

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY, MARCH 7, 2016  
7:00 P.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. PETITIONS OF CITIZENS
2. CONSENT AGENDA
  - A. Minutes of February 15, 2016
  - B. Tax Releases and Refunds
  - C. Military Family of the Quarter
  - D. CARTS Budget Amendment
3. POTABLE WATER PROJECT UPDATE: Chris Windley, McKim & Creed

DEPARTMENTAL MATTERS

4. CARTS: Kelly Walker, Transportation Director
  - A. 5339 Resolution
  - B. Drug and Alcohol Policy Approval
5. RECREATION – AWARD PLAYGROUND CONSTRUCTION BID: Eddie Games, Recreation Director
6. ECONOMIC DEVELOPMENT: Timothy Downs, Economic Development Director
  - A. Resolution Authorizing Sale of Real Property in Industrial Park
  - B. Update on Economic Development Activities
7. FINANCE – BUDGET AMENDMENTS & ORDINANCE UPDATE: Craig Warren, Finance Director
  - A. Schools
  - B. CDBG – FY12
8. APPOINTMENTS
9. COUNTY ATTORNEY'S REPORT: Jim Hicks

10. COUNTY MANAGER'S REPORT: Jack Veit
11. COMMISSIONERS' REPORTS

Agenda Date: March 7, 2016

Presenter: \_\_\_\_\_

Agenda Item No. 1

Board Action Required or Considered: No

## PETITIONS OF CITIZENS

**Board Action: Receive information**

Agenda Date: March 7, 2016

Presenter: \_\_\_\_\_

Agenda Item No. 2

Board Action Required or Considered: Yes

## CONSENT AGENDA

### A. MINUTES OF FEBRUARY 15, 2016

The Board will be requested to approve the minutes of February 15, 2016 regular session.

### B. TAX RELEASES AND REFUNDS

The Board will be requested to approve the routine tax releases and refunds contained in Attachment #2.B.

### C. MILITARY FAMILY OF THE QUARTER RESOLUTION

The Board will be requested to adopt the resolution contained in Attachment #2.C., recognizing the family of Master Sergeant Timothy Newhouse as Military Family of the Quarter.

### D. CARTS BUDGET AMENDMENT

The Board will be requested to adopt the following budget amendment.

Jones County was allocated \$1,652 in additional HCCBG funding. Jones County decided to spend the additional funding with CARTS. There is a local match paid by Jones County, increasing the total amount of services expected to be purchased from CARTS by \$1,836. Providing transportation to these passengers will require additional money to be spent in fuel. Therefore, the increased expenditure line item for the increased revenue is fuel.

**Board Action: A roll call vote is needed to approve consent agenda items.**

Agenda Date: March 7, 2016

Presenter: Chris Windley

Agenda Item No. 3

Board Action Required or Considered: No

## **POTABLE WATER PROJECT UPDATE**

Chris Windley of McKim and Creed will make a presentation concerning the progress of the water project.

**Board Action: Receive information**

Agenda Date: March 7, 2016

Presenter: Kelly Walker

Agenda Item No. 4

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: CARTS

### A. 5339 RESOLUTION

CARTS Director, Kelly Walker, will present the resolution contained in Attachment #4.A., in which the North Carolina Board of Transportation (NCBOT) has approved CARTS to purchase three vehicles using 5339 funding. This is federal funding coming through the North Carolina Department of Transportation/Public Transportation Division (NCDOT/PTD). These vehicles will be used in the urbanized area and will replace vehicles that were previously purchased with rural money and have met useful life. Originally, CARTS included these vehicles as part of the FY2017 5311 Community Transportation Program (CTP) capital grant request. The 5311 grant request for these vehicles will be denied by NCDOT/PTD because they have been approved for 5339 funding. A public hearing is not required for this grant request, per NCDOT/PTD. Permission to apply is required. Therefore, CARTS is requesting approval of the provided resolution granting permission for CARTS to apply.

**Board Action: Approval of the resolution granting permission to apply for Section 5339 Program funding for the purchase of three vehicles to be used in the urban area.**

### B. DRUG AND ALCOHOL POLICY APPROVAL

As a result of the drug and alcohol compliance review conducted by RLS Associates, CARTS is required to update its drug and alcohol policy. This drug and alcohol policy is based on a template provided by RLS Associates and has passed approval by RLS Associates as meeting all federal requirements except adoption by the board. Ms. Walker is asking for the Board's adoption of the Zero Tolerance Drug and Alcohol Policy provided. (See Attachment #4.B.)

**Board Action: Adoption of the Zero Tolerance Drug and Alcohol Policy for CARTS**

Agenda Date: March 7, 2016

Presenter: Eddie Games

Agenda Item No. 5

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: RECREATION – AWARD PLAYGROUND  
CONSTRUCTION BID**

Recreation & Parks Director, Eddie Games, will present a recommendation that Primus Contracting from Newport, NC be awarded the construction bid to build the inclusive playground at Creekside Park. Primus is currently working on a project for Craven County at the Health Department and is doing an excellent job. The plans for this project were engineered and designed by Rivers & Associates from Greenville. Of the 5 bids submitted for this project, Primus was the responsible low bidder of \$917,989.00. Even as the lowest bidder, this bid came in over budget but we were able to meet with Primus and discuss ways to meet our budget. Primus was able to propose VE (value engineered) cost savings to get this project under budget. (See Attachment #5) Based on the performance of Primus currently working with Craven County and discussions with them on this project, we feel their company is very competent and qualified to build this playground and surrounding components.

**Board Action: A vote to award the contract.**

Agenda Date: March 7, 2016

Presenter: Timothy Downs

Agenda Item No. 6

Board Action Required or Considered: Yes

## DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT

### A. RESOLUTION AUTHORIZING SALE OF REAL PROPERTY IN INDUSTRIAL PARK

Economic Director, Timothy Downs, will present an offer from BSH to purchase Lot 18 (also known as Parcel 2) in the Craven County Industrial Park for \$23,000, or \$1,000 per acre. The County has determined that the fair market value of Lot 18 is \$460,000, or \$20,000 per acre. On October 19, 2015, and after proper public notice, pursuant to N.C. Gen. Stat. § 158-7.1 the Board of Commissioners held a public hearing concerning its intent to convey and sell to BSH Lot 18. In an effort to encourage the location and expansion of other industries within the County and to reward BSH for its intended investment in the county, County is considering conveying and selling Lot 18 to BSH for \$23,000, which will provide BSH an incentive of \$437,000 when compared to the fair market value.

After the close of the public hearing in October the Board did not deliberate the sale of the industrial park property. BSH is now ready to move forward with the real estate transaction. The Board should now consider authorizing the sale and the execution of documents, necessary to effectuate this economic development project.  
(See Attachment #6.A.)

**Board Action: Authorizing Resolution, Agreement for Purchase and Sale of Real Property, Agreement Conveying Real Property For Economic Development Purposes**

### B. UPDATE ON ECONOMIC DEVELOPMENT ACTIVITIES

Mr. Downs, will present an update on economic development activities in the county over the last quarter. The update will include a look at the Craven 100 Alliance, Workforce Development, and a general update on projects and prospects.

**Board Action: Receive information**

Agenda Date: March 7, 2016

Presenter: Craig Warren

Agenda Item No. 7

Board Action Required or Considered: Yes

## **DEPARTMENTAL MATTERS: FINANCE – BUDGET AMENDMENTS AND ORDINANCE UPDATE**

Finance Director, Craig Warren, will present the following budget amendments and ordinance update for the Board's approval.

### **A. SCHOOLS**

Craven County Schools – The school system has submitted its mid-year funding request to the County for local increases in salaries and benefits included in the state budget passed in September 2015. The total requested is \$282,527 which will require an appropriation from fund balance as the final number was unknown when the current year budget was adopted. (See Attachment #7.A.) The funding requested breaks down as follows:

- \$131,772 – Cost of \$750 bonus pay and fica for locally paid staff members
- \$125,429 – Cost of 51 local teacher raises with fica and retirement
- \$ 15,066 – Cost of health insurance increase \$93 x 162 local paid employees
- \$ 10,260 – Cost of locally paid AP raises with fica and retirement
- \$282,527 – Total Local Budget request for salary and benefit increases

**Board Action: A roll call vote is needed to approve budget amendment.**

### **B. CDBG FY12 WATER AND SEWER INFRASTRUCTURE PROECT #12-C-2493**

This project was originally approved and budgeted for \$750,000. The project is now complete and all the work was performed for \$727,358.66. Need to adjust the revenue and expenditure accounts to reflect the reduced cost and close the project. (See Attachment #7.B.)

**Ordinances:** Close CDBG FY12 Water and Sewer Infrastructure Project #12 C-2493; Fund 282.

**Board Action: A roll call vote is needed to approve budget amendments and budget ordinance.**

Agenda Date: March 7, 2016

Presenter: \_\_\_\_\_

Agenda Item No. 8

Board Action required or Considered: Yes

## APPOINTMENTS

- A. CURRENT
- B. PENDING
- C. UPCOMING

**Board Action: Appointments will be effective immediately, unless otherwise specified.**

**A. PENDING APPOINTMENT(S):**

CRAVEN COMMUNITY CHILD PROTECTION TEAM

AUTHORIZATION: NCGS 7B-1406

MISSION/FUNCTION: To respond to child protection needs before a child is harmed by taking action to identify and address gaps or deficiencies in services and resources through the annual report to the County Board of Commissioners, collaboration with community partners, promoting public awareness and advocating for action that addresses the child protection needs of each county.

NUMBER OF MEMBERS: 11-16

TYPE: DSS Director, DSS staff member, law enforcement officer, attorney from DA's office, executive director of local community action agency, public School superintendent or designee, member of DSS Board, mental health professional, Guardian ad Litem Coordinator, Public Health Director, local health care provider, EMS/firefighter, District Court Judge, Commissioners appointees from other county agencies or community at-large

QUALIFICATIONS: Stated above.

LENGTH OF TERMS: As set by respective agencies, position and Commissioners'

MEETING SCHEDULE: Quarterly; January, April, July, October

**Term(s) expiring:** Dawn Gibson (Not seeking reappointment; parent who has lost child before the age of 18)  
Bradley Lanto (2013; MCAS Cherry Point; wishes to continue)  
Walter Mills (2013; Chief District Court Judge; wishes to continue)  
Christopher Morning (2013; Havelock P.D.; Havelock PD. recommending replacement by Kimberly Tutwiler)

**Application:** Pending (Kimberly Tutwiler)

**CRAVEN AGING PLANNING BOARD**

AUTHORIZATION: Bylaws

MISSION/FUNCTION: To provide a comprehensive assessment of the needs and opportunities associated with older adults; an achievable vision of successful aging. Craven County based programs for the support of and investment in older adults and their families, including a system of care for high-risk older adults; and policy strategies for maximizing the functional independence and quality of life of older adults and their families consonant with their wishes and desires.

Serves as the sole policy formulation board concerning aging programs on behalf of the Craven County Board of Commissioners.

NUMBER OF MEMBERS:

18  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TYPE:

Agency - 10  
Local Government - 3  
Client/Caregiver - 2  
Senior Representative - 3

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

Representative of senior population (60+ years of age), client representative (caretaker of an older adult, employed by or volunteering for senior service provider) or representative of one of the following agencies or government entities: Craven County DSS, Craven County Health, Carolina East Medical Center, CARTS, Employment Security Commission, Neuse Center, Coastal Community Action, Legal Aid of North Carolina, Senior Tarheel Legislature, Craven County Commissioners, Craven County Manager, Council of Governments.

LENGTH OF TERMS: 2 Years

MEETING SCHEDULE: Fourth Thursday of every second month, beginning in January, at 1:30 p.m. in the Craven County Administration Building

COMPENSATION: No X    Yes     Specify: \_\_\_\_\_

**Terms ending:**        Dean Roberts (Client Representative-appointed 2012; does not wish to continue)

**Application on file:** Lydia Brown (Attachment # 8.A.)

NURSING HOME ADVISORY COMMITTEE

AUTHORIZATION: N.C.G.S.131E-115

MISSION/FUNCTION: Work to maintain the intent of the Nursing Home Patients Bill of Rights within the licensed homes in the County; to promote community involvement and cooperation with domiciliary homes to ensure quality care for the elderly.

NUMBER OF MEMBERS:  
7-12

TYPE:  
Dictated by the number of homes in the county; homes have right to recommend 25% of appointees

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

Cannot be employed by or have a relative in a nursing home.

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: Quarterly, beginning in March, third Wednesday, 10:00 a.m.

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Term(s) expiring:** Donna Siegmund (2013 – not functioning)

**No applications on file.**

**BOARD OF ADJUSTMENT**

---

**AUTHORIZATION:** General Statute 153-345

**MISSION/FUNCTION:** To hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with the enforcement of the applicable ordinance; may permit special exceptions to zoning regulations if provided for in the ordinance.

**NUMBER OF MEMBERS:**

7

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TYPE:**

Representatives of each airport zoned area

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**QUALIFICATIONS** (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

**LENGTH OF TERMS:** 3 Years

**MEETING SCHEDULE:** Not Specified

**Terms expiring:** Lee Kyle Allen III (2010)

**No application on file.**

**B. CURRENT APPOINTMENTS**

RIVER BEND BOARD OF ADJUSTMENT (EXTRATERRITORIAL JURISDICTION)

AUTHORIZATION: NCGS 160A-362

MISSION/FUNCTION: Serves as a quasi-judicial body; reviews and rules on permitted variances

NUMBER OF MEMBERS:

1

TYPE:

Resident of River Bend's ETJ Area

1

Alternate; resident of River Bend's ETJ Area

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: As needed

**Term(s) ending:** Vacancy for the ETJ Alternate position

**No applications on file.**

The map of the River Bend ETJ area can be seen in Attachment #8.B.

NEW BERN AREA FARMERS' MARKET BOARD

AUTHORIZATION: Articles of Incorporation; bylaws

MISSION/FUNCTION: Corporation operates as a non-profit entity organized for the purpose of providing a central market for farmers and fisheries and to offer consumers a variety of fresh foods at one location.

NUMBER OF MEMBERS:

7 - 25

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TYPE:

1 City of New Bern

1 Chamber of Commerce

1 Swiss Bear

1 County Cooperative Extension

1 Appointed by Board of Commissioners

3-20 Appointed by Directors

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: As needed; annual meeting in December

**Term(s) ending:** Eileen Bress (stepping down)

**Applications on file:** Rebecca Moorer (Attachment # 8.B.1)

**C. UPCOMING APPOINTMENTS**

**April**

Craven Aging Planning Board: Joy Hudson (permanent agency seat; ESC)  
Linda Klund (permanent agency seat; Trillium)

Health Board: Dr. Eric Wheelis (appointed 2013)

Nursing Home Advisory Committee: Robin Schaefer (appointed 2013)

Down East RPO: Chad Braxton (municipal official; appointed  
2013)

Agricultural Advisory Board: Jimmy Arthur (appointed 2009)  
Glen Ipock (appointed 2009)  
David Parker (appointed 2009)  
Carl Turner (appointed 2010)  
Wyatt Whitford (appointed 2009)

**May**

ABC Board: Tony Lee (Appointed 2013)

CarolinaEast Medical Center: Norman Kellum (Appointed 2001)  
(Chairman appoints; hospital Patrick McCullough (Appointed 2013)  
nominates) Steve Sides (Appointed 2013; Chief of Staff)

EMS Advisory Committee: Keith Morris (Appointed 2012)  
Jonathan Stephens (Appointed 2012)

Local Emergency Planning Committee: Paul Bryant (Appointed 2011)  
Danny Hill (Appointed 2011)  
Tamara Jones (Appointed 2011)  
Timothy Lawrence (Appointed 2011)  
Rich Weaver (Appointed 2011)

New Bern Board of Adjustment: John "Pop" Murrell (Appointed 2013)

Nursing Home Advisory Committee: Theron McCabe (Appointed 2010)

Coastal Carolina Airport Authority: Harold Blott (Appointed 2008)

### COUNTY ATTORNEY'S REPORT

- A. Initial Offer to Purchase Real Property – Off of Maul Swamp Road, Vanceboro (Parcel Number 1-044-156).

The County has received an offer in the amount of \$1,000.00 for this property, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$1,469.12. The current tax value is \$13,500.00. Attachment #9.A contains copies of the offer to purchase, deed, GIS information, and proposed resolution.

Should the County accept this offer, the property will then be advertised for upset bids in accordance with the General Statutes. Once no further upset bids are timely received, the County may accept or reject the final offer.

- B. Report on Potential Sale of Real Property – 408 Suttons Alley, New Bern (Parcel Number 8-008-166).

The County and City of New Bern gave preliminary approval to sell this property. However, the City of New Bern recently rejected its final approval of the sale, and therefore the property will not be sold at this time.

- C. Disposition of Property located at 1129 G Street, New Bern (Tax Parcel No. 8-006-034).

On November 19, 2015, this property was acquired jointly with the City of New Bern through a tax foreclosure. Based upon the percentage of taxes owed, the City owns a 58.85% interest, and the County owns a 41.15% interest. Total taxes and abatement liens owed at the time of foreclosure was \$7,261.10. The current tax value of the land is \$8,190.00. The lot is approximately 0.279 acres.

The dwelling on the property is dilapidated, and the City will be demolishing it under its ordinances. The estimated cost of demolition and disposal is \$4,000, assuming there is no asbestos or other hazardous materials discovered. The City has inquired as to whether the County desires to pay its prorated cost for demolition (estimated to be approximately \$1,646.00), or in the alternative whether the County would prefer to donate its interest to the City.

A proposed resolution is contained in Attachment #9.C should the Board elect to transfer the property to the City. Also attached are copies of the deed and GIS information for the property.

D. Donation of Various Properties to the City of New Bern, to be conveyed to Habitat for Humanity.

The County and City of New Bern acquired joint ownership of various parcels of land through tax foreclosures. The City is requesting that the parties convey their interests in the properties to Habitat for Humanity. Should the County agree to the request, it may be structured in various ways; but it is recommended that the County convey its interests to the City, and then the City would convey the properties to Habitat for Humanity. The City would contractually agree with Habitat that it must improve the properties within two (2) years, or any properties still unimproved would revert back to the City. Further, in that event, the City would re-convey to the County the County's previous percentage of ownership in each such property.

The properties are as follows:

- A. 813 West Street (Parcel 8-007-361)
- B. 817 West Street (Parcel 8-007-227)
- C. 1205 Church Street (Parcel 8-011-172)
- D. 1022 N Bern Street (Parcel 8-006-142)
- E. 876 Howard Street (Parcel 8-003-081)
- F. 703 Bern Street (Parcel 8-007-271)

Attachment #9.D. contains a proposed Resolution, and additional information about each parcel.

