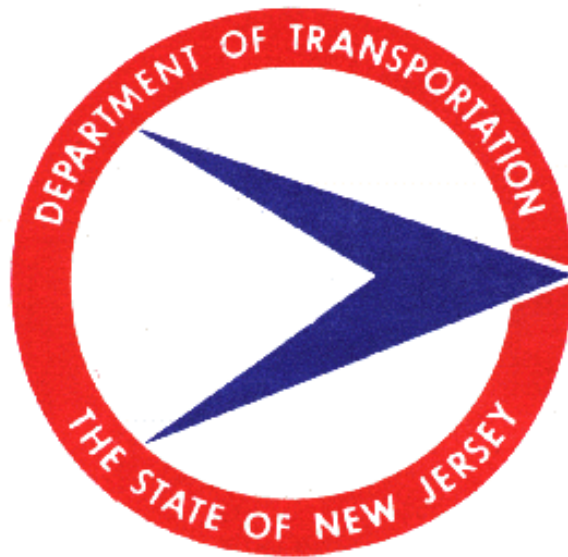


NEW JERSEY DEPARTMENT OF TRANSPORTATION

Jurisdictional Manual For Highway Maintenance & Control

Preparation and Execution of Jurisdictional Agreements and Limit Maps



**Prepared By The
Jurisdictional Control Unit
2015**

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1.0 Introduction

Pursuant to N.J.S.A. 27:7-1 et seq.; it is necessary that the State of New Jersey apportion the jurisdiction for highway maintenance and control in an equitable manner to prevent future legal or maintenance problems where local roadways intersect with State Highways.

This manual presents the current New Jersey Department of Transportation (NJDOT) guidelines for the preparation and execution of jurisdictional agreements (JA's) and jurisdictional limit maps (JLM's).

These guidelines will apply to all projects and will supersede any previously issued jurisdictional guidelines. Any exceptions must be granted by the NJDOT Jurisdictional Control Unit Supervisor or the NJDOT Project Manager.

2.0 Purpose

The intent and goal of this manual is to provide the following:

- Consistency for all jurisdictional documents.
- Clear and concise information to assist in the preparation of documents that represent current practices and guidelines.
- User-friendly documents, including the use of websites, links to connected information, examples, and easy to use templates.
- Organized information for one subject, in one location, referenced accordingly.
- Promotion to incorporate these standards, where possible, with all the involved Units of the Department.

3.0 Definitions

Agency – Any party involved with the NJDOT that would enter into jurisdictional agreements, e.g. Counties, Municipalities, Commissions, Developers and Authorities.

Drainage Maintenance – is defined as keeping facilities clear of debris to allow for proper working conditions and/or to function as it was designed. Definitions can be more specific when involving basins, pumps, filters, culverts etc.

Highway - A general term for a public roadway, including the area within the right-of-way.

Right-of-Way – Ownership of property. Ownership is not to be confused with jurisdiction. The State could own right-of-way yet enter into a jurisdiction agreement that assigns jurisdiction to another agency.

Highway Control - Indicates regulation and management, which includes but is not limited to; controlling access, reviewing permits for roadway openings, driveways and utilities, reviewing all proposed geometric changes, determining no parking zones and setting speed limits.

Highway Maintenance – Indicates upkeep, which 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.

Indemnification Clause – used to defend, indemnify, protect and save harmless the State. There will be no indemnification clause that requires the NJDOT to indemnify any party or non-party

Jurisdictional Agreements - Formal written contracts that allocate highway maintenance and control responsibilities between the NJDOT and agencies involved with NJDOT. The contracts, when fully executed, become legal documents binding all involved parties.

Jurisdictional Limit Maps - Attachments which illustrate the words of the written contract, to clearly delineate highway maintenance and control responsibilities and become a part there of. The respective written agreement must be fully reflect what is on the maps executed to validate the limits shown.

Project Managers and Lead Engineers – Designated DOT employees responsible for a project that originates from the Division of Project Management or another DOT Unit.

