

**CAMDEN COUNTY BOARD OF COMMISSIONERS**

BOC - Regular Meeting – October 03, 2016

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**Camden County Board of Commissioners**

**BOC - Regular Meeting**

**October 3, 2016**

**7:00 PM**

**Historic Courtroom, Courthouse Complex**

**Camden, North Carolina**

**MINUTES**

The regular meeting of the Camden County Board of Commissioners was held on October 03, 2016 in the Historic Courtroom, Camden, North Carolina. The following Commissioners were present:

**CALL TO ORDER**

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Vice Chairman Garry Meiggs called the meeting to order at 7:02 P.M. Vice Chairman Meiggs announced that Chairman P. Michael McLain will attend the meeting remotely from his cell phone.

<b>Commissioners</b>	<b>Title</b>	<b>Status</b>
P. Michael McLain	Chairman	Remote
Garry Meiggs	Vice Chairman	Present
Sandra Duckwall	Commissioner	Present
Clayton Riggs	Commissioner	Present
Tom White	Commissioner	Present
<b>Staff</b>	<b>Title</b>	<b>Status</b>
Michael Brillhart	County Manager	Present
Angela Wooten	Clerk to the Board	Present
John Morrison	County Attorney	Present
Stephanie Humphries	Finance Officer	Present
Dan Porter	Planning Director	Present
David Credle	Public Works Director	Present

**INVOCATION & PLEDGE OF ALLEGIANCE**

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Vice Chairman Garry Meiggs gave the invocation and lead the Pledge of Allegiance

**ITEM 1 PUBLIC COMMENTS**

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Vice Chairman Garry Meiggs called for any members of the public with comments for the board to come forward. Hearing none, he moved to the next item.

**ITEM 2 CONSIDERATION OF AGENDA**

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County Manager Michael Brillhart requested to add **Item 7.A - ABC Board Appointments.**

Commissioner Tom White made a motion to approve the agenda as amended.

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<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Tom White, Commissioner
<b>AYES:</b>	McLain, Duckwall, Meiggs, Riggs, White

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## ITEM 3 PRESENTATIONS

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### 3.A BOY SCOUT TROOP 158

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Mr. Ryan Roasa explained that Boy Scout Troop 158 from Shiloh is learning about local government. He introduced his scouts, as they have prepared a few short questions for the Commissioners.

#### 1. What was your most difficult decision?

Commissioner Sandra Duckwall commented that there were several.

- OLF
- Large Developments

Commissioner Clayton Riggs

- The Landfill having discussed this item at every single meeting for at least a year

Commissioner Tom White

- EMS- whether the county should operate its own EMS service or continue to partner with Pasquotank

#### 2. What is biggest thing the Commissioners had to build?

Commissioner Clayton Riggs

- Intermediate School

County Attorney John Morrison

- Library

#### What decisions require a unanimous vote?

County Attorney John Morrison advised certain Ordinances

- To pass certain Ordinances' on the first meeting presented. Otherwise the ordinance would have to be read out loud on two separate meeting and pass by majority.

Attorney Morrison informed the Scouts that if they were interested he would be willing to give a presentation on local government.

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### 3.B DAN PORTER: SERVICE PLAQUE TO RODNEY NEEDHAM

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Vice Chairman Garry Meiggs requested Mr. Rodney Needham to come forward to receive a service plaque.

Vice Chairman Meiggs presented Mr. Needham with an acceptance letter of his Planning Board resignation. Vice Chairman Meiggs states "It is with great sorrow that we, the Board of Commissioners, present this service plaque to you for your 13 ½ years of service to the citizens of Camden County as a member of the Planning Board."

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Mr. Needham served as a member of the planning board from January 2003 - August 2016, and as Chairman of same from February 2008 - August 2016.

Rodney Needham thanked the commissioners for appointing him and having the confidence in him to allow him to serve as Chairman to the Planning Board. He states the importance of the Planning Board. He would continue to serve, although one should be able to here all the information clearly and that due to a medical condition affecting his hearing, he feels it is time for him to step down.

Mr. Needham advised that he is in the process of opening what he believes will be a very nice restaurant in the center of Camden. He feels very good about the County and looks forward to working with the county and staff.

