

AGREEMENT
EAST MALL
VILLAGE OF ARDENTOWN
NEW CASTLE COUNTY

THIS AGREEMENT made this 6 day of April 1991 by and between the State of Delaware, Department of Transportation, Division of Highways, acting by and through John T. Davis, Director of Highways, (hereinafter referred to as "**DelDOT**"), as party of the first part, and the Village of Ardentown, acting by and through Peter Coburn, Chairman, Civic Association (hereinafter referred to as "**TOWN**"), as party of the second part.

WITNESSETH:

WHEREAS, Senate Bill 292 of the 135th General Assembly provides Ten Thousand Dollars (\$10,000) and House Bill 777 of the 135th General Assembly provides nine thousand eight hundred Dollars (\$9,800) for the Village of Ardentown and "**TOWN**" desires to improve drainage on East Mall by regrading, resurfacing, installing rip-rap, Etc., and,

WHEREAS, the purpose of these monies is for improvements to transportation related facilities in the **TOWN**, and,

WHEREAS, these improvements fall within the jurisdictional provinces of **TOWN** rather than **DelDOT**,

NOW THEREFORE, DelDOT and TOWN, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, agree as follows:

SECTION I

DelDOT will transfer aforementioned funds for the above listed projects to TOWN, for all aspects of design, advertising and construction. DelDOT will not assume any financial obligation in excess of that described herein.

SECTION II

TOWN shall be fully responsible for undertaking and supervising all phases of the necessary design, awarding and construction of this project with all aspects complying fully with state laws.

SECTION III

TOWN agrees to the following terms:

- A. DelDOT is not responsible for the maintenance of the improvements which are subject of this agreement.
- B. TOWN will keep accurate records of the expenditure of these funds, advise DelDOT in writing when projects are completed and return any unused funds to DelDOT.
- C. DelDOT may audit the expenditures subject to this agreement.
- D. These funds may only be expended for transportation related facilities which meet a public purpose as defined by the Delaware Code.

DelDOT and TOWN agree that this Agreement is the entire and complete Agreement between the parties and that no alterations, modifications or amendments of this said Agreement shall be made or deemed valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written.

DEPARTMENT OF TRANSPORTATION

Approved as to Form:

Frederick H. Schranck
Frederick H. Schranck
Deputy Attorney General

BY: John T. Davis
John T. Davis
Director of Highways

Attest: John A. McDowell
John A. McDowell
Director of Administration

VILLAGE OF ARDENTOWN

Approved as to Form

John E. Gorch
John E. Gorch
City Solicitor

BY: Peter Coburn
Peter Coburn
Chairman, Civic Association
Village of Ardentown
1503 The Mall
Ardentown
Wilmington, DE 19810
302-577-2756

WITNESS: Elizabeth Coburn