Signature Resolutions - A form certifying that the Agency’s signatories have the authority to enter into a Jurisdictional Agreement. This form must be officially sealed and accompany executed agreements. For municipalities and other local governments, this must be by resolution.

Split Jurisdiction – A location where the State is responsible for highway control and the Agency involved is responsible for highway maintenance.

Traveled Way – Roadway from curb line to curb line.

Structural Maintenance and - “Structural Maintenance” is defined as work done on a structure to preserve or restore its structural integrity. Examples of components that may require structural maintenance include, but are not limited to; embankments, substructures, superstructures, approach slabs, bridge decks, and wing walls.

Routine Maintenance - “Structural Maintenance” shall also include safety related elements pertaining to the structure such as guiderail, guiderail attachments, fence and barrier curb. “Routine Maintenance” is defined as the repair of minor spalls, snow removal and ice control (including sidewalks and steps), sweeping and litter pick-up.

Transfer of a Highway – This is a situation where the State transfers all rights, title and interests of a State Highway to an Agency.

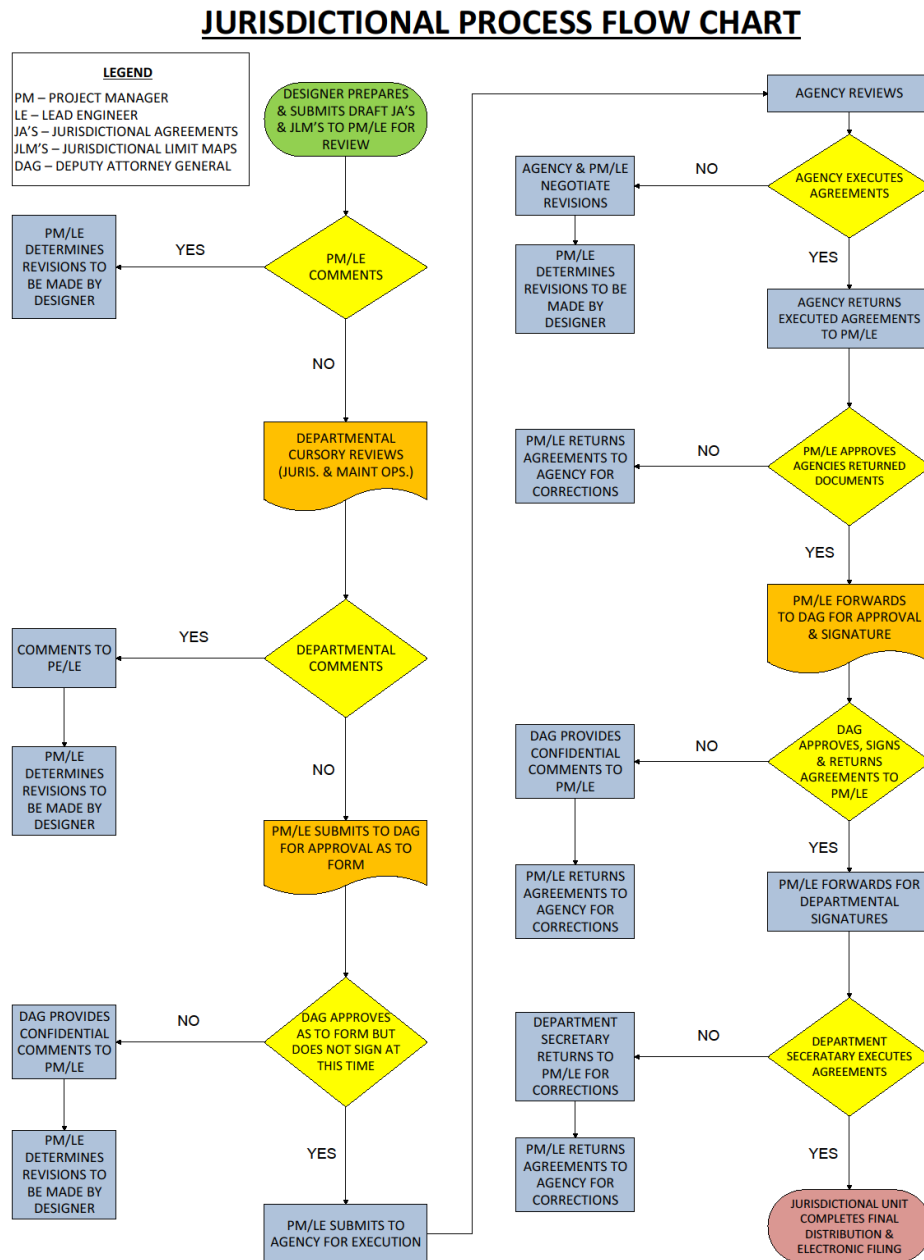
4.0 Memorandum of Agreement

Prior to the jurisdictional agreement process, any preliminary discussions or verbal agreements should be documented in writing. The Project Manager (PM) or Lead Engineer (LE) should prepare a Memorandum of Agreement (MOA) to describe general responsibilities. The MOA should also indicate commitment by all parties to execute a jurisdictional agreement as soon as the process can be completed. See Appendix J-1.

The original or a copy of the MOA should be forwarded to the Jurisdictional Control Unit (JCU) for record keeping purposes.

5.0 Jurisdictional Process Flowchart

The Jurisdictional Flowchart is intended to provide an overall view of the jurisdictional process to compliment the written manual.



6.0 Preparation of Jurisdictional Agreements and Limit Maps

This section will describe the process and provide direction for the preparation of jurisdictional agreements and limit maps.

6.1 Agreement Instructions

The templates should be followed. If there is any deviation, the section head should be notified to discuss same.

6.1.1 Templates

Use the most current jurisdictional agreement templates available. See Appendices J-2 and J-3 for respective County and Municipal Agreement Templates.

