

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, September 14, 2021 at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Mark Snelson, Vice-Chairman Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, Commissioner Michael Garrison, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Snelson.

**Agenda Item 1: Agenda Approval**

Chairman Snelson requested to amend the agenda as follows:

- Item 18c-Resolution to Delegate Leasing Authority to County Manager
- Item 18e-Approval of Bidding by Electronic Advertisement

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to approve the amended agenda. (Attachment 1.1)

**Agenda Item 2: Approval of August 3, (Special) Minutes; August 3 (Regular) Minutes; August 24 (Special) Minutes**

Upon motion by Commissioner Wechtel, and second by Vice-Chairman Goforth, the Board voted unanimously that the minutes be accepted as submitted.

**Agenda Item 3: Public Comment**

Stephanie Phillips-Ms. Phillips spoke regarding issues including police brutality, family ancestry, water rights, and criminal record expunction. (Attachment 3.1)

**Agenda Item 4: April Riddle North Carolina Department of Insurance**

Ms. Riddle presented a power point presentation and discussed an insurance update regarding disaster preparedness. Information included damage from severe weather; how to prepare for severe weather; and insurance policies including fire, theft, auto, rental, and wind and hail coverage were discussed as well as applicable waiting periods for coverage.

**Agenda Item 5: Matt Wechtel, Commissioner**

Commissioner Wechtel presented a Proclamation for Constitution Week for consideration on behalf of the Daughters of the American Revolution declaring September 17-23, 2021 as Constitution Week as well as read the Proclamation into record.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to adopt. (Attachment 5.1)

**Agenda Item 6: Tammy Cody, Health Director**

Ms. Cody discussed an update regarding COVID-19 with the Board. Information discussed included statistics for testing, hospitalization, fatalities, and vaccinations.

Dr. Melissa Robinson, Medical Director of the Health Department discussed COVID-19 information regarding hospital capacities, and treatments available as well as advice on behalf of the Health Department regarding a resolution for COVID-19.

## **Agenda Item 7: Golden Leaf Project Presentations for Consideration**

### **a. Alice McVey, Spring Creek Community Center Building Renovation**

Ms. McVey presented a power point presentation and discussed the history of the Spring Creek Community Center as well as proposed renovation plans for the center. Information discussed in the plans included the proposal for 3,811 square feet to include business, retail, and educational spaces as well as a common area at the cost of \$600,000.00 noting that the center is requesting \$250,000.00 from Golden Leaf with the remaining funds being secured from other sources.

### **b. James Huey, Madison County Schools Career Technical Education Program Expansion**

Mr. Huey presented information and answered questions from the Board regarding the existing Career Technical Education Program at Madison High School as well as the proposed expansion of the program to include HVAC, electrical, and plumbing trades that would assist to meet the needs of the number of skilled workers entering into those trade industries. He noted that the target launch date of the program would be August 2022 at a projected cost of \$500,000.00 from Golden Leaf funding.

### **c. Elizabeth Ayers, North Carolina Cooperative Extension-Madison County Center Value Added Kitchen Expansion**

Ms. Ayers presented information regarding the current Value Added Space at the Cooperative Extension Center and discussed the proposed facility addition of the Value Added Kitchen expansion with the Board as well as offered to take questions from Board members. Ms. Ayers noted that the expansion would include two coolers, a freezer, two convection ovens, two refrigerators, commercial kitchen ware, and sealing the floor at a projected cost of \$250,000.00-\$300,000.00 from Golden Leaf funding.

Discussion was had by the Board and County Attorney Donny Laws regarding the project requests and support for each with the Board ranking the projects in order of importance with Madison County Schools Career Technical Education Program Expansion ranking in first place and North Carolina Cooperative Extension-Madison County Center Value Added Kitchen Expansion as well as the Spring Creek Community Center Expansion each placing second, respectively.

## **Agenda Item 8: Public Hearing Economic Development Site Development Consulting Agreement**

### **a. Site Development Presentation, Sara Nichols**

Ms. Nichols attended via electronic means and presented information regarding a proposed site development consulting agreement as well as discussed the project with the Board. Ms. Nichols noted that Sanford Holshouser is the consultant selected by the Economic Development Board help to identify potential industrial sites within the County at a cost of \$15,000.00 plus travel expenses. Counsel was provided by County Attorney Donny Laws regarding the project. Discussion was had by the Board.

### **b. Public Comment**

Chairman Snelson opened the floor to public comment. Hart Barnhill addressed the Board requesting further information for the project and how it may affect other County boards. Ms. Nichols addressed the question discussing that the project would assist with economic growth in the county prioritizing industrial sites for economic development with further discussion being had by the Board.

### **c. Discussion**

County Attorney Donny Laws provided counsel regarding the public hearing process. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to close the public hearing.

### **d. Consideration of Approval**

Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to authorize the County Manager to engage in the execution. (Attachment 8.4)

## **Agenda Item 9: Chris Maney, Parks and Recreation Director**

Mr. Maney presented information regarding the proposed acceptance of funding from the Community Foundation of Western North Carolina for the preservation of Barnard Park. Mr. Maney noted that the funds would be used to provide gravel for parking areas and discussed how previous funding has been utilized. Discussion was had by the Board and Mr. Maney.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to request the funds from the Community Foundation for the purpose stated by Chris Maney. (Attachment 9.1)

## **Agenda Item 10: Tyler Ross, Soli and Water Conservation Director**

### **a. Appalachian Ranger District Non-Native Invasive Species Treatment Contract**

Mr. Ross attended via electronic means and presented as well as discussed information regarding the Non-Native Invasive Species Treatment Contract with the United States Forest Service, Department of Agriculture, and Madison County Soil and Water Conservation District. Mr. Ross noted that the agreement would allow for a contract to be entered into for assistance with invasive species treatment to eradicate miscanthus grass for the purpose of conservation services. Discussion was had by the Board and counsel was provided by County Attorney Donny Laws who noted that the County's role would be to coordinate and maintain records for the grant.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to approve. (Attachment 10.1)

### **b. North Carolina Emergency Watershed Protection Program Assistance Request**

The North Carolina Emergency Watershed Protection Program Assistance Request letter was presented to the Board by Mr. Ross who also answered questions regarding the program from Board members. Mr. Ross noted that the request would be for funding emergency assistance administered by the United States Department of Agriculture to address the watershed areas in the County after recent flooding to mitigate impairments to property, life, and structures by removing debris from the areas that could contribute to flooding in the event of severe weather.

Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to send the letter request. (Attachment 10.2)

## **Agenda Item 11: Public Hearing Madison County Transportation Authority Grant Funding**

### **a. Public Transportation Grant Program Presentation, Daniel Metcalf**

Mr. Metcalf presented and discussed applications for grant requests for the Transportation Authority including:

- Administrative Grant in the amount of \$128,164.00
- Capital Grant in the amount of \$85,800.00
- 5310 Rural Enhancement of Seniors and Individuals with Disabilities in the amount of \$54,410.00

Mr. Metcalf discussed the matches required for each grant as well as answered questions from Board members regarding information for the grants and counsel was provided by County Attorney Donny Laws.

### **b. Public Comment**

Chairman Snelson opened the floor for public comment with no public comment available to be heard by the Board.

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to close the public hearing.

### **c. Discussion**

No further discussion was had by the Board.

### **d. Resolution Adoption Consideration**

Upon motion by Commissioner Wechtel and second by Commissioner Gentry with clarification by Chairman Snelson regarding the amount of the grant being \$128,164.00, the Board voted unanimously to proceed with the Administrative Grant as submitted.

Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to the open public comment portion for the capital outlay grant which includes vehicles and repairs to the flooring in the building with no public comment being available to be heard by the Board.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to close public comment.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, with discussion being had by the Board and Mr. Metcalf regarding the need for the flooring replacement in the building and clarification by Chairman Snelson regarding the amount of the grant being \$85,800.00, the Board voted unanimously to approve the grant as submitted.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to go into public comment for the Rural Enhancement Mobility of Senior and Individuals with Disabilities Capital Purchase and Service Grant with no public comment being available to be heard by the Board.

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to close the public comment.

Upon motion by Chairman Snelson and second by Commissioner Gentry with discussion being had by the Board regarding the grant, the Board voted unanimously to accept grant 5310 in the amount of \$54,410.00.

Discussion was had by the Board regarding the Transportation program and additional reimbursements being sought by the department. Discussion was had by the Board, County Attorney Donny Laws, and Mr. Metcalf regarding the County match for the 5310 grant.

Chairman Snelson called for a motion, motion was made by Commissioner Gentry with second by Vice-Chairman Goforth and the Board voted unanimously to approve. (Attachment 11.4)

#### **Agenda Item 12: Daniel Metcalf, Transportation and Operations Director**

##### **a. Madison County Transportation Authority System Safety and Continuity of Operations Plan**

Mr. Metcalf presented and discussed the System Safety and Continuity of Operations Plan with the Board as well as answered questions from Board members.

Upon motion by Vice-Chairman Goforth and second by Commissioner Garrison, the Board voted unanimously to approve. (Attachment 12.1)

##### **b. Updated Rider Policy**

Mr. Metcalf presented and discussed updates to the Rider Policy with the Board. Discussion was had by the Board and Mr. Metcalf.

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to approve. (Attachment 12.2)

##### **c. Updated Funds Management Policy**

Mr. Metcalf presented and discussed updates to the Funds Management Policy with the Board as well as answered questions from Board members. Discussion was had by the Board and Mr. Metcalf with counsel being provided by County Attorney Donny Laws.

Upon motion by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 12.3)

#### **Agenda Item 13: Brooke Ledford, Human Resources Director**

Ms. Ledford presented and discussed the Employee Holiday Schedule for 2022 with the Board as well as answered questions from Board members. Discussion was had by the Board, Ms. Ledford, and County Attorney Donny Laws.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve the standard calendar that follows the standard State calendar. (Attachment 13.1)

#### **Agenda Item 14: Lori Ray, Tax Collector**

##### **a. Annual Settlement of 2020 Taxes, b. Order of Collection 2021 Taxes**

Ms. Ray presented the Annual Settlement of 2020 Taxes with the Board as well as answered questions from the Board members. Discussion was had by the Board with Commissioner Garrison requesting to enter into the record the tax collection rate of 96.233%.

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve. Discussion was had by County Clerk Mandy Bradley and County Attorney Donny Laws. (Attachment 14.1, 14.2)

**Agenda Item 15: Kary Ledford, Finance Officer**

**a. Budget Amendment #3**

Ms. Ledford presented and discussed Budget Amendment #3 with the Board as well as answered questions from Board members.

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 15.1)

**b. Financial Report**

Ms. Ledford presented and discussed the expense report for the months of July and August with the Board as well as answered questions from Board members. (Attachment 15.2)

**Agenda Item 16: Diana Norton, Tax Assessor**

Ms. Norton presented the tax refunds and releases for the months of July and August to the Board as well as answered questions from Board members. Counsel was provided by County Attorney Donny Laws.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to approve both as presented. (Attachment 16.1)

**Agenda Item 17: Donny Laws, County Attorney**

County Attorney Laws presented information regarding the Boyette-Sluder property issue on Long Branch Road and discussed the request for a water hook up on behalf of the property owner. He noted that the Town of Marshall has agreed to provide a water tap to allow the property to hook onto the town's water system by waiving the tap fee and discussed the release that he has prepared for consideration.

Upon motion by Chairman Goforth and second by Commissioner Wechtel with discussion being had by the Board, the Board voted unanimously to authorize the Interim County Manager to make contact with the perspective person and offer them this agreement.

**Agenda Item 18: Norris Gentry, Commissioner/Interim County Manager**

**a. County Manager's Report**

Commissioner Gentry presented and discussed the County Manager's Report with the Board. Items discussed included Federal and State funding updates, fire tax and fire service in Hot Springs, the Mission Critical preliminary report for County emergency communications, opening of the Revere meal site, building maintenance items for County owned buildings including the need for HVAC system updates, and the filming production currently in operation in Marshall.

Commissioner Wechtel discussed Blannahassett Island and the transfer of County owned property on the Island to the Town of Marshall as well as information regarding the Board's agreement for the building located on the Island which is jointly owned by the County and the Town of Marshall to be sold, with the County holding 100% of the proceeds in a special account to be appropriated to the Town of Marshall upon commencement of construction for a recreation center in the Town for Madison County youth.

Commissioner Gentry discussed County owned property at Beech Glen including the request for grants to be made in the future for improvements to the property such as a drainage system for the parking lot. The Marshall and Mars Hill Solid Waste Convenience Centers were discussed with the Board by Commissioner Gentry.

The Ivy River Water source for the Town of Weaverville was discussed with the Board by Commissioner Gentry who discussed the impacts of it and noted that it would be included in the next Regular Meeting of the Board. A member of the audience interjected to inquire if public comment would be taken regarding the issue. Commissioner Wechtel noted that comments could also be sent to the Board of Commissioners via email with County Clerk Mandy Bradley verifying the information.

**b. Forest Service Contract**

The Forest Service contract was presented to the Board by Commissioner Gentry and County Attorney Donny Laws provided counsel regarding the contract which provides funding for the fire chaser in the County. Discussion was had by the Board and Finance Officer Kary Ledford with counsel being provided by County Attorney Donny Laws regarding the funding provided by the County for the contract.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to approve the contract with the Forest Service. (Attachment 18.2)

**c. Resolution to Delegate Leasing Authority to County Manager**

Commissioner Gentry presented and discussed the request by Big Indie Alpha for the use of the area in front of the Child Support building in Marshall for a filming production. Counsel was provided by County Attorney Donny Laws who noted that the Board has the option to delegate leasing authority to the County Manager for short term basis with a report being given to the Board after authorization in order to simplify the process.

Discussion was had by the Board regarding Big Indie Alpha's current request as well as counsel being provided by County Attorney Donny Laws.

Upon motion by Chairman Snelson with the Resolution Delegating Leasing Authority to the County Manager being read into record by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to adopt. (Attachment 18.3)

**d. Solid Waste Ordinance Amendment Consideration**

Commissioner Gentry discussed proposed amendments to the Solid Waste Ordinance for consideration. He noted that additional recommendations would be reviewed and the item would be added to the next Board of Commissioners meeting with counsel being provided by County Attorney Donny Laws.

**e. Approval of Bidding by Electronic Advertisement**

Commissioner Gentry presented and discussed the request approval of bidding by electronic means noting that new equipment for the landfill is being considered for purchase and this approval would aid in the process. Counsel was provided by County Attorney Donny Laws who discussed the process for purchasing the equipment which would be in excess of \$90,000.00 and discussed the Resolution to Authorize the Use of Electronic Advertisement for Contracts Subject to G.S. 143-129.

Upon motion by Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 18.4)

**f. Computer Software Review**

Commissioner Gentry discussed computer software that would allow for a master database to record property transfers, zoning information, and building permits in one location to work with the Register of Deeds, and the Inspections and Planning Departments. He noted that more information will be to follow.

**g. County Owned Surplus Property**

Commissioner Gentry presented and discussed four bids received for County owned surplus property for parcels located near the airport at Wolf Laurel. Discussion was had by the Board and County Clerk Mandy Bradley regarding the bids received for the property. Counsel was provided by County Attorney Donny Laws regarding means to potentially market and sale County owned surplus properties.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to reject the offer.

Discussion was had by the Board and Clerk Mandy Bradley regarding the bids.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to reject bid number two.

Upon motion by Commissioner Garrison and second by Vice-Chairman Goforth, the Board voted unanimously to reject bid number three.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to reject bid number four.

Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to authorize the Interim County Manager to pursue opportunities to contract with a realtor for advertisement and sale of said properties, surplus.

#### **h. County Board Appointments**

Commissioner Gentry presented and discussed vacancies for County Boards including the Housing Authority Board and the Transportation Advisory Board. Discussion was had by the Board and Clerk Mandy Bradley regarding applications received.

Commissioner Gentry requested to hold the Housing Authority vacancy due to lack of geographical representation as previously discussed. Upon motion by Commissioner Wechtel and second by Commissioner Garrison, with discussion being had by the Board, the Board voted opposed 3-2 to move on with it with Chairman Snelson, Vice-Chairman Goforth, and Commissioner Gentry voting in the negative. Further discussion was had by the Board.

In the matter of the Transportation Advisory Board vacancy, upon motion by Commissioner Gentry and second by Commissioner Garrison with Commissioner Wechtel clarifying that the applicant is Connie Harris, the Board voted unanimously to take the applicant who has been submitted to serve on that, to fill that slot with that individual.

#### **i. Personnel**

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to enter into closed session for personnel and attorney-client privilege pursuant to NCGS 143-318.11 (a) (3) and 143-318.11 (a) (6) at 10:19 p.m.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to return to open session at 11:50 p.m.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to reappoint our Tax Collector for one year.

Human Resources Director Brooke Ledford requested on behalf of the Solid Waste Department, the hire of Billy Davis as the Operations Administrator. Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to approve.

Human Resources Director Brooke Ledford requested on behalf of the Solid Waste Department, the hire of David Norton as the Recycle Truck Driver. Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to approve.

