

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: October 3, 2016
Presenter: Chairman Earl Pugh, Jr.
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Opening Prayer
Pledge of Allegiance

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: **October 3, 2016**
Presenter: **Chairman Earl Pugh, Jr.**
Attachment: **Yes**

ITEM TITLE: **CONSIDERATION OF AGENDA**

SUMMARY: Attached is the proposed Agenda for the October 3, 2016, Regular Meeting of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

Motion Made By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Motion Seconded By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Vote: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' MEETING

MONDAY, OCTOBER 3, 2016 – 6:00 PM

CALL TO ORDER

OPENING

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

- 1) September 6, 2016 – Regular Meeting Minutes

PUBLIC HEARINGS

- 1) Approval of Schedule of Tax Values Linda Basnight
- 2) FY17-18 NCDOT/PTD 5310-Elderly and Disabled Program
Capital Grant Hearing & Resolution Luana Gibbs & Beverly Paul

INTRODUCTION (none)

PRESENTATIONS

- 1) CAC/Quarterly/Annual Visitation Report Linda Flowers
- 2) State of Mattamuskeet Lake Update Pete Campbell

EMPLOYEE RECOGNITION

PUBLIC COMMENTS

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.

ITEMS OF CONSIDERATION

1) Resolution

- a. Resolution (Approving Sale of Home Health Agency)Mgr. Rich
- b. Resolution Authorizing an Other Post-Employment Benefits (OPEB) Luana Gibbs
Trust Fund and Related Trust Agreement; Appointment of Trustee
for and a Contribution to OPEB Trust Fund

2) Appointment

- a. Appointments to Hyde County Health BoardLuana Gibbs
- b. ODO Board of AdjustmentsComm. Fletcher
- c. ODO Planning Advisory BoardComm. Fletcher

3) Pay Home Health Nurses Longevity Pay Luana Gibbs

4) CDBG – Commerce Fellows Approval of Program PoliciesKris Noble

5) Distribution of Funds Arrived From Home Health Sale Mgr. Rich

6) Commissioner ConcernsComm. Fletcher

- a. Shoulder Season
- b. Negative Growth

BUDGET MATTERS

Administration

- a. Swan Quarter Dike
- b. Revaluation

Health

- a. BR9-17 – Adult & PC

MANAGEMENT REPORTS

The Commissioners, County Manager and Assistant County Manager will share with the public their various activities and ideas for continuous improvement of government services to the citizens.

PUBLIC COMMENTS

The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

CLOSED SESSION (discussion and possible action if required)

ADJOURN

SUPPLEMENTAL INFORMATION

Department Reports

- 1) Tax Department (requires signature)
- 2) Social Services
- 3) Human Resources
- 4) Health

Informational Items

- 1) WDN Article – USFWS Overhauls Red Wolf Recovery
- 2) Kudos – Message to ES Dir. Gibbs and all EMS from Fred Westervelt
- 3) Thanks – Message to ES Dir. Gibbs from NCDPS Deputy Dir. Wright and EBO Mgr. Curtis
- 4) Coastland Times News Article – Airport Manager is Hyde County Employee of the Month

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: **October 3, 2016**
Presenter: **Lois Stotesberry, Clerk**
Attachment: **Yes**

ITEM TITLE: **CONSIDERATION OF MINUTES**

SUMMARY: Attached are the September 6, 2016 Regular Meeting Minutes of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

Motion Made By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Motion Seconded By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Vote: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

1 Meeting Minutes

2 **Board of County Commissioners**
3 **Hyde County**

4
5 **Tuesday, September 6, 2016**
6

7 After an appreciation reception for Soil & Water Board members Billy Williams and Hyatt Cahoon, Chairman Earl
8 Pugh, Jr. called the Regular Meeting of the Hyde County Board of Commissioners to order on Tuesday, September
9 6, 2016, in the Hyde County Government Center, Multi-Use Room, and the Ocracoke School Commons Room using
10 electronic conferencing equipment.

11 The following members were present on the mainland: Chairman Earl Pugh, Jr., Dick Tunnell, Ben Simmons and
12 Barry Swindell; Attorney Fred Holscher; County Manager Bill Rich; Clerk to the Board Lois Stotesberry; and,
13 members of the public.

14 Public Information Officer Teresa Adams and members of the public were present on Ocracoke.

15 Commissioner John Fletcher was absent due to recent surgery on his leg.

16
17 Chairman Pugh reported Mr. Fletcher is doing well.

18 Following opening prayer by Commissioner Simmons and pledge of allegiance, the meeting was called to order.

19 **Agenda:**

20 Commissioner Swindell moved to approve the September 6, 2016 Hyde County Board of Commissioners Regular
21 Meeting Agenda as presented by the Clerk with addition of Items of Consideration – Item No. 11. Delegates to
22 Southern Albemarle Association and Item No. 12. Drainage Issues. Mr. Simmons seconded the motion. The motion
23 passed on the following vote: Ayes – Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting –
24 Fletcher.

25 **Consideration of Minutes:**

26
27 Commissioner Swindell moved to approve the August 1, 2016 Hyde County Board of Commissioners Regular
28 Meeting Minutes as presented by the Clerk. Mr. Tunnell seconded the motion. The motion passed on the following
29 vote: Ayes – Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – Fletcher.

30 **Public Hearing:**

31
32 **Proposals to Purchase Hydeland Home Care Agency**

33 Commissioner Simmons moved to open public hearing to hear comments related to the proposals to purchase the
34 assets utilized in the operation of Hydeland Home Care Agency (the “Proposals”). Mr. Tunnell seconded the
35 motion. The motion passed on the following vote: Ayes – Pugh, Tunnell, Simmons and Swindell; Nays – None;
36 Absent or not voting – Fletcher.

37 Hearing no comments from the public, Commissioner Simmons moved to close public hearing on proposals to
38 purchase Hydeland Home Care Agency. Mr. Swindell seconded the motion. The motion passed on the following
39 vote: Ayes – Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – Fletcher.

1 **Presentations:**

2 **Special Recognition of Billy Williams and Hyatt Cahoon**

3 J. W. Spencer, Chairman, Hyde County Soil & Water Board, recognized Mr. Billy Williams and Mr. Hyatt Cahoon
4 for their dedicated service to the S&W Board and to the citizens of Hyde County.

5 Commissioner Dick Tunnell commended Mr. Williams and Mr. Cahoon and presented plaques in recognition of
6 their service on the Hyde County Soil & Water Board.

7 Mr. Billy Williams and Mr. Hyatt Cahoon have been community leaders and have volunteered countless hours
8 striving to make a positive difference in their community. Mr. Williams and Mr. Cahoon were two of the founding
9 members and remain active members of the Swan Quarter Watershed Steering Committee that was appointed by the
10 Hyde County Board of Commissioners. Mr. Williams served as Contracting Officer on the project and Mr. Cahoon
11 represented individual landowners. Their input has and continues to be invaluable to the operation and maintenance
12 of the Swan Quarter Watershed.

13 The original Swan Quarter Watershed Work Plan was signed on February 2, 1965 by J.C. Morris, Chairman and
14 H.W. Cohoon, Secretary of the Pamlico Soil and Water Conservation District (now Beaufort, Hyde, Washington,
15 Tyrrell and Dare Districts). The project was authorized by Congress a few years earlier as a result of five hurricanes
16 that caused severe damage to the area between 1954 to 1960. The original project was ambitious in scope with 17.7
17 miles of dike, 3 pumping plants, 16 tidegate structures, and 19.1 miles of channel improvement. The watershed
18 included 11,440 acres with 7,293 of that in cropland.

19
20 The West, Quarter, Double and Bay Supplement to the Swan Quarter Watershed Project were published in 1984
21 with a smaller and less grand scope. This part of the original project would protect cropland east of Swan Quarter.
22 Funding for the West Quarter and Double Bay Project was approximately \$6,000,000.00 and encompassed Phase I
23 through VII. A Corps of Engineers permit was issued in February 1986. Work would finally begin on the project in
24 1987 with salt water intrusion on cropland as the main motivation for its need. By 1995, after a total of seven
25 contracts (phases), six miles of dike and six major tidegate structures were installed this portion of the project was
26 complete.

27
28 After suffering from flooding as the result of six hurricanes in the mid to late 1990's local citizens redoubled their
29 efforts to see the project completed. A CAMA permit was issued in December 2002 and a Corps of Engineers'
30 permit in January 2003. Phase VIII began in June 2003 which took up construction of the dike where it was stopped
31 in the mid 90's with the purpose of moving towards Swan Quarter. With additional funding and all needed land
32 rights and permits in hand two additional phases are "on the drawing board" and work is well on its way to complete
33 this much needed project. The total funding amount for Phase VIII through Phase XI has been \$4,681,938.00. The
34 final phases number XII–XIII of the Swan Quarter Watershed that extends to the intersection of Hwy 45 and Hwy
35 264 was completed in June of 2011. (Historical data provided by Debbie Cahoon, S&W District Technician/ Education Coordinator)

36 **National Park Service Update**

37 Dave Hallac, Superintendent, Outer Banks Group, accompanied by Mark Doudle, Deputy Superintendent, presented
38 update on National Park Service (NPS) issues. Mr. Hallac commended Emergency Services Director Justin Gibbs
39 for a job well done during Hurricane Hermine. He reported the NPS fire break will be mowed within 30 days;
40 annual ORV permit fees were revised; sound side beach access available with no permit required; and, at this time
41 NC DOT will not increase the right-of-way on Highway 12.

