

**New Jersey Department of Transportation
CORRECTIVE ACTION NOTICE**

QUALITY MANAGEMENT SERVICES

Director: Lynn Rich

Telephone: (609) 530-2505

CAN No. CAN061

Approved: L. Rich
Date: 04/24/05

Subject: Revisions to Jurisdiction Agreement Procedures

**Bureau(s) Affected: All Design Consultants
In-House Design/QA Review Units
Division of Design Services
Division of Project Management
Division of Project Planning Development**

Description of Issue(s): Based on recommendations made by the Jurisdictional Unit, the Department has made adjustments to the project delivery process in order to more efficiently secure and deliver timely jurisdictional agreements with the available resources for the capital program.

Corrective Action Plan:

The purpose of this CAN is to provide an overview of the changes that have been made to the process and introduce resources that provide more detailed information on the new process.

See attached materials for further guidance.

Division of Project Planning Development

- Lead engineers involved in the scoping of projects will be responsible for coordinating the Jurisdictional requirements for projects prior to submission to the Division of Project Management, in accordance with the attached activity descriptions.
- Lead Engineers shall provide notification to each affected community that they will be required to assume maintenance responsibilities for State constructed improvements to the network of local roadways as well as Context Sensitive Design elements (bikeways, Multi Use Paths, etc.).

Division of Project Management

- Jurisdictional coordination and processing will be under the direct responsibility of the Program Managers, and in accordance with the attached materials.
- All Project Managers shall ensure that Designers prepare and submit materials as indicated in the attached documentation.

Division of Design Services

- Project Coordinators (In-house design) shall insure that materials and documents are prepared in accordance with the attached documentation.
- The lead engineer in Major Access will assume PM responsibilities as noted in the Procedure.
- Duties solely the responsibility of the Jurisdiction Unit are:
 1. Provide SME advice as requested, and maintain Agreement templates, original files and documents of all Jurisdiction Agreements.
 2. Respond to NJ Department of Treasury/Department of Law to inquiries relating to existing jurisdiction agreements; accident claims, Depositions, Interrogatories etc.
 3. Perform research and reply to in house and outside request for information relating to existing and/or proposed agreements.
 4. Reply to inquiries regarding Excess Parcels.
 5. Provide research and reply to in house and outside request for information relating to TAKEOVERS.
 6. Provide research and reply to in house and outside request for information relating to OPRA request.
 7. Provide research and reply to in house and outside request for information relating to ABANDONMENTS and STREET VACATIONS.
 8. Coordinate newly executed jurisdiction agreements with EDU to provide information into and Electronic Data retrieval system.

Implementation: Immediate for all projects that have not reached PS&E submission, and have not completed Activity 3015.

INDEX

01	Index CAN File	21	Coorsp. Map to Uncomp. Agm't
02	CAN Document	22-25	Sample Complicated Agm't.
03-06	Jurisdictional Activity Descriptions	26-29	Coorsp. Maps to Comp. Agm't
07	Flow Chart	30-32	Sample Moderate Agm't
08	Tracking Sheet	33-34	Coorsp. Maps to Moderate Agm't.
09	Base Map Requirements	35-36	Agm't. Submission Letter
10	Sample Base Map	37	Dept. Review Request
11-13	Muni. Agm't. Template	38	Struct. Maint. Clauses
14-16	Co. Agm't. Template	39	Additional Agm't Clauses
17	AD-12 (DAS) Form	40	Resolution Template
18	DAG Signature Request	41-42	Sample Resolution (Brdg. Comm.)
19-20	Sample Uncomplicated Agm't	43-46	Sample Resolution (Tnpk.)
		47-50	Sample Resolution (DRPA)
		51-53	Sample Resolution (GSP)

**New Jersey Department of Transportation
CORRECTIVE ACTION NOTICE**

QUALITY MANAGEMENT SERVICES

Director: Lynn Rich

Telephone: (609) 530-2505

CAN No. CAN061

Approved: L. Rich
Date: 04/24/05

Subject: Revisions to Jurisdiction Agreement Procedures

**Bureau(s) Affected: All Design Consultants
In-House Design/QA Review Units
Division of Design Services
Division of Project Management
Division of Project Planning Development**

Description of Issue(s): Based on recommendations made by the Jurisdictional Unit, the Department has made adjustments to the project delivery process in order to more efficiently secure and deliver timely jurisdictional agreements with the available resources for the capital program.

Corrective Action Plan:

The purpose of this CAN is to provide an overview of the changes that have been made to the process and introduce resources that provide more detailed information on the new process.

See attached materials for further guidance.

Division of Project Planning Development

- Lead engineers involved in the scoping of projects will be responsible for coordinating the Jurisdictional requirements for projects prior to submission to the Division of Project Management, in accordance with the attached activity descriptions.
- Lead Engineers shall provide notification to each affected community that they will be required to assume maintenance responsibilities for State constructed improvements to the network of local roadways as well as Context Sensitive Design elements (bikeways, Multi Use Paths, etc.).

Division of Project Management

- Jurisdictional coordination and processing will be under the direct responsibility of the Program Managers, and in accordance with the attached materials.
- All Project Managers shall ensure that Designers prepare and submit materials as indicated in the attached documentation.

Division of Design Services

- Project Coordinators (In-house design) shall insure that materials and documents are prepared in accordance with the attached documentation.
- The lead engineer in Major Access will assume PM responsibilities as noted in the Procedure.
- Duties solely the responsibility of the Jurisdiction Unit are:
 1. Provide SME advice as requested, and maintain Agreement templates, original files and documents of all Jurisdiction Agreements.
 2. Respond to NJ Department of Treasury/Department of Law to inquiries relating to existing jurisdiction agreements; accident claims, Depositions, Interrogatories etc.
 3. Perform research and reply to in house and outside request for information relating to existing and/or proposed agreements.
 4. Reply to inquiries regarding Excess Parcels.
 5. Provide research and reply to in house and outside request for information relating to TAKEOVERS.
 6. Provide research and reply to in house and outside request for information relating to OPRA request.
 7. Provide research and reply to in house and outside request for information relating to ABANDONMENTS and STREET VACATIONS.
 8. Coordinate newly executed jurisdiction agreements with EDU to provide information into and Electronic Data retrieval system.

Implementation: Immediate for all projects that have not reached PS&E submission, and have not completed Activity 3015.

JURISDICTIONAL ACTIVITY DESCRIPTIONS

LE = Lead Engineer, Scoping, DPPD
PM = Project Manager, CPM
D= In- house Designer or Consultant
JUR = Jurisdiction Unit, Design Services

Note: copies of **ALL** correspondence to and by the LE (Lead Engineer), PM (Project Manager), designer or consultant will be provided to JUR (Jurisdiction Unit) - this also applies to documents such as Agreements and Jurisdiction Maps.

Activity 0260:

1. Inform PM/JUR of proposed improvements = LE
2. Determine if jurisdiction agreements are required for the project; provide in house man hour estimate to scoping or project manager = JUR
3. Inform designer and JUR what DOT will maintain and what agencies will maintain =LE
4. Notification to Local and County officials of need to sign jurisdictional agreement and what they will be responsible to maintain = LE
5. The LE will keep the PM informed of all aspects of jurisdictional determination during activity 0260.
6. Request to the Office of Community Relations for specific language to be inserted into the Resolution of Support indicating acceptance of maintenance responsibility of items defined in Step 3 above. Language would be as follows: = LE

Be it resolved that the (name of agency) represents that it agrees to, and will, enter into an appropriate Jurisdictional Agreement for Highway Maintenance and Control with the State of New Jersey, Department of Transportation by which (name of agency) will assume responsibility for (insert description).

Be it further resolved that the (name of agency) acknowledges that the State of New Jersey, Department of Transportation, will rely upon the aforesaid representation in determining whether to continue with the design and construction of the project known as (describe identity of project).

NOTE - In the event a community will not confirm acceptance of roadway improvements, Context Sensitive Design elements etc., the LE/PM shall discuss with NJDOT Operations the viability of including or excluding those elements from the design of the project.

Refusal of a community to acknowledge maintenance responsibility shall result in the LE/PM considering no further action being taken in regard to obtaining a Jurisdictional Agreement.

Activity 2205:

1. Prepare Jurisdictional Base Maps according to the Department's *Sample Jurisdictional Base Map and Checklist* and submit to PM with letter or memorandum advising if horizontal geometry, drainage and Right of Way are finalized or subject to change. = D

2. Review to ascertain designer submission complies with sample base map and checklist, and when appropriate, give designer approval to proceed with development of a jurisdictional limit map (jlm). = PM; PM should consult if necessary with JUR.

3. Provide PM with agreement numbers for the project; set up work files accordingly. = JUR

4. Prepare and submit jlm to PM. =D

a. Ascertain local roads to be municipal or county with each separate agency clerk office, engineer office, department of public works etc. Upon submission of jlm to PM for approval, a letter of certification must be provided affirming this step of procedure was completed.

b. Prepare preliminary jlm as per the Department's *Sample Jurisdictional Limit Maps*.

(1.) Specific notes for structures, drainage, context sensitive design items, pedestrian overpasses, multi-use paths etc. must be applied. (see sample maps)

(2.) Submit jlm to PM for approval; include information regarding the status (complete or subject to change) of design, drainage, ROW

NOTE: For projects that are in design or arrived at activity 2205 without DPPD acquiring project support, the PM should request to the Office of Community Relations for a Resolution of Support including specific language to be inserted indicating acceptance of maintenance responsibility. Language would be as follows:

Be it resolved that the (name of agency) represents that it agrees to, and will, enter into an appropriate Jurisdictional Agreement for Highway Maintenance and Control with the State of New Jersey, Department of Transportation by which (name of agency) will assume responsibility for (insert description).

Be it further resolved that the (name of agency) acknowledges that the State of New Jersey, Department of Transportation, will rely upon the aforesaid representation in determining whether to continue with the design and construction of the project known as (describe identity of project).

NOTE: activity 3015 requires horizontal geometry, drainage and ROW to be completed.

Activity 3015:

1. Designer submits completed jlm to PM for approval. = D
2. PM sends a copy of the jlm; marked **PRELIMINARY**, to the DOT Regional Maintenance Engineer for their review, comments and/or approval. Use FORM NUMBER 1 as provided in *Sample letters and memos*. = PM
4. Receive comments from Regional Maintenance. Consult with JUR, if necessary, regarding any proposed changes resulting from those comments. = PM
5. PM provides materials to Designer to Finalize jlm as per comments from JUR. = PM

Begin preparation of draft jurisdictional agreements.

1. Prepare preliminary jurisdictional agreements, as per the Department's *Sample Jurisdictional Agreements*. = D - - also see **Form No. 3** for typical agreement clauses.
2. Submit draft agreements with one copy of the final jlm to PM for comments and/or concurrence. = D
3. Upon concurrence of draft agreements, PM prepares submission package for the NJ Office of the Attorney General (AG) for Approval As To Form (AATF). The package will consist of two copies of each draft agreement with pertinent map attached. PM/D
4. PM submits package to JUR. PM
5. JUR reviews submission package and submit to AG for AATF. = JUR
6. Receive comments and/or AATF from AG. = JUR.
7. JUR will notify PM of comments for resolution, or that the agreements were approved as to form.
8. PM advises designer to either adjust draft agreements and/or maps as per comments from AG or to prepare final agreements. = PM
9. When final approvals have been received for jlm and agreements, prepare official execution package. = PM
 - a. The package consists of three copies of each agreement with pertinent maps appended.
 - b. One copy of the *Sample Resolution*. (see samples)
10. Submit agreements to each agency for execution. (see samples) = PM

Activity 4015:

1. PM conducts follow up telephone calls to each agency within 2 weeks of agreement submission to determine the agency received the agreement package. = PM
 - a. If necessary, prepare second agreement submission package to agencies requesting one.
2. PM conducts follow up telephone calls to each agency no later than 2 months after submission if agreements have not been executed and returned to PM. = PM
3. Submit executed agreements to DAG for signature. =PM
4. PM will prepare and circulate for signature AD12 Departmental execution of agreements – see sample AD-12, Program Manager of record signs agreements, and are the first signature on the AD-12 form. = PM
5. JUR makes final distribution of executed agreements as per Form number 2.

