

STATE OF NORTH CAROLINA**MINUTES****COUNTY OF MADISON**

The Madison County Board of Commissioners met in regular session on Monday, January 09, 2012 at 7:00 p.m. in the Courtroom, Madison County Courthouse, Marshall, NC.

In attendance were Chairperson Debbie Ponder, Vice-Chairman Billy Roberts, Commissioner Bill Briggs, Commissioner Hall Moore, Commissioner Sue Vilcinskas, County Manager Steve Garrison, and Attorney Larry Leake.

I.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve the agenda as presented with the following addition:

14-A. Billy Roberts – Tax Office.

II.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the minutes of the December 12, 2011 meeting.

III.

The Board conducted a public hearing with regard to the 2013 Community Transportation Program Grant Application.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve an application to the NC Department of Transportation for funding in the amount of \$188,429.00. Project funding is 80% federal (\$150,743), 5% NCDOT (\$9,421); and 15% local (\$28,265).

IV.

Lynn Bowles, Parks and Recreation Director, recognized Madison County's Special Olympians.

V.

Upon recommendation of Lynn Bowles and upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to reappoint Jan Franklin, Gene Rogers, and Missy Fisher to the Parks and Recreation Board; and to appoint Steve Bates and Susan Goforth to replace Michael Gentry and Matthew Ponder who have been unable to serve.

VI.

Upon recommendation of Karen Kiehna, and upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the attached Fair Housing Plan as now required for Community Development Block Grants.

VII.

Upon recommendation of Connie Harris, DSS Director, and upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to employ Jamie Blackburn as a Social Worker I.

VIII.

Upon recommendation of Jan Shepard, Interim Health Department Director, and upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the promotion of Candice Davis from a Processing Assistant III to a Processing Assistant V, a level for which she now qualifies. This will result in a 5% salary increase, which will be fully paid for by WIC funds.

IX.

Upon recommendation of Jan Shepard, and upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to employ Bethany Brooks as a Social Worker II.

X.

Motion by Commissioner Briggs to appoint Eleanor Grant and Dr. Reese Steen to the Board of Health. Failed for lack of a second.

XI.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted four to one to reappoint to the Board of Health Debbie Ponder and Tony Payne; and to appoint Loretta Coates a three year term, Carol Dixon to a two year term and Mike Stevenson to a one year term. Voting in the affirmative were Commissioner Moore, Commissioner Roberts, Commissioner Vilcinskas, and Chairperson Ponder.

XII.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to reappoint Rick Sharpe to the Board of Adjustment and to appoint Larry Burda to replace Penny Frisby whose term had expired.

XIII.

Motion by Commissioner Briggs to appoint Dyatt Smathers and Gordon Randolph to the Planning Board. Failed for lack of a second.

XIV.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted four to one to reappoint Sue Keener and Paula Franklin to the Planning Board. Voting in the affirmative were Commissioner Roberts, Commissioner Moore, Commissioner Vilcinskas and Chairperson Ponder.

XV.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to reappoint Clayton Willis to the Watershed Review Board.

XVI.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted four to one to appoint Warren Anders to the Watershed Review Board replacing Brian Ball. Voting in the affirmative were Commissioner Roberts, Commissioner Moore, Commissioner Vilcinskas, and Chairperson Ponder. Voting in the negative was Commissioner Briggs.

XVII.

Upon recommendation of Attorney Leake, and upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to grant an extension of the NC DOT Enhancement Grant to January 29, 2012 in regard to the Montague Hall Project. The County has no money involved in the project, and has merely been a conduit for NC DOT funds to the College.

XVIII.

Upon request of Rick Molland, Director of the Madison County Housing Coalition, and upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the Coalition's application for a grant in the amount of \$90,000.00 from the Asheville Housing Consortium.

XIX.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to employ Debbie Shelton in the Finance Office and the Tax Supervisor/Collector's Office.

XX.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to approve the attached Budget Amendment #06.

XXI.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the attached property tax releases, vehicle tax releases, and tax refunds as recommended by Frank House.

XXII.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to adjourn.

This the 9th day of January, 2012.

MADISON COUNTY

By: _____
Debbie Ponder, Chairperson

ATTEST:

Larry Leake, Clerk

NOTICE
Application Posting
FY 2013 COMMUNITY TRANSPORTATION PROGRAM

Authority

The Governor of North Carolina, in accordance with the Urban Mass Transportation Act of 1964, as amended, has designated the N.C. Department of Transportation (NCDOT) Public Transportation Division (PTD) as the agency to receive and administer federal and state public transportation funds. The NCDOT (G.S. 136-44.20) is the recipient of all Section 5311 funds and the Community Transportation Program (CTP) applicant is the sub-recipient.

Call for Projects

By the above stated authority, NCDOT is accepting applications from designated subrecipients. North Carolina's coordinated approach to service delivery currently allows only a single applicant (sub-recipient) for CTP funding within a county or group of counties. Applicants must maintain a minimum level of coordinated transportation services to be eligible to receive public transportation assistance through the CTP program.

Program Funding Targets

Specifically, the Section 5311 program intends to: (1) enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; (2) assist in the maintenance, development, improvement and use of public transportation systems in non-urbanized areas; (3) encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; (4) assist in the development and support of intercity bus transportation; and (5) provide for the participation of private transportation providers in non-urbanized transportation.

Application Due Date

January 27, 2012

The entire grant application package is in a single compressed zip file. Click here to download and save the file to your computer. After downloading, un-zip the file on your computer to access the individual forms.

PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed Madison Transportation Authority Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than January 27, 2012. The public hearing will be held on Monday, January 9, 2012 at 7:00pm before the (*governing board*) Madison County Board of County Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact Penny Buckner, Director on or before January 5, 2012, at telephone number 828-649-2722 or via email at pbuck@madisoncountync.org.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Madison County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Madison County Transportation Authority. Services are rendered by Madison County.

The total estimated amount requested for the period July 1, 2012 through June 30, 2013

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ 188,429	\$ 28,265 (15%)
Capital (Vehicles & Other)	\$ 46,968	\$ 4,698 (10%)
Operating (Small fixed-route, regional, and consolidated urban-rural systems only)	\$	\$ *(50%) or more *Note: Small Fixed Route systems must contribute more than 50%
TOTAL PROJECT	\$ 235,397	\$ 32,963
	Total Funding Request	Total Local Share

This application may be inspected at 462 Loug Branch Road, Marshall, NC 28753 from 9am-5pm. Written comments should be directed to Penny Buckner, Director before January 5, 2012.

End of Notice

Note: AN ORIGINAL COPY of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. **Both the Public Hearing Notice and the Affidavit of Publication** must be submitted with the CTP grant application.

LOCAL SHARE CERTIFICATION FOR FUNDING

Madison County Transportation Authority
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ <u>188,429</u>	\$ <u>28,265</u> (15%)
Capital (Vehicles & Other)	\$ <u>46,968</u>	\$ <u>4,698</u> (10%)
Operating (Small fixed route, regional, and consolidated urban-rural systems)	\$ _____	\$ _____ *(50% or more)
*Note: Small fixed route systems contribute more than 50%		
TOTAL	\$ <u>235,397</u>	\$ <u>32,963</u>
	Total Funding Requests	Total Local Share

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Amount</u>
<u>Local</u>	\$ <u>28,265</u>
<u>Local</u>	\$ <u>4,698</u>
_____	\$ _____
_____	\$ _____
TOTAL	\$ <u>32,963</u>

I, the undersigned representing (Legal Name of Applicant) **Madison County Transportation Authority** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2013 Community Transportation Program will be available as of **July 1, 2012**, which has a period of performance of July 1, 2012 -- June 30, 2013.