42 **CAC Quarterly/ Annual Visit Action Report** (tabled)

1 **FY16-17 Rural Operating Assistance Program Grant Application**

2 Beverly Paul, Director, Hyde County Transit, reported the Rural Operating Assistance Program is a public
3 transportation funding grant that Hyde County has been a recipient of since the creation of Hyde County Transit
4 in 1987. Ms. Paul presented Certified Statement – FY2017 Rural Operating Assistance Program (ROAP)
5 application for Board of Commissioner approval of funding allocations totaling \$95,950.00 (13% increase from
6 previous year).

7 Commissioner Swindell moved to approve FY16-17 Rural Operating Assistance Program Grant Application. Mr.
8 Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Tunnell, Simmons and
9 Swindell; Nays – None; Absent or not voting – Fletcher.

10 *Clerk's Note: A copy of "Certified Statement – FY2017 Rural Operating Assistance Program" is attached herewith as
Exhibit A and incorporated herein by reference.*

11
12 Commissioner Swindell moved to appoint Interim Health Director Luana Gibbs to serve on the Hyde County Transit
13 Board. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Tunnell,
14 Simmons and Swindell; Nays – None; Absent or not voting – Fletcher

15 **Hurricane Hermine Update**

16 Justin Gibbs, Emergency Services Director, presented update on Hurricane Hermine.

17 Chairman Earl Pugh, Jr., issued/signed Proclamation – State of Emergency for Hyde County with Mandatory Visitor
18 Evacuation for Ocracoke Island on September 1, 2016 at 4:45pm and Proclamation – Termination of Mandatory
19 Visitor Evacuation for Ocracoke Island on September 4, 2016 at 9:38am.

20 Mr. Gibbs reported Hyde County remains under a State of Emergency at this time. He thanked state and local
21 partners for their assistance during Hurricane Hermine.

22 *Clerk's Note: A copy of "Proclamation – State of Emergency for Hyde County - Mandatory Visitor Evacuation for
Ocracoke Island - Hurricane Hermine" is attached herewith as Exhibit B and incorporated herein by reference.*

23 *Clerk's Note: A copy of "Proclamation – Termination of Mandatory Visitor Evacuation for Ocracoke Island -
Hurricane Hermine" is attached herewith as Exhibit C and incorporated herein by reference.*

24
25 **Employee Recognition**

26 County Manager Bill Rich thanked Justin Gibbs, Emergency Services Director, for dedicated service to Hyde
27 County and commended his excellent emergency management during Hurricane Hermine (September 1-4, 2016).
28 Justin spun the "Wheel of Thanks" and won a \$25.00 Gift Certificate to R. S. Spencer True Value in Engelhard.

29 Chairman Pugh thanked state and local partners who worked to protect citizens and property.

30 **Public Comments:**

31 **Leslie Lanier, Ocracoke** - suggests an "official statement" be made for evacuations.

32 Hearing no further comment from the public, Chairman Pugh continued the meeting.

33 **Items of Consideration:**

34 **Project Budget Ordinance – Slocum Drainage Project**

35 Kris Cahoon Noble, Assistant County Manager/Planner, reported that pursuant to Section 13.2 of Chapter 159 of
36 the NC General Statutes a loan agreement between Hyde County Government and Tideland Electric Membership

1 Corporation was entered into on August 2, 2016 in the amount of \$60,000.00, 0% interest rate, 8-year term, for
2 the purpose of assisting the landowners doing business as Slocum Drainage. In turn, a Loan Agreement between
3 Hyde County and the landowners (dba) Slocum Drainage was entered into on August 29, 2016 in the amount of
4 \$60,000.00 at 0% interest and an 8-year term.

5 Commissioner Simmons moved to approve “Slocum Drainage Project – Project Budget Ordinance”. Mr. Tunnell
6 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Tunnell, Simmons and Swindell;
7 Nays – None; Absent or not voting – Fletcher.

8 *Clerk’s Note: A copy of “Slocum Drainage Project – Project Budget Ordinance” is attached herewith as Exhibit D and
incorporated herein by reference.*

9

10 **Appointments:**

11

12 **BHM Regional Library Board Member Reappointment**

13 Gail Blake, Director, Hyde County Public Library, recommended reappointment of Betty Burleson as one of three
14 Hyde County representatives to the BHM Regional Library Board for another six (6) year term. Betty was first
15 appointed to the Library Board by the Hyde County Board of Commissioners in March of 2010.

16 Commissioner Swindell moved to reappoint Betty Burleson to serve another six year term on the BHM Regional
17 Library Board. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh,
18 Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – Fletcher.

19 **Ocracoke Occupancy Tax Board Appointments**

20 Bill Rich, County Manager, reported Ocracoke Civic and Business President Rudy Austin has requested the Hyde
21 County Board of Commissioners vacate/rescind Commissioner Fletcher’s appointments to the Ocracoke Occupancy
22 Tax Board (made at the June 6 meeting), and approve appointment of Bob Chestnut and Stephanie O’Neal for two
23 year terms each.

24 Commissioner Tunnell moved to vacate/rescind Commissioner Fletcher’s appointment of himself, continue
25 appointment of Stephanie O’Neal and to appoint Robert F. (Bob) Chestnut to serve a two year term on the
26 Ocracoke Occupancy Tax Board (expires June 2018). Mr. Tunnell seconded the motion. The motion passed on
27 the following vote: Ayes – Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting –
28 Fletcher.

29 **Schedule of Values, Schedules and Rules**

30 Linda Basnight, Tax Administrator, presented proposed Schedule of Values, Standards and Rules to be used in
31 the revaluation to become effective January 1, 2017; and, proposed Present Use Value Schedule of Values,
32 Standards and Rules to be used in the revaluation to become effective January 1, 2017.

33 NCGS 105-317 requires that the proposed schedule of values be submitted to the Board of Commissioners and
34 that a copy be placed in the Assessor’s Office for public inspection. Public Notice will be posted.

35 Commissioner Swindell moved to accept the proposed schedules of values and set the date for public hearing for
36 October 3, 2016 meeting for adoption of proposed Schedule of Values, Standards and Rules to be used in the
37 revaluation to become effective January 1, 2017; and, adoption of proposed Present Use Value Schedule of
38 Values, Standards and Rules to be used in the revaluation to become effective January 1, 2017. Mr. Simmons
39 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Tunnell, Simmons and Swindell;
40 Nays – None; Absent or not voting – Fletcher.

1 **Accounting Clerk IV Move From Home Health to Health Department**

2 Luana Gibbs, Interim Health Director reported the Accounting Clerk IV is an approved position for Hydeland
3 Home Health, and subsequently is available to Health Department. Once Hydeland Home Health sells, the
4 Health Department plans to absorb this position for management of accounts receivables, as well as coding. Ms.
5 Gibbs reported that funding for this position is provided for FY 16-17 at 100% through the surplus Hydeland
6 Home Care fund balance after sale of said entity. Beginning in FY 17-18 the Health Department will fund 50%
7 of this position and requests 50% of salary funding through Hydeland Home Care surplus fund balance.

8 Commissioner Swindell moved to approve 100% funding of Accounting Clerk IV in Hyde County Health
9 Department through Hydeland Home Care fund balance FY16-17 and to approve 50% funding of Accounting
10 Clerk IV in Hyde County Health Department through Hydeland Home Care fund balance beginning FY17-18.
11 Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Tunnell, Simmons
12 and Swindell; Nays – None; Absent or not voting – Fletcher.

13 **Animal Control Update**

14 Bill Rich, County Manager, reported on August 16 the Tyrrell County Board of Commissioners met and discussed
15 Hyde County’s proposal for a partnership on animal control. Tyrrell County Commissioners voted to accept animal
16 control calls for vicious/bites and rabid animals. A \$35.00 fee will be accessed per hour plus mileage plus all
17 applicable shelter fees. Hyde County will be responsible for collecting reimbursables. Hyde County will also be
18 responsible for making decisions in regards to warrants upon consultation with Tyrrell County Animal Control.

19 No action required.

20 **Revolving Loan Request – Marcy Brenner & Lou Castro, DBA Coyote Den/MRB Publishing, LLC**

21 Kris Cahoon Noble, Assistant County Manager/Planner, reported Marcy Brenner and Lou Castro (dba) Coyote Den
22 and MRB Publishing, LLC have been in business since 2001. They are performing songwriters and music
23 instructors. From 2008-2014 they were members of the performing folk music group Molasses Creek.

24 Brenner and Castro conducted their business from home for several years. During the summer of 2015 they created
25 a show entitled “Coyote Plus One”, which ran for 16 weeks and was performed in the Ocracoke Community Center.
26 When the center decided to not allow “for-profit” events they began to search for a venue that could accommodate
27 an audience. They found a lease opportunity when the Williams House in Community Square became available and
28 it is now home to their business operations. The Williams house contains a 40-seat listening room for live music
29 concerts, the upstairs has two rooms from which they conduct music lessons and utilize a writing/green room for
30 performing nights. They have had enjoyed substantial success since going out on their own, thanks to their website,
31 social media and community support.