Agenda Date: March 7, 2016

Presenter: Jack Veit

Agenda Item No. 10

## **COUNTY MANAGER'S REPORT**

Agenda Date: March 7, 2016

Presenter: \_\_\_\_\_

Agenda Item No. 11

## **COMMISSIONERS' REPORTS**

TAX804P

CRAVEN COUNTY

PAGE 1

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 03/07/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ABBOTT, RICH CORRECTED DISCOVERED PROPERTY VALUE	0107477 2015-0090910	635.12
ALI SMITH DESIGNS LLC NOT IN BUSINESS 1/1/2014	0094297 2014-0091100	80.87
ALI SMITH DESIGNS LLC NOT IN BUSINESS 1/1/2015	0094297 2015-0090551	74.39
AMERSON, JESSE ROBERT SENIOR EXCLUSION REMOVED IN ERROR	0112050 2015-0001084	401.30
ATLANTIC WINGS LLC ORDERED BY BOARD OF E & R 2-16-2016	0061407 2015-0091860	3,510.28
ATLANTIC WINGS LLC & JOES TOYS DOUBLE LISTED WITH ACCT 0108269	0108269 2015-0091772	2,151.89
ATLANTIC WINGS LLC & JOES TOYS ORDERED BY BOARD OF E & R 2-16-2016	0108269 2015-0091861	1,053.08
AUGUST, JOHN L & ADELAIEDE F MILITARY EXEMPTION	0056435 2015-0002017	191.92
BARWICK, PATSY DAUGHERTY DWELLING VACANT SINCE 2010	0029167 2015-0003269	36.99
BATTISTA, TOM NOT TAXABLE TO CRAVEN COUNTY	0090553 2015-0003467	277.71
BOWER, PAUL EDGAR MILITARY EXEMPTION	0107974 2015-0091604	227.35
BROWN, ELIJAH B JR DWELLING VACANT SINCE 2012	0886900 2015-0007032	36.99
CARUTHERS, JACKIE LEE JR MILITARY EXEMPTION	0106323 2015-0009554	71.54
COUTU, RAY & SARA DID NOT OWN 1/1/2015	0044044 2015-0012145	83.17

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 03/07/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
DICKENS, DAVID D JR CORRECTED DISCOVERED PROPERTY VALUE	0104075 2015-0090039	1,436.34
DOUGHTY, MATTHEW CORRECTED DISCOVERD PROPERTY VALUE	0079308 2015-0015586	13.98
EDWARDS, LARRY W JR & KELLY A DID NOT OWN 1/1/2015	0083928 2015-0016920	12.57
FIFTH THIRD BANK NO TAX SITUS IN CRAVEN CO FOR 2014	0032999 2015-0090163	32.14
GONZALEZ, ERNESTO NOT TAXABLE TO CRAVEN COUNTY	0107613 2015-0091078	319.35
HALL, RUBEN HRS DWELLING DID NOT EXIST 1-1-2015	0093969 2015-0023933	73.33
HALL, RUBEN HRS DWELLING DID NOT EXIST 1-1-2014	0093969 2014-0023809	83.25
HARRELL, CHARLES RUSSELL II DID NOT OWN 1/1/2015	0046154 2015-0024882	79.61
HOFF, JUSTIN THOMAS MILITARY EXEMPTION	0103713 2015-0027314	151.49
HOWARD, DUSTIN JAMES DID NOT OWN 1/1/2015	0097433 2015-0027992	106.95
JACKSON, ANTHONY BRYAN MILITARY EXEMPTION	0086599 2014-0091585	271.23
JACKSON, ANTHONY BRYAN MILITARY EXEMPTION	0086599 2015-0029283	276.83
JONES, CASEY DONALD MILITARY EXEMPTION	0106911 2015-0030553	15.90
KILBURY, RANDY E NOT TAXABLE TO CRAVEN COUNTY	0091961 2015-0031930	210.84

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 03/07/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
KITE, JESSICA LINDSAY DID NOT OWN 1/1/2010	0085039 2010-0029194	74.55
KITE, JESSICA LINDSAY DID NOT OWN 1/1/2011	0085039 2011-0032410	68.79
KITE, JESSICA LINDSAY DID NOT OWN 1/1/2012	0085039 2012-0032308	63.56
KITE, JESSICA LINDSAY DID NOT OWN 1/1/2013	0085039 2013-0092588	58.58
KITE, JESSICA LINDSAY DID NOT OWN 1/1/2014	0085039 2014-0091698	54.26
KITE, JESSICA LINDSAY DID NOT OWN 1/1/2015	0085039 2015-0032392	49.70
KUYKENDALL, ROBERT L & KIMBERL NOT TAXABLE TO CRAVEN COUNTY	0063744 2015-0033043	71.74
LARSON, CHRISTOPHER E & HEATHE MILITARY EXEMPTION	0070444 2015-0091665	104.28
LOCKLEAR, TIMOTHY AND CAROL DID NOT OWN 1/1/2013	0069000 2013-0092701	52.43
LOVELACE, CAROL A REBILLED SENIOR EXCLUSION FOR 2015	0067103 2016-0090047	12.00
LOWE, RUBY H & LOWE SANDY ELIZ FORECLOSURE-LIEN EXTINGUISHED	0049788 2013-0033994	503.78
LOWE, RUBY H & LOWE SANDY ELIZ FORECLOSURE-LIEN EXTINGUISHED	0049788 2014-0034722	466.22
LOWE, RUBY H & LOWE SANDY ELIZ FORECLOSURE-LIEN EXTINGUISHED	0049788 2015-0035381	424.46
PARSONS, HALLOTT M DOUBLE BILLED-ACCT 105891	0105891 2015-0023973	64.09

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 03/07/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
PHELPS, JOHN DUANE & RHEADAWN NOT TAXABLE TO CRAVEN COUNTY	0085874 2014-0092004	9.86
PHELPS, JOHN DUANE & RHEADAWN NOT TAXABLE TO CRAVEN COUNTY	0085874 2015-0045557	8.91
PHELPS, RHEA DAWN & JOHN NO TAXABLE TO CRAVEN COUNTY	0060067 2012-0045276	128.60
PHELPS, RHEA DAWN & JOHN NOT TAXABLE TO CRAVEN COUNTY	0060067 2013-0043507	91.86
PHELPS, RHEA DAWN & JOHN NOT TAXABLE TO CRAVEN COUNTY	0060067 2014-0092006	104.00
PHELPS, RHEA DAWN & JOHN NOT TAXABLE TO CRAVEN COUNTY	0060067 2015-0045562	85.84
PLUMMER, ANDREW DEAN MILITARY EXEMPTION	0103989 2015-0046009	28.27
POE, DUSTIN MICHAEL MILITARY EXEMPTION	0105429 2015-0046044	67.51
ROBINSON, CHRISTOPHER G & MARG MILITARY EXEMPTION	0078909 2015-0049260	20.09
ROCCO, MICHAEL DANIEL MILITARY EXEMPT	0100865 2015-0049359	12.94
ROSETTI, JOHN MILLER NOT TAXABLE TO CRAVEN COUNTY	0106847 2015-0049696	10.87
RUNDUS, FRANK C & JENA M MILITARY EXEMPTION	0046453 2015-0050084	20.45
SATTERFIELD, LARRY LEE MILITARY EXEMPTION	0063716 2015-0091697	208.81
SMITH-MAYFIELD, ROSA MARIE DWELLING RAIZED IN 2014	0061704 2015-0052800	81.78

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 03/07/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
TURNER, WILLIS AND DEBRA CORRECTED DISCOVERED PROPERTY VALUE	0107208 2015-0090468	308.59
VENEGAS, RAMON AND COOPER, BET CORRECTED DISCOVERED PROPERTY VALUE	0107840 2015-0091534	180.81
WALTON, MICHEAL & CASI R MILITARY EXEMPTION	0081166 2015-0059997	75.67
WARD, LYDIA RENEE WETHERINGTON DWELLING NOT OCCUPIED SINCE 2001	0051531 2015-0060162	36.99
WARD, NEIL & CRYSTAL MILITARY EXEMPTION	0077960 2011-0059905	21.97
WARD, NEIL & CRYSTAL MILITARY EXEMPTION	0077960 2015-0060170	16.65
WELLS, MATTHEW DOUBLE BILLED SAME ACCOUNT	0099299 2013-0094414	55.29
WOODRINS, JAMES %BRIDGE POINT NOT TAXABLE TO CRAVEN COUNTY	0107480 2015-0091580	2,479.49
	64 -CREDIT MEMO(S)	18,040.10

## REFUNDS SUBJECT TO BOARD APPROVAL ON 03/07/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
FOYE, CHARLOTTE S DWELLING UNOCCUPIED SINCE 2010	0030263 2015-0019482	36.00
HOWARD, DUSTIN JAMES DID NOT OWN 1/1/2014	0097433 2014-0092351	184.06
ROCCO, MICHAEL DANIEL MILITARY EXEMPT	0100865 2014-0048163	10.39
VITOLS, WILBUR M CLERICAL ERROR IN VALUATION	0034109 2015-0059420	39.21
	4 -REFUND(S)	269.66

**RESOLUTION  
RECOGNIZING THE FAMILY  
OF MASTER SERGEANT TIMOTHY NEWHOUSE  
AS MILITARY FAMILY OF THE QUARTER**

**WHEREAS**, Master Sergeant Timothy Newhouse is currently stationed aboard MCAS Cherry Point with the Center for Naval Aviation Technical Training (CNATT), along with his wife Tracey and their children Connor (10) and Emily (6); and

**WHEREAS**, throughout his time at MCAS Cherry Point, MSgt Newhouse has deployed twice to Afghanistan, once with VMA-223 and second with MALS-14 as the Avionics Chief, dedicating countless hours in support of his units' success and instructing his Marines on the importance of good community relations; and

**WHEREAS**, the Newhouse family has volunteered many hours at New Song United Methodist Church in New Bern by decorating the sanctuary for holiday services, assisting with the youth and children's classrooms and are committed every Sunday to serving on the First Impressions team serving refreshments. They also volunteer at the local horse stables, serving as the stable manager, responsible for the care of 17 horses during the recent cold weather, as well as readily assisting in the sweeping and cleaning of the horse stalls. These gracious acts of community service have also been witnessed and taught to their children; and

**WHEREAS**, MSgt Newhouse has also dedicated his off-duty time to Creekside Elementary School, assisting in several class field trips and was requested by a New Bern High School Senior to serve as his mentor as he completed his JRROTC Senior project on gun and range safety.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS** recognizes the family of Master Sergeant Timothy Newhouse for their strong leadership, mentorship and dedicated service to their community and to the continued success of military members around them.

**BE IT FURTHER RESOLVED THAT THE CRAVEN COUNTY BOARD OF COMMISSIONERS** congratulates them on being selected Military Family of the Quarter.

Adopted this 7<sup>th</sup> day of March, 2016.

---

Chairman George S. Liner  
Craven County Board of Commissioners

---

Gwendolyn M. Bryan  
Clerk to the Board

**TRANSPORTATION PROGRAM RESOLUTION**

**Section 5339  
FY 2017 RESOLUTION**

Applicant seeking permission to apply for Section 5339 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 2B 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 Small Urban Public Transportation Projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of small urban 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) County of Craven 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) Craven County Board of Commissioners 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)\* Gwendolyn M. Bryan (Certifying Official's Title) Clerk of the Board 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) Craven County Board of Commissioners duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Signature of Certifying Official*

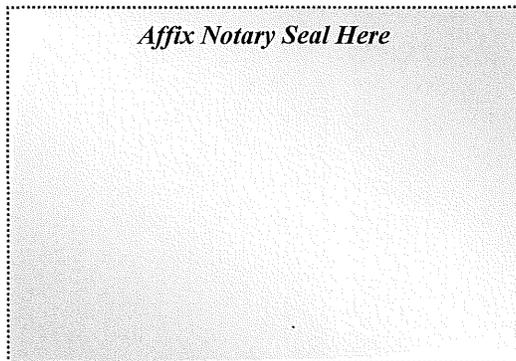
**\*Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) \_\_\_\_\_

\_\_\_\_\_  
*Notary Public \**

\_\_\_\_\_  
*Printed Name and Address*

My commission expires (date) \_\_\_\_\_



**DBE GOOD FAITH EFFORTS CERTIFICATION**

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) Craven County 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:**

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 <a href="http://www.ncdot.gov/business/ocs/dbe/#FAQ10">http://www.ncdot.gov/business/ocs/dbe/#FAQ10</a> or contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact 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 <a href="http://partner.ncdot.gov/VendorDirectory/default.html">http://partner.ncdot.gov/VendorDirectory/default.html</a>
	<input type="checkbox"/>	Other efforts: Describe:
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <http://ecfr.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

\_\_\_\_\_  
Date

George S. Liner, Chairman  
Type Name and Title of Authorized Official

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION**

**DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY2017**

**APPLICANT'S NAME:** Craven County/Craven Area Rural Transit System (CARTS) **PERIOD COVERED**  
**MAILING ADDRESS:** 2822 Neuse Blvd., New Bern, NC 28562 **From:** 07/01/2016  
**VENDOR NUMBER:** 16506 **To:** 06/30/2017

**We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY2017:**

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
				TOTAL

- The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY2017.
- The applicant does **NOT** expect to utilize any DBE/MBE/WBE/HUB Vendors in FY2017.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**LOCAL SHARE CERTIFICATION FOR FUNDING**

**Craven County**  
(Legal Name of Applicant)

**Requested Funding Amounts**

<b><u>Project</u></b>	<b><u>Total Amount</u></b>	<b><u>Local Share</u></b>
Capital (Vehicles )	\$ <b><u>174,000</u></b>	\$ <b><u>26,100</u></b> (10%)
TOTAL	\$ <b><u>174,000</u></b> Total Funding Requests	\$ <b><u>26,100</u></b> Total Local Share

**The Local Share is available from the following sources:**

<u>Source of Funds</u>	<u>Amount</u>
<b><u>Sale of disposed vehicles</u></b>	\$ <b><u>15,000</u></b>
<b><u>Sale of advertising space</u></b>	\$ <b><u>11,100</u></b>
_____	\$ _____
_____	\$ _____
<b>TOTAL</b>	\$ <b><u>26,100</u></b>

**\*\* Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) **Craven County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2017 5339 and FY 2017 5316 Transportation Program will be available as of **July 1, 2016**, which has a period of performance of July 1, 2016 – June 30, 2020.

\_\_\_\_\_  
Signature of Authorized Official

George S. Liner, Chairman  
\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

**SECTION 5339 TITLE VI PROGRAM REPORT**

Legal Name of Applicant: **Craven County**  
(Complete either Part A or Part B)

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against \_\_\_\_\_ (*Transit System Name*) during the period **July 1, 2014 through June 30, 2015**.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type Name and Title of Authorized Official

---

**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against \_\_\_\_\_ (*Transit System Name*) during the period July 1, 2014 through June 30, 2015.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome
Calvert Weatherly/3512 Harvard Way, New Bern, NC 28562/252-637-7281	06/08/2015	Employment discrimination based on disability	Closed/unable to conclude that the information obtained establishes violations of the statutes

(Attach an additional page if required.)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

George S. Liner, Chairman

\_\_\_\_\_  
Type Name and Title of Authorized Official

---

**Part C - Title VI Plan**

Do you currently have a Title VI Plan: \_\_\_\_\_

Date of last plan update: \_\_\_\_\_

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

\_\_\_\_\_ (*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.

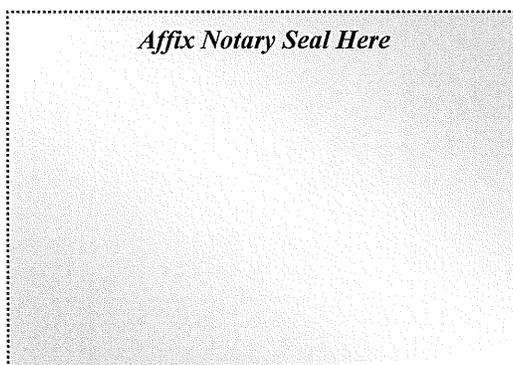
\_\_\_\_\_  
*Signature of Authorized Official*

Seal Subscribed and sworn to me (*date*) \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name and Address*

My commission expires (*date*) \_\_\_\_\_



(Required of all Applicants)

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, **George S. Liner**, on behalf of  
*Name of Authorized Official*

**County of Craven**,  
*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.*

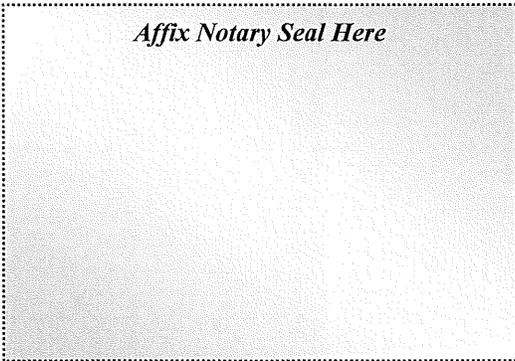
\_\_\_\_\_  
*Signature of Authorized Official*

Seal Subscribed and sworn to me (date) \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name and Address*

My commission expires (date) \_\_\_\_\_



## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### PREFACE

*Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) in the form of a Federal Grant, Cooperative Agreement, Loan, Line of credit, or Loan Guarantee to support a public transportation Project, an Authorized Representative (You) of the Project Sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. Among other things, the Authorized Representative must be duly authorized by the Applicant to sign these Certifications and Assurances and bind its compliance. You, as your Applicant's Authorized Representative, must select all Certifications and Assurances that your Applicant must provide to support its application(s) for FTA funding during Federal fiscal year (FY) 2015.*

*We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. As required by Federal law and regulation, only if you select adequate Certifications and Assurances on your Applicant's behalf, may FTA award Federal funding for its Project.*

*We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the Assurances in Group 01 on your Applicant's behalf. If your Applicant requests more than \$100,000 in Federal funding, you must also select the "Lobbying" Certification in Group 02, unless your Applicant is an Indian tribe, Indian organization, or a tribal organization. Depending on the nature of your Applicant and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. Instead of selecting individual Groups of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all our programs.*

*FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every Applicant or every Project FTA funds, even if you make a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to your Applicant or its Project. The type of Project and Applicant will determine which Certifications and Assurances apply.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and each Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities each member will perform and the extent to which each will be responsible for compliance with the Certifications and Assurances that you select on its behalf, and whether the member will serve as a Recipient, Subrecipient, or Third Party Contractor.*

*It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by Federal law or regulation, and do not include all Federal requirements that may apply to it or its Project. Our FTA Master Agreement for Federal FY 2015, MA(21), is available at <http://www.fta.dot.gov>, and contains a list of most of those requirements.*

*We expect you to submit your Applicant's FY 2015 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2015 Certifications and Assurances on its behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that you cannot submit your Applicant's FY 2015 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Groups of Certifications and Assurances that it is submitting.*

*Be aware that these Certifications and Assurances have been prepared in light of:*

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,*
- *The Highway and Transportation Funding Act of 2014, Pub. L. 113-159, August 8, 2014, and*
- *Continuing Appropriations Resolution, 2015, Pub. L. 113-164, September 19, 2014 and other Appropriations Acts or Continuing Resolutions funding the Department of Transportation during Fiscal Year 2015.*

*With certain exceptions, Projects financed in FY 2015 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.*

### **GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.**

*Before FTA may provide funding for your Applicant's Project, in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, you must*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.*

### **01.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.**

You certify and affirm that both you, as your Applicant's Authorized Representative, and your Applicant's attorney, who is authorized to represent your Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute the Grant Agreement, Cooperative agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking FTA funding,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

### **01.B. Standard Assurances.**

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal statutes and regulations to carry out any FTA-funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
4. It understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting it or its Project,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
  - a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:
    - (1) New Grants and Cooperative Agreements, and
    - (2) New Amendments to Grants and Cooperative Agreements that:
      - (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
      - (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but
  - b. In other instances, FTA has determined that MAP-21 requirements will apply to Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and
  - c. For all FTA-funded Projects, the following MAP-21 cross-cutting requirements supersede and apply in lieu of conflicting provisions of previous Federal law and regulations:
    - (1) Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
    - (2) Environmental Review Process,
    - (3) Public Transportation Agency Safety Plans,
    - (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
    - (5) Costs Incurred by Providers of Public Transportation by Vanpool,
    - (6) Revenue Bonds as Local Match,
    - (7) Debt Service Reserve,
    - (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
    - (9) Private Sector Participation,
    - (10) Bus Testing,
    - (11) Buy America,
    - (12) Corridor Preservation,
    - (13) Rail Car Procurements,
    - (14) Veterans Preference/Employment,
    - (15) Alcohol and Controlled Substance Testing, and
    - (16) Other provisions as FTA may determine.<sup>1</sup>

---

<sup>1</sup> More information about these matters appears in the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, Oct. 16, 2012.

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 01.C. Intergovernmental Review Assurance.

*(This assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for 49 U.S.C. 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)*

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.

### 01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. 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-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, religion, sex, disability, or age:
  - a. Federal transit laws, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
  - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
  - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
  - 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 all parts of its facilities, as well as its facilities operated in connection with its Project,
  - b. This assurance applies to its entire Project and to all parts of its facilities, as well as its facilities operated to implement its Project,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- c. It will promptly take the necessary actions to carry out this assurance, including the following:
  - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
  - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
- d. If it transfers FTA-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 funding is extended, or
  - (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, or
  - (3) This assurance,
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA 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 laws, 49 U.S.C. 5332,
- g. It will comply with applicable Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
- h. 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 any:
  - (1) Subrecipient,
  - (2) Transferee,
  - (3) Third Party Contractor or Subcontractor at any tier,
  - (4) Successor in Interest,
  - (5) Lessee, or
  - (6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient),
- i. It will include 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 each:
  - (1) Subagreement at any tier,
  - (2) Property transfer agreement,
  - (3) Third party contract or subcontract at any tier,
  - (4) Lease, or
  - (5) Participation agreement, and
- j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (1) Federal funding is extended to its Project,
  - (2) Its Project property is used for a purpose for which the Federal funding is extended,
  - (3) Its Project property is used for a purpose involving the provision of similar services or benefits,
  - (4) It retains ownership or possession of its Project property, or
  - (5) FTA may otherwise determine in writing, and
4. 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, and consistent with 49 U.S.C. 5307(c)(1)(D)(ii), you assure that:
- a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Group 01.D Assurance, of which compliance is a condition of approval or extension of any FTA funding awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in any benefit or obtain any benefit from any FTA administered program, and
  - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

### **01.E. Suspension and Debarment Certification.**

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (5) Voluntarily excluded, or
- (6) Disqualified,
- b. Its management has 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. It is 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 subsection 1.E.2.b of this Certification,
- d. It has 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. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Group 01.E Certification, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its 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 official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - (a) Debarred from participation in its federally-funded Project,
    - (b) Suspended from participation in its federally-funded Project,
    - (c) Proposed for debarment from participation in its federally-funded Project,
    - (d) Declared ineligible to participate in its federally-funded Project,
    - (e) Voluntarily excluded from participation in its federally-funded Project, or
    - (f) Disqualified from participation in its federally-funded Project, and
- 5. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Group 01.E Certification.

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 01.F. U.S. OMB Assurances in SF-424B and SF-424D.