Signature of Authorized Official

Debbie Ponder, Chairman, Madison County Board of County Commissioners
Type Name and Title of Authorized Official

January 9, 2012
Date

Important -- A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

APPLICANT: Madison County Transportation Authority

DATE: January 9, 2012

PLACE: Madison County Courthouse

TIME: 7:00pm

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) Madison County Transportation Authority do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Larry Leake
Printed Name and Title

January 9, 2012
Date

Affix Seal Here

FY12 Community Transportation Admin.

Project Number: 13-CT-018

BUDGET SUMMARY

July 2011 - June 2012

Legal Name:	MADISON COUNTY TRANSPORTATION AUTHORITY				
Address:	PO Box 189 MARSHALL, NC 28753-0189				
County:	MADISON COUNTY	Congressional District:	11		
Contact Person:	Penny Buckner				
Telephone:	+1 (828) 649-2722				
Fax:	+1 (828) 649-2359				
Email:	pbuck@madisoncountync.org				
Web Site:	www.madisoncountync.org				
Federal ID Number:	56-6000316	DUNS Number:	86867388		
CFDA #					
Period of Performance:	Jul 1, 2011	to	Jun 30, 2012	Federal Billable/Non-Billable Billable	
I. Total Project Expenditures					
(NGDOT Maximum Participation Amounts)					
		Requested	NCDOT Use Only		
Total Operating Expenses		\$188,429	\$188,429		
Total Contra Accts and Fare Revenue					
Total Net Operating Cost		\$188,429	\$188,429		
II. Proposed Project Funding					
	Total	Federal	Federal Non-Billing	NCDOT	Local
	100.00%	80.00%		5.00%	15.00%
Total Funding	\$188,429	\$160,743	\$0	\$9,421	\$28,265
IV. Proposed DBE, MBE, WBE Goals (Enter DBE Goal if Federal Funding applies, otherwise enter MBE/WBE Goals)					
		DBE	MBE	WBE	
%					
Amount		\$0		\$0	\$0

CAPITAL BUDGET SUMMARY

July 2011 - June 2012

Legal Name:	MADISON COUNTY TRANSPORTATION				
Address:	AUTHORITY PO Box 189 MARSHALL, NC 28753-0189				
County:	MADISON COUNTY	Congressional District: 11			
Contact Person:	Penny Buckner				
Telephone:	+1 (828) 649-2722				
Fax:	+1 (828) 649-2359				
Email:	pbuck@madisoncountync.org				
Web Site:	www.madisoncountync.org				
Federal ID Number:	56-6000316	DUNS Number: 86867389			
CFDA #:					
Period of Performance:	Jul 1, 2011	to	Jun 30, 2012	Federal Billable/Non-Billable	Billable
I. Total Project Expenditures					
(NCDOT Maximum Participation Amounts)					
				Requested	NCDOT Use Only
Replacement Vehicles				\$39,700	\$39,700
Expansion Vehicles				\$0	\$0
Other Capital Expenses				\$1,970	\$1,970
Advanced Technology Expenses					
Baseline Technology Expenses				\$5,298	\$5,298
Facility Improvement Expenses					
Total				\$46,968	\$46,968
II. Proposed Project Funding					
	Total	Federal	Federal Non-Billing	NCDOT	Local
	100.00%	80.00%		10.00%	10.00%
Total Funding	\$46,968	\$37,574	\$0	\$4,698	\$4,698
III. Proposed DBE, MBE, WBE Goals (Enter DBE Goal if Federal Funding applies, otherwise enter MBE/WBE Goals)					
		DBE	MBE		WBE
%					
Amount		\$0		\$0	\$0

COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

**Section 5311
FY 2013 RESOLUTION**

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 23 of Chapter 136 of the North Carolina General Statutes 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 rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, *(Legal Name of Applicant)* Madison County Transportation Authority hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all 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.

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)** Chairman of *(Name of Applicant's Governing Body)* Madison County Government is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)** Debbie Ponder *(Certifying Official's Title)* Chairman do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* Madison County Board of County Commissioners duly held on the 9th day of January, ~~2011~~ 2012.

Signature of Certifying Official

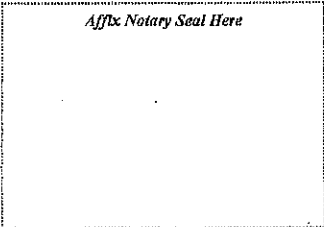
**Note that the authorized official, certifying official, and notary public should be three separate individuals.*

Seal Subscribed and sworn to me *(date)* _____

*Notary Public**

Printed Name and Address

***My commission expires (date)* _____



State Fiscal Year 2013 Public Transportation Programs
Federal and State Assistance Certifications and Assurances

**FEDERAL (FTA) AND STATE (NCDOT) CERTIFICATIONS AND ASSURANCES FOR
PUBLIC TRANSPORTATION PROGRAMS
STATE FISCAL YEAR 2013**

Before the North Carolina Department of Transportation (NCDOT) may award Federal and/or State transit assistance funds to support a project, each Subrecipient must provide certain certifications and assurances required by Federal/State law or regulation. You must provide all certifications and assurances required to support applications for FTA/NCDOT funding during Federal fiscal year (FFY) 2012.

We request that you read each certification and assurance carefully and select all certifications and assurances that might apply to all projects for which you might seek FTA/NCDOT funding. We can award FTA/NCDOT funding for your project only if you provide adequate certifications and assurances as required by Federal/State law or regulation.

We have consolidated our certifications and assurances into 18 groups. At a minimum, you must provide the assurances in Category 01. Depending on the nature of the Subrecipient and its project, the Subrecipient may need to provide some of the certifications and assurances in Categories 03 through 18. However, instead of selecting individual groups of certifications and assurances, you may make a single selection that will encompass all groups of certifications and assurances applicable to all FTA/NCDOT programs. NCDOT and the Subrecipient understand and agree that not every provision of these certifications and assurances will apply to every Subrecipient or every project we fund. The type of project and Subrecipient will determine which certifications and assurances apply.

The Subrecipient also understands and agrees that these certifications and assurances are special pre-award requirements and do not include all Federal/NCDOT requirements that may apply to the Subrecipient or its project. The FTA Master Agreement MA(18) for Federal Fiscal Year 2012, <http://www.fta.dot.gov/documents/18-Master.pdf>, contains a list of most of those requirements.

Except in limited circumstances, the Subrecipient is ultimately responsible for compliance with the certifications and assurances that apply to itself or its project irrespective of Subrecipient participation in the project. Because many FFY 2012 certifications and assurances will require Subrecipient compliance, we strongly recommend that you take appropriate measures to assure the validity of your certifications and assurances. The Subrecipient understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances that the Subrecipient selects.

Note that by an opinion of the North Carolina Attorney General's office, all Federal requirements have been passed down to State funded assistance.

The Applicant must submit its certifications and assurances by completing and submitting the selection and signature pages at the end of this document: 1) Certifications and Assurances selection page; 2) Affirmation of Applicant; 3) Affirmation of Applicant's Attorney; 4) Certifications and Restrictions on Lobbying; and 5) Certification of Equivalent Service.

01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Subrecipient of FTA assistance awarded to NCDOT and each Subrecipient of State assistance must provide all assurances in this Category "01." NCDOT may not award any State or Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the Applicant's attorney who sign these certifications, assurances, and agreements, affirm that both the Applicant and its authorized representative may, under North

Carolina, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules, undertake the following activities on behalf of the Applicant:

1. Execute and file its application for Federal/State funds;
2. Execute and file its certifications, assurances, and agreements binding its compliance, and
3. Execute Grant Agreements or Cooperative Agreements, or both, with NCDOT.