### 3.C. MOBILE CRISIS UNIT PRESENTATION BY KEITH HAMM

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Keith Hamm, Intergraded Family Services (IFS) - Mobile Crisis Unit

Mobile Crisis Unit is actual not a division of Trillium Health Recourses. They are the only mobile crisis unit endorsed by Trillium in the area.

There is never a charge for services because they are endorsed by Trillium. Saves tax payers millions by diverting crisis situations away from the Emergency Rooms. They respond to all Law Enforcement and Magistrates even though they do not get reimbursed by Trillium.

Commissioner Clayton Riggs suggests that Mr. Hamm come make a presentation to each of the schools at the beginning of the school year to provide information to administration, councilors and the teachers.

As teenagers seem to be more comfortable with texting vs. speaking directly to a person, IFS committed to a text chat-line that is manned 24 hours a day 365 days a year. Teens are using this text line every day and receiving good advice. IFS will connect them directly to mental health resources.

### ITEM 4 OLD BUSINESS

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None

### ITEM 5 PUBLIC HEARINGS

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None

### ITEM 6 NEW BUSINESS

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#### 6.A OTHER POST-EMPLOYMENT BENEFITS

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#### **RESOLUTION No. 2016-10-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF CAMDEN, NORTH CAROLINA, AUTHORIZING AN OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND AND RELATED TRUST AGREEMENT; APPOINTMENT OF TRUSTEE FOR AND A CONTRIBUTION TO OPEB TRUST FUND.**

**WHEREAS**, the County of Camden, North Carolina (the “County”) is a party to a Memorandum of Agreement for the Provision of Health Insurance for Qualified Retirees of Albemarle Mental Health and Tideland Mental Health, dated July 1, 2007, to provide certain benefits for eligible retirees of those former organizations that constitute what are known as other post-employment benefits (the “OPEB obligation”);

**WHEREAS**, the counties which are parties to the above Memorandum of Agreement are Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington (the “Counties”);

**WHEREAS**, in furtherance of the Counties funding of the OPEB obligation, the Counties wish to participate in an investment trust fund set up by the North Carolina State Treasurer’s office, the NC Long Term Non-Pension Program (the “NC NPP Trust Fund”) in which the Counties will deposit funds currently held by Martin County for the OPEB obligation;

**WHEREAS**, the Counties desire to create a trust fund (the “OPEB Trust Fund”) into which Martin County will transfer the money that has been on deposit at Martin County;

**WHEREAS**, such deposits into the OPEB Trust Fund will be irrevocable, not subject to the claims of creditors and may only be withdrawn by the administering County to provide other post-employment benefits to individuals who are former employees or beneficiaries of former employees covered by the Memorandum of Agreement and who are entitled to other post-employment benefits payable by the former Albemarle Mental Health and Tideland Mental Health;

**WHEREAS**, Martin County will continue to serve as the administering county; and

**NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF CAMDEN, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:**

**Section 1.**

**Creation of OPEB Trust Fund; Execution of Trust Agreement.** The County Manager and the Finance Director of the County are each hereby authorized and directed to take such action as may be necessary to create an Other Post-Employment Benefits Trust Fund into which the money on deposit at Martin County will be transferred. The County Manager and the Finance Director of the County are each hereby authorized, empowered, and directed to execute and deliver a Trust Agreement substantially in the form attached hereto, but with such changes, modifications, additions or deletions as to them seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of his or her approval of any and all such changes, modifications, additions or deletions therein. The County Manager and the Finance Director of the County are each also hereby authorized to take any other actions deemed necessary or appropriate to consummate the transactions provided for in the Trust Agreement and to take all such other actions as they may deem necessary or appropriate to give effect to the Trust Agreement.

**Section 2.**

**Transfer from Martin County to NC NPP Trust Fund.** The County Manager and the Finance Director of the County are each hereby authorized and directed to cause the money on deposit at Martin County to fund the Counties OPEB obligation to be transferred to the NC NPP Trust Fund.

**Section 3.**

**Appointment of Trustees.** The Board of Commissioners hereby appoints the County Manager to serve as Camden County’s trustee of the OPEB Trust Fund and grants the authority necessary to perform all duties and obligations thereof.

