

**TOWNSHIP OF LITTLE FALLS
ORDINANCE NO. 1511**

**AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF LITTLE FALLS, IN THE COUNTY OF PASSAIC, STATE OF NEW JERSEY,
TO AMEND CHAPTER 7 (ON-STREET REGULATIONS)
OF THE CODE OF THE TOWNSHIP OF LITTLE FALLS**

WHEREAS, the Motor Vehicle and Traffic Law, N.J.S.A. 39:4-8 and -197(1)(a), authorize a county or a municipality to regulate by ordinance or resolution the designation of reasonable and safe speed limits upon self-contained streets having no direct connection with any street in another jurisdiction or county; and

WHEREAS, the authority of counties and municipalities to regulate and designate reasonable and safe speed limits requires certification by the county or municipal engineer that the erection of such signs has been approved by them, is in the interest of safety, and conforms to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways; and

WHEREAS, the Township Council of the Township of Little Falls, County of Passaic, State of New Jersey, desires to revise Chapter 410 of the Code of the Township of Little Falls in order to lower the speed limit on various roadways in the Township; and

WHEREAS, the Township of Little Falls prepared a Report, which concluded that the proposed reduction in the speed limit along the roadways noted herein to 25 mph on both sides of the roadway would conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways; and

WHEREAS, the Township of Little Falls referred the Report to the Passaic County Engineer; and

WHEREAS, the County Engineer has reviewed the Report without comment; and

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Little Falls, that Chapter 7, On-Street Regulations, of the Code of the Township of Little Falls, is hereby amended and supplemented as follows:

§7-28 Speed Limits.

Name of Street	Direction of Travel	Speed Limit
<u>Stevens Avenue</u>	<u>Both directions</u>	<u>25 MPH</u> <u>From Main Street to the Township</u> <u>Border of Cedar Grove</u> <u>(Approximately 735 Feet South of</u> <u>Crane Street)</u>
<u>Ridge Road</u>	<u>Both directions</u>	<u>25 MPH</u> <u>From Long Hill Road to the</u> <u>Township Border of Cedar Grove</u> <u>(Approximately 1,296 Feet South of</u> <u>Notch Park Road)</u>
<u>Long Hill Road</u>	<u>Both directions</u>	<u>25 MPH</u> <u>From Browertown Road to the</u> <u>Montclair Border (Approximately</u> <u>885 Feet South of Clove Road)</u>

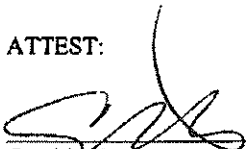
Main Street /
East Main Street Both directions 25 MPH
From the Fairfield Border
(Approximately 205 Feet North/East
of WoodCliff Avenue) to
Browertown Road

NOW, THEREFORE, BE IT FURTHER ORDAINED that:

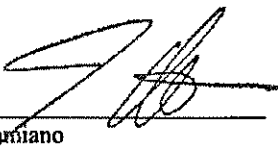
1. Ordinances, resolutions and regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistency; and
2. If any section, subsection, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portion of the Ordinance; and
3. Except as hereby amended, the Code of the Township of Little Falls shall remain in full force and effect.
4. This Ordinance shall take effect twenty days after final passage and publication in accordance with law.
5. **Referral to Passaic County Engineer & Effective Date.** A certified copy of the Ordinance shall be forwarded to the Passaic County Engineer. This Ordinance shall take effect upon final adoption after publication in accordance with law and upon a concurring adopted Passaic County Resolution

PASSED: February 24, 2025

ATTEST:


Cynthia Kraus
Municipal Clerk

APPROVE:


James Belford Damiano
Mayor

MAINTENANCE AGREEMENT

This **MAINTENANCE AGREEMENT** (hereafter "Agreement") made on this _____ day of April, 2023 by and between the COUNTY OF PASSAIC, a corporate body politic with its principal office at 401 Grand Street, Paterson, New Jersey 07505 (hereafter "County") and the CITY OF CLIFTON, a corporate body politic with its principal office at 900 Clifton Avenue, Clifton, New Jersey 07013 (hereafter "City").

WITNESSETH:

WHEREAS, the County has undertaken the installation of rectangular rapid flashing light beacons for a crosswalk approximately located near 1670 Kingsland Road (hereafter "Project"); and

WHEREAS, the Project includes the installation of two solar-powered pedestrian crosswalk beacons (hereafter "Beacons"), and crosswalk striping across Kingsland Road; and

WHEREAS, for the conditions and covenants as set forth herein, upon completion of the Project by the County, ownership of the Beacons shall be with the City; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Parties hereby agree as follows:

1. Incorporation of Recitals. The recitals above are hereby incorporated by referenced herein.
2. Section Headings. The section headings are solely for reference purposes and neither limit or expand upon the language in each section of the Agreement.
3. Project Management. The County will serve as the project manager of the Project, specifically, the County will purchase and install two (2) solar-powered pedestrian crosswalk flashing beacons and ensure that crosswalk striping is placed in between the Beacons. The County will fund the project through a grant made available to the County by the New Jersey Department of Transportation.
4. Ownership of the Pedestrian Beacons. Upon completion of the Project, and approval by the County Engineer and City Engineer, the City agrees to accept ownership and all maintenance responsibilities of the Beacons, including, but not limited to, lights, detection equipment, controllers, cables, conduit, poles and mast arms, maintenance of all equipment, performance of any repairs, all electrical costs, regulatory signing, parking prohibitions, and subsequent striping and pavement markings.

5. City Compliance with Laws and Regulations. The City agrees to comply with all applicable rules, regulations, statutes promulgated by the State of New Jersey and/or federal government, and any resolutions and/or ordinances duly authorized by the Board of County Commissioners of the County of Passaic.

~~6. Insurance. The City will be named in all insurance and bond requirements to be produced by the contractor for the Project, as the case may be.~~

Commented [PJ1]: Project will be complete in a few weeks. Do we need to include this?

7.6. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

~~8.7.~~ Indemnification. To the fullest extent allowable by the law, the City, their successors, and assigns shall hold harmless, indemnify, defend, and release the County and their members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with the other party's performance, attempted performance, or failure to perform in connection with this Agreement or other activities as described in the Agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause, unless due to the negligence of any of the County.

~~9.8.~~ Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and shall not be amended or modified without the express written consent of all Parties. No oral statement of representation of any person shall in any manner or degree modify the terms and provisions of this Agreement unless it is expressly and specifically incorporated in this Agreement. All unincorporated oral statements and representations shall be null and void.

~~10.9.~~ Severability. If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable, or ineffective in a legal forum, such provisions, terms and clauses shall be deemed severable, such that the other provisions, terms and clauses contained in this Agreement shall remain valid and binding on all Parties.

~~11.10.~~ Governing Law and Forum. The Parties agree that the laws of the State of New Jersey shall govern this Agreement and Release and the

Parties will submit to the jurisdiction of the New Jersey courts for the resolution of any dispute that may arise hereunder.

~~12-11.~~ Authority. By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter and bind their organization by all provisions contained therein.

Signature page to follow

IN WITNESS WHEREOF, the Parties have caused these presents to be signed by the proper corporate officers and have caused their seals to be affixed by the day and year.

Witness:

COUNTY OF PASSAIC:

Louis E. Imhof, III
Clerk to the Board

Pasquale Lepore, Director
Board of County Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
County Counsel

Witness:

CITY OF CLIFTON:

Nancy Ferrigno
City Clerk, City of Clifton

Ray Grabowski
Mayor