B. *Standard Assurances*

The Applicant assures that:

1. It has sufficient authority under North Carolina, local, or Indian tribal law, regulations by-laws and internal rules to carry out each FTA/NCDOT funded project as required by Federal/State laws and regulations;
2. It will comply with all applicable Federal/State statutes and regulations to carry out any FTA/NCDOT funded project;
3. It is under a continuing obligation to comply with the terms and conditions of the NCDOT Grant Agreement for the project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to Grant Agreement;
4. It recognizes that Federal/State laws and regulations may be modified from time to time and those modifications may affect project implementation;
5. It understands that executive orders of the President of the United States or the Governor of the State of North Carolina and Federal/State directives, including Federal/State policies and program guidance, may be issued concerning matters affecting the Applicant or its project; and
6. It agrees that the most recent Federal/State laws, regulations, and directives will apply to the project, unless NCDOT determines otherwise in writing.

C. *Intergovernmental Review Assurance*

The Applicant assures that it has or will submit each Federal/State funding application to the appropriate State and local agencies for intergovernmental review to facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

D. *Nondiscrimination Assurance.*

1. The Applicant assures that it will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA/NCDOT funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, creed, sex, or age):
 - a. Federal transit law, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and
 - c. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21.
2. As required by 49 CFR 21.7, the Applicant assures that:
 - a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
 - (1) It conducts each project,
 - (2) It undertakes property acquisitions, and
 - (3) It operates the project facilities, including:
 - (a) Its entire facilities, and
 - (b) Its facilities operated in connection with its project,
 - b. This assurance applies to its entire project and entire facilities, including facilities operated in connection with its project,
 - c. It will promptly take the necessary actions to carry out this assurance, including:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA/NCDOT, and
 - (2) Including adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:
 - (1) Each subagreement,
 - (2) Each property transfer agreement,
 - (3) Each third party contract or subcontract at any tier,
 - (4) Each lease, or
 - (5) Each participation agreement,
 - d. The assurances it has made will remain in effect for the longest of the following:
 - (1) As long as Federal/State funding is extended to the project,
 - (2) As long as the Project property is used for a purpose for which the Federal/State funding is extended,
 - (3) As long as the Project property is used for a purpose involving the provision of similar services or benefits, or
 - (4) As long as the Applicant retains ownership or possession of the project property.

E. *Assurance of Nondiscrimination on the Basis of Disability.*

1. The Applicant assures that it and its project implementation and operations will comply with all applicable requirements of:
 - a. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq.,
 - b. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.,
 - c. U.S. DOT regulations, specifically 49 CFR parts 27, 37, and 38, and
 - d. Any other applicable Federal/State laws that may be enacted or Federal/State regulations that may be promulgated,
2. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, the Applicant assures that:
 - a. The following prohibition against discrimination on the basis of disability is a condition to the approval or extension of any FTA/NCDOT funding awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or

- (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA/NCDOT upon their request,
- d. If it transfers FTA/NCDOT funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the Federal/State funding is extended,
 - (2) While the property is used for another purpose involving the provision of similar services or benefits,
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) This assurance,
- f. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA/NCDOT may request to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. 5332,
- g. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party participant, including:
 - (1) Any subrecipient,
 - (2) Any transferee,
 - (3) Any third party contractor or subcontractor at any tier,
 - (4) Any successor in interest,
 - (5) Any lessee, or
 - (6) Any other participant in the project,
- (5) Participate in or obtain any benefit from any FTA/NCDOT administered program,
- b. In any program or activity receiving or benefiting from Federal/State funding FTA/NCDOT or any entity within U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

F. Suspension and Debarment.

1. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180, permit certifications to assure the Applicant acknowledges that:
2. The Applicant certifies to the best of its knowledge and belief that, it, its principals, and first tier subrecipients:
 - a. Are eligible to participate in covered transactions of any Federal/State department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible, or
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 2.b of this certification,
 - d. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this certification,
 - e. Will promptly provide any information to the FTA/NCDOT if at a later time any information contradicts the statements of subparagraphs (1) through (4) above, and
 - f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal/State official,
 - g. Will require that each covered lower tier contractor and subcontractor:
 - (1) Comply with the Federal requirements of 2 CFR part 1200 and 2 CFR part 180, and
 - (2) Assure that each lower tier participant in the Project is not presently declared by any Federal/State department or agency to be:
 - (a) Debarred from participation in the federal/state funded project,
 - (b) Suspended from participation in the federal/state funded project,
 - (c) Proposed for debarment from participation in the federal/state funded project,
 - (d) Declared ineligible to participate in the federal/state funded project,
 - (e) Voluntarily excluded from participation in the federal/state funded project, or
 - (f) Disqualified from participation in the federal/state funded Project.
3. The Applicant will provide a written explanation indicated on its Signature Page or a page attached in NCDOT's Grants Management System if it or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the preceding statements in this certification.

G. U.S. OMB Assurances in SF-424B and SF-424D.

(These assurances are consistent with U.S. OMB assurances required in SF-424B and SF-424D.)

1. *Administrative Activities.* The Applicant assures that:
 - a. For every project described in any application it submits, it has adequate resources to properly plan, manage, and complete the project, including:
 - (1) The legal authority to apply for Federal/State funding, and
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-Federal/State share of project cost).
 - b. It will give access and the right to examine project-related materials, including but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and,
 - (3) If appropriate, the State of North Carolina, through any authorized representative,
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that:
 - (1) Results in a personal or organizational conflict of interest, or personal gain, or
 - (2) Presents the appearance of a personal or organizational conflict of interest or personal gain.
2. *Project Specifics.* The Applicant assures that:
 - a. Following receipt of FTA/NCDOT award, it will begin and complete Project work within the applicable time periods,
 - b. For FTA/NCDOT funded construction projects:
 - (1) It will comply with FTA/NCDOT provisions concerning the drafting, review, and approval of construction plans and specifications
 - (2) It will to the extent practicable provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
 - (3) It will include a covenant in the title of federal/state funded real property acquired to assure nondiscrimination during the useful life of the project.
 - (4) To the extent FTA/NCDOT requires, it will record the Federal/State interest in the title to FTA/NCDOT assisted real property or interests in real property, and
 - (5) To the extent practicable, without permission and instructions from FTA/NCDOT, it will not alter the site of the FTA/NCDOT funded construction project or facilities by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA/NCDOT or the State of North Carolina may require.
3. *Statutory and Regulatory requirements.* The Applicant assures that:
 - a. It will comply with all applicable Federal/State statutes relating to nondiscrimination including, but not limited to the:
 - (1) Prohibitions against discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) Prohibitions against discrimination on the basis of sex of:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
 - (3) Prohibitions against discrimination on the basis of age in federally assisted programs of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability,
 - (5) Prohibitions against discrimination on the basis of disability of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
 - (6) Nondiscrimination requirements relating to the sale, rental, or financing of housing of Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq.,
 - (7) Prohibitions against discrimination on the basis of drug abuse of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq.,
 - (8) Prohibitions against discrimination on the basis of alcohol abuse of the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq.,
 - (9) Confidentiality requirements for the records of alcohol and drug abuse patients of the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
 - (10) Nondiscrimination provisions of any other statute(s) that may apply to the project.
 - b. Regardless of whether Federal/State funding has been provided for any of the real property acquired for Project purposes, it will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federal/state assisted programs, and:
 - (1) It has the necessary legal authority under State and local law to comply with:
 - (a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., as specified by sections 210 and 305 of that Act, 42 U.S.C. 4630 and 4655, respectively, and
 - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4.
 - (2) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations including but not limited to doing the following:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, it will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA/NCDOT funded project, of:
 - 1 Families and individuals,
 - 2 Partnerships, corporations, or associations,