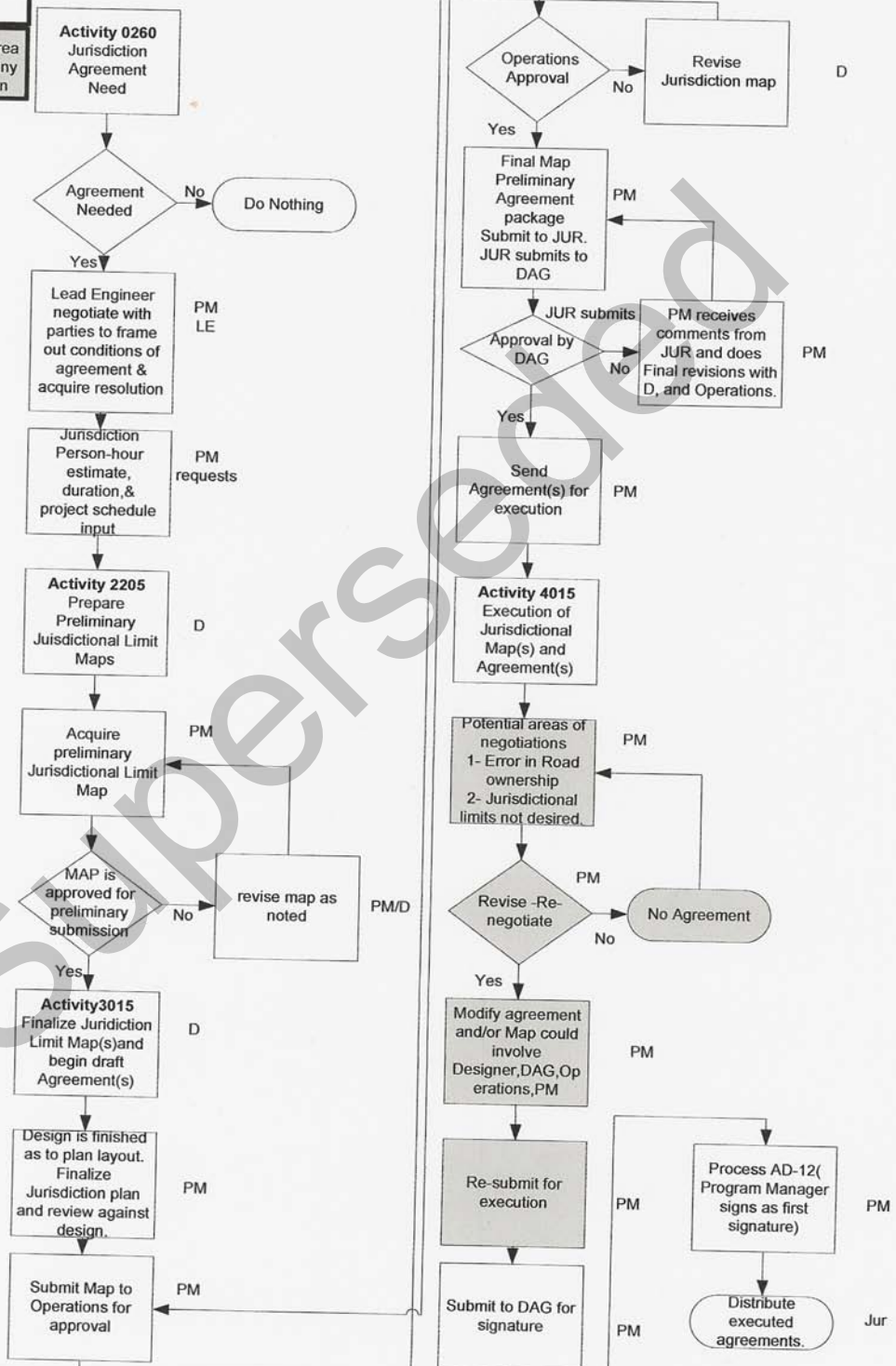
Page 4 Of 4

Legend

PM – Project Manager
 LE–Lead Engineer(DPPD)
 D- Designer
 Jur- Jurisdiction

Designates a process area that can have few or many loops before completion

**Jurisdiction
 Process
 Flowchart**



Jurisdiction Map and Agreement tracking sheet

Agreement number _____

Route or project name _____

Agreement with _____

Acceptable base map received from designer _____

Roads verified with agency _____

Marked comment sheet to designer _____

Final plan received from designer _____

Final plan sent to Regional Maintenance for comment _____

Received comment from Regional Maintenance _____

Draft agreement sent to DAG for approval as to form _____

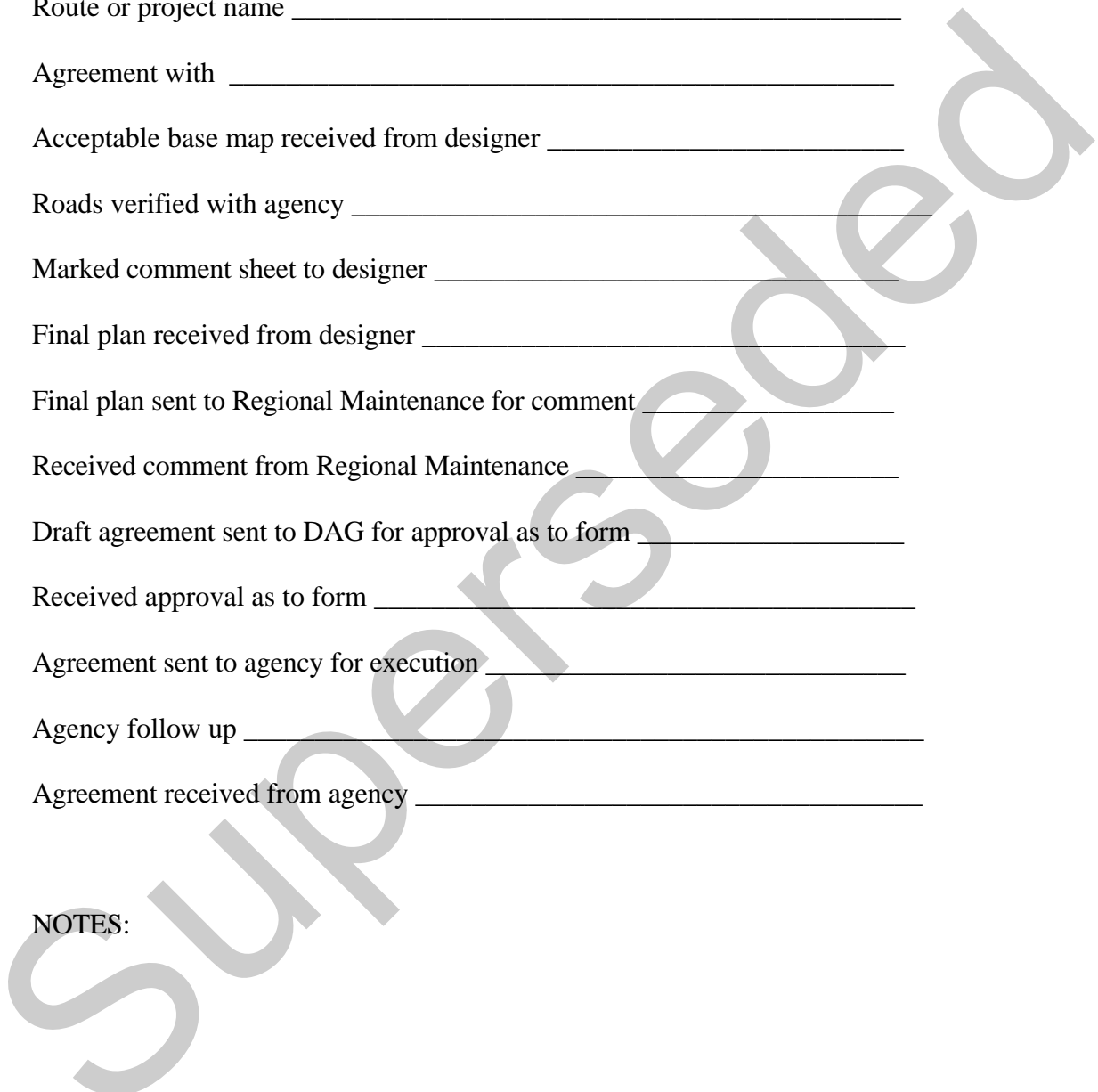
Received approval as to form _____

Agreement sent to agency for execution _____

Agency follow up _____

Agreement received from agency _____

NOTES:



JURISDICTIONAL BASE MAP REQUIREMENTS

1. A reproducible mylar and/or NJDOT compatible electronic file utilizing a scale that approximates 1" = 100 feet (or a scale that can clearly delineate jurisdictional limits).
2. Edges of traveled way for all highways, roadways and ramps.
3. Private drives are shown only from edge of traveled way to the Right of Way line.
4. Only final Right of Way lines will be shown. Notify the jurisdiction office if, during plan development, the ROW has not been finalized.
5. Only final alignments will be shown.
6. The State highway baseline will be shown.
7. Limits of no access (start and end) will be delineated with arrows.
8. All street names will be shown. Private roads will be labeled as such.
9. All corporate boundary lines will be shown and labeled.
10. Drainage will be complete and shown with directional flow. All drainage easements will be shown and labeled.
11. A bar scale must be shown.
12. A North arrow will be shown.
13. The jurisdiction map portrays the project when it is completed and built, accordingly, equal pen weights will be used. No heavy proposed lines are acceptable.
14. For Park and Ride projects, show the parking facility without striping.

Information unrelated to jurisdiction will be omitted. Some examples are boring symbols, contours, property lot lines, block and lot numbers, survey data (except for baseline stationing), topography. (trees, shrubs etc.)

The following notes must be included under the legend:

1. PRIVATE DRIVEWAYS ARE NOT AFFECTED BY THIS AGREEMENT.
2. RAILROAD PROPERTY AND APPURTENANCES ARE NOT AFFECTED BY THIS AGREEMENT.
3. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOW. FOR THIS PROJECT, SEE AGREEMENT #

OCEAN CITY

COUNTY OF CAPE MAY

SOMERS POINT CITY

COUNTY OF ATLANTIC

NOTE: DRAINAGE TO BE MAINTAINED BY NJDOT.

NOTE: NJDOT INSTALLED DRAINAGE TO BE MAINTAINED BY NJDOT TO THE POINT OF CONNECTION

STA. 150+00 BACK =
STA. 195+00 AHEAD

SAMPLE BASE MAP



- RIGHT OF WAY LINE
 - CORPORATE LINE
 - //— ACCESS DENIED AREA
 - - - DRAINAGE EASEMENT
- WHEN APPLICABLE

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 ROUTE SECTION
 JURISDICTIONAL LIMIT MAP

SCALE: AS INDICATED

IDENTITY OF FIRM OR DESIGN SQUAD PREPARING MAP SHOULD APPEAR HERE.

Supersedes

Sample Municipal Agreement

NEW JERSEY DEPARTMENT OF TRANSPORTATION
JURISDICTIONAL AGREEMENT No. _____

THIS AGREEMENT, made this _____ day of _____ Two Thousand Five, between the _____ in _____ County, hereinafter referred to as the “ _____ ”, and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the “State”, witnesseth that:

WHEREAS,

;and

WHEREAS,

;and

WHEREAS, in order to prevent future legal or maintenance problems in these areas \ this area, it is necessary that the _____ and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the

_____ and the State agree as follows:

FIRST, the _____ agrees to:

Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas/that area as shown with cross hatching

(within municipal limits) on a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE _____, SECTION _____,

_____, SCALE: AS INDICATED," which map is appended hereto

and made a part hereof.

#

SECOND, the State agrees to:

Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in that area / those areas shown shaded on the said map.

THIRD, both the _____ and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.
- (b) To the extent of the jurisdictional limits established herein, upon completion of construction and final acceptance by the State, any provisions of this agreement which may be inconsistent with that of a prior agreement, the provisions of this agreement shall control. All remaining provisions of any prior agreement will continue in full force and effect.
- (c) Highway maintenance is defined as upkeep of the highway area and includes, but is not limited to, upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.
- (d) Highway control is defined as regulation and management of the highway area, and includes, but is not limited to; controlling access; reviewing permits for roadway openings, driveways and utilities; reviewing all proposed geometric changes; and setting speed limits, no parking zones and other traffic controls.
- (e) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

#

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE OF
IN COUNTY

Attested:

, Clerk By _____
Mayor

THE STATE OF NEW JERSEY

Attested:

Jacqueline Trausi, Secretary NJDOT By _____
Program Manager
Capital Project Managment

Date: _____

Date: _____

This Agreement has been reviewed and approved
as to form:
Peter C. Harvey
Attorney General of New Jersey

By: _____
Deputy Attorney General

Date: _____

NEW JERSEY DEPARTMENT OF TRANSPORTATION
JURISDICTIONAL AGREEMENT No. _____

THIS AGREEMENT, made this _____ day of _____ Two Thousand Five,
between the COUNTY OF _____ acting through its Board of Chosen Freeholders,
hereinafter referred to as the "County", and the STATE OF NEW JERSEY, acting through its Commissioner of
Transportation, hereinafter referred to as the "State", witnesseth that:

WHEREAS,

; and

WHEREAS,

; and

WHEREAS

;and

WHEREAS, in order to prevent future legal or maintenance problems in these areas \ this
area, it is necessary that the County and the State apportion the jurisdiction for highway maintenance and
control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County
and the State agree as follows:

FIRST, the County agrees to:

Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final
acceptance by the State, in those areas/that area as shown with single line hatching on a map entitled "NEW
JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP,
ROUTE _____, SECTION _____,

SCALE:AS

INDICATED," which map is appended hereto and made a part hereof.

#

SECOND, the State agrees to:

Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in that area/those areas shown shaded on the said map.

THIRD, both the County and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.
- (b) To the extent of the jurisdictional limits established herein, upon completion of construction and final acceptance by the State, any provisions of this agreement which may be inconsistent with that of a prior agreement, the provisions of this agreement shall control. All remaining provisions of any prior agreement will continue in full force and effect.
- (c) Highway maintenance is defined as upkeep of the highway area and includes, but is not limited to, upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.
- (d) Highway control is defined as regulation and management of the highway area, and includes, but is not limited to, controlling access; reviewing permits for roadway openings, driveways and utilities; reviewing all proposed geometric changes; and setting speed limits, no parking zones and other traffic controls.
- (e) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

#

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE BOARD OF CHOSEN FREEHOLDERS
OF _____ COUNTY

Attested:

_____, Clerk By _____, Director

THE STATE OF NEW JERSEY

Attested:

Jacqueline Trausi, Secretary NJDOT
Date: _____

By _____
Program Manager
Capital Program Management
Date: _____

This Agreement has been reviewed and approved
as to form:
Peter C. Harvey, Attorney General of New Jersey

By _____
Deputy Attorney General
Date: _____

NEW JERSEY DEPARTMENT OF TRANSPORTATION
COMMISSIONER DEPARTMENT ACTION SLIP

Schedule Page #

Date:

Page 1 of 1

Subject: Jurisdictional Agreement #

Project: Route
Borough of

Approval and execution is recommended of the attached jurisdictional agreement between the _____ and the State of New Jersey covering understandings in connection with the apportionment of jurisdiction for highway maintenance and control relative to the Route 30

ROUTE (S)	SECTION (S)	DESCRIPTION		
Year & Item No. Construction Program/Prem. Engr.		Appropriation Account No. (s)		
Federal/State Project No.	Job Number	Federal Fund Sharing \$ _____ %	State Fund Sharing Cash \$ _____ % In-kind \$ _____ %	
Outside/Other Party Sharing Cash \$ _____ % In-kind \$ _____ %	Non-Participating–State Share \$ _____ %	Total Amount Cash \$ _____ % In-kind \$ _____ %	Accounting Use-Req. No	
EXECUTIVE APPROVALS: NAMES and TITLES		Prog. Ref. No.		

