BARRY GLASSMAN
HARFORD COUNTY EXECUTIVE

BILLY BONIFACE
DIRECTOR OF ADMINISTRATION

MELISSA LAMBERT
COUNTY ATTORNEY

June 22, 2016

Paul W. Ishak, Esquire
Stark and Keenan, P.A.
30 Office Street
Bel Air, Maryland 21014

RE: Chapel Road

Dear Paul:

Enclosed please find an executed original of the Memorandum of Understanding between the County and the City of Havre de Grace with regard to a portion of Chapel Road.

Thank you for your assistance in this matter.

Sincerely,

Margaret Hartka
Senior Assistant County Attorney

MH/sw

Enclosure
cc: Joseph J. Siemek, P.E.
Jeffrey M. Stratmeyer, P.E.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**"), executed and made effective this 16th day of June, 2016, by and between Harford County, Maryland, a body corporate and politic of the State of Maryland, hereinafter called "**COUNTY**", and the City of Havre de Grace, Maryland, a municipal corporation of the State of Maryland, hereinafter called "**HAVRE DE GRACE**".

WHEREAS, Chapel Road is a public road which is owned and maintained partially by Havre de Grace and partially by the County; and

WHEREAS, a portion of the County-owned part of Chapel Road has, as a result of the annexation of property into the municipal limits of Havre de Grace, become surrounded almost entirely by properties that are within the limits of Havre de Grace; and

WHEREAS, it is reasonable that Havre de Grace should own and maintain the portion of Chapel Road that is fronted primarily by properties that are within the City; and

WHEREAS, the parties have agreed that Havre de Grace will, under the conditions set forth below, accept ownership and maintenance responsibilities for the portion of Chapel Road described herein.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, the parties have agreed as follows:

1. The County shall:

a. Install curb from the curb end at 1441 Chapel Road (Liber 8121, folio 464) to the easterly property line of 1411 Chapel Road (Liber 1007, folio 160) and, within these same limits, mill and pave the north side of the road from the striped centerline to the new curb and gutter.

b. Reconstruct the catch basin at 1427 Chapel Road (Liber 10893, folio 174), sized as needed, with an open throat in the curb.

c. Relocate two utility poles at 1500 Chapel Road.

d. Repave Bryan Road from Chapel Road to the existing pumping station (approximately 650 feet).

e. Apply a surface overlay to Chapel Road from the bridge at Gashey's Creek to the eastern edge of Shawnee Brook Drive.

2. Havre de Grace shall:

a. Accept a quitclaim deed from the County for that portion of Chapel Road extending from the current limit of Havre de Grace ownership and maintenance up to and including the realigned intersection of Chapel Road with Bulle Rock Parkway, approximately eight hundred (800) feet west of the Bulle Rock Parkway roundabout, and shall maintain this portion of Chapel Road.

3. General Conditions.

a. The obligations of the County and Havre de Grace under this MOU shall be subject to the availability of sufficient appropriations and funding authority, and contingent upon the approval of any body or Board, the approval of which is required under applicable law, including but not limited to the Harford County Board of Estimates. In the event that the County is unable to secure sufficient funding for the work described above, this MOU shall become null and void and of no further force or effect.

b. This MOU shall inure to the benefit of and be binding upon the parties hereto, their agents, successors and assigns.

c. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.

d. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.

e. Notices and/or invoices required under this MOU shall be addressed to the following individuals:

If to Harford County:
Jeffrey M. Stratmeyer, P.E.
Chief Engineer
Harford County Department of Public Works
212 South Bond Street, 3rd Floor
Bel Air, MD 21014
Phone: 410-638-3509
Fax: 410-803-2523
E-Mail: jmstratmeyer@harfordcountymd.gov

If to Havre de Grace:
Timothy F. Whittie, P.E.
711 Pennington Avenue
Havre de Grace, MD 21078
Phone: 410-939-1800 ext. 1107
E-mail:

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed by their proper and duly authorized officers, on the day and year first above written.

WITNESS/ATTEST:

HARFORD COUNTY, MARYLAND

By: _____
Barry Glassman
Harford County Executive

Recommended for approval this 7th day of JUNE, 2016 by the Department of Public Works.

_____
Jeffrey M. Stratmeyer, P.E.
Acting Director of Public Works

Approved as to form and legal sufficiency this 17th day of June, 2016.

_____
Margaret Hartka
Senior Assistant County Attorney

WITNESS/ATTEST:

CITY OF HAVRE DE GRACE

By: _____
William T. Martin
Mayor