

CITY OF VINELAND

RESOLUTION NO. 2023-624

**RESOLUTION AUTHORIZING THE EXECUTION OF A
NEW TRAFFIC SIGNAL AGREEMENT BY AND
BETWEEN THE COUNTY OF CUMBERLAND, STATE
OF NEW JERSEY AND CITY OF VINELAND FOR THE
INTERSECTION OF ROUTE NJ 55 SOUTH BOUND
RAMPS AND MAIN ROAD.**

WHEREAS, a traffic condition exists at the intersection of Route NJ 55 south bound ramps and Main Road (C.R. 555), in the City of Vineland, County of Cumberland, which requires the installation and operation of a new traffic signal system; 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 new traffic signal system at said intersection at its cost; and

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

NOW THEREFORE BE IT RESOLVED that the Mayor and Clerk are hereby authorized to execute an Agreement with the State of New Jersey, acting through its Commissioner of Transportation, for the purpose as stated above in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

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

Route NJ 55 SB Ramps and Main Road (C.R. 555)

Vineland City, Cumberland County

THIS AGREEMENT, made the _____ day of _____ two thousand twenty three (2023), among the City of Vineland, located at 640 East Wood Street, Vineland, NJ 08360, hereinafter referred to as **CITY**, the County of Cumberland Board of County Commissioners located at 164 West Broad Street, Bridgeton, NJ 08302, 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 signal condition exists at the intersection of Route NJ 55 SB Ramps M & MA and Main Road (C.R. 555), M.P. 26.88, in the City of Vineland, in the County of Cumberland that requires installation and operation of a new traffic control signal; and

WHEREAS, the **CITY** 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 (Contract No. 012173050), 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 **CITY**, the **COUNTY** and the **STATE** in the cost of maintenance and operation of the new traffic control 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;

**New Traffic Signal Agreement
Route NJ 55 SB Ramps and Main Road (C.R. 555)
Vineland City, Cumberland County**

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable federal, state, and local laws and ordinances, the **CITY**, 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 signal at no cost to the **CITY** or to the **COUNTY** as part of the (Contract No. 012173050).
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 control 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 **CITY** shall maintain or replace the lane and pavement markings and signs within its jurisdiction in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. The **COUNTY** shall maintain or replace the lane and pavement markings and signs within its 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 **CITY** and the **COUNTY** shall allow the placement of any facility associated with the traffic control signal installation 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 **CITY** shall pay all cost for the future relocation or removal and reinstallation of any portion of the traffic control signal, 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 **CITY**.
7. The **COUNTY** shall pay all cost for the future relocation or removal and reinstallation of any portion of the traffic control signal, 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 control signal installation, 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 **CITY** 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.
10. The **STATE** will, at its own expense, periodically inspect and maintain the complete installation, including the re-lamping thereof.
11. The **CITY** shall, at its own expense, provide through the utility company for electric current necessary to the operation of the traffic control signal.

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12. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **CITY** shall be responsible for personal injuries and property damage caused by the actions of the **CITY** 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.
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 **CITY** shall cause to be provided, upon 72 hours written notice to the Clerk of the **CITY** by the **STATE**, police to direct traffic during installation of, inspection of, or repairs related to the traffic signal system. Further, the **CITY** shall cause police to be provided to emergency pre-emption and to the direct traffic during emergency repairs, on telephonic notice to the **CITY** by 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 **CITY** 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

New Traffic Signal Agreement
Route NJ 55 SB Ramps and Main Road (C.R. 555)
Vineland City, Cumberland County

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

ATTEST/WITNESSED/AFFIX SEAL

CITY OF VINELAND

Keith Petrosky, RMC
City Clerk

By: _____
Anthony Fanucci
Mayor

Date: _____

Date: _____

ATTEST/WITNESSED/AFFIX SEAL

COUNTY OF CUMBERLAND
BOARD OF COUNTY
COMMISSIONERS

Kimberly Codispoti
Clerk of the Board

By: _____
Douglas Albrecht
Director

Date: _____

Date: _____

ATTEST/WITNESSED/AFFIX SEAL

STATE OF NEW JERSEY

Anika James
Department Secretary
New Jersey
Department of Transportation

Approved:
By: _____
Parth Oza
Assistant Commissioner
Capital Program Management

Date: _____

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: _____