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Maryland Department of Transportation

State Highway Administration

Wijijam K. Heilmann Secretary Hai Kassoff

Administrator

PLEASE REPLY TO: OFFICE OF DISTRICT ENGINEER 2323 WEST JOPPA ROAD BROOKLANDVILLE, MARYLAND 21022

October 29, 1986

Mr. Gene L. Neff, P.E. Acting Director Baltimore County Department of Public County Office Building Towson, Maryland 21204

OCT 30 1938

BUREAU C HIGHWAY! STATISTICS

Re: Ebenezer Road Railroad Grade Crossing Elimination B 175-501-472

Dear Mr. Neff:

Subsequent to your letter dated August 27, 1986, this office requested the State Highway Administration Bureau of Highway Statistics to prepare a Road Transfer Agreement for the above referenced project.

In your letter of August 27, 1986, you stated that the present agreement did not appropriately address the transfer of the bridges over AMTRAK and Eastern Avenue, the relocated Ebenezer Road, and adjustments to intersecting streets, and the construction of associated appurtenances.

The State Highway Administration Chief, Bureau of Highway Statistics has responded (copy attached) with a copy of the agreement dated July 19, 1974 signed by the appropriate county officials and does address the concerns listed in your August 27, 1986 letter. We, therefore, believe that an additional transfer agreement is not now necessary.

Should you have any questions concerning the above, you may wish to contact Allen E. Ault at 321-3468.

Sincerely,

Charles R. Olsen

Marke William

Metropolitan District Engineer

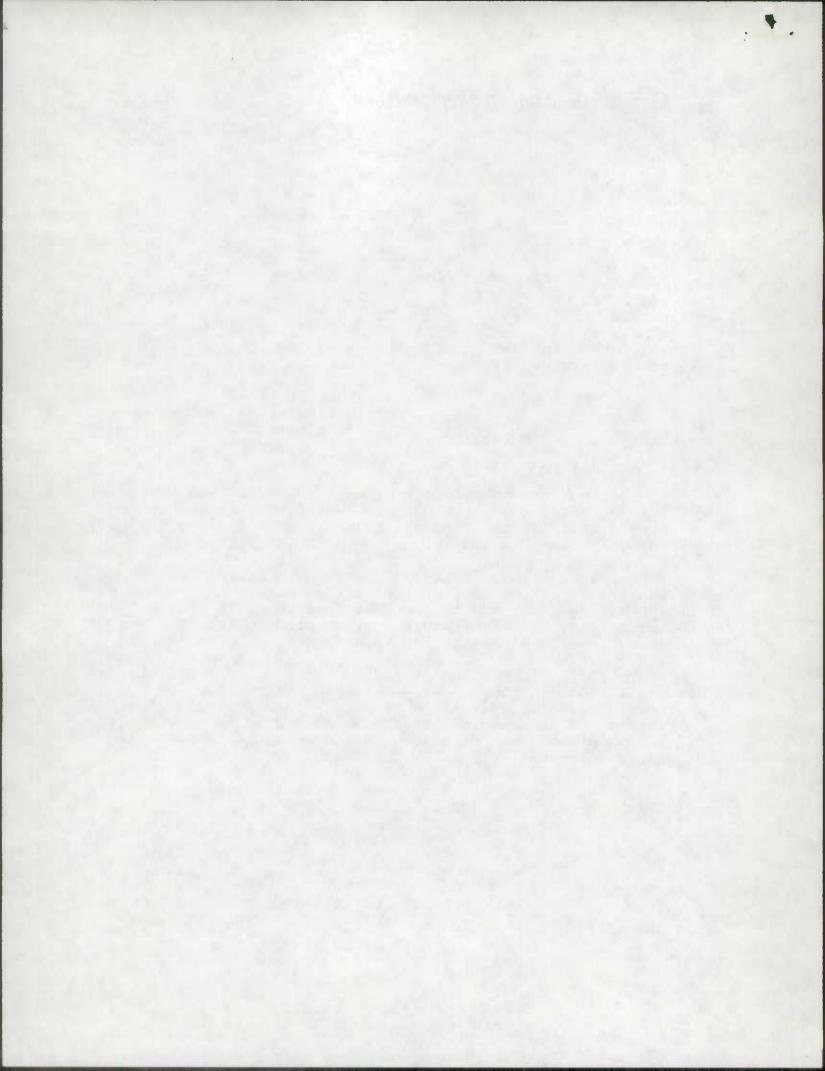
Attachment

CRO: AEA: cmh

Mr. John T. Neukaml

Mr. Gary B. Ewers
Mr. Ron Lewis
My telephone number is 321-3461

Teletypewriter for Impaired Hearing or Speech 383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-492-5062 Statewide Toll Free P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717





Maryland Department of Transportation

State Highway Administration

October 22, 1986

William K. Hollmann Secretary Hal Kassoff Administrator

MEMORANDUM

TO:

Mr. Charles R. Olsen

Metropolitan District Engineer

John T. Neukam, Chief

FROM:

Bureau of Highway Stat, Stics

SUBJECT:

Transfer of Ebenezer Road

Reference is made to your memorandum of September 15, 1986 requesting this office to initiate road transfer procedures transferring Ebenezer Road to Baltimore County.

Attached is a copy of a fully executed agreement dated July 19, 1974 between the State Highway Administration and Baltimore County relative to the construction of grade eliminations at Ebenezer Road and Patapsco Avenue.

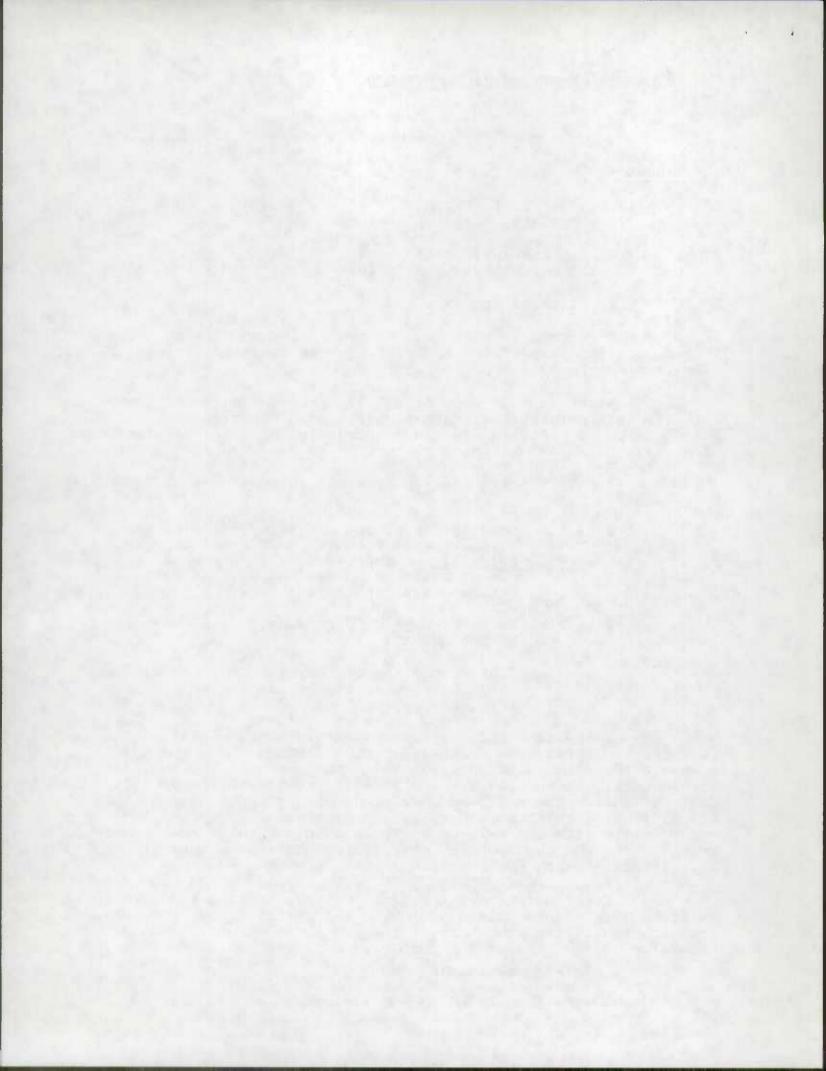
I have highlighted key areas of this agreement, specifically:

- Page 1 Description of the project, including the relocation of Ebenezer Road, the new bridges, and improvements to Harewood and Graces Quarters Roads, and similar work to Patapsco Area in Chesaco Park.
- Page 2 Right-of-way for construction was provided by the County.
- Page 3 Upon completion of the project, the County shall have ownership of the new bridge structure/approaches.

I should point out there were two supplemental agreements The first was on January 7, 1981, which added the Knecht Avenue grade elimination project to the agreement. The second supplemental was on February 6, 1981, and addressed the use of railroad easements, railroad operations during construction, safety regulations, liability insurance, and other issues dealing specifically with the railroad. These supplemental agreements made reference to and incorporated the original 1974 agreement, thus keeping intact and in force the conditions therein.

The county owned the right-of-way, and the roads in question were county maintained prior to construction. The SHA undertook these projects on behalf of the county in order to qualify for Federal Funding. Except for complying with Federal Grade Crossing

My telephone number is 659-1369



MEMO TO: Mr. Charles R. Olsen October 22, 1986 Page Two

guidelines, the SHA had no roadway interests in these projects. That is, no State highways were affected.

Admittedly, the wording of such agreements are sometimes vague. This due, in part, by trying to address several major construction projects (often years ahead of construction) without literally suffocating in details. However, in view of the circumstances surrounding the execution of the original agreement I feel the intent was clear relinquish to the County ownership and maintenance responsibilities for all roads, bridges, and appurtenances constructed within the scope of "the projects" once construction was complete. I do not think any further agreements are necessary.

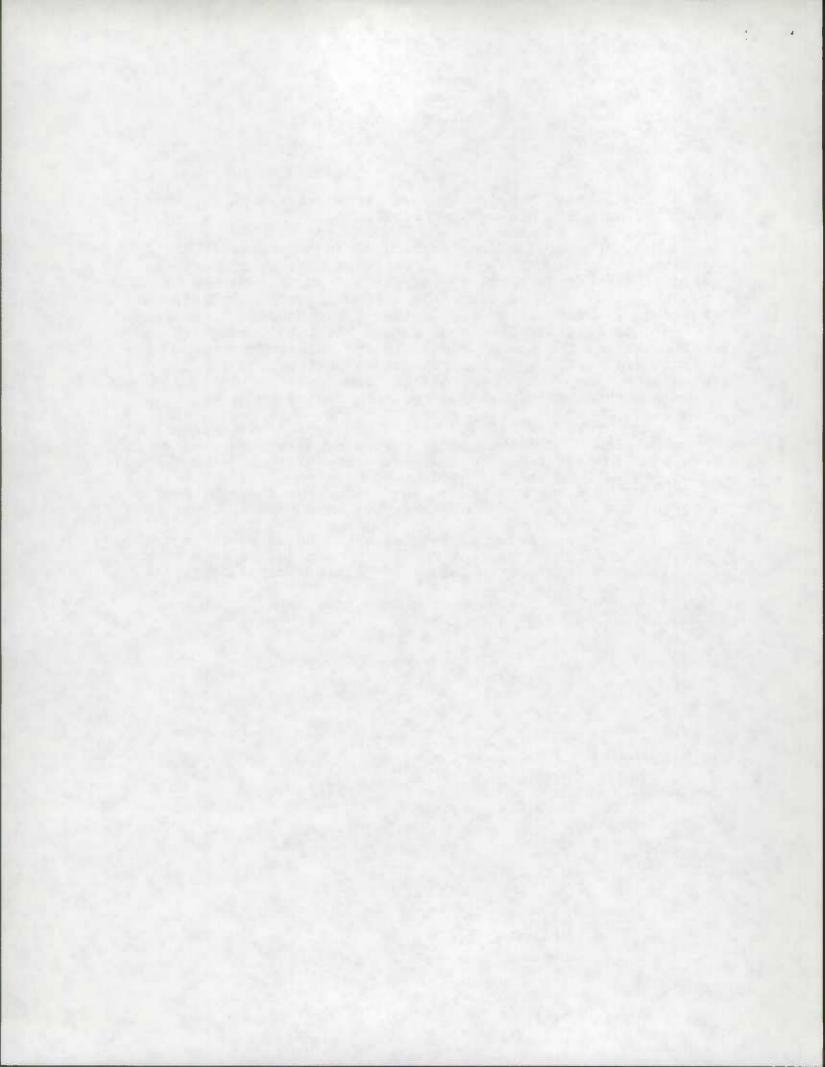
This office has revised its records as a result of the construction, and is currently crediting Baltimore County with the additional mileage for relocated Ebenezer Road and Harewood Road, as well as the old portion of Ebenezer Road which still remains. I have enclosed a map segment of the Ebenezer Road area showing the county route numbers that have been assigned.

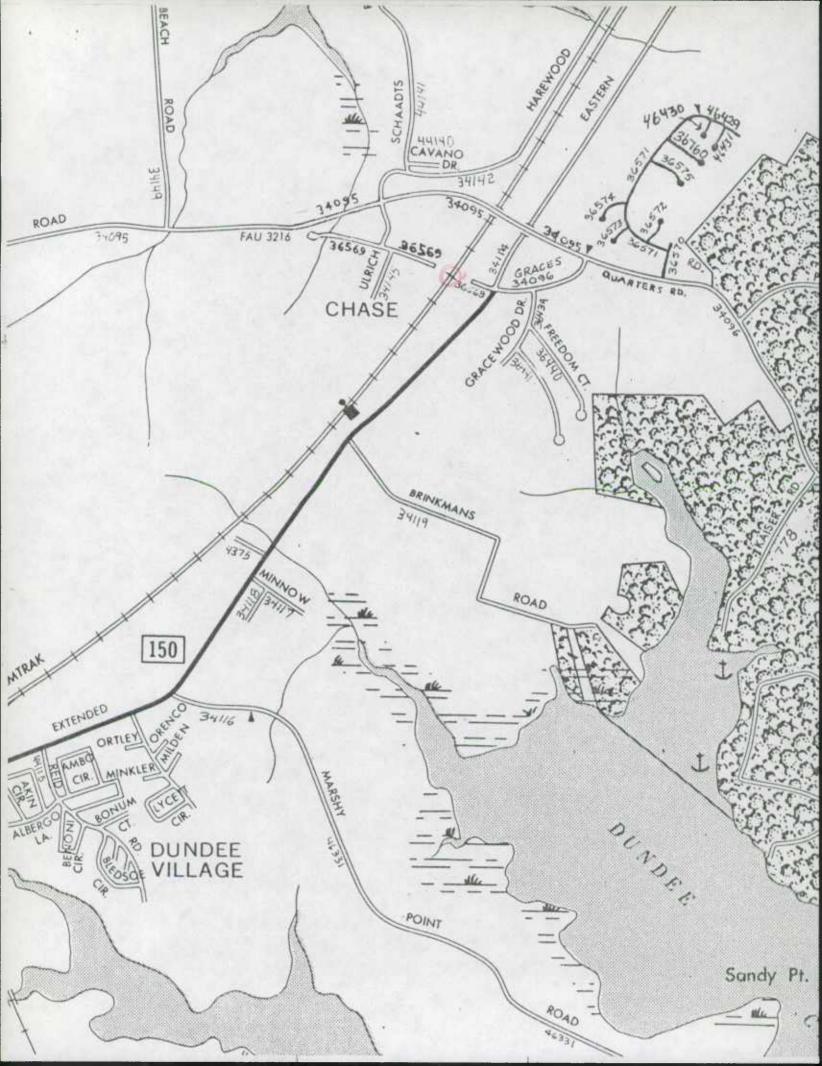
Please relay to Baltimore County our opinion that an additional agreement is not necessary, and assure them they are receiving their proper mileage and maintenance allocations.

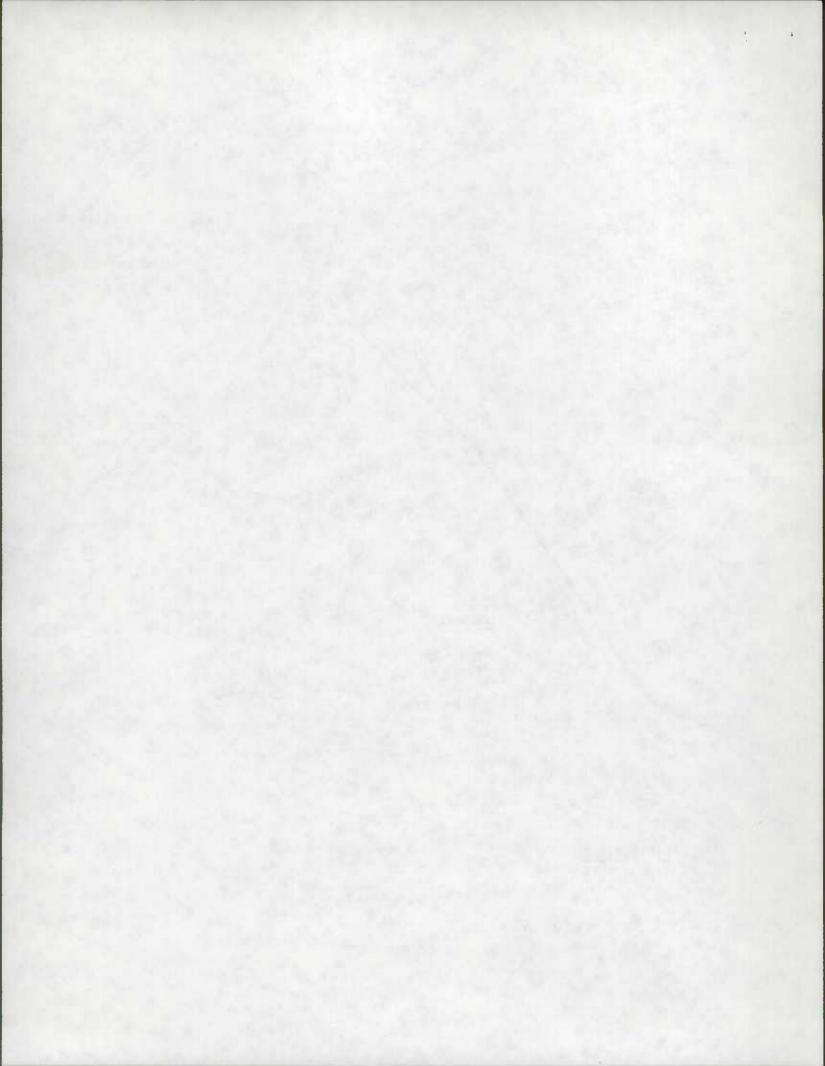
If you have any questions or a need for further information, please contact me.

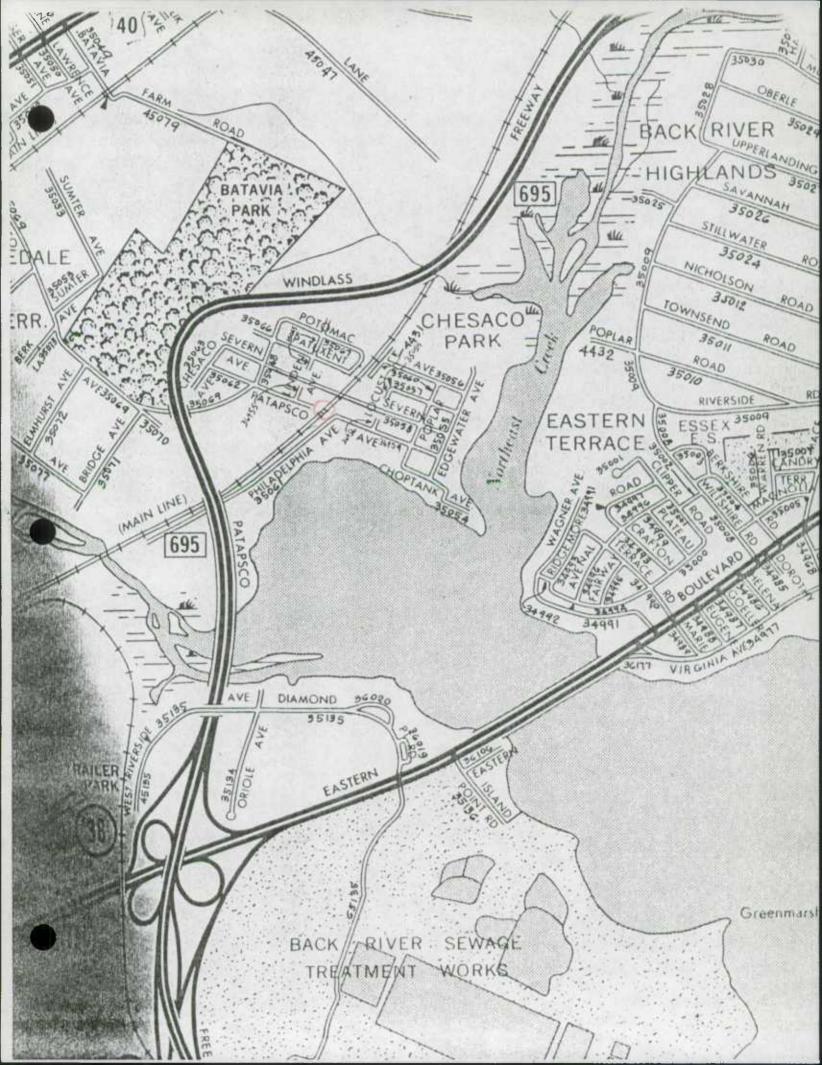
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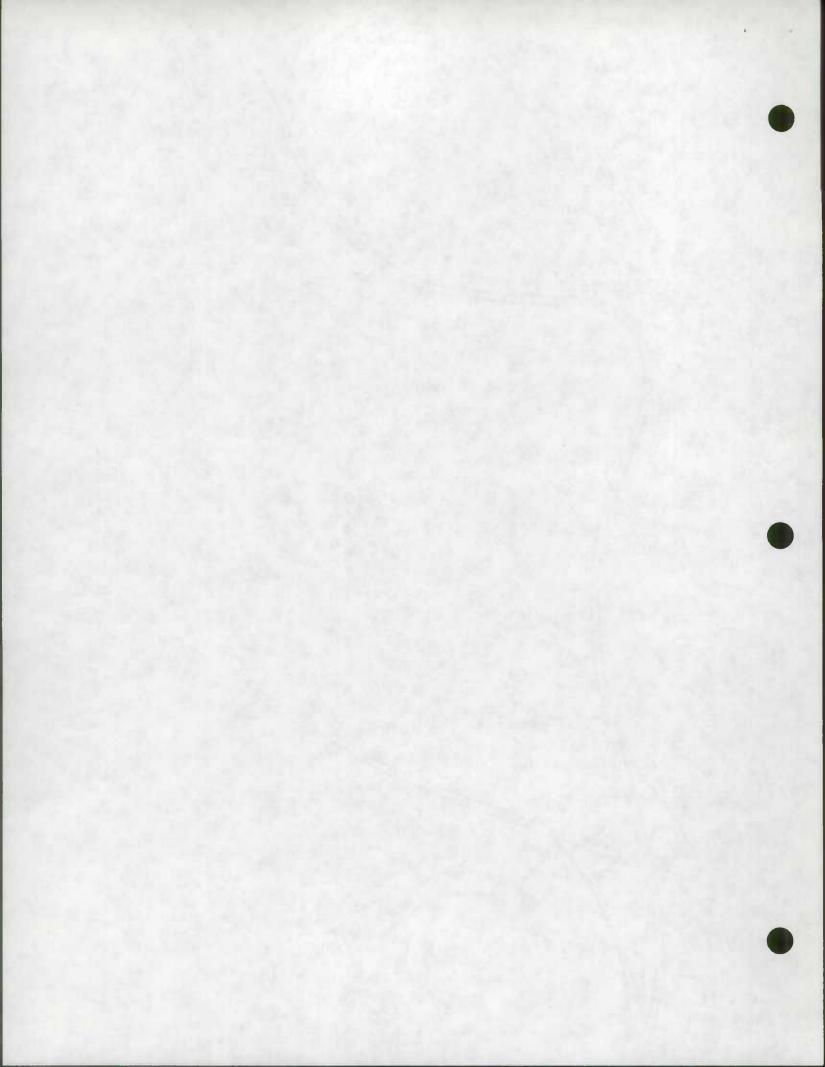
Attachments











THIS AGREEMENT, made this 19TH day of TULY , nineteen hundred and seventy-four, by and between the STATE OF MARYLAND, DEPARTMENT OF TRANS-PORTATION, STATE HIGHWAY ADMINISTRATION, party of the first part, hereinafter called the "ADMINISTRATION," and BALTIMORE COUNTY, MARYLAND, a body corporate, party of the second part, hereinafter referred to as the "COUNTY," WITNESSETH:

WHEREAS, the Administration and the County propose to eliminate and/ or reconstruct two (2) grade crossings by the construction of grade separations in Baltimore County known as:

1. Ebenezer Road (County Road on Federal-Aid System). The project is located about 2 miles northeast of Intersection of Maryland Route 150 and Earls Avenue in the vicinity of Chase. It includes the relocation of Ebenezer Road, closing existing Ebenezer Road, tie-in to Harewood Road, construction of new bridge over railroad, relocation of intersecting Eastern Avenue and tic-in to Graces Quarters Road.

2. Patapaco Avenue (County Road not on Federal-Aid System): The project is located approximately 1.6 miles southwest of U.S. Route 40 and I-695 in the vicinity of Chesaco Park.

