for leaks and overall operation
18. Inspect HVAC system in cab and module for overall operation
19. Perform visual inspection of all other primary functions of the EMS apparatus and advise
20. Road test vehicle and advise

B. Preventative Maintenance at 30,000 mile intervals

1. Inspect tires for wear and advise
2. Rotate tires
3. Fill all tires to manufacturer's recommended air pressure
4. Check front end alignment and advise
5. Inspect brakes, note wear and advise
6. Check king pins and advise
7. Inspect tie rod ends and advise
8. Service transmission and replace screen
9. Service rear differential and add rear additive
10. Remove screen from under the attendant seat and clean condenser area
11. Air Filter – Replace with new
12. Fuel Filter – Replace with new

13. Check glow plug circuit (if applicable) and advise
 14. Align headlights as needed
 15. Inspect and lube rear step bumper area
 16. Inspect all U-joints and advise
 17. Inspect steering linkage
 18. Road test vehicle and advise
-

Exceptions: Yes _____

No X

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Repair and Maintenance of the EMS Apparatus for the Township of West Orange Fire Department Contract

Annual Cost for Preventive Maintenance for:

Chassis \$ 450.00 per 5K mile interval - \$900.00 per 30K mile interval

Patient Compartment/Module \$ As needed per wear & tear that is not included in the warranty

General Repair Rates:

Hourly Repair Rate \$ 150.00

Hourly Overtime Rate \$ 150.00

Travel Cost \$ 0

OEM Parts Mark Up Typical is 10 - 25 % as directed by the manufacturer

Continued.....

COMPANY

NAME VCI Emergency Vehicle Specialists LLC

ADDRESS 43 Jefferson Avenue

Berlin, NJ 08009

DATE December 1, 2022

PHONE 856-768-2162

Email rich_bohny@vciambulances.com

BY



(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date: December 1, 2022


(Signature)

Robert W. Bohny, President
(Name and Title)

VCI Emergency Vehicle Specialists LLC

(Company)

43 Jefferson Avenue
(Address)

Berlin, NJ 08009

(Corporate Seal)

Subscribed and sworn to before me

this 1st day of December, 2022
Notary Seal



Page | 16

Kimberly J. Troxell
Notary Public
State of New Jersey
Commission No. 2338800
My Commission Expires January 6, 2026

SECTION V

GENERAL INSTRUCTION TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.
2. ~~In case of default by the bidder or contractor, the Township of West Orange may procure the~~ articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.
4. The contractor shall maintain sufficient insurance (\$1,000,000.00) to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.
5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
6. Each bid must be signed in ink by the person authorized to do so.
7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.
8. Non-Collusion Affidavit must be completed and included with bid.
9. A Performance Bond in the amount of 100% of total bid is **not required**.
10. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
11. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.
12. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable.

13. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.
14. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be complied with by the successful bidder.
15. Equal or Tie Bids. The Township of West Orange reserves the right to award at their discretion to any one of the tie bidders.
16. Return of Bid Security. All bid security of the three lowest responsible bidders shall be returned with 10 days. Within 3 days after signing of the contract and approval of contractor's performance bond, the bid security remaining bidders shall be returned to them, if applicable.
17. The Township of West Orange is exempt from any State sales tax.
18. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. All exceptions shall be submitted on separate sheets within your submission. If no variations are indicated, it will be construed that the bid fully complies with our specifications.
19. Quantities as shown are approximate and the Township of West Orange reserves the right to increase or decrease quantities by 20% at the unit price bid.
20. The contract, if applicable, shall be in effect for two (2) years from the date of award, unless otherwise stated. Township can extend the contract for one (1) additional year, if agreed.
21. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.
22. Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

Bids are due: Tuesday, December 6, 2022 at 11:00 AM
Township of West Orange, Room 111
66 Main Street
West Orange, NJ 07052
M-F 8:30 AM – 4:30 PM

Contact: Panayiota Reynolds, Purchasing Agent
(973) 325-4056
Email: preynolds@westorange.org

1. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least ten (10) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.
2. Mandatory forms: Disclosure of Ownership Form
EEO/Affirmative Action Compliance
Iranian Disclosure
Business Registration
Notice of addendum/addenda
Political Contribution Form

Application after award:

w-9
Certificate of Insurance

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

TOWNSHIP OF WEST ORANGE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: VCI Emergency Vehicle Specialists LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

- ☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

Continued...

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Proposer Contact Name: _____ Contact Phone Number: _____	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West

Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Robert W. Bohny Signature: 

Title: President Date: December 1, 2022

Please check appropriate boxes on this form.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. X.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____

Corporation _____ Sole Proprietorship _____ Limited Liability Partnership X

Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: _____

Home Address: _____

Stockholders

Name: Robert W. Bohny _____

Home Address: _____

Name Richard T. Bohny _____

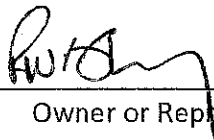
Home Address: _____

Name: Jeffrey M. DeJesus _____

Home Address: _____

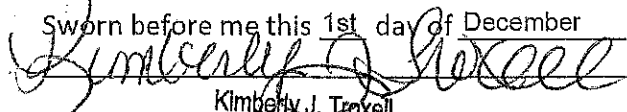
Robert W. Bohny, President

Print Name & Title


Owner or Representative Signature

NOTARY PUBLIC

Sworn before me this 1st day of December 20 22.



Kimberly J. Troxell

Notary Public

State of New Jersey

Commission No. 2338800

My Commission Expires January 8, 2026

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

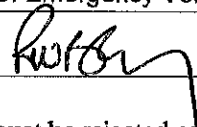
NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes X (If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: VCI Emergency Vehicle Specialists LLC NAME: Robert W. Bohny

SIGNATURE:  TITLE: President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

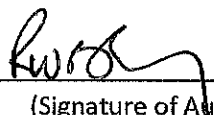
TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
------------------------	--------------	---

☒ No addenda was/were received.

Acknowledged for: VCI Emergency Vehicle Specialists LLC
(Company Name)

By: 
(Signature of Authorized Representative)

Name: Robert W. Bohny
(Print)

Title: President

Date: December 1, 2022

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>

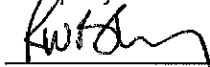
If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	<u>NONE</u>
	<u> X </u>

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Robert D. Parisi; Councilwoman Cindy Matute-Brown, Councilman Bill Rutherford; Councilwoman Susan McCartney, Councilwoman Michelle Casalino; and Councilwoman Tammy Williams.

VCI Emergency Vehicle Specialists LLC

Company Name



Authorized Signature

Robert W. Bohny

Printed Name

December 1, 2022

Date

BIDDER'S CHECK LIST Mandatory Items

Business Registration Certification

✓ RUB

Stockholders Disclosure
Statement

✓ RUB

Affirmative Action Compliance
Notice

✓ RUB

Iranian Disclosure Form

✓ RUB

Non-Collusion Affidavit

✓ RUB

Proposal Form

✓ RUB

Acknowledgement of Addenda

✓ RUB

Political Contribution Form

✓ RUB

Please initial lines.

Please provide one additional copy of entire bid package, which can be a USB/Flash Stick

END OF BID



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VCI EMERGENCY VEHICLE SPECILISTS, LLC

Trade Name: VCI

Address: 43 JEFFERSON AVE
BERLIN, NJ 08009-1674

Certificate Number: 0086302

Effective Date: February 26, 1998

Date of Issuance: December 01, 2022

For Office Use Only:

20221201124737385

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-MAY-2022** to **15-MAY-2025**

VCI EMERGENCY VEHICLE SPECIALISTS LLC
43 JEFFERSON AVENUE
BERLIN NJ 08009



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer



Ford Motor Company

Is proud to recognize

VCI Emergency Vehicle Specialists

as a participant in the

Ambulance

Qualified Vehicle Modifier Program



Randy M. Freiburger

Randy M. Freiburger - SVE Quality Programs Mgr.

September, 2020

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell eleven (11) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday March 25, 2025 at 3:00 PM in following location:

C&L Towing
38 Deforest Avenue
East Hanover, NJ 07936

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

Joe Krakoviak
Council President

Adopted: March 11, 2025

Advertisement

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday, March 25, 2025 at 3:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles may be inspected at C&L Towing 38 Deforest Avenue East Hanover, NJ 07936

YEAR	MAKE	VEHICLE ID
2008	NIS	3N1AB61E28L682294
2003	DOD	1D7HA18N23S199279
2016	MB	55SWF4KB6GU111886
2010	SUB	JF2SH6CC0AH744700
2008	FOR	1FAHP35N88W242358
2004	MB	WDBTJ75JX4F069784
2002	MAZ	JM3LW28J420303779
2007	TOY	4T1BK46K27U023765
2013	NIS	1N4AL3AP6DN563786
2012	CHR	2C4RC1BG8CR189747
1999	AUD	WAUED28D6XA023152

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Panayiota Reynolds
Purchasing Agent

**RESOLUTION TO SUPPORT PUBLISHING
LEGAL NOTICES ON OFFICIAL GOVERNMENT WEBSITES**

WHEREAS, the sunset provision of March 1, 2025 imposed under P.L. 2024 c.106 is fast approaching in what was a temporary solution that allowed local governments to comply with the public notice requirements under the law in time for annual reorganization meetings in January; and,

WHEREAS, local government officials serve as the stewards of property taxpayer dollars and should no longer be required to subsidize the newspaper industry with revenues collected from publishing legal notices in the press; and,

WHEREAS, long before NJ Advanced Media's announcement that it was terminating daily print publications in January of 2025, local government officials found it increasingly difficult to comply with the public notice requirements under the law as the media has become almost exclusively digitized and struggled to retain staff, resources, and publications; and,

WHEREAS, legislation that will authorize local governments to publish legal notices on a local government's official website will streamline an antiquated and overly burdensome process and save valuable time, resources, and property taxpayer dollars; and,

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange does in fact, hereby urge state leaders to pass legislation that will authorize municipalities, counties, school districts, and all local governments to publish legal notices in a clear, transparent, and timely manner on a local government's official website.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to Governor Phil Murphy, Senate President Nicholas Scutari, Speaker of the General Assembly Craig Coughlin, Senator John F. McKeon, Assemblymembers Rosaura Bagolie, Alixon Collazos-Gill, and the New Jersey State League of Municipalities.

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

Joe Krakoviak
Council President

Adopted: March 11, 2025

**TO AUTHORIZE THE PURCHASE OF COMPUTER EQUIPMENT, AS PART OF THE
CONTINUED UPGRADES TO TECHNOLOGY IN THE POLICE DEPARTMENT**

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

WHEREAS, the Police Department Criminal Investigative Division (CID) is responsible for all investigations pertaining to adult and juvenile crimes; and

WHEREAS, technology has evolved at such a rapid pace; leaving the CID to utilize, outdated equipment, in-efficient systems, and technology that prohibits their investigative efforts; and

WHEREAS, the Township wishes to utilize State Contract Purchasing Methods to purchase 25 Dell Desktop Computers, and 25 Dell Monitors to replace current equipment; and

WHEREAS, the vendor, Dell Technologies located at 1 Dell Way, Mailstop 8129, Round Rock Texas, 78682 is a NJ State Contract Vendor utilizing contract #M0483/24-TELE-71883 and can provide the equipment necessary (see Exhibit A).

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for \$50,421.50 to Dell Technologies with funds certified available by the Chief Financial Officer.

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

Joe Krakoviak
Council President

Adopted: March 11, 2025

I hereby certify funds are available from Account No.:

03-2610-20-0300-140
IT Infrastructure Police

John Ditinyak, Chief Financial Officer

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 06, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000186366619.1
Total	\$50,421.50
Customer #	6951430
Quoted On	Feb. 27, 2025
Expires by	Mar. 06, 2025
Contract Name	Dell NASPO Computer Equipment PA - New Jersey
Contract Code	C000001128033
Customer Agreement #	23026 / M0483/24-TELE-71883
Deal ID	28967080

Sales Rep	Maggie Caldwell
Phone	1(800) 4563355, 512-728-5136
Email	Maggie.Caldwell@dell.com
Billing To	ACCTOUNTS PAYABLE TOWNSHIP OF WEST ORANGE 66 MAIN ST WEST ORANGE, NJ 07052-5404

Message from your Sales Rep

Please contact me if you have any questions or when you're ready to place an order. Thank you for shopping with Dell! 512-758-5136

Regards,
Maggie Caldwell

Shipping Group

Shipping To	Shipping Method
MAURICIO GARCIA TOWNSHIP OF WEST ORANGE 66 MAIN ST WEST ORANGE TOWN HALL WEST ORANGE, NJ 07052-5496 (973) 325-4217	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7020)	\$1,736.87	25	\$43,421.75
Dell 27 4K USB-C Hub Monitor - P2723QE, 68.6cm (27")	\$279.99	25	\$6,999.75

Subtotal:	\$50,421.50
Shipping:	\$0.00
Non-Taxable Amount:	\$50,421.50
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$50,421.50
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Accelerate the power
of AI for your data

Take the first step in achieving
Generative AI success

[Learn More](#)

Shipping Group Details

Shipping To	Shipping Method
MAURICIO GARCIA TOWNSHIP OF WEST ORANGE 66 MAIN ST WEST ORANGE TOWN HALL WEST ORANGE, NJ 07052-5496 (973) 325-4217	Standard Delivery

	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7020)	\$1,736.87	25	\$43,421.75
Estimated delivery if purchased today: Mar. 14, 2025 Contract # C000001128033 Customer Agreement # 23026 / M0483/24-TELE-71883			

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor Plus 7020 XCTO	210-BKWN	-	25	-
Intel Core i7 processor 14700 vPro (33 MB cache, 20 cores, 28 threads, up to 5.4 GHz Turbo, 65W)	338-CNCK	-	25	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	25	-
Office Professional 2021	630-ABMF	-	25	-
16 GB: 1 x 16 GB, DDR5	370-BBPY	-	25	-
M.2 2230 512GB PCIe NVMe SSD Class 25	400-BPKD	-	25	-
M.2 22x30 Thermal Pad	412-AAQT	-	25	-
1st M.2 2280 SSD Screw	773-BBBC	-	25	-
NO RAID	817-BBBN	-	25	-
Dual AMD Radeon RX 6300, 2GB GDDR6,Half Height,2x2 DP	490-BJWY	-	25	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BJWJ	-	25	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	25	-
No Optical Drive	429-ABKF	-	25	-
CMS Software not included	632-BBBJ	-	25	-
No Media Card Reader	379-BBHM	-	25	-
No Wireless LAN Card	555-BKHY	-	25	-
No Additional Video Ports	492-BCKH	-	25	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	25	-
Mouse included with Keyboard	570-AADI	-	25	-
No Cover Selected	325-BCZQ	-	25	-
Dell Additional Software	634-CHFP	-	25	-
ENERGY STAR Qualified	387-BBLW	-	25	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	25	-
Watch Dog SRV	379-BFMR	-	25	-
Quick Start Guide, OptiPlex SFF Plus	340-DMJC	-	25	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	25	-
Shipping Material	340-CQYR	-	25	-

Shipping Label	389-BBUU	-	25	-
Regulatory Label for OptiPlex SFF Plus PSU DAO	389-FFZD	-	25	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	25	-
Intel Core i7 Processor Label	340-CUEQ	-	25	-
Desktop BTO Standard shipment	800-BBIO	-	25	-
No Additional Add In Cards	382-BBHX	-	25	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	25	-
Custom Configuration	817-BBBB	-	25	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	25	-
Internal Speaker	520-AARD	-	25	-
No vPro® support	631-BBQQ	-	25	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	25	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	25	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	25	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	25	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	25	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	25	-

Unit Price	Quantity	Subtotal
\$279.99	25	\$6,999.75

Dell 27 4K USB-C Hub Monitor - P2723QE, 68.6cm (27")

Estimated delivery if purchased today:
Mar. 05, 2025
Contract # C000001128033
Customer Agreement # 23026 / M0483/24-TELE-71883

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 4K USB-C Hub Monitor - P2723QE, 68.6cm (27")	210-BDLK	-	25	-
Dell Limited Hardware Warranty	814-9422	-	25	-
Advanced Exchange Service, 3 Years	814-9423	-	25	-

Subtotal:	\$50,421.50
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$50,421.50

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

91-25
March 11, 2025

A RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD FOR ENVIRONMENTAL SERVICES AT 55 LAKESIDE AVENUE NTE \$57,405.00

WHEREAS, on August 7, 2024, the Township of West Orange (the “Township”) received a proposal from Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (“Matrix”) for the environmental services performed at: 55 Lakeside Avenue (Barton Press site), West Orange, New Jersey, also known as Block 115 Lots 15 & 17 on the Township of West Orange Tax Map; and

WHEREAS, the Barton Press site is part of the Lakeside Avenue Brownfield Development Area (BDA) as identified by the New Jersey Department of Environmental Protection (NJDEP) Office of Brownfield and Community Revitalization letter dated December 31, 2024 attached herein as Exhibit “B”; 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 \$57,405.00 for completing the scope of work;

AND 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.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 11, 2025

I hereby certify funds are available from Account No.

2021 Capital Budget
Account No: 03-2662-21-0100-010
\$57,405.00

John Ditinyak, Chief Financial Officer

Via Email

August 7, 2024

91-25

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

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES –
SAMPLING OF SOIL PILE AND LITIGATION
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
WEST ORANGE, NEW JERSEY
MATRIX NO. 21-1041**

Dear Ms. Carballo:

As requested, Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to reflect cost incurred by Matrix for the Barton Press property.

Barton Press

This proposal reflects the cost incurred by Matrix for sampling activities previously completed on the existing stockpiled soils on 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. The activities summarized below were a result of on-going litigation between the Township of West Orange and Prism, was time sensitive, and was approved by the Township for Matrix to complete prior to sale of the property/closing date of February 29, 2022.

SCOPE OF WORK

This scope of work was completed in compliance with the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), and the NJDEP's applicable guidance documents.

Barton Press

The scope of services and associated fees described below were completed on an emergent timeline due to the litigation between the Township and Prism and the need to have the analytical data available for the court conferences in February 2022. In addition, this work had to be completed prior to the sale of the property/closing date of February 29, 2022. Matrix provided the original proposal for the completion of the soil sampling of stockpile soils on December 29, 2021.

Task 1: Soil Sampling of Stockpile Soils

Based on aerial measurements, approximately 15,000-tons of material is associated with the soil piles on the Site. Based on the February 2022 soil pile investigation conducted by Matrix, four distinct soil piles were identified on the Site and measurements were collected to determine an approximate volume. Based on the field measurements, the volume of material existing in the four

soil piles totaled approximately 12,400 tons. The work was completed in two working days.

During the February 2022 soil pile investigation, 30 discrete soil samples were collected in a grid pattern throughout the soil piles in accordance with the NJDEP Fill Material Guidance for SRP Sites (Version 4.0, dated October 2021). Soil samples were collected via an excavator in order to achieve representative soil samples throughout the soil pile. Soil samples were submitted to a New Jersey certified laboratory and analyzed for Extractable Petroleum Hydrocarbons Category 2 (EPH Cat 2) and target compound list/target analyte list plus a forward library search (TCL/TAL+30) and hexavalent chromium with contingent full toxicity characteristic leaching procedure (TCLP) and contingent synthetic precipitation leaching procedure (SPLP) TCL/TAL+30. The soil samples were analyzed on a standard turnaround time of seven days.

Task 2: Letter Report and Project Management/Litigation

Following receipt and evaluation of the soil analytical data, a letter report was prepared and provided to the Township which summarized the results of the activities described above. The letter report consisted of figures, tables, conclusions and recommendations, and projected costs to dispose of the stockpiled soils.

As required by the Township, Matrix also prepared for and provided in-person environmental support for the February 24, 2022 court conference between the Township and Prism. This task included conference preparation including phone calls between the Township attorney's and Matrix prior to the scheduled court conference. In addition, this task included project management and overview of the environmental sections of the Purchase Sells Agreement (PSA).

COSTS

The following are costs for the tasks described herein to complete the soil sampling activities for the soil piles and litigation on the former Barton Press Site. All work was conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

BARTON PRESS

Task 1: Soil Sampling of Stockpiled Soils

Labor	\$	12,815.00
Direct Expenses (excavator, analytical)	\$	35,500.00
Total for Task 1	\$	48,315.00

Task 2: Letter Report and Project Management/Litigation

Labor	\$	8,990.00
Direct Expenses.....	\$	100.00
Total for Task 2	\$	9,090.00

Total Costs	\$	57,405.00
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ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

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

Allison Molnar
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.



91-25

State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTAMINATED SITE REMEDIATION AND REDEVELOPMENT
OFFICE OF BROWNFIELD AND COMMUNITY REVITALIZATION

SHAWN M. LATOURETTE
Commissioner

TAHESHA L. WAY
Lt. Governor

Mail Code 401-05K
P.O. Box 420
401 E. State Street
Trenton, New Jersey 08625

31 December 2024

Susan McCartney, Mayor
Township of West Orange
66 Main Street
West Orange, NJ 07052-5054

Re: Acceptance of West Orange Township's Brownfield Development Area Application

Susan
Dear Mayor McCartney,

The New Jersey Department of Environmental Protection's (Department) Office of Brownfield and Community Revitalization (Office) is excited to announce that West Orange's application for the Lakeside Avenue Brownfield Development Area (BDA) has been selected to work in the BDA Program. The Department and our Office is pleased happy to be partnering again with West Orange to help the township realize its brownfield redevelopment goals, as outlined in the BDA application to our Office received on July 31, 2024.

In the upcoming weeks, a BDA Manager from the Office of Brownfield and Community Revitalization will be assigned to the Lakeside Avenue BDA and will contact you to set up a BDA Kickoff Meeting with West Orange and the BDA Steering Committee. The BDA Manager will send an electronic copy of the Memorandum of Understanding (MOU) for your review prior to the Kickoff Meeting. At the Kickoff Meeting the BDA Manager will explain the role of our Office and the role of the Licensed Site Remediation Professional (LSRP) in the remediation of contaminated properties. Also, the BDA Manager will go over the MOU and the commitments therein that, when signed, will formalize our partnership to work on the brownfield sites in the Lakeside Avenue BDA.

We look forward to working with the Township of West Orange and the Steering Committee to move the BDA goals forward. Please do not hesitate to contact me if you have any questions at (609) 940-4435 or by e-mail at Frank.McLaughlin@dep.nj.gov.

Sincerely,

Franklin B. McLaughlin III, Manager
Office of Brownfield and Community Revitalization

cc: Zayibeth Carballo, West Orange Public Works and Engineering Department
James Abbott, West Orange Township Police Department
Peter Smeraldo, West Orange Township Administrative Department
Allison Molnar, Matrix New World Engineering
Mark Sprengel, Matrix New World Engineering
Richard Trenk, Trenk, Isabel, Sibbiqi & Shahdanian, P.C.

Megan Brill, Downtown West Orange Alliance
Michael Brick, West Orange Environmental Commission

92-25
March 11, 2025

**A RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD FOR
ENVIRONMENTAL SERVICES AT 4-10 CENTRAL AVENUE NTE \$6,295.00**

WHEREAS, on August 7, 2024, the Township of West Orange (the “Township”) received a proposal from Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (“Matrix”) for the environmental services performed at: 4-10 Central Avenue (Biddelman site), West Orange, New Jersey, also known as Block 9 Lot 32 on the Township of West Orange Tax Map; and

WHEREAS, the Biddelman site is part of the Central Valley Brownfield Development Area (BDA) as identified in the attached map for the Central Valley BDA Orange/West Orange, NJ herein as Exhibit “B;” 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 \$6,295.00 for completing the scope of work;

AND 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.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 11, 2025

I hereby certify funds are available from Account No.

2021 Capital Budget
Account No: 03-2663-21-0100-010
\$6,295.00

John Ditinyak, Chief Financial Officer

Via Email

August 7, 2024

92-25

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

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES –
OFF-SITE VAPOR INTRUSION INVESTIGATIONS AND CEA CORRESPONDENCE
4-10 CENTRAL AVENUE
BLOCK 9, LOT 32
WEST ORANGE, NEW JERSEY
MATRIX NO. 18-286-01**

Dear Ms. Carballo:

As requested, Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to reflect cost incurred by Matrix for the Biddelman property.

Biddelman

This proposal also reflects the additional cost incurred by Matrix for sampling activities previously completed which were associated with the off-site vapor intrusion investigation activities and preparation of the supplemental Remedial Investigation Report (RIR) for the Former Biddelman, Inc (Biddelman) property, located at 4-10 Central Avenue (Block 9, Lot 32) in the Township, New Jersey. These costs were in addition to Purchase Order 174952 (for \$62,900). The activities summarized below were time sensitive and required to meet the NJDEP's mandatory timeframe of December 5, 2022 (previously extended by the NJDEP from August 5, 2022).

The original RIR/RAW was submitted to the NJDEP in September 2021. In May 2022, the NJDEP responded, indicating a requirement to complete additional off-site vapor intrusion (VI) investigations to address potential VI exposure for occupants in buildings within 100 feet of the boundaries of the classification exception area (CEA) associated with the PCE/TCE plume. In an attempt to off-set costs to the Township, Matrix prepared an Application for a Hazardous Discharge Site Remediation Fund (HDSRF) Grant to complete the off-site VI investigation and submitted the application to the New Jersey Economic Development Authority (NJEDA) and the New Jersey Department of Environmental Protection (NJDEP) on October 21, 2021. However, due to the concerns with the potential exposure to vapors associated with the existing PCE/TCE plume, the NJDEP required the completion of the off-site VI investigation prior to approval and release of the funds requested by the Township in the HDSRF application. In addition, the NJDEP considered the RIR to be incomplete until the additional VI sampling was completed.

In addition, Matrix received an email from the NJDEP on August 6, 2024 with regards to the submission of the CEA Fact Sheet Form submitted for the Biddelman Site. The NJDEP have several questions with regards to the November 29, 2022 CEA submission. Matrix will prepare and submit a response to the NJDEP within 60-days (Due on October 6, 2024).

SCOPE OF WORK

This scope of work was completed in compliance with the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), and the NJDEP's applicable guidance documents.

The scope of services and associated fees described below were completed on an expedited timeframe to ensure all analytical data associated with the off-site VI sampling would be available and the supplement RIR prepared and submitted to the NJDEP by December 5, 2022 (extended by the NJDEP from August 5, 2022).

Task 1: Revised Remedial Investigation Report

Following receipt and evaluation of the VI data, the off-site VI was summarized and included in the supplemental RIR along with all required forms including a revised Case Inventory Document (CID), Authorization to Submit, Cover/Certification, CEA Fact Sheet, and updated RE form. Following a review of the draft RIR by the Township, the supplemental RIR was submitted to the NJDEP on November 29, 2022.

This task also included the preparation of the NJDEP required Full Laboratory Data Deliverable (FDD) form and Vapor Investigation Finding Letters which summarized the VI investigations for submission to the NJDEP, West Orange Health Department, and owners/occupants of the buildings that were investigated.

Task 3: CEA Correspondence with NJDEP

On August 6, 2024, Matrix received an email from the NJDEP with regards to the submission of the CEA Fact Sheet Form submitted for the Biddleman Site. The NJDEP have several questions with regards to the November 29, 2022 CEA submission. Matrix will prepare and submit a response to the NJDEP following a review of the Draft Letter by the Township of West Orange. Based on the NJDEP email, Matrix has seven days (August 13, 2024) to acknowledge receipt of the email and 60 days (October 6, 2024) to resolve and respond to the NJDEP or the CEA will be denied and the RIR will be deemed incomplete.

This task also includes costs for Matrix to have a technical consultation with the NJDEP with regards to the CEA, if necessary to resolve the questions/issues the NJDEP has with the CEA submission.

COSTS

The following are costs for the tasks described herein to complete the soil sampling activities for the revisions to the Remedial Investigation Report on the Biddleman Site. All work was conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: Revised Remedial Investigation Report

Labor	\$	3,695.00
Direct Expenses.....	\$	100.00
Total for Task 3		3,795.00

Task 2: CEA Correspondence with NJDEP

Labor	\$	2,500.00
Total for Task 4	\$	2,500.00

Total Costs \$ **6,295.00**

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

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

Allison Molnar

Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Attachments: Terms and Conditions

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

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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.

