

NEW JERSEY DEPARTMENT OF TRANSPORTATION

BUREAU OF TRAFFIC ENGINEERING

TRAFFIC SIGNAL AGREEMENT

Route NJ 27 & WASHINGTON ROAD – VANDEVENTER AVENUE

PRINCETON MUNICIPALITY, MERCER COUNTY

THIS AGREEMENT, made the _____ day of _____ Two Thousand and Fourteen (2014), between the Municipality of Princeton, located at Municipal Building, 400 Witherspoon Street, Princeton, NJ 08540, hereinafter referred to as **MUNICIPALITY** 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 NJ 27 & Washington Road– Vandeventer Avenue, in the Municipality of Princeton, in the County of Mercer, 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** has 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 existing traffic signal is the subject of an agreement dated March 23, 1987 by and between the **STATE** and the **BOROUGH OF PRINCETON**; and

WHEREAS, it is the purpose and intent of this Agreement to supersede the cost sharing portions of the March 23, 1987 agreement (attached hereto) and provide for the participation of the **MUNICIPALITY** 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;

Route NJ 27 & WASHINGTON ROAD – VANDEVENTER AVENUE

PRINCETON MUNICIPALITY, MERCER COUNTY

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable federal, state and local laws and ordinances, the

MUNICIPALITY and the **STATE** agree as follows:

1. The **STATE** will determine the character, type, location, and operation of the traffic signal in accordance with N.J.S.A. 39:4-120.
2. The **STATE** and the **MUNICIPALITY** agree that the **STATE** will assume 75% and the **MUNICIPALITY** 25% of the total cost of the installation of the traffic signal.
3. The **STATE** will provide all material and equipment and will perform all labor, by its own or by contract forces, necessary to the installation of 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 **MUNICIPALITY** 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 **MUNICIPALITY** shall pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including presence detection equipment, 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**.
6. The **STATE** will pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including detection equipment, 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**.
7. 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**. 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.
8. The **MUNICIPALITY** shall maintain their roadway pavement within their jurisdiction in a condition sufficient to accept the detection equipment associated with the traffic signal system. The **MUNICIPALITY** shall effect pavement repairs as necessary or within two months of written notice, which notice shall be served upon the Clerk of the **MUNICIPALITY**. The terms of paragraph 7 notwithstanding, if the pavement is not repaired or replaced, the **STATE** reserves the right to terminate this Agreement and remove the traffic signal, upon thirty days' written notice, or to perform the roadway pavement work, at the **STATE'S** election. The **MUNICIPALITY** shall be responsible for all costs incurred by the **STATE** in the performance of this roadway pavement work or for the removal of the traffic signal.
9. The **STATE** will, at its own expense, periodically inspect and maintain the complete installation, including the re-lamping thereof.
10. After the traffic signal has been built and brought into operation, the total cost will be computed by the **STATE**, which will include the costs of equipment, material, labor, supervision, and all other charges properly chargeable to the work. The **MUNICIPALITY** shall reimburse the **STATE** in the amount equal to 25% of the total cost of the traffic signal within thirty (30) days of the **STATE's** billing.
11. The **MUNICIPALITY** shall, at its own expense, provide through the utility company, the electric current necessary to the operation of the traffic signal system.

Route NJ 27 & WASHINGTON ROAD – VANDEVENTER AVENUE

PRINCETON MUNICIPALITY, MERCER COUNTY

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 arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the **MUNICIPALITY**.
13. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **STATE** will be responsible for personal injuries and property damage caused by the actions of the **STATE** and its employees arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the **STATE**.
14. The **MUNICIPALITY** shall allow the placement of any facility associated with the traffic signal system within areas of their jurisdiction, where necessary, and further shall allow the **STATE**, with its own or contract forces, to perform maintenance on these facilities or to open roadways or other areas under their jurisdiction, without the need for permits.
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 the 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**. All required police protection provided shall be at no cost to the **STATE**.
16. In the event that the **MUNICIPALITY** fails to make any payments required hereunder to the **STATE**, the **MUNICIPALITY** 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 the **MUNICIPALITY**.
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 to this Agreement.
18. The **MUNICIPALITY** shall provide the necessary resolution authorizing it to enter into this Agreement.
19. This Agreement shall not become binding on any party until it is fully executed by the Commissioner of Transportation or designee.
20. This agreement is subject to appropriations and the availability of funds to the **STATE**.
21. In the event of any inconsistency between this Agreement and the prior Agreement dated March 23, 1987 this Agreement shall control.