- (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in to the U.S. DOT regulations to such displaced:
 - 1 Families and individuals,
 - 2 Partnerships, corporations, or associations,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement it will make available comparable replacement dwellings to families and individuals,
 - (e) It will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) It will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA/NCDOT will provide Federal/State funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,
 - (h) It will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA/NCDOT funding, and
 - (i) It will execute, furnish, and be bound by such additional documents as FTA/NCDOT may determine necessary to effectuate or implement these assurances, and
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA/NCDOT funded project involving relocation or land acquisition, and
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,
- c. To the extent practicable, it will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. It will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal/State funding of:
- (1) The National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
- e. It will, to the extent practicable, comply with the labor standards and protections for federal/state funded projects of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq.,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively,
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq.,
- f. It will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement the following Federal/State laws and executive orders, including but not limited to the following:
- (1) It will comply with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 - 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
 - (2) It will comply with notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note,
 - (3) It will comply with protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note,
 - (4) It will comply with evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note,
 - (5) It will comply with an assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 - 1465,
 - (6) It will comply with Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 - 7671q,
 - (7) It will comply with protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f - 300j-6,
 - (8) It will comply with protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 - 1544, and
 - (9) It will comply with environmental protections for Federal/State transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c),
 - (10) It will comply with protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 - 1287, and
 - (11) It will comply with and facilitate compliance with
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 - 469c, and
 - (c) Executive Order No. 11593 (Identification and protection of historic properties), 16 U.S.C. 470 note,
- g. To the extent practicable, it will comply with Federal/State requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal/State funding of:
- (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and
 - (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4,
- h. To the extent practicable, before accepting delivery of any FTA/NCDOT funded building it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d),
- i. To the extent practicable, it and its subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
- (1) Participating in the Federal flood insurance program,

- (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. To the extent practicable, it will comply with:
 - (1) The Hatch Act, 5 U.S.C. 1501 - 1508, 7324 - 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal/State funds including a Federal/State loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA/NCDOT funding to whom the Hatch Act does not otherwise apply,
- k. It will have performed the financial and compliance audits as required by:
 - (1) The Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq.,
 - (2) U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and
 - (3) The most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and
- l. It will, to the extent practicable, comply with all applicable provisions of all other Federal/State laws or regulations, and follow Federal/State directives governing the project, except to the extent that FTA/NCDOT has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits an application to NCDOT for State or (FTA) Federal assistance exceeding \$100,000 is required to provide the following certification. NCDOT may not award State or Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110, the Applicant understands that:

- a. The lobbying restrictions of your certification apply to requests for:
 - (1) \$100,000 or more in Federal funding for a grant or cooperative agreement, and
 - (2) \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee,
- b. Its certification covers the lobbying activities of:
 - (1) It,
 - (2) Its principals, and
 - (3) Its first tier subrecipients:

The Applicant certifies to the best of its knowledge and belief, that:

- 1. No Federal/State appropriated funds have been or will be paid by or on its behalf to any person:
 - a. To influence or attempt to influence:
 - (1) An officer or employee of any Federal/State agency,
 - (2) A Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature,
 - b. Regarding the award of a:
 - (1) Federal/State grant or cooperative agreement, or
 - (2) Federal/State loan, line of credit, loan guarantee, or loan insurance
- 2. It will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," in accordance with its instructions, if any funds other than Federal/State appropriated funds have been or will be paid to any person:
 - a. To influence or attempt to influence:
 - (1) An officer or employee of any Federal/State agency,
 - (2) A Member of Congress or State Legislature, an employee of a Member of Congress or State Legislature, or an officer or employee of Congress or State Legislature, or
 - b. Regarding any application for a:
 - (2) Federal/State loan, line of credit, loan guarantee, or loan insurance, and
- 3. It will include the language of this certification in the award documents for all subawards at all tiers including, but not limited to:
 - a. Subcontracts,
 - b. Subgrants,
 - c. Subagreements, and
 - d. Third party contracts under a:
 - (1) Federal/State grant or cooperative agreement, or
 - (2) Federal/State loan, line of credit, loan guarantee, or loan insurance, and
- 4. It understands that:
 - a. This certification is a material representation of fact that the Federal/State Government relies on, and
 - b. It must submit this certification before the Federal/State Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (1) Federal/State grant or cooperative agreement, or
 - (2) Federal/State loan, line of credit, loan guarantee, or loan insurance, and
- 5. It also understands that any person who does not file a required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that submits an application to NCDOT for State or (FTA) Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." NCDOT also requests other Applicants to provide the following certification. NCDOT may not provide State or Federal assistance to an applicant for State or Federal assistance, property or services in support of its project until the Applicant provides this certification by selecting Category "03."

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal/State laws and regulations in accordance with applicable Federal/State directives.

04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Each Applicant that submits an application to NCDOT for State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. NCDOT may not award State or Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that:

1. Before it:
 - a. Acquires the property or an interest in the property of a private provider of public transportation, or
 - b. Operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation company, or
 - (2) In addition to transportation service provided by an existing public transportation company,
2. It has or will have:
 - a. Determined that the funding is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under State or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. NCDOT may not award State or Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), the Applicant certifies that:

1. Before submitting an application for a capital project that:
 - a. Will substantially affect:
 - (1) A community, or
 - (2) The public transportation service of a community, and
 - b. Also will affect:
 - (1) Significant economic interests,
 - (2) Significant social interests, or
 - (3) Significant environmental interests,
- It will:
 - (1) Provide an adequate opportunity for public review and comment on the project, after giving notice that:
 - (a) Includes a concise description of the proposed project; and
 - (b) Has been published in a newspaper of general circulation in the geographic area the project.
 - (2) Hold a public hearing on the project if the project affects:
 - (a) Significant economic, interests,
 - (b) Significant social, interests, or
 - (c) Significant environmental interests,
2. It will have considered the economic, social, and environmental effects of the project, and
3. It will have determined that the project is consistent with official plans for developing the community.

06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

An Applicant seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. NCDOT may not award any State or Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

The Applicant certifies that in procuring revenue service rolling stock, it will comply with:

1. Federal transit law, specifically 49 U.S.C. 5323(m),
2. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, specifically 49 CFR 663.7, as modified by amendments authorized by section 3023(k) of SAFETEA-LU, including the requirements to:
 - a. Conduct or cause to be conducted the required preaward and post delivery reviews, and
 - b. Maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications. NCDOT may not provide State or Federal assistance to support those costs until the Applicant provides this certification by selecting Category "07."

As required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal/State funding authorized under 49 U.S.C.

1. It will not use Federal/State funding authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until:
 - a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
 - b. It completes these calculations before the later of:
 - (1) Entering into the lease, or
 - (2) Receiving a capital grant for the asset, and
2. It will not enter into a capital lease for which FTA/NCDDOT can provide only incremental Federal/State funding unless it has adequate financial resources to meet its future lease obligations if Federal/State funding is not available.

08. BUS TESTING

An Applicant for State or Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new or newly configured bus or a bus with new major components is required to provide the following certification by selecting Category "08."

The Applicant certifies that:

1. It will comply with Federal transit law, specifically 49 U.S.C. 5318,
2. FTA regulations, "Bus Testing," 49 CFR part 665, specifically 49 CFR 665.7, requires that
 - a. Before:
 - (1) Spending any Federal (or State) funds to acquire:
 - (a) The first bus of any new bus model,
 - (b) The first bus with a new major change in configuration or components, or
 - (2) Authorizing final acceptance of a new bus model or a bus model with a major change in components or configuration:
 - b. It will:
 - (1) Ensure that the bus model has been tested at FTA's bus testing facility, and
 - (2) Have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

You must enter in this Charter Service Agreement by selecting Category "09" if you apply for State or Federal assistance to acquire or operate transit facilities and equipment, unless you qualify for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, the Applicant understands and agrees that:

1. Except in certain circumstances described in its regulations, FTA's "Charter Service" regulations restrict transportation by charter service using facilities and equipment acquired by FTA for transportation projects with Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
2. FTA's charter service restrictions extend to:
 - a. The Applicant when it becomes a recipient of Federal funding under:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
 - b. Any third party participant that receives Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
 - c. A third party participant includes a:
 - (3) Third party contractor or subcontractor at any tier, and
 - (4) Other participant in the project,
3. Neither the Applicant nor any third party participant involved in its Project will engage in charter service operations, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - b. FTA regulations, "Charter Service," 49 C.F.R. Part 604,
 - c. Any other Federal Charter Service regulations, or
 - d. Federal directives, except as FTA determines otherwise in writing.
4. The Applicant agrees that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.
5. The Applicant agrees that:
 - a. FTA/NCDDOT may require corrective measures or impose remedies on it or any subrecipient that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (1) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
 - (2) Otherwise violating the Applicant's Charter Service Agreement it has elected in its latest annual Certifications and Assurances.
 - b. These corrective measures and remedies may include:
 - (1) Barring it or any third party participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA/NCDDOT funds, or
 - (2) Withholding an amount of Federal/State funds as provided by Appendix D to FTA's Charter Service regulations.

