



RES12-1314-004

**JOINT RESOLUTION OF JOHNSTON COUNTY
AND THE TOWN OF PINE LEVEL, NORTH CAROLINA
CONCERNING EROSION AND SEDIMENT CONTROL**

WHEREAS, the Town of Pine Level has requested that Johnston County exercise and enforce Chapter 14, Article XII, Erosion and Sediment Control, County of Johnston, North Carolina Code of Ordinances within the corporate limits and extraterritorial jurisdiction of the Town of Pine Level; and

WHEREAS, Johnston County does hereby agree to this request; and

WHEREAS, pursuant to the execution of this agreement, both the Town of Pine Level and Johnston County understand this request must be heard by the North Carolina Sediment Control Commission for their endorsement prior to enforcement action of the Erosion Control Ordinance by the County in said jurisdiction; and

WHEREAS, by General Statute, the North Carolina Sediment Control Commission is the controlling authority for approval of such requests as the final action in the condoning process in the matter specific to Chapter 14, Article XII, Erosion and Sediment Control.

NOW THEREFORE, it is hereby resolved by Joint Resolution of the Board of Commissioners of the Town of Pine Level and the Board of Commissioners of Johnston County, acting in separate regular sessions of each respective body, as follows:

1. The Town of Pine Level relinquishes its jurisdiction within its corporate limits and extraterritorial zoning jurisdiction with regard to local enforcement of the erosion and sediment program pursuant to GS 113A-60, and hereby by agreement and resolution, grants to Johnston County jurisdiction within said areas for the purpose of administering a joint program pursuant to such statute as provided in Chapter 16, Article XII, Erosion and Sediment Control, County of Johnston, North Carolina Code of Ordinances.
2. Johnston County Board of Commissioners does agree to exercise jurisdiction to enforce the ordinance identified herein, within the corporate limits and extraterritorial zoning jurisdiction, pursuant to the authority set forth herein.

3. The initial terms of the Agreement shall be for a period of one (1) year, commencing on the 1st day of March, 2014, and terminating on the 1st day March, 2015. Either party may terminate the Agreement at the end of the initial term. Thereafter, this Agreement shall automatically renew for a successive one year term at the end of each term unless notice is given by either party at least four (4) months prior to the end of the current one year term that the party wishes to terminate the Agreement at the end of the current term. This Agreement may be terminated at any time upon mutual agreement of both parties.

Should any claims arise out of services provided by Johnston County under this Agreement, the Town of Pine Level agrees to indemnify and hold Johnston County, its employees, agents, and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, cost or attorney's fees resulting from any action brought against Johnston County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the Town of Pine Level that are the subject matter of this Agreement, except where such claims result from actionable acts of negligence by Johnston County.

ADOPTED by the Board of Commissioners of the Town of Pine Level, North Carolina, meeting in regular session on the 12th day of December, 2013, and by the Board of Commissioners of Johnston County, meeting in regular session on the 3 day of February, 2014.

TOWN OF PINE LEVEL

BY: [Signature]
MAYOR

ATTEST:

[Signature]
TOWN CLERK

(SEAL)

JOHNSTON COUNTY

BY: [Signature]
CHAIRMAN, BD. OF COMMISSIONERS

ATTEST:

[Signature]
CLERK TO THE BOARD

(SEAL)



**THE TOWN OF CLAYTON AND JOHNSTON COUNTY
JOINT RESOLUTION
EROSION AND SEDIMENT CONTROL ENFORCEMENT**

WHEREAS, the Town of Clayton has requested that Johnston County exercise and enforce Chapter 14, Article XII, Erosion and Sediment Control, County of Johnston, North Carolina Code of Ordinances within the corporate limits and extraterritorial jurisdiction of the Town of Clayton; and

WHEREAS, Johnston County does hereby agree to this request; and

WHEREAS, pursuant to the execution of this agreement, both the Town of Clayton and Johnston County understand this request must be heard by the North Carolina Sediment Control Commission for their endorsement prior to enforcement action of the Erosion Control Ordinance by the County in said jurisdiction; and

WHEREAS, by General Statute, the North Carolina Sediment Control Commission is the controlling authority for approval of such requests as the final action in the condoning process in the matter specific to Chapter 14, Article XII, Erosion and Sediment Control.

NOW, THEREFORE, it is hereby resolved by Joint Resolution of the Town Council of the Town of Clayton and the Board of Commissioners of Johnston County, acting in separate regular sessions of each respective body, as follows:

1. The Town of Clayton relinquishes its jurisdiction within its corporate limits and extraterritorial zoning jurisdiction with regard to local enforcement of the erosion and sediment program pursuant to GS 113A-60, and hereby by agreement and resolution, grants to Johnston County jurisdiction within said areas for the purpose of administering a joint program pursuant to such statute as provided in Chapter ~~16~~, ¹⁴ Article XII, Erosion and Sediment Control, County of Johnston, North Carolina Code of Ordinances.
2. Johnston County Board of Commissioners does agree to exercise jurisdiction to enforce the ordinance identified herein, within the corporate limits and extraterritorial zoning jurisdiction, pursuant to the authority set forth herein.
3. The initial terms of this Agreement shall be for a period of one (1) year, commencing on the 1st day of March, 2014, and terminating on



the 1st day of March, 2015. Either party may terminate the Agreement at the end of the initial term. Thereafter, this Agreement shall automatically renew for a successive one year term at the end of each term unless notice is given by either part at least four (4) months prior to the end of the current one year term that the party wishes to terminate the Agreement at the end of the current term. This Agreement may be terminated at any time upon mutual agreement of both parties.

- 4. Should any claims arise out of services provided by Johnston County under this agreement, the Town of Clayton agrees to indemnify and hold Johnston County, its employees, agents, and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, cost or attorney's fees resulting from any action brought against Johnston County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf to the Town of Clayton that are the subject matter of this Agreement, except where such claims result from actionable acts of negligence by Johnston County.

DULY ADOPTED by the Town Council of the Town of Clayton, North Carolina, meeting in regular session on the 6th day of January 2014, and by the Board of Commissioners of Johnston County meeting in regular session on the 3 day of February, 2014.

TOWN OF CLAYTON

BY: [Signature]
Mayor

ATTEST:

[Signature]
Town Clerk

(SEAL)

JOHNSTON COUNTY

BY: [Signature]
Chairman, Board of Commissioners

ATTEST:

[Signature]
Clerk to Board of Commissioners

(SEAL)