"END OF TEXT"

Route NJ 27 & WASHINGTON ROAD – VANDEVENTER AVENUE

PRINCETON MUNICIPALITY, MERCER COUNTY

IN WITNESS WHEREOF, all parties have caused this instrument to be signed, attested to and sealed.

ATTEST: SEAL

MUNICIPALITY OF PRINCETON

Linda McDermott
Municipal Clerk

By: _____
Liz Lempert
Mayor

Date: _____

Date: _____

STATE OF NEW JERSEY

By: _____
Chris Barretts
Manager
Bureau of Traffic Engineering

Date: _____

ATTEST/WITNESSED/ SEAL

STATE OF NEW JERSEY

Jacqueline Trausi
Secretary
New Jersey
Department of Transportation

By: _____
Lynn Rich
Director
Highway and Traffic Design

Date: _____

Date: _____

John J. Hoffman
Acting Attorney General of New
Jersey

By: _____
Nonee Lee Wagner
Deputy Attorney General

Date: _____

RESOLUTION

WHEREAS, a traffic condition exists along Route NJ 27 & Washington Road – Vandeventer Avenue, in the Municipality of Princeton, in the County of Mercer, 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 a traffic control signal at said intersection; and

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk of the said Municipality of Princeton be and hereby is 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.

I hereby certify the foregoing to be a true copy of a resolution adopted by the Municipality of Princeton at a regular meeting held on (Date).

Municipal Clerk

ACKNOWLEDGEMENT FORM

**COUNTY OF MERCER
MUNICIPALITY OF PRINCETON**

Reference to Traffic Signal Agreement, Route NJ 27 & Washington Road –
Vandeventer Avenue in the Municipality of Princeton, County of Mercer between
the Municipality of Princeton and the State of New Jersey
dated _____.

I, CERTIFY, that on _____, Liz Lempert, Mayor,
Municipality of Princeton, personally came before me and acknowledged under
oath, to my satisfaction, that he signed and sealed and delivered the foregoing
Agreement as the voluntary act and deed of the Municipality of Princeton.

**COUNTY OF MERCER
MUNICIPALITY OF PRINCETON
NOTARY PUBLIC OF NEW JERSEY**

Sworn and Subscribed before me this _____ day of _____, _____

Signature of Notary Public _____
(NAME)
Notary Public of New Jersey

My Commission Expires February 19, 2018

NEW JERSEY DEPARTMENT OF TRANSPORTATION

BUREAU OF ELECTRICAL ENGINEERING

THIS AGREEMENT, Made the 23rd day of March A.D. One Thousand Nine Hundred and Eighty-Seven.

BETWEEN The BOROUGH OF PRINCETON, party of the first part,
AND The STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter called the "State", party of the second part;

WITNESSES that:

WHEREAS, a traffic condition exists at the intersection of State Highway Route 27 and Washington Road-Vandeventer Avenue in the Borough of Princeton, in the County of Mercer, which requires the modification and continued operation of an existing traffic signal of the coordinated pre-fixed type; and

WHEREAS, the party of the first part desires to install, at its own expense, an emergency call box system on State-owned facilities, including the aforementioned traffic signal; and

WHEREAS, it is the purpose of this agreement to provide for the participation of the State and the party of the first part in the cost of the continued maintenance and operation of the said traffic signal and emergency call box system at the intersection aforesaid;

THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the party of the first part and the State agree as follows:

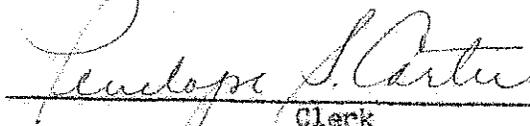
1. The State will determine the character, type, location, and operation of the traffic signal in accordance with R.S. 39:4-120.
2. The State will provide all necessary material and equipment and will perform all labor by its own or by contract forces in maintaining the traffic signal.
3. The State will paint such lane and pavement markings, and erect such signs on the crossing street or roadway as it deems to be required to properly direct the flow of traffic into, out of, or across the State Highway. The party of the first part will maintain or replace the lane and pavement markings and signs beyond the jurisdictional line of the State Highway. The State will maintain and replace the lane and pavement markings, or signs, on the State Highway.
4. In the event that the timing and operation of the traffic signal should require the installation of loop detectors in the roadway, the party of the first part agrees to maintain the roadway pavement at all areas of signal detection to insure that the traffic signal will operate according to the approved plan. On notification from the State, the party of the first part will affect pavement repairs within two months' time, except during the winter period, November through March, when repaving operations are impractical. If the pavement is not replaced or repaired, the State reserves the right to rescind this agreement and remove the traffic signal or to perform this work at the total expense of the party of the first part.

