

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The DELAWARE DEPARTMENT OF TRANSPORTATION  
AND  
The DELAWARE NATURE SOCIETY  
FOR  
THE PRESERVATION, ENHANCEMENT AND PROPER MANAGEMENT OF  
THE RED CLAY VALLEY SCENIC BYWAY**

This Memorandum of Agreement (MOU) is hereby made and entered into by and between the Delaware Department of Transportation (DELDOT) and the Delaware Nature Society (DNS), the coordinating agency for the Red Clay Valley Scenic Byway (BYWAY).

**A. BACKGROUND:**

On March 31, 2005, through the initiative of DNS, DELDOT designated a network of 28 roads within the Red Clay Valley area as State Scenic and Historic Highway. A map of what is now known as the Red Clay Valley Scenic Byway is attached as part of this MOU. The designation was made through the State Scenic and Historic Highway (SSH) Program that DELDOT manages, the purpose of which is to identify, promote, preserve and enhance outstanding roadways in Delaware.

**B. PURPOSE:**

The purpose of this MOU is to develop and expand a framework of cooperation between DELDOT and DNS to:

- develop and implement a process for communicating and coordinating transportation projects within the BYWAY; and
- pursue mutually beneficial programs, projects and activities that will preserve, promote and enhance the character-defining features of the BYWAY.

**C. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:**

The mutual benefit for both parties is to provide a public service to protect the intrinsic qualities of the BYWAY to fulfill the mission of the SSHH Program to “showcase the natural beauty and unique features of the state and foster the preservation of natural, cultural and historic resources” (Delaware State Scenic and Historic Highways Program Vision) and “protect and/or enhance State Scenic and Historic Highways and their resources through a coordinated management program while ensuring safe operation of these routes” (Program Goal 2).

**D. IN ACCORDANCE WITH THIS MOU, DELDOT and DNS shall:**

1. Work closely together to identify opportunities for transportation improvements, context sensitive design solutions, education and assistance, etc. and jointly pursue such projects as appropriate to manage the resources and roadways of the BYWAY.
2. Develop an early notification process to inform the BYWAY Steering Committee/Management Entity of major capital road improvements, and construction activities within the BYWAY, including the scheduling thereof, opportunities for public input, etc.
3. Disseminate information and coordinate projects along the BYWAY through the Byway Steering Committee/Management Entity.
4. Include the BYWAY Steering Committee/Management Entity technical expertise in developing transportation programs and solutions that are sensitive to BYWAY resources.
5. Create procedural guidelines for engineers, designers and planners who work on projects that impact the BYWAY.
6. Coordinate the creation of the context sensitive design guidelines for Delaware Byways so that the context sensitive design materials compiled for and germane to the BYWAY are appropriately referenced.
7. Work with groups such as the Delaware Greenways, the Delaware Bicycle Council and other local bicycle and trails organizations as appropriate to coordinate safety and public access issues within the BYWAY. It is understood that the BYWAY does not anticipate expanded tourism or recreation, does not encourage bicycle usage on roads other than those designated by DELDOT as having average or above average cycling conditions, and recognizes that pedestrian access will remain limited to public institutions given the predominance of private land.
8. Consider improving signage within the BYWAY (consolidate, remove or add), with the understanding that the same will be in accordance to existing standards and subject to the availability of funds.
9. Strive to promote the BYWAY at public workshops intended for transportation projects within the area.
10. Assess the viability of delisting Route 82 as a state highway.
11. Review this agreement no less than annually and modify as necessary to further implement the Plan.

**F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. **PARTICIPATION IN SIMILAR ACTIVITIES**. This instrument in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **TERMINATION**. Either party may terminate, in writing, the instrument in whole, or in part, at any time before the date of expiration.
4. **PRINCIPAL CONTACTS**. The principal contacts for this instrument are:

Michael E. Riska  
Executive Director  
Delaware Nature Society  
P.O. Box 700  
Hockessin, DE 19707  
302-239-2334

Carolann Wicks  
Secretary  
Delaware Department of Transportation  
800 Bay Road  
P.O. Box 778  
Dover, DE 19903  
302-760-2128

5. **NON-FUND OBLIGATING DOCUMENT.** This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for State procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for a noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for services must fully comply with all applicable requirements for competition.
6. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective for a period of one (1) year from such date at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below and agree to actively abide by its terms.

## FOR DELDOT:

## FOR DNS:

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Carolann Wicks, P.E. Date  
Secretary