*The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in Federal laws and regulations.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For every Project described in any application it submits for Federal funding, it has adequate resources to properly plan, manage, and complete its Project, including the:
    - (1) Legal authority to apply for Federal funding,
    - (2) Institutional capability,
    - (3) Managerial capability, and
    - (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
  - b. As required, it will give access and the right to examine Project-related materials to entities or individuals including, but not limited to the:
    - (1) FTA,
    - (2) The Comptroller General of the United States, and
    - (3) State, through an appropriate authorized representative,
  - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
  - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
    - (1) A personal or organizational conflict of interest, or personal gain, or
    - (2) The appearance of a personal or organizational conflict of interest or personal gain,
2. *Project Specifics.* On behalf of your Applicant, you assure that:
  - a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,
  - b. For FTA-funded construction Projects:
    - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
    - (2) It will 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 to assure nondiscrimination during the useful life of its Project in its title to federally-funded real property,
    - (4) To the extent FTA requires, it will record the Federal interest in the title to FTA-funded real property or interests in real property, and
    - (5) It will not alter the site of the FTA-funded construction Project or facilities without permission or instructions from FTA by:
      - (a) Disposing of the underlying real property or other interest in the site and facilities,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (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, and
  - c. It will furnish progress reports and other information as FTA or the State may require, and
- 3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
  - a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) The prohibitions against discrimination on the basis of sex, as provided in:
      - (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) The prohibitions against discrimination on the basis of age in federally-funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
    - (4) The prohibitions against discrimination on the basis of disability in federally-funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
    - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
    - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
    - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
    - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
    - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
    - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
  - b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (1) It will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
- (2) It has the necessary legal authority under State and local laws and regulations to comply with:
  - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, 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, and
- (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
  - (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, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
    - 1 Displaced families or individuals, and
    - 2 Displaced corporations, associations, or partnerships,
  - (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 the U.S. DOT regulations to such:
    - 1 Displaced families and individuals, and
    - 2 Displaced corporations, associations, or partnerships,
  - (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 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 will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
  - (h) It will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
  - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (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-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. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 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 applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, 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 applicable, comply with the labor standards and protections for federally-funded Projects of:
  - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
  - (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, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. It will comply with any applicable environmental standards prescribed to implement Federal laws and executive orders, including, but not limited to:
  - (1) Complying 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 following Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
  - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
  - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
  - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
  - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
  - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (9) Complying with the environmental protections for Federal 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 (also known as “Section 4f”),
- (10) Complying with the protections for 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) Complying with and facilitating 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 applicable, it will comply with the following Federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funding:
  - (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 applicable, 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), before accepting delivery of any FTA-funded building,
- i. It will comply with, and assure that its Subrecipients located in special flood hazard areas 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, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
- j. 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 funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
  - (2) 49 U.S.C. 5323(l)(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 funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- k. It will perform the financial and compliance audits as required by the:
  - (1) 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) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT,
- l. It will comply with all other Federal laws or regulations that apply, and
- m. It will follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

### GROUP 02. LOBBYING.

*Before FTA may provide funding for a Federal Grant or Cooperative Agreement exceeding \$100,000 or a Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance exceeding \$150,000, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Lobbying Certifications in Group 02, unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352 or FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 02 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
  - a. The lobbying restrictions of this Certification apply to its requests:
    - (1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
    - (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
  - b. Your Certification on its behalf applies to the lobbying activities of:
    - (1) It,
    - (2) Its Principals, and
    - (3) Its Subrecipients at the first tier,
- 2. To the best of your knowledge and belief:
  - a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (1) An officer or employee of any Federal agency regarding the award of a:
  - (a) Federal Grant or Cooperative Agreement, or
  - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
- (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
  - (a) Federal Grant or Cooperative Agreement, or
  - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
- b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
  - (1) An officer or employee of any Federal agency regarding the award of a:
    - (a) Federal Grant or Cooperative Agreement, or
    - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
  - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
    - (a) Federal Grant or Cooperative Agreement, or
    - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
- c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
  - (1) Third party contracts,
  - (2) Subcontracts,
  - (3) Subagreements, and
  - (4) Other third party agreements under a:
    - (a) Federal Grant or Cooperative Agreement, or
    - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
3. It understands that:
  - a. This Certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (a) Federal Grant or Cooperative Agreement, or
    - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

*We request that you select the Procurement and Procurement Systems Certification in Group 03 on behalf of your Applicant, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certification in Group 03 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

### **GROUP 04. PRIVATE SECTOR PROTECTIONS.**

*Before FTA may provide funding for a Project that involves the acquisition of public transportation property or operation of public transportation facilities or equipment, in addition to other Certifications you must select on your Applicant's behalf, you must also select the Private Property Protections Assurances in Group 04.A and enter into the Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.*

#### **04.A. Private Property Protections.**

*If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Group 04.A apply to your Applicant, except as FTA determines otherwise in writing.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

1. 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 laws to the company for any franchise or property acquired, and
2. It has completed the actions described in the preceding section 1 of this Group 04.A Certification 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 operator, or
    - (2) In addition to transportation service provided by an existing public transportation operator.

### **04.B. Charter Service Agreement.**

*If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.B applies to your Applicant, except as FTA determines otherwise in writing.*

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
  - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. 133 or 142, or
    - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
  - b. FTA's charter service restrictions extend to:
    - (1) Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. 133 or 142, or
      - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
    - (2) Any Third Party Participant that receives Federal funding derived from:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. 133 or 142, or

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
  - c. A Third Party Participant includes any:
    - (1) Subrecipient at any tier,
    - (2) Lessee,
    - (3) Third Party Contractor or Subcontractor at any Tier, and
    - (4) Other Third Party Participant in its Project,
  - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
    - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
    - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
    - (3) Any other Federal Charter Service regulations, or
    - (4) Federal guidance, except as FTA determines otherwise in writing,
  - e. You and your Applicant agree 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, and
  - f. You and your Applicant agree that:
    - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
      - (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
      - (b) Otherwise violating its Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
    - (2) These corrective measures and remedies may include:
      - (a) Barring it or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
      - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
      - (c) Any other appropriate remedy that may apply, and
2. In addition to the exceptions to the restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
- a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only, and
- c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally-funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

### **04.C. School Bus Agreement.**

*If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the School Bus Agreement in Group 04.C applies to your Applicant, except as FTA determines otherwise in writing.*

To comply with 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), on behalf of your Applicant, you are entering into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
  - a. Federal transit laws, 49 U.S.C. chapter 53,
  - b. 23 U.S.C. 133 or 142, or
  - c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 2. FTA's school bus operations restrictions extend to:
  - a. Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. 133 or 142, or
    - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
  - b. Any Third Party Participant that receives Federal funding derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. 133 or 142, or
    - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 3. A Third Party Participant includes any:
  - a. Subrecipient at any tier,
  - b. Lessee,
  - c. Third Party Contractor or Subcontractor at any tier, and
  - d. Other Third Party Participant in the Project,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
  - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
  - c. Any other Federal School Bus regulations, or
  - d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
  - a. Bar your Applicant or Third Party Participant from receiving further Federal transit funds, or
  - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

### **GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.**

*Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 05 that does not apply will not be enforced.*

#### **05.A. Rolling Stock Reviews.**

*If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Group 05.A apply to your Applicant, except as FTA determines otherwise in writing.*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
  - a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
  - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
  - a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
  - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

### **05.B. Bus Testing.**

*If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
  - a. 49 U.S.C. 5318, and
  - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
  - a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
    - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
    - (2) It has received a copy of the test report prepared on that new bus or new bus model, and
  - b. It will not authorize final acceptance of that new bus or new bus model until:
    - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
    - (2) It has received a copy of the test report prepared on that new bus or new bus model,
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including:
  - a. Performance standards for:
    - (1) Maintainability,
    - (2) Reliability,
    - (3) Performance (including braking performance),

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (4) Structural integrity,
  - (5) Fuel economy,
  - (6) Emissions, and
  - (7) Noise, and
- b. Minimum safety performance standards established under 49 U.S.C. 5329, and
4. After FTA regulations authorized by 49 U.S.C. 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

### GROUP 06. DEMAND RESPONSIVE SERVICE.

*If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 06 that does not apply will not be enforced.*

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
  - a. Individuals with disabilities, including individuals who use wheelchairs, and
  - b. Individuals without disabilities, and
2. Viewed in its entirety, its 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 priorities based on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

### **GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.**

*Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Assurances in Group 07 that does not apply will not be enforced.*

On behalf of your Applicant, you and your Applicant:

1. Understand that, 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," and
2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

### **GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.**

*Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support interest, or financing, or leasing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.*

### **08.A. Interest and Financing Costs.**

*If your Applicant intends to use FTA funding to support interest or any other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
  - a. It is eligible to receive Federal funding for those costs, and
  - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
  - a. Urbanized Area Formula Grants Projects,
  - b. Projects under Full Funding Grant Agreements,
  - c. Projects with Early Systems Work Agreements,
  - d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
  - e. State of Good Repair Projects,
  - f. Bus and Bus Facilities Projects, and
  - g. Low or No Emission Vehicle Development Projects.

### **08.B. Acquisition of Capital Assets by Lease.**

*If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B applies to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation Projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

- 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 can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

### **GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.**

*Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 09 that does not apply will not be enforced.*

#### **09.A. Transit Asset Management Plan.**

*If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.

#### **09.B. Public Transportation Agency Safety Plan.**

*If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system,*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. 5331 and its implementing regulations, before FTA may provide funding for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 10 that does not apply will not be enforced.*

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83, on behalf of your Applicant, including a State Applicant, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
  - a. An alcohol misuse testing program, and
  - b. A controlled substance testing program,
2. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, and
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or Third Party Contractors to which these testing requirements apply reside in a State that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

### **GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY), AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21 BECAME EFFECTIVE.**

*The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.*

*Before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 11 that does not apply will not be enforced.*

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

### **GROUP 12. STATE OF GOOD REPAIR PROGRAM.**

*Certain Certifications and Assurances listed previously are required for the State of*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*Good Repair Program funding under 49 U.S.C. 5337.*

*Before FTA may provide funding for your Applicant's Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Assurance in Group 12 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

### **GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.**

*Before FTA may provide funding for your Applicant's Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certification in Group 13 that does not apply will not be enforced.*

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

### **GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS-RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).**

*The Certifications in Group 14 are required for funding under:*

- 14.A. *The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and*
- 14.B. *The Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.*

*Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 14 that does not apply will not be enforced.*

### **14.A. Bus and Bus Facilities Formula Grants Program**

*If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that “[t]he requirements of section 5307 apply to recipients of grants made under this section [5339]”; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5339, it will comply with the:
  - a. General Provisions of 49 U.S.C. 5323, and
  - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
  - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5339,
  - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
  - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
  - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other Federal Government sources,
  - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - g. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), it:
    - a. Has or will have the amount of funds required for the local share,
    - b. Will provide the local share funds from sources approved by FTA, and
    - c. Will provide the local share funds when needed,
  8. It will comply with:
    - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
    - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
  9. It has a locally developed process to solicit and consider public comment before:
    - a. Raising a fare, or
    - b. Implementing a major reduction of public transportation, and
  10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **14.B. Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).**

*If your Applicant seeks FTA funding for its Project under the Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H), in effect in FY 2012 or a previous fiscal year to this Program, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
  - a. Legal capacity,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- b. Financial capacity, and
- c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

### **GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.**

*The Certifications in Group 15 are required for funding under:*

- 15.A. *The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,*
- 15.B. *The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,*
- 15.C. *The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and*
- 15.D. *The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 15 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 15.A. Urbanized Area Formula Grants Program under MAP-21.

*If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Group 15.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013, 2014, and 2015 are required by 49 U.S.C. 5307(c)(1); therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307, it will comply with the:
  - a. General Provisions of 49 U.S.C. 5323, and
  - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
  - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
  - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
  - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
  - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other Federal Government sources,
  - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - g. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), it:
    - a. Has or will have the amount of funds required for the local share,
    - b. Will provide the local share funds from sources approved by FTA, and
    - c. Will provide the local share funds when needed,
  8. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
    - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
    - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
  9. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
    - a. Raising a fare, or
    - b. Implementing a major reduction of public transportation,
  10. Each fiscal year:
    - a. It will assure that at least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to its urbanized area must be expended for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
      - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
      - (2) Increased camera surveillance of an area in or adjacent to that system,
      - (3) Providing emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
      - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation system, or
    - b. The Designated Recipients in its urbanized area certify that such expenditures for transportation security Projects are not necessary (Information about the intentions of your Designated Recipients in your Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
  11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
    - a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to its urbanized area is spent for Associated Transit Improvements, as defined in 49 U.S.C. 5302(1),

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
    - (1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
    - (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and
  - c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. 5329(d).

### **B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.**

*You must select the Certification in Group 15.B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.*

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any elderly individual,
  - b. Any handicapped individual, as described in 49 CFR part 27,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
  - a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
  - c. “Buy America” under 49 U.S.C. 5323(j),
  - d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
  - f. “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
  - a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
  - b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
  - c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient’s performance,
  - d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
  - e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other Federal Government sources,
  - f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
  - g. Will make or has made the final Program of Projects available to the public,
8. It:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
10. It has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation,
11. Each fiscal year:
  - a. It will assure that at least one (1) percent of the 49 U.S.C. 5307 funding apportioned to its urbanized area must be spent for public transportation security

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or more), including:

- (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
  - (2) Increased camera surveillance of an area in or adjacent to that system,
  - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
  - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
- b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
12. If it serves an urbanized area with a population of at least 200,000 individuals:
- a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to its urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
  - b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
    - (1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
    - (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
  - c. The report of its or the Designated Recipients' Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **C. Passenger Ferry Grant Program.**

*If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (c)(1); therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
  - a. Legal capacity,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- b. Financial capacity, and
- c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307(h), it will comply with the:
  - a. General Provisions of 49 U.S.C. 5323, and
  - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. As required by 49 U.S.C. 5307(d), it:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
7. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
8. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
9. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **D. Job Access and Reverse Commute (JARC) Formula Grant Program.**

*If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.D apply to your Applicant, except as FTA determines otherwise in writing.*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. 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 in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(A), and
    - (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
  - b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
  - c. As required by former 49 U.S.C. 5316:
    - (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated, and
    - (2) That locally developed and coordinated plan was produced through a process that included:
      - (a) Representatives of public, private, and nonprofit transportation providers,
      - (b) Human service providers, and
      - (c) Participation by the public,
  - d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
  - e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
    - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
    - (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
  - f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and
2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - (1) The legal capacity,
  - (2) The financial capacity, and
  - (3) The technical capacity,
- b. It has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
- c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
- d. To the extent applicable, it will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5316 the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - (1) Any elderly individual,
  - (2) Any handicapped individual, as described in 49 CFR part 27,
  - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- e. When carrying out a procurement under former 49 U.S.C. 5316, it will comply with the following provisions as amended by MAP-21:
  - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - (2) The prohibition against exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
  - (3) "Buy America" under 49 U.S.C. 5323(j),
  - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m), and
  - (5) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
- f. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- g. It:
  - (1) Has or will have, and as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5316,
  - (2) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
  - (3) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds when needed,
- h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
- i. It has or will have, and will require each Subrecipient to have, a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation, and

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- j. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES/ NEW FREEDOM PROGRAMS.**

*The Certifications in Group 16 are required for funding under:*

- 16.A. *The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,*
- 16.B. *The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and*
- 16.C. *The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 16 that does not apply will not be enforced.*

#### **16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.**

*If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. Each of its Subrecipients is:
    - (1) A private nonprofit organization, or
    - (2) A State or local governmental authority that:
      - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,
  - b. It will comply with the following Project selection and planning requirements:
    - (1) The Projects it has selected or will select for funding appropriated or made available for 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated,
    - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
      - (a) Seniors,
      - (b) Individuals with disabilities,
      - (c) Representatives of public, private, and nonprofit transportation providers,
      - (d) Representatives of public, private, and nonprofit human services providers, and
      - (e) Other members of the public,
    - (3) The transportation Projects to assist in providing transportation services for seniors and individuals with disabilities are included in a Program of Projects,
    - (4) A Program of Projects in the preceding subsection 1.b(3) of this Group 16.A Certification is or will be submitted annually to FTA, and
    - (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
  - c. As required by 49 U.S.C. 5310(e)(2)(B), it certifies that if it allocates funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
  - d. It will transfer a facility or equipment financed with funding appropriated or made available for a grant under 49 U.S.C. 5310, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, only if:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (1) The recipient possessing the facility or equipment consents to the transfer, and
  - (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,
  - e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the funds on capital Projects to meet the special needs of seniors and disabled, and
  - f. The requirements of 49 U.S.C. 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, authorized by 49 U.S.C. 5310, and
2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications; therefore, as specified under 49 U.S.C. 5307(c)(1), it certifies that:
- a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
  - c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
  - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
    - (1) General Provisions of 49 U.S.C. 5323, and
    - (2) Third Party Contract Provisions of 49 U.S.C. 5325,
  - e. It has complied or will comply with, and will require each Subrecipient to comply with:
    - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
    - (2) The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304, and
  - f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.**

*If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*your Applicant, except as FTA determines otherwise in writing.*

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
  - a. Each of your State Applicant's Subrecipients is:
    - (1) A private nonprofit organization, if the public transportation service that would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
      - (a) Unavailable,
      - (b) Insufficient, or
      - (c) Inappropriate, or
    - (2) A State or local governmental authority that:
      - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that there are not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,
  - b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
    - (1) Locally developed, and
    - (2) Coordinated,
  - c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
    - (1) Elderly individuals,
    - (2) Individuals with disabilities,
    - (3) Representatives of public, private, and nonprofit transportation providers,
    - (4) Representatives of human services providers, and
    - (5) Other members of the public,
  - d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,
  - e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,
  - f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2),

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and

- g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,
2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1); therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
    - a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
      - (1) Legal capacity,
      - (2) Financial capacity, and
      - (3) Technical capacity,
    - b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
    - c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
    - d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
      - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
      - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
      - (3) "Buy America" under 49 U.S.C. 5323(j),
      - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
      - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
      - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
    - e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
    - f. Your State Applicant:
      - (1) Has or will have, and as necessary, will require each Subrecipient to have, the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
      - (2) Will provide, and as necessary will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
      - (3) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds when needed,
    - g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
    - h. To the extent applicable, your State Applicant will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 16.C. New Freedom Program.

*If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.*

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It will make awards of New Freedom funding on a competitive basis after conducting:
    - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or
    - (2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),
  - b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
  - c. It will comply with the following Project selection and planning requirements:
    - (1) The Projects it has selected or will select for funding appropriated or made available for 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 and 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,
  - d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
    - (1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and
    - (2) It will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded, and
  - e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and
2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310; therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - (1) Legal capacity,
  - (2) Financial capacity, and
  - (3) Technical capacity,
- b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
- c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
- d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
  - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
  - (3) "Buy America" under 49 U.S.C. 5323(j),
  - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
  - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
- e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- f. It:
  - (1) Has or will have, and as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),
  - (2) Will provide, and as necessary will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
  - (3) Will provide, and as necessary will require each Subrecipient to provide, the local share funds when needed,
- g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
- h. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.**

*The Certifications in Group 17 are required for funding under:*

- 17.A. *The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*Reservations Project financed with funding made available for 49 U.S.C. 5311(c)(1), as amended by MAP-21),*

- 17.B. *The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a "Tribal Transit" Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year),*
- 17.C. *The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and*
- 17.D. *The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.*

### **17.A. Formula Grants for Rural Areas Program.**

*If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Group 17.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- a. Legal capacity,
- b. Financial capacity, and
- c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b) within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b) with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Rural Areas Program are included in:
  - a. The Statewide Transportation Improvement Program, and
  - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
  - a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
  - a. The Recipient possessing the facility or equipment consents to the transfer, and
  - b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, and
9. Each fiscal year:
  - a. It 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 facilities,
    - (3) Joint-use facilities,
    - (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 will provide to FTA a Certification from the Governor of the State that:
    - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
    - (2) The State's intercity bus service needs are being met adequately.

### **17.B. Formula Grants for Other Than Urbanized Areas Program.**

*If your Applicant seeks FTA funding for its Project under the Formula Grants for Other*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

*Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b) within the State, including Indian reservations,
5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b) with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
  - a. The Statewide Transportation Improvement Program, and
  - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
  - a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
  - b. Will provide the local share funds sources approved by FTA, and
  - c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
  - a. The Recipient possessing the facility or equipment consents to the transfer, and
  - b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and
9. Each fiscal year:
  - a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding available for 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,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (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 will provide to FTA a Certification from the Chief Executive Officer of the State that:
- (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
  - (2) The State's intercity bus service needs are being met adequately.

### **17.C. Appalachian Development Public Transportation Assistance Program.**

*If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding for a highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves for such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

### **17.D. Over-the-Road Bus Accessibility Program.**

*If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.*

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the its Grant Agreement with FTA. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the Grant Agreement with FTA for its Project. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2015

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

are included in these FTA Certifications and Assurances for FY 2015. Each Applicant must submit Group 01 (“Required Certifications and Assurances for Each Applicant”). Each Applicant seeking more than \$100,000 in Federal funding must provide both Group 01, and Group 02, (“Lobbying”).

### **GROUP 18. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).**

*The Certifications in Group 18 are required for funding under:*

- *The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and*
- *The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).*

*Before FTA may provide funding for your Applicant’s Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 18 that does not apply will not be enforced.*

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
  - a. Have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- and Local Governments,” 49 CFR part 18, specifically 49 CFR 18.36, or
- b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
6. It will comply with Buy America under 49 U.S.C. 5323(j), and
  7. It will comply with the Certifications, Assurances, and Agreements in:
    - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
    - b. Group 05.B (Bus Testing),
    - c. Group 06 (Demand Responsive Service),
    - d. Group 07 (Intelligent Transportation Systems), and
    - e. Group 10 (Alcohol and Controlled Substances Testing).

### GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAMS

*The Certifications in Group 19 are required for funding under:*

- 19.A. *The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and*
- 19.B. *The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide funding for your Applicant’s Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 19 that does not apply will not be enforced.*

#### **19.A. Low or No Emission Vehicle Deployment.**

*If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.*

Section 5312(d)(5)(C)(i) of title 49, United States Code requires the following Certifications for Low or No Emission Vehicle Deployment Program funding

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

appropriated or made available for MAP-21; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under this Program, it will comply with the:
  - a. General Provisions of 49 U.S.C. 5323, and
  - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has:
  - a. Informed or will inform the public of the amounts of its funding available under this Program,
  - b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
  - c. Published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
  - d. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
  - e. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally-funded transportation services supported by other Federal Government sources,
  - f. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- g. Made or will make the final list of Projects available to the public,
7. It:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
8. It will comply with:
  - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - b. The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### **19.B. Clean Fuels Grant Program.**

*If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.*

Former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain the Project equipment and facilities adequately,
4. It 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 former 49 U.S.C. 5308:
  - a. Elderly individuals,
  - b. Individuals with disabilities,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

5. When carrying out a procurement under former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
  - a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
  - b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
  - c. "Buy America" under 49 U.S.C. 5323(j),
  - d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
  - e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
  - f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
  - a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds from sources approved by FTA, and
  - c. Will provide the local share funds when needed,
8. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304,
9. It has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

### GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

*Before FTA may provide funding for your Applicant's Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant's Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It will consult with the appropriate Federal land management agency during the planning process, and
  - b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications; therefore, as specified under former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
  - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
  - c. It will maintain the Project equipment and facilities adequately,
  - d. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
    - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
    - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
    - (3) "Buy America" under 49 U.S.C. 5323(j),
    - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
    - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
    - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
  - e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
  - f. It has complied or will comply with the requirements of former 49 U.S.C. 5307(c), and specifically, it:
    - (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the Projects it proposes to undertake,
    - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, Projects to be financed,
    - (3) Has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
  - (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
  - (6) Has made or will make the final list of Projects available to the public,
- g. It:
- (1) Has or will have the amount of funds required for the local share,
  - (2) Will provide the local share funds from sources approved by FTA, and
  - (3) Will provide the local share funds when needed,
- h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304, and
- i. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

*Before FTA may provide funding for your Applicant's Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications in Group 21 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
  - a. Legal capacity,
  - b. Financial capacity, and
  - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. When carrying out a procurement for its Project, it will comply with the:

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- a. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 CFR part 18,
  - b. General Provisions of 49 U.S.C. 5323, and
  - c. Third Party Contract Requirements of 49 U.S.C. 5325,
5. As required by 49 U.S.C. 5329(e)(6)(C), it:
- a. Has or will have the amount of funds required for the local share,
  - b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
    - (1) Any Federal funds,
    - (2) Any funds received from a public transportation agency, or
    - (3) Any revenues earned by a public transportation agency, and
  - c. Will provide the local share funds when needed,
6. It meets the applicable requirements of 49 CFR part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

### **GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.**

*Before FTA may provide funding for your Applicant's Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Assurance in Group 22 that does not apply will not be enforced.*

As required by 49 U.S.C. 5324(d), on behalf of your Applicant, you assure that it will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

### **GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.**

*Before FTA may provide funding for your Applicant's Project under the Expedited*

## **FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

*Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to any other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*To the extent that the Certification in Group 23 does not apply, it will not be enforced.*

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

### **GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.**

*The Certifications in Group 24 apply to the following programs:*

- 24.A. The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and*
- 24.B. The State Infrastructure Banks (SIB) Program, 23 U.S.C. 610, except as superseded by MAP-21 cross-cutting requirements that apply.*

*Before FTA may provide credit assistance under TIFIA for your Applicant's Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.*

*Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### **24.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.**

*If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. 5323(o), that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. 601 – 609.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
  - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
  - c. It will maintain its Project equipment and facilities adequately,
  - d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
    - (1) A senior,
    - (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
  - e. When carrying out a TIFIA-funded procurement, it will comply with:
    - (1) 49 U.S.C. 5323, and
    - (2) 49 U.S.C. 5325,
  - f. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
    - (1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
    - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
  - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
  - (5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally-funded transportation services supported by other Federal Government sources,
  - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - (7) Has made or will make the final Program of Projects available to the public,
- g. It:
- (1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,
  - (2) Will provide the local share funds from sources approved by FTA, and
  - (3) Will provide the local share funds when needed,
- h. It will comply with:
- (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- i. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation, and
- j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d),
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest and any other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
    - a. It is eligible to receive Federal funding for those expenses, and
    - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
  3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*),
  4. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 *et seq.*, and will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Project prior to obligation of funds, and
  5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d), when required.

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

### 24.B. State Infrastructure Banks (SIB) Program.

*If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in its SIB, the Certifications and Assurances in Group 24.B applies to your State and its Project, except as FTA determines otherwise in writing.*

On behalf of the State organization serving as your Applicant for funding for its SIB Program, you certify and assure that:

1. It will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
  - a. 23 U.S.C. 610, as amended by MAP-21,
  - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
  - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
  - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. It will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
  - a. It and FHWA, FRA, and FTA, or
  - b. It and FHWA and FTA,
3. It will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
  - a. 23 U.S.C. 610, as amended by MAP-21,
  - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
  - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
  - d. Federal guidance pertaining to the SIB Program,
  - e. The Cooperative Agreement establishing the State's SIB Program, or
  - f. The Grant Agreement with FTA,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),
5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
  - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those proposed Project(s):
    - (1) Legal capacity,
    - (2) Financial capacity, and
    - (3) Technical capacity,
  - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
  - c. It will maintain its Project equipment and facilities adequately,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
  - (1) A senior,
  - (2) An individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - (3) An individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
  - (4) An individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- e. When carrying out a procurement under a SIB-financed Project, it will comply with the:
  - (1) General Provisions of 49 U.S.C. 5323, and
  - (2) Third Party Contract Provisions of 49 U.S.C. 5325,
- f. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
  - (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
  - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
  - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
  - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
  - (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally-funded transportation services supported by other Federal Government sources,
  - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - (7) Has made or will make the final Program of Projects available to the public,
- g. It:
  - (1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
  - (2) Will provide the local share funds from sources approved by FTA, and
  - (3) Will provide the local share funds when needed,

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

- h. It will comply with the:
  - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
  - (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation, and
- j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d),
- 2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and any other financing costs incurred in connection with its Project unless:
  - a. It is eligible to receive Federal funding for those expenses, and
  - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and
- 3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.

**FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: \_\_\_\_\_

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. \_\_\_\_\_

OR

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

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Grant Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

## FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
**(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)**

### AFFIRMATION OF APPLICANT

Name of the Applicant: \_\_\_\_\_

Name and Relationship of the Authorized Representative: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Authorized Representative of Applicant

### AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

**ZERO TOLERANCE  
DRUG AND ALCOHOL TESTING POLICY  
Craven Area Rural Transit System (CARTS)  
Adopted as of March 7, 2016**

**A. PURPOSE**

- 1) The Craven Area Rural Transit System (CARTS) provides public transit and paratransit services for the residents of Craven, Jones, and Pamlico counties. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, CARTS declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of CARTS and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of CARTS will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. CARTS employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of CARTS. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Drivers License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

### **C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident, or
- c. One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Covered Employee Under Company Authority:* An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*Department of Transportation (DOT):* For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence

without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than

the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

*Non-negative test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL)
- (3) Maintaining a revenue service vehicle or equipment used in revenue service
- (4) Controlling the movement of a revenue service vehicle, or
- (5) Carrying a firearm for security purposes.

**Split Specimen Collection:** A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Substance Abuse Professional (SAP):** A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

**Substituted specimen:** A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

**Test Refusal:** The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete
- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form

- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process, or
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40, as amended.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion

training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a CARTS supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
    - c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion

alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under CARTS authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

#### **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) CARTS, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all CARTS employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

## **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the CARTS management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

## **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40, as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under CARTS authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with CARTS. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

## **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked

using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the CARTS Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts

that were beyond the control of the employee. CARTS will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however CARTS will seek reimbursement for the split sample test from the employee.

- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct CARTS to retest the employee under direct observation.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
  - a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
    - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to CARTS that there was not an adequate medical explanation for the result
    - ii. The MRO reports to CARTS that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed
    - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1))

- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen
- v. The temperature on the original specimen was out of range
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with
- vii. All follow-up-tests, or
- viii. All return-to-duty tests.

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

- 3) CARTS affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40, as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
  - b. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - c. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
  - d. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
  - e. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
  - f. If a pre-employment test is cancelled, CARTS will require the applicant to take and pass another pre-employment drug test.

- g. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- h. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- i. Applicants are required (even if ultimately not hired) to provide CARTS with signed written releases requesting FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. CARTS is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide CARTS proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All CARTS FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under CARTS's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty. All employees covered under the sole authority of CARTS will

also be subject to non-USDOT reasonable suspicion testing procedures modeled off the provisions in 49 CFR Part 40.

- 2) CARTS shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to CARTS.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. CARTS shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of CARTS. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.
- 2) NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles

incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.

- a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
- b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- f. In the rare event that CARTS is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), CARTS may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under company authority will be selected from a pool of non-DOT-covered employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week, and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under CARTS authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under CARTS's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

## **O. RETURN-TO-DUTY TESTING**

CARTS will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

## **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40, as amended. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

## **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination and referral to a SAP. A test refusal includes the following circumstances:
  - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - b. Fails to remain at the testing site until the testing process is complete
  - c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
  - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
  - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
  - f. Fails or declines to take a second test the employer or collector has directed you to take
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
  - h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
  - i. If the MRO reports that there is verified adulterated or substituted test result
  - j. Failure or refusal to sign Step 2 of the alcohol testing form
  - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or

- other device that could be used to interfere with the collection process
- l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process, or
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen.
- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer-approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement.
  - b. Failure to execute or remain compliant with the return-to-work agreement shall result in termination from CARTS employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of CARTS and will be performed using non-DOT testing forms.
  - c. Refusal to submit to a periodic, unannounced, follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
  - e. Periodic, unannounced, follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a

verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.

- f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with CARTS.
- g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## **S. PROPER APPLICATION OF THE POLICY**

CARTS is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the CARTS Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.

- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over CARTS or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Craven County Board of Commissioner on March 7, 2016.

---

George Liner, Chairman, Craven County Board of Commissioners

---

Date

## Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Director	Performs Dispatch or Driver Functions	FTA
Assistant Director	Performs Dispatch or Driver Functions	FTA
Accounting Tech III	Performs Dispatch or Driver Functions	FTA
Dispatcher	Performs Dispatch or Driver Functions	FTA
Office Assistant	Performs Dispatch or Driver Functions	FTA
Full Time Driver	Performs Driver Functions	FTA
Part Time Driver	Performs Driver Functions	FTA
Volunteer Drivers	Performs Driver Functions	FTA
Garage Supervisor	Performs Vehicle Maintenance	FTA
Mechanics	Performs Vehicle Maintenance	FTA

Safety-sensitive functions include any one who operates a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch (anyone who controls revenue vehicles' movements), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee who holds a Commercial Driver's License.

## **Attachment B Contacts**

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

### CARTS Drug and Alcohol Program Manager

Name: Kelly Walker  
Title: Transportation Director  
Address: 2822 Neuse Blvd., New Bern, NC 28562  
Telephone Number:

### Medical Review Officer

Name: Dr. Martin DeGraw, M.D.  
Title: M.D.  
Address: New Bern Family Practice Center  
Telephone Number: (252) 633-1678

### Substance Abuse Professional

Name:  
Title:  
Address: Port Human Services  
1309 Tatum Dr.  
New Bern, NC 28562  
Telephone Number: (252) 672-8742

### HHS Certified Laboratory Primary Specimen

Name: Quest Diagnostics  
Address: 1201 S. Collegeville Rd.; Collegeville, PA 19426  
Telephone Number: 1-800-877-7484



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

February 26, 2016

Mr. Eddie Games, Parks & Recreation Director  
County of Craven  
406 Craven Street  
New Bern, NC 28560

SUBJECT: Craven County  
Creekside Park Inclusive Playground Improvements  
Rivers File 2015189

Dear Mr. Games:

The project was formally advertised in accordance with North Carolina General Statute 143-129. Sealed bids were received and publicly opened and read at 2:00 PM on January 28, 2016 in the Commissioners Meeting Room of the Craven County Administration Building. Five bids were received. Primus Contracting, Inc. of Newport, North Carolina submitted the low base bid of \$917,989.00. Enclosed is a copy of the certified bid tabulation.

Subsequent to receipt of bids, review of information furnished by the low bidder indicated that he is qualified and capable of performing the project work.

According to information provided by you, all bids exceeded the funds allocated for construction. As such, Mr. Gene Hodges, Assistant County Manager, and you conducted a value engineering meeting with the low bidder on February 23, 2016 to determine if opportunities existed to negotiate a reduction of the project base bid cost without materially changing the scope of work.

As a result of the negotiation, the low bidder has provided the attached letter dated February 26, 2016 with its enclosures outlining eight proposed modifications resulting in a cost reduction of \$75,925.00. In our subsequent conversations, you confirmed to me that Craven County is receptive to these modifications and the associated reductions in cost. Having reviewed the proposed modifications, it does not appear that the scope of the project will materially change.

Therefore, we recommend that Craven County consider making award of the construction contract for Creekside Park Inclusive Playground Improvements to Primus Contracting, Inc., the lowest responsive bidder, in the amount of their submitted Base Bid less the negotiated reduction for a total negotiated contract amount of \$842,064.00.

Attached is a Notice of Award. Assuming award by the County Board of Commissioners at their March 7, 2016 meeting, please have three (3) copies of the Notice properly executed by the authorized individual. Please return all three executed copies to our office for incorporation into

P:\Muni\Craven - Creekside Park Playground - 2015189\ADMIN\G-Bids\Lt 022616 Games\_Award Recommendation

107 E. Second Street, Greenville, NC 27858 ■ PO Box 929, Greenville, NC 27835 ■ Phone: 252-752-4135 ■ Fax: 252-752-3974

Mr. Eddie Games  
February 26, 2016  
Page Two

authorized individual. Please return all three executed copies to our office for incorporation into the contract documents and presentation to the Contractor for his execution. Once fully executed documents including bonds and insurance certificates are received, we will forward the contract documents to you for proper review and full execution by Craven County. At about that same time, we will coordinate with you for holding the pre-construction conference with the County and Contractor.

We appreciate the opportunity to have worked with and assisted Craven County on this project and look forward to continuing the relationship on other endeavors.

Sincerely,



Marvin E. Garner, Jr., AICP  
Vice President

Enclosures (3)

1. Certified Bid Tabulation
2. Primus Contracting, Inc. 2/26/16 letter of negotiations with nine (9) sheets attached.
3. Notice of Award form

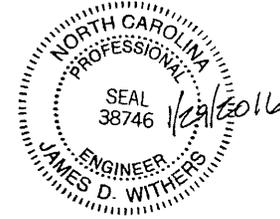
cc: Mr. Dan Withers, P.E., Rivers & Associates, Inc.  
Ms. Sharon Rhue, PLA, Rivers & Associates, Inc.  
File, w/encl.

**RIVERS AND ASSOCIATES, INC.  
 BID TABULATION SHEET**

**CERTIFICATION**

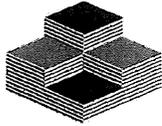
I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

*James D. Withers*



**OWNER:** Craven County  
**PROJECT:** Creekside Park Playground  
**LOCATION:** County Commissioners Meeting Room  
**BIDS OPENED:** Thursday, January 28, 2016 @ 2:00 PM

CONTRACTOR ADDRESS		Primus Contracting, Inc. 2896 Hwy. 24, Suite H Newport, NC 28570 72610 / 5%	A.R. Chesson Construction 315 W. Main Street Williamston, NC 27892 13540 / 5%	Thomas Simpson Construction P.O. Box 1850 Atlantic Beach, NC 28512 17758 / 5%	Charles W. Hughes Construction 4675 Ben Dail Road La Grange, NC 28551 74643 / \$1000	Dot Construction, Inc. 907-B Arendell Street Morehead City, NC 28557 48092 / 5%	
ITEM NO.	QTY. UNIT	DESCRIPTION	COST	COST	COST	COST	
<b>BASE BID ITEMS:</b>							
1.	1 LS	Mobilization and Bonding (not to exceed 3% of Bid)	\$27,000.00	\$15,272.00	\$20,000.00	\$31,290.00	\$31,350.00
2.	1 LS	Creekside Park Playground	\$885,989.00	\$963,728.00	\$1,010,492.00	\$1,011,758.00	\$1,045,036.50
3.	1 LS	Testing Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>TOTAL BASE BID</b>			<b>\$917,989.00</b>	<b>\$984,000.00</b>	<b>\$1,035,492.00</b>	<b>\$1,048,048.00</b>	<b>\$1,081,386.50 *</b>
<b>ADD ALTERNATE ITEMS:</b>							
1.	1 LS	Plants	\$25,644.00	\$34,900.00	\$30,471.00	\$23,680.00	\$29,200.93
2.	1 LS	Colored Concrete & Special Pavers at 3 Seating Nodes	\$10,042.00	\$4,900.00	\$1,718.00	\$7,155.00	\$11,572.44
3.	1 LS	Bonded Rubber instead of Poured-in-Place Play Surface	\$129,962.00	(\$5,000.00)	\$207,900.00	(\$3,500.00)	\$148,160.94
4.	1 LS	Colored Concrete, Special Pavers and Play Surfacing	\$39,075.00	\$28,300.00	\$9,109.00	\$11,070.00	\$45,029.16
5.	1 LS	"Cloud" Entry Signage and Seat Bench	\$26,539.00	\$56,000.00	\$22,032.00	\$95,000.00	\$37,222.93
6.	1 LS	Site Lighting	\$26,974.00	\$45,000.00	\$52,000.00	\$45,600.00	\$42,834.00
<b>TOTAL ADD ALTERNATES</b>			<b>\$258,236.00 *</b>	<b>\$164,100.00</b>	<b>\$323,230.00 *</b>	<b>\$179,005.00</b>	<b>\$314,020.40</b>
<b>TOTAL BASE BID PLUS ADD ALTERNATES</b>			<b>\$1,176,225.00 *</b>	<b>\$1,148,100.00</b>	<b>\$1,358,722.00 *</b>	<b>\$1,227,053.00</b>	<b>\$1,395,406.90 *</b>



**PRIMUS**  
CONTRACTING, INC.

2896 Hwy 24 Suite H  
Newport, NC 28570  
(252) 764-2438  
Fax (252) 764-2449

February 26, 2016

Mr. Dan Withers, P.E.  
Project Manager  
Rivers & Associates, Inc.  
107 East Second Street  
Greenville, NC 27858

Subj: VE Cost Saving Items, Craven Co. Creekside Park Playground

Primus Contracting would like to propose the following VE cost saving options:

1. Substitute Game Time's standard product specifications for all playground equipment with the exceptions of providing the Liberty Swing for the wheelchair compatible swing and providing the Freenotes Starter Ensemble for the music play area. The proposed Game Time list of products, a color rendering and the area plan with the proposed equipment layout is attached for your consideration. Please note the required composite wood deck is not show as it will be constructed by our forces as shown on the contract drawings. -\$10,000
2. Substitute Game Time Shade, Part # 3028 - 35 X 35 Peak 10' Hi 90/10 for the Gazebo -\$10,500
3. Substitute Game Time Shade, Part # 3413 - 10 X 10 Sgl Pyramid 8' 91/10 for each of the three perimeter Kite Shade Structures -\$15,925
4. Provide Engineered Wood Mulch in lieu of Rubber Mulch at Zip Line area. -\$10,000
5. Provide 4" Concrete Sidewalk in lieu of PIP at Zip Line Areas as shown -\$7,000.00
6. Reduce quantity of set Donor Pavers to 100, provide 4" Concrete Sidewalk as shown. -\$9,500.00
7. Reduce Area of 6" Concrete Pavement and 36" Concrete Valley Gutter as shown. -\$14,500.00
8. Add 3 Park Benches as discussed - allowance of \$500 each. \$1,500.00

Respectfully,

David Thompson, President  
Primus Contracting, Inc.  
2896 Hwy 24, Suite H  
Newport, NC 28570  
(252) 503-3159 : m  
(252) 764-2438 : o  
(252) 764-2449 : f  
[www.primuscontracting.com](http://www.primuscontracting.com)

ENCLOSURES



**PLAYGROUND EQUIPMENT SCHEDULE  
REQUIRED EQUIPMENT TO SUPPLIER PRODUCT CROSS REFERENCE CHART**

**\*\*\* School-Age through Pre-Teen Equipment \*\*\***

REQUIRED EQUIPMENT	SUPPLIER PRODUCT (List Product Manufacturer / Model #)
At least fifteen (15) unique play events	 Click Wheel (4839), Echo Chamber (4842), Rock N Raft (16464), Balnce Beam (36063), X-pod Step (36082), Climbing wall (80429), Ladder loop (81593), Cargo net wall (81697), Vine climber (90150), Crow's Nest w/ ThunderRing (90182), Overhead Ladder (90391), Rumble & Roll Zip Slide (90507), Little Foot Slide (90350), Wave Climber (90545), Zip Swerve Slide (90654), Dbl Wilder Slide II (90706), Frog Slide Puzzle (90713), Sun blossom (90798), Xcelerator (90798), Roller-slide (91243), Roller table (91242)
Double wide ramps between interconnected play events	 ADA Deck (16700), AD Slide transfer (16465), ADA transfer platform (16803), Wide access ramp link (90671), ADA wide ramp (90672), Wide Ramp Link (90681), Wide Ramp Link (90682)
Must incorporate a wide variety of activities including: climbing, spinning, balancing, etc.	 Item one includes items for climbing, balancing, spinning, sliding, braichiating, and swinging  Climbing (80429), Balancing (36063), Spinning (90798), Sliding (91243), Braichiating (81593), and Swinging (12583)
At least one (1) rolling slide	 Roller slide (91243)
At least one (1) roller table	 Roller table (91242)
A rocking "boat" with table and seating that will accommodate wheel chairs	 Rock N Raft (16464)

**\*\*\* Toddler through Pre-School Equipment \*\*\***

REQUIRED EQUIPMENT	SUPPLIER PRODUCT (List Product Manufacturer / Model #)
At least ten (10) unique play events	 Echo chamber (4842), Hypno Wheel (4847), Bubble climbing wall (36000), Ashiko & djembe (36007), Rock climbing wall (36008), Gizmo (36009), Worm hole (36011), Arched chain net link (36014), Pod rocker (36015), 2 way x pod step (36022), dbl link cross beam (36029), 3 way x pod step (36038), xscape zip slide (36041), Bongos (36064), Grip rail link (36068), Cruise rail (36070), whirlwind seat (6143), Color wheel (5131)
At least one (1) slide	 X-Scape Zip slide (36041)
The main structure should have a shade structure	 3 way x-pod with umbrella shade (36038)
At least one motion toy	 Pod rocker (36015), worm hole (36011), whirlwind seat (6143)
At least two (2) pre-school activities, separate from main structure	 Whirlwind seat (6143), Gadget frame (5125) w/ color wheel and steel drum gadgets

**\*\*\* Swings \*\*\***

REQUIRED EQUIPMENT	SUPPLIER PRODUCT (List Product Manufacturer / Model #)
Wheel chair compatible swing. Shall be (Liberty Swing) or equal	 Liberty Swing included
Four bays of standard swings including two (2) belts, one (1) accessible swing and one (1) infant swing	 ADA PT swing frame (12583), PT Add a bay (18827 qty 2), PT solo bay (5152)  Expression swing (5128), Zero G cseat (8552), Zero G seat (8555), Enclosed seat (8696 qty 2), Belt seat (8910 qty 2),
One (1) double-user swing	 Arch swing (5056)

**\*\*\* Sand Area \*\*\***

REQUIRED EQUIPMENT	SUPPLIER PRODUCT (List Product Manufacturer / Model #)
The sand area shall utilize the existing digger and shall	 Backhoe digger (6198)

add one (1) accessible digger.