**Section 4.**

***Other Actions.*** That all actions heretofore taken by the County Manager and the Finance Director of the County acting on behalf of the County with respect to the creation of the OPEB Trust Fund are hereby ratified, adopted, approved and confirmed in all respects. The County Manager and the Finance Director of the County are authorized to execute and deliver for and on behalf of the County any and all documents or other papers and perform all other acts as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

**Section 5.**

***Effective Date.*** This Resolution is effective on the date of its adoption.

**COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, DARE, HYDE, MARTIN, PASQUOTANK, PERQUIMANS, TYRRELL and WASHINGTON OTHER POST-EMPLOYMENT BENEFITS TRUST AGREEMENT**

This **Trust Agreement** is entered into as of the \_\_\_ day \_\_\_\_\_ of , 2016 (the "**Effective Date**"), by and between the counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington North Carolina (the "**Counties**") and the sitting County Manager of each county (the "**Trustee**");

**RECITALS:**

**WHEREAS**, the former Albemarle Mental Health and the former Tideland Mental Health maintained certain Post-employment benefits other than pensions for the benefit of their eligible retired employees (the "**Former Employers**");

**WHEREAS**, the Counties wish to establish a trust pursuant to Section 159-30.1(b) of the North Carolina General Statutes, to be known as the "counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington Other-Post Employment Benefits Trust Agreement" (hereinafter the "**Trust**"), for the purpose of holding existing funds to provide post-employment benefits other than pension benefits of the former Albemarle Mental Health and Tideland Mental Health;

**WHEREAS**, this Trust is established by the Counties with the intention that the Trust qualify as an irrevocable tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and the regulations issued thereunder and as a tax-exempt trust under the provisions of the applicable laws of the State of North Carolina; and

**WHEREAS**, the Counties have appointed each of their County Managers as Trustees of the Trust, and the Trustees have accepted such appointment pursuant to the terms and conditions set forth in this Trust Agreement; and

**NOW THEREFORE**, for good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I  
DEFINITION**

- 1.1 "**Administrator**" shall mean Martin County, North Carolina per the terms and conditions of a Memorandum of Agreement dated July 1, 2007 and attached as Exhibit A.
- 1.2 "**Assets**" shall mean all contributions and transfers of assets received into the Trust on behalf of the Counties, together with the income and earnings from such contributions and transfers and any increments accruing to them, net of any investment losses, benefits, expenses or other costs.
- 1.3 "**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.4 "**Eligible Participants**" shall mean collectively eligible retired employees of the former Albemarle Mental Health and Tideland Mental Health and their dependents and beneficiaries.
- 1.4 "**Counties**" shall mean the Counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington North Carolina.

- 1.6 "Former Employers"** shall mean the former Albemarle Mental Health and the former Tideland Mental Health organizations.
- 1.7 "OPEB"** shall mean "other post-employment benefits," such as medical, dental, vision, life insurance, long-term care and other similar benefits, provided to Eligible Employees, other than pension benefits.
- 1.8 "OPEB Obligation"** shall mean, to the extent required by law, the Counties obligation to provide post-employment health care and welfare benefits to Eligible Participants to the extent of existing assets and future earnings from those assets, as specified in the Plan.
- 1.9 "Plan"** shall mean the Former Employers OPEB obligations and the Counties satisfaction thereof to the extent of existing assets and future earnings from those assets.
- 1.10 "Qualified Investments"** shall mean all investments authorized under Section 159-30.1(b) of the North Carolina General Statutes, including the following:
- (1) Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
  - (2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service.
  - (3) Obligations of the State of North Carolina.
  - (4) Bonds and notes of any North Carolina local government or public authority, to the extent permitted in Section 159.30(c)(4) of the North Carolina General Statutes.
  - (5) Savings certificates issued by any savings and loan association organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided, that any principal amount of such certificate in excess of the amount insured by the federal government or any agency thereof, or by a mutual deposit guaranty association authorized by the Commissioner of Banks of the Department of Commerce of the State of North Carolina, be fully collateralized.
  - (6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates of particular obligation.
  - (7) Bills of exchange or time drafts drawn on and accepted by a commercial bank and eligible for use as collateral by member banks in borrowing from a federal reserve bank, provided that the accepting bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the

highest by any nationally recognized rating service which rates the particular obligations.