5. The party of the first part agrees to pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic signal system or related detection equipment, if the relocation or removal and reinstallation of this equipment is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the party of the first part.
6. The State agrees to pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic signal system or related detection equipment, if the the relocation or removal and reinstallation of this equipment is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the party of the second part.
7. The State reserves the right to rescind this agreement on giving to the party of the first part six months' notice in writing of its intention to rescind, which notice shall be served upon the Clerk of the said party of the first part. The State further reserves the right to allow the party of the first part the opportunity to assume total responsibility of said facilities should the State so desire.
8. The State will periodically inspect and maintain the complete installation, including the relamping thereof.
9. The party of the first part will provide through the utility company for necessary electric current and pay all bills for electric current.
10. The party of the first part agrees that it will defend, indemnify, and save the State harmless from any and all claims by others resulting from or claimed to result from the acts or omissions of the party of the first part.
11. The party of the first part agrees to allow the State with its own or contract forces to open roadways or other areas under the jurisdiction of the party of the first part without the need for permits while performing maintenance of said traffic signal.
12. The party of the first part certifies that all things required by law to be done and performed by it to enable it to carry out this agreement have been done and performed.
13. In the event that the party of the first part fails to make any payments required herein to the State, the party of the first part hereby authorizes the State, without the need for prior notice, to deduct the amount of such payments due from any funds held by any State agency for distribution to the party of the first part.
14. The State agrees to allow the party of the first part to install emergency call boxes and associated equipment on State-owned facilities. Such equipment shall be installed by forces of and at the sole cost of the party of the first part.
15. The party of the first part agrees to pay all costs for the future relocation or removal, and reinstallation of any portion of the aforesaid emergency call boxes and associated equipment, if the relocation or removal and reinstallation of this equipment is made necessary at the intersection by changes made, i.e., excavation, resurfacing, widening, corner radius changes, etc. by either the party of the first part or by the State.
16. The party of the first part agrees to periodically inspect and maintain the complete emergency call system installation including the relamping of the pole-mounted emergency indicator lamp.

17. The party of the first part agrees to be responsible for the necessary electrical requirements as stated in the National Electrical Code and all other applicable safety requirements for the installation and operation of the aforesaid emergency call boxes and associated equipment.
18. The party of the first part agrees that it will defend, indemnify, and save the State harmless from any and all claims by others resulting from or claimed to result from the acts or omissions of the party of the first part in regards to the aforesaid emergency call boxes and associated equipment.
19. Upon execution of this agreement, the existing agreement dated December 1, 1947 shall become null and void.

IN WITNESS WHEREOF, the said BOROUGH OF PRINCETON has caused these presents to be signed and attested by their proper officers and its seal to be hereunto affixed and the State has caused same to be signed by its Commissioner of Transportation or his duly authorized representative in accordance with the provisions of the existing statutes, attested by the Secretary of the Department of Transportation and the seal of the Department of Transportation to be hereunto affixed on the day and year first above written.

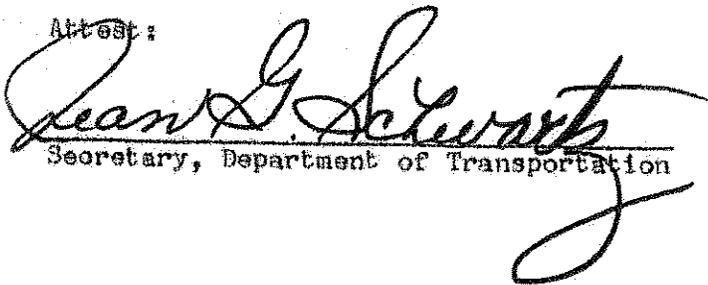
Attest:


 Clerk
 Penelope S. Carter

BOROUGH OF PRINCETON

By 
 Mayor
 Barbara B. Sigmund

Attest:


 Secretary, Department of Transportation

STATE OF NEW JERSEY

By 
 Assistant Chief Engineer
 Traffic and Local Road Design

The foregoing agreement has been reviewed and approved as to form.

