

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT-
) **ACCEPTANCE OF ROADS FOR**
COUNTY OF BERKELEY) MAINTENANCE

WHEREAS, The Town of Moncks Corner (“Town”) and Berkeley County (“County”), each a “Party” and together the “Parties, deem it to be in the best interests of both Parties to enter into an Intergovernmental Agreement, (“IGA”), to establish rights, relations and responsibilities with regard to publicly maintained roads located in the municipality and the stormwater system associated the same.

KNOW ALL MEN BY THESE PRESENTS, that Town and County hereby covenant and agree as follows:

1. This agreement shall become effective on the date of execution hereof by the last signatory to this IGA and it shall continue from year to year unless terminated. This agreement may be terminated by either party by delivering 18 months written notice to the other party, provided, however, that in the event County decides to not seek voter approval of the One Cent Sales Program, County shall notify Town of such decision upon the earlier of that decision or 18 months as set forth above.
2. Article IV of Section 36 of the Moncks Corner Code of Ordinances provides that the Town maintains, or must ensure maintenance of, a system of stormwater management facilities, including but not limited to, inlets, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways within the corporate limits of the Town. The Town agrees to maintain any stormwater management facilities associated with any roads the County agrees to maintain.
3. The Town hereby stipulates and acknowledges that any stormwater facilities located within the corporate limits of the Town, shall be incorporated into the Town's Stormwater system and governed by the National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge permit program and the ordinance above-mentioned, as may be amended from time to time. However, no reduction in the level, quality, or obligation under the permit may be approved or implemented without the County's consent.
4. Roads or easements intended to be publicly accessible and/or turned over to the municipality shall contain dedication statements on final plats as shown below:

“BY RECORDING OF THIS PLAT, I HEREBY DEDICATE THE EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON TO THE USE OF THE PUBLIC FOREVER AND I HEREBY DEDICATE THE GENERAL UTILITY EASEMENTS SHOWN HEREON TO THOSE ENTITIES WHICH PROVIDE SAID UTILITIES. NOTHING IN THIS DEDICATION SHALL BE CONSTRUED TO IMPLY AN ACCEPTANCE BY THE MUNICIPALITY OF ANY ROADWAY OR DRAINAGE FACILITY OR AS CREATING ANY DUTY BY THE MUNICIPALITY TO MAINTAIN ANY ROADWAY, RIGHT-OF-WAY OR DRAINAGE EASEMENT SHOWN HEREON.”

Roads intended to be privately maintained roads (not city, county, state, or federal) within the municipality shall contain dedication statements on final plats as shown below:

“BY RECORDING OF THIS PLAT, I HEREBY DEDICATE THE EASEMENTS AND

RIGHTS-OF-WAY SHOWN HEREON TO ALL PURCHASERS AND SUCCESSORS IN THE INTEREST OF THIS PROPERTY, I HEREBY DEDICATE THE GENERAL UTILITY EASEMENTS SHOWN HEREON TO THOSE ENTITIES WHICH PROVIDE SAID UTILITIES. NOTHING IN THIS DEDICATION SHALL BE CONSTRUED TO IMPLY AN ACCEPTANCE BY THE MUNICIPALITY OF ANY ROADWAYS OR DRAINAGE FACILITY OR AS CREATING ANY DUTY BY THE MUNICIPALITY TO MAINTAIN ANY ROADWAY, RIGHT-OF-WAY OR DRAINAGE EASEMENT SHOWN HEREON.”

5. When requested by the municipality, and so long as the One Cent Sales Tax Program is in effect, the County agrees to perform routine maintenance on publicly dedicated roads that serve residential areas within the corporate limits of the municipality, and that meet all requirements established by the County. County maintenance is subject to the procedures, practices, and limitations of routine County maintenance, such as plan reviews, permitting, inspections and the warranty process by the County on behalf of the municipality. The Town agrees to not approve final subdivision plats and issue building permits until subdivision infrastructure has been placed under warranty with the County by the developer. Coordination between the Town and County will occur to achieve this for all residential subdivision projects.
6. The Town acknowledges that the County’s maintenance does not include sidewalks, street name signs, or traffic calming structures/devices; nor does the County enforce private or municipal rules, laws, or regulations.
7. The County acknowledges that this IGA is prospective and shall not affect those roads already accepted by the County or those currently in process for acceptance as of the effective date of this IGA.
8. This IGA shall be recorded with the Office of the Berkeley County Register of Deeds as a matter of public record.

Signed this _____ day of _____, 2024.

Thomas Hamilton, Jr.
Mayor
Town of Moncks Corner

Johnny Cribb
Supervisor
Berkeley County

Witnesses as to Mayor:

Witnesses as to Supervisor:

PERSONALLY appeared before me _____ and made oath that they saw the within-named representative of the Town of Moncks Corner sign, seal, and as her act, deliver the within-written INTERGOVERNMENTAL AGREEMENT for uses and purposes therein mentioned and that they, with _____ witnessed the execution thereof.

My Commission expires: _____

PERSONALLY appeared before me _____ and made oath that they saw the within-named representative of the County of Berkeley sign, seal, and as her act, deliver the within-written INTERGOVERNMENTAL AGREEMENT for uses and purposes therein mentioned and that they, with _____ witnessed the execution thereof.

My Commission expires: _____