

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE
DEPARTMENT OF TRANSPORTATION AND CECIL COUNTY,
MARYLAND**

THIS MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as "MOU") made as of the 21 day of ~~November~~, 2019, between the **Delaware Department of Transportation**, an agency of the State of Delaware (hereinafter referred to as "DeIDOT") and **Cecil County, Maryland, a body corporate and politic of the State of Maryland** (hereinafter referred to as the "County").

BACKGROUND

WHEREAS, US 301 plays a significant role in moving people and commerce along the East Coast of the United States; and,

WHEREAS, US 301 begins in Florida and terminates at Route 1 in the State of Delaware; and,

WHEREAS, the portion of US 301 in Maryland starts on Maryland's Eastern Shore as a four to six lane controlled or limited access roadway and continues to approximately twenty-five hundred (2,500) feet south of the Maryland/Delaware state line where it previously transitioned to a two lane roadway through Delaware to its termination; and,

WHEREAS, the portion of US 301 running from south of the Maryland/Delaware Border opened on January 10, 2019 as a four lane limited access roadway; and,

WHEREAS, this new roadway is a toll roadway and the toll begins at the Maryland border with Delaware; and,

WHEREAS, since the opening of the Delaware portion of new US 301 there has been a heavy increase in truck traffic diverting on to local roads in Cecil County from US 301 as those trucks seek to avoid the toll that begins at the Maryland/Delaware border; and,

WHEREAS, due to the increase in truck traffic diverting onto local roads in Cecil County from US 301, pavement on local roads in Cecil County including Wilson Street, Sassafras Road, and Edgar Price Road have been damaged; and,

WHEREAS, the County believes that the damage and additional wear and tear is a direct result of the opening of the new portion of US 301 along with the placement of the toll at the Maryland/Delaware state line; and,

WHEREAS, in an effort to mitigate the potential effects of diversion, DeIDOT has placed truck restriction signage on Middletown Warwick Rd, Warwick Rd, and Level's Rd in Delaware which directly connect to Wilson Street, Sassafras Road, and Edgar Price Road in Cecil County. Additionally, DeIDOT is currently funding targeted enforcement by the Delaware State Police on Middletown Warwick Rd, Warwick Rd, and Levels Rd to discourage truck toll avoidance; and,

WHEREAS, in addition to the enforcement actions and sign remedies set forth above, the

County has requested that DeIDOT provide the County with funds to cover the cost of repaving Wilson Street, Sassafras Road, and Edgar Price Road in Cecil County.

NOW THEREFORE, DeIDOT and the County, for and in consideration of the mutual promises and benefits set forth herein, agree, covenant, and promise with each other as follows:

TERMS

1. In full and final satisfaction of any and all disputes between DeIDOT and the County related to the opening of new US 301, including but not limited to additional wear and tear caused to local roads in Cecil County, DeIDOT shall, within ten (10) business days of the date hereof, make a one-time payment to the County in the amount of \$1,228,018.30 for the purpose of making repairs on Wilson Street, Sassafras Road, and Edgar Price Road.

2. The payment set forth in paragraph 1 shall be a one-time payment. DeIDOT shall not be obligated to make any further payments to County for repairs to County roads.

3. The County shall handle all procurement in accordance with local, state, and federal law related to the repairs, and shall pay all costs of the work directly to its contractor. DeIDOT shall not be a party to the County's arrangements regarding selection of or payment to the contractor and DeIDOT shall have no liability or responsibility in connection therewith.

4. The County shall perform any and all inspection and construction administration related to any repairs set forth in this MOU.

5. The County shall be responsible for the cost of any and all repairs to Wilson Street, Sassafras Road, and Edgar Price Road in excess of \$1,228,018.30.

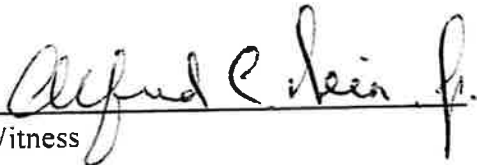
6. Within 90 days after the completion of the repairs on Wilson Street, Sassafras Road, and Edgar Price Road, the County shall provide a final accounting of the repairs to DeIDOT. Should Wilson Street, Sassafras Road, and Edgar Price Road be repaired for less than \$1,228,018.30, any excess funds shall be returned to DeIDOT within 60 days.

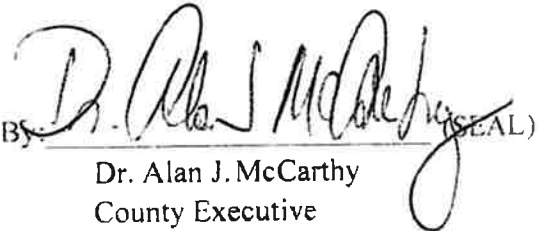
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding under seal, in quadruplicate by their proper and authorized officers. on the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**


CECIL COUNTY, MARYLAND


Witness

By:  (SEAL)
Dr. Alan J. McCarthy
County Executive

**DELAWARE DEPARTMENT OF
TRANSPORTATION**


Witness

By:  (SEAL)
Jennifer Cohan
Secretary