---

\*\*\* Musical Play \*\*\*

---

**REQUIRED EQUIPMENT**

**SUPPLIER PRODUCT (List Product Manufacturer / Model #)**

The musical play area shall include at least three (3) separate accessible musical elements. Shall be Freenotes Harmony Park "Freenotes Starter Ensemble" or equal

⇒ Freenotes starter ensemble

---

\*\*\* Zip Line \*\*\*

---

**REQUIRED EQUIPMENT**

**SUPPLIER PRODUCT (List Product Manufacturer / Model #)**

A triple retractable zip line including one (1) line with a bucket seat and harness

⇒ Sky run zip track with zero g seat (90794), Sky run zip track add a track with zip seat (90797)

---

\*\*\* VE / Alternates\*\*\*

---

**REQUIRED EQUIPMENT**

**SUPPLIER PRODUCT (List Product Manufacturer / Model #)**

~~Bonded Rubber in lieu of Poured in Place Rubber~~

⇒ ~~Poured rubber surface - Sport Surface (see detail)~~

Credit to delete Gazebo

⇒

Large Shade Structure in lieu of Gazebo

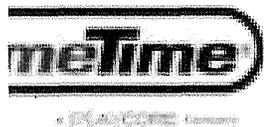
⇒ 35' x 35' 10' peak (3028)

Credit to delete the three (3) perimeter Shade Structures

⇒

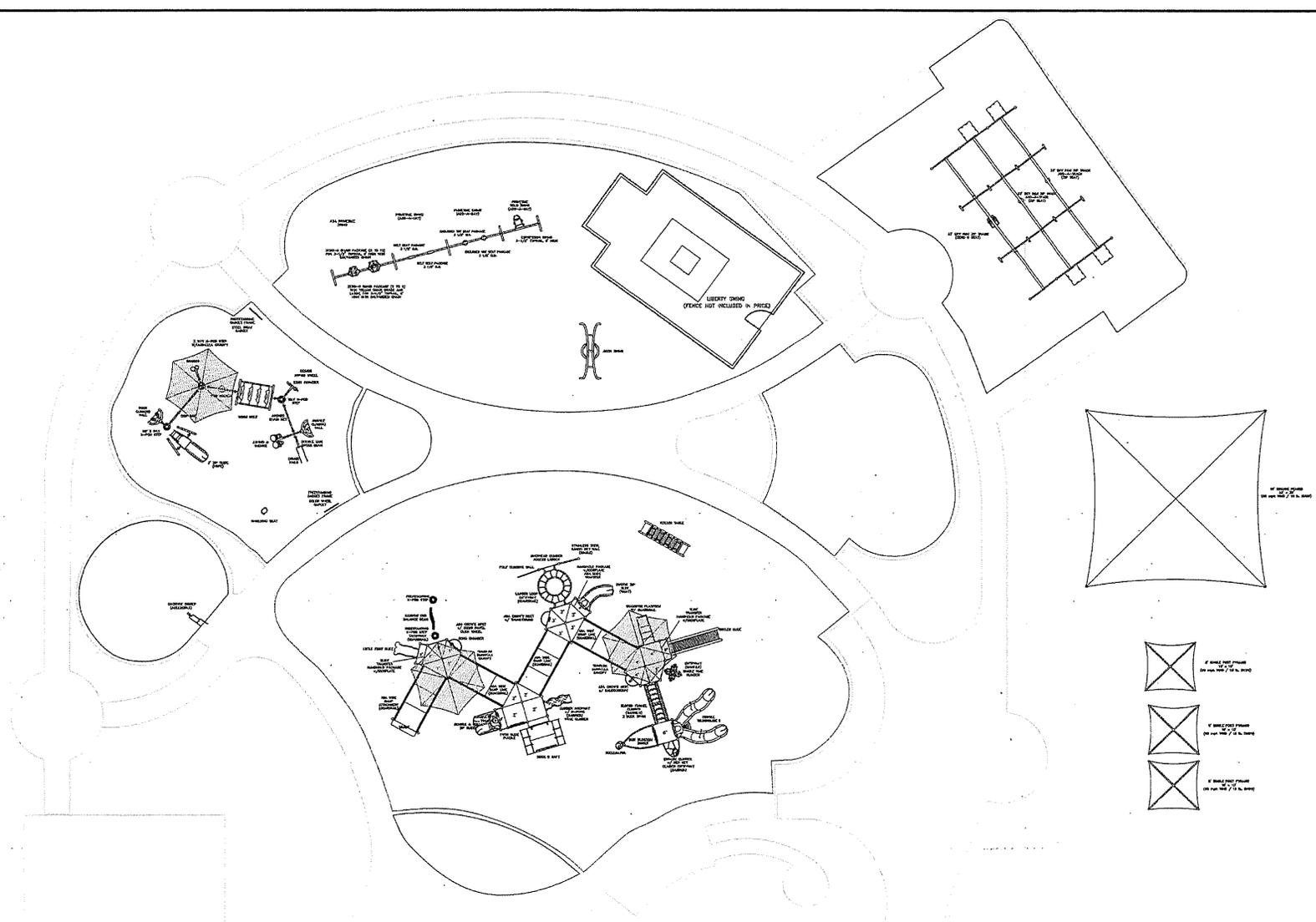
Alternate for three (3) perimeter Shade Structures

⇒ 10' x 10' Sngl pyramid shade 8' ht (3413 qty 3)



# Creekside Park Craven County, NC





150 PlayCore Drive SE  
 Fort Payne, AL 35967  
[www.gametime.com](http://www.gametime.com)

Primus Contracting  
 Creekside Park  
 Craven County, NC  
 Representative  
 Cunningham Recreation

This play equipment is recommended for children ages 2-12

Minimum Area Required:  
 Scale:  
 This drawing can be scaled only when in an 24" x 36" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z614

Drawn By:  
 Is  
 Date:  
 2-16-15  
 Drawing Name:  
 creekside\_craven co 2d

## Notice of Award

Date: March 7, 2016

---

Project: Creekside Park Playground

---

Owner: Craven County

Owner's Contract No.:

---

Contract: General Construction

Engineer's Project No.: 2015189

---

Bidder: Primus Contracting, Inc.

---

Bidder's Address:

---

2896 Hwy. 24, Suite H

---

Newport, NC 28570

---

You are notified that your Bid dated January 28, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Creekside Park Playground improvements based upon the **Base Bid submitted less negotiated cost reductions identified in a letter dated February 26, 2016 from Mr. David Thompson, President of Primus Contracting, Inc. to Mr. Dan Withers, PE, Project Manager of Rivers & Associates, Inc.**

**The negotiated** Contract Price of your Contract is eight hundred forty-two thousand sixty-four & 00/100 Dollars (\$842,064.00).

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. **Deliver with the executed Contract Documents Certificates of Insurance as required by General Conditions (Paragraph 5.03), and Supplementary Conditions (Paragraph SC-5.03).**
4. Other conditions precedent: N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

CRAVEN COUNTY

Owner

By:

---

Authorized Signature

---

Title

Copy to Engineer

**Accepted by:**

PRIMUS CONTRACTING, INC.

---

**Contractor**

---

**Authorized Signature**

---

**Title**

**RESOLUTION OF THE CRAVEN COUNTY BOARD OF  
COMMISSIONERS APPROVING CONVEYANCE OF REAL PROPERTY  
FOR ECONOMIC DEVELOPMENT PURPOSES**

WHEREAS, Craven County (hereinafter "County") has determined that County has historically suffered a degree of economic and fiscal distress which can be remedied in part by the expansion of industries currently located in County and the location of new industries in County; and,

WHEREAS, the unemployment rate of County is greater than the state and national unemployment rates, deficiencies which can be remedied in part by the expansion and location of industries in County; and,

WHEREAS, furthermore, the median average wage for all insured industries in County is \$30,416.00, as determined by the North Carolina Department of Commerce, Division of Employment Security; and,

WHEREAS, the expansion and location of industries in County will benefit County and its citizens by increasing and diversifying both the personal property and real property ad valorem tax bases which will increase tax revenue, and resulting ancillary economic activity will increase sales tax revenues, all of which will make available to County more funds with which to improve the general health, safety and welfare of County's citizens; by providing a greater number of jobs with higher salaries and better benefits than are now available to citizens of County; by stimulating secondary economic activity which is directly beneficial to County and its citizens, including residential real estate development and the expansion of existing services and businesses; by increasing and improving the infrastructure of County; by increasing the economic opportunity available to County's citizens and by improving the general technical training of County's workforce; and,

WHEREAS, BSH HOME APPLIANCES CORPORATION (hereinafter "BSH"), which provides facilities for the storage and distribution of home appliances products, intends to construct in County an addition to its existing facility consisting of a +/- 300,000 square foot addition ("Expanded Facility") to be constructed in 2016, for use and occupancy immediately upon completion, such facility expected to be valued at \$26,500,000.00; and,

WHEREAS, BSH expects to make investments in new equipment and machinery valued at \$600,000.00 for the Expanded Facility; and,

of the governing body of the city or of the county commissioners of the county, will increase the population, taxable property, agricultural industries and business prospects of any city or county. These appropriations may be funded by the levy of property taxes pursuant to G.S. 153A-149 and 160A-209 and by the allocation of other revenues whose use is not otherwise restricted by law.

Furthermore, N.C. Gen. Stat. § 158-7.1(d) also permits local governments, including County, to convey property held for industrial or commercial use after notice to the public, a public hearing and a determination of the probably hourly wage to be paid by the prospective industry; and,

WHEREAS, N.C. Gen. Stat. § 158-7.1(d2) allows County in arriving at the value of the consideration that it receives for the conveyance of property held for economic development purposes to consider prospective tax revenues coming to the County for 10 years after the conveyance provided that County determines that the conveyance will stimulate the local economy, promote business and result in the creation of a substantial number of jobs that pay at or above the median average wage in County and further provided that County contractually binds the grantee of the property to construct the improvements expected to generate said tax revenues within 5 years; and,

WHEREAS, County has determined that the probable hourly average wage to be paid by BSH to its employees to be employed at the Expanded Facility is \$20.01 for a weekly average wage of \$804.00, which is above County's median average wage for all insured industries of \$30,416.00, as determined by the North Carolina Department of Commerce, Division of Employment Security; and,

WHEREAS, based on BSH's construction of the Expanded Facility, County has determined that County's ad valorem tax revenue from the Expanded Facility (excluding the land value of Lot 18) will be approximately \$103,500.00 per year, for a total of \$1,035,000.00 over 10 years; and,

WHEREAS, Lot 18 has heretofore been owned for over 2 decades by County, thereby generating no ad valorem tax revenue for County, and upon transfer of Lot 18 to BSH, additional ad valorem tax revenue generated by Lot 18 will begin accruing to County; and,

counsel to County to accomplish the purposes of the Agreements, including but not limited to the transfer and conveyance to BSH of Lot 18.

4. That the Chairman, Clerk to the Board, Manager, Assistant Managers, Economic Developer and such other officers and agents of County are hereby authorized to execute any and all documents necessary in the opinion of counsel to County to effectuate any of the transactions contemplated herein.
5. That this RESOLUTION be entered in the official minutes of the Board of Commissioners of County and that the Clerk to the Board certify copies of this RESOLUTION as may be necessary in the opinion of counsel to County.

This the \_\_\_\_ day of March, 2016.

**CRAVEN COUNTY**

BY: \_\_\_\_\_,  
\_\_\_\_\_, CHAIRMAN

ATTEST:

\_\_\_\_\_  
GWENDOLYN BRYAN, CLERK

**AGREEMENT CONVEYING REAL PROPERTY  
FOR ECONOMIC DEVELOPMENT PURPOSES**

**THIS AGREEMENT CONVEYING REAL PROPERTY FOR ECONOMIC DEVELOPMENT PURPOSES** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **CRAVEN COUNTY** and **BSH HOME APPLIANCES CORPORATION**, and its assigns is as follows:

**WITNESSETH:**

**ARTICLE I**

**Definitions**

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in exact form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form, but without quotation marks. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

**1.1 "Agreement"** – means and refers to this Agreement Conveying Real Property for Economic Development Purposes.

**1.2 "Note"** – means and refers to that Promissory Note executed by BSH to County dated on or about even date herewith.

**1.3 "BSH"** – means and refers to BSH Home Appliances Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware authorized to conduct business in North Carolina.

**1.4 "Deed of Trust"** – means and refers to that Deed of Trust dated on or about even date herewith executed by BSH to Jimmie B. Hicks, Jr., Trustee for County encumbering Parcel 2 described in Section 1.11 hereof.

**1.5 "County"** – means and refers to Craven County, a body politic and corporate.

**1.6 "Real Estate Contract"** – means and refers to that certain Agreement for Purchase and Sale of Real Property between County and BSH.

1.7 “Effective Date” – means and refers to \_\_\_\_\_, 2016.

1.8 “Parties” – means and refers to County and BSH and its assigns collectively.

1.9 “Expansion” – means and refers to a +/- 300,000 square foot expansion of BSH’s existing Central Distribution Center, which Expansion is to be constructed in part on Parcel 2.

1.10 “Expanded Facility” – means and refers to BSH’s Central Distribution Center after the addition of +/- 300,000 square feet.

1.11 “Parcel 2” – means and refers to that certain real property more particularly described as follows: That certain tract or parcel of land located in Township No. 8, Craven County, North Carolina, containing +/- 23.11 acres and being designated as B/S/H Parcel No. 2 on a May 10, 2005, plat entitled “Boundary Survey B/S/H Home Appliances Logistics Site at Craven County Industrial Park,” by Robert M. Chiles, P.E., said plat being recorded in Plat Cabinet H, Slides 21G and 21H, in the Office of the Register of Deeds of Craven County, North Carolina.

## ARTICLE II

### Recitals

2.1 County has determined that County has historically suffered a degree of economic and fiscal distress which can be remedied in part by the expansion of industries currently located in County.

2.2 Citizens in County have an average wage level that is below average state wage levels, a deficiency which can be remedied in part by the expansion of industries currently located in County. County also suffers an unemployment rate higher than state and national unemployment rates.

2.3 The expansion and retention of industries located in County will benefit County and its citizens by increasing and diversifying both the personal property and real property ad valorem tax bases and thus tax revenue, which will make available to County more funds with which to improve the general health, safety and welfare of County’s citizens; by providing a greater number of jobs with higher salaries and better benefits than are now available to citizens of County; by stimulating secondary economic activity which is directly beneficial to County and its citizens, including residential real estate development and the expansion of existing services and businesses; by increasing and improving the infrastructure of County; by increasing the economic opportunity available to County’s citizens and by improving the general technical training of County’s

workforce.

**2.4** BSH intends to construct the Expansion in part on Parcel 2. The Expanded Facility is expected to be valued by the Craven County tax department at \$26,500,000. BSH is expected to make investments in equipment and machinery valued at approximately \$600,000 for the Expansion. BSH intends to hire 53 new employees as a result of the Expansion, each such employee on the average to be paid an expected weekly average wage of \$804 a rate above the average rate paid to other employees in County. The proposed investment and employment will aid tremendously in remedying the previously identified economic and fiscal distresses suffered by County and its residents.

**2.5** Pursuant to N.C. Gen. Stat. § 158-7.1, local governments, including County, are authorized:

[T]o make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in or near such city or in the county; encouraging the building of railroads or other purposes which, in the discretion of the governing body of the city or of the county commissioners of the county, will increase the population, taxable property, agricultural industries and business prospects of any city or county. These appropriations may be funded by the levy of property taxes pursuant to G.S. 153A-149 and 160A-209 and by the allocation of other revenues whose use is not otherwise restricted by law.

Furthermore, N.C. Gen. Stat. § 158-7.1(d) also permits local governments, including County, to convey property held for industrial or commercial use after notice to the public, a public hearing and a determination of the probable hourly wage to be paid by the prospective industry. Moreover, N.C. Gen. Stat. § 158-7.1(d2) allows County in arriving at the value of the consideration that it receives for the conveyance of property held for economic development purposes to consider prospective tax revenues coming to the County for 10 years after the conveyance provided that County determines that the conveyance will stimulate the local economy, promote business and result in the creation of a substantial number of jobs that pay at or above the median average wage in County and further provided that County contractually binds the grantee of the property to construct the improvements expected to generate said tax revenues within 5 years.

**2.6** In an effort to reward and encourage the investment by BSH, and similar

investments by other industries, County does desire to convey to BSH Parcel 2 at a purchase price less than the fair market value of Parcel 2. Moreover, County has determined that the agreements herein will necessarily result in an overall economic effect many times greater than the value of the agreements specified herein, that the proposed conveyance will stimulate the local economy, promote business and result in the creation of a substantial number of jobs that pay at or above the average wage in County.

2.7 County has determined that the probable average weekly wage to be paid by BSH to employees working at the Expanded Facility is \$804 and that the expected tax revenues to be received by County from the Expansion, excluding tax revenues on account of the value of the underlying real estate, will exceed the difference between the fair market value of Parcel 2 and the price to be paid by BSH for Parcel 2.

2.8 BSH has agreed that in the event for any reason it does not construct the Expansion that County may declare a default and foreclose upon Parcel 2, all pursuant to the Note and Deed of Trust.

2.9 Accordingly, County and BSH do hereby desire to execute this Agreement to memorialize the agreements and understandings of the Parties relative to the matters and transactions herein contemplated.

2.10 The Real Estate Contract provides that County will sell Parcel 2 to BSH for the amount of \$23,000. However, County is not willing sell Parcel 2 to BSH solely for that sum. Thus, BSH is executing the Note and Deed of Trust in the amount of \$437,000 as additional consideration for the conveyance and the execution of this Agreement.

### **ARTICLE III**

#### **Term of the Agreement**

The term of this Agreement shall be a period of time beginning on the Effective Date and ending March 30, 2017.

### **ARTICLE IV**

#### **Responsibilities of BSH**

As consideration for this Agreement, BSH agrees to:

4.1 Construct the Expansion, in part, on Parcel 2, and to obtain a final certificate of

occupancy for the Expansion on or before March 20, 2017, provided that such date shall be postponed on a day for day basis for any delay caused by any of the following (each a “Force Majeure Delay”): Acts of God, snow, hurricane, inclement weather, fire or other casualty; delays in or failure of delivery of any materials required; unforeseen and/or previously-unknown subsurface conditions; war; injunction; stop work order by any governmental authority; civil disobedience; State or Federal holiday; strike, work stoppage or other labor dispute affecting the performance of the Project or any other similar cause beyond BSH’s control.

**4.2** Execute, deliver and record the Note and Deed of Trust, on or before the Effective Date.

**4.3** Pay timely and before delinquency all ad valorem property taxes assessed by County as to BSH.

**4.4** Timely perform all its obligations under the Real Estate Contract.

**4.5** At all times act in accordance with a standard of good faith and fair dealing with County.

## **ARTICLE V**

### **Responsibilities of County**

As consideration for this Agreement, County agrees to:

**5.1** Timely perform its obligations under the Real Estate Contract.

**5.2** Prior to exercising its rights under the Note and Deed of Trust, and to the extent permitted by applicable law (including but not limited to N.C. Gen. Stat. § 158-7.1), County agrees to not act arbitrarily or capriciously but rather agrees to give BSH an opportunity to demonstrate its progress on the improvements herein contemplated or that any delays in the construction of the improvements herein contemplated were caused by Force Majeure Delays. County further agrees to fairly and in good faith examine all relevant factors in light of the purposes and intent behind state laws controlling this Agreement before making any decision to exercise its rights under the Note and Deed of Trust.

**5.3** Convey Parcel 2 subject to conditions and restrictions (a) set forth in the Real Estate Contract or (b) both agreed to by BSH and County, and customarily applied to properties located in the Craven County Industrial Park.

**5.4** Act in accordance with a standard of good faith and fair dealing with BSH.

5.5 Upon receiving notice of completion of construction by BSH and a copy of a temporary or permanent certificate of occupancy, (a) to mark and execute the Note and Deed of Trust as "paid and satisfied" and deliver the originals so marked and executed to BSH; (b) to execute and record a certificate of satisfaction for the Deed of Trust canceling it of record; and (c) to deliver to BSH a signed writing by County that BSH has satisfied its obligations as set forth in this Agreement.

## ARTICLE VI

### Termination

6.1 **Mutual Termination:** This Agreement may not be terminated by either party except as provided herein or by a written agreement signed by both parties.

6.2 **Insolvency of BSH:** County shall have the right, in its discretion, to declare the Agreement terminated, if work on the construction ceases for a material period of time and the construction completion deadline expires and (1) by the order of a court of competent jurisdiction, a receiver, liquidator, custodian or trustee of BSH, or of a major part of its property, shall be appointed and the order shall not have been discharged within sixty (60) days, or if, by decree of such a court, BSH shall be adjudicated insolvent or a major part of its property shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a petition to reorganize BSH pursuant to the Federal Bankruptcy Code or any other similar statute applicable to BSH, as now or hereinafter in effect, shall be filed against BSH and such petition shall not be dismissed within sixty (60) days after such filing, or BSH shall be adjudicated bankrupt or shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law; or (2) BSH shall make an assignment for the benefit of its creditors, shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

6.3 **Default:** If the Real Estate Contract is terminated before Closing for any reason, County may terminate this Agreement as a result of such termination upon a 30 day written notification to BSH.