10. SCHOOL TRANSPORTATION AGREEMENT

You must enter in this School Transportation Agreement by selecting Category "10" if you apply for State or Federal assistance to acquire or operate transit facilities and equipment, unless you qualify for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), the Applicant understands and agrees that:

1. FTA's "School Bus Operations" regulations restrict school bus service as defined in the FTA regulations using facilities and equipment acquired with Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
2. FTA's school bus operations restrictions extend to:
 - a. The Applicant when it becomes a recipient of Federal funding under:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
 - b. Any third party participant that receives Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. §§ 133 or 142,
 - c. A third party participant includes a:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third party contractor or subcontractor at any tier, and
 - (4) Other participant in the project,
3. Neither the Applicant nor any third party participant involved in its Project will engage in school transportation operations in competition with private operators of school transportation, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §
4. The Applicant agrees that the latest School Transportation Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.
5. The Applicant agrees that FTA will bar the Applicant or any third party participant that has violated this School Transportation Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

11. DEMAND RESPONSIVE SERVICE

You must select the following certification in Category "11" if you operate demand responsive service and you apply for State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire non-rail transit vehicles.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), the Applicant certifies that:

1. The following public transportation services it offers are equivalent in level and quality of service:
 - a. Its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs,
 - b. Its service offered to individuals without disabilities,
2. Viewed in its entirety, the Applicant's service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If an Applicant is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 653, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, NCDOT may not provide State or Federal assistance to the Applicant until it provides this certification by selecting Category "12"

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," specifically 49 CFR part 653, subpart I, the Applicant certifies that it:

1. Has established and implemented:
 - a. An alcohol misuse program and
 - b. An anti-drug program, and
2. Has complied with or will comply with all applicable requirements of this part.

13. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for State or (FTA) Federal assistance for an Intelligent Transportation Systems (ITS) project or a project in support of an ITS project is requested to provide the following assurance by selecting Category "13." An Applicant for ITS project funding that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal/State ITS standards and protocols, may be ineligible for award of Federal/State funding for that ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture." The Applicant assures that:

1. As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note:
 - a. "Intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [will] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]."
 - b. ITS standards will not apply if it obtains an exception to subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note.
2. It will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region, if supported with Federal funding not derived from:
 - a. Title 49, United States Code, or
 - b. Title 23, United States Code.
3. To facilitate compliance with subsection 5307(c) of 23 U.S.C. 512 note, except as the Federal Government determines otherwise in writing, the Applicant assures that it will comply with:
 - a. FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, January 8, 2001, specifically:
 - (1) Applicable provisions of Section V (Regional ITS Architecture, and
 - (2) Section VI (Project Implementation), and
 - b. Other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code,

14. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications and assurances.

Each Applicant is required by 49 U.S.C. 5307(d)(1)(I) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web.

FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM-Web or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects.

FTA may not award Federal assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "14."

15. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

The North Carolina Department of Transportation (NCDOT) administers the Elderly Individuals and Individuals with Disabilities Formula Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program on behalf of itself and its Subrecipients and is required to provide the following certifications on behalf of itself and each Subrecipient. NCDOT may not award assistance for the Elderly Individuals and Individuals with Disabilities Formula Program or the Elderly Individuals and Individuals with Disabilities Pilot Program until the Applicant provides these certifications by selecting Category "15."

The following certifications and assurances apply to each State or State organization (NCDOT) serving as Applicant for funding and each Subrecipient of funding under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized under 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized under subsection 3012(b) of SAFETEA-LU.

1. NCDOT assures and requires each Applicant (Subrecipient) to assure that:
 - a. Each Subrecipient is:
 - (1) Recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or
 - (2) A public body that has met the statutory requirements to receive Federal funding authorized for 49 U.S.C. 5310,
 - b. NCDOT can conclude from information in a private nonprofit Subrecipient's application for 49 U.S.C. 5310 funding that:
 - (1) The transit service provided or offered to be provided by existing public or private transit operators cannot meet the special needs of elderly individuals and individuals with disabilities, because it is:
 - (a) Unavailable,
 - (b) Insufficient, or
 - (c) Inappropriate,

- c. As required by 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA-LU, NCDOT certifies and the Subrecipient agrees that, before it transfers funds to a project funded under 49 U.S.C. 5336, the project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310,
- d. As required by 49 U.S.C. 5310(d)(2)(C), NCDOT certifies and the Subrecipient agrees that allocations to Subrecipients 49 U.S.C. 5310 funding or subsection 3012(b) funding will be distributed on a fair and equitable basis, and
- e. As required by 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, NCDOT certifies and the Subrecipient agrees that:
 - (1) The projects NCDOT has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated, and
 - (2) That locally developed, coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Representatives of public, private, and nonprofit human services providers, and
 - (c) Participation by the public.
- 2. As permitted by 49 U.S.C. 5310(d), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), NCDOT certifies and the Subrecipient agrees that:
 - a. As required by 49 U.S.C. 5307(d)(1)(A), NCDOT and each Subrecipient has or will have the:
 - (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its proposed projects,
 - (5) Security aspects of its proposed projects,
 - b. As required by 49 U.S.C. 5307(d)(1)(B), NCDOT and each Subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
 - c. As required by 49 U.S.C. 5307(d)(1)(C), NCDOT and each Subrecipient will maintain the project equipment and facilities adequately,
 - d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, or the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, NCDOT and each Subrecipient will:
 - (1) Use competitive procurement (as defined or approved by FTA/NCDOT),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws, and
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
 - e. As required by 49 U.S.C. 5307(d)(1)(G), NCDOT and each Subrecipient:
 - (1) Has or will have the amount of funds required for the local share,
 - (a) As required by 49 U.S.C. 5310(c), and
 - (b) Subsections 3012(b)(3) and (4) of SAFETEA-LU, if applicable,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed, and
 - f. As required by 49 U.S.C. 5307(d)(1)(H), NCDOT and each Subrecipient will comply with:
 - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (a) Design public transportation for elderly individuals and individuals with disabilities, and
 - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
 - (3) The requirements of 49 U.S.C. 5303 - 5306 for:
 - (a) Metropolitan and State Planning, and
 - (b) Private enterprise participation.

16. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

NCDOT requires each Applicant for Nonurbanized Area Formula Grant Program assistance authorized under 49 U.S.C. 5311 and State Assistance to provide the following certifications. NCDOT may not award Federal assistance for the Nonurbanized Area Formula Grant Program or State assistance until the Applicant provides these certifications by selecting Category "16."

(You) The Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA/NCDOT determines otherwise in writing. Consequently, NCDOT strongly encourages you to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances you have made.