32 Ms. Noble reported they wish to expand into the rest of their building and create a box office/lobby/retail area to
33 market their music store items, their own merchandise and to advertise local music events. They have raised over
34 25% of the total project costs (\$20,125.00) through an Indiegogo crowd funding campaign. She reported they have
35 requested a \$15,000.00 unsecured 5-year term at 4.00% interest loan to complete the renovations and for operating
36 capital. Monthly payments will be \$276.25. The loan request and all supporting documentation was reviewed and
37 approved by the Revolving Loan Committee in mid-August.

38 Commissioner Swindell moved to approve a \$15,000.00, unsecured, 5-year term, 4.00% interest loan to Marcelle
39 (Marcy) R. Brenner and Rene Louis (Lou) Castro (dba) Coyote Den/ MRB Publishing, LLC with monthly payments
40 of \$276.25 as per the approval and recommendation of the Revolving Loan Committee. Mr. Simmons seconded the
41 motion. The motion passed on the following vote: Ayes – Pugh, Tunnell, Simmons and Swindell; Nays – None;
42 Absent or not voting – Fletcher.

1 Manager Rich reported a remaining balance of \$185,000.00 in the Revolving Loan Fund; \$270,000.00 (+/-) in the
2 Golden LEAF fund for a total of approximately \$450,000.00 is available for approved loan(s).

3 **David's Trash Contract**

4 Bill Rich, County Manager, and James Blount, Hyde County Solid Waste Supervisor, met with Daniel Bergevin,
5 owner of David's Trash Service to discuss the county's contract with David's Trash. Mr. Rich reported service
6 provided by David's Trash is inadequate and request for proposal was put out.

7 Norma Yanez, Government Contracts Manager for Waste Industries, discussed the informal proposal. Ms. Yanez
8 reported Waste Industries has new containers and new trucks available. She noted the request for proposal is for a
9 service contract with no low bid concerns.

10 No action taken.

11 **Organization and Training for Ocracoke Planning Board and Ocracoke Board of Adjustments**

12 Kris Noble, Assistant Manager/Planner, reported she and Bill Rich, County Manager, will attend the Ocracoke
13 Planning Board meeting on Thursday, September 8 and the Ocracoke Board of Adjustments on Friday, September 9.
14 They will be coordinating organization and training for the two boards.

15 No action taken.

16 **Book Signing**

17 Bill Rich, County Manager, reported there will be a book signing ceremony for the book "North Carolina's
18 Blacklands Treasure" at the NC Estuarium on September 7, 2016 at 5:00pm. The book signing is part of the
19 Blackland Farm Managers Association's recognition of the book's author Phillip McMullan, Jr. and contributors, Cy
20 Rich, Jr., (Manager Rich's brother), Joe Landino, Steve Barnes and Paul Lilley.

21 No action required.

22 **FY16-17 Selling on GovDeals for Scrap – Utilities Department**

23 Commissioner Tunnell moved to approve sale of 1 – diesel generator, 1 – chipper, 1 – backhoe, 1 – Ford Ranger
24 and 3 – Econoline Vans from the Hyde County Utilities Department. Mr. Simmons seconded the motion. The
25 motion passed on the following vote: Ayes – Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not
26 voting – Fletcher.

27 **Delegates to Southern Albemarle Association 2016**

28 Commissioner Swindell moved to approve the list of Hyde County Delegates to Southern Albemarle Association
29 2016. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Tunnell,
30 Simmons and Swindell; Nays – None; Absent or not voting – Fletcher.

31 **Drainage Issues**

32 Earl Pugh, Jr., Chairman, reported on points made by Governor McCrory during his recent visit to Tyrrell County to
33 discuss Hurricane Hermine damage to Tyrrell and surrounding counties.

34 Commissioner Simmons reported on drainage district concerns and pumping issues.

35 Justin Gibbs reported four pumps are in place in Hyde County.

36 **Budget Transfers:**

37 Bill Rich, County Manager presented the following budget transfers for Board of Commissioner approval.

1	<u>Health Department</u>	
2	BR03-17 – Adult Health	\$1989.35
3	BR04-17 – Vidant Healthy Hyde Grant	\$7496.71
4	BR05-17 – Farmer’s Market	\$ 950.15
5	BR06-17 – Food & Lodging	\$ 50.00
6	BR07-17 – Private Water Wells	\$ 300.00
7	BR08-17 – Project Direct Legacy	\$4301.00

8 Commissioner Swindell moved to approve Health Department Budget Revisions BR03-17 through BR08-17 as
 9 presented. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh,
 10 Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – Fletcher.

11 **Management Reports:**

12 **Commissioner Ben Simmons** – attended a DSS meeting where making up funds was discussed, attended
 13 Governor McCrory and Commissioner Troxler’s visit to Tyrrell County on Sunday, and discussed water issues in
 14 Hyde County.

15 **Commissioner John Fletcher** was absent.

16 **Commissioner Barry Swindell** – met with Davis Ventures group, Manager Rich and Commissioner Simmons to
 17 discuss the future of the Davis building, and attended the FEMA flood mapping meeting.

18 **Commissioner Dick Tunnell** – thanked NPS representatives for update and attended Governor McCrory’s visit
 19 with farmers.

20 **Chairman Earl Pugh, Jr.** – received a thank you letter from Hyde County Hotline for funding received and
 21 relayed invitation to Davis Center Prayer Breakfast on the 17th.

22 **County Manager Bill Rich** – presented review of meetings and events he attended in August. Mr. Rich’s
 23 August calendar was provided. Mr. Rich will send a thank you letter to citizens and organizations that assisted
 24 during Hurricane Hermine.

25 **Assistant County Manager Kris Noble** – reported on meetings and events she attended in August. Ms. Noble
 26 announced the Mattie Arts Fall Festival, Farmer’s Market, Mile-long Yard Sale and the Swan Quarter Volunteer
 27 Fire Department Fund Raiser on Saturday, September 24th.

28 **Public Comments:**

29 Chairman Pugh called for comments from the public.

30 **Peter Vankevich – Ocracoke Observer**, asked if the new flood maps include Ocracoke.

31 **Tom Pahl, Ocracoke** – commended everyone who assisted during Hurricane Hermine and concurs a thank you
 32 letter should be sent to all.

33 **Justin Gibbs** – reported a Mainland Control Group would be beneficial.

34 There being no further comment from the public, Chairman Pugh continued the meeting.

35 **Closed Session (none)**

1 **Adjourn**

2

3 Commissioner Swindell moved to adjourn the meeting. Mr. Simmons seconded the motion. The motion passed on
4 the following vote: Ayes –Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – Fletcher.

5 The meeting adjourned at 7:35p.m.

6

7 Respectfully submitted:

8

9 Minutes approved on the 3rd day of October 2016.

10

11 Attest:

12

13

14

15

16

Lois Stotesberry, CMC, NCCCC
Clerk, Hyde County Board of Commissioners

17

18

19

Attachments:

20

Exhibit A: *“Certified Statement – FY2017 Rural Operating Assistance Program”*

21

22

Exhibit B: *“Proclamation – State of Emergency for Hyde County - Mandatory Visitor Evacuation for Ocracoke Island -
Hurricane Hermine”*