6.1.2 Header

The header shall be shown in bold capital letters on all pages. It shall indicate the agreement number and describe the project. The project description can be a shorter version of the Title Block or a common name by which the project is known. Additionally, in the header, for County agreements, show the name of the County but for Municipal agreements; show the name of the Municipality and the corresponding County.

6.1.3 Footer/Page Numbers

Numbers shall be shown on the bottom of all pages in a style that indicates the total number of pages, e.g. 1 of 3.

6.1.4 Introduction of Parties

The day and month of the agreements shall remain blank. They will be entered by the Department Secretary once the agreement is signed by all parties. If necessary, up-date the calendar year in the template. The name of the County/Municipality shall be shown in all capital letters. Municipal agreements shall include corresponding County.

6.1.5 First Whereas

This first whereas clause should indicate that improvements to be made at the project location. A description of the improvements can be included here. The description should be thorough, although it is recommended that this whereas clause be short and to the point.

6.1.6 Second Whereas

The second whereas clause should indicate the names of the local roadways affected by the improvements. When there are more than two or three roadways affected, the clause should state that the improvements will affect several (Agency) highways. County highways should indicate the County Route number and local name.

6.1.7 Third Whereas

This third whereas clause should indicate that the local highways stated in the Second whereas clause, are the responsibility of the Agency.

6.1.8 Additional Whereas Clauses

Additional clauses can be added for clarification purposes or to state previous understandings.

6.1.9 Last Whereas

The last whereas clause must include the language in the template including N.J.S.A. 27:7-1 et seq.

6.1.10 Paragraph Numbered 1

This is the first time in the Agreement that the Jurisdictional Map is referred to, therefore the Title Block shall be quoted exactly here. This paragraph provides information regarding Agency's responsibilities. All responsibilities shown on the Jurisdictional Limit Map(s) should be represented, in words, here.

Should there be more multiple Agencies with responsibility for this Agreement, the responsibilities should be included as a new numbered paragraph.

6.1.11 Indemnification Clauses

Should the Agency be responsible for any maintenance within the State right-of-way, the Agency must indemnify the State. Indemnification clauses, as set forth in Appendix J-4, should be shown under the next numbered paragraph.

6.1.12 Paragraph Numbered 2

Paragraph number 2, or the next numbered paragraph, is similar to Paragraph Number 1, but sets forth the State's responsibilities. Again, all responsibilities shown on the corresponding Jurisdictional Limit Map(s) should be represented in word here.

6.1.13 Paragraph Numbered 3

Paragraph number 3, or the next numbered paragraph, sets forth the definitions. These include a definition for all responsibilities indicated in Paragraphs 1 and 2 (or the additional paragraphs). For example if Paragraph 2 indicates that the State should maintain the drainage as shown on the Jurisdictional Map, then Paragraph 3, should define what the Maintenance of Drainage.

6.1.14 Signature Page

The signature page should match the template, except that the name of the Agency and the Agency representatives must reflect the Agency signing the agreement. The signature page should be entirely in bold type and all the names and titles should be inserted. All signatures should be on the same page.

6.2 Map Requirements

The following instructions are general in nature, the PM/LE, in coordination with the Department's Regional Maintenance Operations Units, will have final approval.

- Jurisdictional Maps are based on final alignment. Only final alignment should be shown, therefore all lines should be of equal weight. Heavy proposed line weights should not be used.
- Show the most current standard Title Block, Appendix J-5 and the most current Legend and Notes, Appendix J-6.
- Generally the scale for the map should be 1"=100 feet although a scale that can clearly delineate jurisdictional limits is acceptable. A bar scale should be shown on the map, but not within the Title Block.

- Show right of way lines and traveled way lines for all highways and ramps. Show all street names.
- Private roads should be labeled as such. Private drives are shown only from edge of traveled way to the right of way line.
- Show State Highway baselines and stationing. Baselines and stationing for other roadways are not required.
- Limits of no access should be delineated with arrows.
- All corporate boundary lines should be shown and labeled.
- Drainage will be complete and shown with directional flow. All NJDOT drainage easements will be shown and labeled.
- Show names of municipalities and counties at the top of the map. Show north arrow.
- Any responsibilities called out on map must be included in the written agreement.
- Clearly delineate responsibilities at structures. See Appendix J-7 for Structural Maintenance maps notes and agreement clauses.
- At interchanges, State Highway ramps shall be shown as State jurisdiction until they meet Agency curb line.
- At intersections, Agency traveled ways shall be shown as Agency jurisdiction until they meet State Highway curb line.
- Access roads provide service to local agencies as a matter of course and shall be shown as Agency jurisdiction.
- Some examples of information not to be shown on jurisdictional maps are; boring symbols, contour lines, property lot lines, lot and block numbers, topography and survey data (except baseline stationing as indicated above).

6.3 Designer's Submission

At the discretion of the PM, Division of Project Management and/or the LE, the Designer shall submit for review draft Jurisdictional Agreements and Jurisdictional Line Maps. The Designer shall also be responsible for any revisions required throughout the process until the Agreement(s) are executed.

6.4 Project Manager/Lead Engineer Review

The PM/LE shall review the Designer's submission before forwarding the package for Departmental Reviews.

Should submissions be incomplete, a non-conformance letter should be prepared, (Appendix J-8).

6.5 Departmental Reviews

The PM/LE shall forward the submission to Regional Maintenance Operations and the Jurisdictional Control Unit for cursory reviews (Appendix J-9). The Jurisdictional Control Unit will also assign identification numbers to the Agreement(s) at this time.

Upon completion of the review by Regional Maintenance Operations and the Jurisdictional Control Unit, the package shall be submitted to our Division of Law, Deputy Attorney General (DAG) for approval as to form (Appendix J-10). The DAG shall approve the

Jurisdictional Agreement(s) as to its form and determine if, in the view of the DAG who is not trained in reading Jurisdiction Maps, if the Agreement and the Map make similar representations. The DAG does not sign the Jurisdictional Agreement at this time. Upon the DAG's approval as to form, the Jurisdictional Agreement(s) and the attached Jurisdictional Limit Map(s) can proceed for execution.