The following certifications and assurances apply to each State or State organization (NCDOT) serving as the Applicant for funding under the Nonurbanized Area Formula Program authorized under 49 U.S.C. 5311. The Applicant assures and requires each Subrecipient to assure that:

- 1. It has or will have the necessary legal, financial, and managerial capability to:
 - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
 - b. Carry out each project, including the:
 - (1) Safety aspects of its proposed projects, and

3. The project equipment and facilities will be adequately maintained,
4. As required by 49 U.S.C. 5311(b)(2)(C)(i), its program has provided for a fair distribution of Federal funding authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State,
5. As required by 49 U.S.C. 5311(b)(2)(C)(ii), its program provides or will provide the maximum feasible coordination of public transportation service to receive funding under 49 U.S.C. 5311 with transportation service assisted by other Federal sources,
6. The projects in its Nonurbanized Area Formula Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a metropolitan Transportation Improvement Program,
7. It has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g), and
 - a. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - b. Will provide the local share funds when needed, and
8. As required by 49 U.S.C. 5311(f), each fiscal year:
 - a. It (NCDOT) will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus shelters,
 - (3) Joint-use stops and depots,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. It (NCDOT) will provide to the Federal Transit Administrator a certification of the State's chief executive officer that:
 - (1) After consulting with the affected intercity bus service providers about the intercity bus needs of the State,
 - (2) The State's intercity bus service needs are being met adequately.

17. JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications. NCDOT may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "17."

The following certifications and assurances apply to each Applicant for and Subrecipient of funding under the Job Access and Reverse Commute (JARC) Formula Grant funding authorized under 49 U.S.C. 5316.

1. The Applicant certifies that:
 - a. As required by 49 U.S.C. 5316(d)(4), it will make awards of JARC funding on a competitive basis following:
 - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5316(c)(1)(A) (see 49 U.S.C. 5316(d)(1)), and
 - (2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), (see 49 U.S.C. 5316(d)(2)) and
 - b. As required by 49 U.S.C. 5316(f)(2), any allocations to Subrecipients of funding authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
 - c. As required by 49 U.S.C. 5316(g)(3):
 - (1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) That locally developed, coordinated plan was produced through a process that included:
 - (b) Representatives of public, private, and nonprofit human services providers, and
 - (c) Participation by the public, and
 - d. As required by 49 U.S.C. 5316(g)(2), before it transfers funds to a project funded under 49 U.S.C. 5316, that project has been or will have been coordinated with private nonprofit providers of services, and
 - e. As required by 49 U.S.C. 5316(c)(3), before using funds apportioned for projects serving an area other than that for which funding was apportioned under 49 U.S.C. 5316(c)(1)(B) or (C):
 - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of 49 U.S.C. 5316 are being met in the area from which the funding would be derived,
 - (2) If the State has a statewide program for meeting the JARC program objectives of 49 U.S.C. 5316, the funds can be used for projects anywhere in the State.

2. Under 49 U.S.C. 5316(f)(1), the requirements of 49 U.S.C. 5307 apply to the JARC Program, authorized under 49 U.S.C. 5316. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that
- a. As required by 49 U.S.C. 5307(d)(1)(A), it and each Subrecipient has or will have the:
 - (1) Legal capacity to carry out its proposed projects,
 - (2) Financial capacity to carry out its proposed projects,
 - (3) Technical capacity to carry out its proposed projects,
 - (4) Safety aspects of its proposed projects, and
 - (5) Security aspects of its proposed projects,
 - b. As required by 49 U.S.C. 5307(d)(1)(B), it and each Subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
 - c. As required by 49 U.S.C. 5307(d)(1)(C), it and each Subrecipient will maintain the project equipment and facilities adequately,
 - d. As required by 49 U.S.C. 5307(d)(1)(D), it and each Subrecipient will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5316:
 - (1) Elderly individuals,
 - (2) Individuals with disabilities, or
 - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),
 - e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the JARC Program, 49 U.S.C. 5316, it will:
 - (1) Use competitive procurement (as defined or approved by FTA/NCDOT),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws,
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
 - f. As required by 49 U.S.C. 5307(d)(1)(F), it and each Subrecipient has complied with or will comply with 49 U.S.C. 5307(c) because it:
 - (1) Has informed or will inform the public of the amount of its JARC Program funds available under 49 U.S.C. 5316, and the projects it proposes to undertake,
 - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
 - (3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - (5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
 - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - (7) Has made or will make the final list of projects available to the public,
 - g. As required by 49 U.S.C. 5307(d)(1)(G), it and each Subrecipient:
 - (1) Has or will have the amount of funds required for the local share,
-
- b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
 - e. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,
 - d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the New Freedom Program authorized by 49 U.S.C. 5317, it and each subrecipient will:
 - (1) Use competitive procurement (as defined or approved by FTA),
 - (2) Not use exclusionary or discriminatory specifications in its procurements,
 - (3) Comply with applicable Buy America laws, and
 - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
 - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
 - e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed, and
 - f. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
 - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
 - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
 - (a) Design public transportation for elderly individuals and individuals with disabilities, and
 - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
 - (3) The requirements of 49 U.S.C. 5303 - 5306 for:
 - (a) Metropolitan and State Planning, and
 - (b) Private enterprise participation.

**FEDERAL (FTA) AND STATE (NCDOT) CERTIFICATIONS AND ASSURANCES FOR
PUBLIC TRANSPORTATION PROGRAMS
STATE FISCAL YEAR 2013**

Legal Name of Applicant: Madison County Transportation Authority

The Applicant agrees to comply with applicable provisions of Categories 01 - 18. Accept

OR

The Applicant agrees to comply with the applicable provisions of the following Categories it has selected:

Category	Description	Accept
01.	Assurances Required For Each Applicant.	<input type="checkbox"/>
02.	Lobbying.	<input type="checkbox"/>
03.	Procurement Compliance.	<input type="checkbox"/>
04.	Protections for Private Providers of Public Transportation.	<input type="checkbox"/>
05.	Public Hearing.	<input type="checkbox"/>
06.	Acquisition of Rolling Stock for Use in Revenue Service.	<input type="checkbox"/>
07.	Acquisition of Capital Assets by Lease.	<input type="checkbox"/>
08.	Bus Testing.	<input type="checkbox"/>
09.	Charter Service Agreement.	<input type="checkbox"/>
10.	School Transportation Agreement.	<input type="checkbox"/>
11.	Demand Responsive Service.	<input type="checkbox"/>
12.	Alcohol Misuse and Prohibited Drug Use.	<input type="checkbox"/>
13.	Intelligent Transportation Systems.	<input type="checkbox"/>
14.	Urbanized Area Formula Program.	<input type="checkbox"/>
15.	Elderly Individuals & Individuals with Disabilities Formula Program & Pilot Program.	<input type="checkbox"/>
16.	Nonurbanized Area Formula Program.	<input type="checkbox"/>
17.	Job Access and Reverse Commute (JARC) Program.	<input type="checkbox"/>
18.	New Freedom Program.	<input type="checkbox"/>

(Required of all Applicants)

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Debbie Ponder, Chairman, Madison County Board of County Commissioners, on behalf of
Name of Authorized Official

Madison County Transportation Authority
Legal Name of Applicant

Hereby certifies that:

No Federal/State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the awarding of any Federal/State contract, the making of any Federal/State grant, the making of any Federal/State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State contract, grant, loan, or cooperative agreement.

If any funds other than Federal/State appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the Federal/State contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

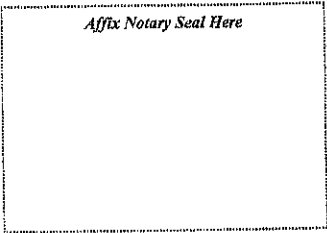
Signature of Authorized Official

Seal Subscribed and sworn to me (date) _____

Notary Public

Printed Name and Address

My commission expires (date) _____



(Required of all Applicants that plan to procure inaccessible vehicles)
CERTIFICATION OF EQUIVALENT SERVICE

Madison County Transportation Authority (*Legal Name of Applicant*) certifies that its demand responsive service offered to individuals with disabilities (as defined in 49 CFR 37.3), including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- 1) Response time;
- 2) Fares;
- 3) Geographic service area;
- 4) Hours and days of service;
- 5) Restrictions or priorities based on trip purpose;
- 6) Availability of information and reservation capability; and
- 7) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public funded entities operating demand responsive systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. NCDOT also requires state funded entities that do not receive Federal Transit Administration (FTA) funds to file this certification as well. **This certification is valid for no longer than one year from its date of filing.**

The NCDOT Public Transportation Division requires all participants to certify equivalent service when requesting to purchase non-ADA accessible vehicles. By signing this certification, the above-named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities.