23

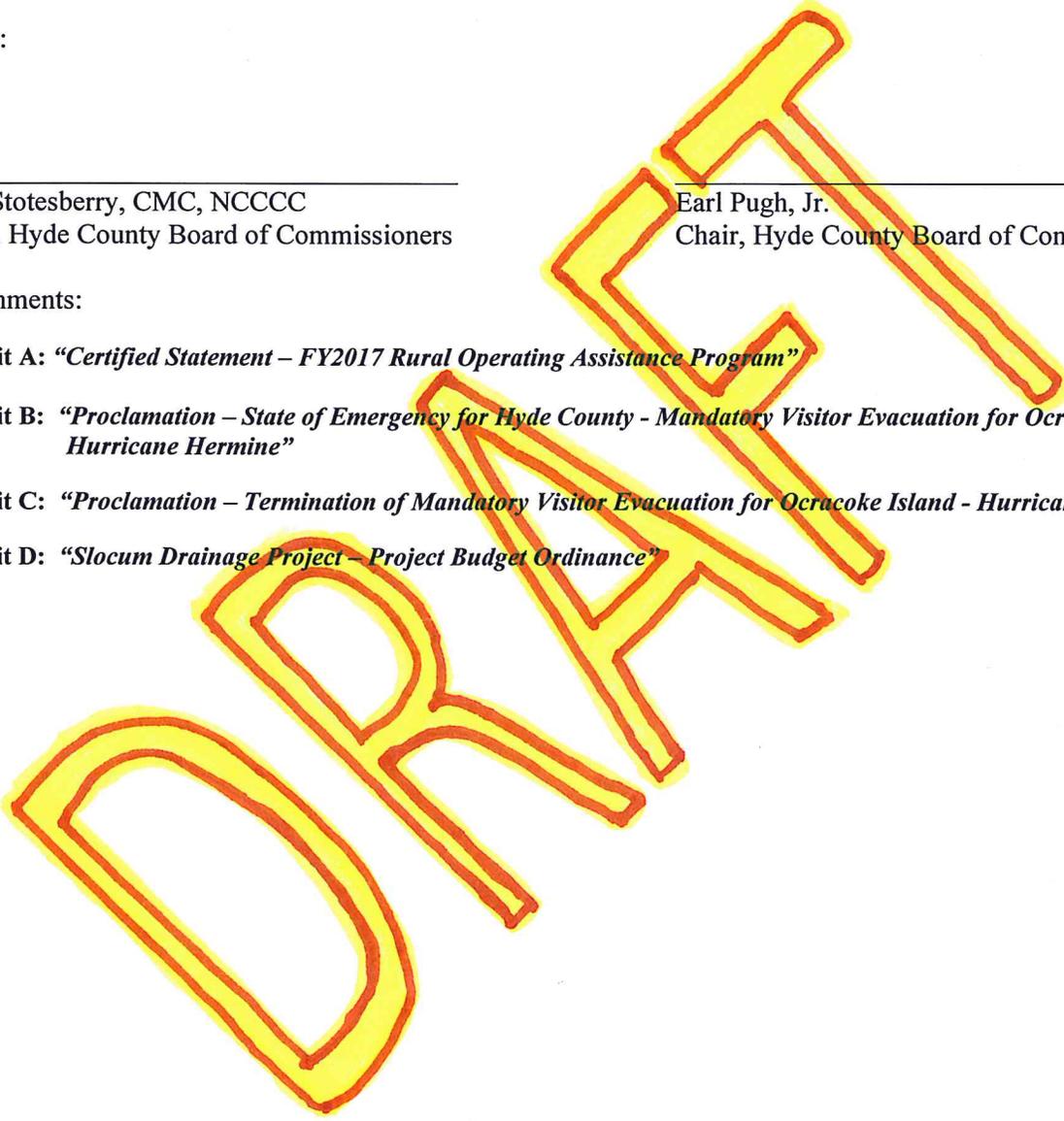
24

Exhibit C: *“Proclamation – Termination of Mandatory Visitor Evacuation for Ocracoke Island - Hurricane Hermine”*

25

Exhibit D: *“Slocum Drainage Project – Project Budget Ordinance”*

Earl Pugh, Jr.
Chair, Hyde County Board of Commissioners



**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: **October 3, 2016**
Presenter: **Linda Basnight, Tax Administrator**
Attachment: **Public Notice**

ITEM TITLE: **APPROVAL OF SCHEDULE OF TAX VALUES**

SUMMARY: Tax Administrator Linda Basnight will present:

**ORDER APPROVING 2017 REVALUATION
SCHEDULES, STANDARDS AND RULES**

Final adoption of the schedules, standards and rules will be November 7, 2016.

RECOMMEND: Conduct Public Hearing to receive citizen questions and/or comments on the Hyde County 2017 Schedule of Tax Values.

Motion Made By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Motion Seconded By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Vote: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher



**HYDE COUNTY
NORTH CAROLINA**

PUBLIC NOTICE

**ORDER APPROVING
2017 REVALUATION SCHEDULES, STANDARDS AND RULES**

**The schedules, standards and rules to be used in the 2017 scheduled reappraisal of
Real property in Hyde County have been adopted and are open to examination
In the Office of the Hyde County Tax Assessor.**

**A property owner who asserts that the schedules, standards, and rules are invalid
may except to the order and appeal therefrom to the North Carolina Property Tax
Commission within 30 days of the date when the notice of the order adopting the
schedules, standards and rules was first published.**

Final adoption of the schedules, standards and rules will be November 7, 2016.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: **October 3, 2016**
Presenter:
Attachment: **Yes**

ITEM TITLE: **FY17-18 NCDOT/PTD 5310-Elderly and Disabled Program Capital Grant**
Public Hearing and Resolution

SUMMARY: **Hyde County Health Department and Hyde County Transit are applying for a NCDOT/Public Transportation Division Grant to provide medical transportation services for Hyde County residents.**

RECOMMEND:

Motion Made By: Barry Swindell
 Earl Pugh, Jr.
 Dick Tunnell
 Ben Simmons
 John Fletcher

Motion Seconded By: Barry Swindell
 Earl Pugh, Jr.
 Dick Tunnell
 Ben Simmons
 John Fletcher

Vote: Barry Swindell
 Earl Pugh, Jr.
 Dick Tunnell
 Ben Simmons
 John Fletcher

PUBLIC TRANSPORTATION CONSOLIDATED CAPITAL CALL FOR PROJECTS PROGRAM
RESOLUTION

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statute and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for public transportation projects; and

WHEREAS, NCDOT has been designated as the State agency with principle authority and responsibility for administering capital projects for small urbanized and rural areas; and

WHEREAS, County of Hyde-Office of the Accountant (Hyde County Health Department) hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, and all small administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

WHEREAS, County of Hyde – Office of the Accountant (Hyde County Health Department) understands and agrees that capital project requests will be funded with 5310, 5311 (RTAP or ADTAP), 5339, state funds or a combination thereof. The applicant agrees they will adhere to the compliance of the grant used to fund the project.

NOW, THEREFORE, be it resolved that the Health Director of the County of Hyde-Office of the Accountant (Hyde County Health Department) is hereby authorized to submit a grant for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide public transportation services.

I (Certifying Official's Name)*Earl Pugh Jr., Chairman of the Hyde County Board of Commissioners do hereby certify that the above is true and correct copy of an excerpt from the minutes of a meeting of the Hyde County Board of Directors duly held on the 3rd day of October, 2016.

Signature of Certifying Official

Date

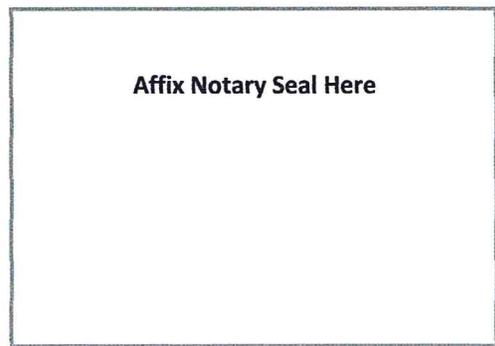
***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

Notary Public Signature _____

Printed Name and Address

My commission expires (date) _____



Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 6, 2016
Presenter: Linda Flowers
Attachment: Yes

ITEM TITLE: CAC QUARTERLY/ ANNUAL VISITATION REPORT

SUMMARY: Linda Flowers, will present the Cross Creek Health Care Center Community Advisory Committee (CAC) Quarterly/ Annual Visitation Report.

Ms. Flowers will also request the Board of Commissioners fill vacancies on the Community Advisory Committee. Charles Green resigned his position on the committee on July 16, 2016 and Judy B. Harris resigned her position on the committee on August 24, 2016.

RECOMMEND: Receive report and appoint CAC member(s).

Motion Made By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

Motion Seconded By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

Vote: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

Community Advisory Committee Quarterly/Annual Visitation Report

County <i>Hyde</i>	Facility Type - <input type="checkbox"/> Family Care Home <input type="checkbox"/> Adult Care Home <input type="checkbox"/> Nursing Home <input type="checkbox"/> Combination Home	Facility Name <i>Crosscreek Health Care Center</i>
Visit Date <i>5/12/2011</i>	Time Spent in Facility <i>1 hr 30 min</i>	Arrival Time <i>2:00</i> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Name of Person Exit Interview was held with <i>Lila Watson</i>		Interview was held <input checked="" type="checkbox"/> In-Person <input type="checkbox"/> Phone (Name & Title)
Committee Members Present: <i>Linda Powers, Karen Mackus & Frances Horne</i>		Report Completed by: <i>Frances Horne</i>
Number of Residents who received personal visits from committee members: <i>30</i>		
Resident Rights Information is clearly visible. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Ombudsman contact information is correct and clearly posted. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The most recent survey was readily accessible. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required for Nursing Homes Only)</i>		Staffing information is posted. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Profile		Comments & Other Observations
1. Do the residents appear neat, clean and odor free? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 2. Did residents say they receive assistance with personal care activities, Ex. brushing their teeth, combing their hair, inserting dentures or cleaning their eyeglasses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 3. Did you see or hear residents being encouraged to participate in their care by staff members? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 4. Were residents interacting w/ staff, other residents & visitors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 5. Did staff respond to or interact with residents who had difficulty communicating or making their needs known verbally? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 6. Did you observe restraints in use? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 7. If so, did you ask staff about the facility's restraint policies? <input type="checkbox"/> Yes <input type="checkbox"/> No		<i>They have a beauty shop - Larkin can have hair done washed + perm</i>
Resident Living Accommodations		Comments & Other Observations
8. Did residents describe their living environment as homelike? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 9. Did you notice unpleasant odors in commonly used areas? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 10. Did you see items that could cause harm or be hazardous? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 11. Did residents feel their living areas were too noisy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 12. Does the facility accommodate smokers? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 12a. Where? <input checked="" type="checkbox"/> Outside only <input type="checkbox"/> Inside only <input type="checkbox"/> Both Inside & Outside. 13. Were residents able to reach their call bells with ease? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 14. Did staff answer call bells in a timely & courteous manner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 14a. If no, did you share this with the administrative staff? <input type="checkbox"/> Yes <input type="checkbox"/> No		<i>A lady said she felt safe & well taken care of. She loves it here.</i>
Resident Services		Comments & Other Observations
15. Were residents asked their preferences or opinions about the activities planned for them at the facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 16. Do residents have the opportunity to purchase personal items of their choice using their monthly needs funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 16a. Can residents access their monthly needs funds at their convenience? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 17. Are residents asked their preferences about meal & snack choices? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 17a. Are they given a choice about where they prefer to dine? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 18. Do residents have privacy in making and receiving phone calls? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 19. Is there evidence of community involvement from other civic, volunteer or religious groups? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 20. Does the facility have a Resident's Council? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Family Council? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<i>The activity they enjoy the most is bingo. Residents are very happy & content.</i>
Areas of Concern		Exit Summary
Are there resident issues or topics that need follow-up or review at a later time or during the next visit? <i>No!</i>		Discuss items from "Areas of Concern" Section as well as any changes observed during the visit.