W. Cary Edwards
 Attorney General of New Jersey.

By 
 Robert J. Paol
 Deputy Attorney General



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027

ROBERT V. KISER, P.E.
Director of Engineering

MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: August 15, 2014

SUBJECT: **Resolution of Approval, Nassau Street, Washington Road, Vandeventer Avenue Intersection – NJDOT – Traffic Signal Agreement**

The Municipality of Princeton has been working with NJDOT to upgrade the existing traffic signal at the Nassau Street, Washington Road and Vandeventer Avenue intersection. The upgrading and replacement of this traffic signal by NJDOT is necessary to provide for an all pedestrian cross cycle that will significantly improve safety at this location.

The cost for this improvement is estimated as follows with NJDOT and the Municipality cost shares as indicated.

NJDOT (75%)	\$106,057.50
Municipality of Princeton (25%)	\$35,352.50
Total	<u>\$141,410.00</u>

Council's approval of the attached Resolution and Agreement providing for the replacement of this traffic signal is necessary so that the work may be completed later this year.

The new signal design has been reviewed and the Princeton Traffic and Transportation Subcommittee recommends the approval of this agreement so that the work may proceed.

Funds for this improvement are included in the Capital budget.

Please contact me if you have any questions.

Robert V. Kiser, P.E., Director of Engineering

c: Kathy Monzo, Deputy Administrator/Director of Finance
Linda McDermott, Municipal Clerk
Trishka Waterbury Cecil, Municipal Attorney
Sandy Webb, CFO
Deanna Stockton, P.E., Assistant Municipal Engineer
Jack West, P.E., Land Use Engineer
Nicholas Sutter, Chief of Police
Robert Currier, Lieutenant
Thomas Murray, Sgt., Traffic Safety Officer
Rosanna Roberto, Secretary



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JOSEPH D. BERTONI
Acting Commissioner

KIM GUADAGNO
Lt. Governor

August 5, 2014

Linda McDermott
Municipal Clerk
Municipality of Princeton
Municipal Building
400 Witherspoon Street
Princeton, New Jersey 08540

**RE: Traffic Signal Agreement
Route NJ 27 & Washington Road – Vandeventer Avenue
Princeton Municipality, Mercer County**

Dear Ms. McDermott:

The New Jersey Department of Transportation is in the process of revising a semi-actuated traffic signal with pedestrian push buttons at the referenced intersection.

In order to allocate responsibilities among all respective parties, the attached traffic signal agreements will have to be executed by the Municipality of Princeton before we can recommend to the Commissioner of Transportation that the revised traffic signal be activated.

In accordance with the provisions outlined in the agreement, the Department of Transportation will periodically inspect and maintain this revised traffic signal, including the re-lamping thereof, at no cost to the Municipality of Princeton.

The Municipality of Princeton will apply for and will still be responsible for the payment of the electric current operating costs that are associated with this revised traffic signal.

The cost to construct and install a revised traffic signal system is estimated to be \$141,410.00. It is the policy of the Department to allow the construction and installation, providing the Municipality of Princeton will assume 25% of the construction and installation costs which would be approximately \$35,352.50. The remaining 75% of the construction and installation costs is assumed by the

Department of Transportation. Once the agreement is executed by all parties, our Bureau of Accounting will issue an invoice of the estimated cost to the Municipality of Princeton. The actual cost will be determined upon the completion of work. If the cost is greater than the amount estimated, the Bureau of Accounting will issue a second invoice for the additional amount to be paid; if it is less, a refund check will be issued for the difference.

Enclosed are three (3) original copies of the traffic signal agreement and a form of resolution and acknowledgment form, all of which need to be executed by your governing body and appropriate officials. It is respectfully requested that the Municipality of Princeton take all steps necessary to adopt a resolution similar to the enclosed resolution, prepare an acknowledgment form similar to the enclosed acknowledgment form and execute the enclosed agreements. While the resolution need not be a verbatim copy of the sample, it must however as a minimum paraphrase every paragraph therein. (NOTE: The sentence that is underlined in the enclosed sample resolution must be included).

After execution, the following should be returned to our office:

1. Three (3) original signed and sealed traffic signal agreements.
2. Three (3) original signed and sealed resolutions.
3. Three (3) original signed and sealed acknowledgment forms.