7.0 Execution of Jurisdictional Agreements

This section will describe the process and provide direction for the execution of Jurisdictional Agreements. These directions are general in nature and Jurisdictional Agreements will be finalized by the Department Secretary.

7.1 Agreement Execution Submission

The PM/LE submits the Jurisdictional Agreement and corresponding Jurisdictional Limit Map(s) to the respective Agency for execution. (Appendix J-11). A sample template for the resolution of signatures should also be included (Appendix J-12).

The Agency, upon completion of its review(s), will provide comments and/or concurrence regarding the submission. The PM/LE may be required to meet with Agency representatives to resolve any issues.

Once all matters have been resolved, the Agency shall return three (3) signed, sealed and attested original Jurisdictional Agreements to the PM/LE. Additionally, a signed and sealed resolution, authorizing the Agency's official signatories on the Jurisdictional Agreements will also be required at this time.

The PM/LE shall confirm the accuracy of the Agency's signatures, seals and resolution and then forward same to the DAG for signature. (Appendix J-13). Upon approval, the DAG will sign the Jurisdictional Agreements at this time.

7.2 Department Signatures and Final Execution

The DAG's signature will officially indicate that the Agency has executed the Jurisdictional Agreements correctly.

When the Jurisdictional Agreements have been signed by the DAG and returned to the PM/LE, the PM/LE shall attach a Department Action Slip and Routing Slip to the package and circulate for Department signatures. A sample of a Department Action Slip regarding jurisdictional agreements is attached at the end of this Manual. (Appendix J-14).

The Commissioner, or his designee, will sign the Jurisdictional Agreement. The Department Secretary will be the final signatory and the Jurisdiction Agreement will then be completely executed. The package will then be forwarded to the Jurisdictional Control Unit for final distribution and electronic filing. The Jurisdictional Control Unit will become the Custodian of Records and the Jurisdictional Agreements and Jurisdictional Limit Maps will be kept in perpetuity.

8.0 Index of Samples and Templates

- J-1 Memorandum of Agreement (MOA) Sample Language (text pg. 3)
- J-2 County Agreement Template (text pg. 5)
- J-3 Municipal Agreement Template (text pg. 5)
- J-4 Indemnification Clauses (text pg.6)
- J-5 Sample Title Block (text pg. 7)
- J-6 Sample Legend and Notes (text pg. 7)
- J-7 Structural Maintenance Notes and Clauses (text pg. 7)
- J-8 Non-Conformance Letter (text pg. 8)
- J-9 Departmental Review Request (text pg.8)
- J-10 DAG Approval as to Form (AATF) (text pg.8)
- J-11 Agreement Execution Letter (text pg. 9)
- J-12 Signature Resolution (text pg. 9)
- J-13 DAG Signature Request (text pg. 9)
- J-14 Jurisdictional Routing Slip (text pg. 9)

Appendix J-1**New Jersey Department of Transportation
Memorandum of Agreement (MOA)
Sample Language**

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).

Appendix J-2

**New Jersey Department of Transportation
Jurisdictional Agreement # _____
Route _____ - Section _____ (Or Description)
_____ County**

THIS JURISDICTIONAL AGREEMENT, made this day _____ of _____ Two Thousand _____ (201_), 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 issues in this area, it is necessary that the County and the State apportion the jurisdiction for highway maintenance and control in an equitable manner required by 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:

1. The County agrees to assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in the area, as shown with "single line hatching" on a map entitled, "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE _____ (SECTION AND/OR DESCRIPTION), MUNICIPALITY, COUNTY, SCALE: AS INDICATED," which map is appended hereto and made a part hereof.
2. The State agrees to assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in the area, shown "shaded" on the said map.
3. Both the County and State agree as follows:
 - 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. Upon completion of construction and final acceptance by the State, in the event that 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. This Agreement is entered into solely for the benefit of the Parties, and no right or benefit is intended to be conferred upon any third party that is not a signatory to this Agreement.

c. For the purpose of this agreement, the following definitions apply:

“Highway maintenance” is defined as the upkeep of the highway area and includes, but is not limited to; the upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.