WHEREAS, the Administration has accepted the proposal of the County to cooperate and to share in the cost of construction as hereinafter described, and

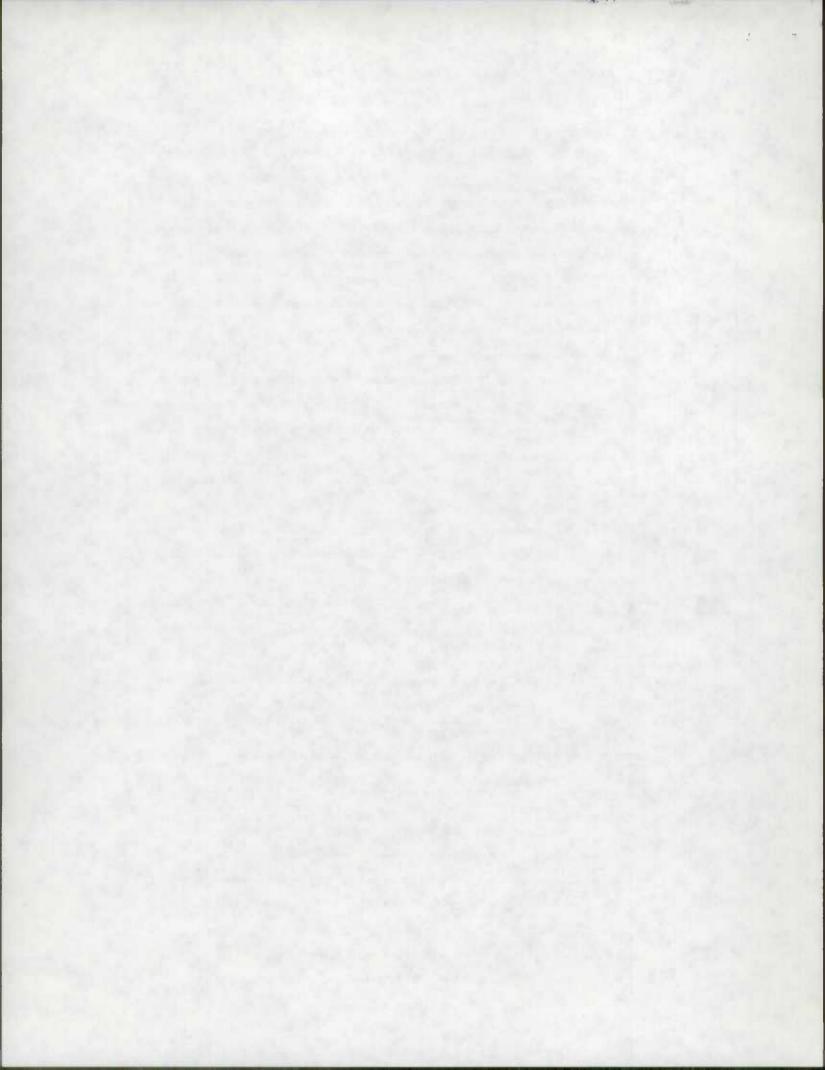
WHEREAS, the County proposes to utilize High Speed Rail Demonstration funds authorized and appropriated under Section 322, Chapter 3, Title 23, U.S. Code, for the construction of said project, and

WHEREAS, the ten (10) per cent the Railroad would otherwise be liable for under subsection (c) of Section 322, Title 23, U.S. Code, will be financed by others, at no expense to the County, and

WHEREAS, the County has requested the Administration to act on its own behalf wherever necessary, in order to comply with the requirements to utilize Federal funds for the construction of this project, and

WHEREAS, Title 23 of the U.S. Code recognized the State Highway Administration as the authority to which allocations of Federal funds are to be made and under whose direction, subject to the Federal Highway Administration approval, expenditures are to be accomplished, and

Secretary's File



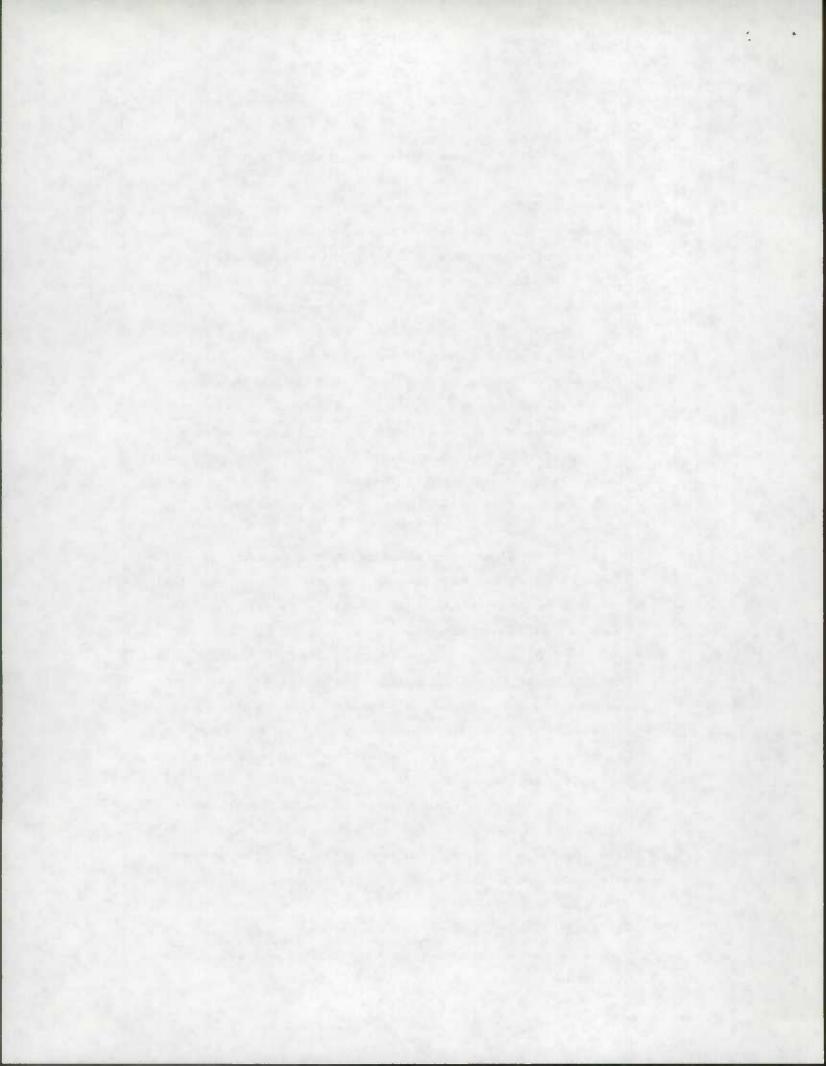
WHEREAS, the Federal Highway Administration's Policy and Procedure Memorandum 21-6.3 dated October 3, 1972, sets forth procedures whereby the services and facilities of the local government may be utilized and requires that there be an executed agreement between the Administration and the County setting forth conditions under which the project would be constructed, and

WHEREAS, the County agrees to participate in the financing of the project as set forth in Section 16 of this Agreement, and

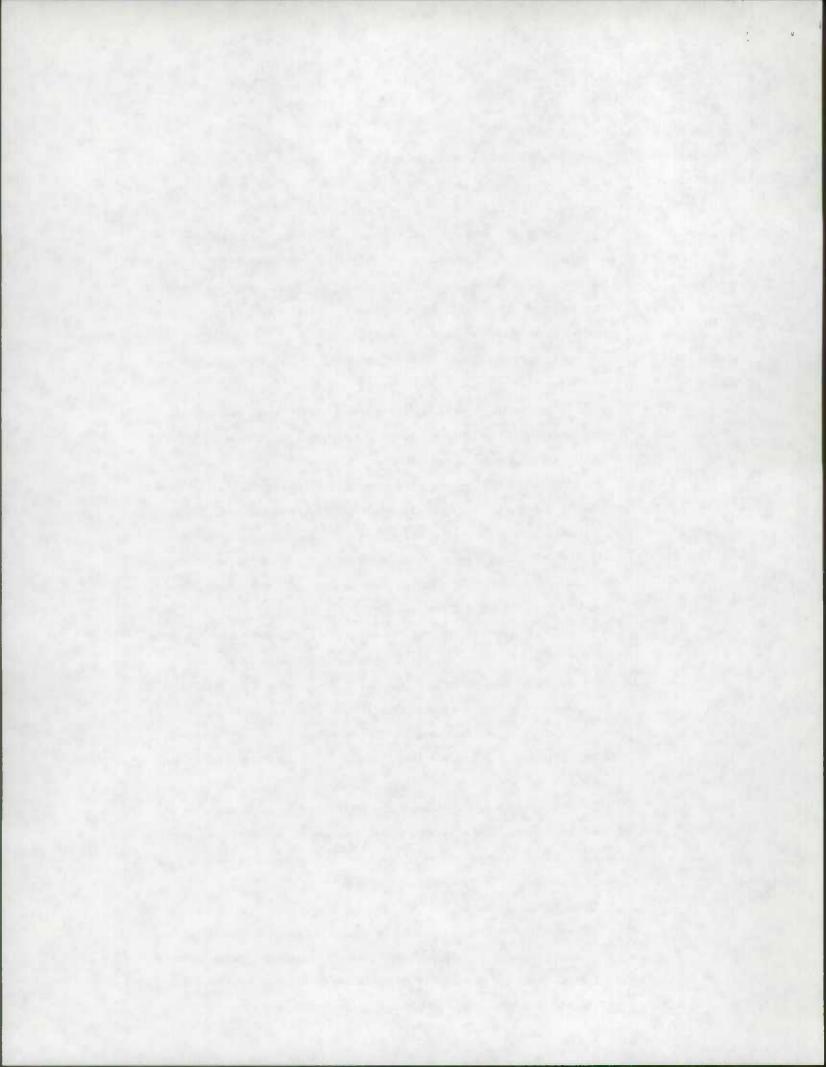
WHEREAS, the County desires and is willing to cooperate with the Administration in carrying out the objectives of the Federal-Aid Act, (Section 322, Chapter 3, Title 23, U.S. Code) all in accordance with the regulations, policies and procedures of the Federal Highway Administration.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the payment of One Dollar (\$1.00) by each party to the other, receipt of which is hereby acknowledged, and further consideration of the respective benefits to and of the parties, the Administration and the County agree as follows:

- 1. The Administration sgrees, on behalf of the County, to make preliminary and final designs, prepare specifications, estimates, and contracts with their own forces or by utilizing the services of a consulting engineer whose work will be reviewed by State forces.
- 2. The County shall provide all necessary right-of-way for the conatruction of the project, and said right-of-way shall be of the width and otherwise conform to the requirements of any law applicable thereto, and the requirements of the Federal Highway Administration. The Administration's Office of Real-Estate shall be available to provide the necessary relocation and right-of-way acquisition assistance.
- 3. Construction of the project shall be subject at all times to inspection by representatives of the Administration and the Federal Highway Administration so as to insure full compliance with law, rules, and regulations relating to projects upon which Federal funds are being expended. The Administration shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable Administration contracts.



- 4. All construction work shall be performed in accordance with the standard specifications of the Administration or as specifically authorized by project approval.
- 5. Project costs include, but are not limited to, preliminary engineering (studies, surveys, design, preparation of construction plans and documents), right-of-way acquisition, payments to contractors, utility adjustments, railroad adjustments, safety services, construction engineering (construction inspection, material testing, etc.).
- 6. Approved State standard plans shall be used to the maximum extent practicable.
- 7. Subject to prior written approval of the County and prior authorization of the Federal Highway Administration, the Administration shall advertise for bids and award the contract.
- 8. Since the agreement covering Federal reimbursement will be between the Administration and the Federal Highway Administration to secure Federal participation, it is understood and agreed that all work and all expenditures shall be in accord with the approved plans, specifications and estimates, except as modified by changes having prior approval of the Railroad, County, and the Federal Highway Administration.
- 9. All contracts for work on the project will be between the Administration, on behalf of the County, and the successful bidder; however, the County assumes no legal liability in connection therewith. The Administration agrees to save the County harmless from all law or equity suits for or on account of all contracts and construction, or from any liability whatever, either directly or indirectly arising from or out of said contracts or construction.
- 10. All materials incorporated in the project shall be tested and incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the Administration will be used to the extent practicable for this purpose.
- ll. After the project is completed, the County shall have ownership of the new bridge structure/approaches and will keep open to traffic and maintain the project in a satisfactory manner and make ample provision each year for such maintenance, and further agrees to regulate and control vehicular traffic and parking in conformity with Administration requirements.



12. The County further agrees that all signs, signals and markings shall be installed as part of this project and shall conform to the Manual of Uniform Control Devices approved by the Federal Highway Administration, and that future changes in traffic control measures will be subject to prior approval of the Federal Highway Administration.

13. The County agrees that, where unsatisfactory maintenance is called to the attention of the County by the Administration, immediate corrective action shall be taken.

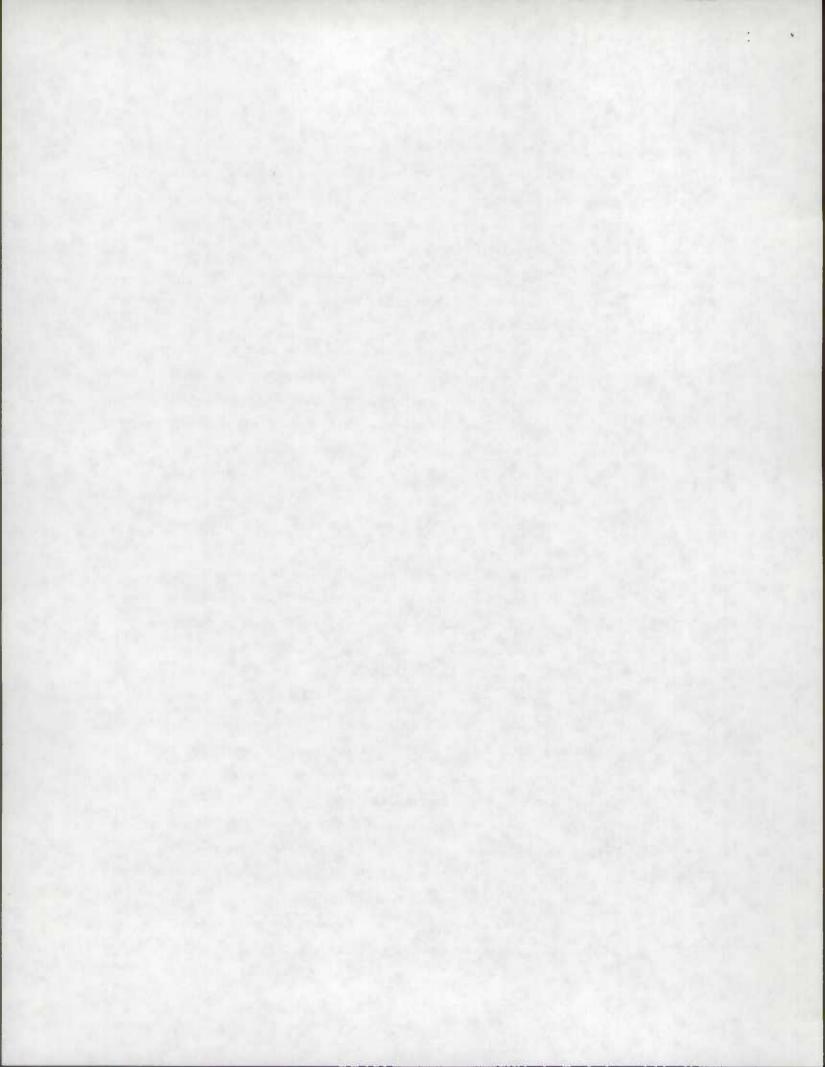
l4. The right-of-way provided for said improvement shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands, or other private installations shall be permitted within the right-of-way limits, and no additional traffic control lights shall be installed on the project without prior approval of the Administration.