- (8) Participating shares in a mutual fund for local government investment; provided, that the investments of the fund are limited to Qualified Investments hereunder, and the fund is certified by the Local Government Commission. The Local Government Commission shall have the authority to issue rules and regulations concerning the establishment and qualifications of any mutual fund for local government investment.
- (9) A commingled investment pool established and administered by the State Treasurer pursuant to Sections 147-69.2 and 147-69.3 of the North Carolina General Statutes.
- (10) A commingled investment pool established by interlocal agreement by two or more units of local government pursuant to Sections 160A-460 through 160A-464 of the General Statutes of North Carolina, if the investments of the pool are limited to those qualifying for investment under Section 159.30(c)(4) of the North Carolina General Statutes.
- (11) Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian.
- (12) Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
  - (a) Such obligations that are subject to such repurchase agreement are delivered (in physical or in book entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for the local government or public authority or are supported by a safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the safekeeping receipt shall not be the provider of the repurchase agreement;
  - (b) A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local government or public authority or its assignee or book entry procedures, conforming, to the extent practicable, with federal regulations and satisfactory to the local government or public



- authority have been established for the benefit of the local government or public authority or its assignee;
- (c) Such securities are free and clear of any adverse third party claims; and
  - (d) Such repurchase agreement is in a form satisfactory to the local government or public authority.
- (13) In connection with funds subject to the arbitrage and rebate provisions of the Code, participating shares in tax-exempt mutual funds, to the extent such participation, in whole or in part, is not subject to such rebate provisions, and taxable mutual funds, to the extent such fund provides services in connection with the calculation of arbitrage rebate requirements under federal income tax law; provided, the investments of any such fund are limited to those bearing one of the two highest ratings of at least one nationally recognized rating service and not bearing a rating below one of the two highest ratings by any nationally recognized rating service which rates the particular fund.
- (14) Investments of the State Treasurer authorized pursuant to Section 147-69.2(b4) of the North Carolina General Statutes.

**1.11 "Trustee"** shall mean collectively the County Manager of each of the Counties.

## **ARTICLE II THE TRUST**

### **2.1 Purpose**

The purpose of the Trust is to hold assets from which to satisfy the commitment, if any, of the Former Employers to provide OPEB, as offered by the Former Employers to Eligible Participants in accordance with the Plan.

### **2.2 Trustee Accounting**

The Trustee shall be responsible only for maintaining records and maintaining accounts for the Assets of the Trust. The Administrator, per a Memorandum of Agreement dated July 1, 2007, shall be responsible for Plan-level administration and accounting for OPEB benefit payments and related activity.

### **2.3 No Diversion of Assets**

The Assets in the Trust shall be held in trust for the exclusive purpose of providing OPEB to Eligible Participants of the Former Employers and defraying the reasonable administrative and actuarial expenses of the Trust. The Assets in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

### **2.4 Type and Nature of Trust**

Neither the full faith and credit nor the taxing power of the Counties is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of the Counties, but are payable solely from the Assets of the Trust, as more fully described herein. No employee of the Former Employers may compel the exercise of the taxing power by the Counties.

Distributions of Assets under the Trust are not debts of the Counties within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or

equitable pledges, charges, liens or encumbrances upon any of the Counties property, or upon any of their income, receipts, or revenues, except amounts in the accounts which are, under the terms of the Plan and Trust set aside for distributions. Neither the members of the governing body of the Counties nor their officers, employees, agents or volunteers are liable hereunder. In no event shall the liability of the Counties and the Trustee exceed the amounts contained in the Trust.

**ARTICLE III  
ADMINISTRATIVE MATTERS**

**3.1 Certification to Trustee**

The governing body of each of the Counties, or other duly authorized official, shall certify in writing to the Trustee the names and specimen signatures of the individuals authorized to act on behalf of the Counties, whose names and specimen signatures shall be kept accurate by the Counties acting through its governing body or a duly authorized official. The Trustee shall have no liability if it acts upon the direction of an individual who has been duly authorized hereunder, even if that individual is no longer authorized to act, unless the Employer has informed the Trustee of such change in writing.

**3.2 Removal of Trustee**

Each individual Trustee shall serve during his tenure in the applicable office of each of the Counties and shall immediately cease to serve, without the necessity for formal resignation, upon termination from such office for any reason. The successor to such office, including any interim successor, shall become a successor Trustee immediately upon the assumption of such office without the need for formal appointment. A successor Trustee shall not have any liability for any action or omission by the Trustee prior to the date of his assumption of such office.