Central Valley Brownfield Development Area

Orange/West Orange, NJ

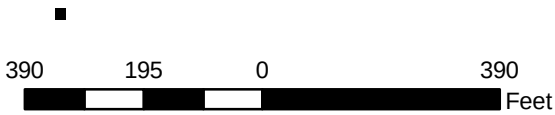


Site Number	Site Name
1	Biddleman Site
2	Selecto Flash
3	Fregan's Automotive
4	Harvard Printing
5	Shell Service Station
6	Getty Gas Station
7	Bravo Supermarket
8	Industrial Building (Tryco & Garage)
9	Industrial 3-Story Building
10	No Name Hat Factory
11	Wardrobe Wagon
12	Tryco Industries
13	Vacant Lot - Bus Parking
14	Modern Metal Works
15	Tryco Industries
16	Pugliese Pools
17	Mitchell Supreme
18	Auto Repair
19	Berg Parking
20	Former Austin Drew Hat Factory
21	Berg Hat Factory

NJDEP Office of Brownfield Reuse

Brownfield Development Area

Brownfield Site



RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED COOPERATIVE VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-5(2) FOR 2025

Whereas, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

Whereas, the Township of West Orange has the need on a timely basis to purchase goods or services utilizing Cooperative Contracts; and

Whereas, the Township of West Orange intends to enter into contracts with the attached Referenced Cooperative Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current Cooperative contracts;

Now, Therefore, Be It Resolved, that the Township of West Orange Council authorizes the Purchasing Agent to purchase certain goods or services from those approved Cooperative Contract Vendors on the attached list, pursuant to all conditions of the individual Cooperative contracts; and

Be It Further Resolved, that the governing body of the Township of West Orange pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

Be It Further Resolved, that the duration of the contracts between the Township of West Orange and the Referenced State Contract Vendors shall be through December 31, 2025 or when they end whichever comes sooner.

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

Joe Krakowiak, Council President

Adopted: March 11, 2025

I certify funds are available in Account No. Various Accounts

John C. Ditinyak, Chief Financial Officer

COOP Morris County Cooperative Pricing Council**Contract Portfolio Description****Blanket/Contract # Vendor Name****Morris County Cooperative**

Clay & infield mix for athletic fields		33 Whibco of NJ
Traffic Sign Materials		28 National Highway Products
Traffic & field marking paint		27 Ricciardi Brothers
Beam Guide Rails & Safety ends		26 Road Safety Systems
Bagged Cement & Poured Concrete		24 Extech Operating
Water Treatment Chemicals		17 Chemstream
Water Treatment Chemicals		17 Chemtrade Chemicals
Water Treatment Chemicals		17 Main Pool & Chemicals
#2 Ultra Low Sulfur Diesel Fuel		12 Griffith Allied Trucking
Crushed Stone & Sand		9 Tilcon of NY
Catch Basins & Manhold Castings		14 Campbell Foundry Co
Drainage Pipe		7 Campbell Foundry Co
Motor Gasoline		1 Griffith Allied Trucking
Fire alarms, sprinklers, stanpipe systems, fire pumps		52 City-Fire/Encore
Fire alarms, sprinklers, stanpipe systems, fire pumps		52 Fire & Security Technologies
Deer Carcass Removal		51 Deer Carcass Removal Services (DCRS)
Deer Carcass Removal		51 Space Farms
Preventive Maint /repair emergency generators		46 Geneserve
Landscaping Material/supplies		42 Nutrien Ag Solutions
Landscaping Material/supplies		42 Extech Building materials
Landscaping Material/supplies		42 Grass Roots Turf Products
traffic Signal Maint & repairs		37 Jen Electric
Light Bulbs		35 Warshsauer Electric
Light Bulbs		35 Jewel Electric
Light Bulbs		35 Cooper Electric
Janitorial Supplies		25 Central Poly bags
Janitorial Supplies		25 Spruce Industries
Sporting goods	20-b	BSN Sports
Fire equipment Services	13-a	Fire & Security Technologies
Fire equipment Services	13-a	Firefighter One
Calcium Chloride bags		31 Extech Building materials
Fencing Materials and install		53 Fox Fence
Fencing Materials and install		53 Challenger Fence
Road Salt		3 morton Salt
Road Salt		3

Bergen County Cooperative**Contract Portfolio Description****Blanket/Contract # Vendor Name**

HVAC Time & Materials	24-55	Carrier Corporation
Fencing	24-07	Fox Fence
Large scale parts & repair service	24-36	W.E. Timmerman
Large scale parts & repair service	24-36	Hudson County Motors
Large scale parts & repair service	24-36	United Ford

Large scale parts & repair service	24-36	On-Site Fleet Service
Uniforms Apparel, protective clothing	23-43	Turn Out Uniforms
Provision of Plumbing Services	24-18	Rak Plumbing
Equipment Repairs Parts and Service	23-52	Power Place
Equipment Repairs Parts and Service	23-52	Storr Tractor
Computer Equipment and Peripherals	24-38	SHI International
Roadway Repair Materials	24-39	Tilcon New York
Automotive Parts & Accessories	24-34	Samuels/Buy Wise
Automotive Parts & Accessories	24-34	Nielsen of Morristown
Automotive Parts & Accessories	24-34	Roberts and Sons

North Jersey Wastewater Cooperative Pricing System

Contract Portfolio Description	Blanket/Contract #	Vendor Name
Furnish and install equipment and parts	B428-2/B414-18	Rapid Pump & Meter
Various pumps and motor repairs	B414-17	Pumping Services

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
Seton Hall Prep Mothers Auxiliary	5.6.25 Off Premise Merchandise	120 Northfield Ave.	7900
National Council of Jewish Women (Essex)	4.29.25 On Premise 50/50	750 Eagle Rock Ave.	7901

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

Joe, Krakoviak, Council President

Adopted: March 11, 2025

96-25
March 11, 2025

**A RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD
FOR ENVIRONMENTAL SERVICES AT 590 MOUNT PLEASANT AVENUE
(W.O. RECYCLING CENTER) NTE: \$22,260.00**

WHEREAS, on May 20, 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 services at: 590 Mount Pleasant Avenue (W.O. Environmental Center), West Orange, New Jersey, also known as Block 170 Lot 17 on the Township of West Orange Tax Map; and

WHEREAS, the Township desires to conduct a Preliminary Assessment and Investigation of Subsurface Conditions at the Environmental Center site; and

WHEREAS, Matrix is qualified to do this work and has responsibly performed environmental services for the Township on other projects,

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 \$22,260.00 to complete the scope of work;

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

Karen Carnevale, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 11, 2025

I hereby certify funds are available from **ACCOUNT NO.**
2021 Capital Budget
03-2662-21-0100-010

John C. Ditinyak, Chief Financial Officer

May 20, 2024

Ms. Zayibeth Carballo
Municipal Engineer
25 Lakeside Avenue
West Orange, New Jersey 07052

Mr. Peter Smeraldo
Assistant Business Administrator
66 Main Street
West Orange, New Jersey 07052

96-25
Exhibit "A"

**RE: PROPOSAL FOR ENVIRONMENTAL SERVICES
WEST ORANGE ENVIRONMENTAL CENTER
590 MT. PLEASANT AVENUE
PORTION OF BLOCK 170, LOT 17
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
MATRIX JOB NO. P24-0446**

Dear Ms. Carballo and Mr. Smeraldo:

At your request, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide the Township of West Orange (Client) this proposal for the performance of Environmental Services for the West Orange Environmental Center located at 590 Mt. Pleasant Avenue in West Orange, New Jersey (Site). Specifically, this proposal presents a scope of work (SOW) and costs to complete a Preliminary Assessment (PA) and geotechnical engineering services to investigate subsurface conditions.

The PA will be completed in accordance with the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the March 2018 Preliminary Assessment Technical Guidance. The performance of a PA is the necessary first step to getting a Site Wide Response Action Outcome (RAO).

SITE BACKGROUND

The Site is a portion of one large parcel (portion of Block 170 Lot 17) and is located in a commercial/residential area of West Orange, with the West Orange Environmental Center located on the rest of the large parcel. Historic Fill Material (HFM) according to the NJDEP Geoweb Database is mapped on the Site. According to Township Representatives, the Site was historically occupied by the Town Dump with an incinerator. The incinerator is still present on the Site.

PROPOSED SCOPE OF SERVICES

The following sections provide a description of the scope of work to be completed at the 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, and the TRSR, N.J.A.C. 7:26E.

Task 1 – Preliminary Assessment

Landowners seeking to avoid liability under the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 for prior discharges of hazardous substances can attempt to do so by affirmatively establishing the elements of the “innocent purchaser” defense. Establishing “innocence” depends largely, in part, on meeting due diligence requirements to establish that “all appropriate inquiry” into prior ownership and uses of the property was made before acquisition. If an owner knew of a discharge of

hazardous substances and did nothing or should have known but did not because the owner failed to conduct an appropriate inquiry, the defense is defeated.

Like many other states, New Jersey has enacted its own innocent purchaser defense that requires a property owner to demonstrate that it did not know and had no reason to know of discharges of hazardous substance by performing an “all appropriate inquiry” prior to purchase of the property. However, contrary to most states, New Jersey has not adopted the federal All Appropriate Inquiries rule (which requires a standard Phase I assessment) but instead has its own unique definition for satisfying “all appropriate inquiry.” Under N.J.S.A. 58:10-23.11g(d)(2), an “all appropriate inquiry” is defined as “the performance of a preliminary assessment, and site investigation if the preliminary assessment indicates that a site investigation is necessary.”

Items included in the Preliminary Assessment include a review of the following items:

- General environmental permits
- Enforcement actions
- Storage pad including drum and/or waste storage
- Surface impoundments
- Dumpsters
- Loading docks (tanks only)
- Process area sinks and piping which receive process waste
- Roof leaders when process operations vent to the roof
- Drainage swales and culverts
- Storm water detention ponds and fire ponds
- Surface water bodies
- Waste disposal areas, dumps, landfills, or land-farms
- Spray-fields
- Open pipe discharges
- Burn pits
- Incinerators
- Loading or transfer areas
- Waste treatment areas
- Boiler rooms
- Air vents and ducts
- Open areas away from production areas
- Underground piping including industrial process sewers
- Compressor vent discharges
- Non-contact cooling water discharges
- Areas which receive flood or storm water from potentially contaminated areas
- Rail lines, spurs, or sidings
- Wastewater discharge history
- Radioactive materials
- Protectiveness evaluation of approved remedies
- Order of magnitude analysis

As applicable, the PA data-gathering activities includes the identification, review and summary of investigation and remediation activities previously conducted or currently underway at the Site that have not received a No Further Action (NFA) or Response Action Outcome (RAO) determination. The review includes dates of discharges, remedial actions taken, and existing sample results concerning contaminants that remain at the Site. The PA report will include a narrative discussion of the remediation activities that have been conducted at the Site and of known changes in Site conditions and new information developed since completion of the October 2023 ESI Phase I Environmental Site Assessment.

The PA will evaluate past ownership, current and historical site usage, and improvements to the site. Chain of Title data and any other specific information related to the property is to be provided to Matrix by the owner. Access to the Site for site inspection activities must also be provided. Our proposal does not include file reviews of adjacent facilities, if needed, ground penetrating radar, or sampling activities (Phase II).

The PA is designed to meet the diligent inquiry requirements of the Technical Requirements for Site Remediation (Technical Regulations) at N.J.A.C. 7:26E-3.1 and 3.2 to determine if there may be potentially contaminated areas of concern (AOCs) that require further investigation.

PA Report

An electronic DRAFT report will be issued for your review and comment. Upon receipt and consideration of your comments, the FINAL report will be issued upon your authorization. The FINAL report will be provided in electronic format via electronic mail, or via a cloud-based link if the file size is too large to e-mail.

Task 2 – Geotechnical Engineering Services

Matrix will review any available documents pertaining to the site which may include pertinent information to be used in this task. Matrix will provide geotechnical engineering services to investigate subsurface conditions and evaluate their impact on proposed construction. Matrix will prepare the subsurface exploration program which will include a boring location plan on a CAD base plan (to be provided by the client) and proposed sampling depths and intervals. The planned scope of services is described below.

Subsurface Investigation

Prior to the subsurface investigation, the client shall provide a site location plan detailing utility locations currently servicing the site.

Matrix anticipates completing 2 to 3 geotechnical borings to depths of 30 to 50 feet below grade (unless refusal is encountered shallower). Matrix has allotted for 1 day of drilling and an anticipated program will be determined prior to mobilization. It is anticipated that a rubber track ATV or truck rig will be utilized for the borings and that access to the boring locations is assumed to be feasible.

Standard split spoon sampling will be conducted in each boring continuously to a depth of 12 feet below the ground surface (bgs), and at nominal five-foot intervals thereafter, if the conditions warrant. Split spoon samples will be collected using the Standard Penetration Test (SPT) in accordance with ASTM D-1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils.

Matrix will lay out the borings by taping and line of sight measurement using mapping provided by the client and will provide full-time technical observation of the field operations, including logging of the subsurface materials and collection of samples. Samples obtained during the exploration program will be returned to Matrix's office for further examination and testing, as warranted.

If contaminated soil or groundwater is encountered that is deemed detrimental to the health and safety of the field staff, the boring will be terminated and backfilled and the client notified. Matrix will prepare a supplemental proposal for completing the investigation with the required increases in PPE and additional environmental precautions.

The drilling subcontractor will contact the One Call service for general utility mark-out. Additionally, a GPR survey will be conducted to clear all proposed test borings.

Borings advanced greater than 25 feet in depth will be grouted to the ground surface. Excess drill cuttings will be raked adjacent to the borehole.

Soil samples collected during this evaluation will be discarded after six months of the completion of the subsurface investigation unless the client arranges to retrieve the samples from Matrix's storage facility prior to that time.

Geotechnical Laboratory Testing

Matrix will subcontract and arrange for appropriate geotechnical laboratory tests on selected representative soil samples recovered during the field operations. We anticipate performing geotechnical laboratory tests for moisture content, grain size analysis, and Atterberg limits (plasticity indices) to determine the engineering index characteristics of the soils.

Engineering Evaluation

Matrix will evaluate the field and laboratory data to determine the impact of subsurface conditions on the planned construction.

Reporting

Matrix will prepare a geotechnical report of the investigation which will include:

- Boring location plan
- Boring logs including descriptions of the subsurface materials, standard penetration test data
- Description of subsurface conditions
- Laboratory testing results
- Recommendations for excavation and controlled fill
- Recommended geotechnical design parameters
- Foundation recommendations

PROJECT COST AND SCHEDULE

The total cost to conduct the above tasks for the Site is **\$22,260**.

Task 1 – Preliminary Assessment

Labor	\$	7,500.00
Direct Expenses (NJ PA - EDR package)	\$	<u>1,260.00</u>
Task 1 Estimated Costs.....	\$	8,760.00

Task 2 – Geotechnical Engineering Services

Labor and Direct Expenses (Driller, Analytical, Travel).....	\$	<u>13,500.00</u>
Task 2 Estimated Costs.....	\$	13,500.00

TOTAL COSTS **\$22,260.00**

The above work will be completed in accordance with Matrix's Terms and Conditions (Attachment 1). Matrix is prepared to start work on this project immediately after receipt of the notice to proceed. The return of a signed copy of this letter shall constitute authorization to proceed. We thank you for the opportunity to be of service to you on this project.

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Costs assume that all areas are accessible for inspection;
- No additional assessment, investigation or remediation activities are included;
- No client meetings will be required;
- Costs do not include any environmental soil sampling activities;
- Costs do not include future soil or groundwater remediation;
- Costs exclude any NJDEP inspections;

- Costs do not include additional borings or test pits if required beyond the scope of work provided above;
- Costs do not include foundation, slab, or pavement design;
- Costs do not include Site specific seismic evaluation;
- Costs do not include preparation of drawings;
- Costs do not include construction oversight or inspection services;
- Costs do not include any additional NJDEP notification or reporting fees; and
- All external costs will be charged at cost plus 15%.

We thank you for the opportunity to be of service to you on this project. If you have any questions or require any additional information, do not hesitate to contact me at (973) 240-1800 or at amolnar@mnwe.com.

Sincerely,

Allison Molnar

Allison Molnar
Project Manager

PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the above referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Matrix.

Name (please print)

Title (please print)

Signature

Company Name (please print)

Phone Number

E-mail Address

*Date***Contact Information for Invoice (if different than above):**

Name (please print)

Title (please print)

Signature

Company Name (please print)

Street Address, City, State, Zip

Phone Number

E-mail Address

Date

APPENDIX A
MATRIX STANDARD 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.

APPENDIX B
MATRIX FEE SCHEDULE

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.

A RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD FOR ENVIRONMENTAL SERVICES AT 10 CENTRAL AVENUE (BIDDLEMAN, INC.), 18 CENTRAL AVENUE (SELECTO-FLASH), AND 55 LAKESIDE AVENUE (BARTON PRESS)

WHEREAS, on March 3, 2025, 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 services at 10 Central Avenue (Block 9 Lot 32 formerly Biddleman), 18 Central Avenue (Block 9 Lot 36 formerly Selecto-Flash) and 55 Lakeside Avenue (Block 155 Lots 15 & 17 formerly Barton Press), all Township redevelopment properties ; and

WHEREAS, the Township desires to conduct oversight of the groundwater sampling performed by HDR, Inc., contracted for this work by the Environmental Protection Agency (EPA) at these locations that are part of the Orange Valley Regional Groundwater Contamination Superfund Site; and

WHEREAS, Matrix is qualified to do this work and has responsibly performed environmental services for the Township on other projects,

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 \$9,300.00 to complete the scope of work;

AND 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.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: March 11, 2025

**I hereby certify funds are available from ACCOUNT NO.
2021 Capital Budget
03-2662-21-0100-010**

John C. Ditinyak, Chief Financial Officer

Via Email (jabbott@westorange.org & zcarballo@westorange.org)

March 3, 2025

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: James Abbott & Zayibeth Carballo

97-25
Exhibit "A"

**RE: PROFESSIONAL ENVIRONMENTAL SERVICES – EPA OVERSIGHT
NJDEP SITE REMEDIATION SITES
SELECTO FLASH
18 CENTRAL AVENUE
BIDDELMAN, INC.
10 CENTRAL AVENUE
BARTON PRESS
55 LAKESIDE AVENUE
WEST ORANGE, NEW JERSEY
MATRIX NO. 23-1405**

Dear Ms. Carballo and Mr. Abbott:

Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to submit this proposal for professional environmental services. This proposal includes costs for Matrix to provide oversight of groundwater sampling activities being performed by the United States Environmental Protection Agency (EPA) at several Township properties, including; 18 Central Avenue (Former Selecto Flash)(Block 9; Lot 36), 4-10 Central Avenue (Former Biddelman)(Block 9, Lot 32), and 55 Lakeside Avenue (Former Barton Press)(Block 155, Lots 15 and 17). The groundwater sampling activities are associated with on-going investigations related to the Orange Valley Regional Groundwater Contamination Superfund Site and will be conducted by HDR, Inc. on behalf of the United States EPA.

SCOPE OF SERVICES

The scope of services and associated fee is summarized in detail below:

Task 1: Oversight Groundwater Sampling Event Completed by EPA

Matrix will complete third party oversight of HDR, Inc. on behalf of the EPA conducting groundwater sampling at the above referenced properties. The scope of work includes the collection of groundwater samples from select monitoring wells throughout the Township of West Orange and the City of Orange to monitor the impacted groundwater plume associated with the Orange Valley Regional Groundwater Contamination Superfund Site. The monitoring wells located at each of the above referenced Township properties that are included in the proposed sampling schedule are identified below:

- Barton Press Site: Monitoring wells MW-2D, MW-3D, MW-4D, and MW-6D
- Selecto Flash Site: Monitoring wells MW-1DS, MW-4D, and MW-5D
- Biddelman Site: Monitoring wells MW-1D, MW-2D, and MW-12D

Each of the above referenced monitoring wells will be sampled for chlorinated volatile organic compounds (CVOCs), metals, and per- and polyfluoroalkyl substances (PFAS). Please note that the NJDEP requires all EPA Superfund Sites to be sampled for PFAS. Matrix has budgeted three (3) days of oversight for each sampling event for the above scope of work and will only invoice actual time spent. No sampling will be completed by Matrix. Based on the executed access agreements between the EPA and the Township, potentially two (2) additional rounds of groundwater sampling were required at the above referenced properties. The first event was completed in August 2024 with Matrix oversight.

Based on an EPA email on February 27, 2025, the second sampling event will be completed during the week of March 10, 2025. Please note that this scope of work and costs includes oversight of up to two (2) sampling events.

This task will also include the review and tabulation of groundwater analytical results which will be provided by the EPA to Matrix and the Township. This task includes project management, NJDEP and EPA correspondence and coordination, and time for conference calls and/or meetings with the project team.

COSTS

The following are our fixed fee costs for the tasks described herein. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1 – Oversight Groundwater Sampling Event Completed by EPA

Labor	\$9,100
Expenses (Travel)	\$200
Cost for Scope of Work.....	\$9,300

CLOSING

Any item listed above which is not ordered will not be billed. 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.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services. This proposal is submitted solely and exclusively for the use of the 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.

This proposal does not include any 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 signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

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
Allison Molnar
Project Manager

Mark Sprengel
Mark Sprengel, LSRP
Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

**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.

**ATTACHMENT 2
FEE SCHEDULE**

2025 PERSONNEL RATES

TITLE	HOURLY RATE
Expert Professional	\$350.00
Managing Director III	\$320.00
Managing Director II	\$300.00
Technical Director III	\$300.00
Managing Director I	\$280.00
Technical Director II	\$280.00
Technical Director I	\$260.00
Project Manager IV	\$245.00
Senior Professional IV	\$245.00
Project Manager III	\$230.00
Senior Professional III	\$230.00
Project Manager II	\$215.00
Senior Professional II	\$215.00
Project Manager I	\$195.00
Senior Professional I	\$195.00
Project Professional IV	\$185.00
Technical Specialist VIII	\$185.00
Project Professional III	\$175.00
Technical Specialist VII	\$175.00
Project Professional II	\$165.00
Technical Specialist VI	\$160.00
Project Professional I	\$155.00
Technical Specialist V	\$150.00
Staff Professional IV	\$145.00
Staff Professional III	\$135.00
Technical Specialist IV	\$135.00
Technical Specialist III	\$125.00
Staff Professional II	\$120.00
Technical Specialist II	\$115.00
Staff Professional I	\$110.00
Technical Specialist I	\$105.00
Administrative Support II	\$80.00
Administrative Support I	\$70.00

REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11 to 18 x 24	\$0.25/sheet
Black & White Copy 24 x 36 to 30 x 42	\$3.25/sheet
Color Copy 8½ x 11 to 11 x 17	\$0.50/sheet
Color Copy 24 x 36 to 30 x 42	\$35.00/sheet
Mylar 24 x 36	\$40.00/sheet
Mylar 30 x 42	\$60.00/sheet
Robotic per diem	\$350.00
Scanner per diem	\$475.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost
Mileage expenses	Federal rates

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

RESOLUTION No. 98-25

**Resolution authorizing application to the Hazardous Discharge Site
Remediation Fund for
Barton Press Site including Block 115, Lots 15 and 17
located at 55 Lakeside Avenue**

WHEREAS, the State of New Jersey Department of Environmental Protection (NJDEP) through the Hazardous Discharge Site Remediation Fund (HDSRF), has grant available to municipalities for the purpose of funding Preliminary Assessments (PA), Site Investigations (SI), Remedial Investigation (RI), and Remedial Action (RA) and to determine the existence or extent of hazardous substance discharge conditions on properties; and

WHEREAS, the Township of West Orange wishes to conduct PA/SI/RI/RA with respect to the property located at 55 Lakeside Avenue and designated as Block 115, Lots 15 and 17 (subject property); and

WHEREAS, the Township of West Orange has acquired the property by voluntary conveyance for the purposes of redevelopment; and

WHEREAS, Matrix New World (“Matrix”) is qualified to prepare and submit all applications for such funding; and

WHEREAS, the Township of West Orange is committed to the redevelopment of the Subject Property within a three-year period after completion of the remediation.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township authorizes Matrix to submit an application to NJDEP for a HDSRF for the funding PA/SI/RI/RA public entity grant.

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

ATTEST:

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

Susan McCartney, Mayor

Joe Krakoviak, Council President

Adopted: March 11, 2025

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, SUBSECTION
61, PEDESTRIAN SAFETY ADVISORY BOARD OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE ESTABLISHING A
COMPLETE AND GREEN STREETS ADVISORY COMMITTEE AND CREATING A
COMPLETE AND GREEN STREETS POLICY**

WHEREAS, safe, convenient, accessible, equitable, healthy, and environmentally and economically beneficial transportation for all users is a priority of the **Township of West Orange** and

WHEREAS, Complete and Green Streets is a means to provide a comprehensive, integrated, connected multi-modal network of transportation options through planning, design, construction, maintenance, and operation of new and retrofit transportation facilities along the entire right-of-way for all roadway users of all ages and abilities; and

WHEREAS, The **Township of West Orange** established a Complete Streets Policy by adopting Resolution No. 13-02 executed by Planning Board Secretary on the 9th day of July 2013; and

WHEREAS, the Mayor and Council wishes to amend and add to its Complete Streets policy with a new Complete and Green Streets Policy to allow for safe, accessible, and convenient travel, reducing serious injuries and fatalities for all users of the roadway; and

WHEREAS, “all users” include motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods, persons with disabilities, older adults, and residents of Priority Communities; and

WHEREAS, Complete and Green Streets allows for multiple modes of travel, aside from personal automobiles, so that those who are unable to drive, who cannot afford a car, or choose to reduce their car usage may travel by transit, by bicycle, or on foot safely; and

WHEREAS, Complete and Green Street policies support the goals of the **Township of West Orange** master plan and supporting elements; and

WHEREAS, New Jersey is federally designated as a Pedestrian and Bicycle Safety Focus State due to high numbers of pedestrian/bicycle-involved fatalities, and New Jersey’s pedestrian fatality rate continues to significantly exceed the national average; and

WHEREAS, traffic crashes are preventable and the only acceptable number of traffic deaths for the **Township of West Orange** is zero; and

WHEREAS, Complete Streets that incorporate sustainable Green Streets design elements, such as green stormwater infrastructure, traffic calming treatments, shade trees, and the use of recycled materials, protect and create a healthier natural and social environment, improve air and water quality, and reduce localized flooding; and

WHEREAS, Complete and Green Streets implementation enhances access to local businesses, encourages reinvestment, increases property values and employment, and stimulates private investment, especially in retail districts, downtowns, and tourist areas; and

WHEREAS, Complete and Green Streets encourage an active lifestyle through increased physical activity, social connectivity, and sense of community belonging, thereby lowering risk of obesity, reducing chronic disease, improving mental health, and promoting wellness; and

WHEREAS, Complete and Green Streets implementation provides the opportunity to enhance the historic character of our communities and our understanding of our shared history in a way that promotes the economic and social vitality of our communities and should be considered in the design of infrastructure improvements; and

WHEREAS, procedures should be implemented that ensure fair treatment, equitable funding and resource distribution, and meaningful involvement of all communities in all phases from selection, planning, and design to construction and long-term maintenance; and

WHEREAS, a balanced and flexible transportation system where all people can easily and safely walk and bicycle to everyday destinations — such as schools, shops, restaurants, businesses, parks, transit, and jobs — enhances neighborhood economic vitality and livability; and

WHEREAS, low- and moderate-income areas, whether in rural, urban, or suburban communities, are typically the least safe for pedestrians and bicyclists, especially for children walking and biking to school, due to long-standing infrastructure disparities and higher concentration of streets with faster-moving and higher-volume traffic; and

WHEREAS, implementation of the Complete and Green Streets policy should not negatively impact the affordability of the neighborhood for current residents; and

WHEREAS, the Complete and Green Streets policy applies to new, reconstruction, retrofit, and resurfacing projects, including design, planning, construction, maintenance and operations, for the entire right-of-way; and

WHEREAS requests for all exceptions must be submitted in writing, with supporting documentation, and made publicly available with a minimum of 30 days allowed for public input; and

WHEREAS, all initial planning, concept and design studies of infrastructure projects consider design elements that improve public health, environment, economy, equity, and safety.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of West Orange, State of New Jersey, that Chapter 2-61: “Pedestrian Safety Advisory Board” of the Township’s Revised General Ordinances is hereby amended and supplemented to include “Complete and Green Streets Policy” and adopts the Complete and Green Streets Policy attached hereto, and made part of this Ordinance as follows:

2-61.7-West Orange Complete and Green Streets Policy

Township of West Orange shall develop an integrated and connected multimodal transportation system of Complete and Green Streets that serve all neighborhoods and populations. Towards this end:

1. All transportation projects shall result in Complete and Green Streets that allow safe, environmentally healthy, economically sound, equitable, accessible, and convenient travel along and across streets for users of all ages and abilities and for all modes of transportation, including motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods and strive to meet the following goals:
 - a. Environment: Improve air and water quality; reduce flooding; mitigate traffic congestion.
 - b. Safety: Eliminate all road fatalities, significantly reduce crash severity and injury, and improve personal safety through increasing the number of people walking and bicycling.
 - c. Economic: Stimulate economic prosperity.
 - d. Health: Increase physical activity and social connectivity with the goal of lowering the risk of obesity, reducing chronic disease and promoting wellness.
 - e. Equity: Implement policies and distribute funding and other resources equitably and responsibly in all neighborhoods, particularly in Priority Communities; improve non-motor vehicle transportation systems.
2. This section shall apply to all public and/or private transportation projects, including those using funds awarded by federal, state, regional, county, municipal, or any other public agency. This shall

include new construction, reconstruction, resurfacing, restoration, repaving, rehabilitation, private development projects, and maintenance of highways, roads, and streets.