This Document is a PUBLIC RECORD. Do not identify any Resident(s) by name or inference on this form.
Top Copy is for the Regional Ombudsman's Record. Bottom Copy is for the CAC's Records.

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: October 3, 2016
Presenter: Pete Campbell, Manager, Mattamuskeet NWR
Attachment: Yes

ITEM TITLE: UPDATE – STATE OF LAKE MATTAMUSKEET

SUMMARY: Mattamuskeet National Wildlife Refuge Manager Pete Campbell will present:

- Declining Waterfowl Habitat As a Result of Declining Water Quality at Lake Mattamuskeet NWR
- Nine Minimum Elements to Be Included in a Watershed Plan for Impaired Waters Funded Using Incremental Section 319 Funds

RECOMMEND: Discussion.

Motion Made By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

Motion Seconded By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

Vote: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

Declining waterfowl habitat as a result of declining water quality at Lake Mattamuskeet, Mattamuskeet NWR

Michelle Moorman, 9/22/2016

The aquatic grasses have all but disappeared from Lake Mattamuskeet, the Centerpiece of Mattamuskeet NWR (Figure 1). Aquatic grasses, also referred to as submerged aquatic vegetation (SAV), include beds of aquatic plants like wild celery, redhead grass, sago pondweed, southern naiad, muckgrass, and nitella. Located on the Albemarle-Pamlico Peninsula in eastern North Carolina, Mattamuskeet Refuge was established to promote and maintain wetlands for migratory bird populations, specifically wintering waterfowl, as well as habitat for other wetland-dependent wildlife. Many of the Refuge wildlife and habitat conservation goals, outlined in the Comprehensive Conservation Plan, are supported by having grasses in the lake because the vegetation provides key food resources for migratory birds, particularly the hundreds of thousands of waterfowl which migrate to the lake each winter. Thus determine why grasses have disappeared and approaches that can be used to restore SAV has become a priority management goal for the Refuge and it's many partners which include NC Wildlife Resources Commission (NCWRC), Hyde County government, Hyde County Soil and Water Conservation District, NC Division of Water Resources, local land owners, and researchers.

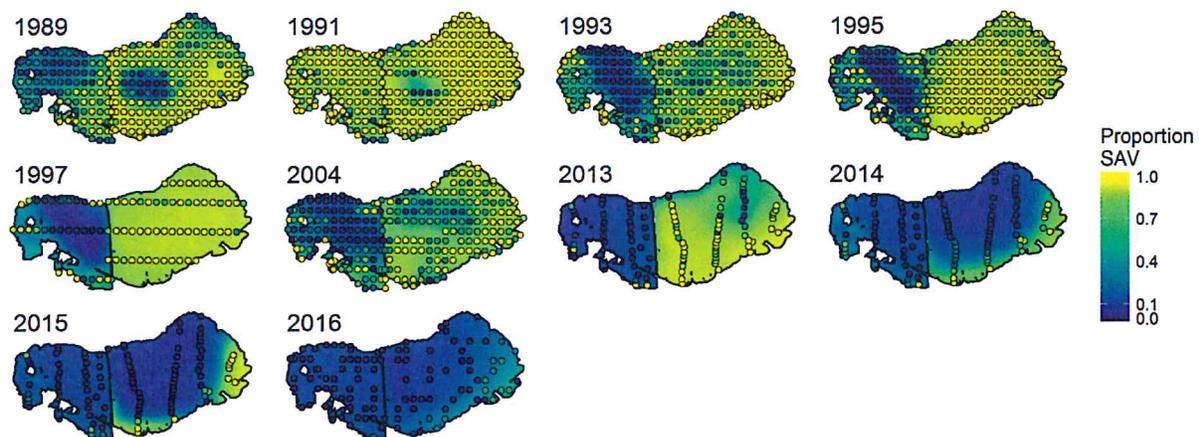


Figure 1. Estimated proportion of submerged aquatic vegetation (SAV) coverage from 1989-2016.

As a technical working group composed of USFWS and NCWRC staff, we have been working to understand declines in SAV through the lens of a conceptual model published by Davis and Brinson (1980, Figure 2). Our trend analysis has demonstrated that over the past 20 years there has been a significant increase in the nutrients, nitrogen and phosphorus, and suspended sediments in the lake. These nutrients stimulate plant growth, specifically algae, which can result in algal blooms dominated by

cyanobacteria and capable of producing cyanotoxin, cylindrospermopsin, at a level of concern to recreational users. As a result, Lake Mattamuskeet has transformed from a clear lake full of SAV to a turbid lake full of undesirable algae. We are able to make these assessments based on monitoring data that has been collected over the past 20 years with an increase in monitoring efforts occurring over the past 4 years. Through collaboration, we have worked together to identify, prioritize, and conduct monitoring and research at Mattamuskeet NWR that will inform a watershed plan and future management actions aimed at restoring SAV and water quality in the lake.

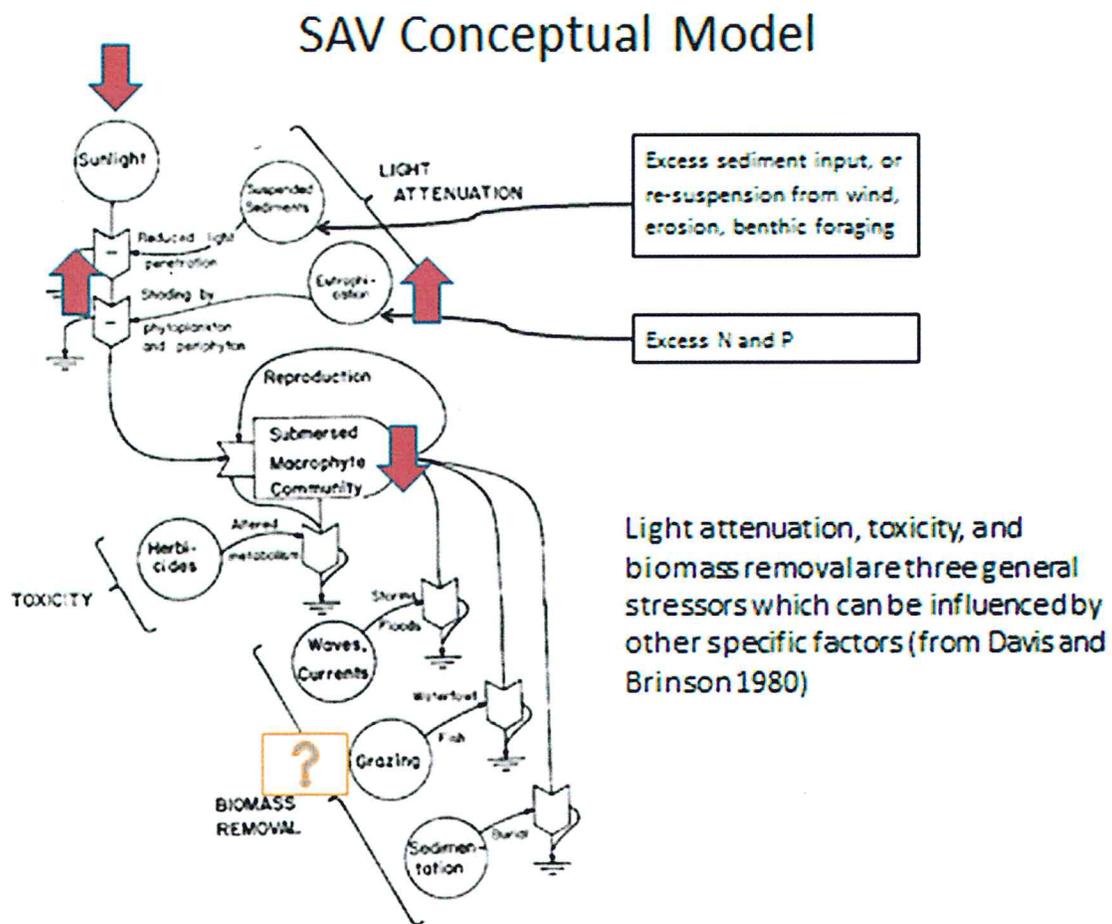


Figure 2. Model of submerged aquatic vegetation productivity (Davis and Brinson, 1980). Arrows indicate the trend of parameters that have been monitored and analyzed.