“Highway control” is defined as the 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.

(d) 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.

Attested/Witnessed/Affix Seal

THE BOARD OF CHOSEN FREEHOLDERS OF _____ COUNTY

_____, Clerk

By _____
_____, Director

Date: _____

THE STATE OF NEW JERSEY

Attested/Witnessed/Affix Seal

Anika James
Department Secretary

By _____
Eli. D. Lambert III, P.E.
Assistant Commissioner

N.J. Department of Transportation Capital Program Management
N.J. Department of Transportation

Date: _____

This Agreement has been reviewed and approved as to form:

John J. Hoffman,
Acting Attorney General of New Jersey

By _____

Deputy Attorney General

Date: _____

Appendix J-3

New Jersey Department of Transportation

Jurisdictional Agreement # _____

Route _____ Section _____ (Or Description)

(Municipality) In _____ County

THIS JURISDICTIONAL AGREEMENT, made this _____ day of _____ Two Thousand _____ (201_), between the (MUNICIPALITY) 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, _____

; and

WHEREAS, in order to prevent future legal or maintenance issues in this area, it is necessary that the _____ and the State apportion the jurisdiction for highway maintenance and control in an equitable manner required by 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:

1. The _____ agrees to assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in the area as shown with "double line hatching" on a map entitled, "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE _____, SECTION AND/OR DESCRIPTION, MUNICIPALITY, COUNTY, SCALE: AS INDICATED," which map is appended hereto and made a part hereof.

2. The State agrees to assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in the area as shown "shaded" on the said map.

3. Both the _____ and State agree as follows:

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. Upon completion of construction and final acceptance by the State, in the event that 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. This Agreement is entered into solely for the benefit of the Parties, and no right or benefit is intended to be conferred upon any third party that is not a signatory to this Agreement.

c. For the purpose of this agreement, the following definitions apply:

“Highway maintenance” is defined as the upkeep of the highway area and includes, but is not limited to; the upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.

“Highway control” is defined as the 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.

(d) 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.

Attested/Witnessed/Affix Seal

THE _____ OF
_____ COUNTY

_____, Clerk

By _____
_____, Mayor

Date: _____

The State of New Jersey

Attested/Witnessed/Affix Seal

Anika James
Department Secretary
N.J. Department of Transportation

By _____
Eli D. Lambert III, P.E.
Assistant Commissioner,
Capital Program Management
N.J. Department of Transportation

Date: _____

This Agreement has been reviewed and approved as to form:

John J. Hoffman,
Acting Attorney General of New Jersey

By _____

Deputy Attorney General

Date: _____

Appendix J-4**New Jersey Department of Transportation
INDEMNIFICATION CLAUSES**

The following clause should be used in Part First of a jurisdictional agreement (with a Municipality or County) when the agency is responsible for maintenance within the State's right-of-way:

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.

This Indemnification Clause can be used for 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.

Appendix J-5

New Jersey Department of Transportation

Sample Title Block

NEW JERSEY DEPARTMENT OF TRANSPORTATION	
JURISDICTIONAL LIMIT MAP	
ROUTE _____	SECTION _____
	(OR DESCRIPTION)
FROM _____	TO _____
TOWNSHIP OF _____	COUNTY OF _____
SCALE: AS INDICATED	

Appendix J-6**New Jersey Department of Transportation****SAMPLE LEGEND AND NOTES**

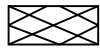
LEGEND



JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE DEPARTMENT OF TRANSPORTATION



JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE (FILL IN COUNTY)



JURISDICTION FOR HIGHWAY MAINTENANCE AND CONTROL BY THE (FILL IN MUNICIPALITY)

— - - — RIGHT OF WAY LINE (ACCESS PERMITTED)

--- / / --- RIGHT OF WAY LINE (ACCESS DENIED)

- - - - - EASEMENT LINE

Notes:

Jurisdictional limit maps are attachments to jurisdictional agreements. To validate the limits shown on the map(s) the respective agreement must be executed.