When the resolutions have been approved and when the acknowledgment forms and agreements have been properly signed and sealed by the Mayor and Clerk, they should be returned to:

Mr. Jeffrey DeGroff
New Jersey Department of Transportation
Bureau of Traffic Engineering
7th Floor, Engineering & Operations Building
1035 Parkway Avenue
P. O. Box 600
Trenton, New Jersey 08625

PLEASE BE SURE TO SUBMIT THE SAME NUMBER OF COPIES OF RESOLUTION AND ACKNOWLEDGMENT FORMS AS THERE ARE COPIES OF THE AGREEMENT AND PLEASE BE SURE THAT ALL COPIES OF THE AGREEMENT, RESOLUTION AND ACKNOWLEDGMENT FORMS HAVE ORIGINAL SIGNATURES AND SEALS. ALL SIGNATURES SHALL BE IN BLACK INK.

The first page of the agreement forms should NOT be dated but dated under the signature lines.

When the Department of Transportation has completed its action, the first page of the agreement forms will be dated and a copy returned to you for your file.

Since we cannot activate this revised traffic signal installation until the traffic signal agreements are executed and returned to our office, your prompt action is required.

If you have any questions concerning this matter, please contact Mr. Jeffrey DeGroff of this office at (609) 530-2600 (email address: jeff.degroff@dot.state.nj.us).

Sincerely,



Chris Barretts
Manager
Bureau of Traffic Engineering



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JOSEPH D. BERTONI
Acting Commissioner

KIM GUADAGNO
Lt. Governor

August 5, 2014

Linda McDermott
Municipal Clerk
Municipality of Princeton
Municipal Building
400 Witherspoon Street
Princeton, New Jersey 08540

**RE: Traffic Signal Agreement
Route NJ 27 & Washington Road – Vandeventer Avenue
Princeton Municipality, Mercer County**

Dear Ms. McDermott:

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In order to allocate responsibilities among all respective parties, the attached traffic signal agreements will have to be executed by the Municipality of Princeton before we can recommend to the Commissioner of Transportation that the revised traffic signal be activated.

In accordance with the provisions outlined in the agreement, the Department of Transportation will periodically inspect and maintain this revised traffic signal, including the re-lamping thereof, at no cost to the Municipality of Princeton.

The Municipality of Princeton will apply for and will still be responsible for the payment of the electric current operating costs that are associated with this revised traffic signal.

The cost to construct and install a revised traffic signal system is estimated to be \$141,410.00. It is the policy of the Department to allow the construction and installation, providing the Municipality of Princeton will assume 25% of the construction and installation costs which would be approximately \$35,352.50. The remaining 75% of the construction and installation costs is assumed by the

Department of Transportation. Once the agreement is executed by all parties, our Bureau of Accounting will issue an invoice of the estimated cost to the Municipality of Princeton. The actual cost will be determined upon the completion of work. If the cost is greater than the amount estimated, the Bureau of Accounting will issue a second invoice for the additional amount to be paid; if it is less, a refund check will be issued for the difference.

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If you have any questions concerning this matter, please contact Mr. Jeffrey DeGroff of this office at (609) 530-2600 (email address: jeff.degroff@dot.state.nj.us).

Sincerely,



Chris Barretts
Manager
Bureau of Traffic Engineering

NEW JERSEY DEPARTMENT OF TRANSPORTATION

BUREAU OF TRAFFIC ENGINEERING

TRAFFIC SIGNAL AGREEMENT

Route NJ 27 & WASHINGTON ROAD – VANDEVENTER AVENUE

PRINCETON MUNICIPALITY, MERCER COUNTY

THIS AGREEMENT, made the _____ day of _____ Two Thousand and Fourteen (2014), between the Municipality of Princeton, located at Municipal Building, 400 Witherspoon Street, Princeton, NJ 08540, hereinafter referred to as **MUNICIPALITY** 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 NJ 27 & Washington Road– Vandeventer Avenue, in the Municipality of Princeton, in the County of Mercer, 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** has 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 existing traffic signal is the subject of an agreement dated March 23, 1987 by and between the **STATE** and the **BOROUGH OF PRINCETON**; and

WHEREAS, it is the purpose and intent of this Agreement to supersede the cost sharing portions of the March 23, 1987 agreement (attached hereto) and provide for the participation of the **MUNICIPALITY** 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;