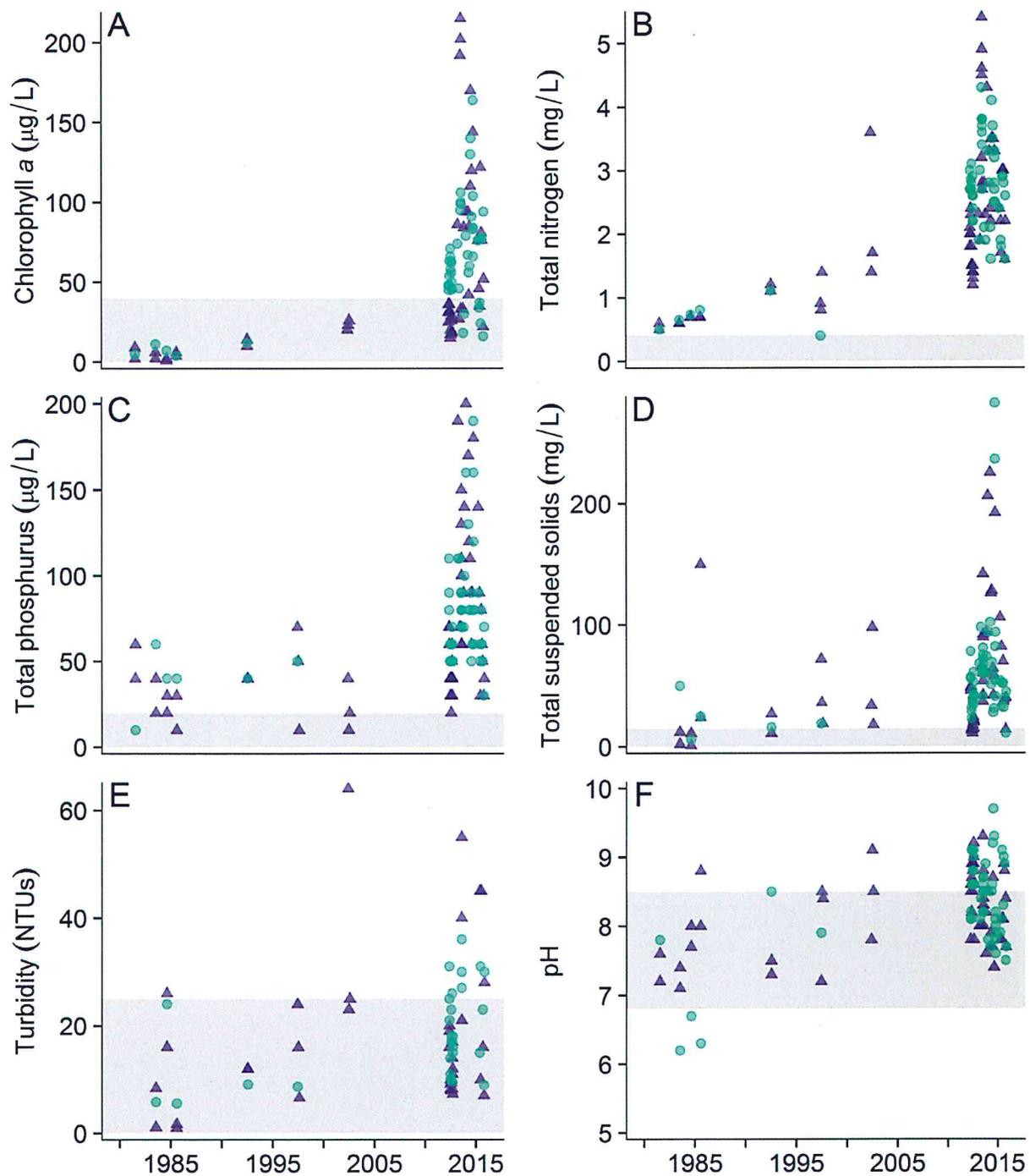


Figure 3. Trends in summer (June-August) values of chlorophyll *a* (A), total nitrogen (B), total phosphorus (C), total suspended solids (D), turbidity (E), and pH (F) measured at Lake Mattamuskeet, North Carolina during 1983 - 2015. All of these parameters are statistically-significantly increasing over this time period. Triangles indicate samples collected in the west basin; circles represent samples from the east basin. Shading indicates the existing water-quality standards and guidelines for each parameter.

2.6 **9** Nine Minimum Elements to Be Included in a Watershed Plan for Impaired Waters Funded Using Incremental Section 319 Funds

Although many different components may be included in a watershed plan, EPA has identified nine key elements that are critical for achieving improvements in water quality. (↗ Go to www.epa.gov/owow/nps/cwact.html for a copy of the FY 2004 *Guidelines for the Award of Section 319 Nonpoint Source Grants to States and Territories*).

What Does This Mean?

9 Shows you where one or more of the nine minimum elements are specifically discussed.

EPA requires that these nine elements be addressed in watershed plans funded with incremental Clean Water Act section 319 funds and strongly recommends that they be included in all other watershed plans intended to address water quality impairments. In general, state water quality or natural resource agencies and EPA will review watershed plans that provide the basis for section 319-funded projects. Although there is no formal requirement for EPA to approve watershed plans, the plans must address the nine elements discussed below if they are developed in support of a section 319-funded project.

In many cases, state and local groups have already developed watershed plans for their rivers, lakes, streams, wetlands, estuaries, and coastal waters. If these existing plans contain the nine key elements listed below, they can be used to support section 319 work plans that contain projects extracted from the plan. If the existing plans do not address the nine elements, they can still provide a valuable framework for producing updated plans. For example, some watershed management plans contain information on hydrology, topography, soils, climate, land uses, water quality problems, and management practices needed to address water quality problems but have no quantitative analysis of current pollutant loads or load reductions that could be achieved by implementing targeted management practices. In this case, the plan could be amended by adding this information and other key elements not contained in the original plan. If separate documents support the plan and the nine elements listed below but are too lengthy to be included in the watershed plan, they can be summarized and referenced in the appropriate sections of the plan. EPA supports this overall approach—building on prior efforts and incorporating related information—as an efficient, effective response to the need for comprehensive watershed plans that address impaired and threatened waters.

Figure 2-3 highlights where the nine key elements fit into the overall watershed planning process. Once the plan has been developed, plan sponsors can select specific management actions included in the plan to develop work plans for nonpoint source section 319 support and to apply for funding to implement those actions (↗ chapter 12).

The nine elements are provided below, listed in the order in which they appear in the guidelines. Although they are listed as *a* through *i*, they do not necessarily take place sequentially. For example, element *d* asks for a description of the technical and financial assistance that will be needed to implement the watershed plan, but this can be done only after you have addressed elements *e* and *i*.

Explanations are provided with each element to show you what to include in your watershed plan. In addition, chapters where the specific element is discussed in detail are referenced.

Nine Elements of Watershed Plans

a. Identification of causes of impairment and pollutant sources or groups of similar sources that need to be controlled to achieve needed load reductions, and any other goals identified in the watershed plan. Sources that need to be controlled should be identified at the significant subcategory level along with estimates of the extent to which they are present in the watershed (e.g., X number of dairy cattle feedlots needing upgrading, including a rough estimate of the number of cattle per facility; Y acres of row crops needing improved nutrient management or sediment control; or Z linear miles of eroded streambank needing remediation). (Chapters 5, 6, and 7.)

What does this mean?

Your watershed plan should include a map of the watershed that locates the major causes and sources of impairment. To address these impairments, you will set goals that will include (at a minimum) meeting the appropriate water quality standards for pollutants that threaten or impair the physical, chemical, or biological integrity of the watershed covered in the plan.

This element will usually include an accounting of the significant point and nonpoint sources in addition to the natural background levels that make up the pollutant loads causing problems in the watershed. If a TMDL exists, this element may be adequately addressed. If not, you will need to conduct a similar analysis to do this. The analytical methods may include mapping, modeling, monitoring, and field assessments to make the link between the sources of pollution and the extent to which they cause the water to exceed relevant water quality standards.

b. An estimate of the load reductions expected from management measures.

What does this mean?

On the basis of the existing source loads estimated for element a, you will similarly determine the reductions needed to meet the water quality standards. You will then identify various management measures (see element c below) that will help to reduce the pollutant loads and estimate the load reductions expected as a result of these management measures to be implemented, recognizing the difficulty in precisely predicting the performance of management measures over time.