**3.3 Trustee Procedures**

All official meeting of the Trustee, whether held in person or by electronic means, shall be open to the public and conducted in accordance with Article 33C of Chapter 143 of the North Carolina General Statutes. The Trustee shall keep a record of all official meetings, including those official meetings held in closed session under Section 143-3-18.11 of the North Carolina General Statutes, and shall forward all necessary communications to the Counties. Such official meeting records shall be public records within the meaning of Chapter 132 of the North Carolina General Statutes. The Trustee may adopt such by-laws and regulations as it deems desirable for the conduct of its affairs. All decisions by the Trustee shall be made by the vote of the majority of the Trustee members. The Trustee may authorize one or more of such members to act for the Trustee with respect to specified Trustee duties under this Trust Agreement. A dissenting Trustee member who, within a reasonable period of time after he has knowledge of any action or failure to act by the majority, delivers his written dissent to the other Trustee members and the Counties shall not be responsible for such action or failure to act.

**3.4 Payments from the Trust**

The administrator shall from time to time, unless otherwise directed by the Trustee and only to the extent of Assets contained in the Trust, authorize payments out of the Assets of the Trust. Such payments may include, but are not limited to, benefit payments, insurance or stop-loss premiums, and the expenses of administering the Plan and Trust, as may be specified in the Trustee's direction.

**ARTICLE IV  
THE TRUSTEE**

**4.1 Powers and Duties of the Trustee**

Except as otherwise provided in Article V, and subject to the provisions of Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to perform all acts, take all proceedings, and exercise all rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- (a) To invest and reinvest the Assets or any part thereof in Qualified Investments pursuant to this Trust and applicable state law.
- (b) To place uninvested cash and cash awaiting distribution in any type of interest-bearing account including, without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina;
- (c) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;
- (d) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (e) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

**4.2 Additional Trustee Powers**

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

- (a) To invest funds pending required directions in a designated account as directed by the Counties or if there is no designated account, any type of interest-bearing account including without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina Trustee or any affiliate thereof;
- (b) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;
- (c) To appoint a custodian with respect to the Trust Assets;

- (d) To employ such agents and counsels may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer, including a broker-dealer affiliated with the Trustee, and pay to such broker-dealer at the expense of the Trust, its standard commissions; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (e) To abandon, compromise, contest, arbitrate or settle claims or demands; to prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust;
- (f) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;
- (g) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;
- (h) To comply with all requirements imposed by applicable provisions of law;
- (i) To seek written instructions from the Counties on any matter and await its written instructions without incurring any liability; provided, that if at any time the Counties should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;
- (j) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Employer in connection with the administration of the Plan and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Counties;
- (k) To act upon proper written directions of the Counties;
- (l) To pay from the Trust the expenses reasonably incurred in the administration thereof, as provided in the Plan;
- (m) To hold unvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons;
- (n) To seek and obtain a judicial settlement of the Trustee's accounts and a judicial determination of any question in connection with the Trustee's duties and obligations under this Trust Agreement; and
- (o) To have and to exercise such other additional powers as may be advisable for the effective and economical administration of the Trust.

**ARTICLE V  
INVESTMENTS**

**5.1 Trust Investments**

The Trustee shall have the responsibility to select Qualified Investments for the Trust Assets and may appoint a registered investment advisor, as defined by regulations issued by the Securities and Exchange Commission, by executing a written consulting or management agreement with said registered investment advisor.

**5.2 Trustee Fees**

Any Trustee who is an employee of any of the Counties shall receive no fee for service as a Trustee hereunder.

**5.3 Contributions to the Trust**

The Counties may, but shall not be required, from time to time remit cash contributions and other payments under the Plan to the Trustee, which may include contributions by Eligible Participants. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust are in compliance with the Counties policies and/or the Plan, nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by the Counties, nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet the Former Employer's OPEB Obligation. The contributions received by the Trustee from the Counties, including any contributions by Eligible Participants, shall be held and administered pursuant to the terms hereof without distinction between income and principal.