15. The County is to be notified prior to the beginning of the fiscal year the construction is to be scheduled for each of the two grade separations in order to budget the estimated amount of monies required in the County's Capital Improvement Program.

16. For any grade crossing on a road which is included on the Federal-Aid System, the County will not participate in the project costs. For any grade crossing on a road which is not included on the Federal-Aid System, however, the County agrees to participate to the extent of ten (10) per cent of all direct project costs, as enumerated in Section 5 of this Agreement, which are eligible for Federal reimbursement. Prior to the award of any construction contract to the successful bidder, the County will deposit with the Administration, the sum of \$126,900+ being the County's estimated cost of participation in this project. These estimated monies are subject to inflationary conditions that may warrant additional costs.

17. During the performance under this Agreement, the County, for itself, its assigns and successors in interest, agrees to comply with all statutes and regulations of the Federal Government and the State of Maryland relative to nondiscrimination in federally-assisted programs.

18. This Agreement shall inure to and be binding upon its parties hereto, their successors and assigns.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written.

Approved as to form and legal sufficiency this 12 day of July 1974.

Chief Engineer
State Highway Administrator

Approved as to form and legal sufficiency this 2 day of July 1974.

Administrative Special Attorney

RECOMMENDED FOR APPROVAL:

Attest:

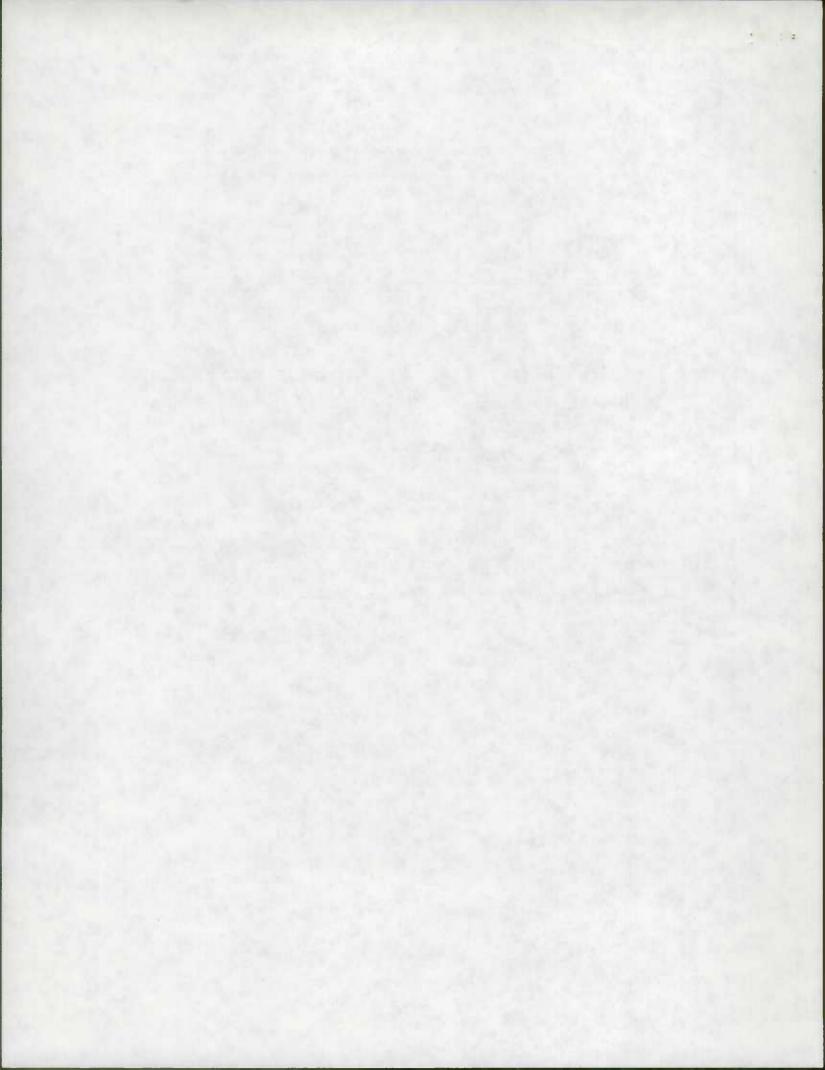
BALTIMORE COUNTY, MARYLAND

Approved as to form and legal sufficiency this 2 day of June 1974

Scholar Shelf

County Attorney

COUNTY SULICITOR



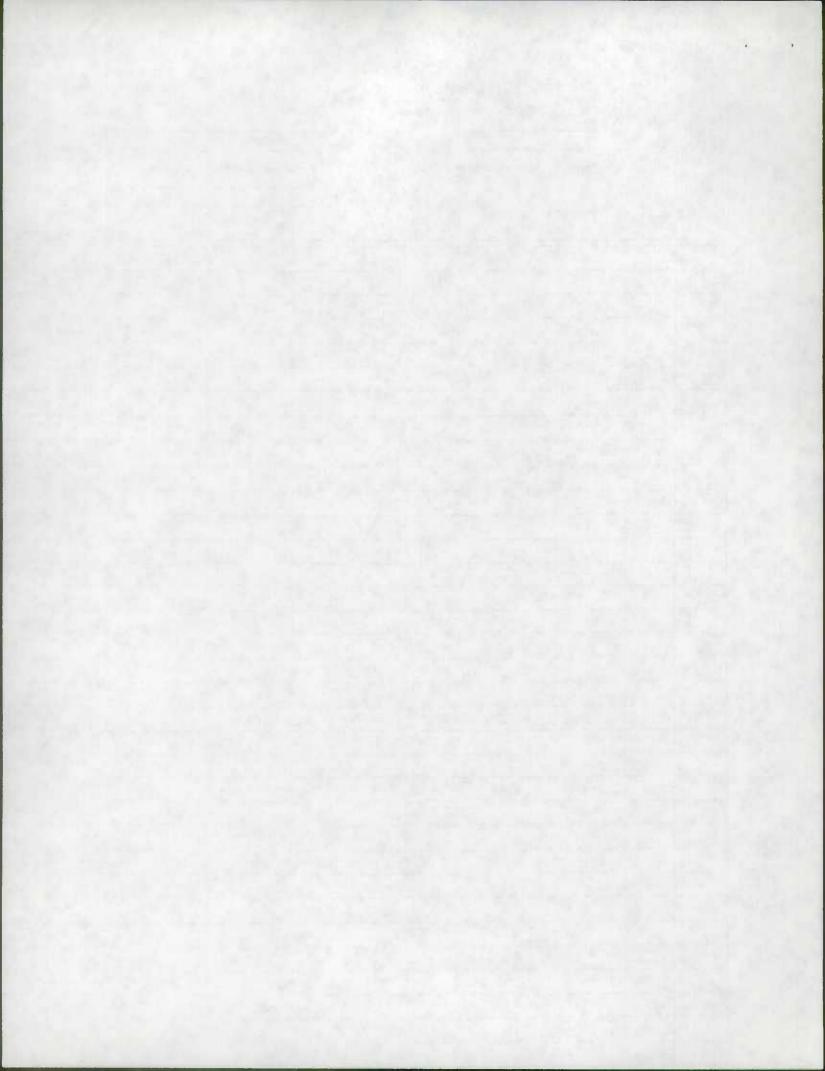
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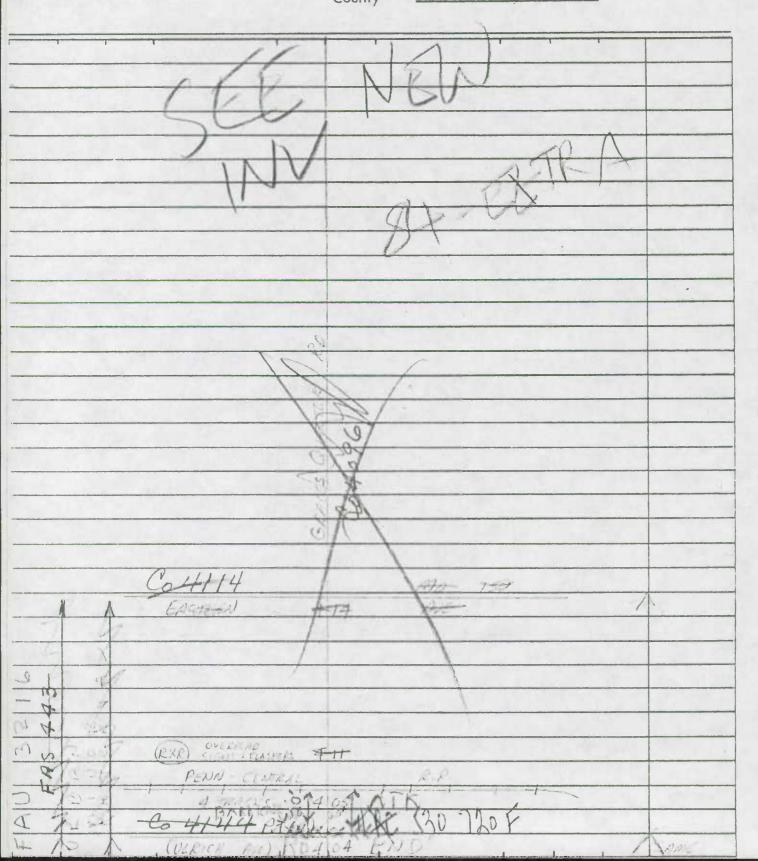
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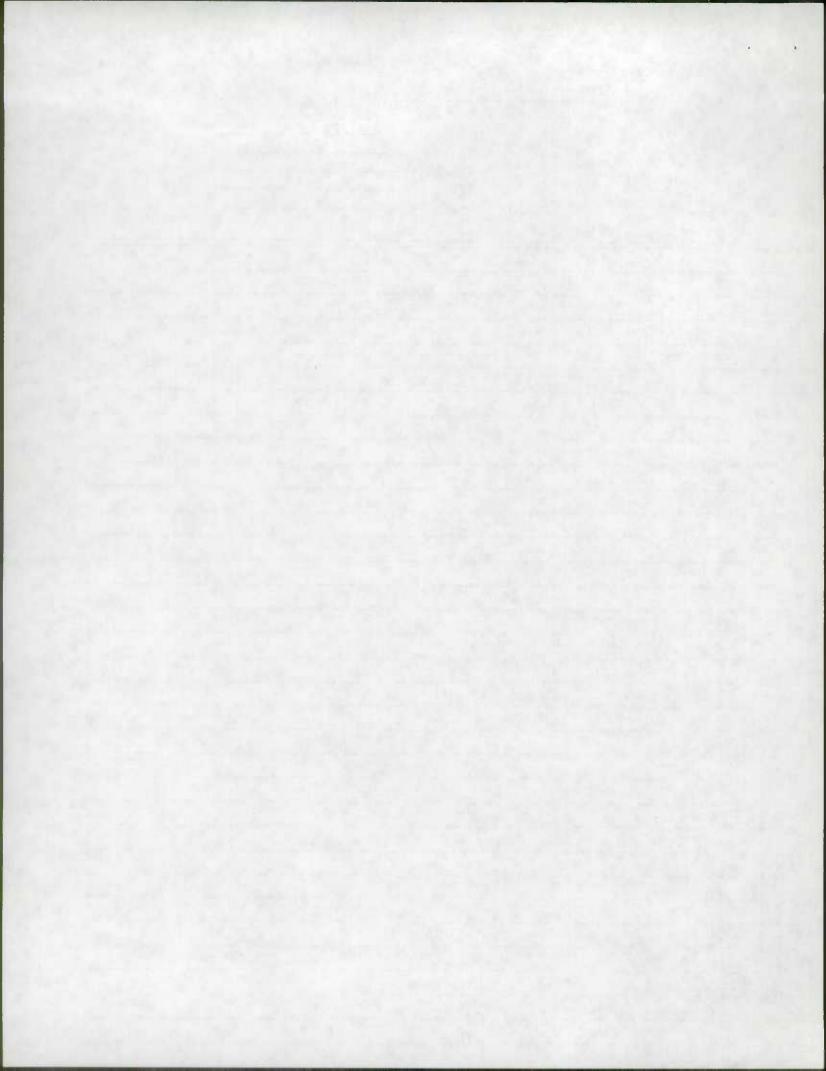
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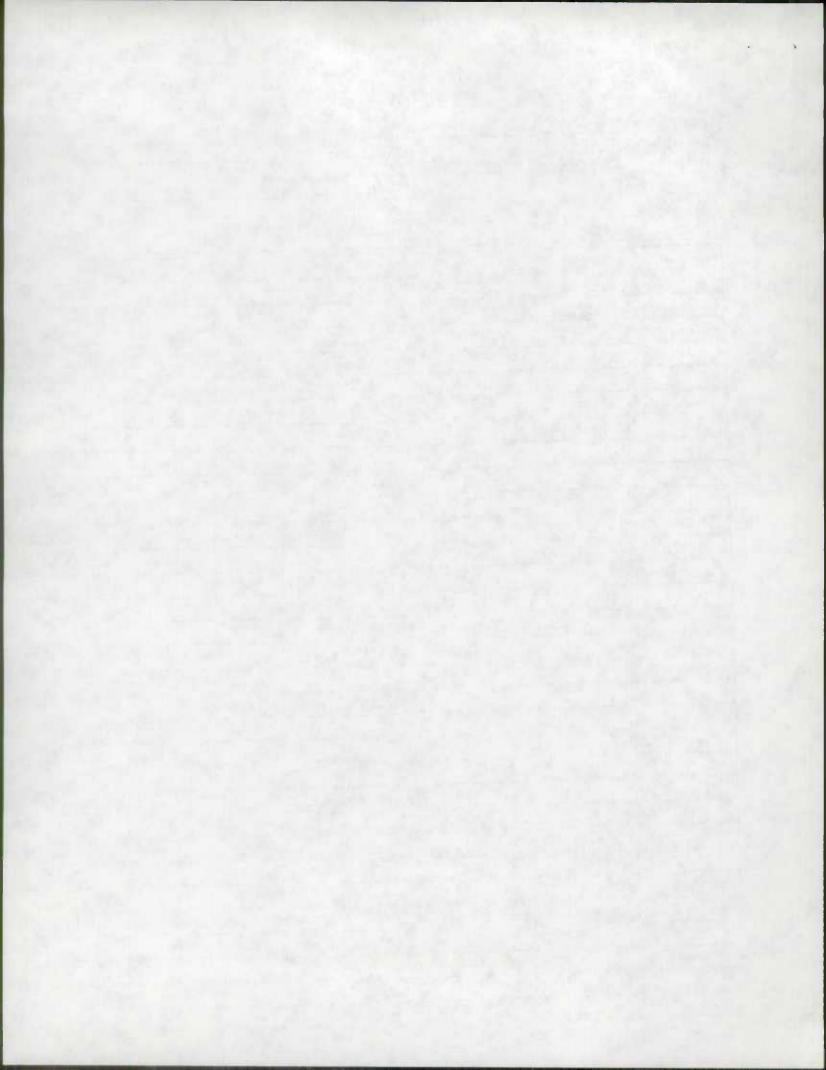
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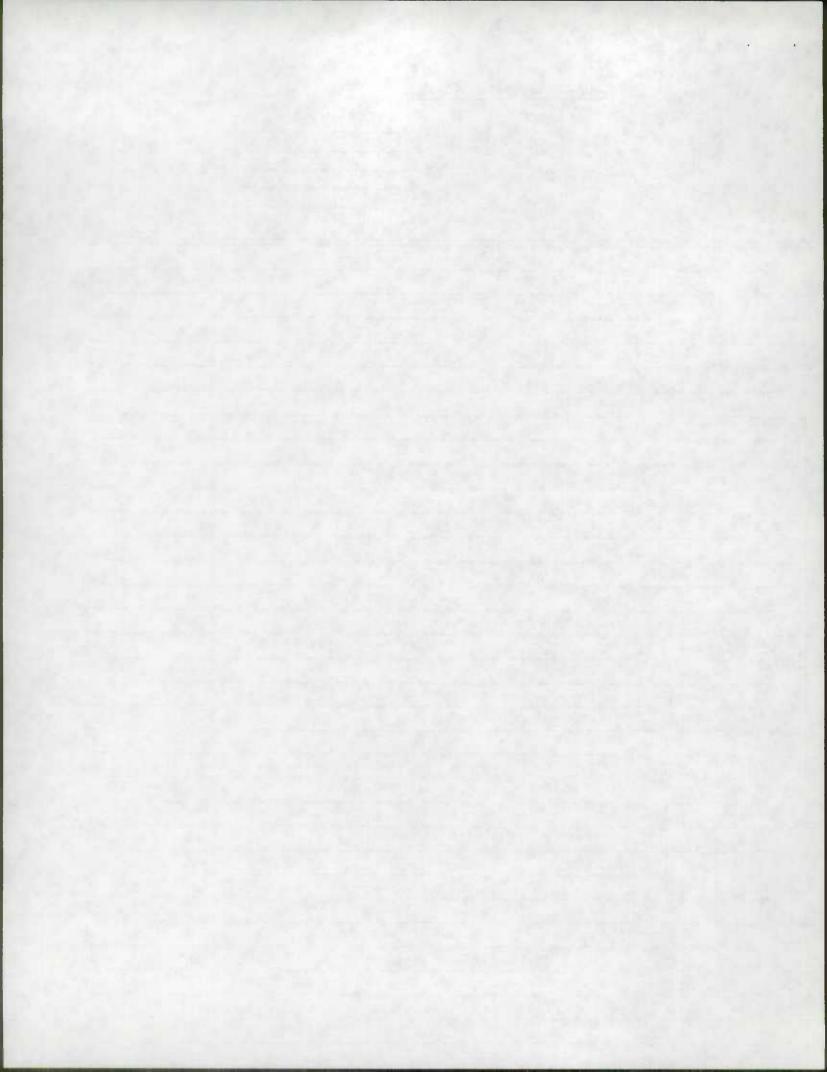


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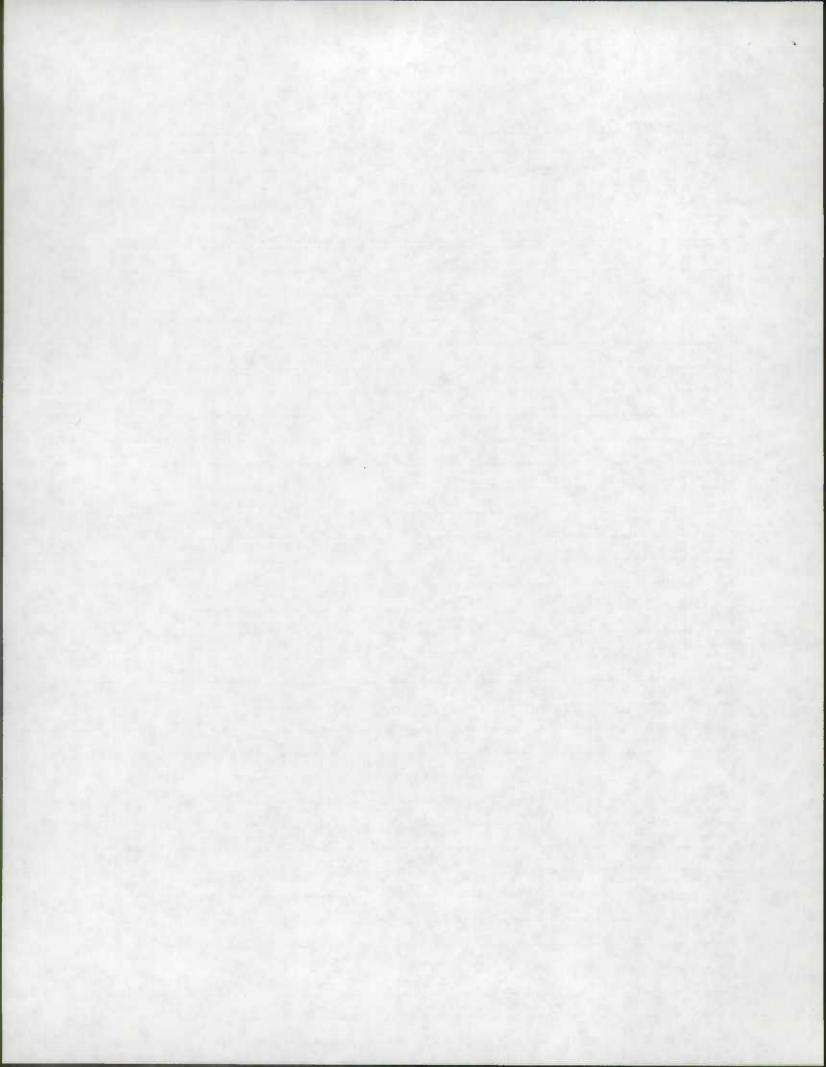


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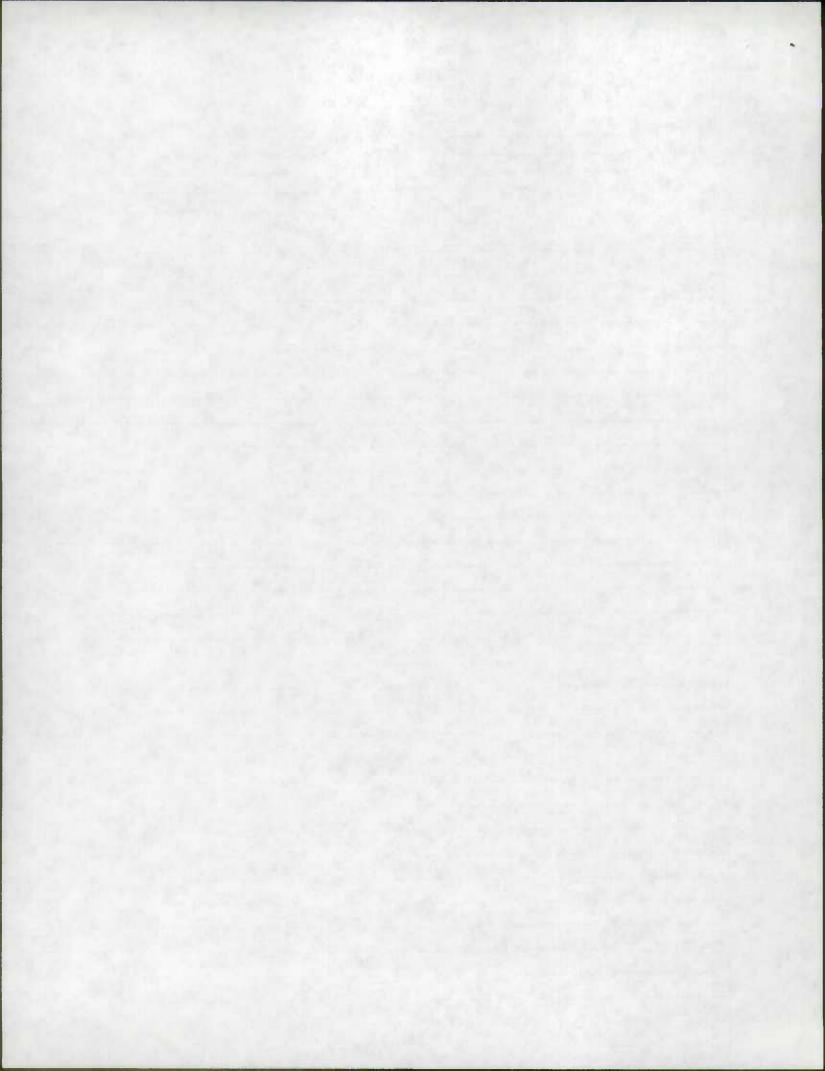


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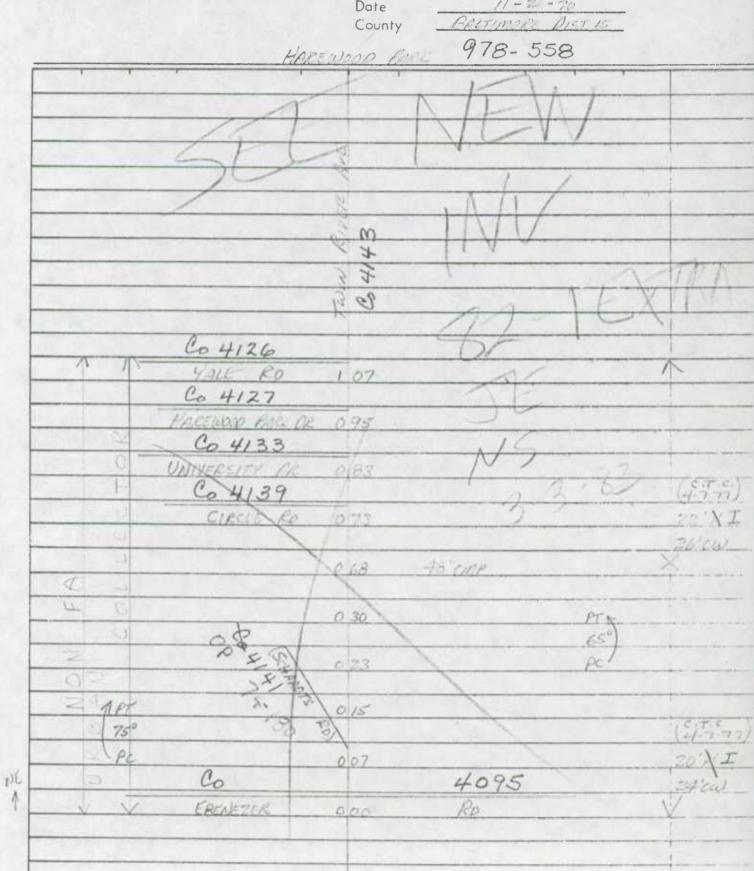


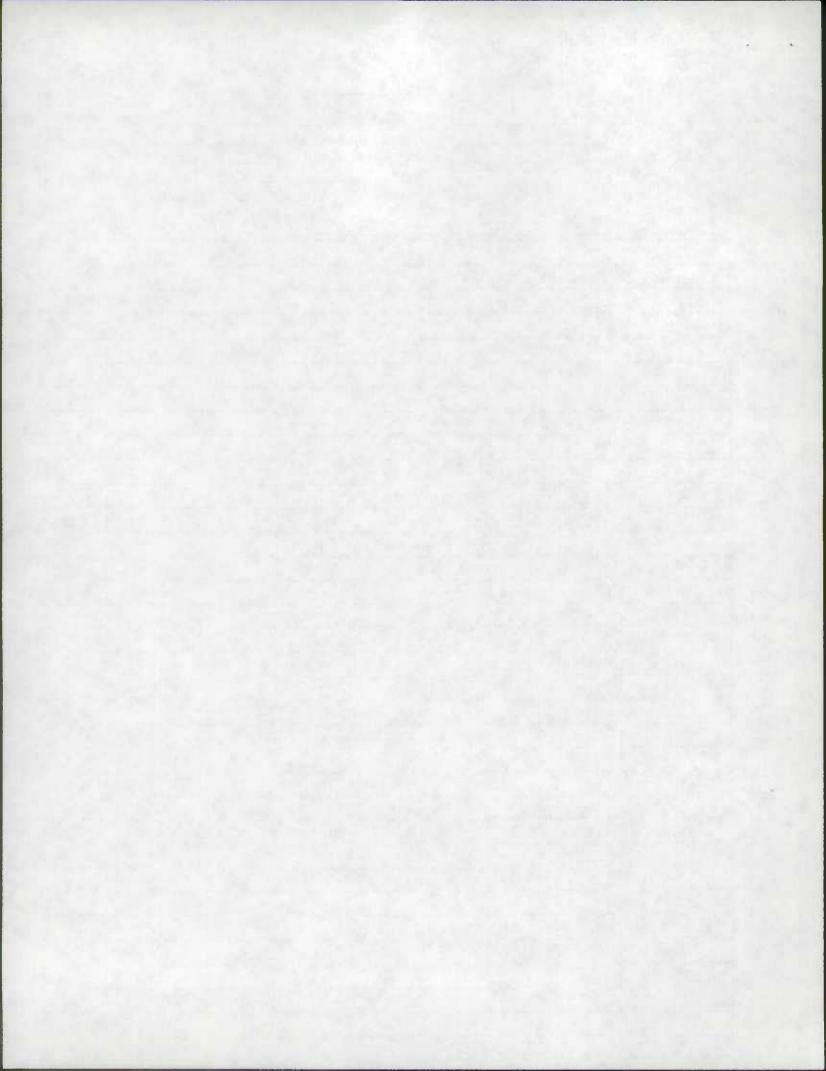
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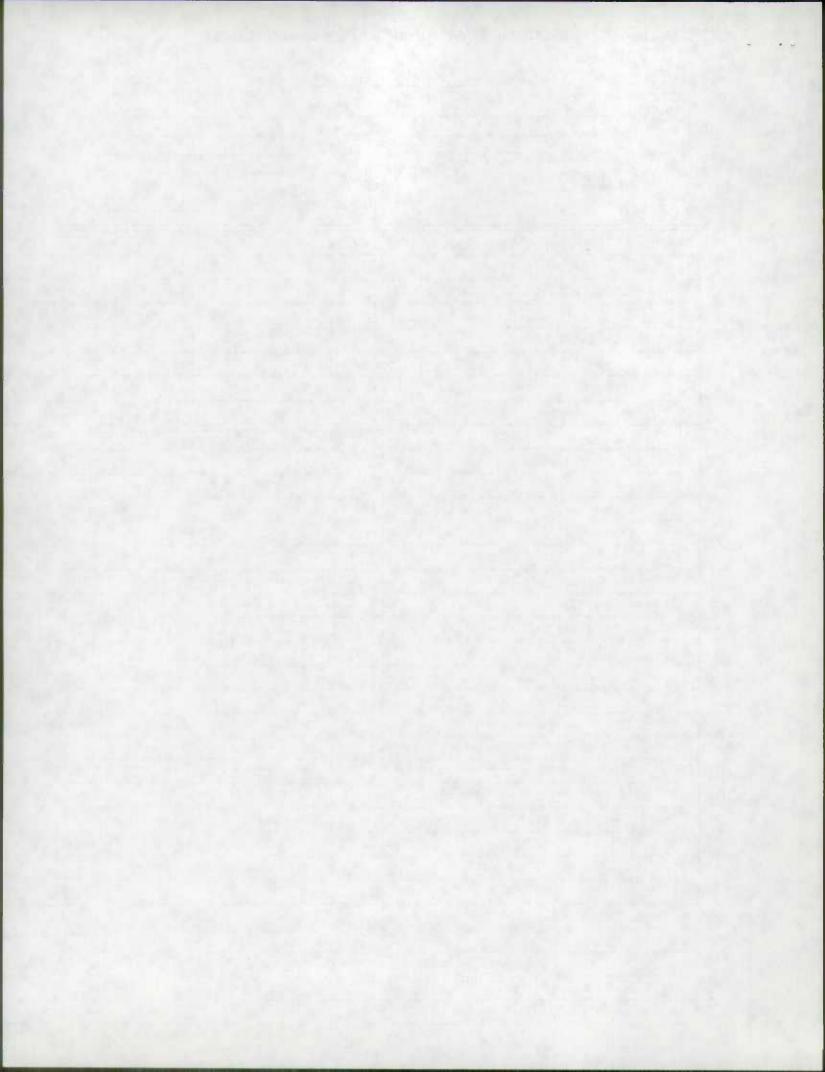
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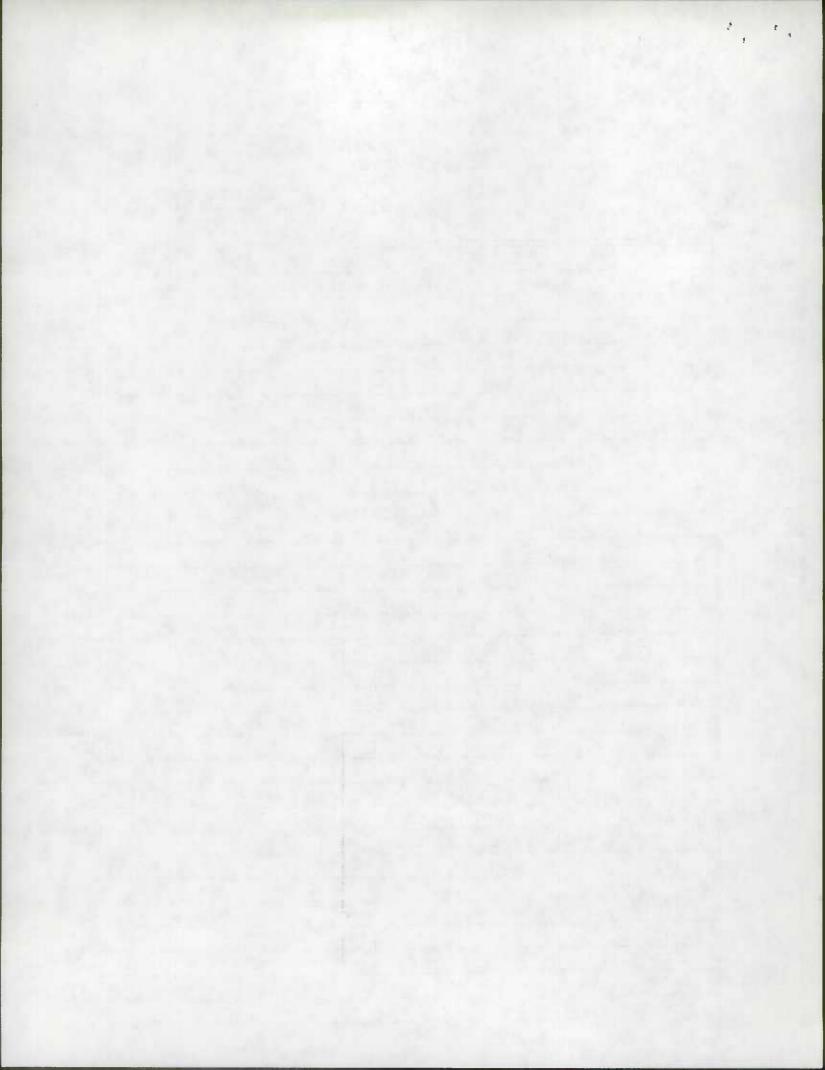
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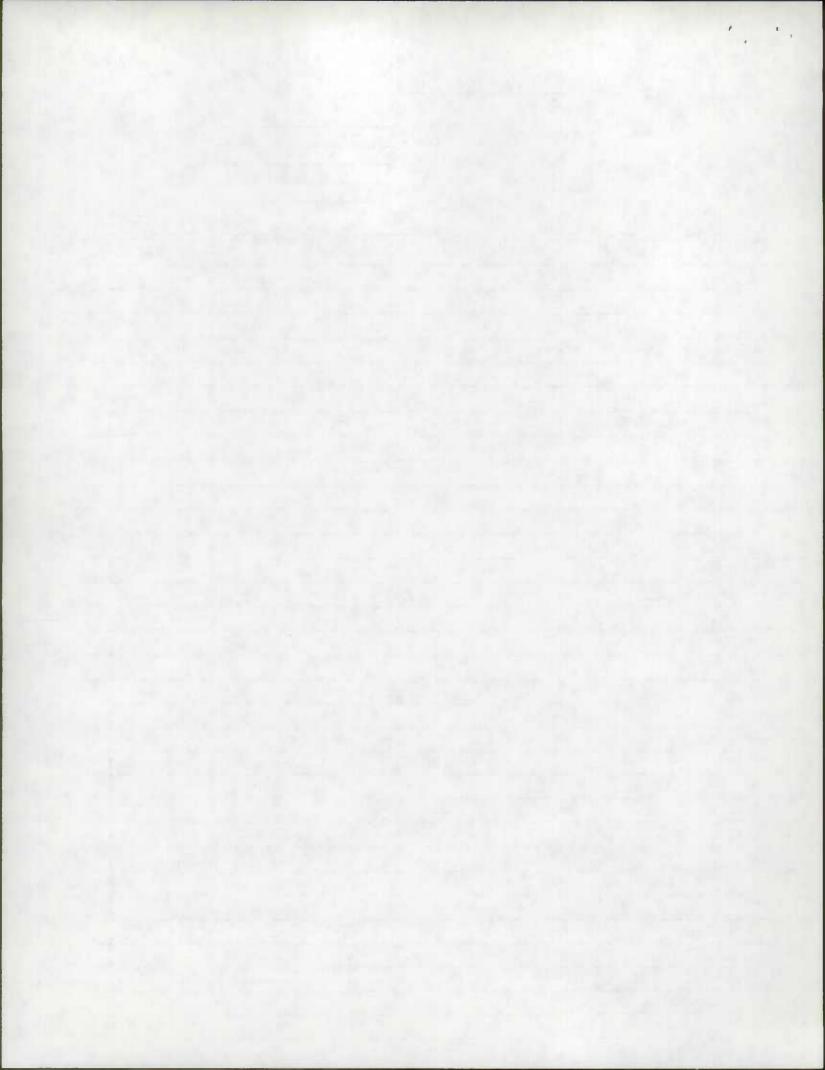
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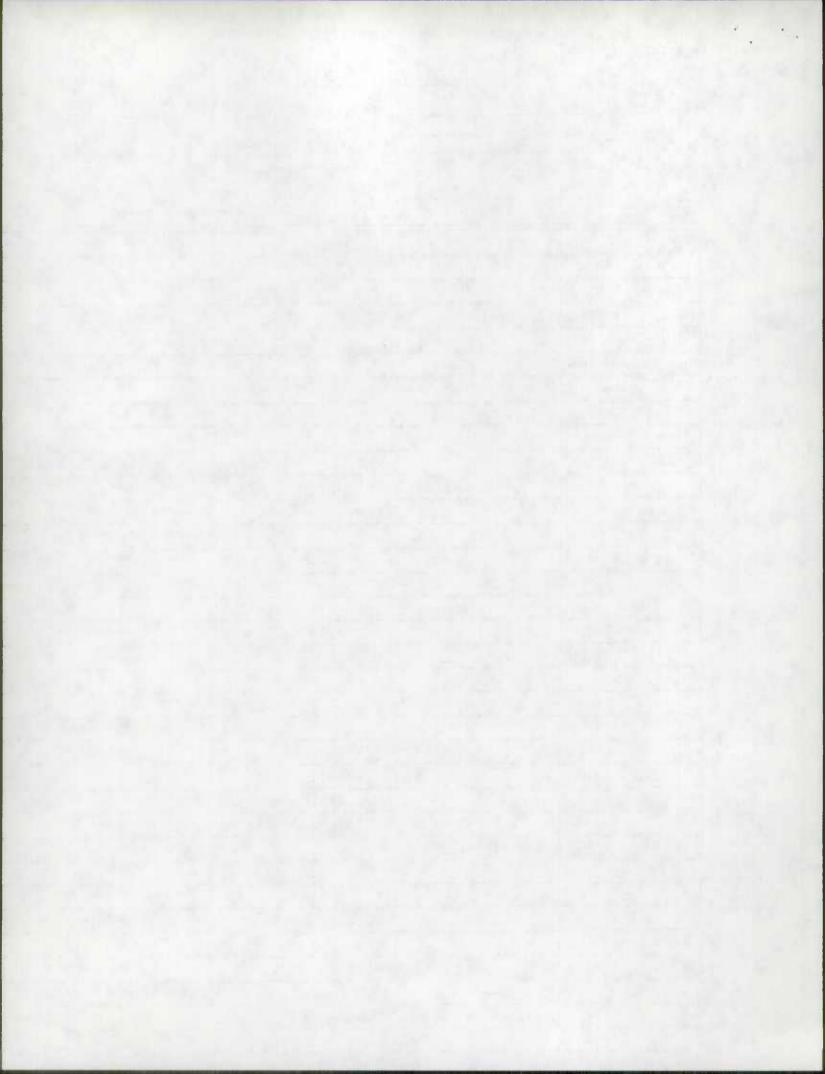
2-3 FSH