Name _____	DATE _____
Title _____	DATE _____
Name _____	DATE _____
Title _____	DATE _____
APPROVED BY:	
Name _____	DATE _____
Title _____	DATE _____
Name _____	DATE _____
Title _____	DATE _____

<u>CERTIFICATION OF FUNDS</u>	
Name _____	DATE _____
JOSEPH LICARI	
DIRECTOR, ACCOUNTING & AUDITING	
SCHEDULE	
APPROVED AND	
ACTION CERTIFIED:	
FOR THE NJDOT	
COMMISSIONER OF TRANSPORTATION	

Jacqueline Trausi, Secretary, NJDOT

NEW JERSEY DEPARTMENT OF TRANSPORTATION

MEMORANDUM

TO: Richard Harcar
Attorney General

FROM: Project Manager

DATE:

PHONE: 530-5646

SUBJECT: Signature Request #
Route
Borough of
Job #

Transmitted for your signature are three signed copies of the above captioned agreement with appropriate map and resolution from the Borough of .

This agreement has been approved as to form.

Should you have any questions or require any additional information please contact me at 609-530- .

Attachments

#4459

THIS AGREEMENT, made this ~~13th~~ ^{05th} day of ~~April~~ ^{May} Two Thousand Four, between the COUNTY OF CAPE MAY, acting through its Board of Chosen Freeholders, hereinafter referred to as the "County", and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "State", witnesseth that:

WHEREAS, improvements will be made at the intersection of U.S. Route 9 and Crest Haven Road (County Route 609); and

WHEREAS, Crest Haven Road is a County highway; and

WHEREAS, in order to prevent future legal or maintenance problems in this area, it is necessary that the County and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the State agree as follows:

FIRST, the County agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas as shown with single line hatching on a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, U.S. ROUTE 9, INTERSECTION OF U.S. ROUTE 9 AND CREST HAVEN ROAD (COUNTY ROUTE 609), TOWNSHIP OF MIDDLE, COUNTY OF CAPE MAY, SCALE: AS INDICATED," which map is appended hereto and made a part hereof.
- (b) Upon completion of construction and final acceptance by the State, maintain drainage pipe, swale and retaining wall, as indicated on the said map.

SECOND, the State agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown shaded on the said map.
- (b) Upon completion of construction and final acceptance by the State, maintain retaining walls and drainage, as indicated on the said map.

THIRD, both the County and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.

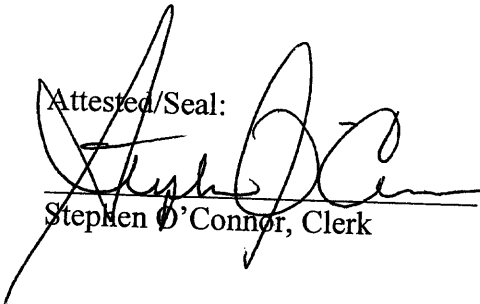
06
1062

- (b) To the extent of the jurisdictional limits established herein, upon completion of construction and final acceptance by the State, any provisions of this agreement which may be inconsistent with that of a prior agreement, the provisions of this agreement shall control. All remaining provisions of any prior agreement will continue in full force and effect.
- (c) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE BOARD OF CHOSEN FREEHOLDERS OF CAPE MAY COUNTY

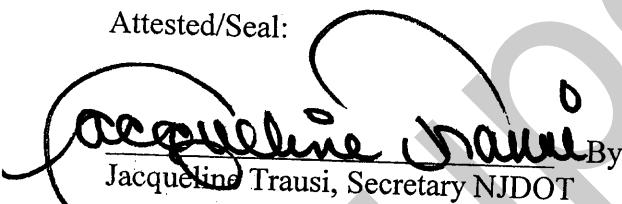
Attested/Seal:

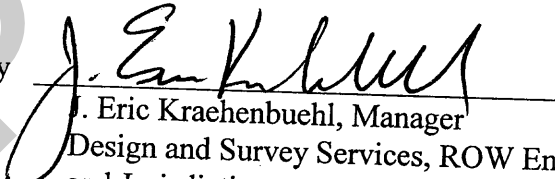

 Stephen O'Connor, Clerk

By 
 Daniel Beyel, Director

THE STATE OF NEW JERSEY

Attested/Seal:

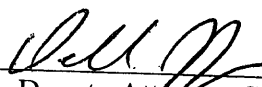

 Jacqueline Trausi, Secretary NJDOT

By 
 J. Eric Kraehenbuehl, Manager
 Design and Survey Services, ROW Engineering and Jurisdiction

Dated: May 05, 2004

Dated: 5-5-04

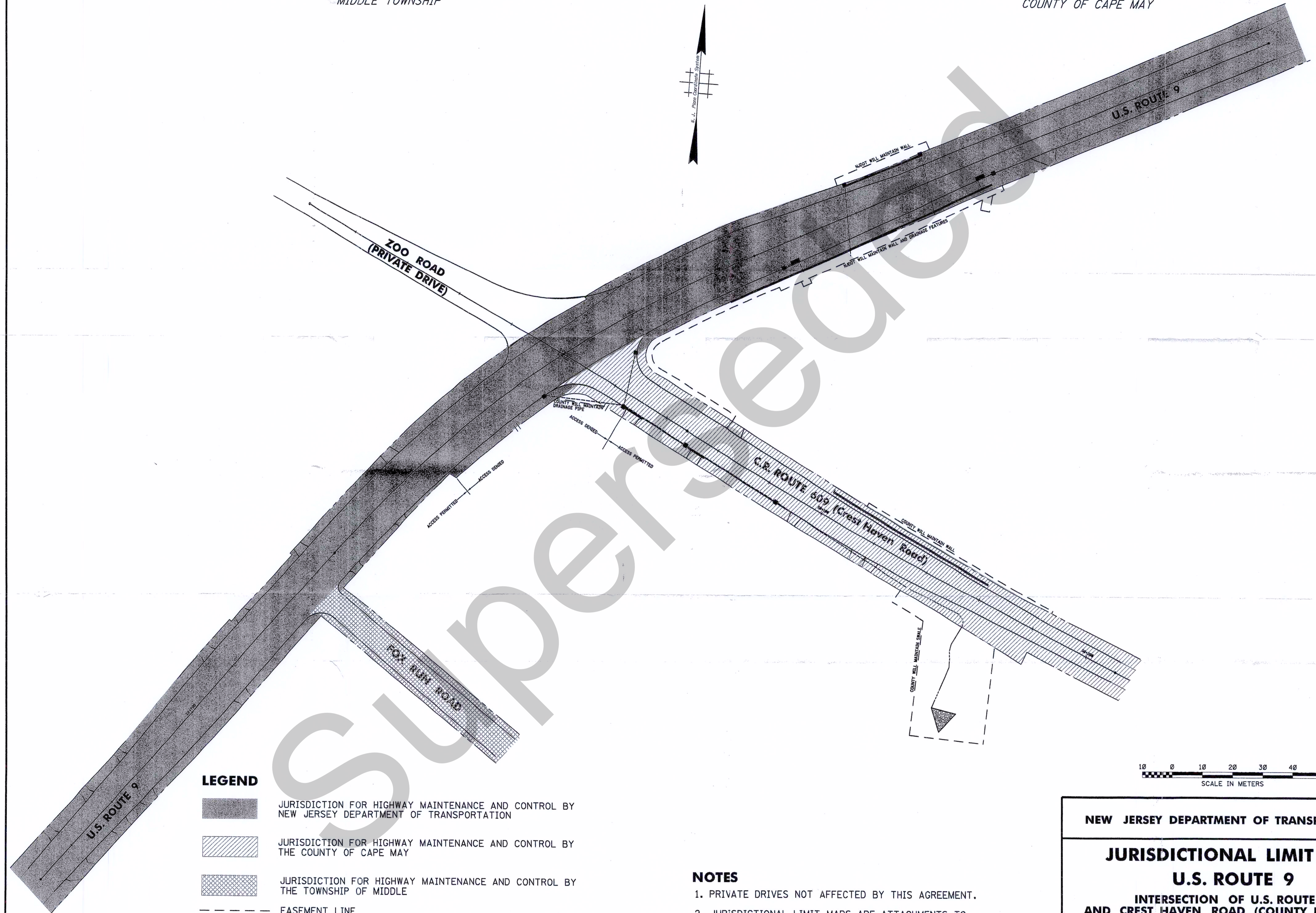
This Agreement has been reviewed and approved as to form:
Peter C. Harvey, Attorney General of New Jersey

By 
 Deputy Attorney General

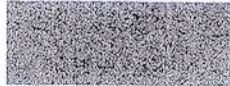
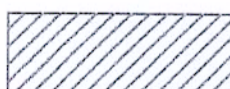

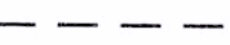


Date: 4/30/04

MIDDLE TOWNSHIP

COUNTY OF CAPE MAY

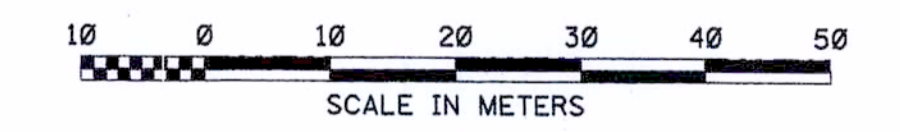


LEGEND

-  JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION
-  JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE COUNTY OF CAPE MAY
-  JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE TOWNSHIP OF MIDDLE
-  EASEMENT LINE
-  RIGHT-OF-WAY LINE (ACCESS PERMITTED)
-  RIGHT-OF-WAY LINE (ACCESS DENIED)

NOTES

1. PRIVATE DRIVES NOT AFFECTED BY THIS AGREEMENT.
2. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN. FOR THIS PROJECT SEE AGREEMENTS # 4459, 4460.



NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP
U.S. ROUTE 9
INTERSECTION OF U.S. ROUTE 9
AND CREST HAVEN ROAD (COUNTY ROUTE 609)

TOWNSHIP OF MIDDLE COUNTY OF CAPE MAY

SCALE: AS INDICATED

THIS AGREEMENT, made this *1st* day of *February*, Two Thousand and Four, between the CITY OF TRENTON, in Mercer County hereinafter referred to as the "City", the COUNTY OF MERCER, hereinafter referred to as the "County", and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "State", witnesseth that:

WHEREAS, the State has made improvements to State Highway Route 29; and

WHEREAS, said improvements involve construction of the Route 29 Covered Section, Landscape Deck Park and associated waterfront enhancements; and

WHEREAS, said improvements also involve several City and County highways; and

WHEREAS, in order to prevent future legal or maintenance problems in these areas, it is necessary that the City, County and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City, County and the State agree as follows:

FIRST the City agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, in those areas shown with single line hatching on sheets 1 through 4 of 4 total maps entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 29, SECTIONS 10C AND 11B, ROUTE 29 COVERED SECTION AND LANDSCAPE DECK PARK, FROM THE VICINITY OF TRENTON MARINE TERMINAL TO AMTRAK LINE, CITY OF TRENTON, COUNTY OF MERCER, SCALE: AS INDICATED," which maps are appended hereto and made a part hereof.
- (b) Assume or retain jurisdiction for maintenance of drainage at Landing Street as indicated on sheet 3 of the said maps.
- (c) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., be responsible for personal injuries and property damage caused by the actions of the City, its agents, servants and employees which arise out of or which are claimed to arise 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.

SECOND, the County agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, in those areas shown with circles on sheets 2 and 3 of the said maps.
- (b) Assume or retain jurisdiction for highway maintenance, in those areas shown with crosshatching on sheets 3 and 4 of the said maps.
- (c) Assume or retain jurisdiction for maintenance of the connector walkway surface, ornamental lighting and fencing as indicated on sheet 1, 2 and 3 of the said maps.
- (d) Assume or retain jurisdiction for maintenance of all landscaping and park amenities on top of the Route 29 Covered Section that are associated with this project and noted on the said maps.

#4378

- (e) Assume or retain jurisdiction for maintenance of the Pond Area and Pond Features as indicated on sheets 2 and 3 of the said maps.
- (f) Assume or retain jurisdiction for maintenance of the Water Quality Chamber for parking lot drainage as indicated on sheet 3 of the said maps.
- (g) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., be responsible for personal injuries and property damage caused by the actions of the County, its agents, servants and employees which arise out of or which are claimed to arise 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.

THIRD, the State agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, in those areas shown shaded on the said maps.
- (b) Assume or retain jurisdiction for highway control, in those areas shown with crosshatching on sheets 3 and 4 of the said maps.
- (c) Assume or retain jurisdiction for structural maintenance of the Route 29 Covered Section as indicated on sheets 1, 2, and 3 of the said maps.
- (d) Assume or retain jurisdiction for maintenance of the retaining walls as indicated on sheets 1, 2 and 3 of the said maps.
- (e) Assume or retain jurisdiction for maintenance of the Route 29 Covered Section lighting load center cabinets and fire standpipe system that are associated with this project as noted on the said maps.
- (f) Assume or retain jurisdiction for structural maintenance of the connector walkway as indicated on sheets 1, 2 and 3 of the said maps.
- (g) Assume or retain jurisdiction for maintenance of the retention basin as indicated on sheet 3 of the said maps.
- (h) Assume or retain jurisdiction for maintenance of the Water Quality Chambers for Route 29 drainage and Pond Outflow Structure as indicated on sheet 3 of the said maps.

FOURTH, the City, County and State agree that:

- (a) To the extent of the jurisdictional limits established herein, upon final acceptance by the State, any provision of this agreement, which may be inconsistent with that of a prior agreement, the provisions of this agreement shall control. Remaining provisions of any prior agreement will continue in full force and effect.
- (b) Highway maintenance is defined as upkeep of the highway area and includes, but is not limited to, upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.
- (c) Highway control is defined as regulation and management of the highway area, and includes, but is not limited to, control of access, permits for roadway openings, driveways and utilities, review of all proposed geometric changes, setting speed limits, no parking zones and other traffic controls.

- (d) Structural Maintenance is defined as work done on a structure to preserve or restore (future rehabilitation and/or replacement) its structural integrity. Major components of the structure, which may require structural maintenance, consist of the superstructure, deck, substructure (including approach slabs, retaining walls and embankment), lighting (unless noted otherwise), walls and all safety related elements such as guiderail attachments and barrier curbs.
- (e) Maintenance of retaining walls includes, but is not limited to, the preservation or restoration of structural integrity.
- (f) Maintenance of drainage includes, but is not limited to, clearing drainage of debris to insure proper operating conditions.
- (g) Structural maintenance of connector walkway is defined as work done to preserve or restore its structural integrity.
- (h) Maintenance of the connector walkway surface is defined as the repair of spalls, snow removal and ice control, sweeping and litter pickup.
- (i) Maintenance of landscaping and park amenities on top of the Route 29 Covered Section shall mean maintenance and repair of the deck park and all the features therein, exclusive of the Route 29 Covered Section structure.
- (j) Maintenance of Pond Area and Pond Features includes, but is not limited to, the maintenance of sidewalks and areas adjacent to sidewalks, maintenance of the electrical and/or mechanical elements of the pond intake system, pump house, level sensor and spray fountain
- (k) Maintenance of Pond Outflow Structure includes, but is not limited to, the clearing of debris to insure proper operating conditions.
- (l) Maintenance of lighting includes, but is not limited to, the upkeep of lamps and fixtures.
- (m) Maintenance of fencing includes, but is not limited to, repairing or replacing any damaged sections of fencing to insure its continuity and to retain its intended purpose.
- (n) Maintenance of Water Quality Basins includes, but is not limited to, the clearing of debris to insure proper operating conditions.
- (o) Maintenance of Retention Basin includes, but is not limited to, the maintenance of drainage to facilitate the basin.
- (p) Maintenance of Lighting Load Center Cabinets includes, but is not limited to, securing cabinets to prevent unauthorized access.
- (q) Maintenance of Fire Standpipe System includes, but is not limited to, keeping the system clearly identified and in proper operating condition.
- (r) No excavation will be permitted in the fenced archeological area, as indicated on sheet 4 of the said maps.
- (s) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE CITY OF TRENTON
IN MERCER COUNTY

Attested:

Anthony B. Conti By *Douglas Palmer*
for Anthony B. Conti, Clerk Douglas Palmer, Mayor

THE COUNTY OF MERCER

Attested:

Jerlene H. Worthy By *Brian M. Hughes*
Jerlene H. Worthy, Clerk Brian Hughes, County Executive

THE STATE OF NEW JERSEY

Attested:

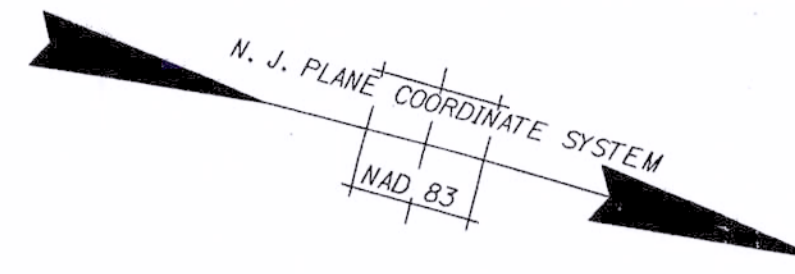
Jacqueline Trausi By *J. Eric Kraehenbuehl*
Jacqueline Trausi, Secretary NJDOT J. Eric Kraehenbuehl, Manager
Design and Survey Services,
Date: *February 19, 2004* ROW Engineering and Jurisdiction
Date: *2/19/04*

This Agreement has been reviewed and approved
as to form:

Peter C. Harvey, Attorney General of New Jersey

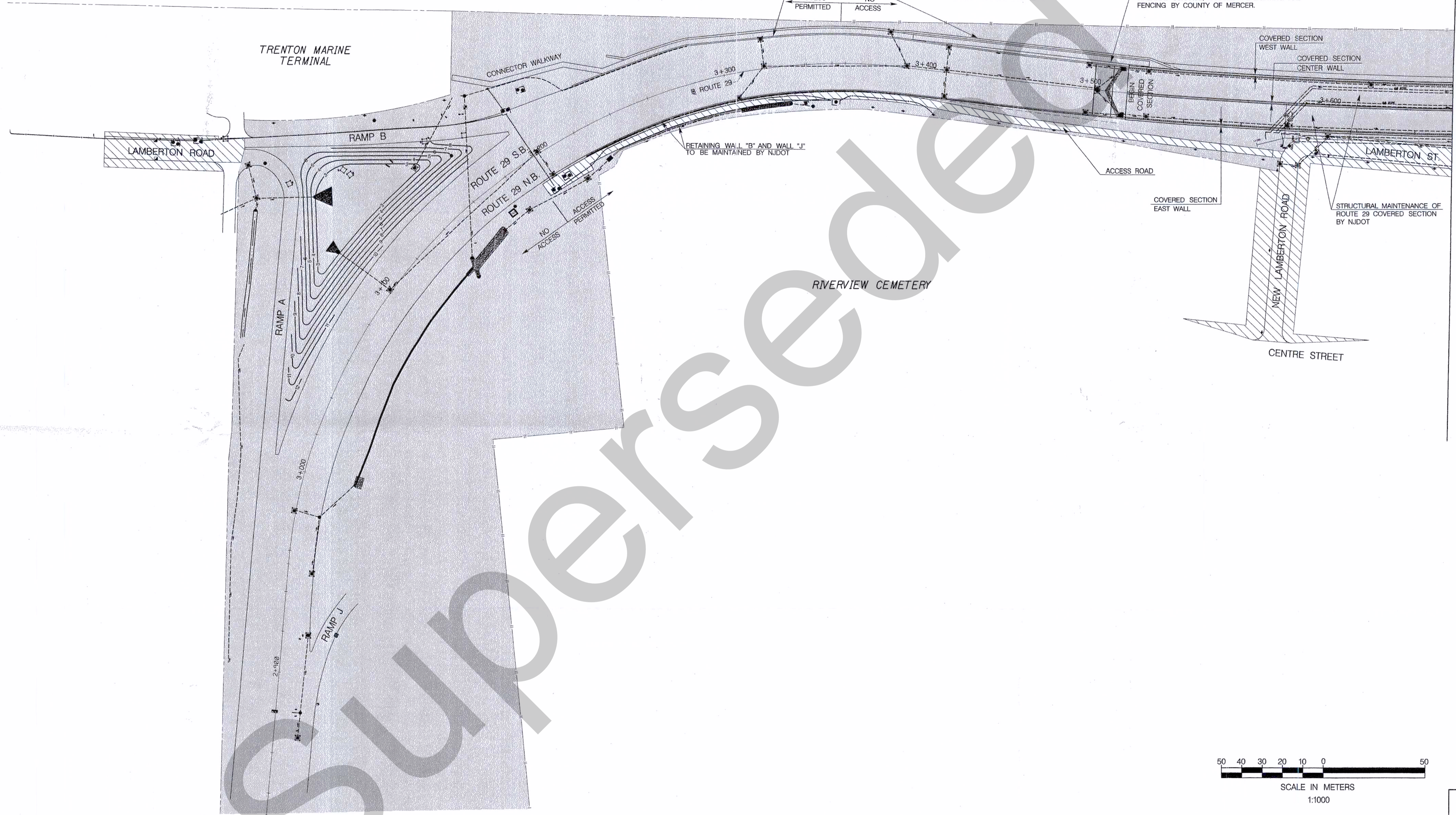
By: *[Signature]*
Deputy Attorney General

Date: *2/17/04*



CITY OF TRENTON

COUNTY OF MERCER



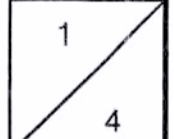
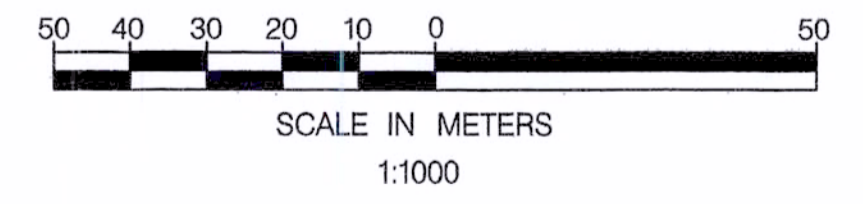
MATCH LINE A
SEE SHEET 2

login name	K:\982000\982000\jurisdictional\29j01.dgn
design file	
date & time	11:48:35 AM 10/17/03

LEGEND:

	RIGHT OF WAY LINE (ACCESS PERMITTED)
	RIGHT-OF-WAY LINE (ACCESS DENIED)
	JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION
	JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF TRENTON

- NOTES:**
1. LANDSCAPE DECK PARK AND PARK AMENITIES ON TOP OF THE ROUTE 29 COVERED SECTION TO BE MAINTAINED BY THE COUNTY OF MERCER.
 2. MAINTENANCE OF ROUTE 29 COVERED SECTION LIGHTING LOAD CENTER CABINETS AND FIRE STANDPIPE SYSTEM BY THE NJDOT.
 3. DRIVEWAYS ARE NOT AFFECTED BY THIS AGREEMENT.
 4. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN. FOR THIS PROJECT SEE AGREEMENT #4378.



NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

ROUTE 29 SECTIONS 10C AND 11B
ROUTE 29 COVERED SECTION AND LANDSCAPE DECK PARK FROM THE VICINITY OF TRENTON MARINE TERMINAL TO AMTRAK LINE

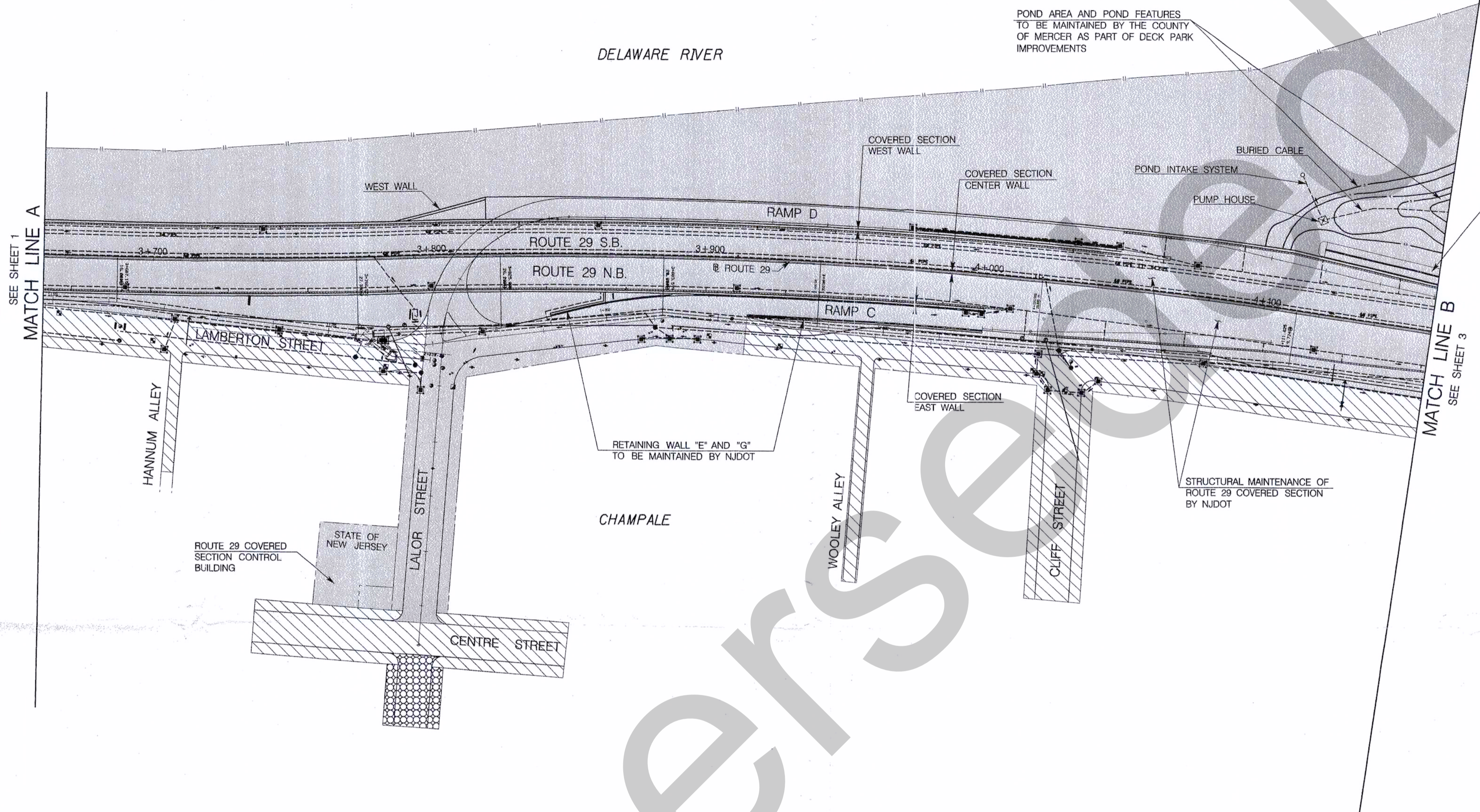
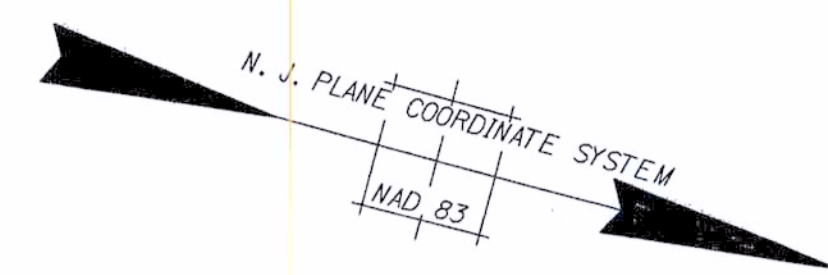
CITY OF TRENTON COUNTY OF MERCER

SCALE: AS INDICATED

CITY OF TRENTON

COUNTY OF MERCER

DELAWARE RIVER






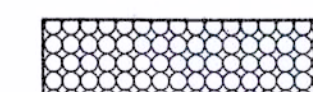

POND AREA AND POND FEATURES TO BE MAINTAINED BY THE COUNTY OF MERCER AS PART OF DECK PARK IMPROVEMENTS

STRUCTURAL MAINTENANCE OF CONNECTOR WALKWAY BY NJDOT. MAINTENANCE OF CONNECTOR WALKWAY SURFACE, ORNAMENTAL LIGHTING AND FENCING BY COUNTY OF MERCER.