## ARTICLE VII

### **Indemnity and Representations**

7.1 BSH shall indemnify County against all monetary expenses, liabilities and claims of every kind, including reasonable attorneys' fees, incurred in favor of any person or entity arising out of either a failure by the BSH to perform any of the terms or conditions of this Agreement, or failure by BSH to comply with any law of any governmental authority which may arise in the course of the performance of this Agreement. County shall indemnify BSH against all monetary expenses, liabilities and claims of every kind, including reasonable attorneys' fees, incurred in favor of any person or entity arising out of either a failure by the County to perform any of the terms or conditions of this Agreement, or failure by County to comply with any law of any governmental authority which may arise in the course of the performance of this Agreement.

7.2 BSH and County represent and warrant that they have the legal right and authority to enter into this agreement and to perform their respective obligations hereunder.

## ARTICLE VIII

### **Miscellaneous**

8.1 **Amendment**: This Agreement may not be modified or amended except by subsequent written agreement authorized by each party and signed by authorized representatives of both parties.

8.2 **Severability**: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, and if the material expectations of the benefit of this Agreement to both Parties nevertheless may be achieved notwithstanding such action, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision.

8.3 **Entire Agreement**: This document, together with the Real Estate Contract, the Note and the Deed of Trust contain the entire agreement between the Parties, and no statement, oral or written, made by either party or agent of either party that is not contained either in this Agreement or those documents shall be valid or binding.

8.4 **Remedies**: This Agreement shall be enforceable by the Parties hereto by all remedies available at law or in equity, including but not limited to specific performance, provided,

however, that County may not require BSH by legal or equitable action to construct or complete the construction of the Improvements or to employ the number of people projected. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

**8.5 Covenant of Further Assurances:** County and BSH agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement and that each shall have an ongoing duty of good faith and fair dealing with the other..

**8.6 Assignment:** No assignment (in whole or in part), delegation, transfer, or novation of this Agreement or any part thereof shall be made unless approved by both County and BSH. It is provided, however, that BSH may assign its rights and obligations in this Agreement to a party, if done in connection with the transfer of substantially all of the assets of BSH located in Craven County, North Carolina.

**8.7 Multiple Originals:** This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

**8.8 Governing Law:** This Agreement shall be governed in accordance with the laws of the State of North Carolina and, as applicable, the laws of the United States of America.

**8.9 Confidentiality:** The Parties agree that the terms and conditions of this Agreement shall be held in the strictest of confidence and shall not, except with the prior approval of the other Party (not to be unreasonably withheld), in any manner be shared with or disseminated to parties who are not Parties to this Agreement, except the Parties may share the terms and conditions with their advisors, for enforcement and defense of rights and duties hereunder, and as required by law, including specifically but not limited to Chapter 132 of the General Statutes of North Carolina.

**8.10 Limitations of Liability:** Neither Party shall be liable for consequential, incidental, indirect, punitive or special damages, however caused including without limitation for breach of warranty, breach or repudiation of contract, detrimental reliance, tort, strict liability, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. There are no third party beneficiaries of the obligations of the parties to this Agreement.

**8.11 Representations and Warranties:** Except as specifically agreed to herein, neither

part makes any representations or warranties in relation to the subject matter of this Agreement.

**8.12 Notice and Right to Cure:** In the event of a breach by either County or BSH in their respective obligations as set forth in this Agreement, the other party may not declare a breach unless it has given to the breaching party, in writing, a notice specifying the breach and unless the breaching party does not cure the breach within 30 days after the receipt of such notice. In the event the cure of the breach is an emergency, for example, the failure to pay insurance premiums, the notice period shall be 5 days and Beneficiary after such 5 day period may pay any premiums due; however, in such event, the breaching party nevertheless may cure the breach after the 5 day period by paying all sums advanced by Beneficiary, together with the costs and expenses of Beneficiary in making such advances.

## ARTICLE IX

### Notices

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid return receipt requested, to the parties at the addresses listed below or later specified in writing; or (c) sent, shipping prepaid, return receipt requested, by a national courier service, to the parties occupying the positions indicated at the addresses listed below.

<b>County:</b>	Craven County Board of Commissioners c/o County Manager 406 Craven Street New Bern, NC 28560
<b>With copies to:</b>	Craven County Economic Development Director 406 Craven Street New Bern, NC 28560  Sumrell Sugg, Attorneys Attn: Jimmie B. Hicks, Jr. or Arey W. Grady, III Post Office Drawer 889 New Bern, NC 28563-0889
<b>BSH:</b>	BSH Home Appliances 1901 Main Street, Suite 600 Irvine, CA 92614 Attn: Timothy C. Harvey, Esq.

Phone: (949) 724-3597  
Email: [Tim.Harvey@bshg.com](mailto:Tim.Harvey@bshg.com)

**With a copies to:**

Ward and Smith, P.A.  
1001 College Court  
New Bern, NC 28562  
Attn: C. H. Pope, Esq. or Clifford P. Parson, Esq.  
Phone: (252) 672-5400  
Email: [chp@wardandsmith.com](mailto:chp@wardandsmith.com)  
[cpp@wardandsmith.com](mailto:cpp@wardandsmith.com)

**IN WITNESS HEREOF**, the parties hereto, intending to be bound, have executed this Agreement in duplicate originals the day and year first above written.

**CRAVEN COUNTY**

BY: \_\_\_\_\_  
\_\_\_\_\_, CHAIRMAN

**ATTEST:**

\_\_\_\_\_  
GWENDOLYN BRYAN, CLERK

**BSH HOME APPLIANCES CORPORATION**

BY: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

**EXHIBIT A**  
**[Note and Deed of Trust]**

part makes any representations or warranties in relation to the subject matter of this Agreement.

**8.12 Notice and Right to Cure:** In the event of a breach by either County or BSH in their respective obligations as set forth in this Agreement, the other party may not declare a breach unless it has given to the breaching party, in writing, a notice specifying the breach and unless the breaching party does not cure the breach within 30 days after the receipt of such notice. In the event the cure of the breach is an emergency, for example, the failure to pay insurance premiums, the notice period shall be 5 days and Beneficiary after such 5 day period may pay any premiums due; however, in such event, the breaching party nevertheless may cure the breach after the 5 day period by paying all sums advanced by Beneficiary, together with the costs and expenses of Beneficiary in making such advances.

## ARTICLE IX

### Notices

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid return receipt requested, to the parties at the addresses listed below or later specified in writing; or (c) sent, shipping prepaid, return receipt requested, by a national courier service, to the parties occupying the positions indicated at the addresses listed below.

**County:** Craven County Board of Commissioners  
c/o County Manager  
406 Craven Street  
New Bern, NC 28560

**With copies to:** Craven County Economic Development Director  
406 Craven Street  
New Bern, NC 28560

Sunrell Sugg, Attorneys  
Attn: Jimmie B. Hicks, Jr. or Arey W. Grady, III  
Post Office Drawer 889  
New Bern, NC 28563-0889

**BSH:** BSH Home Appliances  
1901 Main Street, Suite 600  
Irvine, CA 92614  
Attn: Timothy C. Harvey, Esq.

Phone: (949) 724-3597  
Email: [Tim.Harvey@bshg.com](mailto:Tim.Harvey@bshg.com)

**With a copies to:**

Ward and Smith, P.A.  
1001 College Court  
New Bern, NC 28562  
Attn: C. H. Pope, Esq. or Clifford P. Parson, Esq.  
Phone: (252) 672-5400  
Email: [chp@wardandsmith.com](mailto:chp@wardandsmith.com)  
[cpp@wardandsmith.com](mailto:cpp@wardandsmith.com)

**IN WITNESS HEREOF**, the parties hereto, intending to be bound, have executed this Agreement in duplicate originals the day and year first above written.

**CRAVEN COUNTY**

BY: \_\_\_\_\_  
\_\_\_\_\_, CHAIRMAN

**ATTEST:**

\_\_\_\_\_  
GWENDOLYN BRYAN, CLERK

**BSH HOME APPLIANCES CORPORATION**

BY: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

**EXHIBIT A**  
**[Note and Deed of Trust]**



131,771.61	Cost of \$750 bonus pay and fica for locally paid staff members
125,429.40	Cost of 51 local teacher raises with fica and retirement
15,066.00	Cost of health insurance increase \$93 x 162 local paid employees
<u>10,260.00</u>	Cost of locally paid AP raises with fica and retirement
282,527.01	Total Local Budget request for salary and benefit increases





This ordinance is hereby approved for the following expenditure amounts of the CDGB FY 12 Water & Sewer Infrastructure Project.

Expenditures:

Sewer Improvements	\$	533,998.00
Water Improvements	\$	155,270.00
Administration	\$	38,091.00
<b>TOTAL</b>	<b>\$</b>	<b>727,359.00</b>

The following revenues were received for the CDGB FY 12 Water & Sewer Infrastructure Project.

Revenues:

CDBG Grant	\$	727,359.00
<b>TOTAL</b>	<b>\$</b>	<b>727,359.00</b>

This ordinance is hereby approved this 7th day of March, 2016.

---

George S. Liner, Chairman  
Craven County Board of Commissioners

Attest:

---

Gwendolyn M Bryan, Clerk to the Board  
Craven County Board of Commissioners

# Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:

Craven Aging Planning Board

Name: LYDIA R. BROWN Home Phone: 252-447-1320  
Home Address: 225 SNEAD ROAD  
NEW BERN, NC 28560  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Township: \_\_\_\_\_ City Limits:  Yes  No  
Occupation: RETIRED Business Phone: \_\_\_\_\_  
Place of Employment: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-Mail Address: CURTIS\_LYDIA@yahoo.com  
(Please indicate your preferred contact number.)

Education

2 YRS COLLEGE

Business and Civic Experience

CARTS ADVOCATE ; MEMBER HAYLOCK SR CENTER ADVISORY Bd

Areas of Expertise, Interest, Skills

BILLING, ACCOUNTING, BUDGETING, BOWLING, FISHING, DANCE

Why do you want to serve?

TO ENSURE THAT THE HAYLOCK SR CENTER IS REPRESENTED AND GETS A FAIR SHARE OF THE FUNDS ALLOCATED

Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve

Craven County CARTS  
HAYLOCK SR CENTER

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: 3/1/2016 Signature: Lydia R Brown

Please be advised that this form is a public record, and must be made available to the public upon request. The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail ([gbryan@cravencountync.gov](mailto:gbryan@cravencountync.gov)) or fax: (252-637-0526.

*This form will remain active until two years after date received.*

# Town of River Bend

## Legend

 Town Limits

 Parcels

### ZONING

 AG

 BD

 ID

 PDR-MF

 PDR-SF

 R-15

 R-20

 R-20A

 WATER

 WP

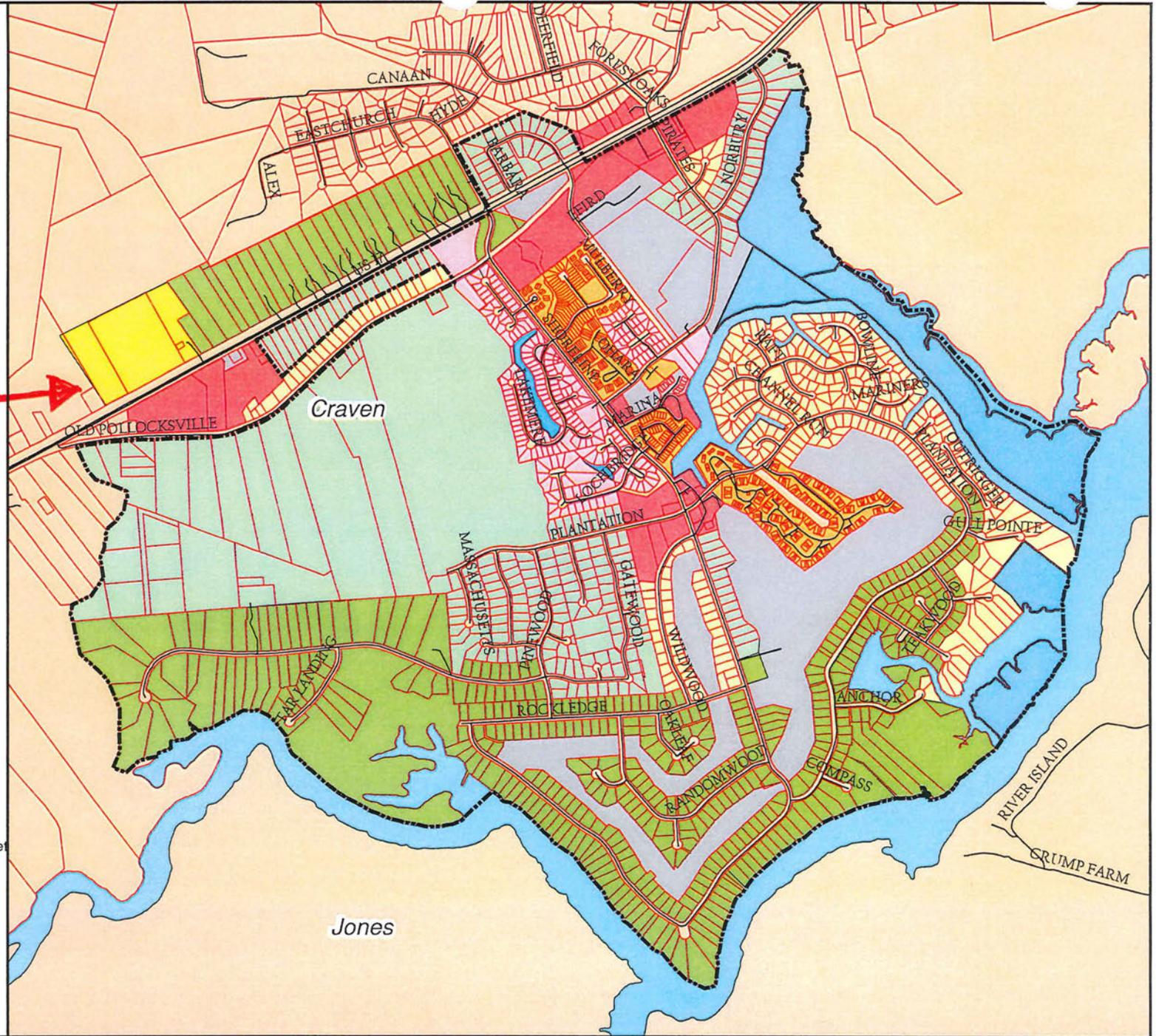
1 inch = 1,622.96 feet

0 310 620 1,240 1,860 2,480 Feet



**ecc**

Map prepared by ECC GIS Staff December 2003



Attachment #8.B.

## Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:  
New Bern Farmer's Market

Name:	Rebecca Moorer		Home Phone:	850-712-1615 *preferred
Home Address:	616 New Street			
City:	New Bern		Zip Code:	28560
Township:			City Limits:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation:	Small Business Center, Director/Counselor		Business Phone:	252-638-1166
Place of Employment:	Craven Community College		Fax Number:	
E-Mail Address:	moorerr@cravencc.edu			

(Please indicate your preferred contact number.)

### Education

Pensacola State College  
University of West Florida - Pre-Law

### Business and Civic Experience

SCORE counselor, NCREAL (Rural Entrepreneurship through Action Learning) Facilitator, TECCC grant administrator  
Craven County 2015: started 20 new businesses, created 70+ jobs, secured \$462,500 in capital

### Areas of Expertise, Interest, Skills

Entrepreneurship, economic development, capital formation, small business financing, agripreneurship, infrastructure, tourism, marketing

### Why do you want to serve?

For the opportunity to channel innovative ideas for growth and productivity, gain valuable networks and relationships, serve my community by working together on issues they care about

Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve  
Coastal Womens Forum 2016-2017

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: 01/12/2016

Signature: 

**Please be advised that this form is a public record, and must be made available to the public upon request.**  
The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail ([cbryan@cravencountync.gov](mailto:cbryan@cravencountync.gov)) or fax: (252-637-0526.

*This form will remain active until two years after date received.*

NORTH CAROLINA

OFFER TO PURCHASE AND CONTRACT

CRAVEN COUNTY

JERRY JONES, as Buyer, hereby offers to purchase and CRAVEN COUNTY, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in Township 1, Craven County, North Carolina, being known as and more particularly described as:  
Street Address: n/a  
Subdivision Name: n/a  
Tax Parcel ID No.: 1-044-156  
Plat Reference: n/a

Being all of that property more particularly described in Deed Book 2190, Page 856 in the Craven County Registry.

2. **PURCHASE PRICE:** The purchase price is \$ 100,000 and shall be paid as follows:

(a) **\$500.00 EARNEST MONEY DEPOSIT** with this offer by bank check or certified check to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

(b) \$ 52,000 BALANCE of the purchase price in cash or readily available funds at Closing.

3. **CONDITIONS:**

(a) This contract is not subject to Buyer obtaining financing.

(b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(c) The Property is being sold subject to all liens and encumbrances of record, if any.

(d) Other than as provided herein, the Property is being conveyed "as is".

(e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith.

(f) Title shall be delivered at Closing by QUITCLAIM DEED

4. **SPECIAL ASSESSMENTS:** Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. **PAYMENT OF TAXES:** Any Ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. **EXPENSES:** Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, its legal fees, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. **EVIDENCE OF TITLE:** Not Applicable.

8. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before thirty (30) days after final approval by the Craven County Board of Commissioners. The deed is to be made to: JERRY JONES, or assign(s).

**CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.**

9. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing.

10. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:**

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is". Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.**

11. **RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials J Seller Initials J

13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).

15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

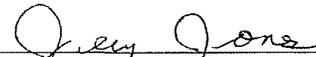
17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

SELLER

CRAVEN COUNTY

 (SEAL)

Name: JERRY JONES

Date: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 670 Weyerhaeuser Road  
Vanceboro, NC 28586

Phone No. 252-514-1762

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

0067241 11-24  
Office AU # 1210(8)

**PERSONAL MONEY ORDER**

6724101038

Remitter: **WILLIE JERRY JONES**  
Operator I.D.: **nc002103**

**February 04, 2016**

PAY TO THE ORDER OF **\*\*\*CRAVEN COUNTY \*\*\***

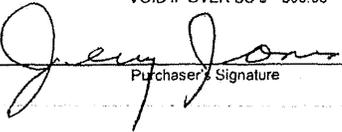
**\*\*\*Five hundred dollars and no cents\*\*\***

**\*\*\$500.00\*\***

Payee Address:  
Memo:

**WELLS FARGO BANK, N.A.**  
401 S FRONT ST  
NEW BERN, NC 28560  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 500.00

  
Purchaser's Signature



## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/1/2016 9:52:25 AM

**Parcel ID :** 1-044 -156  
**Owner :** CRAVEN COUNTY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :**  
**Description :** MAUL SWAMP  
**Lot Description :**



---

**Assessed Acreage :** 0.200      **Calculated Acreage :** 0.270  
**Deed Reference :** 2190-0856      **Recorded Date :** 5 28 2004

**Recorded Survey :**

**Estate Number :**

**Land Value :** \$13,500      **Tax Exempt :** Yes

**Improvement Value :** \$0      **# of Improvements :** 0

**Total Value :** \$13,500

**City Name :**      **Fire tax District :** TOWNSHIP 1

**Drainage District :**      **Special District :**

**Land use :** RES - PERSONAL PROP MFG HOME

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
5/28/2004	SMITH, BRENDA JOYCE	CRAVEN COUNTY	STRAIGHT TRANSFER	\$0

### List of Improvements to Site

No improvements listed for this parcel

Craven NC - Document Stamp  
Becky Thompson, Register of Deeds  
Date 05/28/2004 Time 15:41:12 1 of 2 Pgs  
No: 2004-00101152  
Book 2190 Page 856  
Fee Amt : 17.00  
Excise Tax: 3.00

Revenue Stamps \$3.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

This deed, made this 24th day of May, 2004, by MARK D. BARDILL, Commissioner, to County of Craven, North Carolina.

Law No: 9999-00204290

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Carolina Model Home Corporation, et al, File No. 03-CVD-1149; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 7th day of May, 2004, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven became the last and highest bidder for said land for the sum of \$1,469.12; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$1,469.12, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number One Township, Craven County, North Carolina, and described as follows:

Parcel ID# 1 044 156

FIRST PARCEL

That certain lot, tract or parcel of land lying and being in No. 1 Township, Craven County, N.C., and in the Mauls Swamp Community, bounded on the east and south by Joe J. Dawson, on the west by a ditch in Pitch Hole Branch, Beginning at a stake which stands S 16 E. 157.50 feet from a point on top of the south end of a 36 inch pipe culbert across N.C. Highway No. 1638; thence S. 21 E. 80.00 feet to a stake; thence S. 69 W. 176.00 feet to a stake on the ditch in Pitch Hole Branch; thence with said ditch N. 22-32

E. 110.32 feet to a stake; thence N. 69 E. 100.00 feet to the beginning, containing 11038.26 square feet, more or less, and being part of Tract No. 2 of the deed recorded in Book 2190 Page 857, Craven County Registry.

Date: 05/26/2004 Time: 15:41:12 2 of 2 Pgs  
No: 2004-0010152

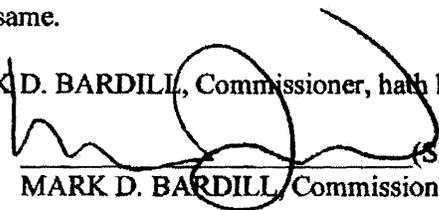
Book 2190 Page 857

**SECOND PARCEL**

An easement for the purposes of ingress and egress over, upon, and across a strip of land for a road to the First Parcel described as follows: Beginning at a point in the South margin of N.C. Highway No. 1638; thence running with a line 10 feet west of and parallel to the west side of the ditch in Pitch Hole Branch, a southerly direction 190 feet.