28'CW

2ML

Co

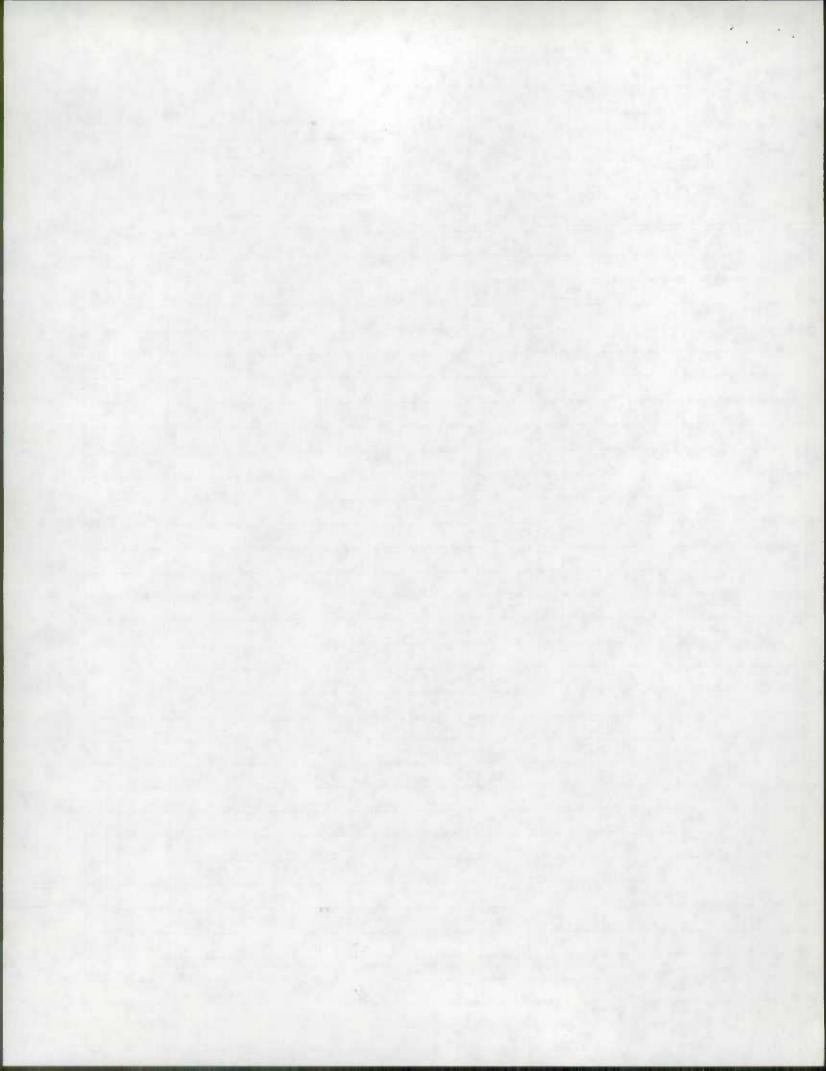
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ROAD INVENTORY SHEET

Road No. CO 4090
Road Name ERFINEZER RD
Sheet No. 4 0F4
Date 20 FEB 1985
County BALTIMORT

	State Coordinates
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Party Chief

Recorder Helper

STATE HIGHWAY ADMINISTRATION OF MARYLAND

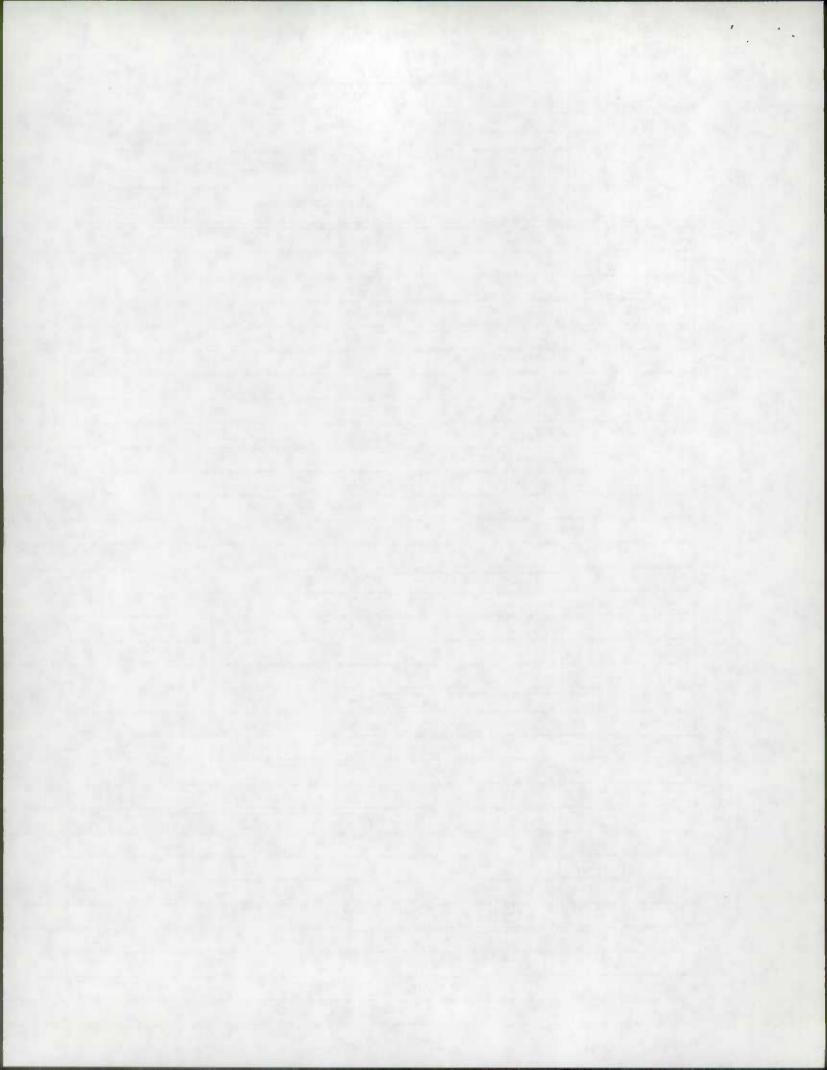
ROAD INVENTORY SHEET

Road No. Co 4096

Road Name GRACES QUARTERS FOR ACES QUARTERS FOR

5R 08

Map No. 17-D	Date 314 83 County	e de la companya de l
22-Extra "1	State Coordinates 978-557	
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EBENEZER RD		24'I
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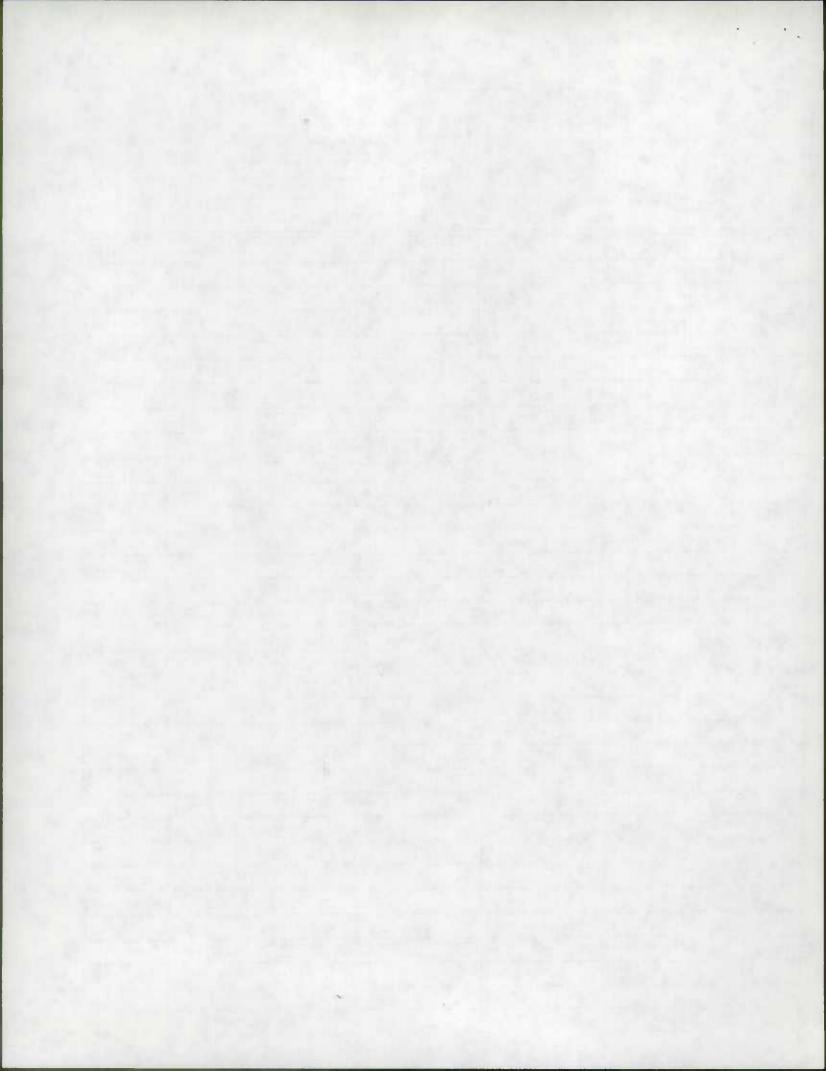


ROAD INVENTORY SHEET 5 1 136

Road No. Co. 4096

Road Name GRACES QUARTERS D. Sheet No. 2 0F 2 3 \ 4 \ 83 County BALTO. Co.
State Coordinates 978-557

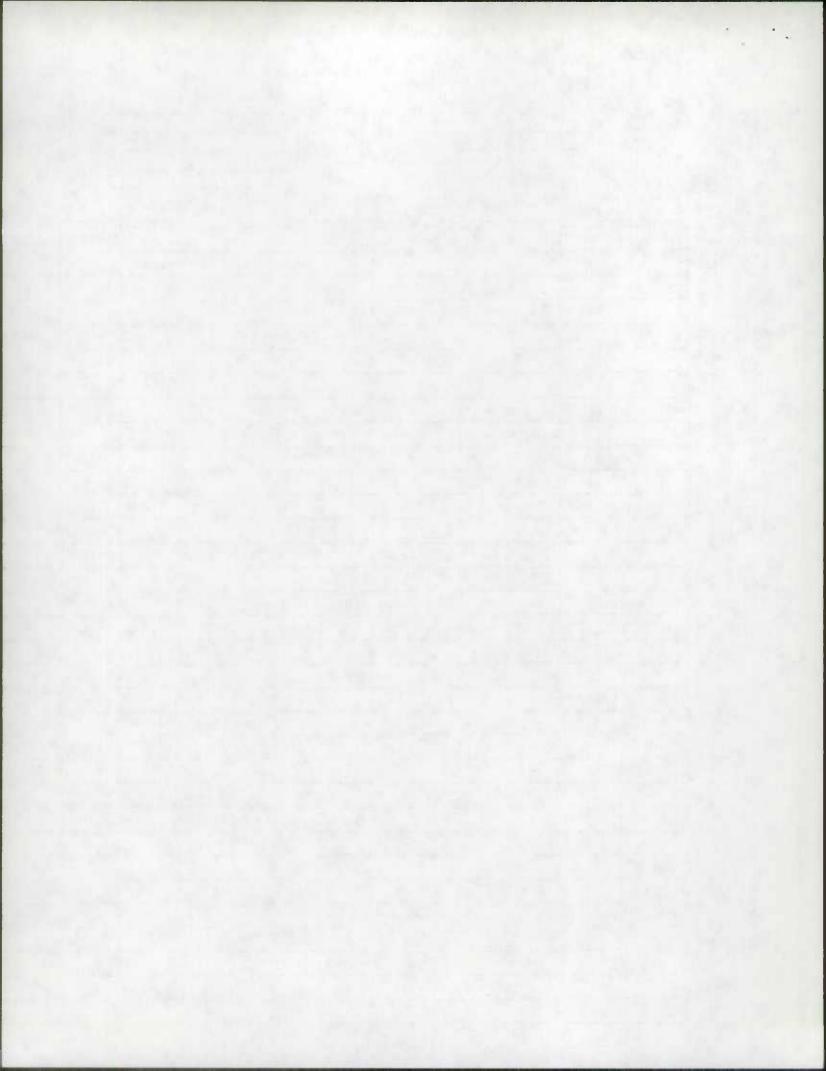
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STATE HIGHWAY ADMINISTRATION OF MARYLAND

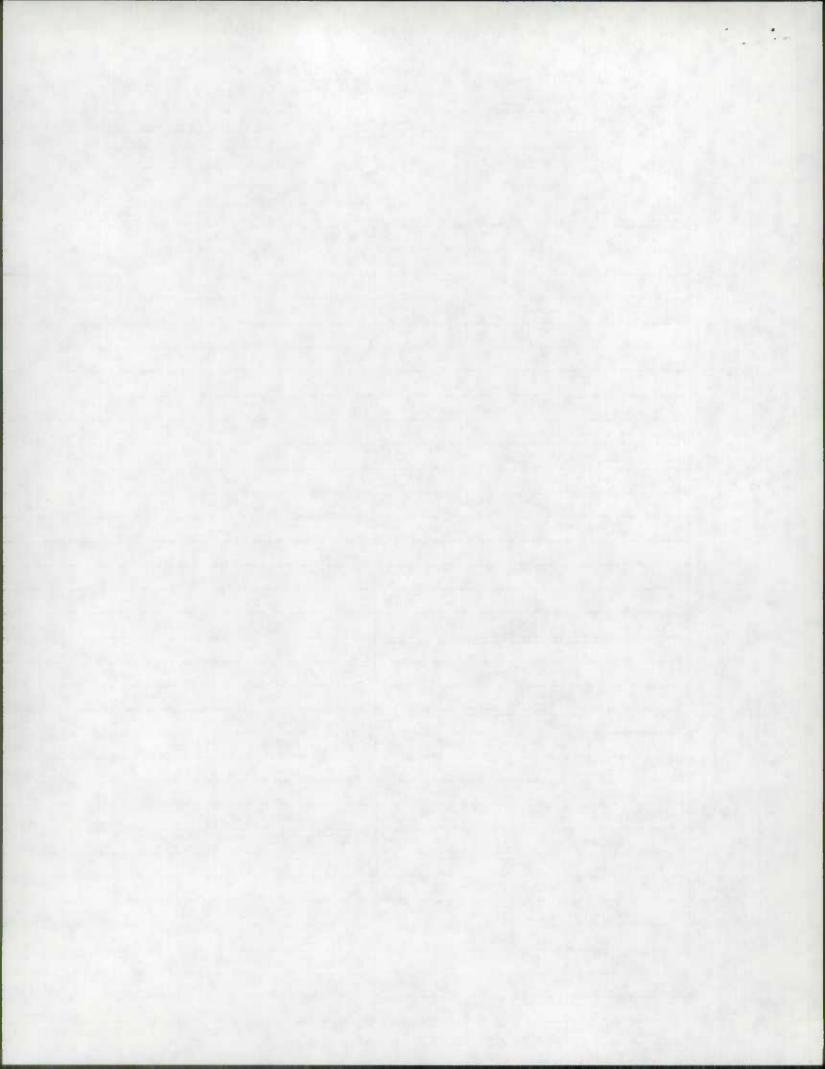
ROAD INVENTORY SHEET

Helper	10.17-D 25	Sh Do	ad No. CO 4109 ad Name CUNNINGHILL Co eet No. 107-1 ite bunty ate Coordinates 983-560	<u>ve</u> 85.
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SHA 51.3-8 STATE HIGHWAY ADMINISTRATION OF MARYLAND

11-13-72	N 11 / C	ITODY CHEET	
Party Chief Recorder Helper Map No. 17-D (23-123-124)	IIV VEN	Road No. Co 4110 Road Name OLIVERWOOD RD Sheet No. 1 Date 3 4 6 6 County State Coordinates 983-561	
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OLIVER BEACH CO. 4111	XD.		
Co. 4111	0	00	1.