#### **5.4 Records**

- (a) The Trustee shall keep records of meetings and the Administrator shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Such records shall be available at all reasonable times for inspection by the Counties.
- (b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, that the Counties shall instruct the Trustee as to valuation of assets for which the value is not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Counties and shall be indemnified and held harmless by the Counties with respect to such reliance. If the Counties fails to provide such value, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

#### **5.5 Statements and Reports**

- (a) Periodically as requested by the Counties and within sixty (60) days after each June 30, the Trustee and the Administrator shall render to the Counties a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.
- (b) The Counties may approve such statements either by written notice or by failure to express objections to such statement by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to the Counties. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.
- (c) The Trustee and the Administrator shall hire a consultant to perform an actuarial valuation of the Albemarle-Tideland Retiree Liability for Healthcare benefits as of December 31, 2017 and every two years thereafter. The cost of the actuarial valuation is an eligible expense per section 3.4 of this document.

#### **5.6 Exclusive Benefit**

The Assets of the Trust shall be held in trust for the exclusive purpose of providing OPEB to the Eligible Participants pursuant to the Plan and defraying the reasonable expenses

associated with providing such benefits and shall not be used for or diverted to any other purpose.

**ARTICLE VI  
FIDUCIARY RESPONSIBILITIES**

**6.1 More Than One Fiduciary Capacity**

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Counties and the Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

**6.2 Fiduciary Discharge of Duties**

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

- (a) Solely in the interest of the Eligible Participants and for the exclusive purpose of providing OPEB to Eligible Participants and defraying reasonable administrative and actuarial expenses associated with providing such benefits; and
- (b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

**6.3 Limitations on Fiduciary Responsibility**

To the extent allowed by the law of the State of North Carolina:

- (a) No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.
- (b) No fiduciary shall be liable for a breach by another fiduciary except as provided by law.
- (c) No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

**6.4 Indemnification**

The Trustee shall not be liable for, and the Counties shall indemnify, defend and hold the Trustee harmless from and against, any claims, demands, loss, costs, expense or liability in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, arising as a result of Counties active or passive negligent act or omission or willful misconduct in the execution or performance of the Counties duties under this Trust Agreement.

In addition, the Trustee shall not be liable for, and Counties shall indemnify and hold the Trustee harmless from and against, any claims, demands, loss, costs, expense or liability arising out of or in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, in the event that the Trust loses or fails to qualify for tax exempt status under Section 115 of the Code and the regulations issued thereunder or as a tax-exempt trust under the provisions of North Carolina law, unless such results

directly or indirectly from the active or passive negligent act or omission of the Trustee or an employee or agent thereof.

This section shall survive the termination of this Trust Agreement.

**ARTICLE VII  
AMENDMENT, TERMINATION AND MERGER**

**7.1 No Obligation to Continue Trust**

Continuance of the Trust is not assumed as a contractual obligation of the Counties.

**7.2 Amendments**

- (a) The Counties and the Trustee reserve the right to amend this Trust Agreement at any time by a written instrument executed by the Counties and the Trustee. The Trust Agreement may be amended or terminated only as provided herein.
- (b) No amendment shall:
  - (1) Cause the Assets of the Trust to be used for or diverted to purposes other than for the exclusive benefit of Eligible Participants or for the purpose of defraying the reasonable expenses of administering the Trust; or
  - (2) Have any retroactive effect so as to reduce the benefits of any Eligible Participants as of the date the amendment is adopted, except that such changes may be made as may be required to permit this Trust Agreement to meet the requirements of applicable law.

**7.3 Termination of the Plan**

Upon any termination of the Former Employer's obligation, if any, to provide OPEB pursuant to the Plan, the Assets of the Trust shall be distributed by the Trustee as directed by the Counties. From and after the date of such termination and until final distribution of the Assets, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such assets, and the Trust shall continue until the Assets have been completely distributed in accordance with the Plan.

**7.4 Right to Terminate**

The Counties and the Trustee may terminate this Trust by a written instrument executed by the Counties and the Trustee. Upon termination of this Trust, the Trustee shall pay all obligations of the Trust and shall apply the remaining Assets to purchase or continue OPEB for Eligible Participants to the extent possible. Notwithstanding the foregoing provisions, the Trustee may, upon termination of the Trust and with the Counties consent, transfer any remaining Assets to the Counties or to any trust or trusts established for purposes substantially similar to those set forth herein. In no event will any remaining Assets be transferred to any entity that is not a state, political subdivision of a state, or entity the income of which is excluded from gross income under Section 115 of the Code.