Route NJ 27 & WASHINGTON ROAD – VANDEVENTER AVENUE

PRINCETON MUNICIPALITY, MERCER COUNTY

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable federal, state and local laws and ordinances, the

MUNICIPALITY and the **STATE** agree as follows:

1. The **STATE** will determine the character, type, location, and operation of the traffic signal in accordance with N.J.S.A. 39:4-120.
2. The **STATE** and the **MUNICIPALITY** agree that the **STATE** will assume 75% and the **MUNICIPALITY** 25% of the total cost of the installation of the traffic signal.
3. The **STATE** will provide all material and equipment and will perform all labor, by its own or by contract forces, necessary to the installation of 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 **MUNICIPALITY** 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 **MUNICIPALITY** shall pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including presence detection equipment, 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**.
6. The **STATE** will pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including detection equipment, 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**.
7. 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**. 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.
8. The **MUNICIPALITY** shall maintain their roadway pavement within their jurisdiction in a condition sufficient to accept the detection equipment associated with the traffic signal system. The **MUNICIPALITY** shall effect pavement repairs as necessary or within two months of written notice, which notice shall be served upon the Clerk of the **MUNICIPALITY**. The terms of paragraph 7 notwithstanding, if the pavement is not repaired or replaced, the **STATE** reserves the right to terminate this Agreement and remove the traffic signal, upon thirty days' written notice, or to perform the roadway pavement work, at the **STATE'S** election. The **MUNICIPALITY** shall be responsible for all costs incurred by the **STATE** in the performance of this roadway pavement work or for the removal of the traffic signal.
9. The **STATE** will, at its own expense, periodically inspect and maintain the complete installation, including the re-lamping thereof.
10. After the traffic signal has been built and brought into operation, the total cost will be computed by the **STATE**, which will include the costs of equipment, material, labor, supervision, and all other charges properly chargeable to the work. The **MUNICIPALITY** shall reimburse the **STATE** in the amount equal to 25% of the total cost of the traffic signal within thirty (30) days of the **STATE's** billing.
11. The **MUNICIPALITY** shall, at its own expense, provide through the utility company, the electric current necessary to the operation of the traffic signal system.

Route NJ 27 & WASHINGTON ROAD – VANDEVENTER AVENUE

PRINCETON MUNICIPALITY, MERCER COUNTY

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 arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the **MUNICIPALITY**.
13. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **STATE** will be responsible for personal injuries and property damage caused by the actions of the **STATE** and its employees arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the **STATE**.
14. The **MUNICIPALITY** shall allow the placement of any facility associated with the traffic signal system within areas of their jurisdiction, where necessary, and further shall allow the **STATE**, with its own or contract forces, to perform maintenance on these facilities or to open roadways or other areas under their jurisdiction, without the need for permits.
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 the 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**. All required police protection provided shall be at no cost to the **STATE**.
16. In the event that the **MUNICIPALITY** fails to make any payments required hereunder to the **STATE**, the **MUNICIPALITY** 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 the **MUNICIPALITY**.
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 to this Agreement.
18. The **MUNICIPALITY** shall provide the necessary resolution authorizing it to enter into this Agreement.
19. This Agreement shall not become binding on any party until it is fully executed by the Commissioner of Transportation or designee.
20. This agreement is subject to appropriations and the availability of funds to the **STATE**.
21. In the event of any inconsistency between this Agreement and the prior Agreement dated March 23, 1987 this Agreement shall control.

“END OF TEXT”

Route NJ 27 & WASHINGTON ROAD – VANDEVENTER AVENUE

PRINCETON MUNICIPALITY, MERCER COUNTY

IN WITNESS WHEREOF, all parties have caused this instrument to be signed, attested to and sealed.

ATTEST: SEAL

MUNICIPALITY OF PRINCETON

**Linda McDermott
Municipal Clerk**

By: _____
**Liz Lempert
Mayor**

Date: _____

Date: _____

STATE OF NEW JERSEY

By: _____
**Chris Barretts
Manager
Bureau of Traffic Engineering**

Date: _____

ATTEST/WITNESSED/ SEAL

STATE OF NEW JERSEY

**Jacqueline Trausi
Secretary
New Jersey
Department of Transportation**

By: _____
**Lynn Rich
Director
Highway and Traffic Design**

Date: _____

Date: _____

**John J. Hoffman
Acting Attorney General of New
Jersey**

By: _____
**Nonee Lee Wagner
Deputy Attorney General**

Date: _____

RESOLUTION

WHEREAS, a traffic condition exists along Route NJ 27 & Washington Road – Vandeventer Avenue, in the Municipality of Princeton, in the County of Mercer, 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 a traffic control signal at said intersection; and

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk of the said Municipality of Princeton be and hereby is 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;

I hereby certify the foregoing to be a true copy of a resolution adopted by the Municipality of Princeton at a regular meeting held on (Date).