Signature of Authorized Official

 Seal Subscribed and sworn to me (date)

Notary Public

Printed Name and Address

 My commission expires (date)

Affix Notary Seal Here

**Special Section 5333(b) Warranty
For Application to the Nonurbanized Area Formula Program**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

A. General Application

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

Madison County Transportation Authority

(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a

full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless

otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such month, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the

basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) Debbie Ponder, Chairman, Madison County Board of County Commissioners
(Name and Title)

do hereby certify that

Madison County Transportation Authority
(Legal Name of Applicant/Recipient)

has agreed to the terms and conditions of this Warranty; will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation; and will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with these terms.

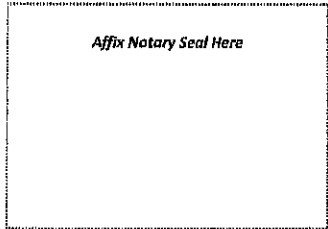
Signature of Authorized Official

Seal Subscribed and sworn to me (date) _____

Notary Public

Printed Name and Address

My commission expires (date) _____



SECTION 5311 TITLE VI PROGRAM REPORT

Part A (complete either Part A or Part B)

Legal Name of Applicant: Madison County Transportation Authority

I certify that to the best of my knowledge, no complaints or lawsuits alleging discrimination have been filed against (Transit System Name) Madison County Transportation Authority during the period July 1, 2010 – June 30, 2011.

January 9, 2012
Date

Signature of Authorized Official

Debbie Ponder, Chairman, Madison County Board of County Commissioners

Type Name and Title of Authorized Official

Part B (complete either Part A or Part B)

The following Title VI complaints or lawsuits alleging discrimination have been filed with (Transit System Name) _____ during the period July 1, 2010 through June 30, 2011.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination have been filed against (Transit System Name) _____ during the period July 1, 2010 – June 30, 2011.

Date

Signature of Authorized Official

Type Name and Title of Authorized Official

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) Madison County Transportation Authority is committed to and shall make good faith efforts to purchase from and award contracts to Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

MINIMUM Effort Required by PTD	Check all that apply	Description
	<input type="checkbox"/>	Write a letter to Certified DBEs in the service area to inform them of purchase or contract opportunities;
▷	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network;
	<input type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
▷	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should refer to http://www.ncdot.gov/business/ocs/dbe/#FAQ10 or contact the office of contractual services at (919) 733-5316 ext 330 for more information
▷	<input checked="" type="checkbox"/>	Encourage interested firms to contact Bridgett Wall -Lennon of the Office of Historically Underutilized Businesses at (919) 807-2330 for more information.
▷	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://apps.dot.state.nc.us/vendor/directory/default.aspx#0
	<input type="checkbox"/>	Other efforts: Describe: _____
	<input type="checkbox"/>	Other efforts: Describe: _____

You may obtain of copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <http://eefr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Signature of Authorized Official

January 9, 2012

Date

Type Name and Title of Authorized Official

ITEM VI: Pages 517 and 518 left
blank intentionally for insertion of a copy of
the Fair Housing Plan as now required for
Community Development Block Grants.

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Community Housing Coalition of Madison County

Statement to the County Commissioners of Madison County

The Community Housing Coalition of Madison County is a non-profit organization with the mission to promote and facilitate healthy, safe and affordable housing in Madison County through advocacy, education, coordination and resource development.

The Community Housing Coalition has partnered with Madison County Government to obtain and manage grant funding through the Asheville Regional Housing Consortium. The grants are originated by the Federal Government via the Department of Housing and Urban Development's HOME program and are administered for a four county area by the Consortium under the Direction of the City of Asheville. Steve Garrison sits on this Consortium's board as the representative of Madison County. In the two most recent years 2010/11 and 2011/12, the Coalition has received \$75,000 and \$68,600 respectively (see below). The funds received were designated to perform major home rehabilitation on approximately five single family dwellings in the county each year. We seek the grant funding with the approval of the County Commissioners, with each grant application submission date early in the calendar year. This year's deadline is February 2nd, 2012.

<u>2010/2011 Clients</u>	<u>Total Grant: \$75,000</u>
Berry Wills Rd (home #1)	\$16,373
Berry Wills Rd (homes #2)	\$13,846
Wyatt Lane	\$27,170
Bakers Creek Road	\$17,611

<u>2011/2012 Clients</u>	<u>Total Grant: \$68,600</u>
Big Laurel Road	\$10,505 (est.)
Highway 208	\$4,510 (est.)
Others TBD	\$53,585

2012/2013 Clients TBD: Proposed Grant Request: \$90,000

Madison County Commissioners Action Requested

Once again the Community Housing Coalition requests that the Commissioners give approval for the Community Housing Coalition to apply for a grant in the amount of \$90,000 from the Asheville Regional Housing Consortium in the name of the low income residents of Madison County for the period July 2012 to June 2013. Suitable projects for this grant will be identified through public advertising and broad community outreach.

Please note: With changes in the Consortium's grant application and administration processes, there is no longer a requirement that the Chief County Elected Official execute the application prior to submission.

**Madison County
Board of Commissioners**

Budget Amendment #06

9-Jan-12

Line Item	Description	Increase	Decrease
Parks & Recreation			
R-10.3770.3410	Barnard Park Phase II	\$ 25,000.00	
E-10.6130.6410	Barnard Park Phase II	\$ 26,000.00	
DJDP			
R-10.3511.3365	JCPC Administration	\$ 1,280.00	
R-10.3511.3356	Horse Sense		\$ 2,114.00
E-10.5211.6873	Madison Team Success	\$ 2,361.00	
E-10.5211.6871	Horse Sense		\$ 2,114.00

