

1.6 INTERPRETATION AND CONFLICT

1.6.1 Meaning and Intent

All provisions, terms, phrases, and expressions contained in this Ordinance shall be construed according to this Ordinance's stated purpose and intent.

1.6.2 Text Controls

In case of any difference of meaning or implication between the text of this Ordinance and any heading, drawing, table, or figure, the text shall control.

1.6.3 Authority for Interpretation

The Director of Planning and Community Development is responsible for interpreting the text of this Ordinance in accordance with the standards set forth in this Section and applicable Ordinance standards and requirements. Interpretations of the Director of Planning and Community Development may be appealed to the Board of Adjustment.

1.6.4 Statutory References

All references to state law in this Ordinance refer to the North Carolina General Statutes, as amended.

1.6.5 Computation of Time

Periods of time defined by a number of days shall mean a number of consecutive calendar days, including all weekend days, holidays, and other non-business days;

however, if the last day is a Saturday, Sunday, or legal holiday, that day shall be excluded.

1.6.6 Delegation of Authority

Whenever a provision appears requiring the head of a department or another officer or employee of the Town to perform an act or duty, that provision shall be construed as authorizing the department head or officer to delegate the responsibility to subordinates, unless the terms of the provision specify otherwise.

1.6.7 Technical and Non-Technical Words

Words and phrases not otherwise defined in this Ordinance shall be construed according to the common and approved usage of the language, but technical words and phrases not otherwise defined in this Ordinance that may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

1.6.8 Mandatory and Discretionary Terms

The word “shall” is always mandatory, and the words “may” or “should” are always permissive.

1.6.9 Conjunctions

Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:

- A) **“And”**
And indicates that all connected items, conditions, provisions, or events shall apply; and
- B) **“Or”**
Or indicates that one or more of the connected items, conditions, provisions, or events shall apply.

1.6.10 Tense and Usage

Words used in one tense (past, present, or future) include all other tenses, unless the context clearly indicates the contrary. The singular shall include the plural, and the plural shall include the singular.

1.6.11 Gender

The masculine shall include the feminine.

1.7 RELATIONSHIP TO OTHER REGULATIONS AND PRIVATE AGREEMENTS

1.7.1 Conflicts with Other Regulations

When the provisions of this Ordinance are inconsistent with one another or when the provisions of this Ordinance conflict with provisions found in other adopted ordinances or regulations, the more restrictive provision shall govern unless the terms of the provisions specify otherwise.

1.7.2 Relationship with Private-Party Easements, Covenants, or Agreements

In developing land, private parties are free to exceed the mandatory standards provided in this Ordinance through easements, covenants, agreements, or otherwise. However, the Town shall not be obligated to enforce private agreements.

1.7.3 Repeal of Inconsistent or Conflicting Provisions

All other ordinances or parts of ordinances of the Town inconsistent or conflicting with this Ordinance, to the extent of the inconsistency only, are hereby repealed or modified.