Municipal Clerk

ACKNOWLEDGEMENT FORM

**COUNTY OF MERCER
MUNICIPALITY OF PRINCETON**

Reference to Traffic Signal Agreement, Route NJ 27 & Washington Road –
Vandeventer Avenue in the Municipality of Princeton, County of Mercer between
the Municipality of Princeton and the State of New Jersey
dated _____.

I, CERTIFY, that on _____, Liz Lempert, Mayor,
Municipality of Princeton, personally came before me and acknowledged under
oath, to my satisfaction, that he signed and sealed and delivered the foregoing
Agreement as the voluntary act and deed of the Municipality of Princeton.

**COUNTY OF MERCER
MUNICIPALITY OF PRINCETON
NOTARY PUBLIC OF NEW JERSEY**

Sworn and Subscribed before me this _____ day of _____, _____

Signature of Notary Public _____

(NAME)

Notary Public of New Jersey

My Commission Expires February 19, 2018

NEW JERSEY DEPARTMENT OF TRANSPORTATION

BUREAU OF ELECTRICAL ENGINEERING

THIS AGREEMENT, Made the 23rd day of March A.D. One Thousand Nine Hundred and Eighty-Seven.

BETWEEN The BOROUGH OF PRINCETON, party of the first part,
AND The STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter called the "State", party of the second part;

WITNESSES that:

WHEREAS, a traffic condition exists at the intersection of State Highway Route 27 and Washington Road-Vandeventer Avenue in the Borough of Princeton, in the County of Mercer, which requires the modification and continued operation of an existing traffic signal of the coordinated pre-fixed type; and

WHEREAS, the party of the first part desires to install, at its own expense, an emergency call box system on State-owned facilities, including the aforementioned traffic signal; and

WHEREAS, it is the purpose of this agreement to provide for the participation of the State and the party of the first part in the cost of the continued maintenance and operation of the said traffic signal and emergency call box system at the intersection aforesaid:

THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the party of the first part and the State agree as follows:

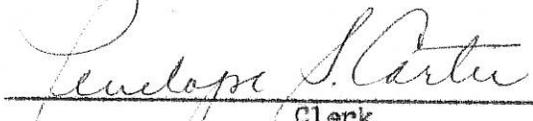
1. The State will determine the character, type, location, and operation of the traffic signal in accordance with R.S. 39:4-120.
2. The State will provide all necessary material and equipment and will perform all labor by its own or by contract forces in maintaining the traffic signal.
3. The State will paint such lane and pavement markings, and erect such signs on the crossing street or roadway as it deems to be required to properly direct the flow of traffic into, out of, or across the State Highway. The party of the first part will maintain or replace the lane and pavement markings and signs beyond the jurisdictional line of the State Highway. The State will maintain and replace the lane and pavement markings, or signs, on the State Highway.
4. In the event that the timing and operation of the traffic signal should require the installation of loop detectors in the roadway, the party of the first part agrees to maintain the roadway pavement at all areas of signal detection to insure that the traffic signal will operate according to the approved plan. On notification from the State, the party of the first part will affect pavement repairs within two months' time, except during the winter period, November through March, when repaving operations are impractical. If the pavement is not replaced or repaired, the State reserves the right to rescind this agreement and remove the traffic signal or to perform this work at the total expense of the party of the first part.

