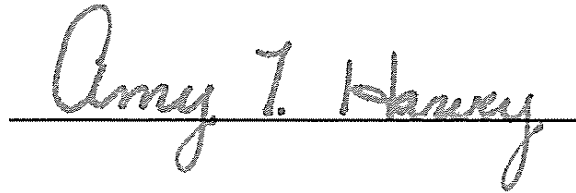


I, Amy T. Harvey, Deputy Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2021-05-05/R-6) adopted by the Chapel Hill Town Council on May 5, 2021.

This the 6th day of May, 2021.

A handwritten signature in cursive script that reads "Amy T. Harvey". The signature is written in black ink and is positioned above a solid horizontal line.

**Amy T. Harvey
Deputy Town Clerk**



A RESOLUTION TO AUTHORIZE THE TOWN MANAGER TO EXECUTE THE AMENDED AGREEMENT BETWEEN THE TOWN OF CHAPEL HILL AND ORANGE COUNTY FOR ENFORCEMENT OF SOIL EROSION AND SEDIMENTATION CONTROL (2021-05-05/R-6)

WHEREAS, the North Carolina Department of Environmental Quality has recommended that all NPDES Phase II communities that are relying on another entity to implement any of the six-minimum measures of the NPDES Phase II Municipal Separate Storm Sewer System (MS4) to consider including specific contractual items in any service agreement; and

WHEREAS, the Town of Chapel Hill delegated to Orange County enforcement of the Town's Ordinance for Soil Erosion and Sedimentation Control; and

WHEREAS, both Orange County and Town of Chapel Hill Attorneys reviewed the amended agreement and recommended that the Council accept the amended agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager to execute the amended Soil Erosion and Sedimentation Control Agreement between the Town of Chapel Hill and Orange County to add the contractual items recommended by NCDEQ, as described in the May 5, 2021 meeting materials.

This the 5th day of May, 2021.

ORANGE COUNTY

This Agreement is made and entered into the [number] day of [month], [year], by and between Orange County (County) and the Town of Chapel Hill (Town) for enforcement of Soil Erosion and Sedimentation (SE&S) Control regulations:

WITNESSETH

WHEREAS, the Orange County SE&S Officer and staff have enforced the Town's SE&S Ordinance in Chapel Hill since the mid-1970s pursuant to the resolutions adopted by the Town of Chapel Hill in 1976, 1979, and 1986; and

WHEREAS, on August 31, 1986, the Town of Chapel Hill annexed certain areas in Durham County, and on September 22, 1986, the Town Council adopted SE&S regulations that apply in all of the Town of Chapel Hill including areas of Durham County; and

WHEREAS, the Town and County desire to continue their coordinated SE&S regulations and enforcement procedures for consistency in all of the Town pursuant to an agreement under G.S. 160A-461 and the Town's SE&S Ordinance;

NOW THEREFORE the Town and County hereby agree as follows:

1. Orange County shall administer and enforce the Chapel Hill Soil Erosion and Sedimentation Ordinance in the Town of Chapel Hill, including areas outside Orange County, on behalf of the Town. Administration shall include by way of illustration without limitation: processing applications; collecting fees; reviewing plans; conducting field inspections; maintaining files and records; and issuing notices.
2. The Erosion Control Officer shall inform the Town's Director of Public Works and the Stormwater Management Division Senior Engineer of actions such as revocation of permits, imposition of requirements in addition to those in approved SE&S plans, appeals, and of similar occurrences significant to the administration and enforcement of the Ordinance; and shall in addition notify the Town Manager of such actions.
3. Orange County shall appoint the Erosion Control Officer and shall establish and collect application fees. The fees shall be subject to review and approval by the Town if such fees differ from those applicable in Orange County areas outside of the Town of Chapel Hill.
4. Orange County and the Town shall each establish a Primary Point of Contact (POC) to coordinate SE&S activities and requests. These POCs will also collaborate toward the issuance of monthly progress reports and data relevant to their programs.
5. Orange County shall notify the Town of Chapel Hill in writing through email within 3 business days if the County's delegated program is put on probation by the North Carolina Department of Environmental Quality, Division of Energy, Mineral and Land Resources (DEMLR). The written submission shall contain a description of the basis for the probation and its causes. Upon request of the Town, Orange County shall provide documentation relevant to DEMLR's determination. Within 3 business days of receiving notice from DEMLR that the Notice of Violation has been resolved and that the probationary status has

been lifted, Orange County shall provide this information and forward this notice to the Town through email. Notifications required by this paragraph shall also be given to the Town's Director of Public Works and the Stormwater Management Division Senior Engineer.

6. The County and/or the Town will reimburse the other party for any and all reasonable litigation costs, fees (including attorney fees), and expenses incurred incident to any suit, action or proceeding arising due to failure or neglect of the other party in fulfilling its duties to administer, enforce, and otherwise implement the agreed upon SE&S program components resulting in the suspension of delegated authority by the Division of Energy, Mineral and Land Resources (DEMLR).
7. This Agreement shall continue until terminated. The Town or County may terminate this agreement upon 120 days advance written notice to the County Manager or Town Manager, as appropriate.
8. The Town Manager or their designee and the Board of County Commissioners may amend this Agreement upon mutual concurrence and the Town Manager or County Manager may establish, upon mutual concurrence, administrative procedures to supplement this Agreement.

IN WITNESS WHEREOF, the Town and County have caused this instrument to be executed by the Town Manager and County Manager, and they have hereunto set their hands and seals on the day and year first written above.

For Orange County

Date: _____

Attest: _____

Date: _____

For the Town of Chapel Hill

Date: _____

Attest: _____

Date: _____

Approved as to form and authorization:

Town Attorney

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Fiscal Director

Date: _____