3. The **Mayor**, and the **Municipal Engineer and Planner** shall routinely work in coordination with each other and adjacent jurisdictions, and any relevant advisory committees/teams, to implement Complete and Green Streets and to ensure consistency with the **Municipal** Master Plan and Elements and any other existing Pedestrian/Bicycle/Multimodal Plans, Stormwater Management Plans, Pollution Prevention Plans, and Historic Preservation Plans.
4. Within two years of the effective date of this Policy, the **Council** shall inventory and audit procedures, policies, plans, documents, training programs, performance measures and other guidance documents to be consistent with this policy. The purpose of this audit is to identify areas where tenets of this policy will need to be incorporated. This includes, but is not limited to, funding, planning, designing, operating, and maintaining transportation infrastructure. The **Council** will use this audit to incorporate this policy as updates to its procedures, plans, policies, etc. as they are scheduled.
5. Transportation projects and Master and Capital Plans shall include, when appropriate, sustainable design elements, including, but not limited to:
 - a. Green stormwater infrastructure practices
 - b. Traffic calming
 - c. Shade trees and other vegetation
 - d. Rain gardens
 - e. Bioswales
 - f. Permeable pavements — including those made from recycled materials such as rubber, concrete, glass, and plastic.
6. Transportation projects and Master and Capital Plans shall include, where appropriate, pedestrian and bicycle design elements and transit amenities, including but not limited to: curb extensions, sidewalks, radar feedback signs, pedestrian countdown signals, pedestrian refuge islands, road diets, lane width reductions, chicanes, roundabouts, bike lanes, protected bike lanes, bike parking, lighting, wayfinding, seating, trash receptacles, transit amenities, etc.

7. The **Council** shall utilize the most current editions of guides, manuals, and best practices on street design, historic preservation, construction, operations, and maintenance that apply to bicycle, pedestrian, transit, stormwater and highway facilities. All manuals, standards, and guidelines shall be made publicly available online.
8. The **Mayor** shall lead the implementation of this Policy and formally coordinate with the **Director of Planning, Municipal Engineer, Economic Development Commission, Downtown West Orange Alliance, Public Works, Director of Health, etc.** with advice and input from **Planning Board, Zoning Board, Pedestrian Safety Advisory Board, Land Use Committee, Environmental Commission, etc.** to set benchmarks to ensure the successful implementation of the Complete and Green Streets Policy including in Priority Communities consistent with Environmental Justice principals.

Key Terms & Definitions

Complete Streets: An integrated transportation network designed to enable safe and convenient travel and access along and across streets for all users of all ages and abilities, including pedestrians, bicyclists, motorists, movers of commercial goods, and transit riders.

Environmental Justice: Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

Meaningful involvement means that:

1. People have an opportunity to participate in decisions about activities that may affect their environment and/or health.
2. The public's contribution can influence the regulatory agency's decision.
3. Community concerns will be considered in the decision-making process; and
4. Decision makers will seek out and facilitate the involvement of those potentially affected.

Green Streets: Streets with landscaped features installed in the rights-of-way that capture and allow stormwater runoff to soak into the ground, while still preserving the primary function of a street as a conduit for pedestrians, bicyclists, motorists, and transit riders. Stormwater runoff is excess water generated from rain and snowmelt events that flow over impervious surfaces, such as paved streets, parking lots, and building rooftops, and does not soak into the ground.

Green Street Stormwater Infrastructure Practices: Includes types of green infrastructure techniques used to manage stormwater, including but not limited to:

1. Street tree trenches/boxes: utilize soil, gravel, and plants to infiltrate and filter stormwater runoff from impervious surfaces
2. Bioswales: shallow channels that convey, slow down, and infiltrate stormwater runoff.
3. Vegetated curb bump outs: a vegetated curb extension that protrudes into the street either mid-block or at an intersection, creating a new curb some distance from the existing curb.
4. Permeable pavement: a stormwater drainage system that allows rainwater and runoff to move through the pavement's surface to a storage layer below, with water eventually seeping into underlying soil. Types of permeable pavement include pervious concrete, porous asphalt, interlocking concrete pavers, and grid pavers.

Green Stormwater Infrastructure: An approach to managing stormwater by infiltrating it in the ground where it is generated using vegetation or porous surfaces, or by capturing it for later reuse. Infiltration is when water falls to the earth as precipitation and seeps into the soil.

Priority Communities: The term Priority Communities refers to categories of underserved and adversely impacted populations. There is a wide range of definitions used to quantify and locate underserved populations developed by agencies and organizations dedicated to social equity by law or mission.

Each municipality should evaluate who and where there are concentrations of underserved or marginalized populations based on available data. Below are some of the categories to consider when defining Priority Communities:

1. Minority Concentrations
2. Low-Income Concentrations
3. Other Indicators of Underserved and Adversely Impacted Populations:
 - a. Female Head of Household with Children
 - b. Persons with Limited English Proficiency
 - c. Carless Households
 - d. Elderly Populations/Children
 - e. Persons with Disabilities
 - f. Hispanic Populations
 - g. Other Ethnic Minorities
 - h. Families in Poverty with Children

Traffic Calming: The combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. Traffic calming objectives include:

1. Achieving slow speeds for motor vehicles
2. Reducing collision frequency and severity
3. Increasing the safety and the perception of safety for non-motorized users of the street(s)

4. Reducing the need for police enforcement
5. Enhancing the street environment (e.g., streetscaping)
6. Encouraging water infiltration into the ground using Green Street stormwater infrastructure practices
7. Increasing access for all modes of transportation, and reducing cut-through motor vehicle traffic

Transit Amenities: Include seating, shelter and shade, wayfinding signage, trash and recycling cans, lighting, route information, bike infrastructure (lockers, racks, fix-it stations, depots, bikeshare, etc.).

Transportation Facility: A facility consisting of the means and equipment necessary for the movement of people or goods; any road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the transportation of persons or goods together with any buildings, structures, parking areas, appurtenances, and other property needed to operate such facility; however, a commercial or retail use or enterprise not essential to the transportation of people or goods shall not be considered a transportation facility.

Transportation Project: Any public and/or private land development, project, program, or practice that affects the transportation network or occurs in the public right-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance (excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within a jurisdiction (including alleys, bridges, frontage roads, and other elements of the transportation system).

Public Participation

1. The **Mayor** shall establish a Complete and Green Streets Advisory Committee to help the **Township of West Orange** comply with the Complete and Green Streets Ordinance and to provide ongoing feedback to the **Municipality** related to the implementation of the Complete and Green Streets Ordinance. The Complete and Green Streets Advisory Committee shall consist of a broad group of stakeholders including:
 - a. **Municipal** Elected Officials

- b. Law Enforcement
- c. Public Works
- d. Planners
- e. Engineers
- f. Emergency Medical Services (EMS)
- g. Appointed Municipal or County Commissioners
- h. Fire
- i. Schools
- j. Business and Developer Community
- k. Civic and Advocacy Groups
- l. Public Health Professionals
- m. Transit Professionals
- n. Community Members, including Persons with Disabilities, Senior and Youth Organizations, Persons Representing Priority Communities
- o. EZ Ride, Regional Transportation Management Association
- p. Pedestrian Safety Advisory Board.

Beginning with the planning stage, **Township of West Orange** shall identify an existing process or develop a new process that allows for public participation in decision-making concerning the planning, design, and use of streets and roadways covered by this Policy.

Exceptions

1. A transportation project may not be required to accommodate the needs of a particular user group if the ***Council's representative*** determines in writing that:
 - a. The use of the transportation facility by the particular user group is prohibited by law;
 - b. Regulatory compliance requirements preclude accommodations.
 - c. There is a demonstrated absence of both a current and future need to accommodate the category of user (absence of future need may be shown via demographic, school,

- employment, and public transportation route data that demonstrate, for example, a low likelihood of bicycle, pedestrian, or transit activity in an area over the next 20 years); and
- d. The adverse impacts of implementing this Complete and Green Streets Policy significantly outweigh the benefits
 - e. In New Jersey, relatively few roads are closed to bicycle traffic. However, toll roads and some freeways, including interstates, are closed to bicyclists
 - f. Wetlands on both sides of a narrow roadway could pose a significant environmental constraint, preventing the construction of separated and adjacent bicycle facilities. If so, other accommodations should be explored to improve safety for bicyclists, for example, adding “sharrows” or identifying alternative convenient bike routes.
2. However, every effort to work within the flexibility allowed should be made, including Design Exceptions for roadway projects.
 3. An exception shall be granted only if:
 - a. Request for an exception is submitted **in writing** to the **Council** with supporting documentation, and made publicly available with a minimum of 30 days allowed for public input; and
 - b. The exception is approved **in writing** by the **Council**, and the written approval is made publicly available.

Program Reporting

1. The **Land Use Board for Planning and Zoning** shall establish benchmarks reflecting the ability of all users to travel safely and conveniently along highways, roads and streets.
2. Each such **Land Use Board for Planning and Zoning** shall also develop plans and set benchmarks to ensure the successful implementation of the Complete and Green Streets policy in Priority Communities consistent with Environmental Justice principals. On or before of each **end of the fiscal year** each such agency shall prepare an initial report to identify barriers, and propose solutions to successful implementation of the Complete and Green Streets policy including in Priority Communities.
3. Each such **Land Use Board for Planning and Zoning** shall assign appropriate responsibility to collect and monitor data under municipal jurisdiction, including in Priority Communities, to determine compliance with the **Township's** benchmarks. Benchmarks shall include but are not limited to:

- a. Mileage of new and existing bicycle infrastructure, including in Priority Communities (e.g., bicycle lanes, bike parking, paths, and boulevards)
 - b. Linear feet (or mileage) of new and existing pedestrian infrastructure (e.g., sidewalks, trails, transit amenities)
 - c. Number of new and existing ADA-compliant infrastructure (e.g., curb ramps, pedestrian buttons)
 - d. Number of new and existing street trees
 - e. Number of green street practices (e.g., rain gardens, bioswales, permeable pavement)
 - f. Number of new and existing pedestrian and bicycle lighting improvements
 - g. Bicycle and pedestrian counts
 - h. Commute mode percentages (e.g., drive alone, carpool, transit, bicycle, walk)
 - i. The number and percentage of designated transit stops accessible via sidewalks and curb ramps
 - j. The number, locations, and causes of collisions, injuries, and fatalities by each mode of transportation
 - k. The percentage of children walking or bicycling to school
4. All benchmarks established by the **Township of West Orange** shall be disaggregated by race/ethnicity, neighborhood, and vehicle ownership when feasible.
 5. Each such **Land Use Board for Planning and Zoning** shall provide a report on an annual basis to the **Council** to allow them to evaluate implementation of the Complete Street policy. Each annual report shall include the data collected pursuant to Program Reporting, as well as a list of ongoing and completed transportation projects during that fiscal year. If any exceptions are applied to transportation projects pursuant to Exceptions to Complete and Green Streets Requirements herein, such projects and the relevant exceptions should be identified in the annual report. All benchmarks and reports shall be made publicly available online.

Adoption of Complete and Green Streets Checklists

1. The **Land Use Board for Planning and Zoning** shall develop and adopt one or more Complete and Green Streets Checklists to be used during the project selection, planning, designing, construction, funding and maintenance of all transportation projects.
2. Each item in the checklist must include an area to provide a brief description for how the item is addressed, not addressed, or not applicable to the Complete and Green Streets policy.
3. The checklist shall explain the process for granting exceptions and indicate who is responsible for approving any exceptions before they are granted.

4. The ***Land Use Board for Planning and Zoning*** shall be responsible for completing the checklists and/or reviewing the checklists.
5. A Complete and Green Streets checklist shall entail but is not limited to:
 - a. Existing pedestrian, bicycle, transit, motor vehicle, and truck/freight accommodations (facilities) and operations
 - b. Traffic volumes
 - c. Existing safety and/or access issues, and Americans with Disabilities Act (ADA) compliance
 - d. Land use within the study area, including trip generators
 - e. Existing and proposed streetscape elements including furniture, trees or other environmental and stormwater enhancements
 - f. Review of existing plans
 - g. Proposed pedestrian, bicycle, transit, motor vehicle, and truck/freight accommodations (facilities) and desired future operations
 - h. ADA compliance of the proposed design
 - i. Compatibility with the surrounding land use and density
 - j. Consistency with applicable design standards and guidelines
 - k. Opportunities to improve public health through physical activity and mobility options
 - l. Opportunities to manage stormwater through green infrastructure
6. All Complete and Green Street checklists shall be made accessible online and available to the Complete and Green Streets Advisory Body.

Effective Date

The Complete and Green Streets policy shall take effect on **February 11, 2025** provided that it shall not apply to any transportation project for which a preliminary design has been completed on or before **December 31, 2024**.

NOW THEREFORE, BE IT RESOLVED, the **Township of West Orange** adopts the Complete and Green Streets Policy attached hereto, and made part of this Ordinance;

NOW, THEREFORE, be it resolved that the Mayor and Municipal Council adopts the attached Complete Streets Policy, goals and objectives.

BE IT FURTHER ORDAINED, that the remainder of Chapter 2 shall remain unchanged.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

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.

Susan McCartney, Mayor

A rectangular box containing a handwritten signature in black ink that reads "Joe Krakoviak".

Karen J. Carnevale, Municipal Clerk

Joe Krakoviak, Council President

Introduced: January 25, 2025

Adopted: February 28, 2025

Memorialized: March 11, 2025

LEGISLATIVE HISTORY

This Ordinance amends and supplements Chapter 2-61: “Pedestrian Safety Advisory Board” of the Township’s Revised General Ordinances to include to create a complete and green streets advisory committee and amending a complete and green streets policy. This policy provides the Township with a strong and effective strategy for achieving Complete and Green Streets.

The complete green streets policy provides the Township the opportunity to meet the criteria needed to gain recognition and apply for grant funds.

Concept Development Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
EXISTING BICYCLE, PEDESTRIAN AND TRANSIT ACCOMMODATIONS	Are there accommodations for bicyclists, pedestrians (including ADA compliance) and transit users included on or crossing the current facility? Examples include (but are not limited to): • Sidewalks • Signalized or protected crosswalks • Pedestrian-scale lighting • Multi-use trails • Public seating • Bike racks • Transit shelters				
EXISTING BICYCLE AND PEDESTRIAN OPERATIONS	Has the existing bicycle level of traffic stress and pedestrian suitability on the current transportation facility been identified? Have the bicycle and pedestrian conditions within the study area, including pedestrian and/or bicyclist treatments, volumes, important connections and lighting been identified? Do bicyclists/pedestrians regularly use the transportation facility for commuting or recreation? Are there physical or perceived impediments to bicyclist or pedestrian use of the transportation facility?				

Concept Development Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
EXISTING BICYCLE AND PEDESTRIAN OPERATIONS (continued)	Have the existing volumes of pedestrian and/or bicyclist crossing activity at intersections including midblock and nighttime crossing been collected/provided?				
	Are there multi-use trails in the area that can be connected to this transit center/bus stop/network/area?				
EXISTING TRANSIT OPERATIONS	Are there existing transit facilities within the project area, including bus and train stops/stations?				
	Is the transportation facility on a transit route?				
	Is the transportation facility within two miles of "park and ride" or "kiss and go" lots?				
	Are there existing or proposed amenities including pedestrian seating/shelters, bicycle racks or parking available at these lots or transit stations? Are there bike racks on buses that travel along the facility?				
PUBLIC PARTICIPATION	Has there been a clear process for public participation?				
	Are project Concept Development Checklists currently available on-line?				

EXISTING MOTOR VEHICLE OPERATIONS	Are there existing concerns within the study area, regarding motor vehicle safety, traffic volumes/ congestion or access?				
--------------------------------------	--	--	--	--	--

Concept Development Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
EXISTING TRUCK/ FREIGHT OPERATIONS	Are there existing concerns within the study area, regarding truck/ freight safety, volumes, or access?				
EXISTING ACCESS AND MOBILITY	Are there any existing access or mobility considerations, including ADA compliance?				
	Are there any schools, hospitals, senior care facilities, educational buildings, community centers, residences or businesses of persons with disabilities within or proximate to the study area?				
LAND USE	Have you identified the predominant land uses and densities within the study area, including any main street, historic districts or special zoning districts?				
	Is the transportation facility in a high-density land use area that has pedestrian/bicycle/motor vehicle and transit traffic?				
MAJOR SITES	Have you identified the major sites, destinations, and trip generators within or proximate to the study area, including prominent landmarks, employment centers, recreation, commercial, cultural and civic institutions, schools, and public spaces?				

Concept Development Checklist					
item to be addressed	checklist consideration	yes	no	n/a	required description
EXISTING STREETScape	Are there existing or planned street trees, planters, buffer strips, or other environmental enhancements such as drainage swales within the study area?				
RESURFACING	Can additional road uses be supported and/or safety improved by reconfiguring lanes within the same roadway width? Examples include but not limited to, lane narrowing, lane reconfiguration, lane reduction (road diet), on-street bicycle parking, high visibility crosswalks, painted curb extension, etc.				

EXISTING PLANS	Are there any comprehensive planning documents that address bicyclist, pedestrian or transit user conditions within or proximate to the study area? Examples include (but are not limited to): • School Travel Plans • Municipal or County Master or Redevelopment Plan • Local, County and Statewide Bicycle and Pedestrian Plans • Local, County and Regional Trail Plans • Sidewalk Inventories • MPO Transportation Plan • NJDOT Designated Transit Village			
IMPERVIOUS COVER	Is there an opportunity to remove impervious surface as part of this project?			

Concept Development Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
PRIORITY COMMUNITIES	Does the project area include Priority Communities (as defined by Complete Streets)?				
SAFETY	Does the crash history of the study area include injuries and fatalities of all road users?				
STORMWATER MANAGEMENT	Does the project area have a history of flooding? Is the project area in a combined sewer system and subject to combined sewer overflows?				
	Does nonpoint source pollution from the project area generate runoff that flows into a critical water body?				
PUBLIC HEALTH	Does the Community Health Needs Assessment (CHNA) or Community Health Improvement Plan (County Health Department) identify need for health improvements in the project area? Examples include health in safe zones, increases in number/length of walking/ bicycling paths.				

Municipal or County Planner Sign-Off

statement of compliance	yes	no	If NO, please describe why (refer to Exemptions Clause)
The plan or roadway improvement accommodates bicyclists, pedestrians, transit users of all ages and abilities, and addresses the related public health, Priority Communities, and environmental goals as set forth in the [municipality/ county] Complete Streets Policy.			

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
BICYCLIST, PEDESTRIAN, AND TRANSIT ACCOMMODATIONS	Does the proposed project design include accommodations for bicyclists described in the NJDOT Complete Streets Design Guide? Examples include (but are not limited to): Bicycle facilities: • Bicycle path/bicycle lane/ bicycle route/bicycle boulevard • Bicycle actuation at signals (loop detectors and stencil or other means) • Signs, signals and pavement markings specifically related to bicycle operation on roadways or shared-use facilities • Bicycle safe inlet grates Bicycle amenities: • Call boxes (for trail or bridge projects) • Drinking fountains (also for trail projects) • Secure long term bicycle parking (e.g., for commuters and residents) • Secure short-term bicycle parking				

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
BICYCLIST, PEDESTRIAN, AND TRANSIT ACCOMMODATIONS (continued)	Have you coordinated with the corresponding transit authority to accommodate transit users in the project design? <u>Transit facilities:</u> transit shelters, bus turnouts <u>Transit amenities:</u> public seating, signage, maps, schedules, trash and recycling receptacles				
BICYCLIST AND PEDESTRIAN OPERATIONS	Is the proposed design consistent with the desired future bicycling, walking and trail plans (e.g., Master Plan/ Elements) within the project area including safety, volumes, comfort and convenience of movement, important walking and/or bicycling connections, and the quality of the walking environment and/or availability of bicycle parking?				
TRANSIT OPERATIONS	Does the proposed design address the desired/anticipated future transit conditions within the project area, including bus routes and operations and transit station access to support transit usage and users?				

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
MOTOR VEHICLE OPERATIONS	Does the proposed design address the desired future motor vehicle conditions within the project area, including volumes, access, important motor vehicle connections, appropriateness of motor vehicle traffic to the particular street (e.g., local versus through traffic) and the reduction of the negative impacts of motor vehicle traffic?				
TRUCK/FREIGHT OPERATIONS	Does the proposed design address the desired future truck conditions within the project area, including truck routes, volumes, access, mobility and the reduction of the negative impacts of truck traffic?				
ACCESS AND MOBILITY	Does the proposed design address accommodations for those with access or mobility challenges such as the disabled, elderly, and children, including ADA compliance? Examples include (but are not limited to): Curb ramps, including detectable warning surface; accessible signal actuation; adequate sidewalk or paved path (length & width or linear feet); acceptable slope and cross-slope (particularly for driveway ramps over sidewalks, over crossings and trails); and adequate green signal crossing time				

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
LAND USE	Is the proposed design compatible with the predominant land uses and densities within the project area, including any historic districts, main streets, or special zoning districts?				
MAJOR SITES	Can the proposed design support the major sites, destinations, and trip generators within or proximate to the project area, including prominent landmarks, commercial, cultural and civic institutions, and schools, public spaces?				
STREETSCAPE	Does the proposed design include landscaping, street trees, planters, buffer strips, or other environmental enhancements such as drainage swales?				
DESIGN STANDARDS OR GUIDELINES	Does the proposed design follow all applicable design standards or guidelines appropriate for bicycle and/or pedestrian facilities? Examples include (but are not limited to): American Association of State Highway and Transportation Officials (AASHTO) – A Policy on Geometric Design of Highway and Streets, Guide for the Development of Bicycle Facilities, Guide for the Planning, Design, and Operation of Pedestrian Facilities; Public Right-of-Way Accessibility Guide (PROWAG);				

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
DESIGN STANDARDS OR GUIDELINES (continued)	Manual on Uniform Traffic Control Devices (MUTCD); Americans with Disabilities Act Accessibility Guidelines (ADAAG); National Association of City Transportation Officials (NACTO) — Urban Bikeway Design Guide; Urban Streets Stormwater Guide; New Jersey Department of Transportation (NJDOT) — Complete Streets Design Guide; Roadway Design Manual; Smart Transportation Guidebook. Rutgers University — Green Infrastructure Guidance Manual; ITE — Designing Walkable Urban Thoroughfares				
SAFETY	Does the proposed project design include elements from the FHWA Proven Safety Countermeasures? Examples include, but are not limited to, road diets, medians and pedestrian islands, lead pedestrian intervals, etc.				
STORMWATER MANAGEMENT	Has an impervious cover assessment been performed and have impervious surface areas been minimized while meeting engineering standards and guidelines?				

Preliminary Engineering Checklist					
item to be addressed	checklist consideration	yes	no	n/a	required description
STORMWATER MANAGEMENT (continued)	Has an impervious cover reduction action plan been completed for the project area, and does the project design include elements to reduce the impacts of stormwater runoff from impervious surfaces? Examples include (but are not limited to): • Bioretention and rain gardens • Bioswales • Stormwater planters • Tree filter boxes				
Municipal or County Engineer Sign-Off					
statement of compliance		yes	no		If NO, please describe why (refer to Exemptions Clause)
The plan or roadway improvement accommodates bicyclists, pedestrians, transit users of all ages and abilities, and addresses the related public health, Priority Communities, and environmental goals as set forth in the [municipality/ county] Complete Streets Policy.					

Construction Checklist						
Item to be addressed	Checklist consideration	yes	no	n/a	Required description	
Maintenance of Traffic	During construction, will safe access be maintained for all users, including pedestrians, bicyclists, transit users, and delivery vehicles?					
Detours	Will detour routes for all users on site or nearby be provided and clearly marked, including advanced warning signs?					

Construction Official Sign-Off				
Statement of Compliance		yes	no	If NO, please describe why (refer to Exemptions Clause)
The plan or roadway improvement accommodates bicyclists, pedestrians, transit users of all ages and abilities, and addresses the related public health, Priority Communities, and environmental goals as set forth in [municipality/ county] Complete Streets Policy.				

Maintenance Checklist					
Item to be addressed	Checklist consideration	yes	no	n/a	Required description
Street Cleaning	Does the street cleaning include the shoulder or roadway to the curb?				
	Are the sidewalks cleaned on a regular basis?				
Snow Removal	Does snow plowing block or push snow into crosswalks, blocking clear access?				
	Does the Municipality or County shovel out crosswalks or enforce residential requirements to clean snow from the crosswalk right of way?				
Re-striping	Can additional road uses be supported and/or safety improved by reconfiguring lanes within the same roadway width? Examples include (but are not limited to): • Lane narrowing • Lane reconfiguration • Lane reduction (road diet) • On-street bicycle parking • High-visibility crosswalks • Painted curb extension, etc.				
Stormwater Management	Does the maintenance plan include procedures to unobstruct drainage (e.g., inlets, curb-cuts, grates, etc.) into the green infrastructure facility? Has landscaping been maintained?				

Maintenance/Public Works Sign-Off			
Statement of Compliance	yes	no	If NO, please describe why (refer to Exemptions Clause)
The Municipality or County roadway maintenance and snow removal plan accommodates bicyclists, pedestrians, and stormwater management installations as set forth in [municipality/county] Complete Streets Policy.			

**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
<i>21 Lafayette Street (Ord. 2826-23)</i>	<i>1</i>	<i>Beginning 217 feet south of the southerly curb line of Cary Street and extending 19 feet south.</i>
<i>5 Glennon Place (Ord. 2809-23)</i>	<i>1</i>	<i>Beginning 82 feet west of the westerly Curb line of Sayers Place and extending 21 feet west.</i>
<i>14 Fremont Street (Ord. 2639-21)</i>	<i>1</i>	<i>Beginning 215 feet north of the northerly curblineline of Samuel Street extended to the westerly curblineline of Fremont Street and extending 20 feet north.</i>
17 Meade Street	1	Beginning 213 feet south of the southerly curb line of Burnside Street

(Orange) extended, and extending 20 feet south.

11 Virginia Avenue	1	Beginning 190 feet west of the westerly curb line of Harrison Avenue and extending 20 feet west.
17 Curtis Avenue	1	Beginning 412 feet west of the westerly curb line of Pleasant Valley Way, and extending 20 feet west.
64 Mitchell Street	1	Beginning 272 feet west of the westerly curb line of Valley Road and extending 20 feet west.

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

**JOSEPH KRAKOVIAK,
COUNCIL PRESIDENT**

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

INTRODUCED: February 11, 2025

ADOPTED: February 25, 2025

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 17 Meade Street, 11 Virginia Avenue, 17 Curtis Avenue, and 64 Mitchell Street.

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.

Additionally, 3 restricted parking zones will be eliminated after the permitted residents moved away and the spaces are no longer needed.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-23.1, TURN PROHIBITIONS, 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. Subsection 7-23.1, Turn Prohibitions, 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*):

Intersection	Turn Prohibited	Hours/ Days	Movement Prohibited
Glenview Drive and Northfield Avenue	Left	All	Southbound on Glenview Drive to Eastbound on Northfield Avenue

Section 2. If any provisions of this 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 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 approved by the County of Essex, Board of Chosen Freeholders.

SUSAN MCCARTNEY, MAYOR

**JOSEPH KRAKOVIAK,
COUNCIL PRESIDENT**

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

INTRODUCED: February 11, 2025

ADOPTED: February 25, 2025

LEGISLATIVE HISTORY

This Ordinance will prohibit left turns from Glenview Drive southbound to Northfield Avenue eastbound during all hours. This Prohibition was requested by the West Orange Police Traffic Division after two recent auto/pedestrian accidents. There is an unregulated pedestrian crossing at this intersection that allows residents of the neighborhood to cross Northfield to the eastbound side to access the bus stop. This Ordinance is designed to make pedestrian safety a priority.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-33, SCHOOL 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. Subsection 7-33, School Zones, of the Revised General Ordinance of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

<u>School</u>	<u>Street</u>	<u>Location</u>
Liberty Middle School	Mount Pleasant Avenue (N.J. Route 10)	From 641 Mount Pleasant Avenue, 450 feet west to 657 Mount Pleasant Avenue.
.	Kelly Drive	From Mount Pleasant Avenue 1660 feet south to the southerly curbline of Baxter Drive extended.

The following schools have changed names, and should be amended as follows (*italic type denotes deletion, bold type denotes addition*):

<u>Former Name</u>	<u>Current Name</u>
<i>Pleasantdale Elementary School</i>	Kelly Elementary School
<i>Our Lady of Lourdes School</i>	Mount Carmel Guild Academy
<i>Solomon Schechter School</i>	Golda Ochs Academy Lower Campus
<i>Saint Joseph's School</i>	Fedcap School

Section 2. If any provisions 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 by Resolution of the Essex County Board of Chosen Freeholders.

SUSAN MCCARTNEY, MAYOR

**JOSEPH KRAKOVIAK,
COUNCIL PRESIDENT**

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

INTRODUCED: February 11, 2025

ADOPTED: February 25, 2025

LEGISLATIVE HISTORY

This Ordinance amends Chapter 7, Subsection 33 School Zones of the Revised General Ordinances. It establishes a School Zone at Liberty Middle School located at 1 Kelly Drive, and updated the names of other schools that have changed in the past.



February 4, 2025

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
Cullen Drive & Carlson Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Cullen Drive & Carlson Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Cullen Drive.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.



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:

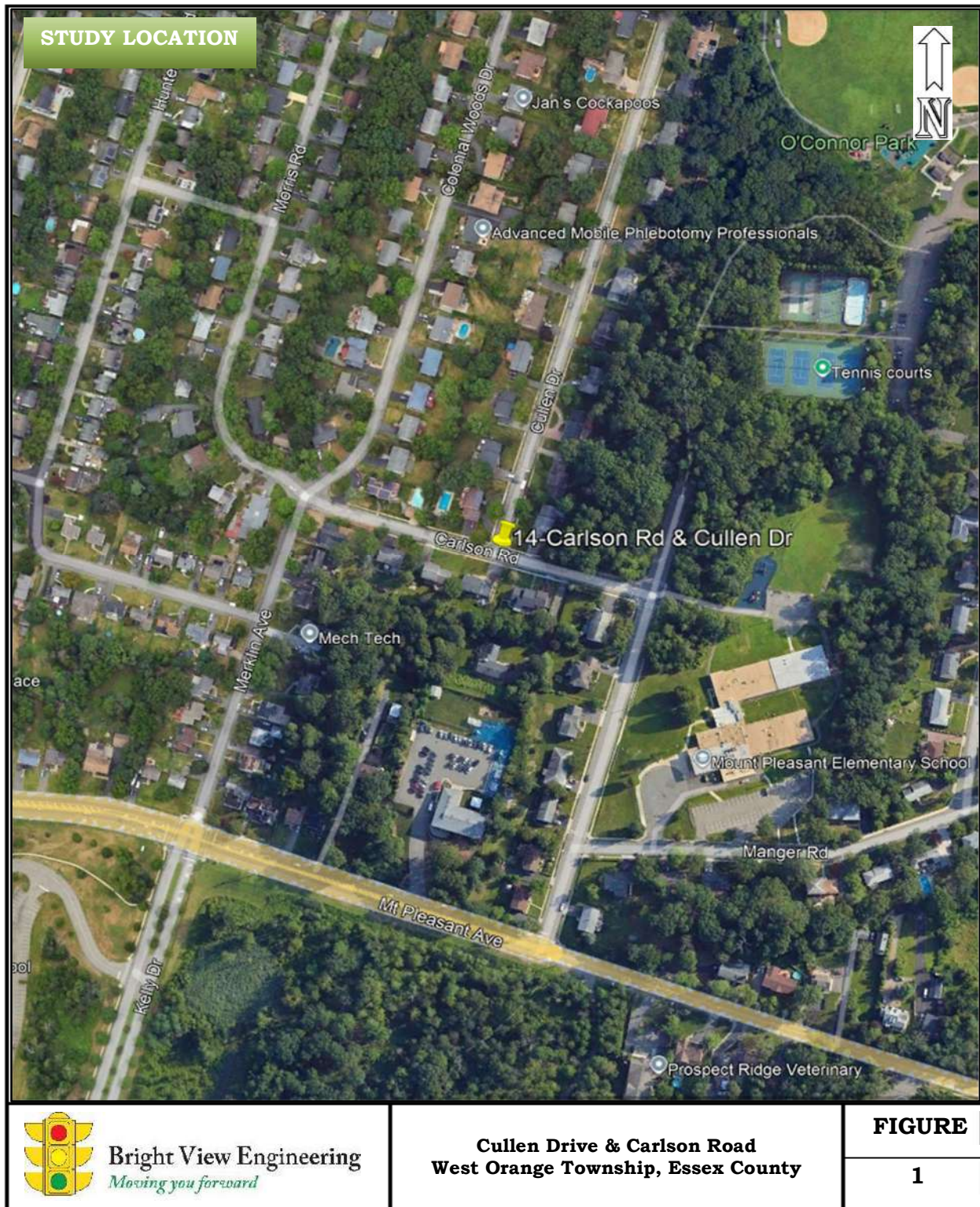
The intersection of Cullen Drive & Carlson Road is a 3-legged unsignalized intersection. There is no traffic control at the intersection. We note that the intersection is approximately 600 feet from Mount Pleasant Elementary School.

Carlson Road is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.14 miles between Ellison Avenue and Colonial Woods Drive. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Carlson Road provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Carlson Road is generally residential in nature.

Cullen Drive is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.22 miles between Carlson Road and a dead end. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Cullen Drive provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Cullen Drive is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Cullen Drive & Carlson Road are obstructed due to overgrown foliage.

FIGURE 2 – Cullen Drive & Carlson Road





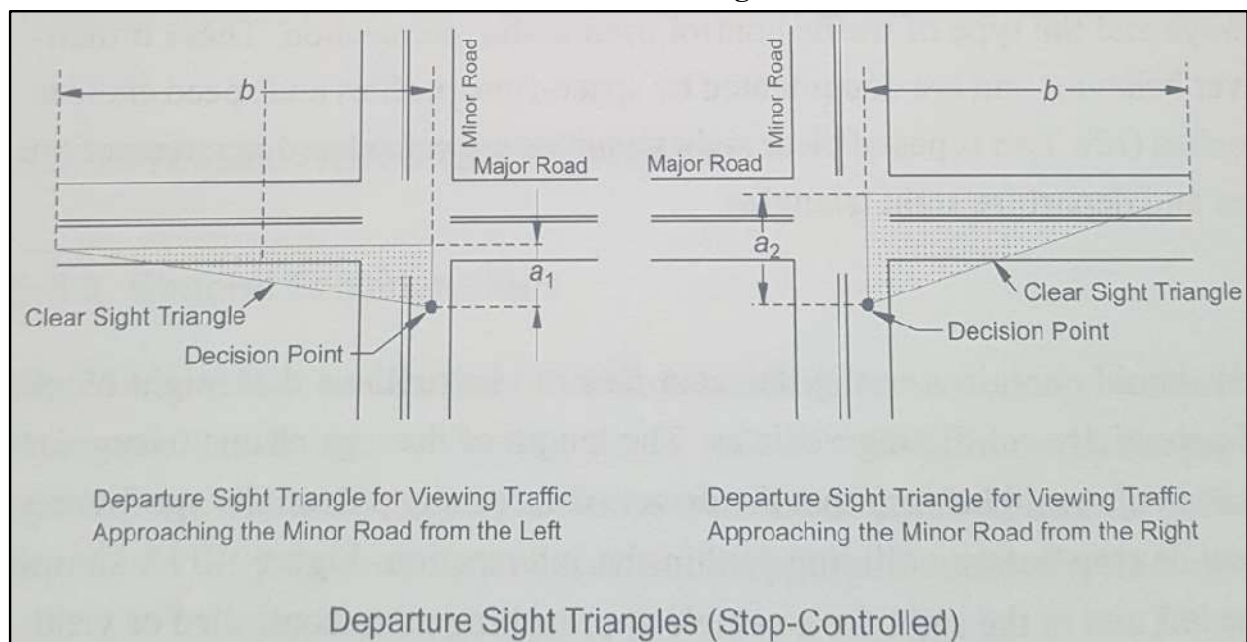
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Cullen Drive & Carlson Road, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Carlson Road, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Carlson Road.

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 Cullen Drive 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 Cullen Drive 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 intersection of Cullen Drive & Carlson Road.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/14-Cullen-Dr-Carlson-Rd.docxs>



Bright View Engineering
Moving you forward

February 4, 2025

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
Devonshire Terrace & Nottingham Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Devonshire Terrace & Nottingham Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Nottingham Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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:

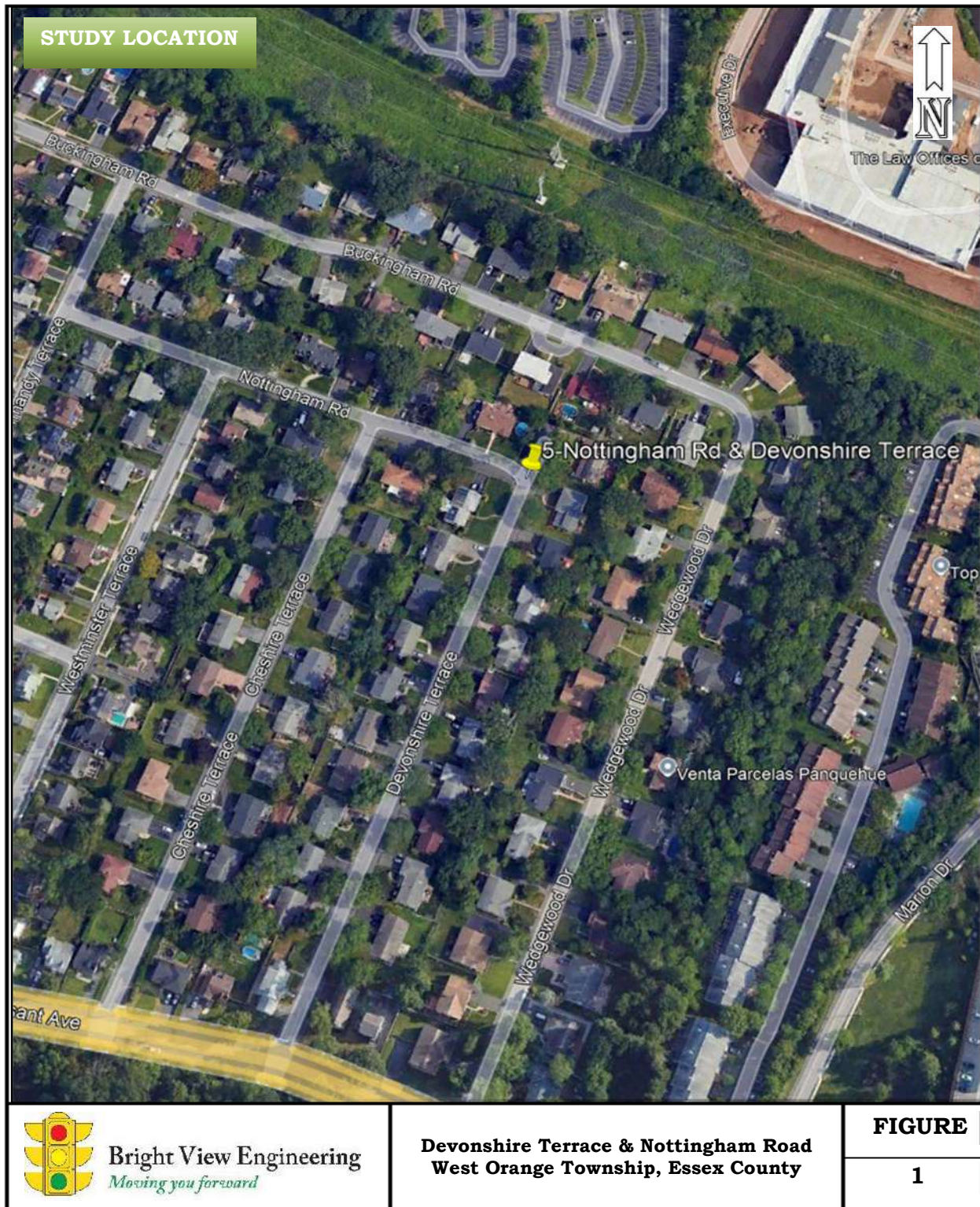
The intersection of Devonshire Terrace & Nottingham Road is a 3-legged unsignalized intersection. There is no traffic control at the intersection.

Devonshire Terrace is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.18 miles between Nottingham Road and Mount Pleasant Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Devonshire Terrace is STOP-controlled at its intersection with Mount Pleasant Avenue. There is no speed limit posted along the roadway. 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. Devonshire Terrace provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Devonshire Terrace is generally residential in nature.

Nottingham Road is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.14 miles between Normandy Terrace and Devonshire Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Nottingham Road provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Nottingham Road is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

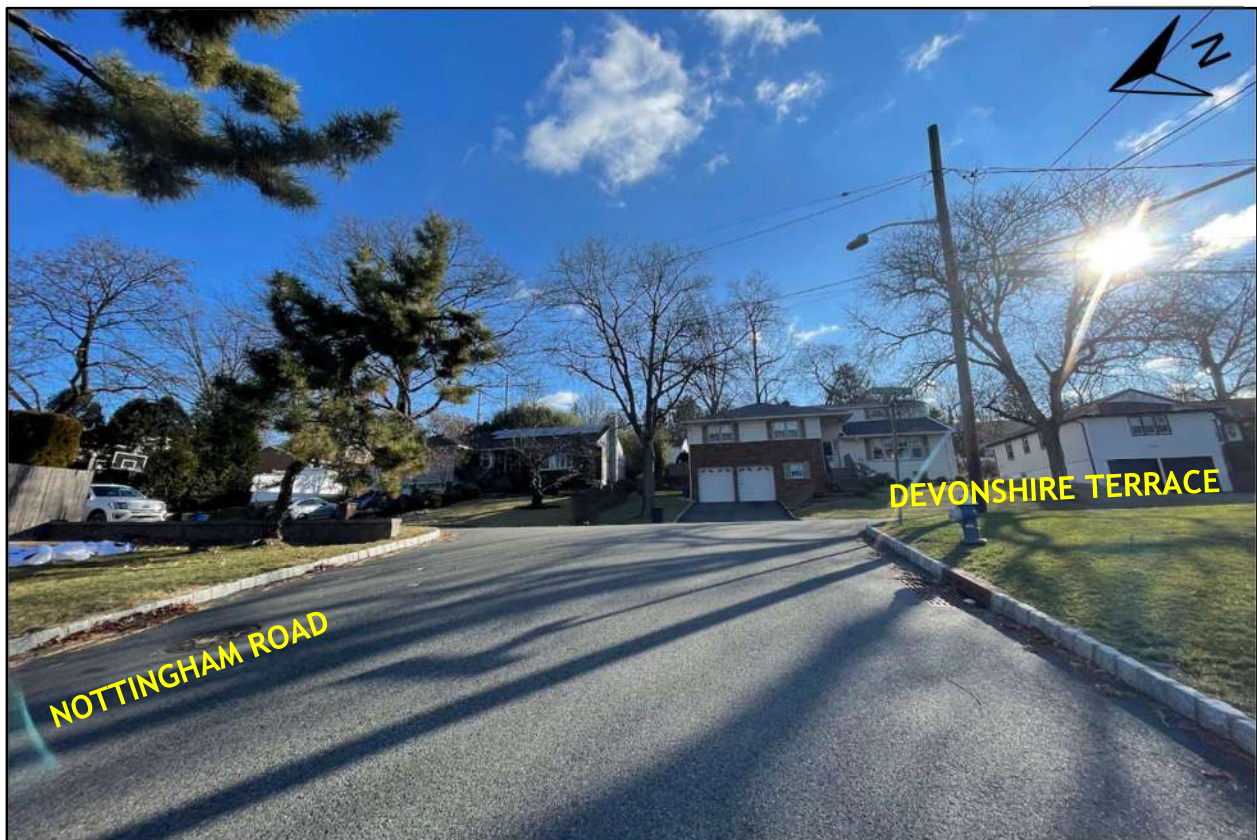
BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 horizontal and vertical sight lines at the intersection of Devonshire Terrace & Nottingham Road are obstructed due to overgrown foliage and roadway's grade. Nottingham Road has an uphill grade as approaching the intersection.

FIGURE 2 – Devonshire Terrace & Nottingham Road





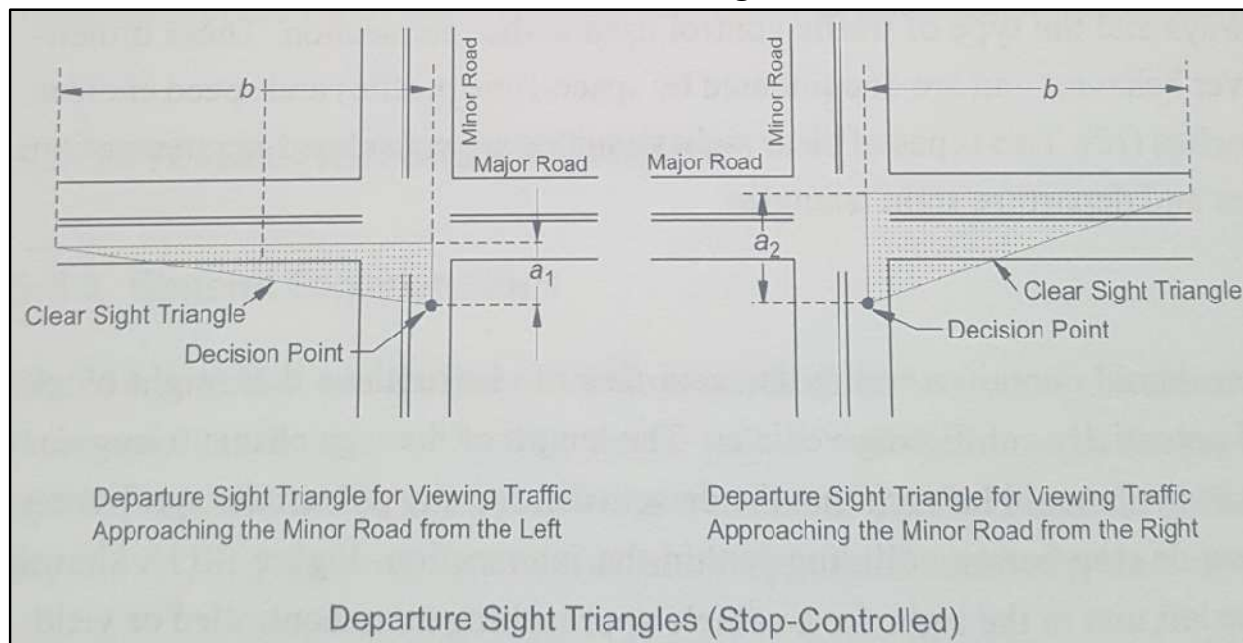
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Devonshire Terrace & Nottingham Road, the line of sight of approaching vehicles was found to be obstructed due to foliage and the intersection's geometry. We observed that if vehicles stop closer to the mainline on Devonshire Terrace, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Devonshire Terrace.

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 Nottingham 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



Striping and Signages – Given the wide curb radius at the study intersection and roadway geometry, 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 Nottingham Road 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.

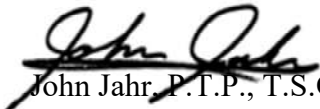


SUMMARY & CONCLUSIONS

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 intersection of Devonshire Terrace & Nottingham Road.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/5-Devonshire-Terr-Nottingham-Rd.docxs>



Bright View Engineering
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February 4, 2025

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
Cheshire Terrace & Nottingham Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Cheshire Terrace & Nottingham Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Cheshire Terrace.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

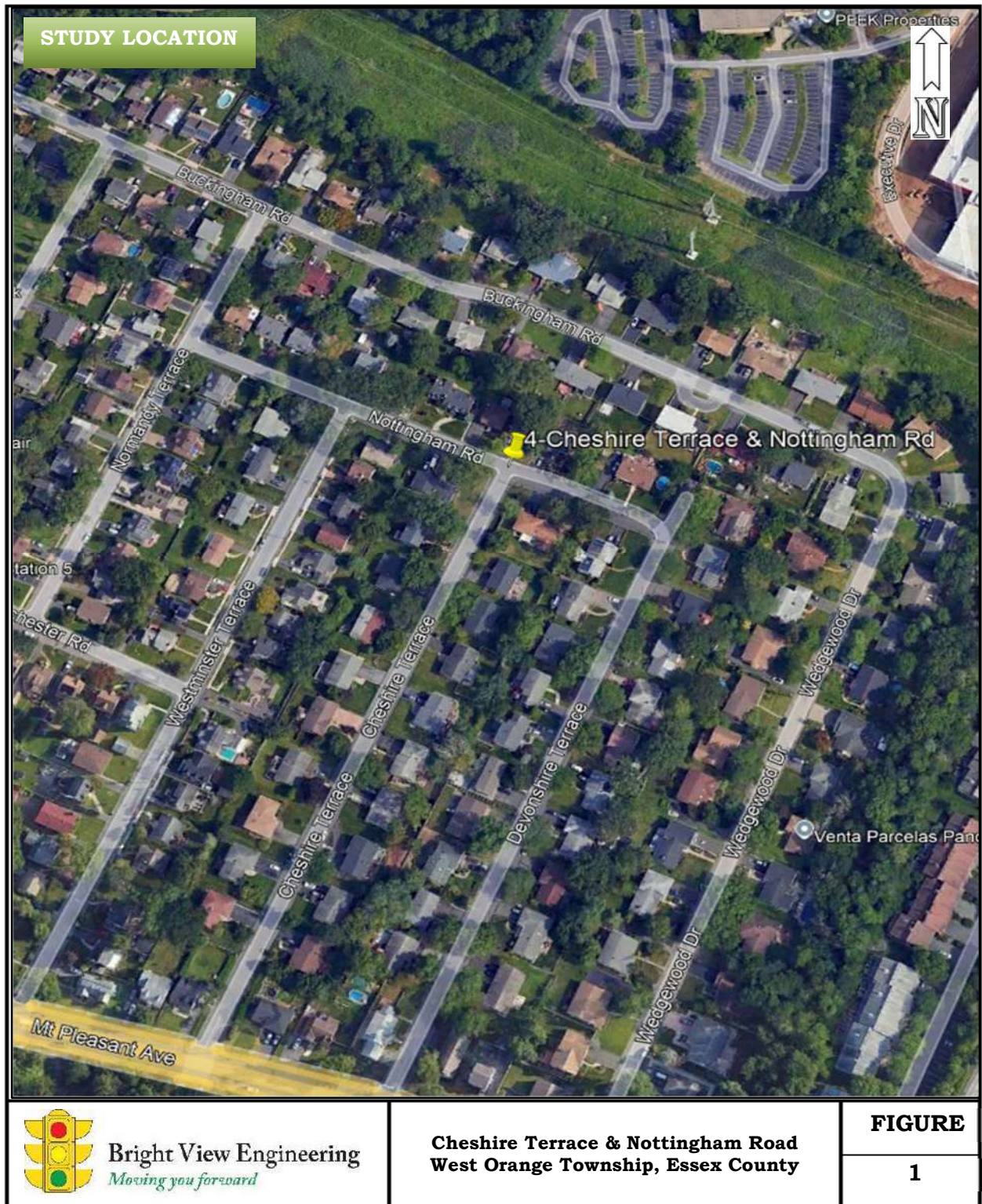
The intersection of Cheshire Terrace & Nottingham Road is a 3-legged unsignalized intersection. There is no traffic control at the intersection.

Cheshire Terrace is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.18 miles between Nottingham Road and Mount Pleasant Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Cheshire Terrace is STOP-controlled at its intersection with Mount Pleasant Avenue. There is no speed limit posted along the roadway. 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. Cheshire Terrace provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Cheshire Terrace is generally residential in nature.

Nottingham Road is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.14 miles between Normandy Terrace and Devonshire Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Nottingham Road provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Nottingham Road is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Cheshire Terrace & Nottingham Road are obstructed due to overgrown foliage.

FIGURE 2 – Cheshire Terrace & Nottingham Road





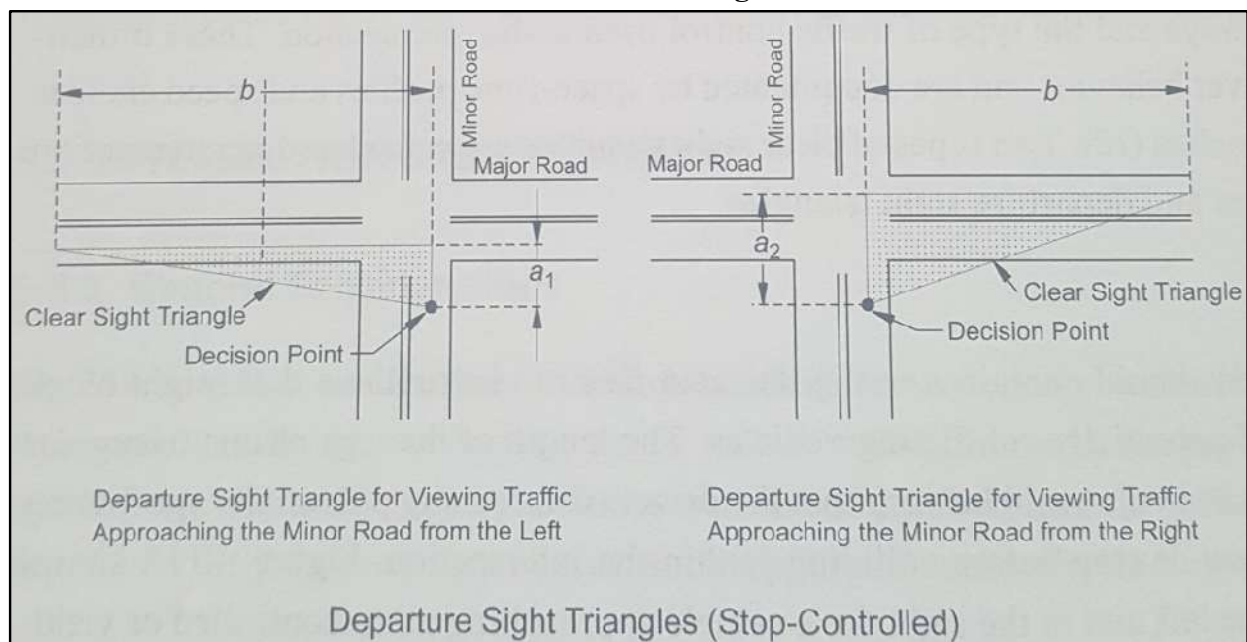
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Cheshire Terrace & Nottingham Road, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Nottingham Road, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Nottingham Road.

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 Cheshire 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 Cheshire 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.

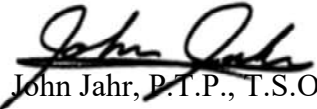


SUMMARY & CONCLUSIONS

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 the appropriate striping at the intersection of Cheshire Terrace & Nottingham Road.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/4-Cheshire-Terr-Nottingham-Terr.docxs>



Bright View Engineering
Moving you forward

February 4, 2025

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
Westminster Terrace & Nottingham Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Westminster Terrace & Nottingham Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Westminster Terrace.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

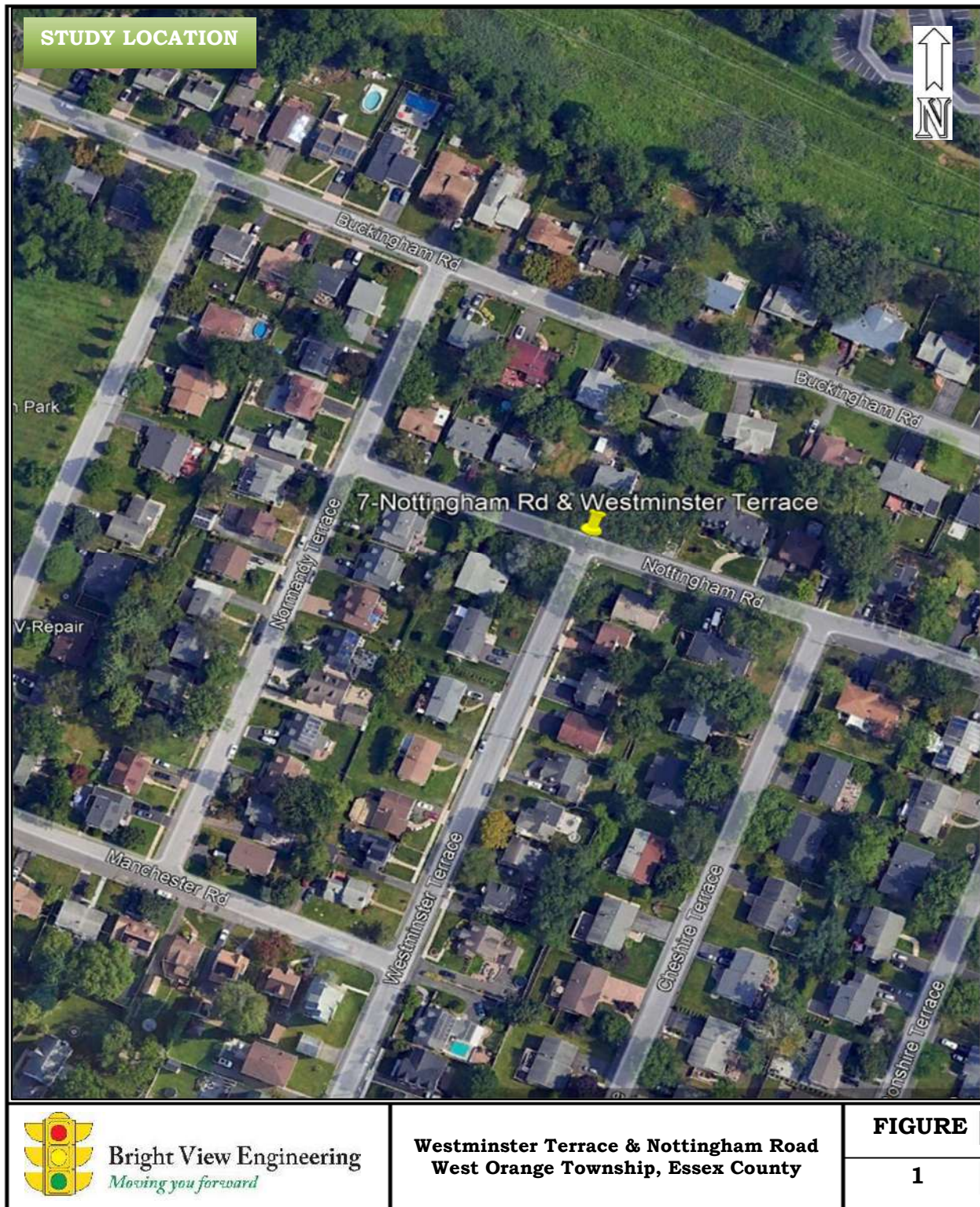
The intersection of Westminster Terrace & Nottingham Road is a 3-legged unsignalized intersection. There is no traffic control at the intersection.