STRUCTURAL MAINTENANCE OF ROUTE 29 COVERED SECTION BY NJDOT

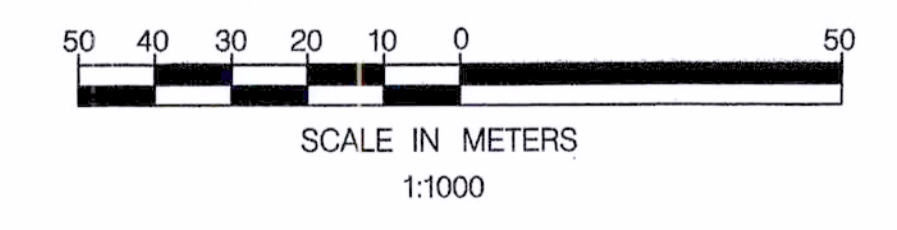
RETAINING WALL "E" AND "G" TO BE MAINTAINED BY NJDOT

LEGEND:

-  RIGHT OF WAY LINE (ACCESS PERMITTED)
-  RIGHT-OF-WAY LINE (ACCESS DENIED)
-  JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION
-  JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE COUNTY OF MERCER
-  JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF TRENTON

NOTES:

1. LANDSCAPE DECK PARK AND PARK AMENITIES ON TOP OF THE ROUTE 29 COVERED SECTION TO BE MAINTAINED BY THE COUNTY OF MERCER.
2. MAINTENANCE OF ROUTE 29 COVERED SECTION LIGHTING LOAD CENTER CABINETS AND FIRE STANDPIPE SYSTEM BY THE NJDOT.
3. DRIVEWAYS ARE NOT AFFECTED BY THIS AGREEMENT.
4. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN. FOR THIS PROJECT SEE AGREEMENT #4378.



2
4

NEW JERSEY DEPARTMENT OF TRANSPORTATION

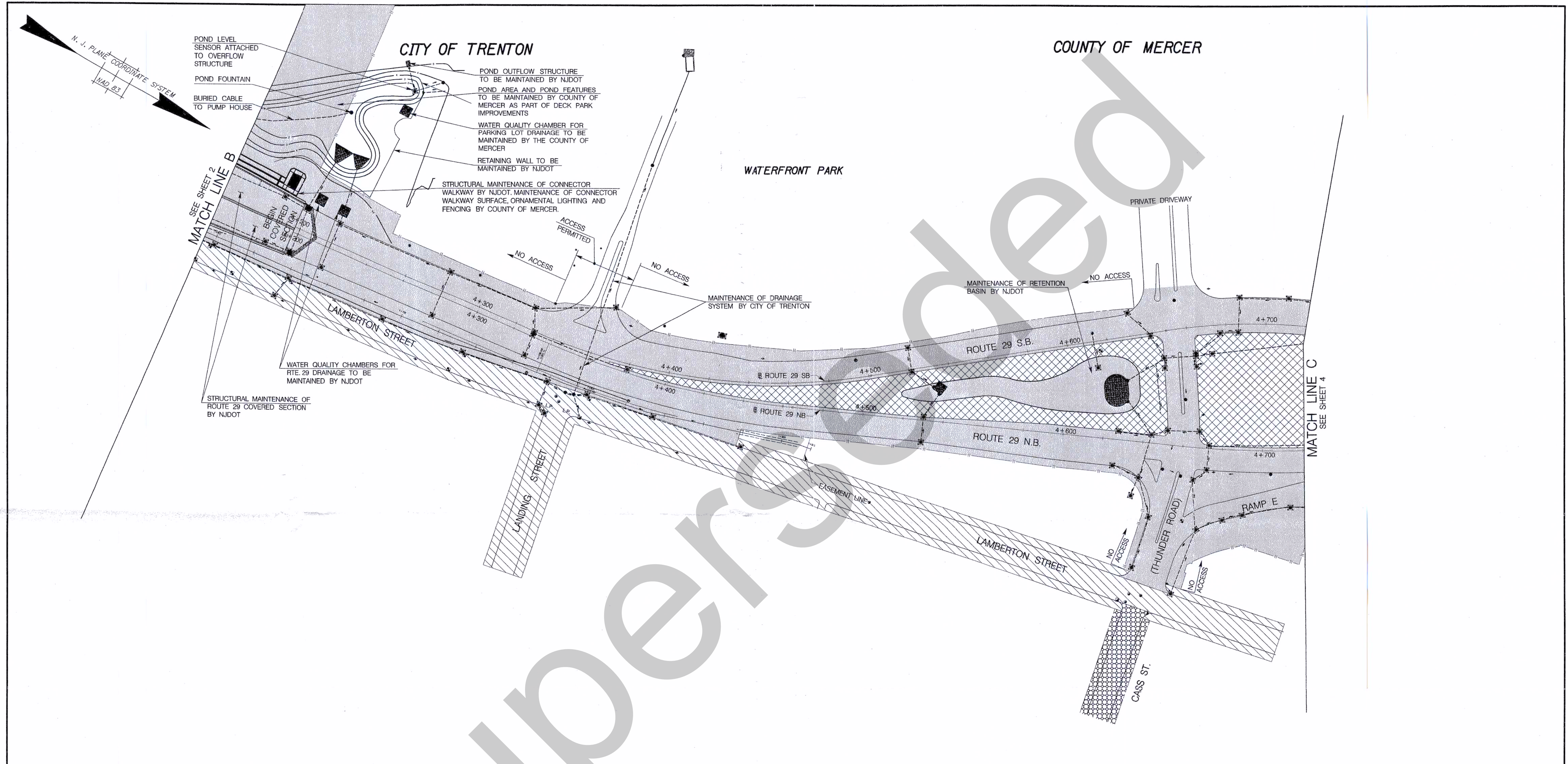
JURISDICTIONAL LIMIT MAP

ROUTE 29 SECTIONS 10C AND 11B
ROUTE 29 COVERED SECTION AND LANDSCAPE DECK PARK FROM THE VICINITY OF TRENTON MARINE TERMINAL TO AMTRAK LINE

CITY OF TRENTON COUNTY OF MERCER

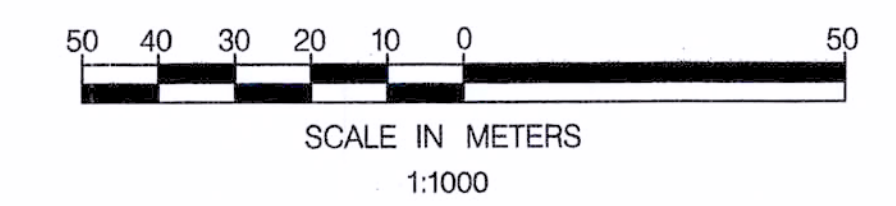
SCALE: AS INDICATED

login name	K:\9862000\9862000\jurisdictional\29jdc.dgn
design file	
date & time	10/7/03 11:42:38 AM



LEGEND:

- RIGHT OF WAY LINE (ACCESS PERMITTED)
- RIGHT-OF-WAY LINE (ACCESS DENIED)
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE COUNTY OF MERCER
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF TRENTON
- JURISDICTION FOR HIGHWAY CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTION FOR HIGHWAY MAINTENANCE BY THE COUNTY OF MERCER



- NOTES:**
1. LANDSCAPE DECK PARK AND PARK AMENITIES ON TOP OF THE ROUTE 29 COVERED SECTION TO BE MAINTAINED BY THE COUNTY OF MERCER.
 2. MAINTENANCE OF ROUTE 29 COVERED SECTION LIGHTING LOAD CENTER CABINETS AND FIRE STANDPIPE SYSTEM BY THE NJDOT.
 3. DRIVEWAYS ARE NOT AFFECTED BY THIS AGREEMENT.
 4. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN. FOR THIS PROJECT SEE AGREEMENT #4378.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

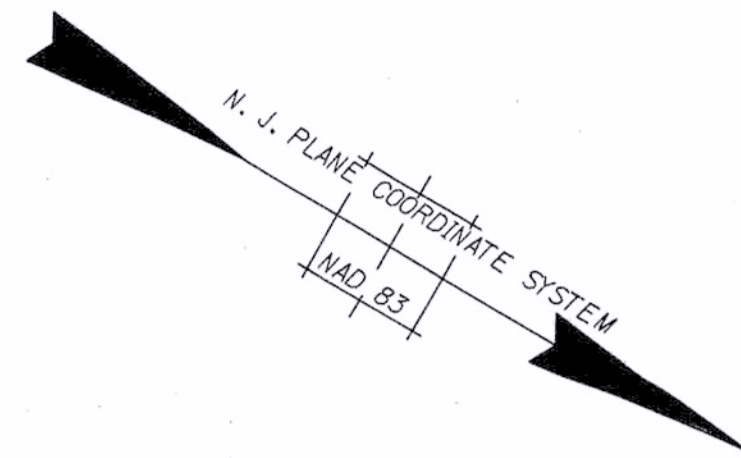
JURISDICTIONAL LIMIT MAP

ROUTE 29 SECTIONS 10C AND 11B
 ROUTE 29 COVERED SECTION AND LANDSCAPE DECK PARK FROM THE VICINITY OF TRENTON MARINE TERMINAL TO AMTRAK LINE

CITY OF TRENTON COUNTY OF MERCER

SCALE: AS INDICATED

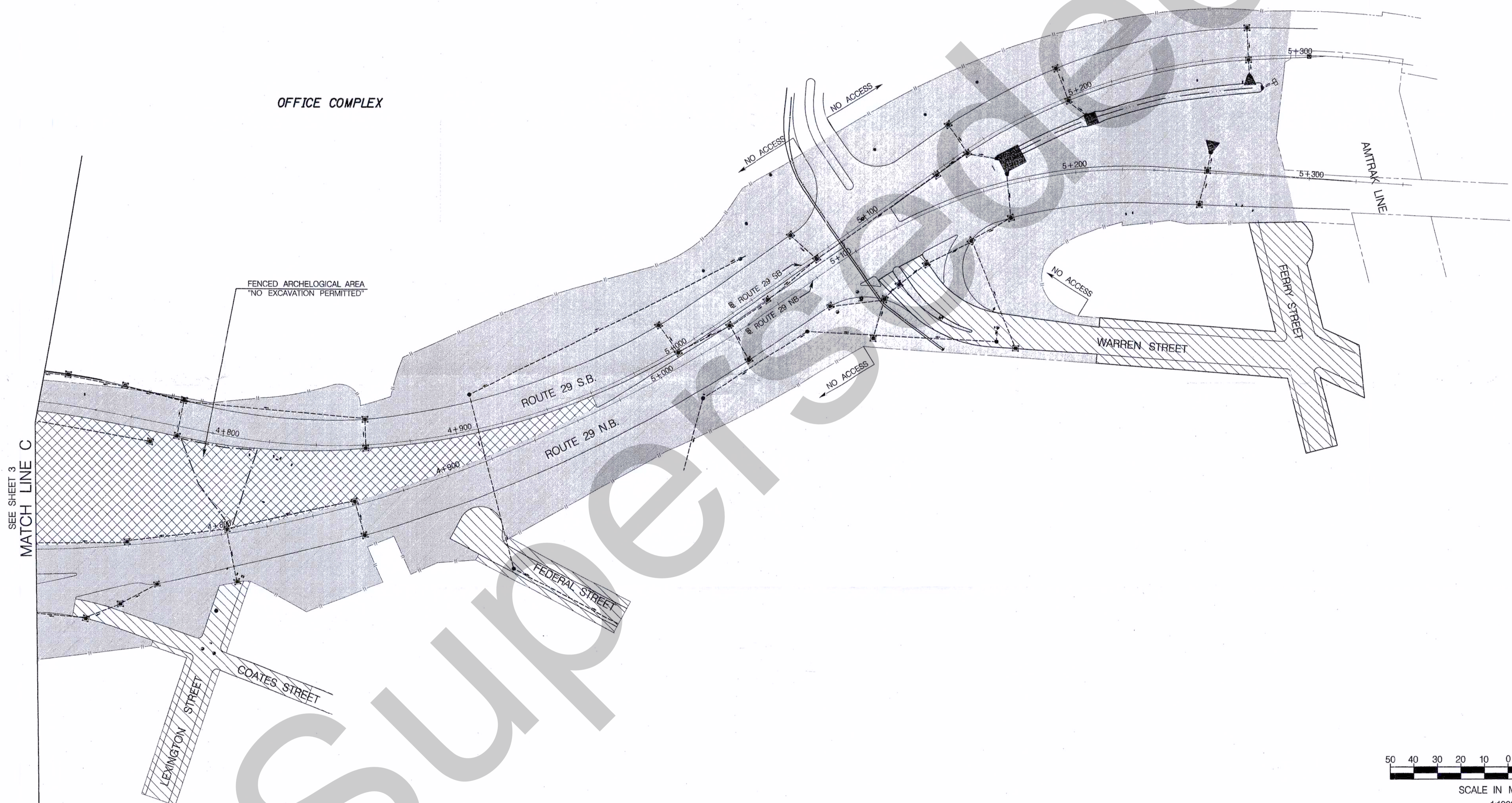
login name	K:\9802001\9802001\redactional\29103.dgn
design file	
date & time	11:41:47 AM



CITY OF TRENTON

COUNTY OF MERCER

OFFICE COMPLEX



SEE SHEET 3
MATCH LINE C

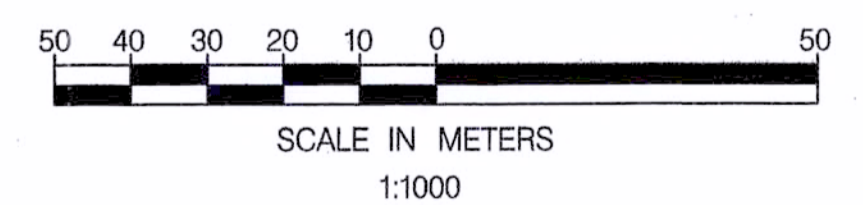
FENCED ARCHEOLOGICAL AREA
"NO EXCAVATION PERMITTED"