To have and to hold the aforesaid tract of land, to the said County of Craven, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

  
(SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, MITZI R. ROUSE of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

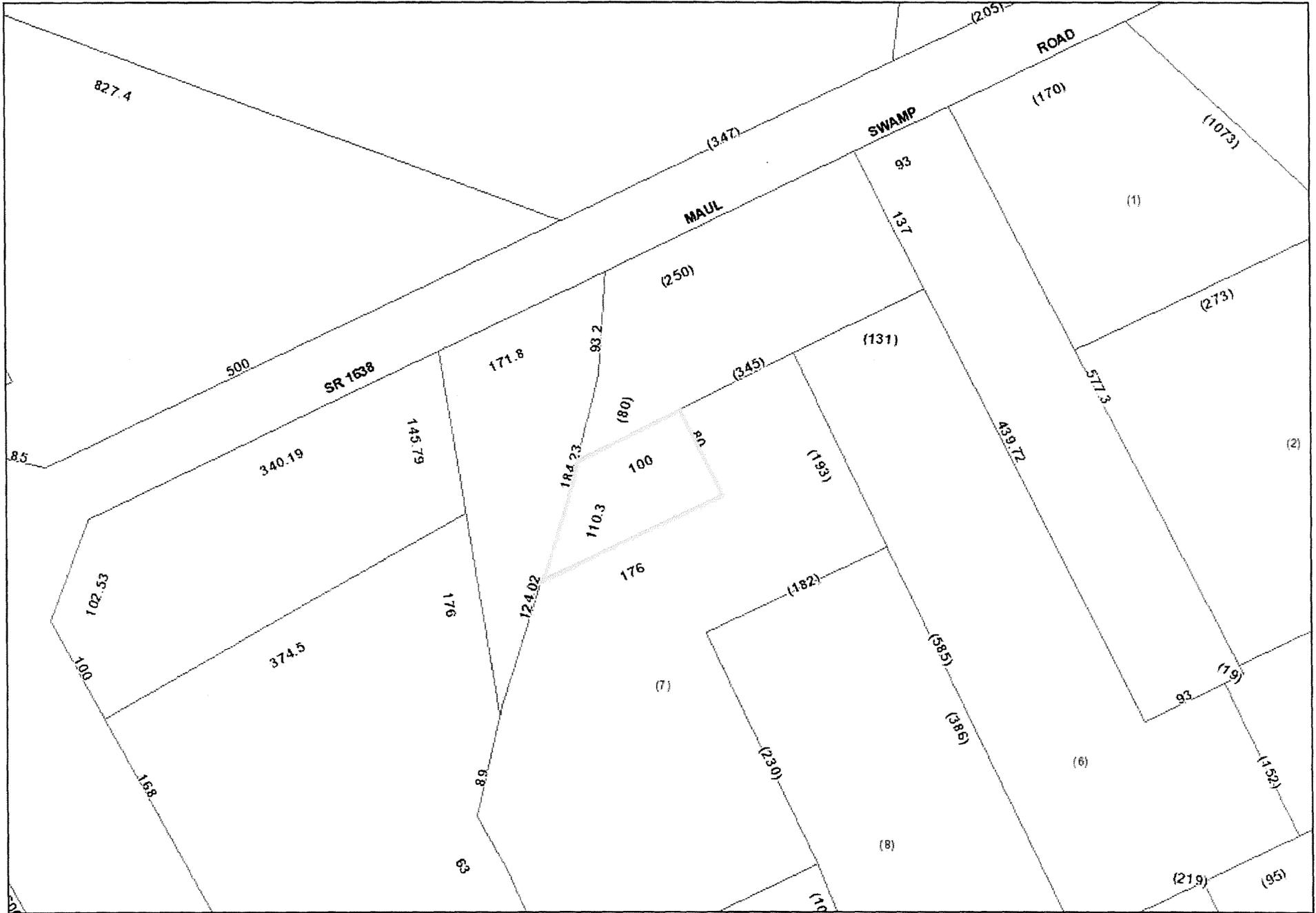
Witness my hand and official seal this the 24 day of May, 2004.

Mitzi R. Rouse  
Notary Public

My commission expires: 02/12/2007



State of North Carolina, Craven County  
The foregoing Certificate(s) is/are  
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in book 2190 Page 857  
This 26 day of May A.D. 2004 at 4:41 o'clock  
[Signature] Register of Deeds [Signature] Asst. Deputy Register of Deeds



# Craven GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes.



1 inch = 111 feet



**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as Tax Parcel Number 1-044-156, and more particularly described in Deed Book 2190 at Page 856 in the Craven County Registry (hereinafter the "Real Property"), a copy of said offer is attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to the provisions of North Carolina General Statute §160A-269.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY:

1. That the Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.

2. That the County Manager, Clerk and/or Attorney are authorized to take all actions necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 7<sup>TH</sup> DAY OF MARCH, 2016.

(County Seal)

\_\_\_\_\_  
GEORGE LINER, Chairman

\_\_\_\_\_  
GWENDOLYN BRYAN,  
Clerk to the Board

**RESOLUTION**  
**1129 G Street, New Bern (Tax Parcel Number 8-006-034)**  
**Conveyance of Interests to City of New Bern**

THAT WHEREAS, Craven County (the “County”) acquired an interest in that certain property more commonly referred to as 1129 G Street, New Bern, North Carolina, and further identified as Tax Parcel Number 8-006-034 (the “Real Property”); and

WHEREAS, the County acquired a 41.15% interest in the Real Property, and the City of New Bern (the “City”) acquired a 58.85% through a tax foreclosure, as evidenced by that certain Commissioner’s Deed recorded in Deed Book 3399 at Page 154 in the Craven County Registry; and,

WHEREAS, the City intends to demolish the improvements at the Real Property, which are dilapidated, in accordance with its duly enacted ordinances; and,

WHEREAS, the City has offered to share the costs of such demolition with the County in proportion to the parties’ respective ownership interests, or to undertake all costs related to the same in exchange for the County conveying its interest in the Real Property to the City; and,

WHEREAS, the Board of Commissioners is authorized to convey the County’s interest in the Real Property to the City, “upon such terms and conditions as it deems wise, with or without consideration”, pursuant to North Carolina General Statute §160A-274; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to convey its interest in the Real Property to the City by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY:

Section 1. That the Real Property be conveyed to the City, by quitclaim deed, without cash consideration but with the express consideration and requirement that all costs of demolition of improvements at the Real Property shall be the sole responsibility of the City.

Section 2. That the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 7<sup>th</sup> DAY OF MARCH, 2016.

---

GEORGE LINER, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

9\\SERVER04\lssdocs\00000033\00067633.000.DOCX

Image ID: 00002508778 Type: CRP  
Recorded: 11/19/2015 at 12:33:51 PM  
Fee Amt: \$41.00 Page 1 of 4  
Revenue Tax: \$15.00  
Workflow# 0000145183-0001  
Craven, NC  
Sherril B. Richard Register of Deeds  
BK 3399 PG 154

Workflow No. 0000145183-0001

NORTH CAROLINA  
CRAVEN COUNTY

COMMISSIONER'S DEED

Revenue Stamps: \$15.00  
Parcel # 8-006-034

THIS COMMISSIONER'S DEED, made and executed this 19<sup>th</sup> day of November, 2015, by and between **DAVID B. BAXTER, JR., Commissioner**, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Ronald Willis, *et al.* (File No. 14 CVD 1171), Grantor, to Craven County and the City of New Bern, whose mailing addresses are 406 Craven Street, New Bern, North Carolina 28560 and 300 Pollock Street, New Bern, North Carolina 28560, respectively, collectively as Grantee.

WITNESSETH:

WHEREAS, said David B. Baxter, Jr., Commissioner, being empowered and directed by a judgment in the said action, did, on the 28<sup>th</sup> day of October, 2015, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and the City of New Bern became the last and highest bidder(s) for said land at the public sale for the sum of **\$7,261.10**; and,

WHEREAS, on the 28<sup>th</sup> day of October, 2015, David B. Baxter, Jr., Commissioner, reported to the Court that Craven County and the City of New Bern were the last and highest bidders for said property in the amount of **\$7,261.10**; and,

*Return to*  
Prepared By:  
Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.  
416 Pollock Street  
New Bern, NC 28560



WHEREAS, on the 28<sup>th</sup> day of October, 2015, David B. Baxter, Jr., Commissioner, filed a Report of Sale indicating that Craven County and the City of New Bern were the last and highest bidders for said property in the amount of \$7,261.10; and,

WHEREAS, more than 10 days elapsed since the original report of sale or most recent upset bid was filed; and

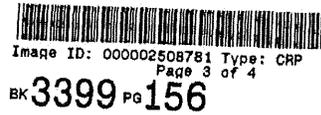
WHEREAS, an order confirming the sale to Craven County and the City of New Bern was entered by the Craven County Clerk of Superior Court on or about November 12, 2015; and

WHEREAS, on or about November 12, 2015, David B. Baxter, Jr., Commissioner, was ordered by judgment of said Court to execute a deed in fee simple to Craven County and the City of New Bern; and

NOW THEREFORE, in consideration of the premises, the said David B. Baxter, Jr., Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and the City of New Bern all of that certain tract or parcel of land lying, situate and being in Number Eight (8) Township, Craven County, North Carolina, and more particularly described as follows:

**The property is commonly referred to by its tax parcel identification number which is 8-006-034. A description of the property is recorded in Book 1179, Page 969, of the Craven County Registry and further described as:**

**A certain lot of land situate north of the City of New Bern, being Lot No. thirty-seven (37) in the plan of a town laid off by H.T. Guion, surveyor, for A.T. Jerkins, May 13<sup>th</sup>, 1875 bounded and described as follows: Beginning at a point on the west side of G. Street 108 feet 8 inches from the corner of G. and C. Streets running thence southwardly along G. Street 108 feet and 8 inches; thence westwardly and parallel with C. Street 210 feet and 10 inches; thence northwardly and parallel with G. Street 108 feet and 8 inches; thence southwardly and parallel with C. Street to the beginning. Being same land**



conveyed by M.D. Stevenson and wife to Charlotte Connor by deed dated December 13<sup>th</sup> 1875 and recorded in Book 76 Folio 352 Public Registry Craven County. Being that same lot or parcel and land conveyed to Mary S.R. Bryan by J.A. Patterson, Commissioner, by deed dated October 2, 1934 and recorded in Book 309, Page 245, in the Office of the Register of Deeds of Craven County. Being located at 1129 G. Street, New Bern, North Carolina.

**This parcel is not the primary residence of the grantor.**

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to Craven County and the City of New Bern, the said Grantee, in fee simple forever, in as full and ample manner as said David B. Baxter, Jr., Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 8-006-034 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,988.49 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$4,272.61 in liens, taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376.

IN WITNESS WHEREOF, the said David B. Baxter, Jr., Commissioner, hath hereunto set his hand and seal the day and year first above written.

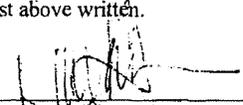
  
\_\_\_\_\_  
David B. Baxter, Jr., Commissioner (SEAL)



Image ID: 000002508782 Type: CRP  
Page 4 of 4

BK 3399 PG 157

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

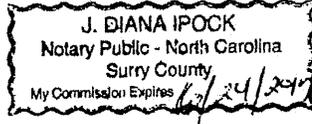
I, J. Diana Ipoock, a Notary Public of Surry County, North Carolina, do hereby certify that **David B. Baxter, Jr., Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 19<sup>th</sup> day of November, 2015.

My Commission Expires:

6/24/2017

*J. Diana Ipoock*  
NOTARY PUBLIC



## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/29/2016 11:52:40 AM

**Parcel ID :** 8-006 -034  
**Owner :** CRAVEN COUNTY & NEW BERN-CITY  
**Mailing Address :** 406 CRAVEN ST NEW BERN NC 28560  
**Property Address :** 1129 G ST  
**Description :** 1129 G ST  
**Lot Description :**




---

**Assessed Acreage :** 0.279                      **Calculated Acreage :** 0.280  
**Deed Reference :** 3399-0154                  **Recorded Date :** 11 19 2015  
**Recorded Survey :**  
**Estate Number :**  
**Land Value :** \$8,190                          **Tax Exempt :** Yes  
**Improvement Value :** \$26,920              **# of Improvements :** 1  
**Total Value :** \$35,110  
**City Name :** NEW BERN                      **Fire tax District :**  
**Drainage District :**                              **Special District :**  
**Land use :** RESIDENTIAL - ONE FAMILY UNIT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
11/19/2015	WILLIS, ROLAND JR HEIRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$7,500
2/15/1988	COGDELL, MARILYN MCIVER	WILLIS, ROLAND JR & LILLIE C	BUILDING SALE	\$25,000
2/15/1988	WILLIS, LILLIE C	WILLIS, ROLAND JR HEIRS	STRAIGHT TRANSFER	\$0
2/15/1988	WILLIS, ROLAND JR & LILLIE C	WILLIS, LILLIE C	STRAIGHT TRANSFER	\$0

### List of Improvements to Site

Type of Structure	Year Built	Base Area 1st Floor	Value
RESIDENTIAL CONSTRUCTION	1940	1327	\$26,920



**RESOLUTION**

**813 West Street (Parcel 8-007-361)**  
**817 West Street (Parcel 8-007-227)**  
**1205 Church Street (Parcel 8-011-172)**  
**1022 N Bern Street (Parcel 8-006-142)**  
**876 Howard Street (Parcel 8-003-081)**  
**703 Bern Street (Parcel 8-007-271)**

**Conveyance of Interests to City of New Bern**

THAT WHEREAS, Craven County (the “County”), along with the City of New Bern (the “City”), acquired an interest through a joint tax foreclosure in those certain properties more commonly referred to as:

- A. 813 West Street (Parcel 8-007-361);
- B. 817 West Street (Parcel 8-007-227);
- C. 1205 Church Street (Parcel 8-011-172);
- D. 1022 N Bern Street (Parcel 8-006-142);
- E. 876 Howard Street (Parcel 8-003-081); and
- F. 703 Bern Street (Parcel 8-007-271)

(collectively, the “Real Property”); and

WHEREAS, the City desires to donate the Real Property to Habitat for Humanity, with certain conditions including but not limited to a requirement that the Real Property must be improved within two (2) calendar years of the date of conveyance; and if not, any particular unimproved parcel of the Real Property reverts back to the grantor; and,

WHEREAS, the City has requested that the County join in this undertaking, by conveying its interest in the Real Property to the City, upon the express condition that any particular parcel of the Real Property that reverts back to the City shall be reconveyed to Craven County in the same percentage as of the date the County transfers the Real Property to the City; and,

WHEREAS, the Board of Commissioners is authorized to convey the County’s interest in the Real Property to the City, “upon such terms and conditions as it deems wise, with or without consideration”, pursuant to North Carolina General Statute §160A-274; and

WHEREAS, the Board of Commissioners deems it advisable and in the best interest of the County to convey its interest in the Real Property to the City by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY:

Section 1. That the Real Property be conveyed to the City, by quitclaim deed, without cash consideration, but with the express consideration and requirement that should any of the Real Property revert back to the City, such reverted Real Property shall be reconveyed to the County in the same percentage as of the date the County transferred the Real Property to the City.

Section 2. That the Chairman, County Manager and/or Clerk be and they are hereby authorized and directed to execute any and all documents necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 7<sup>th</sup> DAY OF MARCH, 2016.

---

GEORGE LINER, Chairman

(County Seal)

---

GWENDOLYN BRYAN,  
Clerk to the Board

9\\SERVER04\lssdocs\00000033\00067673.000.DOCX

## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/18/2016 9:35:37 AM

Parcel ID : 8-007 -361  
Owner : CRAVEN COUNTY & NEW BERN-CITY OF  
Mailing Address : PO BOX 1128 NEW BERN NC 28563  
Property Address : 813 WEST ST  
Description : 137 PAVIETOWN  
Lot Description :



---

Assessed Acreage : 0.127                      Calculated Acreage : 0.130  
Deed Reference : 3363-0713                  Recorded Date : 6 16 2015  
Recorded Survey :  
Estate Number :  
Land Value : \$5,460                          Tax Exempt : Yes  
Improvement Value : \$0                      # of Improvements : 0  
Total Value : \$5,460  
City Name : NEW BERN                      Fire tax District :  
Drainage District :                              Special District :  
Land use : VACANT-RESIDENTIAL TRACT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
6/16/2015	MARSHBURN, NANCY JANE HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$7,000

### List of Improvements to Site

No improvements listed for this parcel



Image ID: 000002468076 Type: CRP  
Recorded: 06/16/2015 at 11:15:13 AM  
Fee Amt: \$40.00 Page 1 of 2  
Revenue Tax: \$14.00  
Workflow# 0000136065-0001  
Craven, NC  
Sherril B. Richard Register of Deeds

BK 3363 PG 713

Prepared by: Zacchaeus Legal Services ✓

Revenue Stamps \$14.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 007 361

This deed, made this 27th day of May, 2015, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern of P.O. Box 1128, North Carolina, 28563.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus The Heirs, Assigns and Devisees of Sarah M. Truss and spouse, if any, which may include Willice Truss, Jr. and spouse, if any, Michael Earl Truss and spouse, if any, Dolphus Truss and spouse, if any, The Heirs, Assigns or Devisees of Shade Marshburn, Sr. and spouse, if any, The Heirs, Assigns or Devisees of Shade Marshburn, Jr. and spouse, if any, which may include Violet Marshburn and spouse, if any, Alpacino Marshburn and spouse, if any, Catrina Hall a/k/a Catrina Gatlin and spouse, if any, and the City of New Bern. Defendants, and Green Tree Servicing, LLC and State of North Carolina, Lienholders, et al, File No. 07-CVD-1471: and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 17th day of February, 2015, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$6,755.57; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$6,755.57, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

*SW*

All that certain tract or parcel of land lying and being situate in the City of New Bern, Number Eight Township, Craven County, North Carolina and more particularly described as follows:

All that certain tract or parcel of land lying and being situate in the City of New Bern, in state and county, and in that portion of said City known and designated as "PAVIETOWN", as property recorded in the public records in the Office of the Register of Deeds for the said Craven County, Book 106, Page 385, bearing the number 137 on said plot or plan, and to which reference is hereby made for a more perfect description. Said lot number 137 fronts on West Street.

Subject to restrictive covenants and easements of record.

**Parcel Identification Number : 8 007 361**

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$3,121.39 and the City of New Bern having disbursed \$783.23 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$573.32, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$278.70, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$2,038.93. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

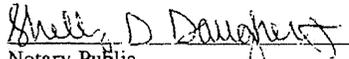
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

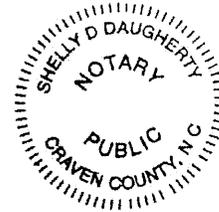
 (SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, Shelly D Daugherty of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 27th day of May, 2015.

  
Notary Public



My commission expires: 06/05/2017



Image ID: 000002468077 Type: CRP  
Page 2 of 2

BK 3363 PG 714

### Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/18/2016 9:36:51 AM

Parcel ID : 8-007 -227  
Owner : CRAVEN COUNTY & NEW BERN-CITY OF  
Mailing Address : PO BOX 1128 NEW BERN NC 28563  
Property Address : 817 WEST ST  
Description : 817 WEST ST  
Lot Description :



---

Assessed Acreage : 0.061                      Calculated Acreage : 0.060  
Deed Reference : 2877-0446                  Recorded Date : 12 8 2009  
Recorded Survey :  
Estate Number :  
Land Value : \$2,840                          Tax Exempt : Yes  
Improvement Value : \$0                      # of Improvements : 0  
Total Value : \$2,840  
City Name : NEW BERN                      Fire tax District :  
Drainage District :                              Special District :  
Land use : VACANT - RESIDENTIAL LOT

#### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
12/8/2009	MCCOTTER, ROBINETTA & SAMUEL D	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$6,500

#### List of Improvements to Site

No improvements listed for this parcel



Image ID: 000001788155 Type: CRP  
Kind: COMMISSIONERS DEED  
Recorded: 12/08/2009 at 03:27:25 PM  
Fee Amt: \$35.00 Page 1 of 2  
Revenue Tax: \$13.00  
Workflow# 0000016843-0001  
Craven, NC  
Sherril B. Richard Register of Deeds

BK 2877 PG 446

Prepared by: ~~Zacchaeus~~ Legal Services

Revenue Stamps \$13.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 007 227

This deed, made this 4<sup>th</sup> day of November, 2009, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, P.O. Box 1128, New Bern, North Carolina, 28502.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Robinetta S. Smith and spouse, if any, Samuel McCotter and spouse, if any, The City of New Bern and United States of America, et al, File No. 03-CVD-1892; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 9th day of October, 2009, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$6,336.22; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$6,336.22, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight Township, Craven County, North Carolina, and described as follows:

Lying and being on the West side of West Street, bounded on the North by the lot of the D.F. Deppe estate; on the East by West Street; on the South by the lot of Douglas Wood and on the West by the lot of C. Everitt and more particularly described as follows:

BEGINNING at a point in the western line of West Street which is South 239 feet and 7½ inches from the southwestern intersection of Main and West Streets, it being the Southeast corner of the D.F. Deppe lot and runs from thence parallel to Main Street North 76 degrees West 103 feet 3 inches to the C. Everitt

*WWT*

lot; thence with the C. Everitt line and parallel with West Street South 26 feet 7½ inches to the Northwest corner of the Douglas Wood Lot; thence with the Douglas Wood line parallel with Main Street South 76 degrees East 103 feet 3 inches to the western line of West Street; thence with the Western line of West Street, North 26 feet 7½ inches to the beginning, being the southernhalf of lot #136 in that certain subdivision known as Pavie Town.

Being the same property as conveyed to the Home Owners Loan Corporation by Trustee's Deed dated April 3, 1941, and recorded in Book 358, Page 211, Craven County Registry.

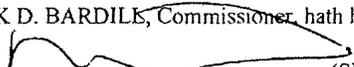
Subject to restrictive covenants and easements of record.