**7.5 Fund Recovery Based on Mistake of Fact**

Except as provided above, the Assets of the Trust shall never inure to the benefit of the Counties. The Assets shall be held for the exclusive purposes of providing OPEB to Eligible Participants and defraying reasonable expenses of administering the Trust. However, in the case of a contribution which is made by the Counties because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Counties, provided such return occurs

within two (2) years after discovery by the Counties of the mistake. If any repayment is payable to the Counties, then, as a condition precedent to such repayment, the Counties shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

**8.1 Nonalienation**

Eligible Participants do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Participants or any other party. Trust Assets shall not be subject to the claims of the Counties or the claims of its creditors.

**8.2 Saving Clause**

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, and this instrument shall be construed and enforced as if said provision had never been included.

**8.3 Applicable Law**

This Trust Agreement shall be construed, administered and governed under the Code and the laws of the State of North Carolina. To the extent any of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

**8.4 Employment of Counsel**

The Trustee may consult with legal counsel (who may be counsel for the Trustee or the Counties and charge the Trust) or other consultants. The Trustee shall be fully protected in relying on advice of such counsel.

**8.5 Gender and Number**

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

**8.6 Headings**

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

**8.7 Counterparts**

This Trust Agreement may be executed in an original and any number of counterparts by the Counties and Trustee, each of which shall be deemed to be an original of the one and the same instrument.

**AGREED TO AND ACCEPTED** *this* \_\_\_\_ day of \_\_\_\_\_, 2016.

**TRUSTEES**



**CAMDEN COUNTY BOARD OF COMMISSIONERS**

Regular Meeting – October 03, 2016

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_____	County Manager Camden County
_____	County Manager Chowan County
_____	County Manager Currituck County
_____	County Manager Dare County
_____	County Manager Hyde County
_____	County Manager Martin County
_____	County Manager Pasquotank County
_____	County Manager Perquimans County
_____	County Manager Tyrrell County
_____	County Manager Washington County

**COUNTIES**

_____	Chairman Camden County
_____	Chairman Chowan County
_____	Chairman Currituck County
_____	Chairman Dare County
_____	Chairman Hyde County
_____	Chairman Martin County
_____	Chairman Pasquotank County
_____	Chairman Perquimans County
_____	Chairman Tyrrell County
_____	Chairman Washington County

**CAMDEN COUNTY BOARD OF COMMISSIONERS**

Regular Meeting – October 03, 2016

---

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Tom White, Commissioner
<b>AYES:</b>	McLain, Duckwall, Meiggs, Riggs, White

**6.B RECORDS RETENTION SCHEDULES**

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The following is a list of Records Retention Schedules issued by the North Carolina Department of Natural and Cultural Resources, Division of Archives and Records for local Government Records.

**County Management** ..... *Issued April 15, 2013*  
 Standard 4 - Budget, Fiscal, and Payroll Records ..... *Issued August 28, 2013*  
 Standard 11 - Personnel Records ..... *Issued November 7, 2014*  
 Standard 6 - Emergency Services Records ..... *Issued October 1, 2016*

**Register of Deeds** ..... *Issued October 10, 2012*  
 Standard 2 - Budget, Fiscal, and Payroll Records ..... *Issued August 29, 2013*  
 Standard 5 - Personnel Records ..... *Issued November 7, 2014*

**County Tax Administration** ..... *April 17, 2013*  
 Standard 5 - Personnel Records ..... *Issued September 3, 2013*  
 Standard 12 - Program Records: Business and Other Tax Records ..... *Issued Nov 7, 2014*

**County Sheriff's Office** ..... *Issued November 15, 2015*  
 Standard 8 - Program Operational Records ..... *Issued October 1, 2016*

**Public Libraries** ..... *Issued October 12, 2009*  
 Standard 5 - Personnel Records ..... *Issued November 7, 2014*

**Water and Sewer Authorities and Sanitary Districts** ..... *Issued May 1, 2016*

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Clayton Riggs, Commissioner
<b>AYES:</b>	McLain, Duckwall, Meiggs, Riggs, White