LEGEND:

- RIGHT OF WAY LINE (ACCESS PERMITTED)
- RIGHT-OF-WAY LINE (ACCESS DENIED)
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE CITY OF TRENTON
- JURISDICTION FOR HIGHWAY CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTION FOR HIGHWAY MAINTENANCE BY THE COUNTY OF MERCER

NOTES:

1. LANDSCAPE DECK PARK AND PARK AMENITIES ON TOP OF THE ROUTE 29 COVERED SECTION TO BE MAINTAINED BY THE COUNTY OF MERCER.
2. MAINTENANCE OF ROUTE 29 COVERED SECTION LIGHTING LOAD CENTER CABINETS AND FIRE STANDPIPE SYSTEM BY THE NJDOT.
3. DRIVEWAYS ARE NOT AFFECTED BY THIS AGREEMENT.
4. JURISDICTIONAL LIMIT MAPS ARE ATTACHMENTS TO JURISDICTIONAL AGREEMENTS. AGREEMENTS MUST BE EXECUTED TO VALIDATE THE LIMITS SHOWN. FOR THIS PROJECT SEE AGREEMENT #4378.



login name	K:\9882000\9882008\jurisdictional\29\04.dgn
design file	
date & time	11:40:00 AM 10/7/03

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

ROUTE 29 SECTIONS 10C AND 11B
ROUTE 29 COVERED SECTION AND LANDSCAPE DECK PARK
FROM THE VICINITY OF TRENTON MARINE TERMINAL
TO AMTRAK LINE

CITY OF TRENTON COUNTY OF MERCER

SCALE: AS INDICATED

#4317

THIS AGREEMENT, made this ^{09th} day of January, Two Thousand and ~~One~~ ^{Two}, between the TOWNSHIP OF HOWELL in Monmouth County, hereinafter referred to as the "Township" and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "State," witnesseth that:

WHEREAS, the State will be constructing one lane in each direction on new alignment between Halls Mill Road and Route 33 Business in order to complete the Freehold By-Pass; and

WHEREAS, the above improvements will affect Howell Road, Fairfield Road and Brickyard Road; and

WHEREAS, Howell Road, Fairfield Road and Brickyard Road are Township highways; and

WHEREAS, in order to prevent future legal or maintenance problems in these areas, it is necessary that the Township and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Township and the State agree as follows:

FIRST, the Township agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas as shown within the municipal limits of the Township with crosshatching on sheets one and two of two total sheets of a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 33, FREEHOLD BY-PASS, INTERSECTIONS WITH HALLS MILL ROAD, HOWELL ROAD AND FAIRFIELD ROAD, TOWNSHIPS OF FREEHOLD AND HOWELL, COUNTY OF MONMOUTH, SCALE: AS INDICATED," which maps are appended hereto and made a part hereof.
- (b) Assume or retain jurisdiction for highway maintenance upon completion of construction and final acceptance by the State in those areas shown shaded with crosshatching on sheets one and two of two total sheets of said maps.
- (c) Assume or retain Routine Maintenance of the Howell Road bridge over Route 33 as indicated on sheet one of two total sheets of said map.

SECOND, the State agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown shaded on sheet one and two of two total sheets of the said maps.

#4317

- (b) Assume or retain jurisdiction for highway control, upon completion of construction and final acceptance by the State, in those areas shown shaded with crosshatching on sheets one and two of two total sheets of said maps.
- (c) Assume or retain Structural Maintenance of Howell Road bridge over Route 33 as indicated on sheet one of two total sheets of said map.
- (d) Assume or retain maintenance of drainage indicated as NJDOT responsibility on sheet one of two total sheets of said map.

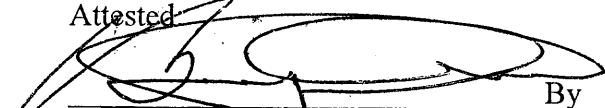
THIRD, both the Township and State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, or private driveways involved in the subject roadway areas.
- (b) To the extent of the jurisdictional limits established herein, and upon completion of construction and final acceptance by the State, any provision of this agreement which may be inconsistent with that of a prior agreement, the provisions of this agreement shall control. Any remainder of prior agreement will continue in full force and effect.
- (c) Highway maintenance is defined as upkeep of the highway area and includes, but is not limited to, upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.
- (d) Highway control is defined as regulation and management of the highway area, and includes, but is not limited to, control of access, permits for roadway openings, driveways and utilities, review of all proposed geometric changes, setting speed limits, no parking zones and other traffic controls.
- (e) Structural Maintenance is defined as work done on a structure to preserve or restore (future rehabilitation and/or replacement) its structural integrity. Major components of the structure which may require structural maintenance consists of the superstructure, deck, and substructure (including approach slabs and embankment), lighting, along with sidewalks and all safety related elements such as guiderail attachments, fence, and barrier curbs.
- (f) Routine Maintenance is defined as the repair of minor spalls, snow removal and ice control (includes sidewalks), sweeping and litter pickup.
- (g) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

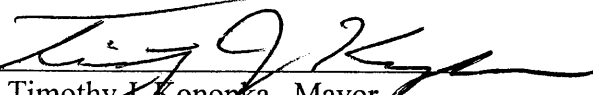
THE TOWNSHIP OF HOWELL
IN MONMOUTH COUNTY

Attested:



Bruce Davis, Clerk

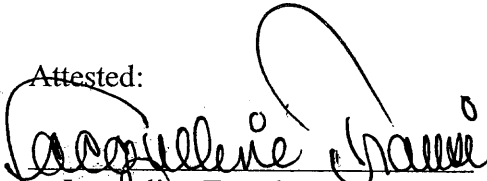
By



Timothy J. Konopka, Mayor

THE STATE OF NEW JERSEY

Attested:



Jacqueline Trausi, Secretary
Department of Transportation

By



Acting Robert J. Cunningham, Manager
Geometric Design Unit

Dated: 1/9/02

This Agreement has been reviewed and approved
as to form:

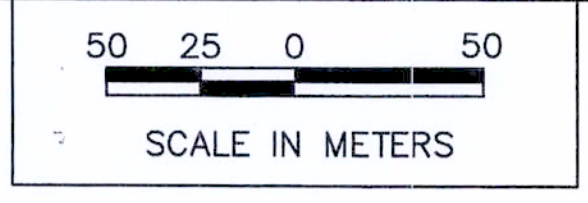
John J. Farmer, Jr.
Attorney General of New Jersey

By: 

Deputy Attorney General

Date: 12/20/01

Superseded



TOWNSHIP OF FREEHOLD
COUNTY OF MONMOUTH

TOWNSHIP OF HOWELL
COUNTY OF MONMOUTH

LEGEND

- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION.
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE COUNTY OF MONMOUTH.
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY RESPECTIVE MUNICIPALITY (WITHIN MUNICIPALITY LIMITS).
- JURISDICTION FOR HIGHWAY CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION. JURISDICTION FOR HIGHWAY MAINTENANCE BY THE COUNTY OF MONMOUTH.
- JURISDICTION FOR HIGHWAY CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION. JURISDICTION FOR HIGHWAY MAINTENANCE BY THE TOWNSHIP OF HOWELL.
- RIGHT-OF-WAY LINE (ACCESS PERMITTED)
- RIGHT-OF-WAY LINE (ACCESS DENIED)
- CORPORATE BOUNDARY LINE

NOTE:
PROPOSED CONNECTOR ROAD TO BE THE JURISDICTION OF THE TOWNSHIP OF FREEHOLD UPON COMPLETION OF ITS CONSTRUCTION.

STRUCTURAL MAINTENANCE BY NJDOT.
ROUTINE MAINTENANCE BY NJDOT.

STRUCTURAL MAINTENANCE BY NJDOT.
ROUTINE MAINTENANCE BY COUNTY OF MONMOUTH.
MAINTENANCE OF HIGHWAY UNDERNEATH STRUCTURE BY NJDOT (INCLUDING SIDEWALK AREA).

DRAINAGE MAINTENANCE BY NJDOT.

STRUCTURAL MAINTENANCE BY NJDOT.
ROUTINE MAINTENANCE BY TOWNSHIP OF HOWELL.
MAINTENANCE OF HIGHWAY UNDERNEATH STRUCTURE BY NJDOT (INCLUDING SIDEWALK AREA).

MAINTENANCE OF HIGHWAY LIGHTING ON HALLS MILL ROAD BY NJDOT

DRAINAGE MAINTENANCE BY NJDOT.

PRINTED
OCT 15 2001

J-1
J-2

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

ROUTE 33 FREEHOLD BY-PASS

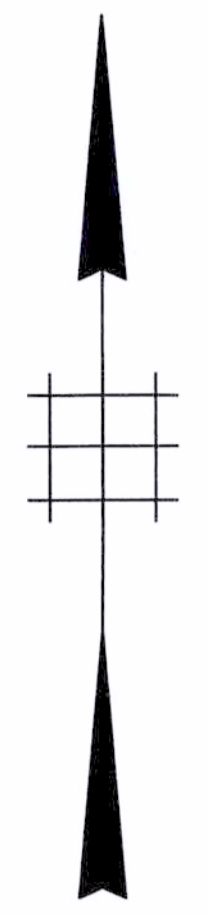
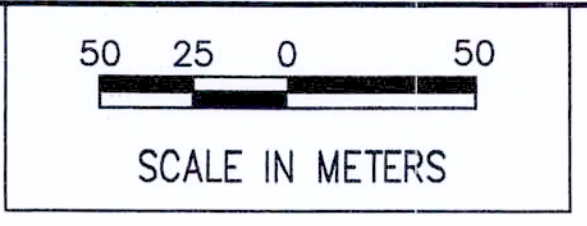
INTERSECTIONS WITH HALLS MILL ROAD, HOWELL ROAD AND FAIRFIELD ROAD

TOWNSHIPS OF FREEHOLD AND HOWELL COUNTY OF MONMOUTH

SCALE: AS INDICATED

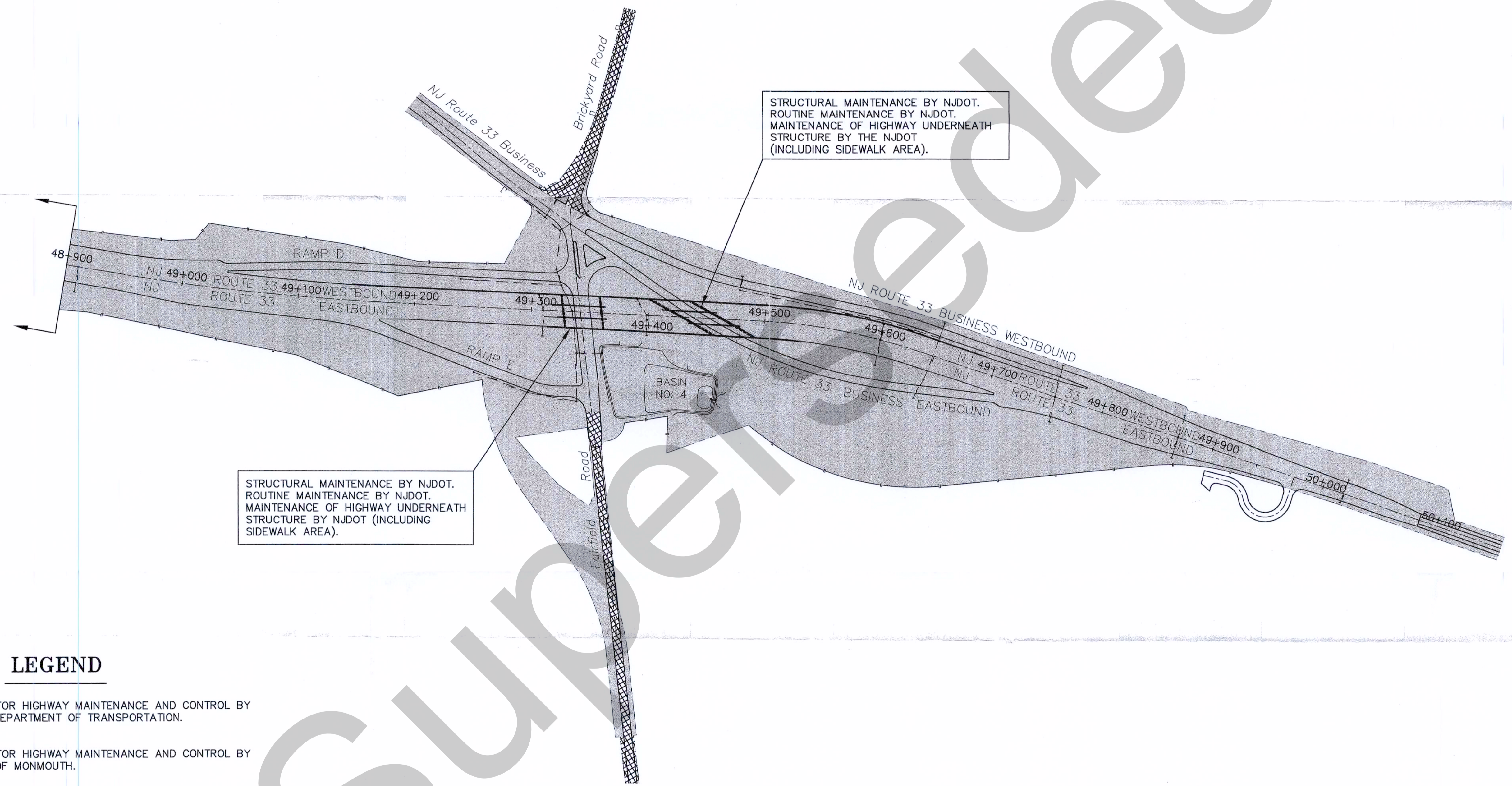
NOTE: DRIVEWAYS ARE NOT AFFECTED BY THIS AGREEMENT.