Westminster Terrace is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.20 miles between Nottingham Road and Mount Pleasant Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Westminster Terrace is STOP-controlled at its intersection with Mount Pleasant Avenue. There is no speed limit posted along the roadway. 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. Westminster Terrace provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Westminster Terrace is generally residential in nature.

Nottingham Road is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.14 miles between Normandy Terrace and Devonshire Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Nottingham Road provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Nottingham Road is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Westminster Terrace & Nottingham Road are obstructed due to overgrown foliage.

FIGURE 2 – Westminster Terrace & Nottingham Road





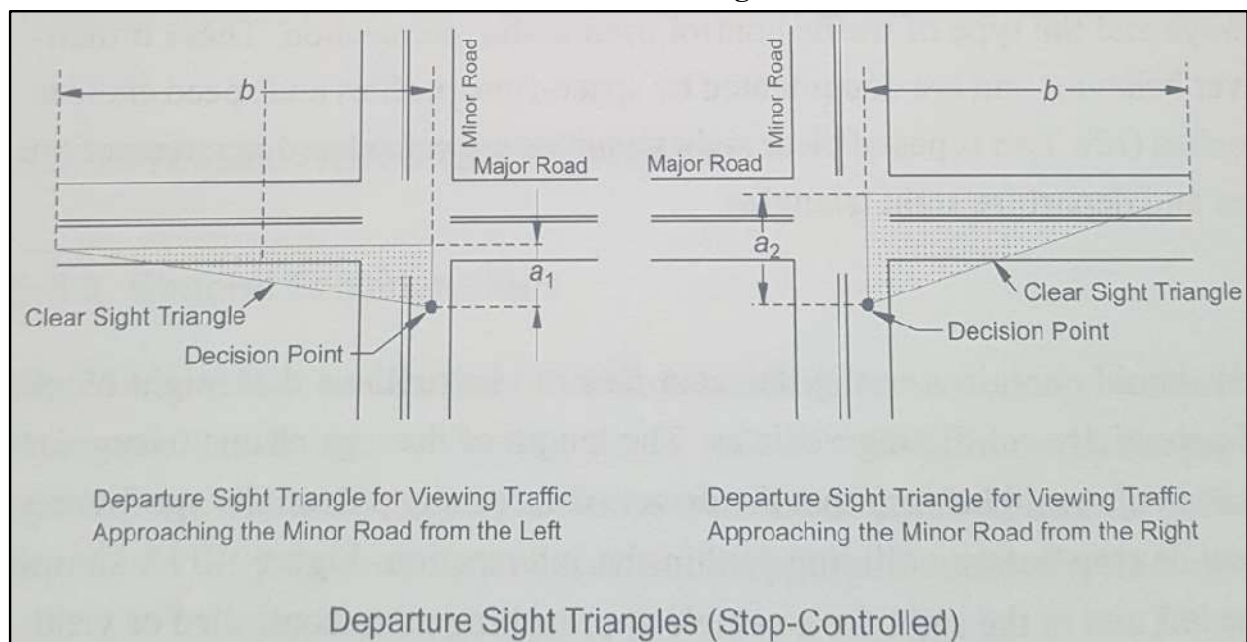
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Westminster Terrace & Nottingham Road, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Nottingham Road, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Nottingham Road.

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 Westminster 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 Westminster Terrace to support the stop sign.

Sidewalk and Crosswalk Markings – We recommend that the Township maintain their sidewalks, install additional sidewalks along Westminster Terrace & Nottingham Road, 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 intersection of Westminster Terrace & Nottingham Road.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/7-Westminster-Terr-Nottingham-Rd.docxs>



Bright View Engineering
Moving you forward

February 4, 2025

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
Nottingham Road & Normandy Terrace
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Nottingham Road & Normandy Terrace. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Nottingham Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

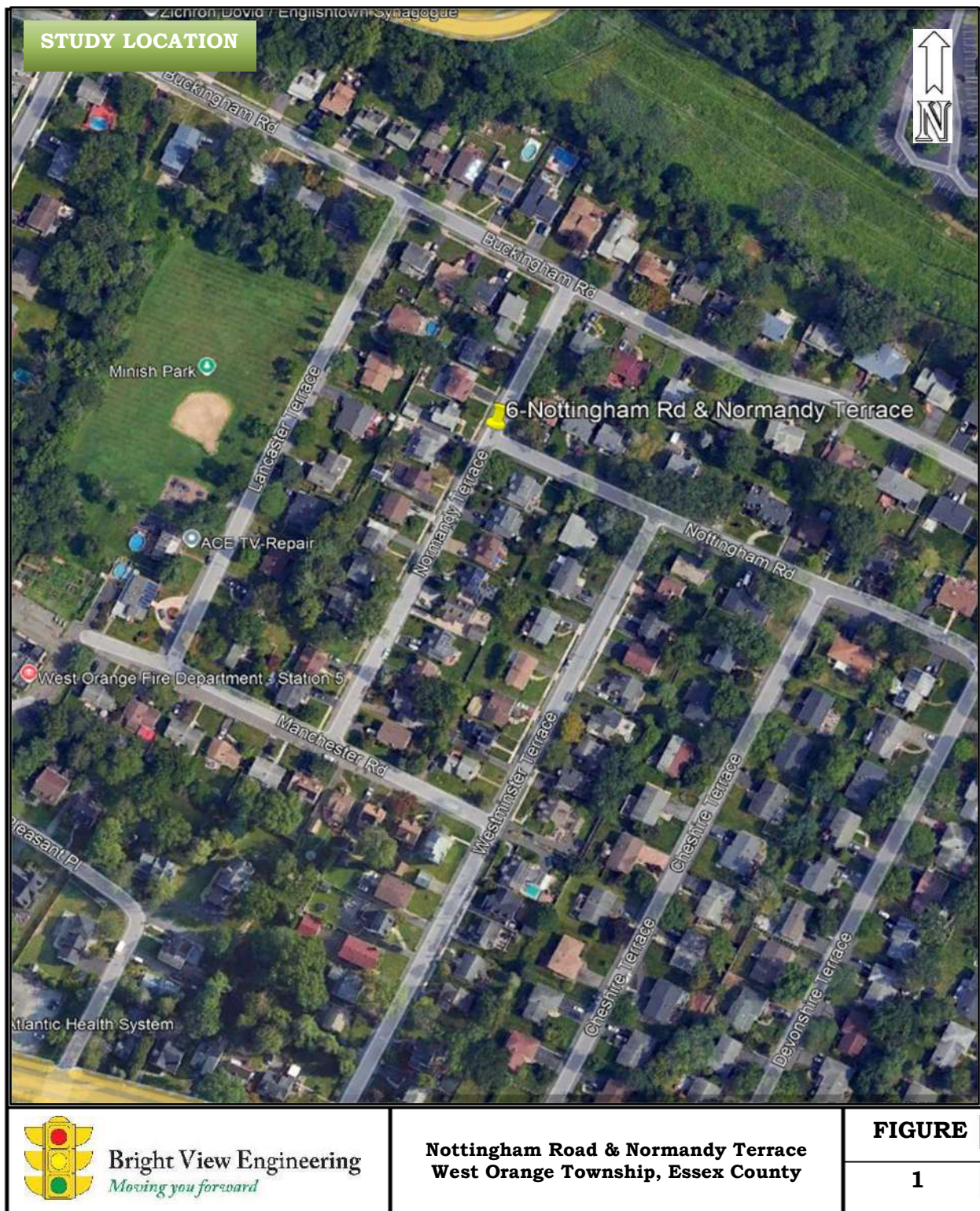
The intersection of Nottingham Road & Normandy Terrace is a 3-legged unsignalized intersection. There is no traffic control at the intersection. We note that striping for a Stop control has been installed at the intersection along Nottingham Road.

Normandy Terrace is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.15 miles between Buckingham Road and Manchester Road. There are no NJDOT Straight-Line Diagrams available for this roadway. Normandy Terrace is STOP-controlled at its intersection with Buckingham Road. There is no speed limit posted along the roadway. 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. Normandy Terrace provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Normandy Terrace is generally residential in nature.

Nottingham Road is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.14 miles between Normandy Terrace and Devonshire Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Nottingham Road provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Nottingham Road is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Nottingham Road & Normandy Terrace are obstructed due to overgrown foliage. We note that striping for a Stop control has been installed at the intersection along Normandy Terrace.

FIGURE 2 – Nottingham Road & Normandy Terrace





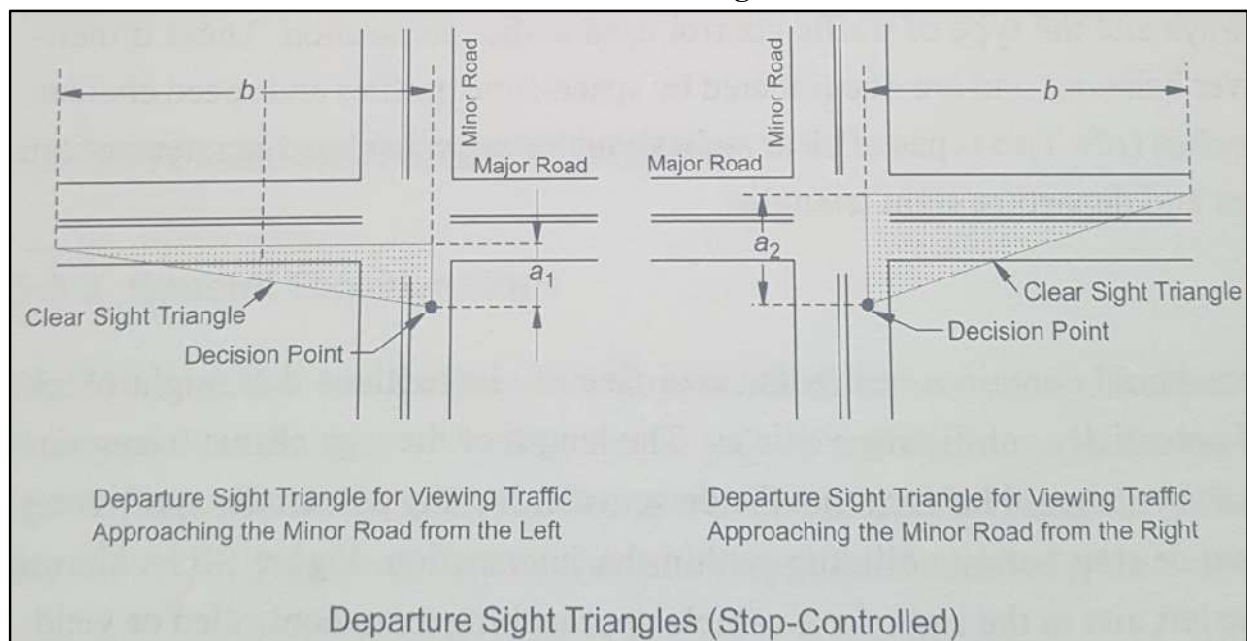
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Nottingham Road & Normandy Terrace, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Normandy Terrace, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Normandy Terrace.

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 Nottingham 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 maintain their sidewalks, install additional sidewalks along Nottingham Road, 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.

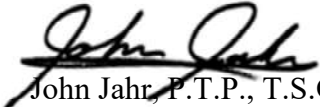


SUMMARY & CONCLUSIONS

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 at the intersection of Nottingham Road & Normandy Terrace.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/6-Nottingham-Rd-Normandy-Terr.docxs>



Bright View Engineering
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February 4, 2025

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
Manchester Road & Westminster Terrace
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Manchester Road & Westminster Terrace. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Manchester Road.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

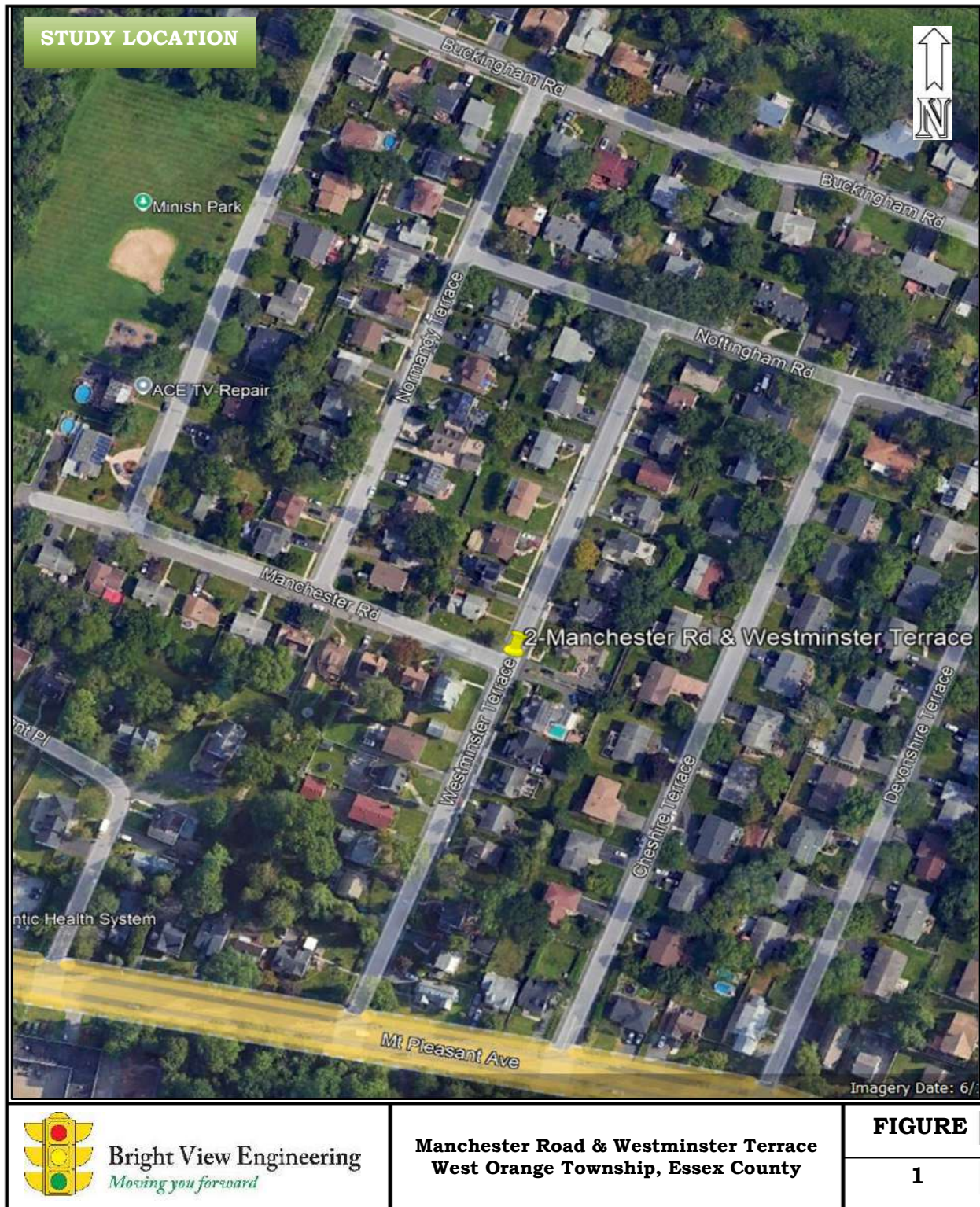
The intersection of Manchester Road & Westminster Terrace is a 3-legged unsignalized intersection. There is no traffic control at the intersection. We note that striping for a Stop control has been installed at the intersection along Manchester Road.

Manchester Road is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.10 miles between Westminster Terrace and Lancaster Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Manchester Road provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Manchester Road is generally residential in nature.

Westminster Terrace is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.20 miles between Nottingham Road and Mount Pleasant Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Westminster Terrace is STOP-controlled at its intersection with Mount Pleasant Avenue. There is no speed limit posted along the roadway. 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. Westminster Terrace provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Westminster Terrace is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. These are shown in **Table 1** below:

Table 1 – Crash Data 10/20

DATE	STREET	CROSS STREET	TYPE	Circumstance
10/08/20	Manchester Road	Westminster Terrace	Backing	Driver Inattention

Based upon the crash data provided, we observe that one (1) incident was reported at the study intersection on 10/08/20. The incident was not contributed to speeding but driver inattention.

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 Manchester Road & Westminster Terrace are obstructed due to overgrown foliage. We note that striping for a Stop control has been installed at the intersection along Manchester Road.

FIGURE 2 – Manchester Road & Westminster Terrace





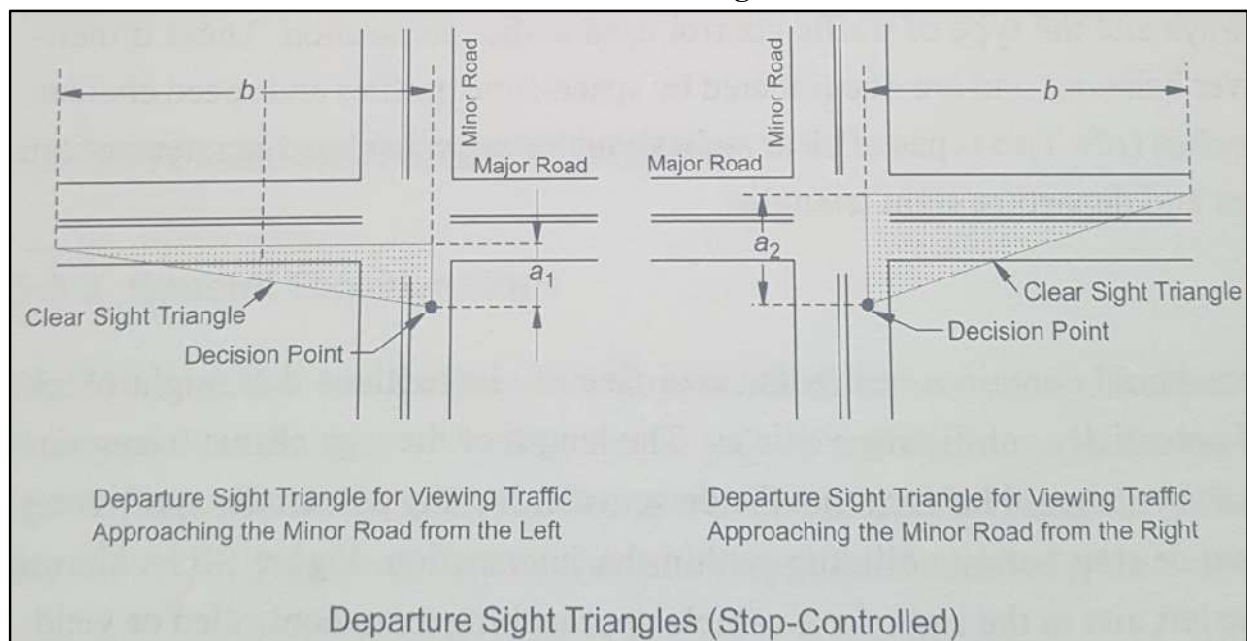
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Manchester Road & Westminster Terrace, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Westminster Terrace, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Westminster Terrace.

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 Manchester 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 maintain their sidewalks, install additional sidewalks along Manchester Road & Westminster Terrace, 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.

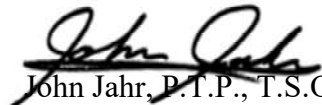


SUMMARY & CONCLUSIONS

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 at the intersection of Manchester Road & Westminster Terrace.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/2-Manchester-Rd-Westminster-Terr.docxs>



Bright View Engineering
Moving you forward

February 4, 2025

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
Normandy Terrace & Manchester Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Normandy Terrace & Manchester Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Normandy Terrace.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

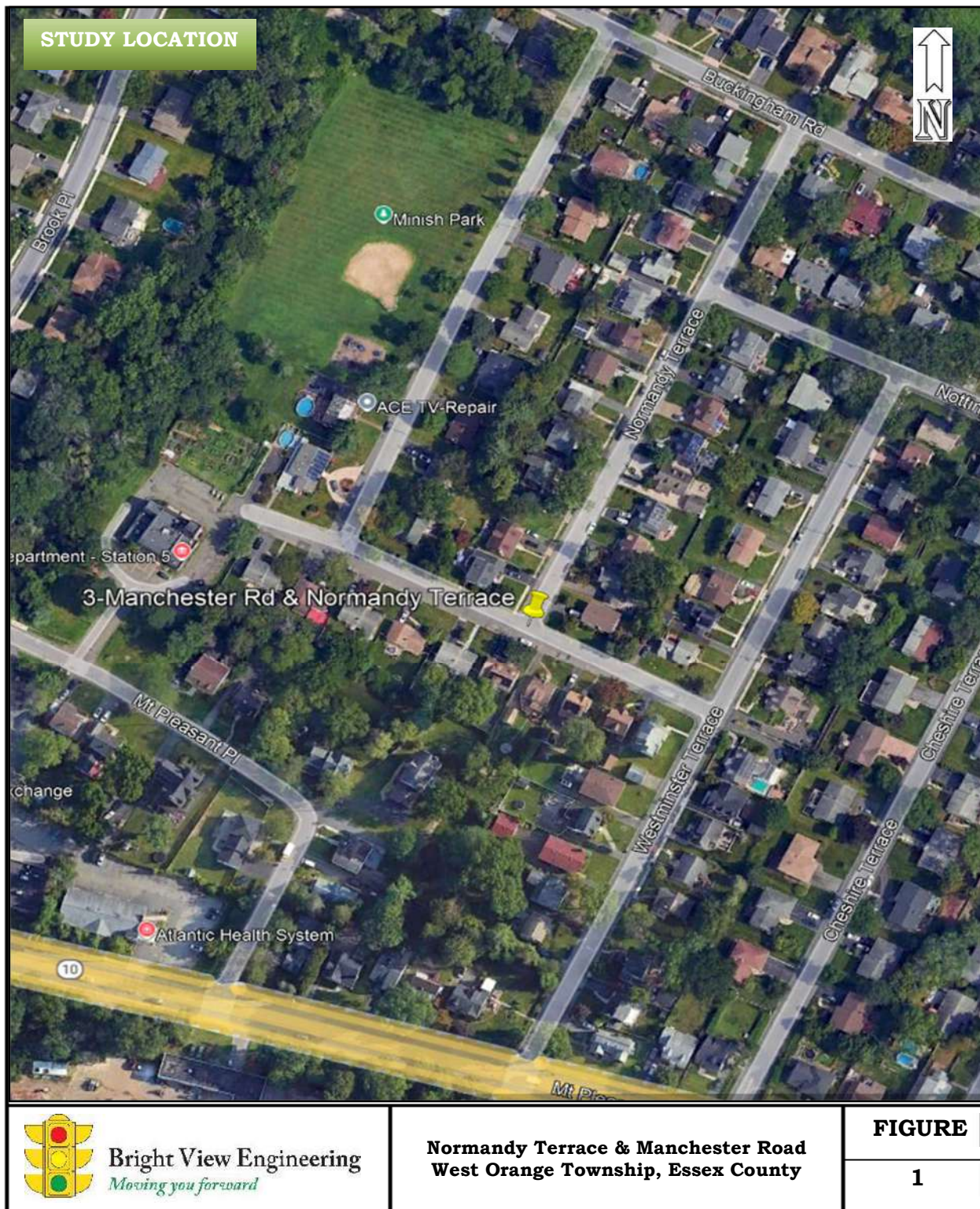
The intersection of Normandy Terrace & Manchester Road is a 3-legged unsignalized intersection. There is no traffic control at the intersection. We note that striping for a Stop control has been installed at the intersection along Normandy Terrace.

Normandy Terrace is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.15 miles between Buckingham Road and Manchester Road. There are no NJDOT Straight-Line Diagrams available for this roadway. Normandy Terrace is STOP-controlled at its intersection with Buckingham Road. There is no speed limit posted along the roadway. 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. Normandy Terrace provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Normandy Terrace is generally residential in nature.

Manchester Road is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.10 miles between Westminster Terrace and Lancaster Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Manchester Road provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Manchester Road is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Normandy Terrace & Manchester Road are clear of obstructions. We note that striping for a Stop control has been installed at the intersection along Normandy Terrace.

FIGURE 2 – Normandy Terrace & Manchester Road





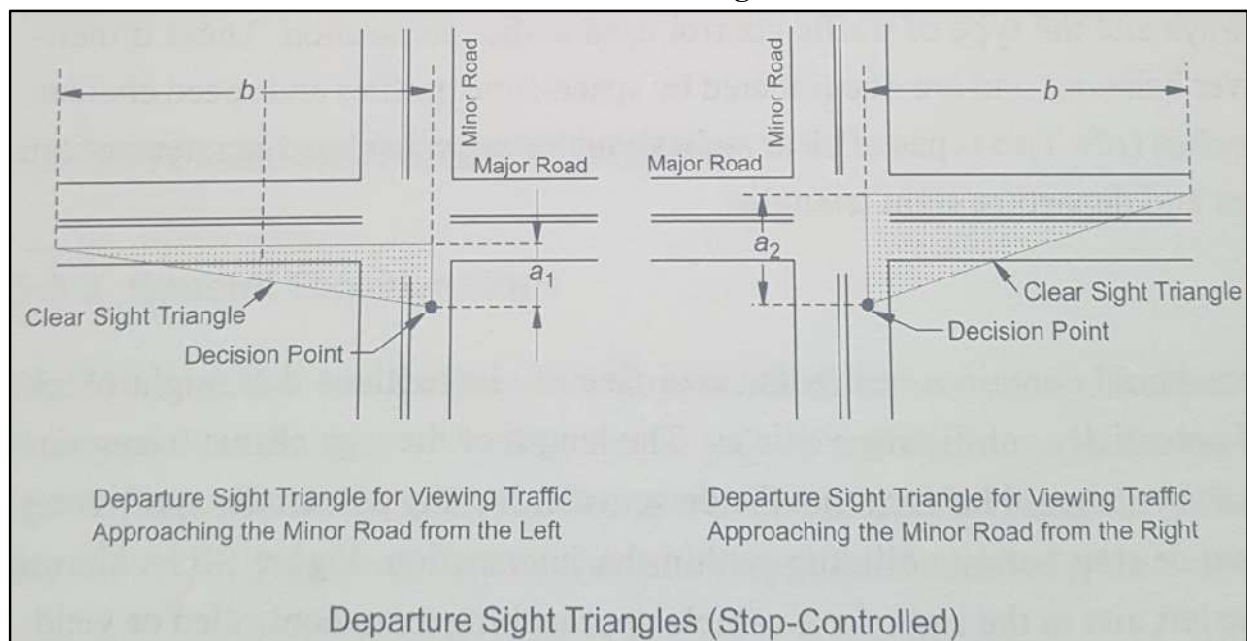
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Normandy Terrace & Manchester 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 Manchester 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 Normandy 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



Sidewalk and Crosswalk Markings – We recommend that the Township maintain their sidewalks, install additional sidewalks along Manchester Road, 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.