December 2011 Property Fees for January 2012 Meeting

NAME	County	Fire	Disposal fee	Late list fee's	Int	TOTALS	REASON
Baill, Luther			\$190.00			\$190.00	only has 2 houses. SWMH has been moved from property
Cartrell, Robby			\$180.00			\$180.00	only has 1 house on property
Cartrell, Robby	\$33.60	\$1.20	\$190.00			\$34.80	SWMH was moved off land in 2008
Carter, James			\$190.00			\$190.00	only one house on property
Carter, Robbie			\$161.00			\$161.00	granted elderly exemption
Carter, Robbie	\$253.12	\$22.60	\$190.00			\$275.72	granted elderly exemption
Carter, Sharon			\$190.00			\$190.00	only 1 dwelling on this property
Carver, Hayes			\$190.00			\$190.00	released per solid waste no water, power or heat
Carver, Hayes			\$190.00			\$190.00	released per solid waste cabin has no water hook up
Church, Jewell			\$380.00			\$380.00	permanently released 2 disposal fees per solid waste
Dorocood, Christian	\$60.48	\$2.16	\$190.00			\$242.64	released entire bill ac is already taxed on ma 2013
Dorocood, Christian	\$84.56	\$3.02	\$190.00			\$267.58	released entire bill ac is already taxed on ma 2013
Edmonds, Earl	\$235.20	\$33.60	\$80.00			\$380.00	hse and out bldgs taxed on acct 1531 ma 18045
English, Lymall			\$80.00			\$80.00	should only be charged for 3 fees will discover acct 28251
Floyd, Clark	\$373.38	\$66.68	\$161.00			\$601.06	granted elderly exemption
Franklin, Jancour			\$190.00			\$190.00	only 1 hse on property; SWMH is vacant with no water or power
Goforth, Frederick			\$390.00			\$390.00	released 2 disposals was charged for 4 instead of 2
Goff, Jeffrey			\$190.00			\$190.00	cottage has no power released per solid waste
Gosnell, Harold	\$298.61	\$10.31	\$161.00			\$469.92	granted elderly exemption
Greene, Ann	\$390.32	\$34.85	\$190.00			\$585.17	granted elderly exemption
Haggins, Gladys			\$190.00			\$190.00	house has no water per solid waste
Hoyle, Linda	\$186.76	\$6.67	\$161.00			\$354.43	granted elderly exemption
Kent, Bula	\$140.00	\$20.00	\$161.00			\$321.00	granted elderly exemption
Maxwell, Ernestine	\$113.12	\$10.10	\$190.00			\$123.22	adjusted acreage for 2011 all other acreage is taxed to ma 10108
McKinney, Clyde			\$190.00			\$190.00	charged for 8 disposal fees but only has 7
Metcalf, Chever			\$190.00			\$190.00	released disposal fee permanently per Jim Huff
Metcalf, Eugene	\$252.00	\$9.00	\$190.00			\$190.00	only one house on property
Moloney, Thomas	\$325.36	\$40.67	\$161.00			\$422.00	qualified for disabled veterans exclusion
Norton, Edward			\$190.00			\$366.03	all this land is taxed under ma 674 acct 7502
Norton, Rita	\$216.72	\$38.70	\$161.00			\$416.42	granted elderly exemption
Reeves, Venita			\$190.00			\$190.00	billed this disposal to acct 28418
Rice, David	\$218.82		\$161.00			\$379.82	granted elderly exemption
Rice, Harry			\$190.00			\$190.00	billed for disposal on another account
Rice, James			\$190.00			\$207.00	released per Jim Huff this is a shop
Roberts, Doris			\$207.00			\$190.00	only has 1 house and 1 mobile home
Robinson, Lawrence			\$190.00			\$190.00	released this disposal fee permanently per solid waste
Shelton, Wayne			\$190.00			\$380.00	fees charged to Mers Hill Dry Kim & Arthur Gunter
Sibley, Irene			\$380.00			\$190.00	released per solid waste
West, Will			\$190.00			\$190.00	released per solid waste
White, Betty	\$273.00	\$43.87	\$161.00			\$477.87	granted elderly exemption
Willis, Zella			\$190.00			\$190.00	released per solid waste no sewer
Wilson, Polina			\$190.00			\$190.00	released per solid waste no sewer
TOTALS	\$3,445.05	\$343.48	\$7,327.00	\$0.00	\$0.00	\$11,115.46	

December 2011 Vehicle Releases for January 2012 Meeting

NAME	County	City	Fire	Interest	TOTALS	REASON
Adams, Stephen		\$34.06			\$34.06	not in city limits lives at 6388 Walnut Creek Road
Angel, Jason	\$9.40		\$1.68		\$11.08	adjusted value per Tec Data for high mileage
Bachman, Rhonda	\$12.32		\$2.24		\$14.56	2010 bill taxpayer turned tag in with time remaining per collections
Balwin, Teddy	\$6.64		\$0.35		\$6.99	2011 bill taxpayer turned tag in with time remaining per collections
Balwin, Zachariah	\$4.10		\$0.35		\$4.45	2011 bill taxpayer turned tag in with time remaining per collections
Banks, Brenda	\$57.58		\$5.65		\$63.23	this is a temporary tag paid under acct 2010-10-01778
Brigman, Thelma	\$16.88		\$2.40		\$19.28	2011 bill taxpayer turned tag in with time remaining per collections
Brown, Edward	\$12.27	\$10.73			\$23.00	adjusted value per last years value less 7% dep.
Bryan, Jerry		\$16.87			\$16.87	not in city limits
Carecchia, Charles	\$2.26		\$0.20		\$2.46	adjusted value per high mileage and KBB
Carver, Gershon	\$65.00		\$9.25		\$74.25	2011 bill taxpayer turned tag in with time remaining per collections
Carver, Gershon	\$30.50		\$2.70		\$33.20	2011 bill taxpayer turned tag in with time remaining per collections
Chandler, John	\$2.32	\$1.92			\$4.24	2011 bill taxpayer turned tag in with time remaining per collections
Construction & Lan	\$92.12		\$13.16		\$105.28	adjusted value of camper to bill of sale
Davis, Caroline	\$36.24		\$5.12		\$41.36	2011 bill taxpayer turned tag in with time remaining per collections
Davis, Timothy	\$26.55		\$7.62		\$34.17	2011 bill taxpayer turned tag in with time remaining per collections
Fowler, Nathan	\$42.67		\$2.02		\$44.69	3 month tag they paid bill under 2011-05-01956
Fowler, Nathan	\$35.19		\$6.90		\$42.09	3 month tag they paid bill under 2010-06-01440
Fowler, Nathan	\$38.64		\$6.90		\$45.54	3 month tag they paid bill under 2011-07-01387
Fox, Jeremy	\$27.79		\$1.74		\$29.53	charged for wrong fire district released difference
Hassen, Daniel	\$27.79		\$2.45		\$30.24	2011 bill taxpayer turned tag in with time remaining per collections
Howell, Angela	\$38.64				\$38.64	released bill to Buncombe County
Kent, Roger		\$44.37			\$44.37	not in city limits
Malone, Stephen	\$5.60	\$4.90			\$10.50	2011 bill taxpayer turned tag in with time remaining per collections
Mars Hill College	\$9.97	\$8.37			\$18.34	Mars Hill College is exempt
Martin, Chad	\$87.23		\$7.81		\$95.04	2011 bill taxpayer turned tag in with time remaining per collections
Massey, Jennifer	\$46.32				\$46.32	2011 bill taxpayer turned tag in with time remaining per collections
McGinnis, Joe	\$47.04	\$39.48			\$86.52	released bill to Mecklenburg County
Mercalf, Matthew	\$37.52				\$37.52	3 month tag paid under acct 2011-05-00995
Miller, June	\$17.53		\$3.13		\$20.66	released bill to Yancey County
Parks, Rose		\$41.74			\$41.74	not in city limits lives at 811 Lower White Oak
Petersen, Lois	\$55.80		\$4.95		\$60.75	2011 bill taxpayer turned tag in with time remaining per collections
Rice, Erma	\$11.88		\$1.08		\$12.96	2011 bill taxpayer turned tag in with time remaining per collections
Rice, Rachel	\$4.48		\$0.80		\$5.28	released bill to Buncombe County
Roberts, Elbert	\$21.03		\$3.00		\$24.03	2011 bill taxpayer turned tag in with time remaining per collections

December 2011 Vehicle Ref. fees for January 2012 Meeting

Slaney, Dreauna	\$8.73	\$7.33				\$16.06	2011 bill taxpayer turned tag in with time remaining per collections
Smith, James	\$19.60	\$2.80				\$22.40	2011 bill taxpayer turned tag in with time remaining per collections
Smithwick, Traci	\$7.35	\$0.66				\$8.01	2010 bill taxpayer turned tag in with time remaining per collections
Thomas, James		\$11.23				\$11.23	not in city limits per collections
Thomas, Jonathan		\$13.87				\$13.87	not in city limits per collections
Thomas, Jonathan		\$79.48				\$79.48	not in city limits
Turner, Roger	\$35.19	\$6.50				\$42.09	3 month tag paid taxes under acct 2010-07-01529
Wortley, Willie	\$1.40					\$1.40	2011 bill taxpayer turned tag in with time remaining per collections
TOTALS	\$985.09	\$314.35	\$101.51	\$0.00	\$1,400.95		

December 2011 Refur. or January 2012 Meeting

NAME	County	City	Fire fee	Disposal fee	Late list fee's	Int	TOTALS	REASON
Donohod, Christian	\$145.04		\$5.18				\$150.22	this parcel was already included in acreage on ma 2013
Shelton, Max	\$140.00		\$5.00	\$161.00			\$306.00	granted elderly exemption
Triplett, Jerry				\$190.00			\$190.00	refunded per Jim Huff no water power or sewer
TOTALS	\$285.04	\$0.00	\$10.18	\$351.00	\$0.00	\$0.00	\$646.22	