Helper

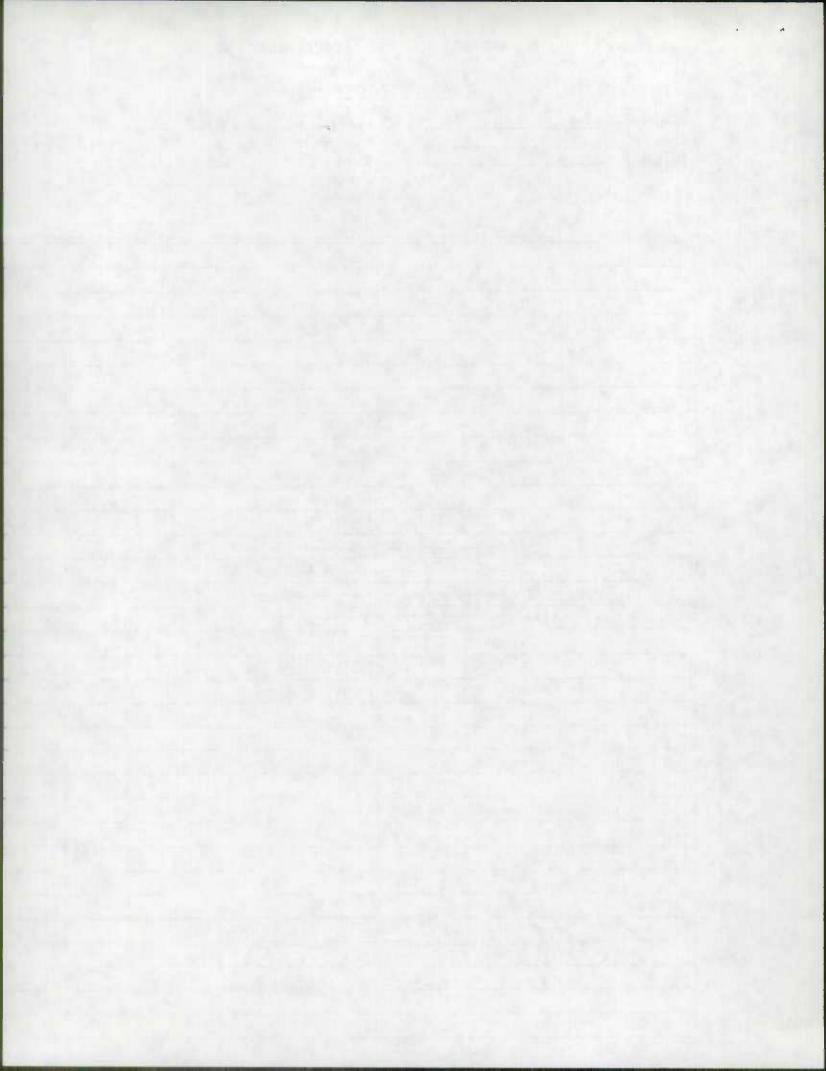
Party Chief $\frac{J.E}{N-S.}$

STATE HIGHWAY ADMINISTRATION OF MARYLAND

ROADINV	ENTORY SHEET		
	Road No. Road Name Sheet No.	CO 6568 EBENEZER	R

17-D C-13-D Date

82-EXTRA #3		County BALTO. Co. State Coordinates 978-55		1
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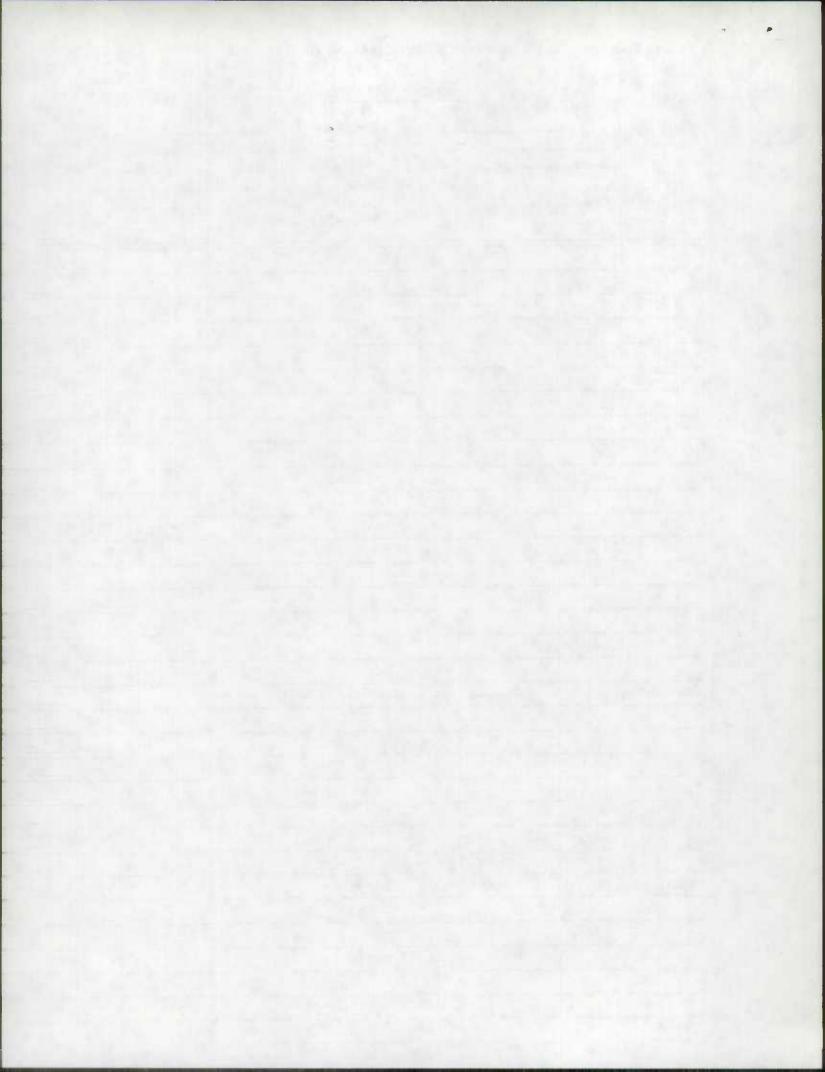


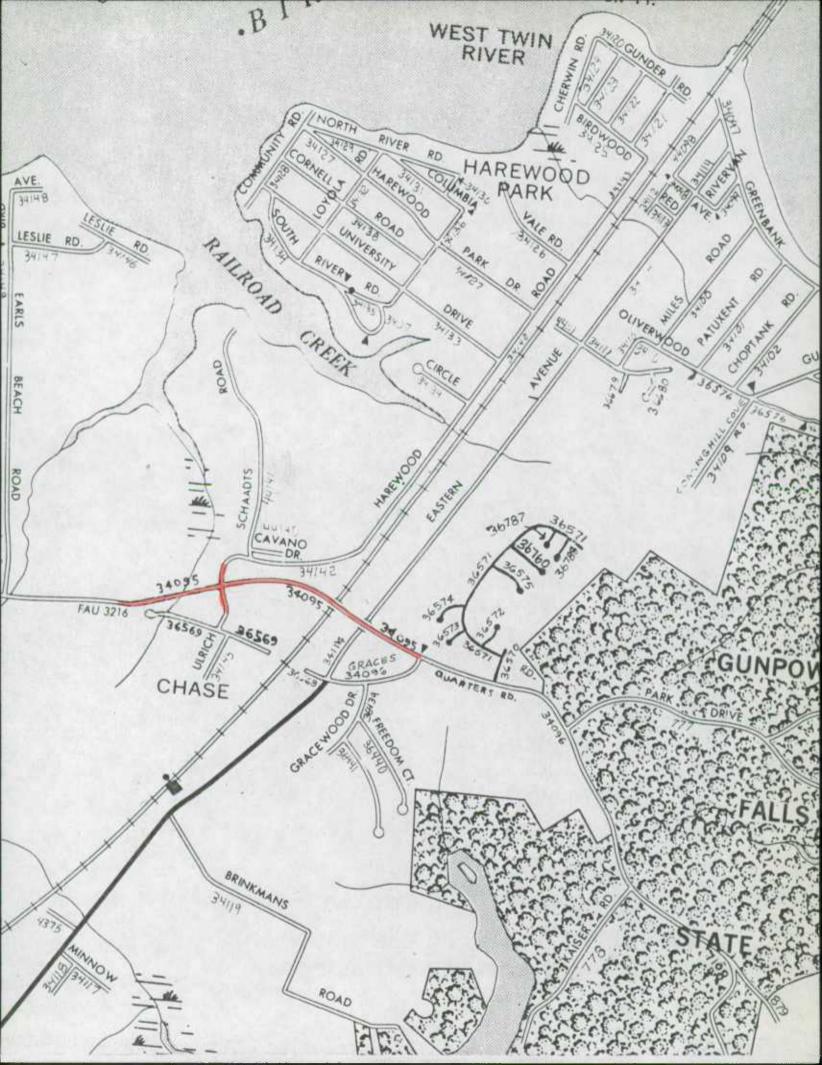
STATE HIGHWAY ADMINISTRATION OF MARYLAND

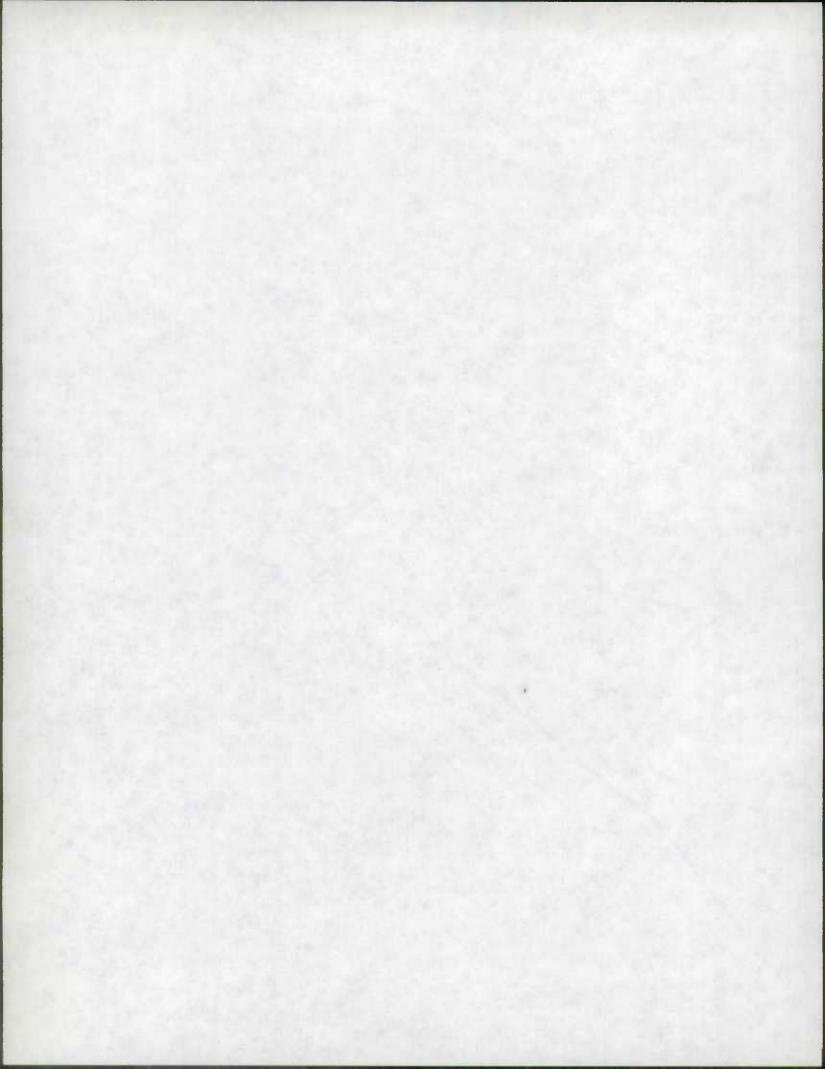


ROAD INVENTORY SHEET

Party Chief JE Recorder BM		Road No. <u>CO (569</u> Road Name <u>EBENEZER</u> RD	
Helper		Sheet No. 10F1	
Map No. CH3-D		Date 20 FEB 1985	
84 EX		County <u>BALTIMORE</u> State Coordinates <u>978 - 557</u>	
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	ENEZER	409	
	SEPIEL		







Bocher



Maryland Department of Transportation

State Highway Administration

William K. Hellmann Secretary Hal Kassoff

Administrator

PLEASE REPLY TO: OFFICE OF DISTRICT ENC 2323 WEST JOPPA ROAD BROOKLANDVILLE, MAF

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District Engineer

CRO:dj

cc: Chief Engineer

Deputy Chief Engineer- Operation
Deputy Chief Engineer- Materials & Research
Asst. Chief Engr.- Construction & Maintenance

Accounting Division

_Bureau of Highway Statistics
Northern Regional Laboratory
Construction Division

Chief, Bureau of Construction Inspection Chief, Construction Contracts Section

Utility Engineer- District 4 E.E.O. Officer- District 4

Sketchbook Reviewer

District Engineer- F.H.W.A.

Area Engineer

Office Engineer- Maintenance

Asst. Comptroller- Bureau of Budget and Program Management

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