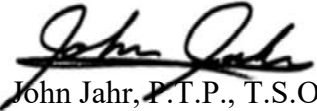


SUMMARY & CONCLUSIONS

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 at the intersection of Normandy Terrace & Manchester Road.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/3-Normandy-Terr-Manchester-Rd.docxs>



Bright View Engineering
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February 4, 2025

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
Lancaster Terrace & Manchester Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Lancaster Terrace & Manchester Road. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Lancaster Terrace.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

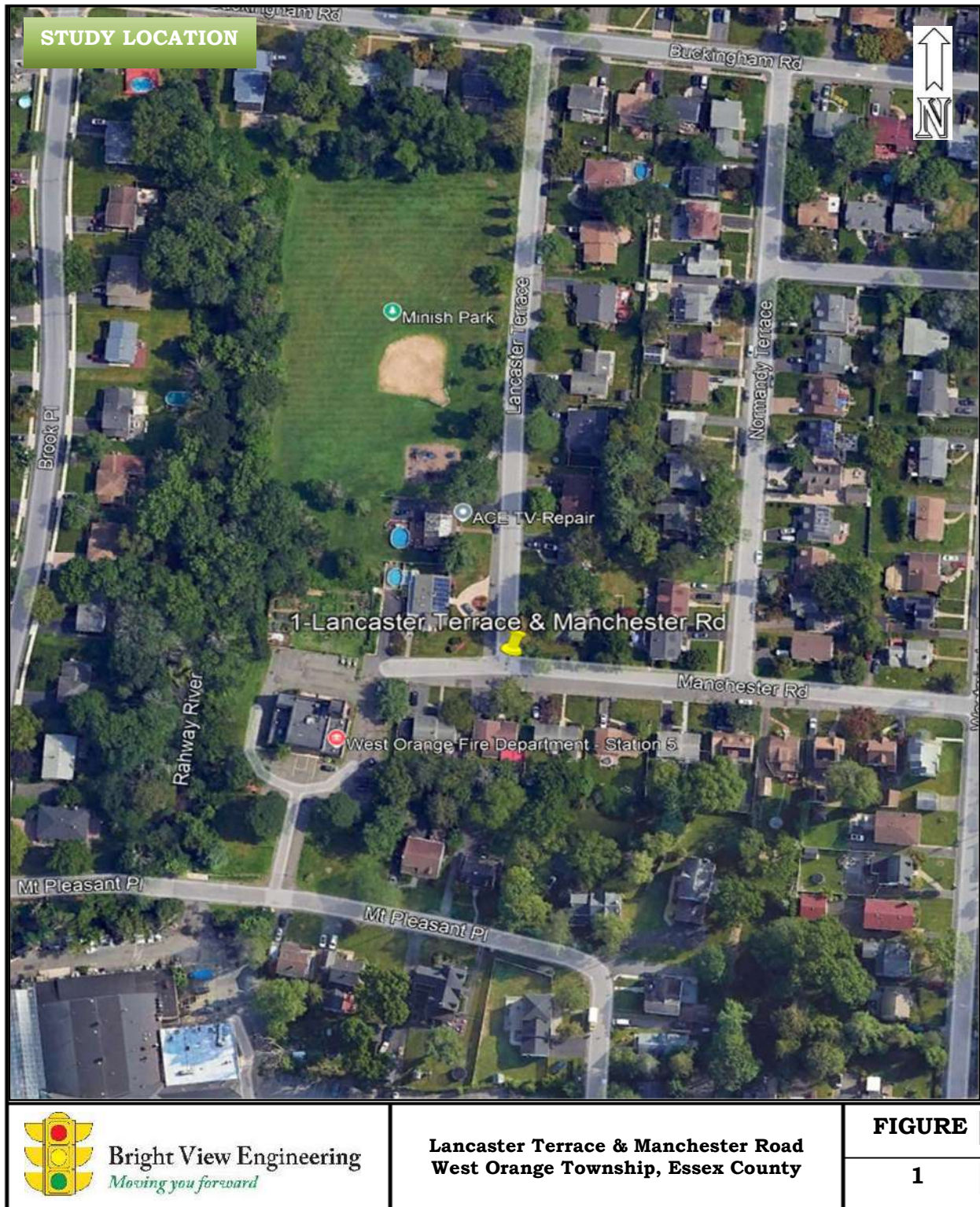
The intersection of Lancaster Terrace & Manchester Road is a 3-legged unsignalized intersection. There is no traffic control at the intersection. We note that striping for a Stop control has been installed at the intersection along the Lancaster Terrace.

Lancaster Terrace is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.15 miles between Buckingham Road and Manchester Road. There are no NJDOT Straight-Line Diagrams available for this roadway. Lancaster Terrace is STOP-controlled at its intersection with Buckingham Road. There is no speed limit posted along the roadway. 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. Lancaster Terrace provides an approximate pavement width of 32-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Lancaster Terrace is generally residential in nature.

Manchester Road is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.10 miles between Westminster Terrace and Lancaster Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Manchester Road provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Manchester Road is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Lancaster Terrace & Manchester Road are obstructed due to foliage. We note that striping for a Stop control has been installed at the intersection along the Lancaster Terrace.

FIGURE 2 – Lancaster Terrace & Manchester Road





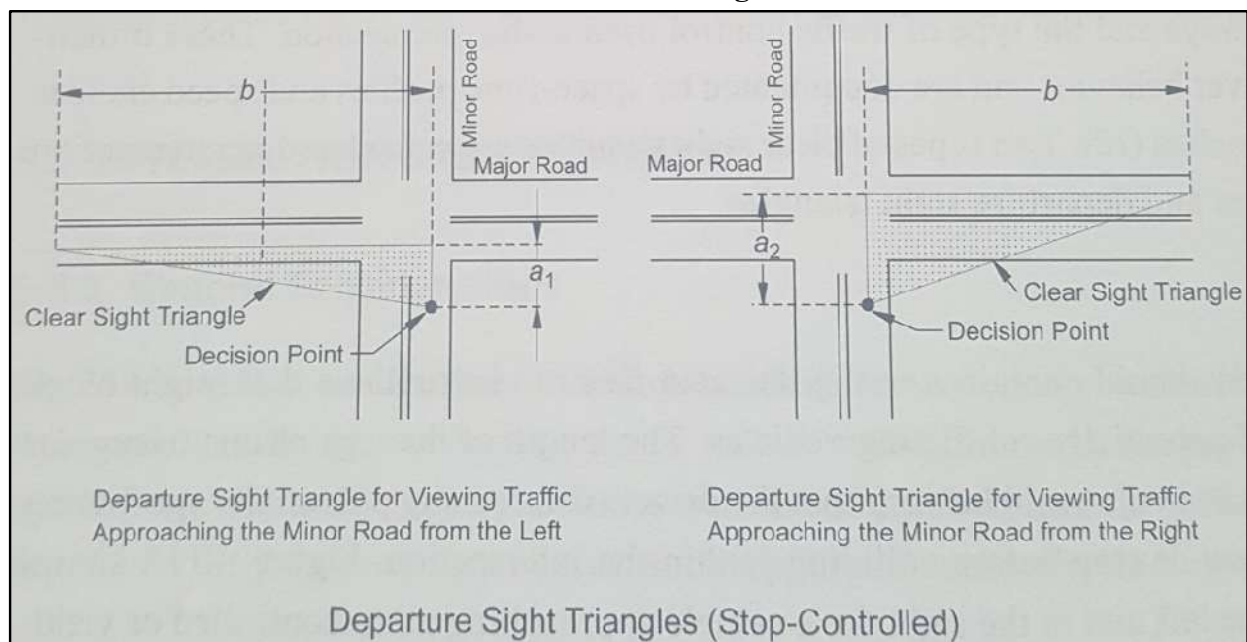
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Lancaster Terrace & Manchester Road, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Manchester Road, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Manchester Road.

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 Lancaster 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



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.

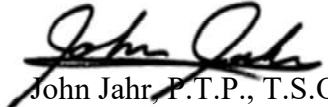


SUMMARY & CONCLUSIONS

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 intersection of Lancaster Terrace & Manchester Road.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/1-Lancaster-Terr-Manchester-Rd.docxs>



Bright View Engineering
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February 4, 2025

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
Brook Place & Mount Pleasant Place
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Brook Place & Mount Pleasant Place. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Brook Place.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

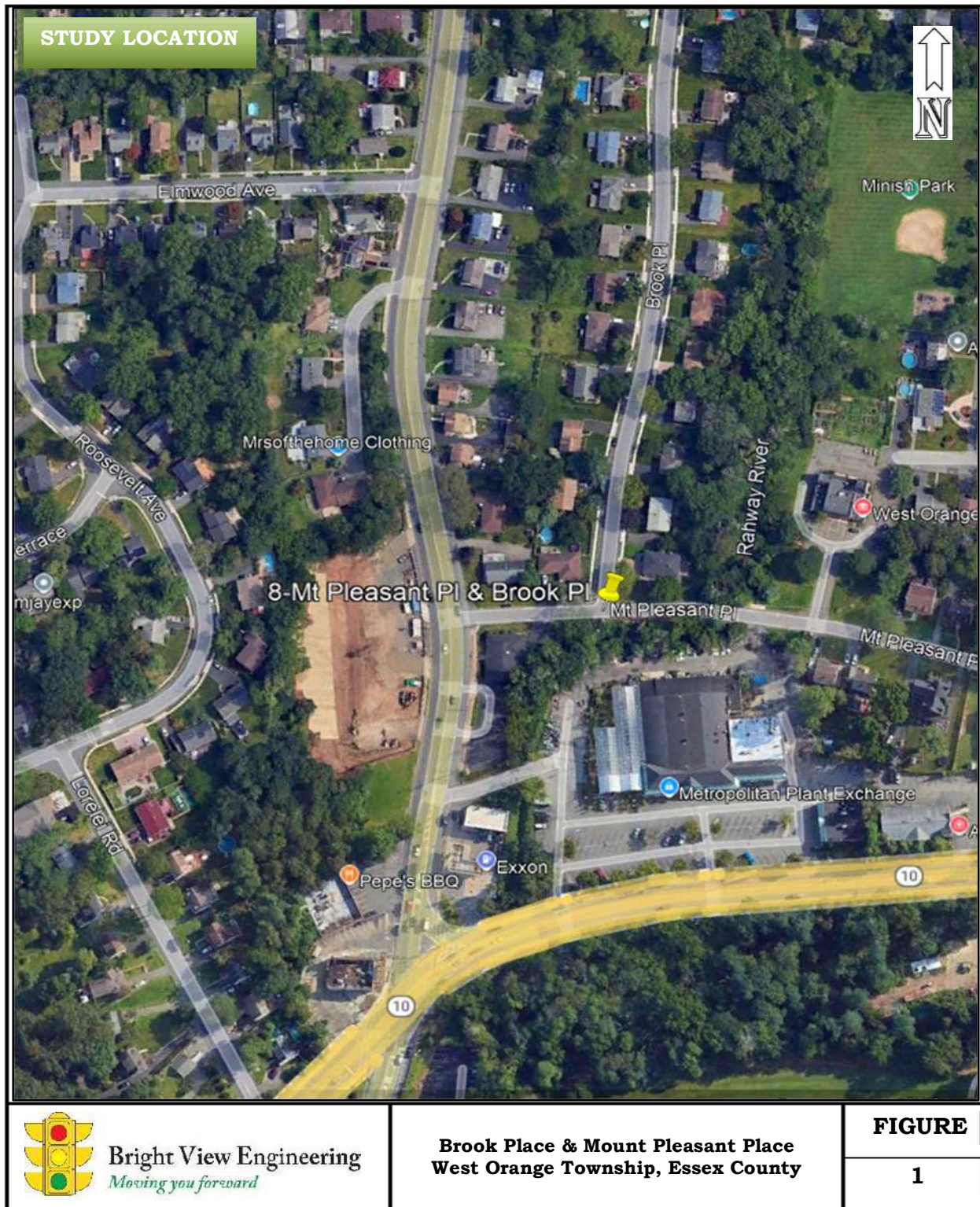
The intersection of Brook Place & Mount Pleasant Place is a 3-legged unsignalized intersection. There is no traffic control at the intersection. We note that the intersection is approximately 400 feet away from West Orange Fire Station #5 on Mount Pleasant Place.

Brook Place is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.20 miles between Buckingham Road and Mount Pleasant Place. There are no NJDOT Straight-Line Diagrams available for this roadway. Brook Place is STOP-controlled at its intersection with Buckingham Road. There is no speed limit posted along the roadway. 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. Brook Place provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Brook Place is generally residential in nature.

Mount Pleasant Place is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.20 miles between Pleasant Valley Way and Mount Pleasant Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Mount Pleasant Place is STOP-controlled at its intersection with Pleasant Valley Way and Mount Pleasant Avenue. There is no speed limit posted along the roadway. 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. Mount Pleasant Place provides an approximate pavement width of 27-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Mount Pleasant Place is generally residential in nature with businesses near Mount Pleasant Avenue.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. These are shown in **Table 1** below:

Table 1 – Crash Data 02/22

DATE	STREET	CROSS STREET	TYPE	Circumstance
02/03/22	Brook Place	Mount Pleasant Place	Struck Parked Vehicle	Improper Passing

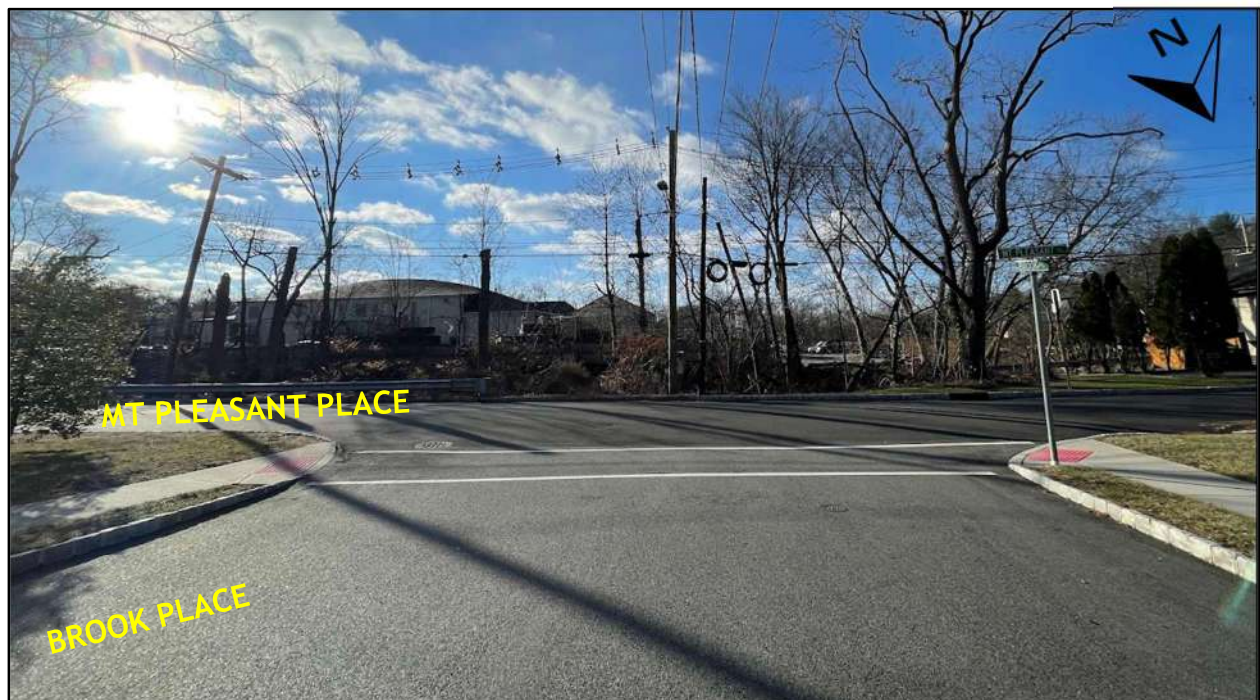
Based upon the crash data provided, we observe that one (1) incident was reported at the study intersection on 02/03/22. The incident was not contributed to speeding but improper passing.

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 Brook Place & Mount Pleasant Place are obstructed due to foliage.

FIGURE 2 – Brook Place & Mount Pleasant Place





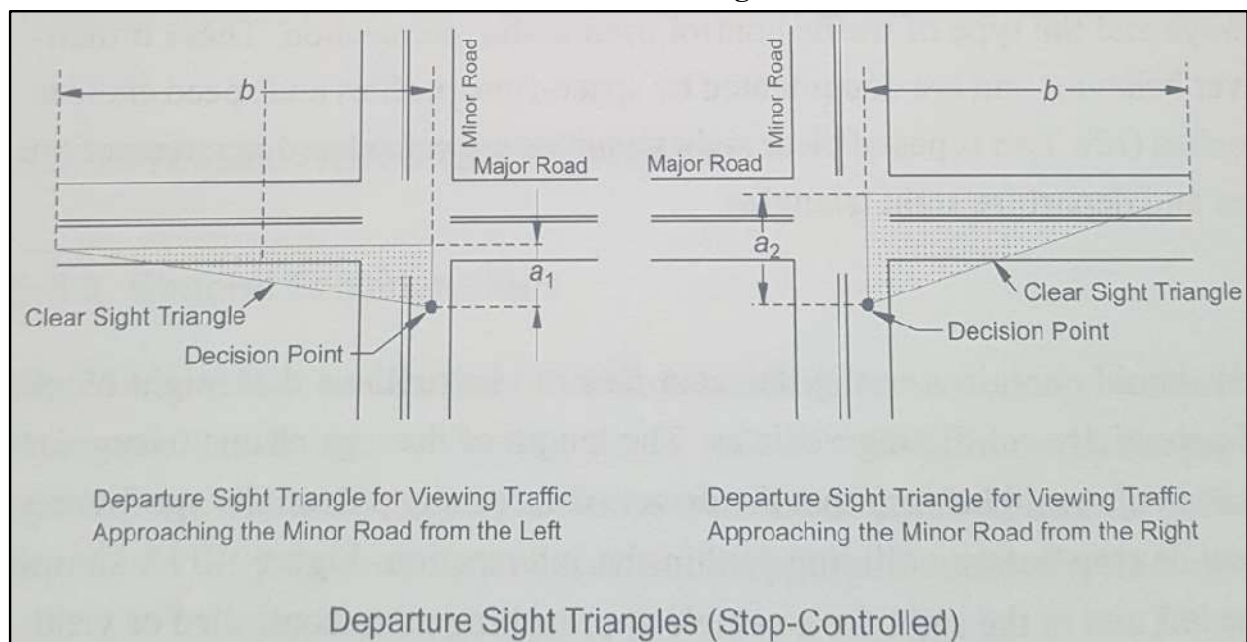
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Brook Place & Mount Pleasant Place, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Mount Pleasant Place, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Mount Pleasant Place.

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 Brook Place 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 Brook Place to support the stop sign.

Sidewalk and Crosswalk Markings – We recommend that the Township maintain their sidewalks, installing additional sidewalks along Mount Pleasant Place, 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.

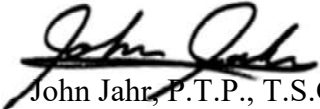


SUMMARY & CONCLUSIONS

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 intersection of Brook Place & Mount Pleasant Place.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/8-Brook-Pl-Mount-Pleasant-Pl.docxs>



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February 4, 2025

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
Gilbert Place & Bradford Avenue
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Gilbert Place & Bradford Avenue. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Gilbert Place.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

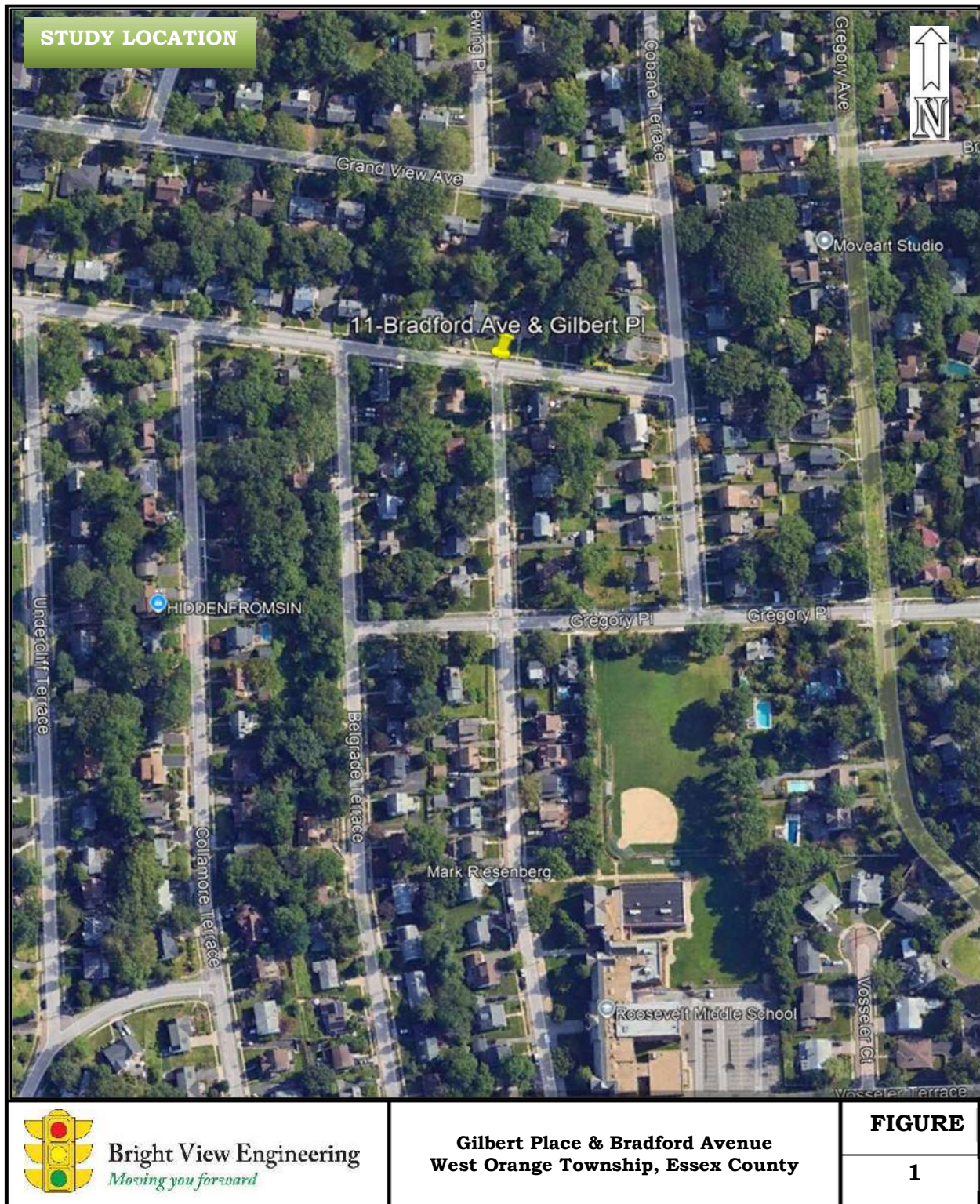
The intersection of Gilbert Place & Bradford Avenue is a 3-legged unsignalized intersection. There is no traffic control at the intersection. We note that the intersection is approximately 900 feet from Roosevelt Middle School.

Gilbert Place is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.34 miles between Forrest Hill Road and Bradford Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Gilbert Place is STOP-controlled at its intersections with Gregory Place, Club Boulevard, and Forrest Hill Road. There is no speed limit posted along the roadway. 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. Gilbert Place provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Gilbert Place is generally residential in nature.

Bradford Avenue is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.23 miles between Cobane Terrace and Northfield Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Bradford Avenue is STOP-controlled on its intersection with Northfield Avenue and Cobane Terrace. There is no speed limit posted along the roadway. 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. Bradford Avenue provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Bradford Avenue is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Gilbert Place & Bradford Avenue are clear of obstructions.

FIGURE 2 – Gilbert Place & Bradford Avenue





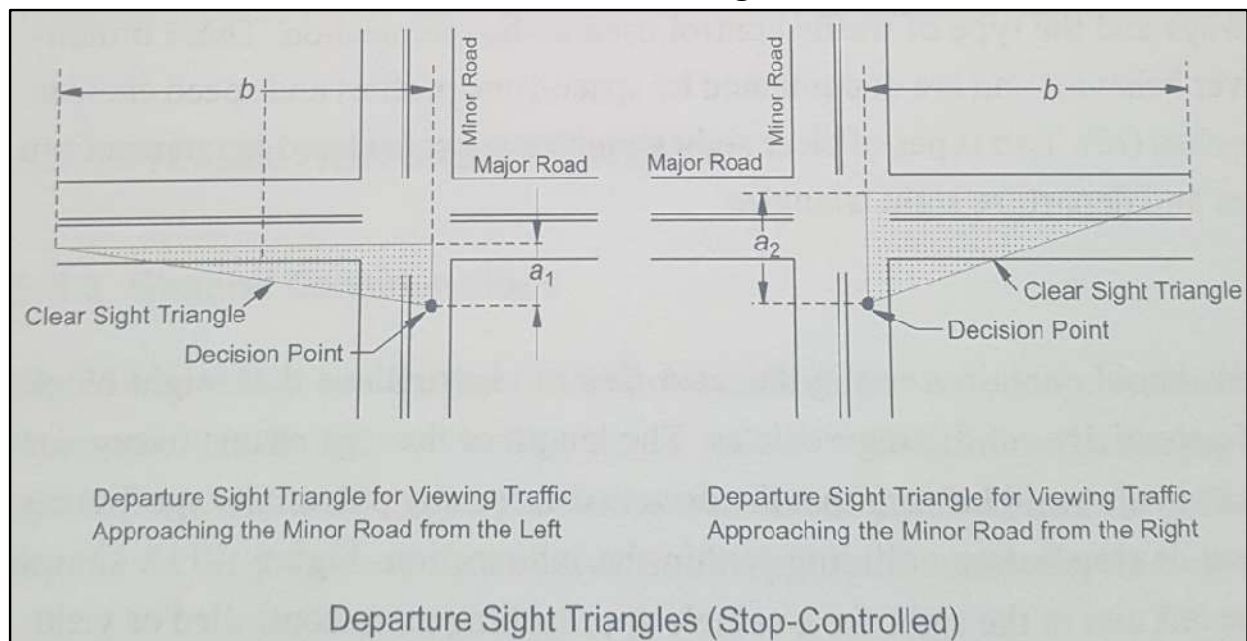
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Gilbert Place & Bradford Avenue, 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 Bradford 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 Gilbert Place 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 Gilbert Place 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.

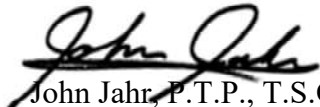


SUMMARY & CONCLUSIONS

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 intersection of Gilbert Place & Bradford Avenue.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/11-Gilbert-Pl-Bradford-Ave.docxs>



Bright View Engineering
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February 4, 2025

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
Vosseler Court & Vosseler Terrace
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Vosseler Court & Vosseler Terrace. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Vosseler Court.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

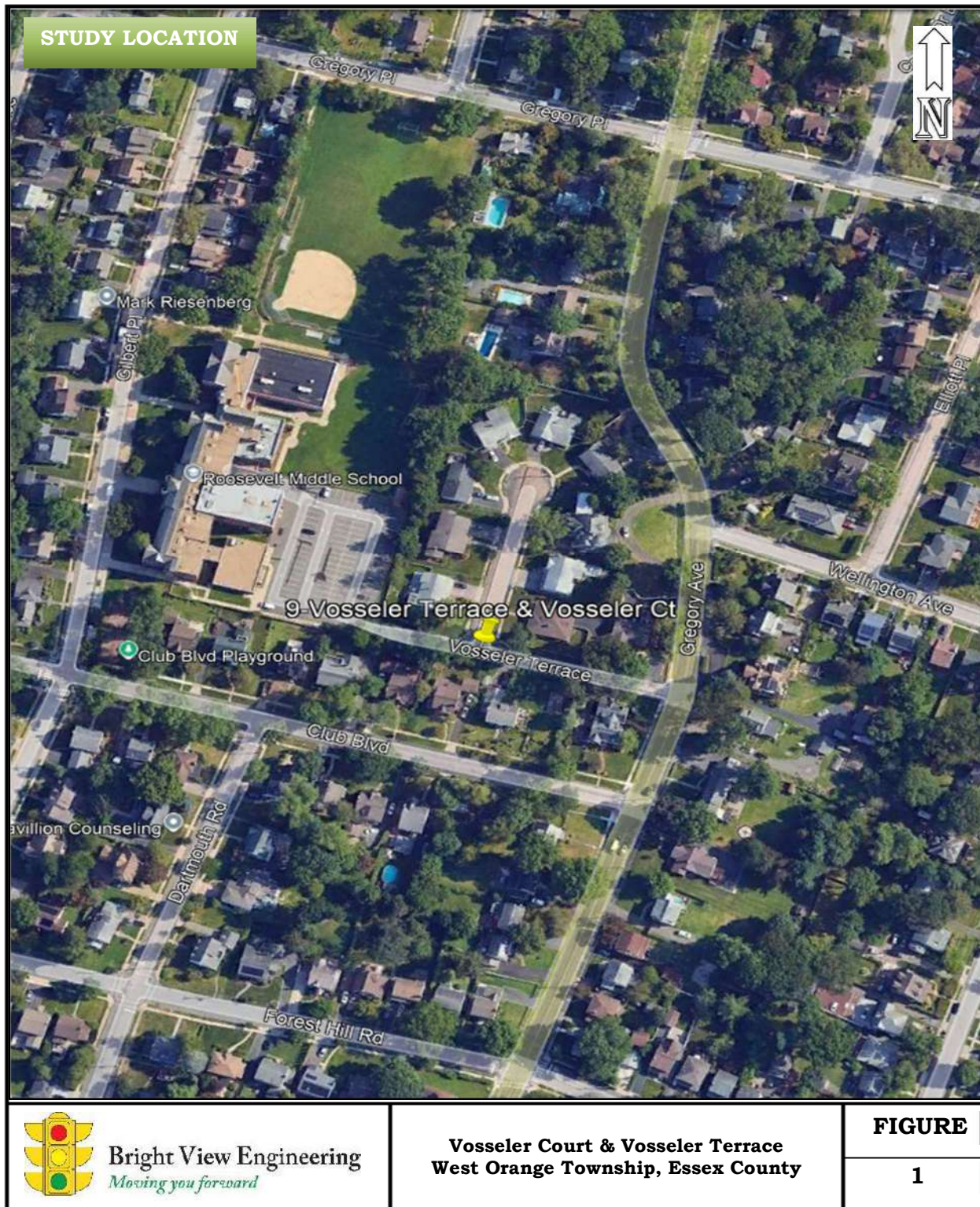
The intersection of Vosseler Court & Vosseler Terrace is a 3-legged unsignalized intersection. There is no traffic control at the intersection. We note that the intersection is approximately 300 feet from Roosevelt Middle School.