Human Resources Director Brooke Ledford requested on behalf of the Animal Shelter, the hire of Scarlett Shipman and Timothy Hardin as Animal Shelter Technicians. Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to approve.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board authorized the County Manager and Attorney to work to amend the contract for the Center for Rural Health innovation from the previous per unit per structure rate to a rate of \$110 an hour for the nurse practitioner as we continue through the current outbreak mitigation.

Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously that we develop a Developmental Services Director position and put it out.

**Agenda Item 19: Adjournment**

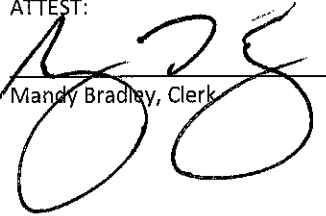
Upon motion by Commissioner Gentry and second by Chairman Senslon, the Board voted unanimously to adjourn the meeting at 11:52 p.m.

This the 14th day of September, 2021.

MADISON COUNTY

  
Mark Nelson, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk



Madison County Board of Commissioners  
Agenda  
September 14, 2021

Attachment 11

7:00 P.M. Meeting Called To Order

Pledge of Allegiance  
Moment of Silence

1. Agenda Approval
2. Approval of August 3, 2021 (Special) Minutes; August 3, 2021 (Regular) Minutes; August 24, 2021 (Special) Minutes
3. Public Comment
4. April Riddle, North Carolina Department of Insurance  
Insurance Update
5. Matt Wechtel, Commissioner  
Constitution Week Proclamation
6. Tammy Cody, Health Director  
COVID-19 Update
7. Golden Leaf Project Presentations for Consideration
  - a. Alice Mcvey, Spring Creek Community Center Building Renovation
  - b. James Huey, Madison County Schools Career Technical Education Program Expansion
  - c. Elizabeth Ayers, North Carolina Cooperative Extension-Madison County Center Value Added Kitchen Expansion
8. Public Hearing-Economic Development Site Development Consulting Agreement
  - a. Site Development Presentation, Sara Nichols
  - b. Public Comment
  - c. Discussion
  - d. Consideration of Approval
9. Chris Maney, Parks and Recreation Director  
Barnard Park Funding Letter and Resolution
10. Tyler Ross, Soil and Water Conservation Director
  - a. Appalachian Ranger District Non-Native Invasive Species Treatment Contract
  - b. North Carolina Emergency Watershed Protection Program Assistance Request
11. Public Hearing-Madison County Transportation Authority Grant Funding
  - a. Public Transportation Program Grant Presentation, Daniel Metcalf
  - b. Public Comment
  - c. Discussion
  - d. Resolution Adoption Consideration
12. Daniel Metcalf, Transportation and Operations Director
  - a. Madison County Transportation Authority System Safety and Continuity of Operations Plan
  - b. Updated Rider Policy
  - c. Updated Funds Management Policy
13. Brooke Ledford, Human Resources Director  
2022 Proposed Holiday Schedule
14. Lori Ray, Tax Collector
  - a. Annual Settlement of 2020 Taxes
  - b. Order of Collection 2021 Taxes
15. Kary Ledford, Finance Officer
  - a. Budget Amendment #3
  - b. Financial Report

16. Diana Norton, Tax Assessor  
Tax Refunds and Releases
17. Donny Laws, County Attorney  
Boyette-Sluder Property Issue, Long Branch Road
18. Norris Gentry, Commissioner/Interim County Manager
  - a. County Manager's Update
  - b. Forest Service Contract
  - c. Resolution to Delegate Leasing Authority to County Manager
  - d. Solid Waste Ordinance Amendment Consideration
  - e. Approval of Bidding by Electronic Advertisement
  - f. Computer Software Review
  - g. County Owned Surplus Property
  - h. County Board Appointments
  - i. Personnel
19. Adjournment



# Madison County Commissioners Meeting Public Comment

September 14, 2021

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

----- Public Comment Sign-In Sheet -----

1. <sup>Name</sup> Stephanie Kelley

<sup>Signature</sup> Stephanie Kelley

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# Proclamation for Constitution Week

**WHEREAS:** September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebration which will commemorate the occasion; and

**WHEREAS:** Public law 915 guarantees the issuing of a proclamation each year by the president of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Madison County by virtue of the authority vested in me Board of Commissioners hereby proclaim the week of September 17 through 23 as

## CONSTITUTION WEEK

**AND** ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Madison County to be affixed this 14<sup>th</sup> day of September of the year of our Lord two thousand 21

