

## **JURISDICTIONAL AGREEMENT**

**THIS JURISDICTIONAL AGREEMENT**, entered into this 18th day of June, 2025 by and between the County of Passaic (hereinafter referred to as the “County”) with an address of 401 Grand Street, Paterson, New Jersey 07505, the Borough of North Haledon with an address of 103 Overlook Avenue, North Haledon, NJ 07508 (hereinafter referred to as the “Borough”), and TFJ North Haledon Urban Renewal LLC with an address of 87 West Passaic Street, Rochelle Park, NJ 07662 (hereinafter referred to as “TFJ”) with respect to the installation of a traffic light at the 987 Belmont Avenue driveway to a redevelopment project (“Belmont Project”) from Belmont Avenue in the Borough of North Haledon, Passaic County, New Jersey.

**WHEREAS**, Belmont Avenue is a County Road and County concurrence is required to have the Improvements installed at the above-referenced intersection, in accordance with the Traffic Signal Plan prepared by Stonefield Engineering & Design, LLC., 92 Park Avenue, Rutherford, NJ 07070 (the “Traffic Signal Plan”), a copy of which attached hereto as “Exhibit A”; and

**WHEREAS**, the Traffic Signal Plan involves the installation of traffic lights at the Belmont Project Driveway, in order to facilitate the flow of traffic; and

**WHEREAS**, TFJ is willing to design and construct the Traffic Signal Plan in connection with its development of the Belmont Project; and

**WHEREAS**, since a County roadway is involved, the jurisdictional responsibilities between the parties must be set forth.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the County, Borough, and TFJ agree as follows:

1. Upon completion of the aforesaid Traffic Signal installation by TFJ, the initial cost and installation of which shall be the responsibility of TFJ, the Borough agrees to accept the jurisdiction of the traffic signal improvements and all related equipment (“Traffic Signal Improvements”) involved in the Traffic Signal Plan, maintenance of said lights, and performance of any necessary repairs and all electrical costs, and related improvements within the intersection including the traffic island, signs, parking prohibitions, striping of cross walks, and stop bars. Said acceptance is contingent on TFJ providing certification by a Principal Engineer licensed to practice in the State of New Jersey that

the signal has been constructed in accordance with the approved plans and MUTCD regulations. Said acceptance is also subject to the obligations of TFJ regarding maintenance of the said improvement as set forth in the resolution of approval adopted by the Planning Board of the Borough of North Haledon and as further set forth in the maintenance bond referenced herein.

2. TFJ shall be required to post a two (2) year maintenance bond with the Borough upon acceptance of the Traffic Signal Improvements on a form to be approved by the Borough Attorney or his designee, which approval shall not be unreasonably conditioned, withheld, or delayed. The Borough shall not be required to approve the maintenance bond until such time as it accepts and approves a maintenance bond for the balance of the approvals on the site.
3. The Borough agrees to retain all jurisdiction of any municipally owned cross streets, if any, involved within project.
4. The Borough agrees to comply with all rules, regulations, statutes, resolutions or ordinances of the State of New Jersey, the County of Passaic or the municipality wherein the Traffic Signal Plan is to take place.
5. The Borough shall not assign any interest in this agreement nor transfer any interest in the same (whether by assignment or novation) without the prior written consent of the County.
6. After completion of the Traffic Signal Plan and installation of the Traffic Signal Improvements and acceptance of jurisdictional control, the Borough shall save and hold harmless the County, its officers, agent, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind which may be brought for or on account of any injury or damage arising or growing out of the negligent acts or omissions of the Borough, its officers, agents or employees.
7. If any party shall violate any of the covenants, provisions or stipulations of this agreement, the other party(ies) shall have the right to terminate this agreement by giving written notice to the other parties of such termination and specifying the effective date thereof, at least five (5) business days prior to the effective date of such termination.

**NOTWITHSTANDING THE ABOVE**, the parties shall not be relieved of liability to any other party for damages sustained by each or any of them by virtue of any breach of this agreement nor shall any party be limited with respect to any rights it may have to institute appropriate legal action in the event of a breach of this agreement by any other party.

**THIS AGREEMENT** is subject to the State and Federal Rules and Regulations, nor or hereafter promulgated or enacted, which shall be paramount to the content of this agreement.

**IN WITNESS WHEREOF**, the County, the Borough, and TFJ North Haledon Urban Renewal LLC have executed this agreement as of the date first written.

ATTEST:

BOROUGH OF NORTH HALEDON

  
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By:   
Randy George, Mayor

ATTEST:

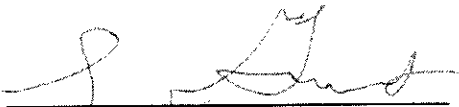
COUNTY OF PASSAIC

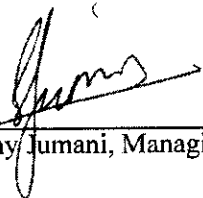
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By: \_\_\_\_\_  
Cassandra Lazzara,  
Director of the Passaic County Board of  
County Commissioners

ATTEST:

TFJ North Haledon Urban Renewal LLC

  
Lucas Brunkenger

By:   
Sonny Jumani, Managing Member