Vosseler Court is a Cul-de-sac under the jurisdiction of the Township of West Orange which spans 0.05 miles to Vosseler Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Vosseler Court provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Vosseler Court is generally residential in nature.

Vosseler Terrace is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.07 miles between the Roosevelt Middle School parking lot and Gregory Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Vosseler Terrace is STOP-controlled at its intersection with Gregory Avenue. There is no speed limit posted along the roadway. 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. Vosseler Terrace provides an approximate pavement width of 21-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is not permitted along both sides of the roadway. The land use along Vosseler Terrace is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Vosseler Court & Vosseler Terrace are obstructed due to overgrown foliage.

FIGURE 2 – Vosseler Court & Vosseler Terrace





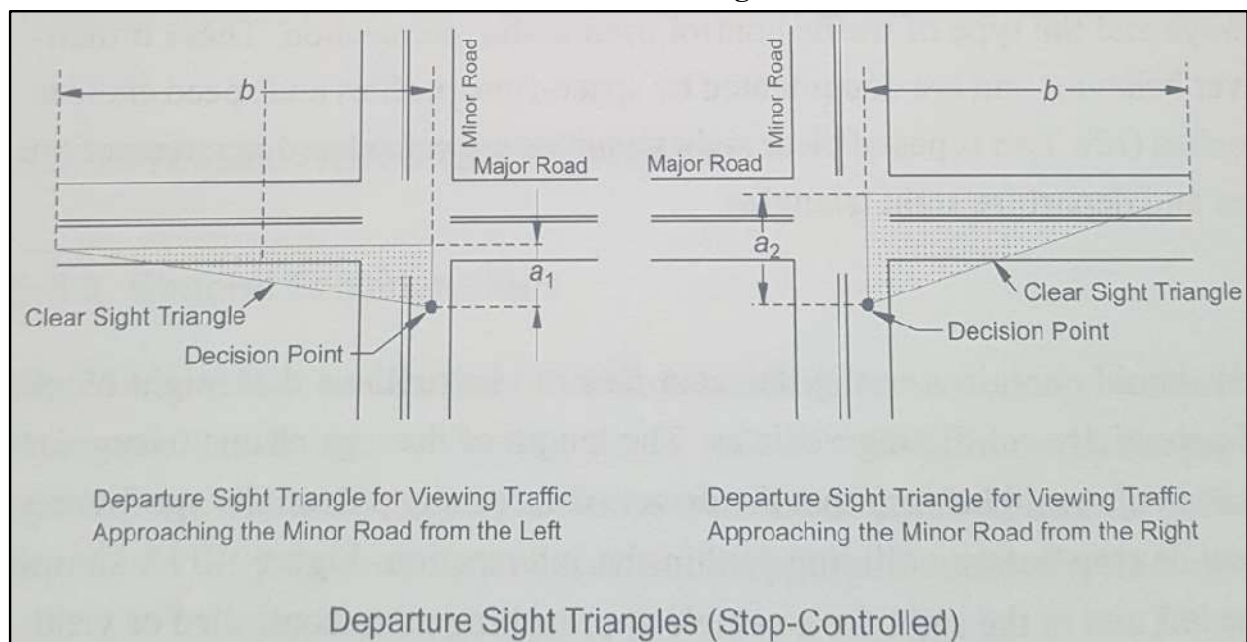
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Vosseler Court & Vosseler Terrace, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Vosseler Terrace, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Vosseler Terrace.

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.

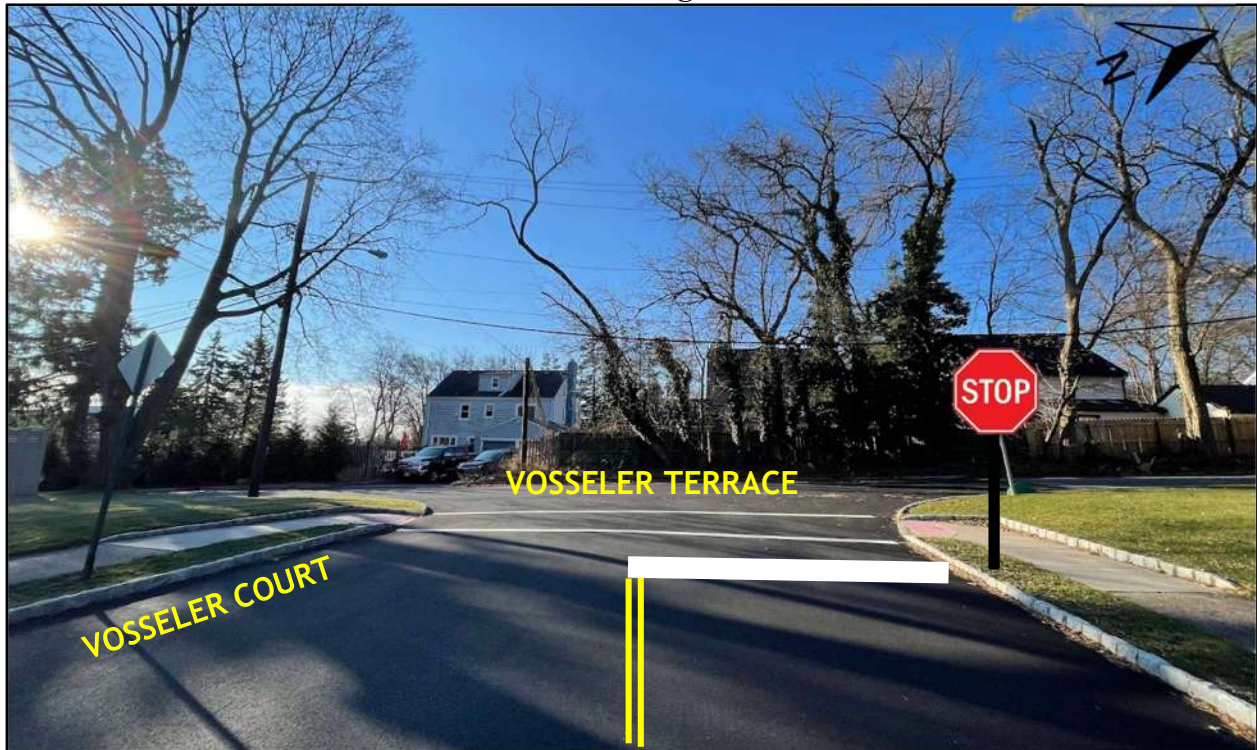
FIGURE 3 – Intersection Sight Distance





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 Vosseler Court 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 Vosseler Court to support the stop sign.

Sidewalk and Crosswalk Markings – We recommend that the Township maintain their sidewalks, installing additional sidewalks along Vosseler Terrace, 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.

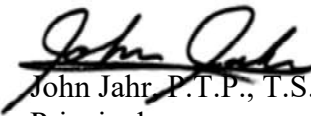


SUMMARY & CONCLUSIONS

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 intersection of Vosseler Court & Vosseler Terrace.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/9-Vosseler-Ct-Vosseler-Terr.docxs>



Bright View Engineering
Moving you forward

February 4, 2025

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
Devon Drive & Mountain Way
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Devon Drive & Mountain Way. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Devon Drive.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

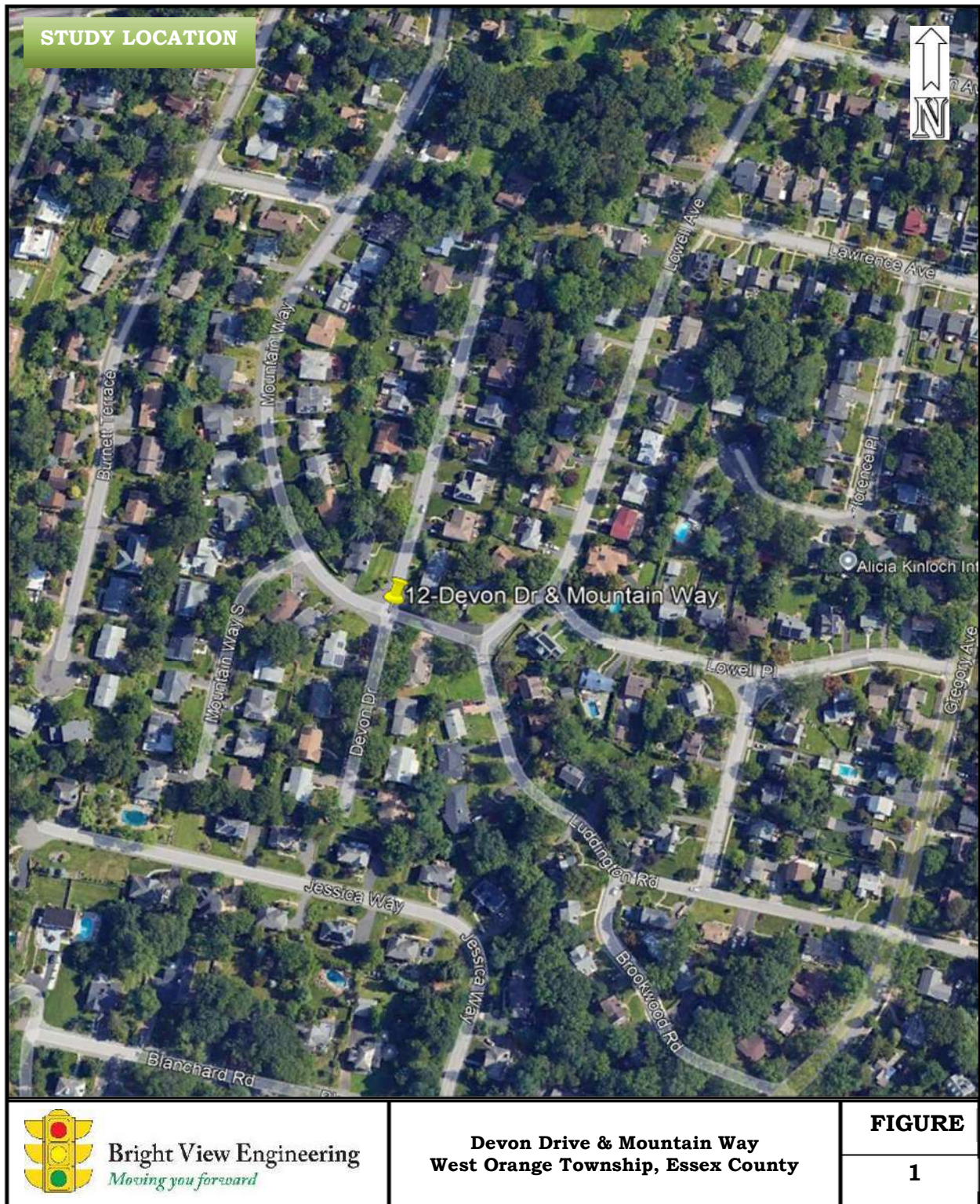
The intersection of Devon Drive & Mountain Way is a four-way unsignalized intersection. There is no traffic control at the intersection.

Devon Drive is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.20 miles. There are no NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. 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. Devon Drive provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Devon Drive is generally residential in nature.

Mountain Way is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.28 miles between Walker Road and Lowell Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Mountain Way is STOP-controlled at its intersection with Walker Road. The speed limit on the roadway is posted at 25 MPH. 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. Mountain Way provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Mountain Way is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. These are shown in **Table 1** below:

Table 1 – Crash Data 07/19

DATE	STREET	CROSS STREET	TYPE	Circumstance
07/12/19	Devon Drive	Mountain Way	Non-Fixed Object	Driver Inattention

Based upon the crash data provided, we observe that one (1) incident was reported at the study intersection on 07/12/19. The incident was not contributed to speeding but driver inattention.



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 Devon Drive & Mountain Way are obstructed due to overgrown foliage.

FIGURE 2 & 3 – Devon Drive & Mountain Way





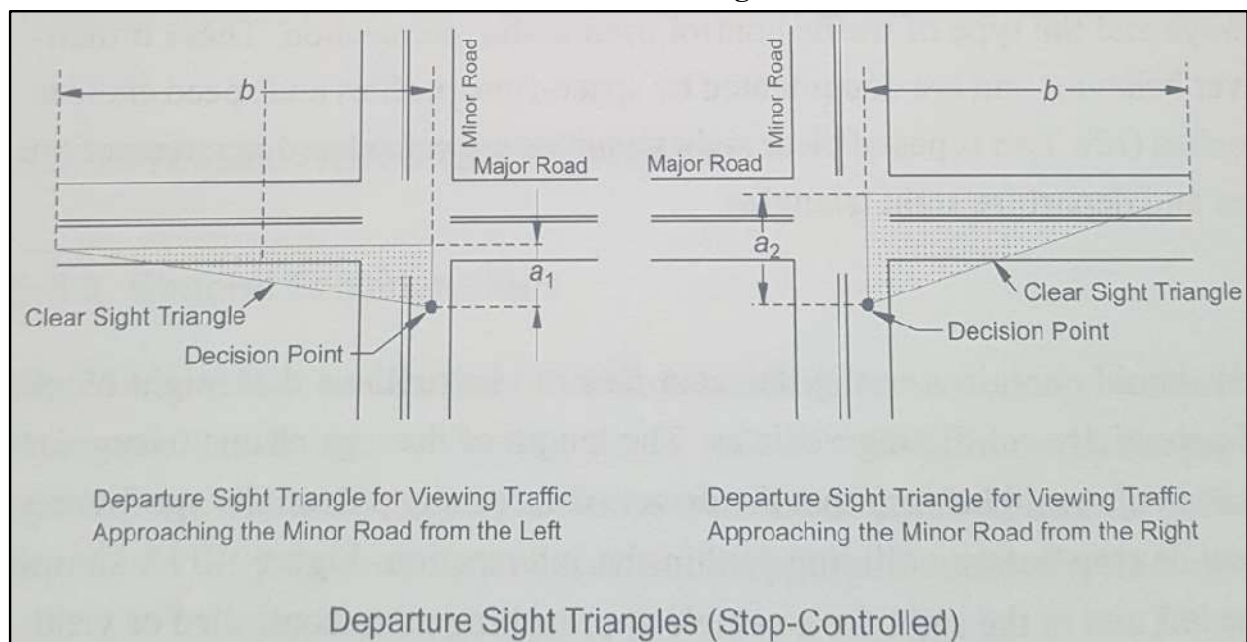
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Devon Drive & Mountain Way, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Mountain Way, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Mountain Way.

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 4 – 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 Devon Drive 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 5 & 6 – 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 Devon Drive 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.

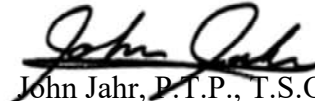


SUMMARY & CONCLUSIONS

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 STOP signs on both approach of Devon Drive and additional striping at the intersection of Devon Drive & Mountain Way.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/12-Devon-Dr-Mountain-Way.docxs>



Bright View Engineering
Moving you forward

February 4, 2025

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
Mountain Way South & Mountain Way
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Mountain Way South & Mountain Way. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Mountain Way South.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

The intersection of Mountain Way South & Mountain Way is a 3-legged unsignalized intersection. There is no traffic control at the intersection.

Mountain Way South is a north to south local street under the jurisdiction of the Township of West Orange which spans 430 feet between a dead-end and Mountain Way. There is no speed limit posted along the roadway. 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. Mountain Way provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Mountain Way South is generally residential in nature.

Mountain Way is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.28 miles between Walker Road and Lowell Avenue. There are no NJDOT Straight-Line Diagrams available for this roadway. Mountain Way is STOP-controlled at its intersection with Walker Road. The speed limit on the roadway is posted at 25 MPH. 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. Mountain Way provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Mountain Way is generally residential in nature.



FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

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 Mountain Way South & Mountain Way are obstructed due to overgrown foliage.

FIGURE 2 – Mountain Way South & Mountain Way





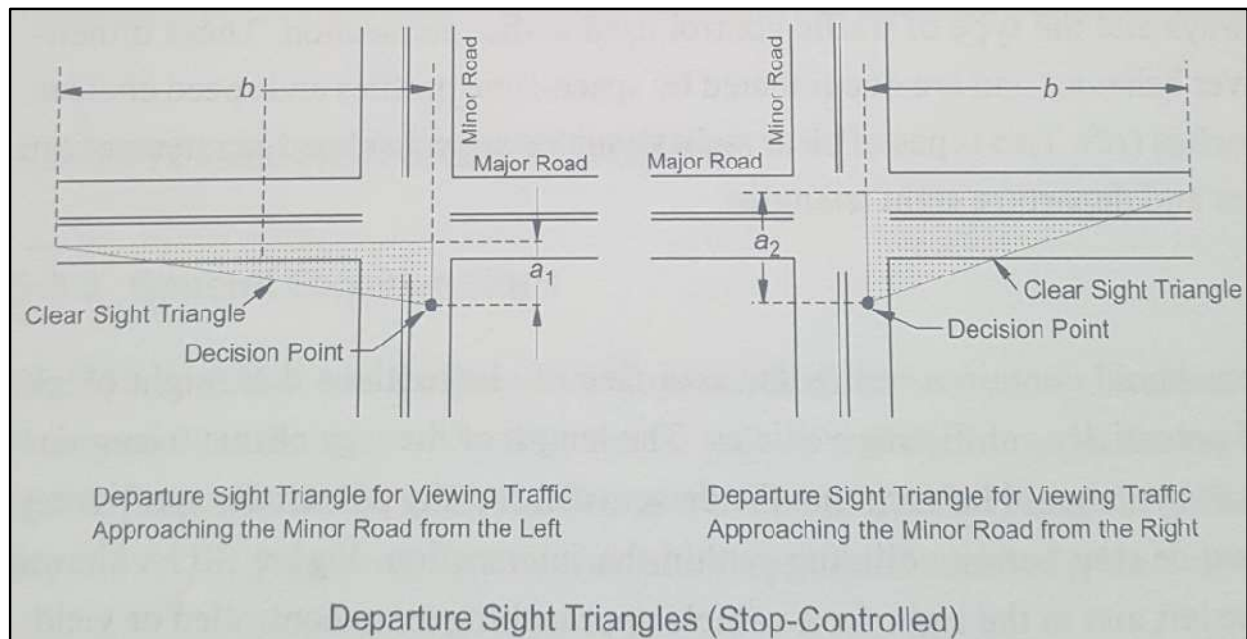
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Mountain Way South & Mountain Way, the line of sight of approaching vehicles was found to be obstructed due to foliage and the intersection's geometry. We observed that if vehicles stop closer to the mainline on Mountain Way, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Mountain Way.

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 Mountain Way South 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 and roadway geometry, 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 Mountain Way South 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.

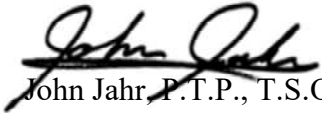


SUMMARY & CONCLUSIONS

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 intersection of Mountain Way South & Mountain Way.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/13-Mountain-Way-S-Mountain-Way.docxs>



Bright View Engineering
Moving you forward

February 4, 2025

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
Sylvan Place & Burnett Terrace
West Orange Township, Essex County, New Jersey
BVE Project No.: 241193

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 Sylvan Place & Burnett Terrace. This analysis was performed to assess the safety conditions at the intersection and the installation of a stop control on Sylvan Place.

Bright View Engineering (*BVE here-in*), in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and reviewed data provided by NJDOT's Safety Voyager 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.

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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:

The intersection of Sylvan Place & Burnett Terrace is a 3-legged unsignalized intersection. There is no traffic control at the intersection.

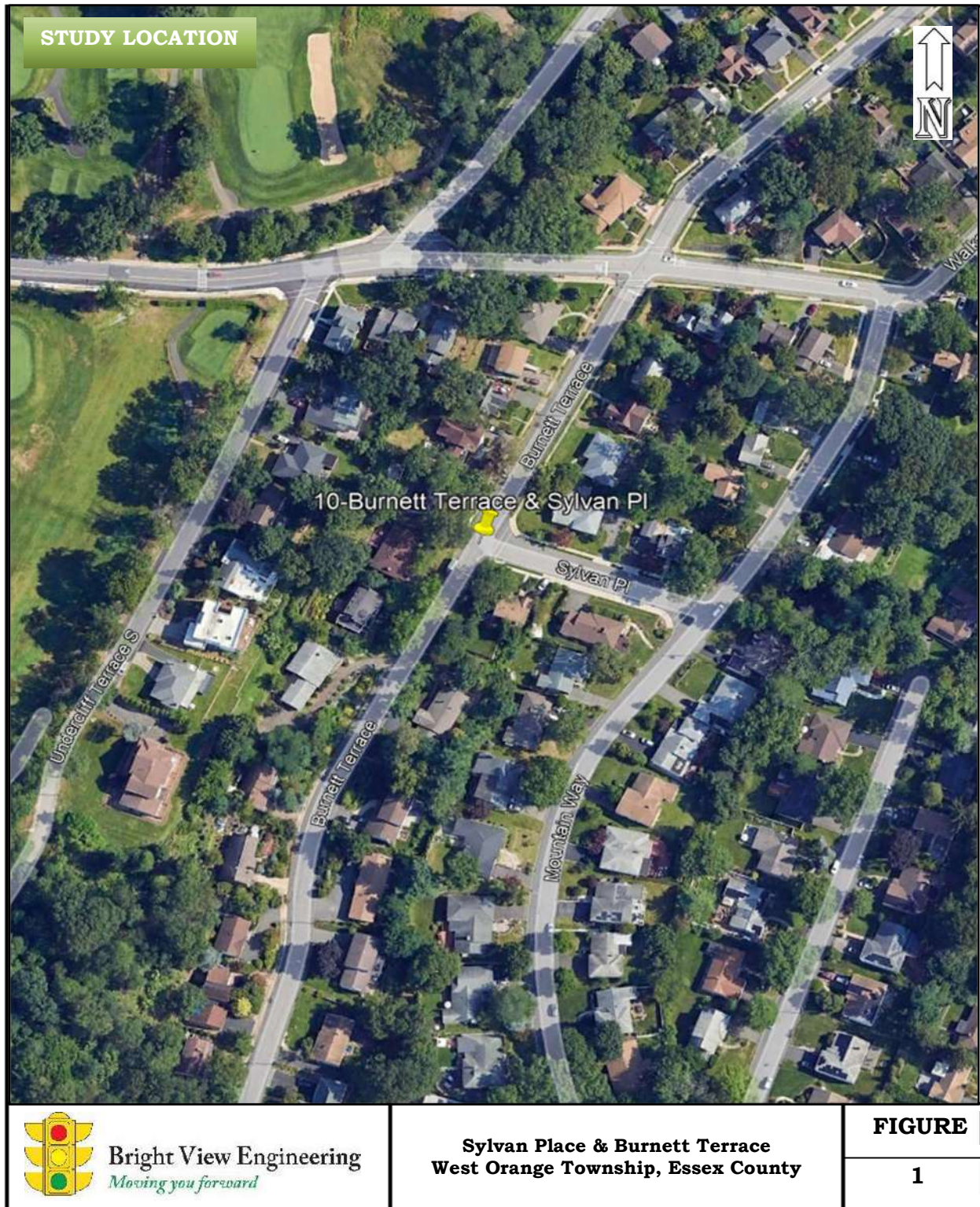
Sylvan Place is an east to west local street under the jurisdiction of the Township of West Orange which spans 0.04 miles between Mountain Way and Burnett Terrace. There are not NJDOT Straight-Line Diagrams available for this roadway. There is no speed limit posted along the roadway. It is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. Sylvan Place provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Sylvan Place is generally residential in nature.

Burnett Terrace is a north to south local street under the jurisdiction of the Township of West Orange which spans 0.47 miles between Walker Road and the Cul-de-sac located at the bottom of Burnett Terrace. There are no NJDOT Straight-Line Diagrams available for this roadway. Burnett Terrace is STOP-controlled on its intersection with Walker Road. The speed limit on the roadway is posted at 25 MPH. 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. Burnett Terrace provides an approximate pavement width of 30-ft and allows for bi-directional travel with one travel lane for each approach. On-street parking is permitted along both sides of the roadway. The land use along Burnett Terrace is generally residential in nature.

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FIGURE 1





DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through the NJDOT's Safety Voyager. We were provided with a data range from April 2022 through May 2022. These are shown in **Table 1** below:

Table 1 – Crash Data 04/22 to 05/22

DATE	STREET	CROSS STREET	TYPE	Circumstance
04/16/22	Burnett Terrace	Sylvan Place	Backing	Failed to Yield ROW
05/16/22	Sylvan Place	Burnett Terrace	Encroachment	Improper Turning

Based upon the provided crash data, we observe that two (2) incidents was reported at the study intersection. The incident was not contributed to speeding but improper passing and failure to yield to right-of-way.

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 horizontal and vertical sight lines at the intersection of Sylvan Place & Burnett Terrace are obstructed due to overgrown foliage and roadway's grade. Sylvan Place has an uphill grade as approaching the intersection.

FIGURE 2 – Sylvan Place & Burnett Terrace





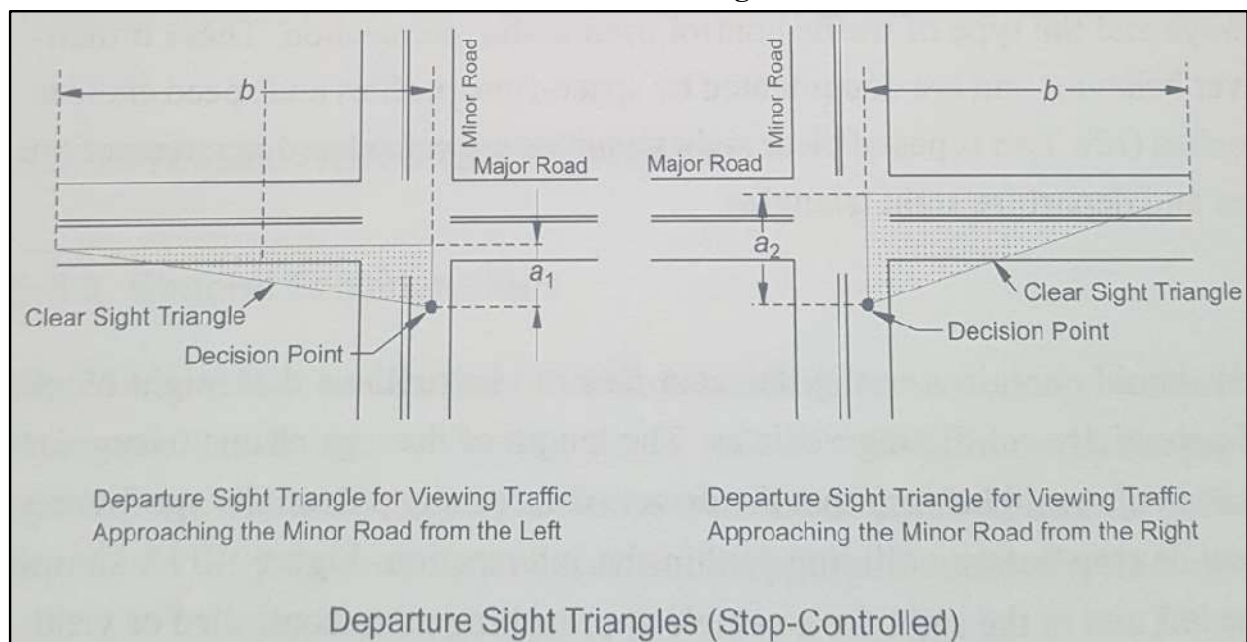
RECOMMENDATIONS

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

Sight Distance Improvements – At the intersection of Sylvan Place & Burnett Terrace, the line of sight of approaching vehicles was found to be obstructed. We observed that if vehicles stop closer to the mainline on Burnett Terrace, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Burnett Terrace.

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 Sylvan Place 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 Sylvan Place 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 intersection of Sylvan Place & Burnett Terrace.