Signed Mark Lumber SEAL attest [Signature]



Rebecca Sevier Waddell Chapter

Madison County, NC

August 6, 2021

Norris Gentry, Interim County Manager  
Madison County  
107 Elizabeth Lane  
Marshall, NC 28753

Dear Mr. Gentry:

Sanford Holshouser Economic Development Consulting (SHEDC) is looking forward to working with Madison County on the Industrial Site Identification and Evaluation Project. We believe this effort will greatly enhance Madison County's product inventory and its position in economic development

Please accept this as our Letter of Engagement for project. Attached is the Scope of Work (SOW) for your review. All the provisions of the SOW are incorporated herein and made a part of this Letter of Engagement. The fee for the project will be \$15,000 plus travel and expenses. SHEDC will invoice for the project in three installments: \$5,000 upon engagement, \$5,000 when sites have been selected for evaluation, and the balance upon delivery of the final report. Additionally, accrued travel and expenses will be billed with the final invoice.

I will be the project manager and will coordinate all aspects as defined by the Scope of Work and letter of engagement. Tom Johnson will play a major role in the project and other Sanford Holshouser Partners may offer input and assistance over the life of the project as needed. Sara Nichols will be my primary contact unless I am advised otherwise.

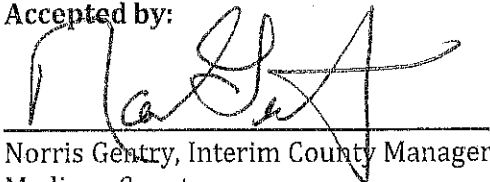
If the terms contained in this Letter of Engagement and Scope of Work are acceptable, please sign below, retain a copy for your files and return a copy to our **Raleigh office: 4141 Parklake Avenue, Suite 200 Raleigh, NC 27612**. We thank you for the opportunity work with you on this exciting project.

Sincerely,



Rocky Lane  
Managing Partner

Accepted by:

  
\_\_\_\_\_  
Norris Gentry, Interim County Manager  
Madison County

9/14/2021  
Date

STATE OF NORTH CAROLINA

RESOLUTION

COUNTY OF MADISON

**WHEREAS**, generous benefactors have previously created a trust fund being held by the Community Foundation of Western North Carolina for the benefit of Barnard Park; and

**WHEREAS**, the County has been advised by the Community Foundation that there is currently \$1020.00 of Income available from the said trust fund; and

**WHEREAS**, the Community Foundation has approved the utilization of such funds for enhancing the park by the purchase of such items as gravel for the parking areas and preservation of the Park; and

**WHEREAS**, the County of Madison is of the opinion that the utilization of such funds in the Park in such a fashion would be a great benefit to the Park; and

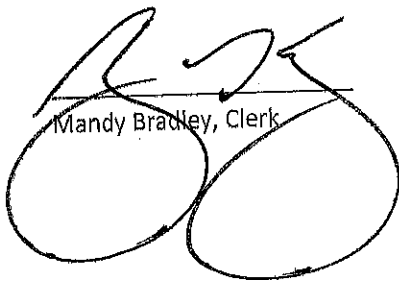
**WHEREFORE**, the County of Madison does hereby approve and request the Community Foundation to distribute the aforesaid \$1020.00 to the County of Madison for the specific purpose of purchasing aforementioned items to enhance the maintenance and preservation of the Park.

This the 14th day of September, 2021.

MADISON COUNTY

By: Mark Snelson  
Mark Snelson, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk



## Madison County Administration

PO Box 579  
Marshall, NC 28753  
(828) 649-2854  
[www.madisoncountync.gov](http://www.madisoncountync.gov)

September 14, 2021

Community Foundation of Western North Carolina  
4 Vanderbilt Park Drive  
Asheville, NC 28803

Greetings,

Please accept the request on behalf of the Madison County Board of Commissioners for the disbursement of funds totaling \$1020.00 to benefit Barnard Park on the French Broad River.

The purpose of the funds will be for the maintenance and preservation of the Park as the funds will be used to complete necessary improvements including installation of gravel for parking areas.

Please see the enclosed Resolution approved by the Board of Commissioners on September 14, 2021. Thank you for your willingness to fund such projects for the preservation of this space so that it may be enjoyed for generations to come.

Sincerely,

A handwritten signature in black ink that reads "Mark Snelson". The signature is written in a cursive style with a large, prominent "M" and "S".

