

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**

**DIVISION OF TRAFFIC ENGINEERING**

**TRAFFIC SIGNAL AGREEMENT**

**Route 80 WB Ramp and Squirrelwood Road (CR 636)**

**Borough of Woodland Park, County of Passaic**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Twenty Three (2023), between the Borough of Woodland Park, located at 5 Brophy Lane, Woodland Park, NJ 07424, hereinafter referred to as **BOROUGH**, the County of Passaic, located at 401 Grand Street, Paterson, NJ 07505, 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 80 WB Ramp, M.P. 57.07 and Squirrelwood Road (CR 636), in the Borough of Woodland Park, in the County of Passaic, which requires the installation and operation of a semi-actuated traffic control signal with pedestrian push buttons, vehicle detection and intersection lighting, hereinafter referred to as traffic signal system; and

WHEREAS, the **BOROUGH** and **COUNTY** have expressed a willingness to cooperate with the **STATE** in achieving the overall objective of safe and efficient movement of traffic at the intersection; and

WHEREAS, it is the purpose of this Agreement to provide for the participation of the **BOROUGH**, **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 her 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;

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

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**Borough of Woodland Park, County of Passaic**

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** will install the traffic signal at no cost to the **BOROUGH** or **COUNTY**.
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 **COUNTY** shall maintain or replace the lane and pavement markings and signs within its jurisdictions, 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 **BOROUGH** 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 **BOROUGH**.
6. The **COUNTY** 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 **COUNTY**.
7. 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**.
8. The **STATE** will, at its own expense, periodically inspect and maintain the complete installation, including the re-lamping thereof.
9. The **BOROUGH** shall, at its own expense, provide through the utility company, the electric current necessary to the operation of the traffic signal system.
10. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **BOROUGH** shall be responsible for personal injuries and property damage caused by the actions of the **BOROUGH** 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 **BOROUGH**.
11. 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 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 **COUNTY**.
12. 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**.
13. The **COUNTY** 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.

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14. The **BOROUGH** shall cause to be provided, upon 72 hours written notice to the Clerk of the **BOROUGH** by the **STATE**, police to direct traffic during the installation of, inspection of and/or repairs related to the traffic signal system. Further, the **BOROUGH** shall cause police to be provided to direct traffic during emergency repairs, on telephonic notice to the **BOROUGH** by the **STATE**. All required police protection provided shall be at no cost to the **STATE**.
15. In the event that the **COUNTY** fails to make any payments required hereunder to the **STATE**, the **COUNTY** 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 **COUNTY**.
16. In the event that the **BOROUGH** fails to make any payments required hereunder to the **STATE**, the **BOROUGH** 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 **BOROUGH**.
17. 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 **BOROUGH**, and the 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.
18. 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.
19. Pursuant to the New Jersey Uniform Electronic Transactions Act, N.J.S.A 12A:12-1, et seq. ("UETA") the parties agree that all parties have the right to use electronic signatures in connection with this Agreement. All parties acknowledge the right to opt-out of this arrangement and can request hard copies of the applicable documents to sign and review upon thirty (30) days written notice to the other party. All parties agree to reserve the right to refuse to conduct other transactions by means of electronic signatures.
20. The **COUNTY** shall provide the necessary resolution authorizing it to enter into this Agreement.
21. The **BOROUGH** shall provide the necessary resolution authorizing it to enter into this Agreement.
22. This Agreement shall not become binding on any party until it is fully executed by the Commissioner of Transportation or designee.
23. This agreement is subject to appropriations and the availability of funds to the **STATE**.

"END OF TEXT"

TRAFFIC SIGNAL AGREEMENT  
Route 80 WB Ramp and Squirrelwood Road (CR 636)  
Borough of Woodland Park, County of Passaic

IN WITNESS WHEREOF, all parties have caused this instrument to be Signed, Attested to and Sealed:

ATTEST: SEAL

BOROUGH OF WOODLAND PARK

Sandra M. Olivola  
Sandra M. Olivola  
Municipal Clerk  
Date: 3-8-2024

By: Tracy Kallert  
Tracy Kallert  
Acting Mayor  
Date: 3-8-2024

ATTEST: SEAL

COUNTY OF PASSAIC

Louis E. Imhof, III, Clerk  
Louis E. Imhof, III, Clerk  
Board of County Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
John W. Bartlett, Esq., Director  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST / WITNESSED / AFFIX SEAL

STATE OF NEW JERSEY

Anika James  
Anika James  
Department Secretary  
New Jersey  
Department of Transportation  
Date: \_\_\_\_\_

Approved  
By: \_\_\_\_\_  
Parth Oza, P.E.  
Assistant Commissioner  
Capital Program Management  
Date: \_\_\_\_\_

This Agreement has been reviewed and approved as to form.

Matthew J. Platkin  
Attorney General of New Jersey

By: \_\_\_\_\_  
Nonee Lee Wagner  
Deputy Attorney General  
Date: \_\_\_\_\_