5. The party of the first part agrees to pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic signal system or related detection equipment, if the relocation or removal and reinstallation of this equipment is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the party of the first part.
6. The State agrees to pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic signal system or related detection equipment, if the the relocation or removal and reinstallation of this equipment is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the party of the second part.
7. The State reserves the right to rescind this agreement on giving to the party of the first part six months' notice in writing of its intention to rescind, which notice shall be served upon the Clerk of the said party of the first part. The State further reserves the right to allow the party of the first part the opportunity to assume total responsibility of said facilities should the State so desire.
8. The State will periodically inspect and maintain the complete installation, including the relamping thereof.
9. The party of the first part will provide through the utility company for necessary electric current and pay all bills for electric current.
10. The party of the first part agrees that it will defend, indemnify, and save the State harmless from any and all claims by others resulting from or claimed to result from the acts or omissions of the party of the first part.
11. The party of the first part agrees to allow the State with its own or contract forces to open roadways or other areas under the jurisdiction of the party of the first part without the need for permits while performing maintenance of said traffic signal.
12. The party of the first part certifies that all things required by law to be done and performed by it to enable it to carry out this agreement have been done and performed.
13. In the event that the party of the first part fails to make any payments required herein to the State, the party of the first part hereby authorizes the State, without the need for prior notice, to deduct the amount of such payments due from any funds held by any State agency for distribution to the party of the first part.
14. The State agrees to allow the party of the first part to install emergency call boxes and associated equipment on State-owned facilities. Such equipment shall be installed by forces of and at the sole cost of the party of the first part.
15. The party of the first part agrees to pay all costs for the future relocation or removal, and reinstallation of any portion of the aforesaid emergency call boxes and associated equipment, if the relocation or removal and reinstallation of this equipment is made necessary at the intersection by changes made, i.e., excavation, resurfacing, widening, corner radius changes, etc. by either the party of the first part or by the State.
16. The party of the first part agrees to periodically inspect and maintain the complete emergency call system installation including the relamping of the pole-mounted emergency indicator lamp.

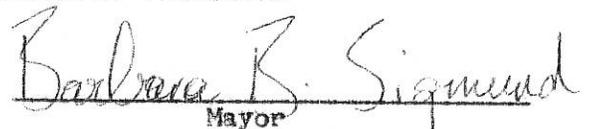
17. The party of the first part agrees to be responsible for the necessary electrical requirements as stated in the National Electrical Code and all other applicable safety requirements for the installation and operation of the aforesaid emergency call boxes and associated equipment.
18. The party of the first part agrees that it will defend, indemnify, and save the State harmless from any and all claims by others resulting from or claimed to result from the acts or omissions of the party of the first part in regards to the aforesaid emergency call boxes and associated equipment.
19. Upon execution of this agreement, the existing agreement dated December 1, 1947 shall become null and void.

IN WITNESS WHEREOF, the said BOROUGH OF PRINCETON has caused these presents to be signed and attested by their proper officers and its seal to be hereunto affixed and the State has caused same to be signed by its Commissioner of Transportation or his duly authorized representative in accordance with the provisions of the existing statutes, attested by the Secretary of the Department of Transportation and the seal of the Department of Transportation to be hereunto affixed on the day and year first above written.

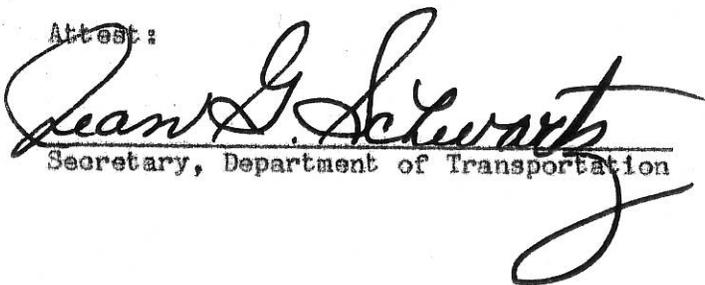
Attest:


Clerk
Penelope S. Carter

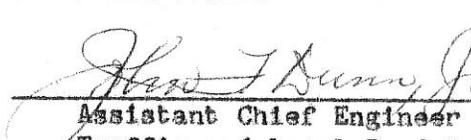
BOROUGH OF PRINCETON

By 
Mayor
Barbara B. Sigmund

Attest:

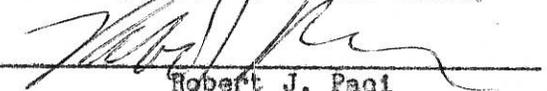

Secretary, Department of Transportation

STATE OF NEW JERSEY

By 
Assistant Chief Engineer
Traffic and Local Road Design

The foregoing agreement has been reviewed and approved as to form.

W. Cary Edwards
Attorney General of New Jersey.

By 
Robert J. Paci
Deputy Attorney General