Parcel Number: 8 007 227

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$1,658.88 and the City of New Bern having disbursed \$723.53 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$490.95, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$398.56, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$3,099.30. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

  
(SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, MITZI R BLAND of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 4 day of November, 2009.

Mitzi R Bland  
Notary Public

My commission expires: 02/12/2012

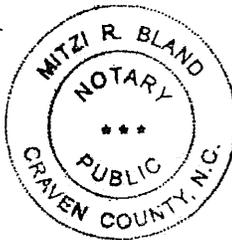


  
Image ID: 000001788156 Type: CRP  
Kind: COMMISSIONERS DEED  
Page 2 of 2  
BK 2877 PG 447

## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/18/2016 9:52:27 AM

Parcel ID : 8-011 -172  
Owner : CRAVEN COUNTY & NEW BERN-CITY  
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560  
Property Address : 1205 CHURCH ST  
Description : 1205 CHURCH; LOT 23 JONES  
Lot Description :



---

Assessed Acreage : 0.096      Calculated Acreage : 0.090  
Deed Reference : 3383-0226      Recorded Date : 9 3 2015  
Recorded Survey :  
Estate Number :  
Land Value : \$3,900      Tax Exempt : Yes  
Improvement Value : \$0      # of Improvements : 0  
Total Value : \$3,900  
City Name : NEW BERN      Fire tax District :  
Drainage District :      Special District :  
Land use : VACANT-RESIDENTIAL TRACT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
9/3/2015	FOY, ANNIE HEIRS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$6,500
5/14/1951	FOY, ANNIE	FOY, ANNIE HEIRS	STRAIGHT TRANSFER	\$0

### List of Improvements to Site

No improvements listed for this parcel

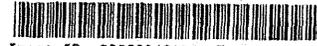


Image ID: 000002489949 Type: CRP  
Recorded: 09/03/2015 at 11:57:32 AM  
Fee Amt: \$39.00 Page 1 of 2  
Revenue Tax: \$13.00  
Workflow# 0000140933-0001  
Craven, NC  
Sherril B. Richard Register of Deeds

BK 3383 PG 226

Workflow No. 0000140933-0001

Prepared by Zacchaeus Legal Services

Revenue Stamps \$13.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 8 011 172

This deed, made this 2nd day of September, 2015, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, of P.O. Box 1128, New Bern, North Carolina, 28563.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus The Heirs, Assigns or Devises of Annie Foy and spouse, if any, The Heirs, Assigns or Devises of Louis Lee Foy and spouse, if any, Haywood Foy, Incompetent and spouse, if any, and City of New Bern, et al, File No. 06-CVD-1625; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 16th day of June, 2015, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$6,374.37; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$6,374.37, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number Eight (8) Township, Craven County, North Carolina, and described as follows:

Lying and being in the City of New Bern, Number Eight (8) Township, State and County aforesaid, on Church Street (formerly Crooked Street), and being known and designated as Lot Nos. Twenty-two and Twenty-three (22 & 23) in the "Jones Sub-Division", map or plan of which will be found of record in Deed Book 126, Page 501, of the Craven County Registry, reference being hereby made to said map or plat for a more perfect description by metes and bounds.

MSK  
2

Less and Excepting all of that property described in that deed from Annie Foye and Haywood Foye to Louis Lee Foye, dated December 29, 1960, recorded February 4, 1961, in Deed Book 608, Page 413. Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Identification Number : 8 011 172

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

The title conveyed by this Commissioner's Deed is held pursuant to 105-376, with the County of Craven having disbursed \$2,130.17 and the City of New Bern having disbursed \$875.27 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$2,677.34, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$527.72, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$2,659.22. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

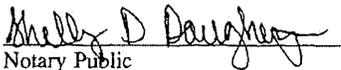
In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

 (SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, Shelly D Daugherty of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 2nd day of September, 2015.

  
Notary Public

My commission expires: 06/05/2017

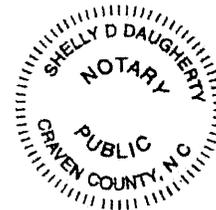


Image ID: 000002489950 Type: CRP  
Page 2 of 2

BK 3383 PG 227

### Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/18/2016 9:38:11 AM

Parcel ID : 8-006 -142  
Owner : CRAVEN COUNTY & NEW BERN-CITY OF  
Mailing Address : PO BOX 1128 NEW BERN NC 28563  
Property Address : 1022 N BERN ST  
Description : 1018 N BERN  
Lot Description :



---

Assessed Acreage : 0.079                      Calculated Acreage : 0.080  
Deed Reference : 2567-0278                  Recorded Date : 2 21 2007  
Recorded Survey :  
Estate Number :  
Land Value : \$4,190                          Tax Exempt : Yes  
Improvement Value : \$0                      # of Improvements : 0  
Total Value : \$4,190  
City Name : NEW BERN                      Fire tax District :  
Drainage District :                              Special District :  
Land use : VACANT-RESIDENTIAL TRACT

#### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
2/21/2007	VAIL, FRANK HRS	CRAVEN COUNTY & NEW BERN-CITY OF	STRAIGHT TRANSFER	\$12,500

#### List of Improvements to Site

No improvements listed for this parcel



Image ID: 000001094169 Type: CRP  
Recorded: 02/21/2007 at 10:17:46 AM  
Fee Amt: \$42.00 Page 1 of 2  
Excise Tax: \$25.00  
Craven, NC  
Sherril B. Richard Register of Deeds

BK 2567 PG 278

✓ Prepared by: Zacchaeus Legal Services

Revenue Stamps: \$ 25.00

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

COMMISSIONER'S DEED

(Title Jointly Held Between the County of Craven  
& The City of New Bern  
Pursuant to N.C.G.S. Section 105-376)  
ID# 8 006 142

This deed, made this 31st day of January, 2007, by MARK D. BARDILL, Commissioner, to the County of Craven and the City of New Bern, North Carolina, as joint tenants pursuant to N.C.G.S. Section 105-376.  
WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus The Heirs, Assigns and Devisees of Frank Vail, which may include, ADELAIDE CHINAGOROM and spouse, if any, MICHAEL VAIL and spouse, if any, CHARLES VAIL and spouse, if any, CARLYSLE VAIL and spouse, if any, et al, File No. 03-CVD-1203; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 15th day of December, 2006, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said County of Craven and the City of New Bern became the last and highest bidder for said land for the sum of \$12,098.96; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$12,098.96, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said County of Craven and the City of New Bern, its successors and assigns, that certain parcel or tract of land, situated in the City of New Bern, Craven County, North Carolina, and described as follows:

A tract or parcel of land in Craven County, State of North Carolina, adjoining the land of George H. White and others, bounded as follows; to wit: Being situate in that portion of the City of New Bern known as

"Hard Scramble" beginning at a point 281 feet West of George Street on the Southern side of White Street, running thence South and parallel with said George Street 49 feet 3 inches; thence West 90 feet to Cemetery Avenue on the East side of Greenwood Cemetery; thence north with the Eastern side of said avenue and parallel with George Street 49 feet 3 inches to the corner of said avenue and said White Street; thence East with said White Street 90 feet to the beginning being the same land conveyed to Emeline Vail by George H. White and wife by deed recorded in Book 109, Page 47, Office of Register of Deeds, Craven County. The above description is of the lot only; the buildings and improvements of said lot being excepted therefrom.

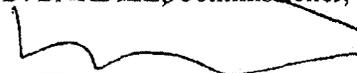
Subject to restrictive covenants and easements of record.

**Parcel Number: 8 006 142**

To have and to hold the aforesaid tract of land, to the said County of Craven and the City of New Bern, and its successors and assigns, forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

The title conveyed by this Commissioner's Deed is held pursuant to Section 105-376, with the County of Craven having disbursed \$1,580.89 and the City of New Bern having disbursed \$719.43 in reimbursable costs, that taxes, interest and penalties due the County of Craven which constitute a 1st and prior lien as of the date of sale total \$2,394.38, that taxes, interest and penalties due the City of New Bern which constitute a 1st and prior lien as of the date of sale total \$886.00, and that taxes, interest and penalties due the City of New Bern for demolition assessments which constitute an inferior lien as of the date of sale total \$6,559.26. Upon subsequent sale of the property, the proceeds will be distributed between the County of Craven and the City of New Bern pursuant to Section 105-376.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

  
MARK D. BARDILL, Commis



BK 2567 PG 279

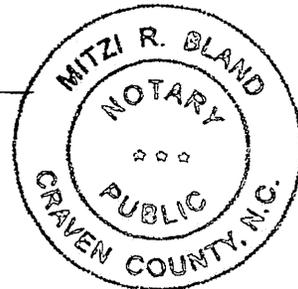
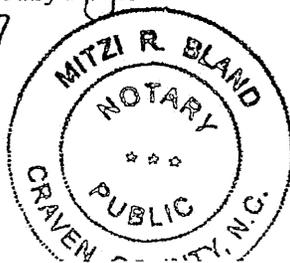
NORTH CAROLINA  
CRAVEN COUNTY

I, MITZI R BLAND of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 31 day of January, 2007.

Mitzi R Bland  
Notary Public

My commission expires: 02/12/2007



Book: 2567 Page: 278 Seq: 2

### Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/18/2016 9:38:48 AM

Parcel ID : 8-003 -081  
Owner : CRAVEN COUNTY & NEW BERN-CITY  
Mailing Address : 406 CRAVEN ST NEW BERN NC 28560  
Property Address : 876 HOWARD ST  
Description : 876 HOWARD  
Lot Description :



---

Assessed Acreage : 0.069      Calculated Acreage : 0.090  
Deed Reference : 3342-0346      Recorded Date : 3 17 2015  
Recorded Survey :  
Estate Number :  
Land Value : \$6,000      Tax Exempt : Yes  
Improvement Value : \$0      # of Improvements : 0  
Total Value : \$6,000  
City Name : NEW BERN      Fire tax District :  
Drainage District :      Special District :  
Land use : VACANT-RESIDENTIAL TRACT

#### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
3/17/2015	WOODS, RUBY L S GIBBS	CRAVEN COUNTY & NEW BERN-CITY	STRAIGHT TRANSFER	\$8,500

#### List of Improvements to Site

No improvements listed for this parcel



Image ID: 0000244383 Type: CRP  
Recorded: 03/17/2015 at 02:59:03 PM  
Fee Amt: \$43.00 Page 1 of 4  
Revenue Tax: \$17.00  
Workflow# 0000130629-0001  
Craven, NC  
Sherril B. Richard Register of Deeds  
BK 3342 PG 346

NORTH CAROLINA  
CRAVEN COUNTY

**COMMISSIONER'S DEED**

Revenue Stamps: \$17.00  
Parcel # 8-003-081

THIS COMMISSIONER'S DEED, made and executed this 17<sup>th</sup> day of March, 2015, by and between AARON D. ARNETTE, Commissioner, pursuant to a judgment of the District Court of the N.C. General Court of Justice in Craven County, North Carolina in an action entitled "Craven County, Plaintiff v. Unknown heirs, assigns, and devisees of Ruby Sandlin Berry, a/k/a Ruby Sandlin Gibbs, et al. (File No. 14 CVD 1324), Grantor, to Craven County and City of New Bern, whose mailing addresses are 406 Craven Street, New Bern, North Carolina 28560 and 300 Pollock Street, New Bern, North Carolina 28560, respectively, as Grantees.

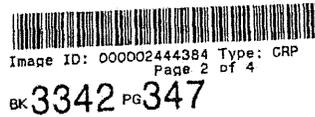
**WITNESSETH :**

WHEREAS, said Aaron D. Arnette, Commissioner, being empowered and directed by a judgment in the said action, did, on the 20<sup>th</sup> day of February, 2015, after due advertisement according to law, and as directed by said judgment, expose the land hereinafter described to public sale at the door of the Craven County Courthouse, where and when Craven County and City of New Bern became the last and highest bidder(s) for said land at the public sale for the sum of \$8,150.89; and

WHEREAS, on the 20<sup>th</sup> day of February, 2015, Aaron D. Arnette, Commissioner, filed a Report of Sale indicating that Craven County and City of New Bern were the last and highest bidders for said property in the amount of \$8,150.89; and,

Prepared By:  
✓ Sumrell, Sugg, Carmichael, Hicks & Hart, P.A.  
416 Pollock Street  
New Bern, NC 28560

Workflow No. 0000130629-0001



WHEREAS, more than 10 days elapsed since the original report of sale or most recent upset bid was filed; and

WHEREAS, on March 16, 2015, the assistant Craven County Clerk of Superior Court entered an Order of Confirmation directing Aaron D. Arnette, Commissioner, to execute a deed in fee simple to Craven County and City of New Bern; and

NOW THEREFORE, in consideration of the premises, the said Aaron D. Arnette, Commissioner, as aforesaid, does hereby grant, bargain, sell, and convey to Craven County and City of New Bern all of that certain tract or parcel of land lying, situate and being in Number Eight (8) Township, Craven County, North Carolina, and more particularly described as follows:

**The property is commonly referred to by its tax parcel identification number which is 8-003-081. A description of the property is recorded in Book 763, Page 374 of the Craven County Registry. The property is more particularly described as follows:**

**BEGINNING at the southeastern corner or intersection of Howard and Cypress Streets; running thence eastwardly with the southern line of Cypress Street 75 feet; thence southwardly and parallel with Howard Street 45 feet; thence westwardly and parallel with Cypress Street 75 feet to the eastern line of Howard Street 45 feet to the point of beginning.**

**Being Lots Nos. 1 and 2 as shown and designated by survey and map made by B. M. Potter, civil engineer, May, 1918, which map is recorded in the office of the Register of Deeds of Craven County in Book 227 at page 340 and being two of the lots or parcels of land conveyed and described in the deed from A. T. Dill to Carrie M. Smith, recorded in said Book 227 at page 340, reference to which is hereby made.**

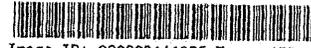


Image ID: 000002444385 Type: CRP  
Page 3 of 4

BK 3342 PG 348

**Being also that same property conveyed by deed as shown on record Craven County Register of Deeds during the year 1952; from Carrie M. Smith, widow, to Alonzo Hyman and wife, Mary E. Hyman.**

**Being also that same property conveyed by deed dated June 1, 1955, from Alonzo R. Hyman, and wife, Mary E. Hyman, to Carrie Duffy Ward, said deed recorded in Book 519 at page 19 in the office of the Register of Deeds of Craven County.**

**See also deed dated November 7, 1956, from Carrie Duffy Ward to Kennedy W. Ward, said deed recorded in Book 543 at page 96 in the office of the Register of Deeds of Craven County.**

**This parcel is not the primary residence of the grantor.**

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land and all privileges and appurtenances thereunto belonging to Craven County and City of New Bern, the said Grantees, in fee simple forever, in as full and ample manner as said Aaron D. Arnette, Commissioner, as aforesaid, is authorized and empowered to convey same.

Regarding Parcel ID 8-003-081 the title conveyed by this Commissioner's Deed is held pursuant to N.C. Gen. Stat. § 105-376, with Craven County having \$2,768.42 in taxes, interest, penalties, fees and costs associated with this matter and the City of New Bern having \$5,382.47 in taxes, interest, penalties, fees and costs associated with this matter, all of which constitute a first and prior lien as of the date of the sale. Upon subsequent sale of this parcel, the proceeds will be distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376 distributed between Craven County and the City of New Bern pursuant to N.C. Gen. Stat. § 105-376.



Image ID: 000002444386 Type: CRP  
Page 4 of 4

BK 3342 PG 349

IN WITNESS WHEREOF, the said Aaron D Arnette, Commissioner, hath hereunto set his hand and seal the day and year first above written.

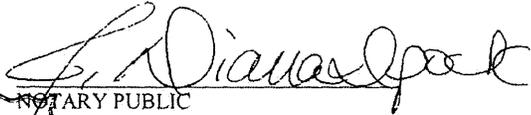
  
\_\_\_\_\_(SEAL)  
Aaron David Arnette, Commissioner

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

I, J. Diana Ipock, a Notary Public of Surry County, North Carolina, do hereby certify that **Aaron D. Arnette, Commissioner**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 17<sup>th</sup> day of March, 2015.

My Commission Expires:

  
\_\_\_\_\_  
NOTARY PUBLIC

J. DIANA IPOCK  
Notary Public - North Carolina  
Surry County  
My Commission Expires 6/24/2017

6/24/2017

LSS57300

## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 2/18/2016 9:41:52 AM

Parcel ID : 8-007 -271  
Owner : NEW BERN-CITY OF & CRAVEN COUNTY  
Mailing Address : PO BOX 1129 NEW BERN NC 28563  
Property Address : 703 BERN ST  
Description : 703 BERN ST  
Lot Description :



---

Assessed Acreage : 0.202                      Calculated Acreage : 0.200  
Deed Reference : 1906-0879                  Recorded Date : 4 23 2002  
Recorded Survey :  
Estate Number :  
Land Value : \$5,650                          Tax Exempt : Yes  
Improvement Value : \$0                      # of Improvements : 0  
Total Value : \$5,650  
City Name : NEW BERN                      Fire tax District :  
Drainage District :                              Special District :  
Land use : VACANT-RESIDENTIAL TRACT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
4/23/2002	GIBBS, ROLAND JR HRS	NEW BERN-CITY OF & CRAVEN COUNTY	STRAIGHT TRANSFER	\$0
1/1/1962	GIBBS, ROLAND JR	GIBBS, ROLAND JR HRS	STRAIGHT TRANSFER	\$0

### List of Improvements to Site

No improvements listed for this parcel

Craven NC - Document Stamp  
Becky Thompson, Register of Deeds  
Date 04/23/2002 Time 15:25:45 1 of 3 Pgs  
No: 2002-00043641  
Book 1906 Page 879  
Fee Amt : 20.00  
Excise Tax: .00

PREPARED BY: MICHAEL SCOTT DAVIS  
PARCEL NO. 8-007-271

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

COMMISSIONER'S DEED

THIS DEED, made this 23<sup>rd</sup> day of April, 2002, by MICHAEL SCOTT DAVIS, Commissioner, to the CITY OF NEW BERN, a municipal corporation, of Post Office Box 1129, New Bern, North Carolina 28563, and CRAVEN COUNTY, a body politic of the State of North Carolina, of 406 Craven Street, New Bern, North Carolina 28563;

WITNESSETH:

THAT WHEREAS, Michael Scott Davis was appointed Commissioner under an order of the District Court of Craven County, North Carolina, in the tax foreclosure proceeding *City of New Bern v. Roland Gibbs, Jr., et al.*, File No. 01-CVD-1771; and Michael Scott Davis was directed by the order, as Commissioner, to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, Michael Scott Davis, Commissioner, did on February 7, 2002, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, and the City of New Bern and Craven County became the last and highest bidders for said land for the sum of \$11,542.97; that no upset or increased bid has been made within the time allowed by

80156002-66869997

WARD AND DAVIS, LLP  
ATTORNEYS AT LAW  
PO DRAWER 1428  
NEW BERN, NC 28563

Date 04/23/2002 Time 15:25:45 2 of 3 Pgs  
No: 2002-00043641

Book 1906 Page 880

law, and the sale has been confirmed, and Michael Scott Davis, Commissioner, has been ordered to execute a deed to the City of New Bern and Craven County.

Now, therefore in consideration of the premises and the sum of \$11,542.97, the receipt of which is hereby acknowledged, Michael Scott Davis, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to the City of New Bern, its successors and assigns, a seventy-nine percent (79%) undivided interest, and to Craven County, its successors and assigns, a twenty-one percent (21%) undivided interest, in and to that certain property situated in Craven County, North Carolina, and described as follows:

In the City of New Bern on the west side of Bern Street, beginning at a point 250 feet North 3° 30' East from the northwest corner of the intersection of Bern and Queen Streets, running thence North 3° 30' East 40.4 feet; thence North 86° 00' West 212.0 feet to an iron; thence South 3° 30' West 40.4 feet to an iron; thence South 86° 00' East 212.0 feet to the point of beginning. Being known as 703 Bern Street according to the present postal enumeration for the City of New Bern. The calls given herein are magnetic for 1949, at which time a survey and map of the property were made by R. R. Eagle, C.E. Being the same land as described as First Tract in deed from Roland Gibbs to Lucille Rountree Gibbs recorded in Book 584, Page 322, Office of the Register of Deeds of Craven County, the said Lucille Rountree Gibbs now being Lucille Rountree Jackson.

TO HAVE AND TO HOLD the aforesaid tract of land to the City of New Bern and to Craven County, their successors and assigns, forever in as full and ample manner as Michael Scott Davis, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, Michael Scott Davis, Commissioner, has hereunto set his hand and seal the day and year first above written.

  
MICHAEL SCOTT DAVIS, Commissioner (SEAL)

Date 04/23/2002 Time 15:25:45 3 of 3 Pgs  
No: 2002-00043641

Book 1906 Page 881

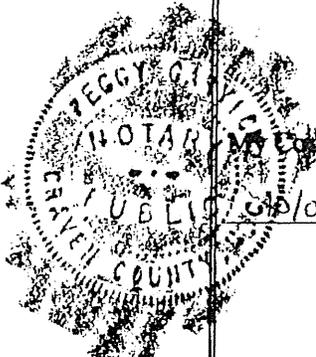
STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Peggy Garick, Notary Public for said county and state, do hereby certify that MICHAEL SCOTT DAVIS, Commissioner, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal this 23<sup>rd</sup> day of April, 2002.

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

08/08/05

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

The foregoing notary certificate is certified to be correct. This instrument was presented for registration on this day and hour, and duly recorded in the Office of the Register of Deeds of Craven County, North Carolina in Book 1906 at Page 879.

This the 23 day of April, 2002, at 3:25 o'clock P.m.

  
\_\_\_\_\_  
Register of Deeds

By   
\_\_\_\_\_  
Assistant Register of Deeds