

2015-02-047

**AUTHORIZING THE TRAFFIC SIGNAL AGREEMENT BETWEEN LUMBERTON
TOWNSHIP AND THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
BUREAU OF TRAFFIC ENGINEERING**

WHEREAS, a traffic condition exists at the intersection of Route 38 EB Forward Jughandle and Mount Holly Bypass Road (CR 541), in the Township of Lumberton, in the County of Burlington, which requires the installation and operation of a semi-actuated traffic control signal with pedestrian push buttons and areas of presence detection; in order to minimize the possibility of accidents; and

WHEREAS, it is necessary to expedite the safe movement and conduct of pedestrian and vehicular traffic; and

WHEREAS, the State of New Jersey has indicated its willingness to install traffic control signal at said intersection; and

WHEREAS, the State of New Jersey has proposed a form of Agreement pertaining to operation and maintenance of said traffic signal.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk of the Township of Lumberton, be and are hereby authorized to enter into an Agreement with the State of New Jersey, acting through its Commissioner of Transportation, for the purpose aforesaid, a copy of said Agreement being attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the Township of Lumberton, be and hereby are authorized to execute said Agreement.

Adopted February 10, 2015



Stephanie N. Yurko, RMC/CMR
Municipal Clerk

I hereby certify that the foregoing to be a true copy of a resolution adopted by the Township of Lumberton at a regular business meeting held on February 10, 2015




Stephanie N. Yurko, RMC/CMR
Municipal Clerk

ACKNOWLEDGEMENT FORM

State of New Jersey

County of Burlington

I certify that on February 10, 2015, Lewis Jackson, Mayor of the Township of Lumberton, personally came before me, and acknowledged under oath, to my satisfaction, that he signed and had sealed and delivered the foregoing Agreement as the voluntary act and deed of the Township of Lumberton.


Signed and sworn before me on
February 10, 2015



**NEW JERSEY DEPARTMENT OF TRANSPORTATION
BUREAU OF TRAFFIC ENGINEERING
TRAFFIC SIGNAL AGREEMENT**

Route 38 EB Forward Jughandle and Mount Holly Bypass (CR 541)

Lumberton Township, Burlington County

THIS AGREEMENT, made the _____ day of _____ two thousand fourteen (2014), among the Township of Lumberton, located at 35 Municipal Drive, Lumberton, New Jersey 08048, hereinafter referred to as **MUNICIPALITY**, the County of Burlington, located at 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060-6000, hereinafter referred to as **COUNTY**, and the State of New Jersey, acting through its Commissioner of Transportation, New Jersey Department of Transportation, located at 1035 Parkway Avenue, P.O. Box 600, Trenton, New Jersey 08625, hereinafter referred to as **STATE**, witnesses that:

WHEREAS, a traffic condition exists at the intersection of Route 38 EB Forward Jughandle and Mount Holly Bypass (CR 541), in the Township of Lumberton, in the County of Burlington, which requires the installation and operation of a semi-actuated traffic control signal with pedestrian push buttons and areas of presence detection; and

WHEREAS, the **MUNICIPALITY** and the **COUNTY** have expressed a willingness to cooperate with the **STATE** in achieving the overall objective of safe and efficient movement of traffic on the said highway; and

WHEREAS, the traffic signal system is being constructed pursuant to the Route 38 (Route 295 to Route 206) Project, Contract No. 009133290, which is incorporated herein by reference and is on file at the State's address above, and made a part of this Agreement; and

WHEREAS, it is the purpose of this Agreement to provide for the participation of the **MUNICIPALITY**, the **COUNTY** and the **STATE** in the cost of installation, maintenance and operation of the said traffic signal; and

WHEREAS, the Commissioner, under the powers vested in him by law and as more particularly set forth in N.J.S.A. 27:1A-5 and 27:7-21, has determined that it is in the **STATE's** best interest to enter into this Agreement;

**Traffic Signal Agreement
Route 38 and Mount Holly Bypass (CR 541)
Lumberton Township, Burlington County**

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable federal, state, and local laws and ordinances, the **MUNICIPALITY**, the **COUNTY** and the **STATE** agree as follows:

1. The **STATE** will determine the character, type, location, and operation of the traffic signal system in accordance with N.J.S.A. 39:4-120.
2. The **STATE** will install the traffic signal at no cost to the **MUNICIPALITY** or the **COUNTY** as part of the Route 38 (Route 295 to Route 206) construction project.
3. The **STATE** will provide all necessary material and equipment and will perform all labor, by its own or by contract forces, in installing the traffic signal.
4. The **STATE** will paint such lane and pavement markings and erect such signs as it deems to be required to properly direct the flow of traffic. The **COUNTY** shall maintain or replace the lane and pavement markings and signs within their jurisdiction, in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. The **STATE** will maintain and replace the lane and pavement markings and signs within the **STATE's** jurisdiction.
5. The **COUNTY** shall allow the placement of any facility associated with the traffic signal system within areas of its jurisdiction, where necessary, and further agree to allow the **STATE**, with its own or contract forces, to perform maintenance on these facilities or to open roadways or other areas under its jurisdiction, without the need for permits.
6. The **MUNICIPALITY** shall pay all cost for the future relocation or removal and reinstallation of any portion of the traffic signal system, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, resurfacings, widenings and corner radius changes, authorized or effectuated by the **MUNICIPALITY**.
7. The **COUNTY** shall pay all cost for the future relocation or removal and reinstallation of any portion of the traffic signal system, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, resurfacings, widenings and corner radius changes, authorized or effectuated by the **COUNTY**.
8. The **STATE** will pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, resurfacings, widenings and corner radius changes, authorized or effectuated by the **STATE**.
9. The **STATE** reserves the right to terminate this Agreement, for cause or for convenience, upon six months' written notice of its intention to terminate, which notice shall be served upon the Clerk of the **MUNICIPALITY** and the Board Clerk of the **COUNTY**. However, upon a determination by the **STATE** that emergency conditions exist, the **STATE** may terminate this Agreement with less than the six months' notice specified above.
10. The **STATE** will, at its own expense, periodically inspect and maintain the complete installation, including the relamping thereof.
11. The **MUNICIPALITY** shall, at its own expense, provide through the utility company for electric current necessary to the operation of the traffic signal system.
12. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **MUNICIPALITY** shall be responsible for personal injuries and property damage caused by the actions of the **MUNICIPALITY** and its employees, which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

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13. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **COUNTY** shall be responsible for personal injuries and property damage caused by the actions of the **COUNTY** and its employees, which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
14. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **STATE** shall be responsible for personal injuries and property damage caused by the actions of the **STATE** and its employees, which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
15. The **MUNICIPALITY** shall cause to be provided, upon 72 hours written notice to the Clerk of the **MUNICIPALITY** by the **STATE**, police to direct traffic during installation of, inspection of, or repairs related to the traffic signal system. Further, the **MUNICIPALITY** shall cause police to be provided to direct traffic during emergency repairs, on telephonic notice to the **MUNICIPALITY** by the **STATE** at no cost to the **STATE**.
16. In the event that any party fails to make any payments required hereunder to the **STATE**, the said party authorizes the **STATE**, without the need for prior notice, to deduct the amount of such payment due from any funds payable or to be payable by the Department of Transportation to said party.
17. Written notice shall be sent, when required, by certified mail, return receipt, to the addresses set forth above, or to such other address or addresses as is set forth, in writing, in any notice of change of address, which has been sent to all parties of this Agreement.
18. The **MUNICIPALITY** shall provide the necessary resolution authorizing it to enter into this Agreement.
19. The **COUNTY** shall provide the necessary resolution authorizing it to enter into this Agreement.
20. This Agreement shall not become binding on any party until it is fully executed by the Commissioner of Transportation or designee.
21. This Agreement is subject to appropriations and the availability of funds to the **STATE**.

END OF TEXT

Traffic Signal Agreement
Route 38 and Mount Holly Bypass (CR 541)
Lumberton Township, Burlington County

IN WITNESS WHEREOF, all parties have caused this instrument to be Signed,
Attested, and Seal Affixed.


ATTEST/WITNESSED/AFFIX SEAL

TOWNSHIP OF LUMBERTON



Stephanie Yurko
Municipal Clerk / Registrar

By: _____


Lewis Jackson
Mayor

Date: _____

Date: _____

ATTEST/WITNESSED/AFFIX SEAL

BURLINGTON COUNTY BOARD OF
CHOSEN FREEHOLDERS

Paul Drayton, Jr.
County Administrator/Board Clerk

By: _____

Bruce Garganio
Freeholder Director

Date: _____

Date: _____

ATTEST/WITNESSED/AFFIX SEAL

STATE OF NEW JERSEY

Jacqueline Trausi
Secretary
New Jersey
Department of Transportation

Approved: _____

By: _____

Richard Hammer
Assistant Commissioner
Capitol Program Management

Date: _____

Date: _____

This Agreement has been reviewed
and approved as to form.

John Jay Hoffman, Acting
Attorney General of New Jersey

By: _____

Nonee Lee Wagner
Deputy Attorney General

Date: _____