REVISION DATE: 10-16-2001
 SCALE: 1"=200'
 AUTHOR: JSE
 DRAWING: TALKER & ASSOCIATES, INC.
 SHEET TITLE: JURISDICTIONAL LIMIT MAP - SHEET 1 OF 2
 FILE NAME: 2: NJDOT\JURISDICTIONAL LIMIT MAP



TOWNSHIP OF HOWELL

COUNTY OF MONMOUTH



STRUCTURAL MAINTENANCE BY NJDOT.
 ROUTINE MAINTENANCE BY NJDOT.
 MAINTENANCE OF HIGHWAY UNDERNEATH
 STRUCTURE BY THE NJDOT
 (INCLUDING SIDEWALK AREA).

STRUCTURAL MAINTENANCE BY NJDOT.
 ROUTINE MAINTENANCE BY NJDOT.
 MAINTENANCE OF HIGHWAY UNDERNEATH
 STRUCTURE BY NJDOT (INCLUDING
 SIDEWALK AREA).

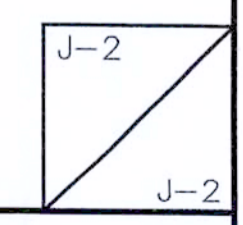
LEGEND

- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION.
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE COUNTY OF MONMOUTH.
- JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY RESPECTIVE MUNICIPALITY (WITHIN MUNICIPALITY LIMITS).
- JURISDICTION FOR HIGHWAY CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION. JURISDICTION FOR HIGHWAY MAINTENANCE BY THE COUNTY OF MONMOUTH.
- JURISDICTION FOR HIGHWAY CONTROL BY NEW JERSEY DEPARTMENT OF TRANSPORTATION. JURISDICTION FOR HIGHWAY MAINTENANCE BY THE TOWNSHIP OF HOWELL.
- RIGHT-OF-WAY LINE (ACCESS PERMITTED)
- RIGHT-OF-WAY LINE (ACCESS DENIED)
- CORPORATE BOUNDARY LINE

4317,202

NOTE: DRIVEWAYS ARE NOT AFFECTED BY THIS AGREEMENT.

PRINTED
 OCT 15 2001



NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL LIMIT MAP

ROUTE 33 FREEHOLD BY-PASS

INTERSECTIONS WITH HALLS MILL ROAD, HOWELL ROAD AND FAIRFIELD ROAD

TOWNSHIPS OF FREEHOLD AND HOWELL COUNTY OF MONMOUTH

SCALE: AS INDICATED

REVISION DATE 04-28-2001
 SCALE: 1:5000
 SHEET NO. 2 OF 2
 TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH, NEW JERSEY

Date

, Director
County Board of Chosen Freeholders
Hall of Records
Main Street
Freehold, NJ 07728

Attn: , Clerk

Re: Jurisdictional Agreement #
Route
County of

Dear Director ,

Enclosed are three original copies of the above captioned Agreement, which will allocate the jurisdiction for highway maintenance and control between the County of and the State of New Jersey.

If you find all matters in conformance with your understandings, kindly have all three documents signed, sealed, attested, and returned (Attention: Project Manager) together with appropriate sealed Resolution (see enclosed sample) naming the Director and Clerk and authorizing them to enter into and bind the County to the Agreement.

The Agreement will be fully executed when signed and dated by the State and one copy will be returned for your files.

If you have any questions concerning the Agreement or Resolution, please call Mr. @ 609-530-

Sincerely,

Project Manager

c: B. James, R. Burroughs,

date

Honorable _____, Mayor
address
address

Attn: _____, Clerk

Re: Jurisdictional Agreement # _____
Route _____
Township _____

Dear Mayor _____ :

Enclosed are three original copies of the above captioned Agreement, which will allocate the jurisdiction for highway maintenance and control between the Township of _____ and the State of New Jersey.

If you find all matters in conformance with your understandings, kindly have all three documents signed, sealed, attested, and returned (Attention: _____ Project Manager) together with appropriate sealed Resolution (see enclosed sample) naming the Mayor and Clerk and authorizing them to enter into and bind the _____ to the Agreement.

The Agreement will be fully executed when signed and dated by the State and one copy will be returned for your files.

If you have any questions concerning the Agreement or Resolution, please call Mr. _____ @ 609-530- _____.

Sincerely,

Project Manager

c: B. James, R. Burroughs, R. Verner

NEW JERSEY DEPARTMENT OF TRANSPORTATION

MEMORANDUM

TO: Region Maintenance Engineer

FROM: Project Manager

DATE:

PHONE: (5)

SUBJECT: Preliminary Jurisdictional Limit Map
County

Attached for your review is a copy of our Preliminary Jurisdictional Limit Map/Maps for the subject project.

Please conduct your review and advise this office of your comments and/or concurrence.

This project cannot progress without your comments.

Should you have any questions or require any additional information please contact

attachment

STRUCTURAL MAINTENANCE

(For locations where a structure carries a local roadway over a State Highway)

JURISDICTIONAL LIMIT MAP

- Note on map to read, “**Structural Maintenance by the New Jersey Department of Transportation. Routine Structural Maintenance by the (Agency).**”

JURISDICTIONAL AGREEMENT

- **PART FIRST** the (Agency) agrees to:

Assume or retain Routine Structural Maintenance as indicated on the said map(s).

- **PART SECOND** the State agrees to:

Assume or retain Structural Maintenance as indicated on the said map(s).

- **PART THIRD** both the (Agency) and the State agree that:

“Structural Maintenance” is defined as work done on a structure to preserve or restore its structural integrity. Major components of the structure which may require structural maintenance consist of the superstructure, deck, and substructure (including approach slabs and embankment), along with sidewalks and all safety related elements such as guiderail, guiderail attachments, fence and barrier curb.

“Routine Structural Maintenance” is defined as the repair of minor spalls, snow removal and ice control (including sidewalks), sweeping and litter pick-up and graffiti control.

Form 3 – part 2.

TORT PROVISION

Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., be responsible for personal injuries and property damage caused by the actions of the _____, its agents, servants and employees which arise out of or which are claimed to arise 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.

LATEST INDEMNIFICATION CLAUSE

Indemnification from agencies other than Counties and Municipalities who are not subject to the Tort Claims Act.

The _____ shall defend, indemnify, protect and save harmless the State and its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of, any act, error or omission of the _____, its agents, servants and employees in the performance of the work covered by this Agreement.

SAMPLE RESOLUTION

WHEREAS, the State of New Jersey Department of Transportation has requested that an Agreement be entered between the (City, Township, Borough or County) of _____ and the State of New Jersey, which would allocate the Jurisdictional responsibilities for highway maintenance and control between the (City, Township, Borough or County) of _____ and the State of New Jersey with reference to certain intersections of Route _____ and streets within the (City, Township, Borough or County) of _____; and

WHEREAS, maps outlining the jurisdictional limits of each have been reviewed and approved by the (City, Township, Borough or County).

NOW, THEREFORE, BE IT RESOLVED, by the (Mayor/Director and the Board Council) of the (City, Township, Borough or County) of _____ that the Mayor or Director *(MAYOR'S OR DIRECTOR'S NAME) and Clerk *(CLERK'S OR SECRETARY'S NAME), are hereby authorized to execute the Agreement between the (City, Township, Borough or County) and the State of New Jersey.

Clerk's or Secretary's Name

Mayor's or Director's Name

OFFICIAL SEAL

NOTE: The above form is acceptable to the Attorney General's office and close conformity with it will lessen delays caused by the necessity, to resubmit a new Resolution.

*FULL NAME OF MAYOR OR DIRECTOR AND CLERK OR SECRETARY ARE TO BE INSERTED IN THIS SPACE.

Meeting of February 28, 1995

SUPPLEMENTAL PROJECTS REPORT

**LEGAL AGREEMENT
JURISDICTIONAL LIMITS AND MAINTENANCE RESPONSIBILITIES
INTERSTATE 78**

Reproduced on the following pages is the proposed legal agreement between the New Jersey Department of Transportation, the Commission, Warren County, Pohatcong Township and the Borough of Alpha defining the jurisdictional limits and maintenance responsibilities for Interstate 78 between the Still Valley Interchange and the Delaware River. This agreement has been reviewed by Superintendent Frank L. Beruta, Chief Engineer, Paul C. Peterson and New Jersey and Pennsylvania Legal Counsel. They concur that the provisions contained in the agreement are equitable and practical.

ACTION RECOMMENDED

The Executive Director recommends the adoption of a Resolution authorizing the execution of the legal agreement.

Meeting of February 28, 1995

SUPPLEMENTAL PROJECTS REPORT
LEGAL AGREEMENT
JURISDICTIONAL LIMITS AND
MAINTENANCE RESPONSIBILITIES
INTERSTATE 78
(C-3 thru C-11)

Commissioner Decker invited the attention of the Commission Members to Pages C-3 thru C-11 of the Supplement to the Minutes of this Meeting.

At the conclusion of the review, Commissioner Walwyn moved and Commissioner Flanagan seconded the adoption of the following Resolution:

"RESOLVED, by the Delaware River Joint Toll Bridge Commission, at Regular Meeting assembled this 28th day of February 1995, that the Commission, via this Resolution:

"(1) Acknowledges receipt, understanding and authorizes filing of the report entitled, 'Supplemental Projects Report; Legal Agreement; Jurisdictional Limits and Maintenance Responsibilities; Interstate 78,' as set forth on Pages C-3 thru C-11 of the Supplement to the Minutes of this Meeting; and

"(2) Authorizes the execution of the legal agreement as set forth on Pages C-4 thru C-11."

Commissioner Decker invited questions on the Resolution, but no questions were presented. No negative votes were cast and the Resolution was adopted.



New Jersey Turnpike Authority

MEMORANDUM

July 20, 2001

TO: Edward Gross
Executive Director

RE: Authorization to Execute Jurisdictional Agreement for
Highway Maintenance and Control of the Hightstown Bypass
Township of East Windsor, Mercer County

The State of New Jersey, Department of Transportation, constructed Route 133 in the Township of East Windsor, Mercer County, which includes a structure over the New Jersey Turnpike at or about milepost 68.32 in the vicinity of Wyckoffs Mills Road. The State of New Jersey and the New Jersey Turnpike Authority have prepared a Jurisdictional Agreement for Highway Maintenance and Control and a Jurisdictional Limit Map which sets forth the jurisdictional responsibilities for maintenance and control of the structure and the surrounding area.

Under the terms of the Jurisdictional Agreement, the Turnpike Authority will retain jurisdiction for highway maintenance and control of the Turnpike roadway and assume jurisdiction for maintenance and control of the signs mounted on the overhead structure that are directed at Turnpike motorists. The Turnpike Authority will also maintain guide rails, approach guiderails and guide rail end terminals within the Authority's right-of-way. The State will assume jurisdiction for highway maintenance and control of Route 133 and maintain the structure over the Turnpike.

The Jurisdictional Agreement and Jurisdictional Limit Map have been reviewed and approved by the Law Department as well as the Engineering, Operations and Maintenance Departments.

Accordingly, it is recommended that the Turnpike Authority Commissioners approve the Jurisdictional Agreement for Highway Maintenance and Control and permit the Executive Director to execute the Agreement on behalf of the Authority.



Randy Corman
Director of Law

CERTIFIED FOR CONSIDERATION:



Edward Gross
Executive Director

N

PROCEEDINGS OF NEW JERSEY TURNPIKE AUTHORITY
TUESDAY, JULY 31, 2001

Chairman McDermott called the Authority into session in the Administration Building, Third Floor Executive Board Room, East Brunswick, New Jersey, at 9:30 a.m.

PRESENT

Chairman McDermott, Commissioner Becker, Commissioner Pocino, Commissioner Miele, and on behalf of Commissioner Weinstein, NJDOT Chief of Staff Gutshaw.

General Counsel Sheridan; Executive Staff: Executive Director Gross; Deputy Executive Director/Secretary Scaccetti; Chief Engineer Raczynski; Chief Financial Officer Coryat; Human Resources Director Garrity; Law Director Corman; Maintenance Director Purdum; Operations Director Dale; Public Affairs Director Fleeger; Technology & Administrative Services Director Bruzzichesi; State Police Troop D Lieutenant Mangione; and Assistant Secretary Pines.

Also present were: Art Linfante, General Consultant's Office; Jack Donnelly, Governor's Authorities Unit; Paul Cohn, NJ Department of Transportation; Pat Gilbert, Bergen Record, and Joe Malinconico, The Star Ledger.

NOTICE OF MEETING

This is the regular meeting of the New Jersey Turnpike Authority. Adequate notice of this meeting has been provided in accordance with Chapter 231, P.L. 1975 in that notice has been given to two newspapers and notice has been forwarded to the Secretary of State, Trenton, New Jersey. In addition, notice of said meeting has been and is being displayed in the main lobby of the Authority's Administration Building in East Brunswick.

APPROVAL OF MINUTES

The Assistant Secretary reported that ten days (excluding Saturdays, Sundays and holidays) have elapsed since acting Governor Donald DiFrancesco received the minutes of the June 26, 2001 regular meeting and the July 11, 2001 special meeting; he has not exercised his power to veto any items in those minutes. Upon motion duly made and seconded, the minutes of the June 26, 2001 and July 11, 2001 meetings were unanimously approved.

ooo0ooo

RESOLUTION 11-01

A motion to enter into Executive Session, not open to the public in accordance with the Open Public Meetings Act N.J.S.A. 10:4-12(b), to discuss matters pertaining to:

- A. Personnel;
- B. Purchase, Lease or Acquisition of Real Property;
- C. Pending or Anticipated Litigation; and/or
- D. Contract Negotiations.

The motion was made by Commissioner Miele, seconded by Commissioner Pocino and, after a voice vote, the motion was duly adopted by the Board of Commissioners of the New Jersey Turnpike

terms of a final settlement agreement between the Authority and Occidental/Maxus will be worked by that time. Special Counsel has therefore recommended that the Authority authorize filing a standard NJDEP deed restriction as set forth in N.J.A.C. 7:26E, App. E for this particular site so that Occidental/Maxus may receive NJDEP approval to commence remediation of this site under nonresidential remediation standards.