Appendix J-7

New Jersey Department of Transportation

Structural Maintenance

Map Notes and Agreement Clauses

Locations where a structure carries a local highway over a state highway:

JURISDICTIONAL LIMIT MAP NOTE, e.g., "Structural maintenance by the New Jersey Department of Transportation. Routine maintenance by the (Agency)."

JURISDICTIONAL AGREEMENT CLAUSES, e.g.

PARAGRAPH 1.

- a. The (Agency) agrees to 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 "cross hatching" on a map entitled...
- b. The (Agency) agrees to assume or retain Routine Maintenance upon completion of construction and final acceptance by the State as indicated on the said map(s).

PARAGRAPH 2.

- a. The State agrees to 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 "shading" on the said map(s).
- b. The State agrees to assume or retain Structural Maintenance upon completion of construction and final acceptance by the State as indicated on the said map(s).

PARAGRAPH 3.

Both the (Agency) and the State agree that:

- d. "Structural Maintenance" is defined as work done on a structure to preserve or restore its structural integrity. Examples of components that may require structural maintenance include, but are not limited to; embankments, substructures, superstructures, approach slabs, bridge decks, wingwalls and sidewalks. Additionally, "Structural Maintenance" shall include safety related elements pertaining to the structure such as guiderail, guiderail attachments, fence and barrier curb.
- e. "Routine Maintenance" is defined as the repair of minor spalls, snow removal and ice control (including sidewalks and steps), sweeping and litter pick-up.

Locations where a structure carries a state highway over a local highway:

JURISDICTIONAL LIMIT MAP NOTE, e.g., “structural maintenance by the New Jersey Department of Transportation. Maintenance and control of highway under structure by the (Agency).”

JURISDICTIONAL AGREEMENT CLAUSES, e.g.

PARAGRAPH 1.

- a) The (Agency) agrees to 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 “cross hatching” on a map entitled...
- b) The (Agency) agrees to assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, of the highway under structure as indicated on the said map(s).

PARAGRAPH 2.

- a. The State agrees to 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 “shading” on the said map(s).
- b. The State agrees to assume or retain Structural Maintenance upon completion of construction and final acceptance by the State, as indicated on the said map(s).

PARAGRAPH 3.

Both the (Agency) and the State agree that:

- d. “Structural Maintenance” is defined as work done on a structure to preserve or restore its structural integrity. Examples of components that may require structural maintenance include, but are not limited to; embankments, substructures, superstructures, approach slabs, bridge decks, wingwalls and sidewalks. Additionally, “Structural Maintenance” shall also include safety related elements pertaining to the structure such as guiderail, guiderail attachments, fence and barrier curb.

Appendix J-8



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

Governor

Commissioner

Lt. Governor

(Date)
(Designer's Name)
(Address)
(Address)

Re: Jurisdictional Limit Map(s) and Agreement(s)
Rte. _____, Section or Description
Municipality, County

Dear Mr. /Ms. _____,

Returned are the draft map(s) and agreement(s) for the subject project. This submission does not conform to current standards.

Please refer to the Jurisdictional Manual for the preparation of maps and agreements before resubmitting.

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

Sincerely,

(Name)
(Title)

Enclosures

Appendix J-9

**New Jersey Department of Transportation
Memorandum**

TO: _____, Unit Supervisor
 Jurisdictional Control Unit
 _____, Regional Maintenance Engineer

FROM: _____, Project Manager or Lead Engineer

DATE:

PHONE:

SUBJECT: Preliminary Jurisdictional Limit Map(s) and Agreement(s).
 Route _____, (Section or Description)
 (Municipality), (County)
 Job # _____

Attached for your review are copies of the draft Jurisdictional Agreement(s) and Limit Map(s) for the subject project.