Estimates should be provided at the same level as that required in the scale and scope component in paragraph a (e.g., the total load reduction expected for dairy cattle feedlots, row crops, or eroded streambanks). For waters for which EPA has approved or established

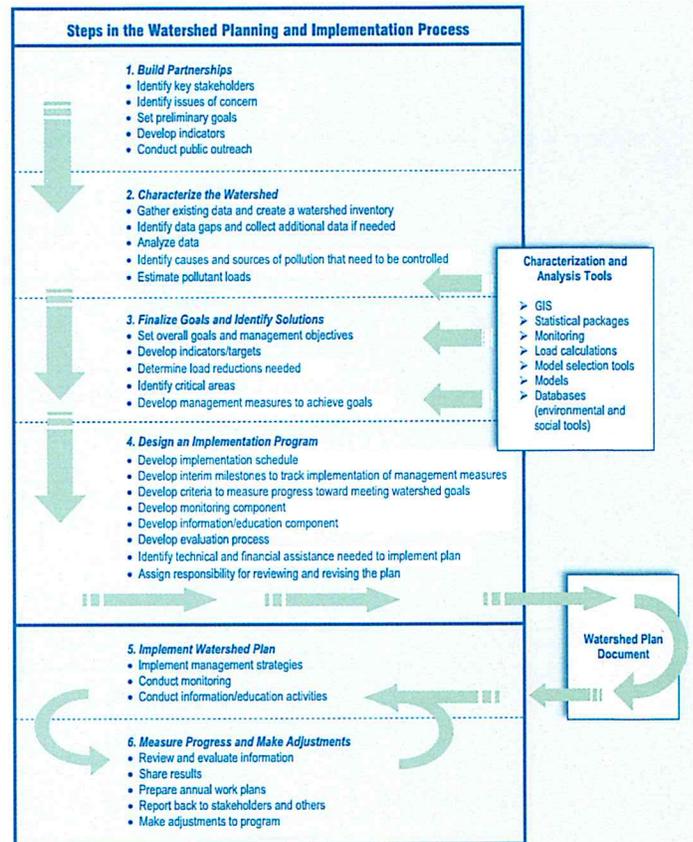


Figure 2-3. Incorporating the Nine Minimum Elements into Your Watershed Plan

TMDLs, the plan should identify and incorporate the TMDLs. Applicable loads for downstream waters should be included so that water delivered to a downstream or adjacent segment does not exceed the water quality standards for the pollutant of concern at the water segment boundary. The estimate should account for reductions in pollutant loads from point and nonpoint sources identified in the TMDL as necessary to attain the applicable water quality standards. (↪ Chapters 8 and 9)

c. A description of the nonpoint source management measures that will need to be implemented to achieve load reductions in paragraph 2, and a description of the critical areas in which those measures will be needed to implement this plan.

What does this mean?

The plan should describe the management measures that need to be implemented to achieve the load reductions estimated under element *b*, as well as to achieve any additional pollution prevention goals called out in the watershed plan (e.g., habitat conservation and protection). Pollutant loads will vary even within land use types, so the plan should also identify the critical areas in which those measures will be needed to implement the plan. This description should be detailed enough to guide implementation activities and can be greatly enhanced by identifying on a map priority areas and practices. (↪ Chapters 7, 8, 9, 10, and 11.)

d. Estimate of the amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities that will be relied upon to implement this plan.

What does this mean?

You should estimate the financial and technical assistance needed to implement the entire plan. This includes implementation and long-term operation and maintenance of management measures, I/E activities, monitoring, and evaluation activities. You should also document which relevant authorities might play a role in implementing the plan. Plan sponsors should consider the use of federal, state, local, and private funds or resources that might be available to assist in implementing the plan. Shortfalls between needs and available resources should be identified and addressed in the plan. (↪ Chapter 12.)

e. An information and education component used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing, and implementing the nonpoint source management measures that will be implemented.

What does this mean?

The plan should include an I/E component that identifies the education and outreach activities or actions that will be used to implement the plan. These I/E activities may support the adoption and long-term operation and maintenance of management practices and support stakeholder involvement efforts. (↪ Chapters 3 and 12.)

f. Schedule for implementing the nonpoint source management measures identified in this plan that is reasonably expeditious.

What does this mean?

You should include a schedule for implementing the management measures outlined in your watershed plan. The schedule should reflect the milestones you develop in *g*. (↪ Chapter 12.)

g. A description of interim measurable milestones for determining whether nonpoint source management measures or other control actions are being implemented. (↪ Chapter 12.)

What does this mean?

You'll develop interim, measurable milestones to measure progress in implementing the management measures for your watershed plan. These milestones will measure the implementation of the management measures, such as whether they are being implemented on schedule, whereas element *h* (see below) will measure the effectiveness of the management measures, for example, by documenting improvements in water quality.

h. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made toward attaining water quality standards.

What does this mean?

As projects are implemented in the watershed, you will need water quality benchmarks to track progress. The *criteria* in element *h* (not to be confused with *water quality criteria* in state regulations) are the benchmarks or waypoints to measure against through monitoring. These interim targets can be direct measurements (e.g., fecal coliform concentrations) or indirect indicators of load reduction (e.g., number of beach closings). You should also indicate how you'll determine whether the watershed plan needs to be revised if interim targets are not met. These revisions could involve changing management practices, updating the loading analyses, and reassessing the time it takes for pollution concentrations to respond to treatment. (↪ Chapters 12 and 13.)

*i. A monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the criteria established under item *h* immediately above.*

What does this mean?

The watershed plan should include a monitoring component to determine whether progress is being made toward attaining or maintaining the applicable water quality standards. The monitoring program should be fully integrated with the established schedule and interim milestone criteria identified above. The monitoring component should be designed to determine whether loading reductions are being achieved over time and substantial progress in meeting water quality standards is being made. Watershed-scale monitoring can be used to measure the effects of multiple programs, projects, and trends over time. Instream monitoring does not have to be conducted for individual BMPs unless that type of monitoring is particularly relevant to the project. (↪ Chapters 6, 12, and 13.)

The remainder of this handbook proceeds through the watershed planning process, addressing these elements in detail to show you how to develop and implement watershed plans that will achieve water quality and other environmental goals.

The level of detail (figure 2-4) needed to address the nine key elements of watershed management plans listed above will vary in proportion to the homogeneity or similarity of land use types and variety and complexity of pollution sources. Urban and suburban watersheds will therefore generally be planned and implemented at a smaller scale than watersheds with large areas of a similar rural character. Similarly, existing watershed plans and strategies for larger river basins often focus on flood control, navigation, recreation, and water supply but contain only summary information on existing pollutant loads. They often generally identify only source areas and types of management practices. In such cases, smaller subbasin and

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: **October 3, 2016**
Presenter: **County Manager Bill Rich**
Attachment: **No**

ITEM TITLE: **EMPLOYEE OF THE MONTH**

SUMMARY: Manager Bill Rich will announce the Employee of the Month.
 The employee will spin the “Wheel of Thanks.”

RECOMMEND: Congratulations.

Motion Made By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Motion Seconded By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Vote: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: October 3, 2016
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

SUMMARY: Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

RECOMMEND: Receive comments.

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: October 3, 2016
Presenter: Bill Rich, County Manager
Attachment: Yes

ITEM TITLE: RESOLUTION – APPROVING TRANSACTION WITH LIBERTY

SUMMARY: Manager Rich will ask the Board to consider resolution which approves the sale of the home health agency to Liberty and authorize him to sign the APA and transaction documents.

RECOMMEND: Approve. Mr. Rich will execute the approved APA and ancillary transaction documents on or around October 4th and exchange APA signature pages.

Motion Made By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

Motion Seconded By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

Vote: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher

**Resolutions of the
Hyde County Board of Commissioners
October 3, 2016**

The following Resolutions were duly adopted by the Hyde County Board of Commissioners (the "Board"), the governing body of the County of Hyde (the "County"), in a duly called regular meeting on October 3, 2016.

WHEREAS, the County currently owns certain assets, which assets are associated with the provision of Medicare-certified home health and related services through its agency, Hydeland Home Care Agency (the "Agency");

WHEREAS, N.C. Gen. Stat. §131E-13 provides that if the County leases, sells, or conveys the Agency, or part thereof, the procedural requirements of N.C. Gen. Stat. §131E-13(d) shall apply;

WHEREAS, the Board has carefully studied the future needs of the Agency and has held public hearings and obtained public comment on the present and future needs of the Agency in accordance with the requirements of N.C. Gen. Stat. §131E-13(d);

WHEREAS, the Board has (i) at a regular meeting more than sixty (60) days prior to the date hereof, adopted a resolution declaring the intent of the County to sell the Agency (the "Resolution of Intent"); (ii) at said meeting, requested proposals for the sale of the Agency by direct solicitation of at least five (5) prospective purchasers; (iii) conducted a public hearing on the Resolution of Intent not less than fifteen (15) days after its adoption; (iv) required information on charges, services, and indigent care at similar facilities owned and operated by each proponent; (v) not less than forty-five (45) days after adopting the Resolution of Intent and not less than thirty (30) days after conducting the public hearing on the Resolution of Intent, conducted a public hearing on the proposals to purchase the Agency; and (vi) made copies of the proposals with respect to the Agency available to the public at least ten (10) days before the public hearing on said proposals, all in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(1) through (6);

WHEREAS, Liberty Homecare Group, LLC ("Liberty"), which is experienced in the operation and management of home health agencies, submitted a proposal on behalf of itself and its affiliates to purchase substantially all of the assets used in the operation of the Agency (the "Assets");

WHEREAS, the terms and conditions of the proposed sale of the Assets to Liberty's affiliate, Liberty Homecare VII, LLC ("Liberty Homecare"), have been reduced to writing in the form of an Asset Purchase Agreement by and between the County and Liberty Homecare (the "Asset Purchase Agreement"), the form of which is attached hereto as Exhibit A;

WHEREAS, at least ten (10) days before this meeting, the County made copies of the Asset Purchase Agreement available to the public in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(8) and a legal notice of this regular meeting of the Board was published in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7); and

WHEREAS, in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7), after considering whether the sale of the Assets to Liberty Homecare, in accordance with the provisions of this Resolution, will meet the health-related needs of medically underserved groups,

such as low income persons, racial and ethnic minorities, and handicapped persons, the Board finds that the sale of the Assets is in the public interest.