Mark Snelson, Chairman  
Board of Commissioners  
Madison County, NC



**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

Steven W. Troxler, Commissioner

**Contract Check Off List for Grantee (Government/University)**

**INSTRUCTIONS:** Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** County of Madison

**PROJECT TITLE/NAME:** Appalachian Ranger District Non - Native Invasive Species Treatments

**CONTRACT #:** 22-005-4003

GO Entities Only Check One Box	Document Title		Department Use – Documents Attached or On File		Grants and Contracts- Documents Attached or On File	
	Yes	No	Yes	No	Yes	No
		Contractual "Check Off List for Grantee	Yes	No	Yes	No
		Contract Cover (To be signed, dated & witnessed)	Yes	No	Yes	No
		Attachment A – General Terms and Conditions – Government/University	Yes	No	Yes	No
		Attachment B – Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	No
		Attachment C – Certifications and Assurances Section	Yes	No	Yes	No
		Attachment D – NC OpenBook Supplemental Information	Yes	No	Yes	No
		Attachment E – Signature Card	Yes	No	Yes	No
		Attachment F – W-9 Tax Information	Yes	No	Yes	No
		Attachment G – Vendor Electronic Payment Form	Yes	No	Yes	No
		Attachment H – FFATA Data Reporting Requirements (if applicable)	Yes	No	Yes	No
		Attachment I – Federal Regulations (if applicable)	Yes	No	Yes	No





**Federal Grant Award Pass Through Requirements for SubRecipient**

Contract # 22-005-4003

**This grant is a subaward of a federal grant.**

Federal Award Identification Number: 21-GN-11081100-300

Federal Award Date (date signed by federal authorizing official): 8/4/2021

Total Amount of Federal Award to NCDA&CS: 6,394.48

Name of Federal Awarding Agency: USDA

CFDA Number and Program Name: 10.691

Indirect Cost Rate for Federal Award: N/A

Awarding Agency Name: NCDA&CS

Awarding Official Name: N David Smith

Awarding Official Contact Info: 919-707-3031

Subrecipient Name (must match DUNS name): Madison County SWCD

Subrecipient DUNS:

Subaward Period of Performance: Start Date September 1, 2021 End Date May 15, 2021

Amount of Federal Funds Obligated to Subrecipient by this Action: \$6,394.48

Total Amount of Federal Funds Obligated to Subrecipient by the Agency: \$6,394.48

Subaward Project Title: Appalachian Ranger District Non-Native Invasive Species Treatment

Award is R&D: No

All Requirements: See scope of work, Attachment B and federal statutes, regulations and terms and conditions, Attachment B.

Additional Requirements: Required financial and performance reports (See Contract Section \_\_\_\_)

Subrecipient Indirect Cost Rate (or 10% de minimis):

Access to Subrecipient's Records and Financial Statements: See Contract General Terms and Conditions

Terms and Conditions of Closeout of Subaward: See Code of Federal Regulations Title 2, Subtitle A, Chapter II §200.343-5 Closeout, adjustments, continuing responsibilities and collection of amounts due

Risk Evaluation Complete: Yes/No

Specific Conditions, if any:

Subrecipient's Cumulative Prior Year Federal Expenditures > \$750,000: Yes/No

Audit verified?

STATE OF NORTH CAROLINA  
COUNTY OF WAKE



Departmental Use Only

CENTER: 16113790  
ACCOUNT: 536218  
AMOUNT: \$6,394.48  
FED AWARD #: 21-GN-11081100-300  
CFDA: 10.691

## North Carolina Department of Agriculture and Consumer Services Division of Soil & Water Conservation

### Appalachian Ranger District Non-Native Invasive Species Treatments – Government

CONTRACT # 22-005-4003

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation**, (the "Agency") and **County of Madison** ("Grantee") and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000316 and is physically located in Madison County, and is further located at 4388 Hwy 2570 Suite 2 Marshall, NC 28753.

The purpose of this Contract is to treat invasive species as part of the habitat restoration projects across the district. The Grantee's project title is Appalachian Ranger District Non-Native Invasive Species Treatment. This Contract is funded by **a grant from USDA Forest Service, Good Neighbor Agreement, 10.691, for research and development**. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

#### Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

**(This section may change according to your program. The documents listed in this section must match the documents listed on the Contract Check Off List.)**

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)
9. FFATA Data Reporting Requirements (Attachment H)
10. Federal Regulations (Attachment I)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**I. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**II. Effective Period:**

This Contract shall be effective on September 1, 2021 and shall terminate on May 15, 2026, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

**III. Grantee's Duties:**

The Grantee shall provide the services as described in Attachment B, Scope of Work.