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

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

Attachment _____

Appendix J-10

**New Jersey Department of Transportation
Memorandum**

TO: _____
Deputy Attorney General

FROM: _____

DATE: _____

PHONE: _____

SUBJECT: Approval as to form: Jurisdictional Agreement(s). # _____
Route ____, (Section or Description)
(Municipality), (County)
Job# _____

Submitted are copies of the subject agreement(s) and corresponding map(s) for approval as to form.

Please do not sign the agreement(s) at this time. A signature request will be made when we have received a signed and sealed agreement with appropriate resolution.

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

Attachments _____

Appendix J-11



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

Governor

Commissioner

Lt. Governor

(Date)

Honorable _____, Mayor
_____ Township

(Address)

(Address)

ATTENTION: _____, Municipal Clerk

Re: Jurisdictional Agreement for Highway Maintenance and Control # _____

(Project Description)

Dear Mayor (Last Name):

Enclosed are three original copies of the above captioned agreement and corresponding map(s), which will allocate the jurisdiction for highway maintenance and control between the (Agency) 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: Name and Unit). Also enclosed is a sample resolution regarding the authorization of signatures.

The agreement will be fully executed when signed and dated by the State and one original will be returned for your files. If you have any questions or require any additional information please contact _____ at (609) 530-_____.

Sincerely,

(Name), (Title)

Enclosures

Appendix J-12

**New Jersey Department of Transportation
SAMPLE RESOLUTION FOR SIGNATURES**

WHEREAS, the State of New Jersey Department of Transportation has requested that an agreement be entered between the (Municipality, County or Agency) and the State of New Jersey, which would allocate the jurisdictional responsibilities for highway maintenance and control between the (Municipality, County or Agency) and the State of New Jersey with reference to certain intersections of Route ____ and streets within the (Municipality, County or Agency); and

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

NOW, THEREFORE, BE IT RESOLVED, by the (Mayor or Director and the Board Council) of the (Municipality, County or Agency) 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 (Municipality, County or Agency) and the State of New Jersey.

*Clerk's or Secretary's Name

*Mayor's or Director's Name

OFFICIAL SEAL

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

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.

Appendix J-13
New Jersey Department of Transportation
Memorandum

TO: _____
Deputy Attorney General

FROM _____
Project Manager

DATE:

PHONE:

SUBJECT: Signature Request
Jurisdictional Agreement(s) # _____
Route _____, (Section or Description)
(Municipality), (County)
Job # _____

Transmitted for your signature are three signed copies of the above captioned agreement with corresponding map and resolution from the (Municipality), (County). This agreement has been approved as to form.

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

Attachments _____

Appendix J-14

Form AD-37 2/00
New Jersey Department of Transportation

REFERRAL FORM

TO
SEE BELOW

DATE:
FROM:
PHONE:

For Your	<input type="checkbox"/> ACTION	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> REVIEW
	<input type="checkbox"/> COMMENTS	<input checked="" type="checkbox"/> SIGNATURE	<input type="checkbox"/> FILE	

<input type="checkbox"/> Per Your Request <input checked="" type="checkbox"/> Please Return Attached Material <input type="checkbox"/> Please Prepare a Reply to be signed by _____ <input type="checkbox"/> The Attached Has My Approval <input type="checkbox"/> Please See Me
--

Remarks or Special Instructions		
Please initial, date and forward the attached three (3) copies of the jurisdictional agreements, map attachments and appropriate signatures resolution with two (2) copies of AD-12, thank you.		
*****Please Initial and Date this Routing Slip for tracking purposes*****		
	Initial	Date
, Project Manager, Division of Project Management		
, Supervisor, Jurisdictional Control Unit		
, Director, Division of Project Management		
, Assistant Commissioner, Capital Program Management		
, Department, Secretary		
, Supervisor, Tort /Jurisdictional Unit (RETURN)		