**ITEM 7 BOARD APPOINTMENTS**

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**7.A ABC BOARD**

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Commissioner Tom White made a motion to reappoint Commissioner Sandra Duckwall and Chairman Michael McLain to serve an additional term of three (3) years on the ABC Board to expire on 10/1/2016.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Clayton Riggs, Commissioner
<b>AYES:</b>	McLain, Duckwall, Meiggs, Riggs, White

**ITEM 8 CONSENT AGENDA**

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Approve the Consent agenda as presented

**CAMDEN COUNTY BOARD OF COMMISSIONERS**

Regular Meeting – October 03, 2016

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<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Tom White, Commissioner
<b>AYES:</b>	McLain, Duckwall, Meiggs, Riggs, White

**8.A BOC MINUTES**

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1. 2016-07-06 BOC Minutes – Draft
2. 2016-09-06 BOC Minutes – Draft

**8.B BUDGET AMENDMENTS - 16-17-BA004-BA005**

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**CAMDEN COUNTY BUDGET AMENDMENT 2016-17-BA004**

**BE IT ORDAINED** by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2017.

**Section 1. To amend the South Mills VFD Fund as follows:**

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
41399530-439900	Fund Balance Appropriated	\$11,000	
<b>Expenses</b>			
415300-574201	Radios	\$11,000	

**This Budget Amendment is made to adjust appropriations for additional costs of Viper Radios.**

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

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**CAMDEN COUNTY BUDGET AMENDMENT 2016-17-BA005**

**BE IT ORDAINED** by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2017.

**Section 1. To amend the South Camden Water and Sewer Fund as follows:**

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
30399710-439900	Fund Balance Appropriated	\$2,300	
30399720-439900	Fund Balance Appropriated	\$10,300	
<b>Expenses</b>			

**CAMDEN COUNTY BOARD OF COMMISSIONERS**

Regular Meeting – October 03, 2016

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307200-515001	Line Maintenance	\$10,000
307100-517000	Vehicle Maintenance	\$ 2,300

**This Budget Amendment is made to adjust appropriations for unexpected Water Main Break and Vehicle Engine Repair.**

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

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**ITEM 9. COMMISSIONER'S REPORT**

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**ITEM 10. COUNTY MANAGER'S REPORT**

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Governor McCrory has declared a State of Emergency for Hurricane Matthew.

Commissioner Clayton Riggs added that people can download the ReadyNC app to receive information from the state of North Carolina.

Dan Porter commented that EMS maintains a Facebook page that stays very up to date.

**SOUTH CAMDEN WATER AND SEWER DISTRICT**

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**RECESS**

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Vice Chairman Garry Meiggs recessed the Board of Commissioners meeting to enter a meeting of the South Camden Water and Sewer District Board of Directors meeting at 7:39 P.M.

**RECONVENE**

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Vice Chairman Garry Meiggs reconvened the Board of Commissioners meeting at 7:49 P.M.

**ITEM 11 INFORMATION**

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- A. MOU LIBRARY-TRILLIUM\_KIOSK
- B. SEPTEMBER 2016 LIBRARY STATISTICS
- C. ANNUAL COUNTY ABC REPORT FOR CAMDEN COUNTY
- D. THANK YOU LETTER - MUSEUM
- E. 2016-2017 LEGISLATIVE GOALS
- F. SALES TAX COLLECTION REPORT 2016-2017
- G. HISTORY FOR LUNCH AT MUSEUM OF THE ALBEMARLE

**ITEM 12 OTHER MATTERS**

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Planning Director Dan Porter came forward to receive input from the Commissioners in reference to a joint meeting with the Planning Board.

**CAMDEN COUNTY BOARD OF COMMISSIONERS**

Regular Meeting – October 03, 2016

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The planning board will host a joint meeting with the Board of Commissioners on October 24th, 2016 at 1:00 PM in the Community room of the public library to discuss updates pertaining to the Camden UDO rewrite. He can provide a power point presentation for the commissioner's review and mark up.

Camden County Commissioners will have Joint Meeting with the Planning Board on October 24<sup>th</sup>, 2016 at 1:00 PM in the community room of the library.

**ITEM 13 ADJOURN**

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Vice Chairman Garry Meiggs adjourned the meeting at 7:50 PM.

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*Chairman Michael McLain  
Camden County Board of Commissioners*

*ATTEST:*

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*Angela L. Wooten  
Clerk to the Board*