NOW, THEREFORE, be it resolved that in accordance with N.C. Gen. Stat. §131E-13(d), the Board hereby authorizes the completion of the following actions:

1. The County Manager shall execute on behalf of the County the Asset Purchase Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Restricted Fund Agreement, and the Lease Agreement, in substantially the form presented to and approved by the Board.

2. The County Manager shall execute any other agreements, certificates, documents, and instruments to be executed by the County in connection with the Asset Purchase Agreement, and take such other and further actions as may be necessary to conclude and implement the transaction described in this Resolution.

These Resolutions were duly adopted by the Board, effective October 3, 2016, and have been attached to the Minutes of the Board for its duly called meeting on that date.

HYDE COUNTY BOARD OF COMMISSIONERS

Earl Pugh, Jr., Chairman

ATTEST:

Lois Stotesberry
Clerk to the Board of Commissioners



EXHIBIT A

ASSET PURCHASE AGREEMENT

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: **October 3, 2016**
Presenter: **Luana C. Gibbs**
Attachment: **Yes**

ITEM TITLE: **1. Resolution for Post-Employment Benefits Trust**
 2. Appointment of Trustee for Benefits Trust

SUMMARY: On July 1, 2007 four counties from Tideland Mental Health merged with Albemarle Mental Health, while other qualified employees retired. Because of the retirement, these employees were entitled to post-retirement health insurance benefits. Tideland and the State of NC provided funding for this benefit.

Hyde County, as well as nine other counties, remained a member of Albemarle Mental Health, though this is no longer an ongoing entity. At this time, the 10 counties wish to establish a Trust Fund – Other Post-Employment Benefits (OPEB) Trust Fund, in which each county manager will be appointed as Trustee. The Trust Fund will qualify as an irrevocable tax-exempt trust performing an essential governmental function.

RECOMMEND:

1. **ADOPT** RESOLUTION FOR POST EMPLOYMENT BENEFITS TRUST.
2. **APPOINT** COUNTY MANAGER AS THE TRUSTEE FOR HYDE COUNTY.

Motion Made By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

Motion Seconded By: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

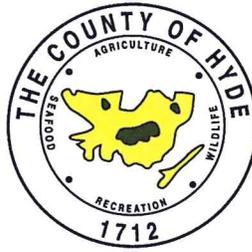
Vote: ___ Earl Pugh, Jr.
 ___ Barry Swindell
 ___ Dick Tunnell
 ___ Ben Simmons
 ___ John Fletcher

COUNTY OF HYDE

Board of Commissioners

Earl Pugh, Jr., Chairman
Barry Swindell, Vice-chair
Benjamin Simmons, III
John Fletcher
Dick Tunnell

30 Oyster Creek Road
P.O. Box 188
Swan Quarter, NC 27885



Bill Rich, County Manager

Fred Holscher, Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE,
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 Hyde, 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, Hyde, 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 administrating county; and

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, 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 Hyde 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.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution titled **"A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, 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** was duly adopted by the following vote:

AYES:

NAYS:

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2016.

ATTEST:

Earl Pugh, Jr., Chairman
Hyde County Board of Commissioners

Lois Stotesberry, CMC, NCCCC
Clerk, Hyde County Board of Commissioners

EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the County of Hyde, North Carolina, was duly held on October 3, 2016 at 6:00 p.m. in the County Board of Commissioners' Meeting Room, 30 Oyster Creek Road, Swan Quarter, Ocracoke School Commons Room, 120 Schoolhouse Road, Ocracoke, North Carolina, Chairman Earl Pugh, Jr. presiding.

The following members were present:

The following members were absent:

Commissioner _____ moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, 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 Hyde, 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, Hyde, 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 administrating county; and

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, 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 Hyde 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.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution titled "**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, 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**" was duly adopted by the following vote:

AYES:

NAYS:

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2016.

STATE OF NORTH CAROLINA)
)
COUNTY OF HYDE) SS:

I, Lois Stotesberry, Clerk to the Board of Commissioners of the County of Hyde, North Carolina, *DO HEREBY CERTIFY*, as follows:

1. A regular meeting of the Board of Commissioners of the County of Hyde, a political subdivision of the State of North Carolina, was duly held on October 3, 2016, proper notice of such meeting having been given as required by North Carolina statute, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of said Board of Commissioners.

2. I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3. Said minutes correctly state the time when said meeting was convened and the place where such meeting was held and the members of said Board who attended said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of said County, this _____ day of October, 2016.

(SEAL)

LOIS STOTESBERRY
Clerk to the Board of Commissioners
County of Hyde, North Carolina

**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
DEFINITIONS**

- 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.

- 1.5 “**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 143-318.11 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 counsel as 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 uninvested 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

- _____ County Manager Camden County
- _____ County Manager Chowan County
- _____ County Manager Currituck County
- _____ County Manager Dare County
- _____ County Manager Hyde County
- William (Bill) DeRich _____ 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
- Earl Pugh, Jr.*
_____ Chairman Martin County
- _____ Chairman Pasquotank County
- _____ Chairman Perquimans County
- _____ Chairman Tyrrell County
- _____ Chairman Washington County

EXHIBIT A

**MEMORANDUM OF AGREEMENT
PROVISION OF HEALTH INSURANCE BENEFITS
for QUALIFIED RETIREES OF ALBEMARLE MENTAL HEALTH
and TIDELAND MENTAL HEALTH**

WHEREAS, July 1, 2007 four counties from Tideland Mental Health (Tideland) merged with the six counties comprising Albemarle Mental Health (Albemarle); and

WHEREAS, certain qualified employees retired from Albemarle and Tideland and therefore were and are entitled to post retirement health insurance benefits as set forth in policies approved by the Boards of each of those agencies; and

WHEREAS, neither Albemarle or Tideland is an ongoing entity; and

WHEREAS, the ten counties that were the remaining member counties of Albemarle Mental Health upon its dissolution are Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington; and

WHEREAS, funds were provided by Tideland at the time of merger for the purpose of funding the post retirement health insurance benefits for qualified Tideland employees and funds were provided by the State of North Carolina at the time of dissolution to assist with the funding of these benefits for both Albemarle and Tideland retirees; and

WHEREAS, Martin County has agreed to handle the administration of providing the retiree health insurance and therefore Martin County has possession of the funds available for same and Martin county is willing to do so for no compensation but also has no individual liability to provide these benefits in the event the funds set aside for this purpose are exhausted; and

WHEREAS, Martin County will provide a financial report to each of the county managers no later than July 31st each year which will include at a minimum the beginning balance of the fund, charges to the fund and the ending balance of the fund; and

WHEREAS, in the event the funds are exhausted prior to the retirees no longer being eligible for coverage the counties will determine what action to take and if it is to make up the shortfall it shall be done on a per capita basis for each county; and

WHEREAS, the county managers of each county are collectively given the authority to make any necessary administrative decisions regarding these funds with the exception of decisions regarding funds being exhausted.

NOW, THEREFORE BE IT RESOLVED that each of the counties named below evidenced by the signature of the Chairman of the Board of Commissioners hereby agrees to the recitals above regarding the provision of post retirement health insurance benefits to those eligible former employees of Albemarle Mental Health and Tideland Mental Health.

CAMDEN COUNTY

DATE _____

CHAIRMAN

CLERK TO THE BOARD

CHOWAN COUNTY

DATE _____

CHAIRMAN

CLERK TO THE BOARD

CURRITUCK COUNTY

DATE _____

CHAIRMAN

CLERK TO THE BOARD

DARE COUNTY

DATE _____

CHAIRMAN

CLERK TO THE BOARD

HYDE COUNTY

DATE _____

CHAIRMAN *Earl Pugh, Sr.*

CLERK TO THE BOARD

MARTIN COUNTY

DATE 6-28-11

Elmo "Butch" Lelley

CHAIRMAN

Maurice B. Thompson

CLERK TO THE BOARD

PASQUOTANK COUNTY

DATE _____

CHAIRMAN

CLERK TO THE BOARD

PERQUIMANS COUNTY

DATE _____

CHAIRMAN

CLERK TO THE BOARD

TYRRELL COUNTY

DATE _____

CHAIRMAN

CLERK TO THE BOARD

WASHINGTON COUNTY

DATE _____

CHAIRMAN

CLERK TO THE BOARD