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/am

<https://bvengr.sharepoint.com/sites/bvengr/proj/241193-WOT-StopControl/7-Reports-Analysis/Stop-Control/10-Sylvan-Pl-Burnett-Terr.docxs>

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 28 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE TO
ADD A SECTION AND ARTICLE REGARDING USAGE OF LEAF BLOWERS
WITHIN THE TOWNSHIP**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY, that Chapter 28 of the Revised General Ordinances of the Township of West Orange be and is hereby amended as follows:

I. PURPOSE

This purpose of this Ordinance is to limit the use of gas-powered leaf blowers seasonally within the Township of West Orange and then fully by January 1, 2026, and to promote a transition to the exclusive use of electric and battery-operated blowers on all properties within the Township whether privately or Township-owned.

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ARTICLE II: USAGE OF LEAF BLOWERS WITHIN THE TOWNSHIP OF WEST ORANGE

§ 28-12—DEFINITIONS

Air Quality Action Day: An air quality action day is called when the ozone and/or particulate matter forecasts reach an Air Quality Index (AQI) of orange (unhealthy for sensitive groups), red (unhealthy), or maroon (very unhealthy).

Electric-Powered Leaf Blower: A device powered by a battery or plug-in electricity, used in yard maintenance.

Gas-Powered Leaf Blower: A device powered by a two or four stroke engine using gasoline or a gasoline-oil mixture, primarily used for blowing grass clippings, debris, leaves, and dirt in yard and lawn maintenance.

Leaf Blowers: Gas or electric-powered leaf blowers.

Turbine Blower: (commonly referred to as a "Buffalo Blower"): A piece of equipment attached to a small tractor, golf cart, or other vehicle, and shall only be permitted pursuant to this ordinance only golf courses.

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

§ 28-13—LIMITATION ON LEAF BLOWERS

The use of gas-powered leaf blowers, except for turbine blowers, is prohibited within the Township of West Orange on residential, commercial, and Township-owned properties, subject to the following conditions:

1. Gas-powered leaf blowers may be used from March 1 to April 15, 2025, and from November 1 to December 31, 2025. Effective January 1, 2026, the use of gas-powered blowers shall be prohibited throughout the Township.
2. Leaf blowers shall not be used for the application of chemicals or products to treat insect or pest infestations.
- ~~3. Gas powered blowers shall not be used for gutter cleaning or snow clearing.~~
4. No gas or diesel generators may be utilized to power any electric leaf blowers at any time.
5. Leaf blowers shall not be operated on designated "air quality action days" as designated by the New Jersey Department of Environmental Protection and declared by the Township's Emergency Management Coordinator.
6. The hours of operation for all leaf blowers shall be limited to:

Weekdays: 8am to 6pm

Weekends: 10am. to 6pm.

- ~~7. The use of turbine blowers shall be restricted to lots in excess of 15 acres. The prohibition of using turbine blowers for the application of chemicals to treat bug or insect infestation is banned. ***Turbine blowers shall be permitted.***~~

§28-14—**EMERGENCIES**

The Emergency Management Coordinator has the authority to suspend one or more provisions of this chapter for up to 24 hours if they determine an emergency exists in the Township. This suspension can be extended daily for as long as the emergency continues.

§28-15—**ENFORCEMENT**

This ordinance will be enforced by the Code Enforcement Officer. To report a violation, individuals should email ZoningOfficial@westorange.org with a time-stamped photo showing the violation, along with any relevant details such as equipment, company truck, and the incident's address, date, and time. The Zoning Officer will then issue a summons to both the homeowner and the landscaper. If the summons is disputed or not paid, a court date will be scheduled.

Penalties for violations:

- First Violation: Written warning issued to both homeowner and landscaping company
- Second Violation: \$200 fine issued to both homeowner and landscaping company
- Third Violation: \$500 fine issued to both homeowner and landscaping company

After three violations by the same landscaping company, that company shall be suspended from working in West Orange for one year. Each violation shall be considered a separate offense.

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§ 28-16—LAWN CARE REGISTRY

To ensure compliance with this ordinance, all lawn care businesses operating within the Township must be registered with the Township. A list of authorized businesses will be posted on the Township's website. This registry will be formalized by resolution.

II. SEVERABILITY

If any part of this Ordinance is found to be invalid, the judgment will apply only to that specific section, paragraph, subparagraph, clause, or provision, and the remainder of the Ordinance will remain valid and in effect.

III. REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of ordinances inconsistent with this chapter are hereby repealed.

IV. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication, as provided by law.

SUSAN McCARTNEY, MAYOR

JOE KRAKOVIAK,
COUNCIL PRESIDENT

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

INTRODUCED: February 11, 2025

ADOPTED: [March 11, 2025](#)

Deleted: February 25, 2025

Legislative History

Science has shown that the noise, particulate matter, gas and oil fuel mixture being released unburned, and the fumes from burnt fuel are hazardous to the health of the workers, residents, particularly seniors and children and those with respiratory conditions, causing hearing loss and potential cancers, hypertension, cardiac disease, and increased stress levels. The practice of blowing leaves and other debris for property maintenance has unintended environmental and health consequences that disrupt and destroy animal, bird, insect and pollinator habitat, including adversely impacting the respiratory health of our pets. The Township wishes to continue to strengthen its commitment to public health and wellness and environmental sustainability and believes that the proposed amendments will help achieve greater equity and public health as well as quality of life. Commercial-grade battery-powered leaf blowers have become more readily available. The Township believes that the passage of this ordinance will more clearly reflect the needs and values of the West Orange community.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 4-6, DRUG-FREE SCHOOL ZONES,
SUBSECTION 4-6.2, ADOPTION OF DIRECTIVE AND SCHEMATIC MAPS,
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. Subsection 4-6.2, Adoption of Directive and Schematic Maps, of the Revised General Ordinance of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

<u>School</u>	<u>Address</u>
#15. Liberty Middle School	1 Kelly Drive
#16. Golda Och Academy Upper Campus	1418 Pleasant Valley Way

The following schools have changed names, and should be amended as follows (*italic type denotes deletion, bold type denotes addition*):

<u>Former Name</u>	<u>Current Name</u>
<i>#5. Solomon Schechter School</i>	Golda Och Academy Lower Campus
<i>#8. Pleasantdale Elementary School</i>	Kelly Elementary School
<i>#11. Our Lady of Lourdes School</i>	Mount Carmel Guild Academy
<i>#12. Saint Joseph's School</i>	Fedcap School

Section 2. If any provisions 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 by Resolution of the Essex County Board of Chosen Freeholders.

SUSAN McCARTNEY, MAYOR

JOE KRAKOVIAK,
COUNCIL PRESIDENT

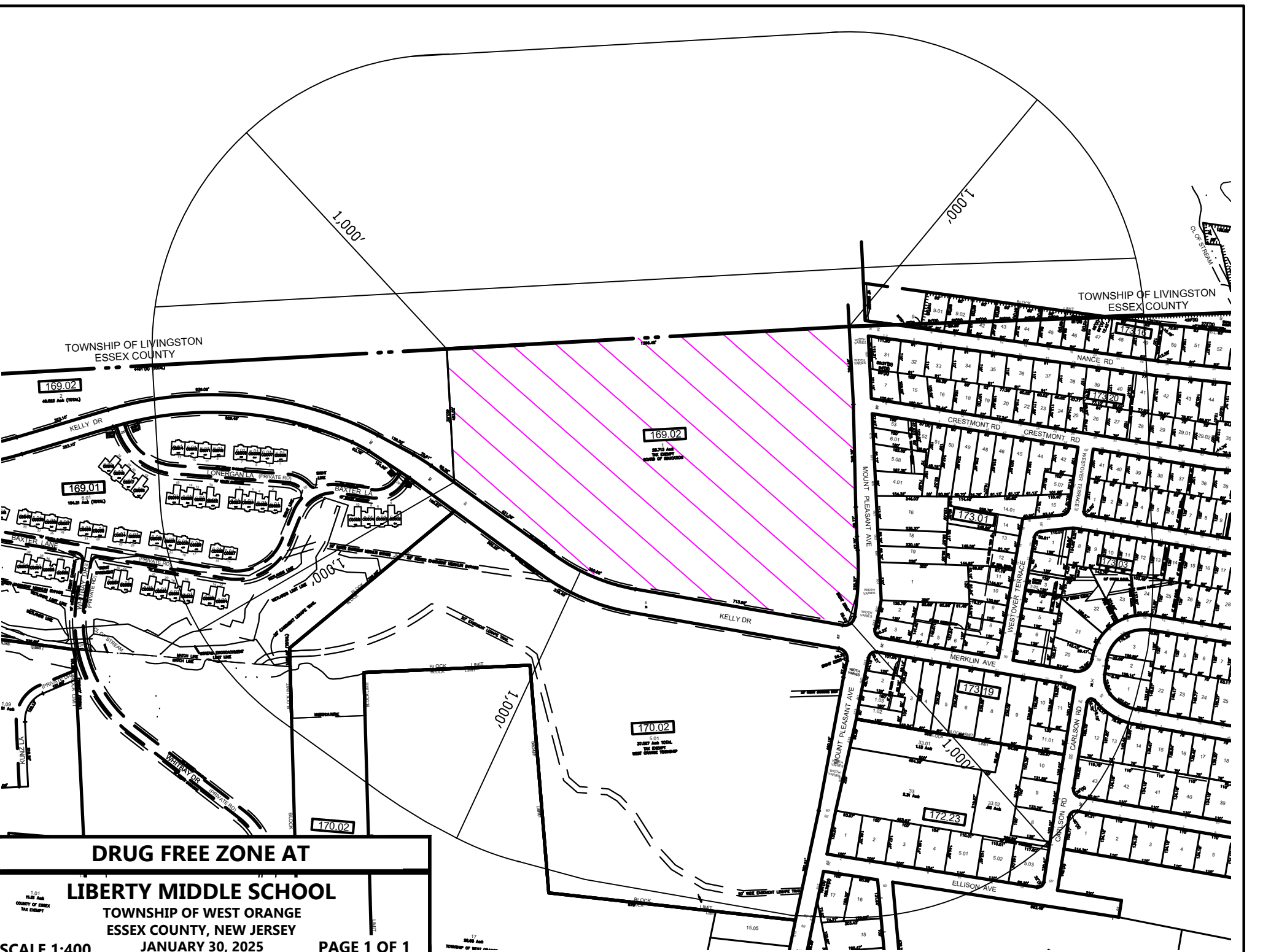
**KAREN J. CARNEVALE, R.M.C.,
MUNICIPAL CLERK**

INTRODUCED: February 25, 2025

ADOPTED: March 11, 2025

LEGISLATIVE HISTORY

This Ordinance amends Chapter 4-6 Drug Free School Zones of the Revised General Ordinances. It establishes a Drug Free School Zone at Liberty Middle School, and Golda Och Academy Upper Campus, and updated the names of other schools that have changed in the past.



1.01

PLAT AND

COUNTY OF ESSEX

TOWNSHIP OF

DRUG FREE ZONE AT

LIBERTY MIDDLE SCHOOL

TOWNSHIP OF WEST ORANGE

ESSEX COUNTY, NEW JERSEY

JANUARY 30, 2025

PAGE 1 OF 1

**AN ORDINANCE AMENDING CHAPTER 4, SECTION 34.3 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(EXTRA DUTY EMPLOYMENT FOR POLICE OFFICERS-RATES OF COMPENSATION;
ADMINISTRATIVE FEES; PAYMENT FOR SERVICES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4, Section 34.3 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 fines set forth in Chapter 4, Section 34.3 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 4, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§4-34.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “Rates of Compensation; Administrative Fees; Payment for Services” which specifies the rate of compensation to employees of the Township Police Department performing Extra Duty Services shall be repealed and replaced by the following language:

Because of the myriad types of assignments that Police Officers may be called upon to perform, it is reasonable that different rates apply.

a. Unless there are contractual agreements with a vendor/contractor to the contrary, the following rates of compensation apply:

1. Steady Security/Crowd Control Assignments. Steady security and crowd control assignments shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution.

2. Special Event Security and Holiday/Crowd Control Assignments. Special event security and crowd control assignments shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution. Special event security/crowd control assignments are defined as assignments not worked on a regular/steady basis.

4. Traffic/Road Construction. Assignments for all traffic control at construction site assignments shall be as follows:

(a) Assignments between 12:00 a.m. on Monday and 11:59 p.m. on Friday shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution.

(b) Assignments between 12:00 a.m. on Saturday and 11:59 p.m. on Sunday shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution..

(c) All road construction assignments that require the use of a marked patrol unit shall be charged additionally, as prescribed by Resolution. This is in addition to the administrative fees already billed. The assignment of the vehicle will be

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determined by the Police Administration and availability of the vehicles at the time of the request.

(d) All emergency road work assignments which are received by the Township on less than 24 hours notice shall require a separate fee paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution.

b. All assignments shall have a four hour minimum per officer contracted.

c. Officers are entitled to the minimum hours of compensation stipulated in subsection 4-34.3b if their assignment is cancelled upon their arrival at the job site without advance notice stipulated in subsection 4-34.4c.

d. Officers who begin an assignment, but who are cancelled prior to the completion of the assignment shall be entitled to the minimum compensation stipulated in subsection 4-34.3b or the number of hours worked, whichever is longer.

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

JOE KRAKOVIAK
COUNCIL PRESIDENT

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

INTRODUCED: March 11, 2025

ADOPTED: March 25, 2025

2902-25

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 4 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution and revise the categories of assignments and simply same.

2903-25

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**AN ORDINANCE AMENDING CHAPTER 10, SECTIONS 2 AND 11 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE REGARDING
ADDITIONAL REQUIREMENTS FOR DOG AND CAT LICENSING FOR
MULTI-FAMILY HOMES AND VETERINARIANS**

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**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 10, Section 2 *et seq.* and Section 11 *et seq.* of the
Revised General Ordinances of the Township of West Orange be and are hereby amended and
supplemented as follows:

I. PURPOSE

The purpose of this ordinance is to require owners of multi-family residents and
veterinarians to comply with the terms of Chapter 10, Section 2 *et seq.* requiring that all dogs
residing in the Township of West Orange maintain a dog license.

**II. CHAPTER 10, SECTION 2 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

§ 10-2.1. Definitions.

As used in this chapter:

DOG

Shall mean any dog, male or female.

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DOG OF LICENSING AGE

Shall mean any dog which has attained the age of seven months or which possesses a set
of permanent teeth.

KEEPER

Shall mean any person exercising control over a dog or permitting a dog to remain on
premises under his control.

KENNEL

Shall mean any establishment wherein or whereon the business of boarding or
selling dogs or breeding dogs for sale is carried on, except a pet shop.

OWNER

When applied to the proprietorship of a dog shall mean and include every person having
a right of property in such dog and every person who has such dog in his keeping.

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PET SHOP

Shall mean any room or group of rooms, cage or exhibition pen, not part of a kennel,
wherein dogs for sale are kept or displayed.

POUND

Shall mean an establishment for the confinement of dogs seized either under the provisions of this chapter or otherwise.

SHELTER

Shall mean any establishment where dogs are received, housed and distributed without charge.

VICIOUS DOG

Shall mean any dog which has attacked or bitten any human being on three separate occasions within a period of one year, and which dog is declared to be vicious by the Judge of the Municipal Court; or any dog which has bitten or attacked any other dog or domestic animal on three separate occasions within a period of one year, and which dog is declared to be vicious by the Municipal Judge; or any dog which, for good cause shown at the hearing pursuant to subsection § 10-6.2, is declared to be vicious by the Judge of the Municipal Court.

§ 10-2.2. Application for License.

Each application for a license under this chapter shall provide the following information:

- a. A general description of the dog sought to be licensed, including name, breed, sex, age, color and markings, and whether such dog is altered with documentation indicating that such dog is spayed and/or neutered, and whether such dog is of a long or short haired variety.
 - b. Name, street and post office address of the owner or keeper of such dog.
 - c. Telephone number and e-mail address of the owner or keeper of such dog.
 - d. Evidence of inoculation with rabies vaccine showing a validation date effective through October 31st of the current year or certificate of exemption. The owner or keeper shall provide evidence that the dog to be licensed and registered has been inoculated with a rabies vaccine of a type approved by and administered in accordance with the recommendations of the United States Department of Human Services or has been certified exempt. The rabies inoculation shall be administered by a duly licensed veterinarian, or by such other veterinarian permitted by law to do the same.
- Registration numbers shall be issued in the order in which applications are received.

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§ 10-2.3. Application for License and Renewal, When Made.

The application for a license shall be made within 10 days of the day upon which the dog first becomes subject to the provisions of this section. Applications for license renewal and registration tags for dogs which are required to be licensed by the provisions of subsection § 10-2.1 shall be made before February 1 of each calendar year.

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§ 10-2.4. License Record.

The information on all applications under this chapter and the registration number issued to each licensed dog shall be preserved for a period of three years by the Health Department. In addition, it shall forward similar information to the State Department of Health each month on forms furnished by the Department.

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§10-2.5. Fees.

The following fees are applicable to dog license and dog registration fee applications:

- a. The person applying for a license shall pay a fee in an amount prescribed by Resolution. These same fees shall apply and be charged with the annual renewal of each license and registration fee.
- b. In addition, a late fee in an amount prescribed by Resolution will be charged to any person who submits an application on or after March 1 of any calendar year for a renewal of a license for a dog required to be licensed under subsection § 10-2.1a. Such fee shall be charged to each late application submitted.
- c. The fee for a potentially dangerous dog license shall be set forth by Resolution in accordance with N.J.S.A. 4:19-31.

§ 10-2.6. Requirements for Veterinarians and Home Owners

a. All property owners shall be required to ensure that all tenants and/or other occupants in their residence with a dog have a valid, up to date dog license from the Township of West Orange. This applies to all property owners who have a tenant or occupant with a dog at their premises for more than thirty (30) days.

b. All veterinarians or clinics within West Orange licensed under New Jersey law must ensure that any dog living with persons who reside in West Orange have a valid dog license from the Township of West Orange which shall be renewed annually.

c. All veterinarians or animal clinics within West Orange licensed under New Jersey law must provide the Township with a list of all clients who reside in West Orange, including the type of dog, the resident's name, address, telephone number and e-mail address. This list shall be provided by each licensed veterinarian and/or clinic on an annual basis beginning on the first of each year.

§ 10-2.7. Expiration Date.

Each dog license and registration tag shall expire on the last day of January of each year.

§10-2.8. Exceptions.

The provisions of this section shall not apply to any dog licensed under Section § 10-3. Dogs used as guides for blind persons and commonly known as "seeing eye dogs" shall be licensed in the same manner as other dogs, except that the owner or keeper shall not be required to pay any fee.

III. CHAPTER 10, SECTION 11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

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§ 10-11.1. Definitions

As used in this section:

ALTERED

Shall mean rendered permanently incapable of reproduction as certified by a licensed veterinarian.

ANIMAL

Shall mean a dog or cat.

CAT

Shall mean any member of the domestic feline species; male, female, or altered.

CAT OF LICENSING AGE

Shall mean any cat which has attained the age of seven months, or which possesses a set of permanent teeth.

CATTERY

Shall mean any room or group of rooms, cage, or exhibition pen, not part of a kennel, wherein cats for sale are kept or displayed.

HEALTH DEPARTMENT

Shall mean the Department of Health and Welfare of the Township of West Orange.

OWNER

When applied to the proprietorship of a cat shall mean and include every person having a right of property (or custody) in such cat and every person who has such cat in his/her keeping, or who harbors or maintains a cat or knowingly permits a cat to remain on or about any premises occupied by that person.

PERSON

Shall mean any individual, corporation, partnership, organization, or institution commonly recognized by law as a unit.

TOWNSHIP

Shall mean the Township of West Orange.

§ 10-11.2. Rabies Vaccinations of Cats

a. Vaccination and License Requirements. No person shall own, keep, harbor, or maintain any cat over seven months of age within the Township unless such cat is vaccinated and licensed. The provisions of this subsection do not apply to cats held in a cattery, or those held by a State or Federal licensed research facility, or a veterinary establishment where cats are received or kept for diagnostic, medical, surgical, or other treatments, or licensed animal shelters, pounds, kennels, or pet shops.

b. Vaccination. All cats shall be vaccinated against rabies by a licensed veterinarian in accordance with the latest "Compendium of Animal Rabies Vaccines and

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Recommendations of Immunization" published by the National Association of State Public Health Veterinarians, except as provided for in paragraph d.

c. Vaccination Certificate. A certificate of vaccination shall be issued to the owner of each animal vaccinated on a form recommended by the State.

d. Exemptions. Any cat may be exempted from the requirements of such vaccination for a specified period of time by the Health Department, upon presentation of a veterinarian's certificate stating that because of an infirmity or other physical condition, or regimen of therapy, the inoculation of such cat shall be deemed inadvisable.

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§ 10-11.3. Licensing Requirements

a. Display of License Number Required. Any person who shall own, keep, or harbor a cat of licensing age shall annually apply for and procure from the Health Department a license and official registration tag with license number, or a registration sleeve for each cat so owned, kept, or harbored, and shall place upon such cat a collar, or other device with the license number securely fastened or displayed thereto. Acceptable methods of displaying license number shall include, but are not limited to, breakaway or elastic collars. License tags or sleeves are not transferable.

b. Time for Applying for License. The owner of any newly acquired cat of licensing age, or of any cat which attains licensing age, shall make application for license tag or sleeve for such cat within 10 days after such acquisition or age attainment. This requirement will not apply to a nonresident keeping a cat within the Township for not longer than 90 days. Applications shall be furnished by the Health Department.

c. Cats Brought into Township. Any person who shall bring, or cause to be brought into this Township, any cat licensed in another State for the current year, and bearing registration tag or sleeve, and shall keep the same or permit the same to be kept within the Township for a period of more than 90 days, shall immediately apply for a license and registration tag or sleeve for each such cat.

d. Application, Contents, Preservation of Information. The application shall state the name, breed, sex, age, color, whether such cat is altered, including documentation indicating whether the cat is spayed and/or neutered, and markings of the cat for which license and registration are sought, and whether it is of a long or shorthaired variety; also the name, street, e-mail address, telephone number and post office address of the owner, and the person who shall keep or harbor such cat. The information on the application and the registration number issued for the cat shall be preserved for a period of three years by the Health Department.

e. License Forms and Tags. License forms and official tags or sleeves shall be furnished by the Health Department and shall be numbered serially, and shall bear the year of issuance and the name of the municipality.

f. Evidence of Inoculation with Rabies Vaccine or Certification of Exemption; Requirement for License. The Health Department shall not grant any such license and

official registration tag or sleeve for any cat, unless the owner thereof provides evidence that the cat to be licensed and registered has been inoculated with a rabies vaccine of a type approved by and administered in accordance with the recommendations of the United States Department of Human Services, or has been certified exempt as provided by subsection § 10-11.2. The rabies inoculation shall be administered by a duly licensed veterinarian, or by such other veterinarian permitted by law to do the same.

g. License Fee Schedule. A license shall be issued after payment of a fee as prescribed by Resolution. Persons who fail to obtain a license as required within the time period specified in this section, will be subject to a late fee in an amount prescribed by Resolution.

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h. Fees, Renewals, Expiration Date of License. License from another municipality shall be accepted. The person applying for the license and registration tag and/or sleeve shall pay the fee fixed or authorized. The fee for the renewal of license and registration tag or sleeve shall be the same as for the original, and the license, registration tag or sleeve and renewal thereof shall expire on January 31 of the following year.

Only one license and registration tag or sleeve shall be required in the licensing year for any cat in this Township. Any valid New Jersey license tag or sleeve issued by a New Jersey municipality shall be accepted by this municipality as evidence of compliance.

i. Loss of License. If a license tag or sleeve has been misplaced or lost, the Health Department may issue a replacement license and/or registration sleeve for that particular cat.

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j. Proof of Licensing. Proof of licensing shall be produced by any person owning, keeping, maintaining, or harboring a cat, upon the request of any Health Official, Police Officer, Animal Control Officer, or other authorized person.

k. Interfering with Persons Performing Duties Under this Section. No person shall hinder, molest, or interfere with anyone authorized or empowered to perform any duty under this section.

l. Disposition of Fees Collected. License fees and other moneys collected or received under the provisions of this section, shall be forwarded to the Chief Financial Officer of the Township, and shall be placed in a special account separate from any of the other accounts of the municipality and shall be used for the following purposes only; collecting, keeping, and disposing of cats liable to seizure, for local prevention and control of rabies, providing anti-rabies treatment under the direction of the Health Department for any person known or suspected to have been exposed to rabies, and for administering the provisions of this section. Any unexpected balance remaining in such special account shall be retained until the end of the third fiscal year following, and may be used for any of the purposes set forth in this section. At the end of the third fiscal year following and at the end of each fiscal year thereafter, there shall be transferred from such special account to the general funds of the municipality any amount then in such account which is in excess of the municipality any amount then in such account which is

in excess of the total amount paid into the special account during the last two fiscal years next preceding.

m. All property owners shall be required to ensure that all tenants and/or other occupants in their residence with a cat have a valid, up to date cat license from the Township of West Orange. This applies to all property owners who have a tenant or occupant with a cat at their premises for more than thirty (30) days.

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n. All veterinarians or clinics licensed under New Jersey law must ensure that any cat living with persons who reside in West Orange have a valid cat license from the Township of West Orange which shall be renewed annually.

o. All veterinarians or animal clinics licensed under New Jersey law must provide the Township with a list of all clients who reside in West Orange, including the type of cat, the resident's name, address, telephone number and e-mail address. This list shall be provided by each licensed veterinarian and/or clinic on an annual basis beginning on the first of each year.

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§ 10-11.4. Penalty

Except as otherwise provided in this section, any person who violates, or who fails or refuses to comply with this section shall be liable, upon conviction, to a penalty in an amount prescribed by Resolution. Any person suspected of being a first offender shall receive a written warning that he/she will have 30 days to obtain a license and if no such license is obtained within that period a notice of violation will be issued.

IV. 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.

V. SEVERABILITY

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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

JOE KRAKOVIAK,
COUNCIL PRESIDENT

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

INTRODUCED: [March 11, 2025](#)

ADOPTED: [March 25, 2025](#)

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Legislative History

This Ordinance amends and supplements Chapter 10 Sections 2 and 11 to require veterinarians licensed in the State of New Jersey and property owners ensure that dogs or cats residing in the Township of West Orange are licensed by the Township of West Orange in accordance with this Ordinance.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTIONS 7-11
PARKING TIME LIMITED ON CERTAIN STREETS DURING CERTAIN HOURS, 7-14.2A
PARKING PROHIBITED ON CERTAIN STREETS DURING CERTAIN HOURS OF CERTAIN DAYS, AND 7-14.3
PARKING TIME LIMITED ON CERTAIN STREETS DURING CERTAIN HOURS OF CERTAIN DAYS
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. Subsection 7-11 PARKING TIME LIMITED ON CERTAIN STREETS DURING CERTAIN HOURS, 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**):

<u>Name of Street</u>	<u>Sides</u>	<u>Time Limit</u>	<u>Hours</u>	<u>Location</u>
<i>Colony Drive East</i>	<i>Both</i>	<i>1 hr.</i>	<i>8:00 AM-10:00 AM</i>	<i>Northfield Avenue southerly to the southerly curb line of Brook Place extended.</i>

Section 2. Subsection 7-14.2A PARKING PROHIBITED ON CERTAIN STREETS DURING CERTAIN HOURS OF CERTAIN DAYS, 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**):

<u>Name of Street</u>	<u>Side</u>	<u>Hours</u>	<u>Days</u>	<u>Location</u>
Colony Drive East	Both	8:00AM-10:00AM	School Days	Entire Length
Elliott Place	Both	8:00AM-10:00AM	School Days	Entire Length
Pitney Street	Both	8:00AM-10:00AM	School Days	Entire Length
Swayze Street	Both	8:00AM-10:00AM	School Days	Entire Length

Section 3. Subsection 7-14.3 PARKING TIME LIMITED ON CERTAIN STREETS DURING CERTAIN HOURS OF CERTAIN DAYS, 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**):

<u>Name of Street</u>	<u>Sides</u>	<u>Time Limit</u>	<u>Hours</u>	<u>Days</u>	<u>Location</u>
<i>Pitney Street</i>	<i>Both</i>	<i>1 hr.</i>	<i>8AM-10AM</i>	<i>M-F</i>	<i>Entire Length</i>
<i>Swayze Street</i>	<i>Both</i>	<i>1 hr.</i>	<i>8AM-10AM</i>	<i>M-F</i>	<i>Entire Length</i>

Section 4. If any provisions of this 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 this Ordinance are severable.

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

Susan McCartney, Mayor

Joe Krakoviak, Council President

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

Introduced: March 11, 2025

Adopted: March 13, 2025

LEGISLATIVE HISTORY

This Ordinance eliminates the 8AM-10AM One Hour Parking Zones on Colony Drive East, Pitney Street, and Swayze Street and creates new 8AM-10AM No Parking Zones there and at Elliott Place to discourage all-day parking by Seton Hall Prep students, NYC commuters, and Parents/Teachers at Kelly Elementary School during school opening hours, and allow parking at other times for the residents. This change was recommended by the Traffic Division of WOPD, and in response to local residents' requests.