Special Counsel advises that filing such a standard deed restriction for this site will not adversely effect the Authority's efforts to settle all outstanding issues with Occidental/Maxus and will also serve to reduce the Authority's potential exposure by reducing the remediation costs incurred by Occidental/Maxus. The Engineering Department has approved the remedial work plan proposed by Occidental/Maxus and does not object to the proposed deed restriction. The Law Department has reviewed this matter and concurs with the recommendation of Special Counsel. Executive Director Gross certified the recommendation for consideration.

On motion by Commissioner Miele, seconded by Commissioner Becker, the Authority unanimously approved the recommendation; authorized the Executive Director to execute and sign all such documents necessary to file a deed restriction against residential use of Chromium Site 201 in the Town of Kearny, Hudson County, in a form as set forth in N.J.A.C. 7:26E, App. E as reviewed and approved by Special Counsel and the Law Department and under such other terms and conditions deemed appropriate by the Executive Director to protect the Authority's interests.

ooo0ooo

Law Director Corman presented the recommendation contained in his memorandum dated July 20, 2001 concerning Jurisdictional Agreement between NJTA and NJDOT - Highway Maintenance and Control, Hightstown Bypass, Township of East Windsor, Mercer County.

The State of New Jersey, Department of Transportation, constructed Route 133 in the Township of East Windsor, Mercer County, which includes a structure over the New Jersey Turnpike at or about milepost 68.32 in the vicinity of Wyckoffs Mills Road. The State of New Jersey and the New Jersey Turnpike Authority have prepared a Jurisdictional Agreement for Highway Maintenance and Control and a Jurisdictional Limit Map which sets forth the jurisdictional responsibilities for maintenance and control of the structure and the surrounding area.

Under the terms of the Jurisdictional Agreement, the Turnpike Authority will retain jurisdiction for highway maintenance and control of the Turnpike roadway and assume jurisdiction for maintenance and control of the signs mounted on the overhead structure that are directed at Turnpike motorists. The Turnpike Authority will also maintain guide rails, approach guide rails and guide rail end terminals within the Authority's right-of-way. The State will assume jurisdiction for highway maintenance and control of Route 133 and maintain the structure over the Turnpike.

The Jurisdictional Agreement and Jurisdictional Limit Map have been reviewed and approved by the Law Department as well as the Engineering, Operations and Maintenance Departments. Accordingly, it is recommended that the Turnpike Authority Commissioners approve the Jurisdictional Agreement for Highway Maintenance and Control and permit the Executive Director to execute the Agreement on behalf of the Authority. Executive Director Gross certified the recommendation for consideration.

On motion by Commissioner Becker, seconded by Commissioner Miele, the Authority unanimously approved the recommendation; authorized the Executive Director to execute the Jurisdictional Agreement between the Turnpike Authority and the Department of Transportation for highway maintenance and control of the Hightstown Bypass in the Township of East Windsor, Mercer County; and received and filed the memorandum.

ooo0ooo

MAINTENANCE DEPARTMENT

Maintenance Director, Spencer Purdum, presented the recommendation contained in his memorandum dated July 13, 2001 concerning Contract No. R-1394 – Soil Remediation, Clara Barton Service Area 1S – Environmental Projects 65006.

Four proposals were received on July 13, 2001 for the above publicly advertised contract. Work under the contract involves the excavation and removal of gasoline contaminated soil, installation of a soil vapor extraction system, well installations, piping, electrical work and asphalt paving restoration at the Clara Barton Service Area 1S.

The low bid, submitted by Brocon Petroleum Inc. of Perth Amboy NJ, in the amount of \$991,234 may be compared to the Engineers' Estimate of \$985,305. Brocon Petroleum has previously worked for the Authority and satisfactorily completed the installation of a soil and groundwater remediation system at Service Area 8N.

The General Consultant, HNTB Corporation, concurs with this award. Finance & Budgets certified that funds are available. Executive Director Gross certified the recommendation for consideration.

On motion by Commissioner Pocino, seconded by Commissioner Becker, the Authority unanimously approved the recommendation; authorized that Contract No. R-1394 be awarded to the low bidder, Brocon Petroleum Inc., in the amount of \$991,234; and received and filed the memorandum.

ooo0ooo

TECHNOLOGY AND ADMINISTRATIVE SERVICES

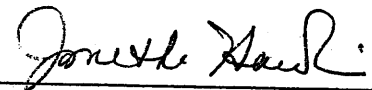
Technology & Administrative Services Director Bruzzichesi presented the recommendation contained in his memorandum dated July 27, 2001 concerning the design,

DELAWARE RIVER PORT AUTHORITY

One Port Center
2 Riverside Drive
Camden, New Jersey 08101

I, Janette L. Hawkins, Assistant Secretary of the Delaware River Port Authority, hereby certify the attached to be a true and correct copy of Resolution DRPA-03-124 duly adopted by the Authority at its meeting of December 18, 2003 and that said Resolution has been compared by me with the original thereof recorded in the official Minute book of the Authority and that said Resolution has not been altered, amended or repealed, but is in full force and effect; and the time by which the Governor of the State of New Jersey may veto the meeting minutes has lapsed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Authority, this 21st day of January 2004.



Janette L. Hawkins
Assistant Secretary

Seal

SUMMARY STATEMENT

ITEM NO. **SUBJECT:** **Jurisdiction Agreement between the Authority and NJDOT, Walt Whitman Bridge and its Approaches**

COMMITTEE: **Operations & Maintenance**

COMMITTEE MEETING DATE: **December 18, 2003**

BOARD ACTION DATE: **December 18, 2003**

PROPOSAL: **That the Board authorizes the negotiation of an agreement with the State of New Jersey, Department of Transportation which delineates the jurisdictional limits and responsibilities of the parties in connection with the State Highways and the New Jersey approaches to the Walt Whitman Bridge and an agreement under which DRPA would rehabilitate Ramp FE and be reimbursed by NJDOT for the work performed.**

PURPOSE: **To clarify the jurisdictional limits and maintenance responsibilities of NJDOT and the Authority for those roadways in and around the New Jersey approaches to the Walt Whitman Bridge.**

BACKGROUND: **The Authority is the owner and operator of the Walt Whitman Bridge and its ancillary roadway approaches connecting the City of Philadelphia and the City of Gloucester, New Jersey. NJDOT has jurisdiction over Route 76 and Route 676 which interchange with the Walt Whitman Bridge. The Authority's approach roadways to the Walt Whitman Bridge are within the jurisdiction of NJDOT and the Authority has been granted easements or been otherwise permitted to use these lands for the purpose of maintaining and operating the approaches to the Walt Whitman Bridge.**

NJDOT and the Authority have entered into jurisdiction and maintenance agreements dated November 10, 1956 and March, 1973 wherein the parties delineated the jurisdictional limits and apportioning maintenance and operational responsibilities for the roadways and approaches near the Walt Whitman Bridge. The Authority has recently surveyed and monumented the Authority's right-of-way in the vicinity of Route 76, Route 676, and the Walt Whitman approaches located in the City of Camden, Borough of Audubon Park, Borough of Oaklyn, and the Township of Haddon, New Jersey. The Authority is also completing its contract to rehabilitate and improve the New Jersey approach roadways to the Walt Whitman Bridge, including Ramp FE.

The parties have negotiated two agreements, entitled "Jurisdiction & Maintenance Agreement by and between the Delaware River Port Authority and the New Jersey Department of Transportation (Walt Whitman Bridge Approaches) (Route 76 & 676)" which delineates the jurisdictional responsibilities of the parties and "Reimbursement Agreement by and between the State of New Jersey, Acting Through the Department of Transportation and the Delaware River Port Authority" (herein the "Reimbursement Agreement") wherein NJDOT agrees to reimburse the Authority the cost associated with the rehabilitation of Ramp FE and the Authority's acceptance of certain responsibilities for Ramp FE thereafter.

To prevent future legal or maintenance problems in these areas and to clarify each parties areas of responsibility and control, it is necessary that the Authority and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.

No compensation, other than NJDOT's reimbursement obligation in connection with Ramp FE, is required.

SUMMARY: Amount:

\$1,115,516 to be reimbursed to the Authority from NJDOT; No compensation for Jurisdiction Agreement.

Source of Funds:	N/A
Capital Project #:	N/A
Operating Budget:	WWB
Master Plan Status:	N/A
Other Fund Sources:	NJDOT
Duration of Contract:	Terminates upon mutual agreement of Authority and NJDOT
Other Parties Involved:	NJDOT

RESOLUTION

RESOLVED: That the Board authorizes the Chief Executive Officer of the Authority to negotiate the agreements entitled "Jurisdiction & Maintenance Agreement by and between the Delaware River Port Authority and the New Jersey Department of Transportation (Walt Whitman Bridge Approaches) (Route 76 & 676)" and "Reimbursement Agreement by and between the State of New Jersey, Acting Through the Department of Transportation and the Delaware River Port Authority" for the purpose of allocating jurisdiction and maintenance responsibilities of the areas in and around the New Jersey approaches to the Walt Whitman Bridge; and be it further

RESOLVED: The Chair, Vice Chair and the Chief Executive Officer must approve and are hereby authorized to approve and execute all necessary agreements, contracts, or other documents on behalf of the Authority. If such agreements, contracts, or other documents have been approved by the Chair, Vice Chair and Chief Executive Officer and if thereafter either the Chair or Vice Chair is absent or unavailable, the remaining Officer may execute the said document(s) on behalf of DRPA along with the Chief Executive Officer. If both the Chair and Vice Chair are absent or unavailable, and if it is necessary to execute the said document(s) while they are absent or unavailable, then the Chief Executive Officer shall execute such documents on behalf of Authority.

SUMMARY: Amount: \$1,115,516 to be reimbursed to the Authority from NJDOT; No compensation for Jurisdiction Agreement.

Source of Funds:	N/A
Capital Project #:	N/A
Operating Budget:	WWB
Master Plan Status:	N/A
Other Fund Sources:	NJDOT
Duration of Contract:	Terminates upon mutual agreement of Authority and NJDOT
Other Parties Involved:	NJDOT

RESOLUTION 95-75

**RESOLUTION AUTHORIZING JURISDICTIONAL
AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR PARKWAY INTERCHANGE 6 AND
ROUTE 147, MIDDLE TOWNSHIP, CAPE MAY COUNTY**

WHEREAS, the Chief Engineer has advised that as a result of the New Jersey Department of Transportation's (hereinafter "NJDOT") construction of Route 147, Section IE, it is necessary that an updated jurisdictional limit map be prepared to identify jurisdictional responsibilities for both NJDOT and the New Jersey Highway Authority; and

WHEREAS, a revised jurisdictional limit map has been prepared by NJDOT and is found to be acceptable, and the Chief Engineer has recommended authorization for the Executive Director to enter into and execute a Jurisdictional Agreement with the NJDOT, said agreement to be substantially as set forth in the one attached hereto and made a part hereof;

WHEREAS, the Chief Engineer has advised that no Authority funds are involved as a result of execution of the agreement;

NOW, THEREFORE, BE IT RESOLVED by the New Jersey Highway Authority and the Members thereof, that:

— Authorization is hereby given for the Executive Director to enter into and execute a jurisdictional agreement with the New Jersey Department of Transportation identifying jurisdictional responsibilities for the NJDOT and the Highway Authority as a result of NJDOT's construction of Route 147, Section IE, said agreement to be substantially as that set forth in the Agreement attached hereto and made a part hereof. —

RESOLUTION 1997-02

RESOLUTION OF THE SOUTH JERSEY TRANSPORTATION AUTHORITY (SJTA)
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF NEW
JERSEY AND MIRAGE RESORTS, INCORPORATED

WHEREAS, the South Jersey Transportation Authority (the "Authority") was established and created pursuant to the South Jersey Transportation Authority Act (the "Act"), N.J.S.A. 27:25A-1, et seq.; and

WHEREAS, N.J.S.A. 27:25-7(x) of the Act authorizes the Authority to enter into any and all agreements or contracts convenient or desirable for the purposes of the Authority; and

WHEREAS, the State of New Jersey, based upon a report of the Governor's Task Force on Atlantic City Access and Circulation and additional assessments and evaluations, has determined a need for certain improvements to be made to the transportation infrastructure in Atlantic City, New Jersey; and

WHEREAS, there exists a public purpose for connecting the Atlantic City Expressway and Route 30, and improving access to Brigantine along a route that serves the marina area of Atlantic City; and

WHEREAS, the State of New Jersey and the Authority have determined, pursuant to the provisions of N.J.S.A. 27:25-21 and 27:25A-23, that it is in the public interest to construct such transportation infrastructure improvements, and Mirage Resorts, Incorporated, the State of New Jersey and the Authority agree that it would be in their mutual best interests to cooperate with respect to the construction of such transportation infrastructure improvements subject to the terms and conditions hereinafter outlined in the Agreement; and

WHEREAS, the Executive Director has recommended that the Commissioners of the Authority approve and authorize this Agreement.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of the Authority do hereby authorize, approve and ratify the execution of the Agreement, with the State of New Jersey and Mirage Resorts, Incorporated, by the Executive Director on behalf of the South Jersey Transportation Authority.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized and directed to take all actions and execute any and all documents necessary to carry out the purposes of the Agreement so as to allow the South Jersey Transportation Authority to fulfill its obligations in accordance with the terms of the Agreement.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to enter into agreements with the State of New Jersey or other State Agencies and/or Authorities with respect to Administration of the Project and to carry out the purposes of this resolution.

DATED: January 22, 1997

ATTEST: SOUTH JERSEY TRANSPORTATION AUTHORITY

Mary Ann Iulucci
 MARY ANN IULIUCCI, SECRETARY

BY Stanley R. Glassey
 STANLEY R. GLASSEY, CHAIRMAN

	YEA	NAY	ABSTAIN		YEA	NAY	ABSTAIN
Chairman Glassey	✓			Comm. Aufschneider	✓		
Comm. DePalma	✓			Comm. Owens	✓		
Comm. Iannone				Comm. Toscano	✓		
Comm. Jordan	✓						

Certified to be a true copy
Mary Ann Iulucci
 Mary Ann Iulucci, Board Secretary
 Date: Jan 28, 04

RESOLUTION 1997 - 02