

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

INTERLOCAL SOIL EROSION AND SEDIMENTATION CONTROL AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of October 2013 by and between the TOWN OF PITTSBORO, a municipal corporation of the State of North Carolina located in Chatham County, North Carolina, hereinafter referred to as “Town”, and the COUNTY OF CHATHAM, a North Carolina body politic and corporate, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the County currently has an established local soil erosion and sedimentation control program designed to regulate certain land-disturbing activities to control accelerated soil erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses and other public and private property by sedimentation, and to otherwise protect the public health, safety and general welfare to all of the people within its boundaries including residents of the Town; and

WHEREAS, Article 20 of Chapter 160A and NCGS§ 113A-60 of the General Statutes of North Carolina provides that two or more local government units are authorized to establish a joint program and to enter into any agreements that are necessary for the proper administration and enforcement of the program; and

WHEREAS, property is being developed for residential and non-residential purposes within the Town’s town municipal limits and extraterritorial jurisdiction and such future development generally involves certain land-disturbing activities; and

WHEREAS, these developments are partially regulated by the Town for some planning purposes, but soil erosion and sedimentation control protection services have previously been furnished by the Department of Environment and Natural Resources, Division of Energy, Mineral and Land Resources, Land Quality Section; and

WHEREAS, the state resources are limited and inadequate to serve the needs of the Town and to assure the least detrimental effects from pollution by sedimentation attributable to such future development; and

WHEREAS, the County and Town would like to maintain a mutually beneficial relationship by which they may work together to reach common objectives without duplicative effort and expense;

NOW, THEREFORE, pursuant to NCGS §160A-460 and NCGS § 113A-60, et seq., the parties hereby agree as follows:

1. The Town appoints the County as its agent in connection with all phases of the implementation of the Town of Pittsboro Erosion And Sedimentation Control Ordinance.

2. The County for one dollar (\$1.00) and other good and valuable consideration in hand received does hereby accept the foregoing appointment as agent of the Town for the purposes set forth in Section 1 above.

3. Without limiting the generality of the foregoing, but by way of illustration and not of limitation, and with respect to the administration of said Ordinance:

a. County shall cause the Ordinance to be administered and enforced within the Town and its extra-territorial jurisdiction with written notification to the permittees and responsible parties that the County is acting on behalf of the Town;

b. The County will cause notice acceptable to the town to be provided in connection with the denial of permits, inspections, notices of violations and penalties for all activities regulated by the Ordinance within the Town and its extra-territorial jurisdiction.

c. The Town hereby assigns to the County all of its rights and powers under the Ordinance with respect to the administration and enforcement of the same and the County has the right to enforce in its own name or the name of the Town such rights; but this assignment by the Town does not prevent the Town from asserting said rights and powers on its own behalf.

4. To the extent permitted by law, the County shall indemnify and hold the Town harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the administration and enforcement of the Ordinance. The County shall be notified promptly by the Town of any action or proceeding brought in connection with any such claims arising from the administration and enforcement of the Ordinance.

5. The County and the Town may, from time to time, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names by their duly authorized representative as of the day and year first above written.

TOWN OF PITTSBORO

By: _____
Name:
Title:

COUNTY OF CHATHAM

By: _____
Name:
Title: