

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

RESOLUTION #23-335

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF
UNDERSTANDING BETWEEN THE COUNTY OF MERCER AND THE
TOWNSHIP OF HOPEWELL, MERCER COUNTY
FOR COUNTY ROUTE 631**

BE IT RESOLVED, by the Township Committee of the Township of Hopewell, that the Mayor be authorized to sign a Memorandum of Understanding between the County of Mercer and the Township of Hopewell to set forth the duties, responsibilities and obligations, related to the construction and maintenance, of a new radar feedback signs by Hopewell Township along Ingleside Avenue (County Route 631) at Mile Post(s) 0.10 (Northbound Side) and 0.40 (Southbound Side) (as indicated on NJDOT Straight Line Diagrams) to be completely located on lands owned by Mercer County.

Date Adopted: September 5, 2023

CERTIFICATION

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 5th day of September, 2023, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman, RMC, CMR
Municipal Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF MERCER AND
THE TOWNSHIP OF HOPEWELL**

This MEMORANDUM OF UNDERSTANDING is entered into on this ____ day of _____, 2023

I. PARTIES

This MEMORANDUM OF UNDERSTANDING is between the TOWNSHIP OF HOPEWELL, (hereinafter referred to as the "TOWNSHIP"), with a business address of 201 Washington Crossing Road, Titusville, New Jersey, 08560, and THE COUNTY OF MERCER (hereinafter referred to as the "COUNTY"), with a business address of McDade Administration Building, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650.

II. PURPOSE

The purpose of this MEMORANDUM OF UNDERSTANDING is to set forth the duties, responsibilities and obligations, related to the construction and maintenance, of a new radar feedback signs by the TOWNSHIP along Ingleside Avenue (County Route 631) at Mile Post(s) 0.10 (Northbound Side) and 0.40 (Southbound Side) (as indicated on NJDOT Straight line Diagrams) to be completely located on lands owned by the COUNTY.

III. GENERAL

1. The TOWNSHIP intends to construct a proposed radar feedback signs along Ingleside Avenue (CR 631). Radar Feedback Signs, also known as Radar Speed Signs, activate when drivers exceed the advisory or posted speed limit by 5 miles per hour. Radar Feedback Signs are typically installed to calm traffic near school zones, along approaches to curves, and at entries to low-speed communities.
2. The Township will acquire and install the radar feedback signs and associated appurtenances at its sole cost and expense.
3. The proposed radar feedback signs will be constructed completely within the existing Right-of-Way of Ingleside Avenue (County Route 631) which is owned by the COUNTY.
4. No additional permanent improvements shall be placed in the identified County Right-of-Way without the prior written consent of the County.

IV. RESPONSIBILITIES OF THE PARTIES

The TOWNSHIP and the COUNTY have negotiated and reached an agreement as to their individual responsibilities and agree as follows:

The TOWNSHIP will:

1. Be responsible for Contracting and obtaining permits for the design, development, and construction of the project which includes the proposed radar feedback signs and be solely responsible for all contracted and associated construction costs.
2. Perform all maintenance, upkeep, and repairs to the radar feedback signs.
3. Hereby agree to perpetually defend, indemnify, and hold harmless, the County from any and all claims, suits, actions, damages, losses, and/or costs of any nature whatsoever, whether for personal injury, property damage, and/or other liability, including attorney fees and court costs, arising out of or in any way connected with the radar feedback signs located within the Right-of-Way of Ingleside Avenue (County Route 631), aside from claims arising from the County's sole negligence.

The COUNTY will:

1. Perform repairs to the proposed radar feedback signs that are the sole result of damage caused by the COUNTY or its contractors.

V. DURATION, MODIFICATION AND TERMINATION

This agreement shall be effective upon signing by all parties and shall be for an initial term of ten (10) years. This Agreement shall automatically renew for a period of five (5) year intervals after the initial ten (10) year term unless the parties mutually agree in writing to cancel or amend it.

Modifications to this agreement are permitted, but shall be made only by the mutual consent of the parties and by the issuance of a written modification, signed and dated by all parties prior to any modifications becoming effective.

This agreement shall be controlled by the laws of the State of New Jersey.

VI. PRINCIPAL CONTACTS

The principal contacts for this agreement are:

For the TOWNSHIP:

Michael Ruger
Mayor


For the COUNTY:

Lillian L. Nazarro, Esq.
County Administrator
County of Mercer
640 S. Broad Street
Trenton, NJ 08650
Phone: 609-989-6502

IN WITNESS WHEREOF, the TOWNSHIP and the COUNTY have executed this Memorandum as of the date first written above. By signing below, each signer declares that he/she is of legal age, is competent, and has the legal authority to sign this agreement and consent to the terms and responsibilities set forth in this agreement.



Michael Ruger, Mayor
Township of Hopewell



Date

Lillian L. Nazarro, Esq., County Administrator
County of Mercer

Date