**IV. Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$6,394.48.

This amount consists of \$ 6,394.48 in federal funds.

[ ] a. There are no matching requirements from the Grantee.

The total Contract amount is \$ 6,394.48.

**V. Conflict of Interest Policy:** The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

**VI. Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

**VII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**VIII. Reporting Requirements:**

(1) Agency:

a) **Performance Reports:** Grantee shall submit semiannual programmatic reports. These reports are due within 30 days of March 31 and September 30 until completion of the project. A Final Performance Report is due within 60 days following the expiration or termination date of this Contract.

(2) Federal: (applies to federal funds only)

FFATA: Congress passed the Federal Funding Accountability & Transparency Act (FFATA) in 2006 with the objective to promote open government by enhancing the federal government's accountability for its stewardship of public resources. The Grantee shall complete the FFATA Data Reporting Requirements, Attachment L, and if applicable, register in the Central Contractor Registration Database at <https://www.sam.gov>.

CFR Title 2, Part 200: Any Grantee that receives \$750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's CFR Title 2, Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports must be uploaded to the website for the Federal Audit Clearinghouse (FAC). Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Grantees that receive less than \$750,000 in federal funds during its fiscal year from any source, are exempt from federal audit requirements for that year, except as noted in Subpart F Audit Requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

**IX. Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

**X. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<p>Maegan Trimnal, Administrative Officer 1060 Mail Service Center Raleigh, NC 27699-1060</p> <p>Telephone (919)707-3775 Fax: N/A Email: <a href="mailto:maegan.trimnal@ncagr.gov">maegan.trimnal@ncagr.gov</a></p>	<p>Maegan Trimnal, Administrative Officer 216 W Jones St. Raleigh, NC 27603</p>

**For the Grantee:**

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
<p>Kary Ledford Finance Officer Madison County 107 Elizabeth Lane  Marshall, NC 28753  (828)649-2854 ext.4, <a href="mailto:kledford@madisoncountync.gov">kledford@madisoncountync.gov</a></p>	<p>Tyler Ross District Director Madison County Soil and Water Conservation District  4388 Hwy 25 Ste. 2 Marshall, NC 28753 (828)649-9099 ext.3 <a href="mailto:tross@madisoncountync.gov">tross@madisoncountync.gov</a></p>

**XI. Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XII. Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements;
- b. Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

**XIII. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

**XIV. N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

XV. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Madison County Soil and Water Conservation District  
Grantee: \_\_\_\_\_

Clyde Hagan \_\_\_\_\_ September 14, 2021  
Clyde Hagan, Chairman Madison County Soil and Water Conservation District Date

Clyde Hagan \_\_\_\_\_  
Clyde Hagan Title

**Witness:**

Norris Gentry \_\_\_\_\_ September 14, 2021  
Norris Gentry, Interim County Manager Date

Norris Gentry \_\_\_\_\_  
Printed Name Title



**North Carolina Department of Agriculture and Consumer Services**

\_\_\_\_\_  
Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner



## ATTACHMENT B

### Scope of Work and Budget

The Madison Soil & Water Conservation District will complete the following activities and supply the following deliverables:

1. Attend mandatory preseason meeting(s) with the NFs in NC.
2. Treat invasive plant species at the Appalachian Ranger District Office - 9 acres.
3. Treat invasive plant species along the Laurel River Trail- 2 acres.
4. Provide spatial location, or maps, of treatment locations, efficacy results and herbicide use reports to the USFS staff at the completion of each season.
5. Coordinate with Division staff, as needed, on issues and concerns
6. Provide semiannual progress reports to the Division on March 31, and September 30, communicating progress towards completion and reason for delay if progress is behind schedule. The report shall also include justification for any requested changes to the Scope of Work.
7. Submit to the Division a final progress report and Request for Reimbursement Form signed by the Division Representative for labor, travel and supplies. The Request for Reimbursement Form shall be accompanied by supporting documentation for all expenses including trip reports, staff time reports, and travel expenses according to applicable mileage reimbursement rates for the county.

#### CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity	Maximum Amount Awarded
Supplies	2,150
Salaries/Labor	3,864
Travel Expenses	380.48
<b>Total</b>	<b>6,394.48</b>

**PUBLIC SECTOR CONTRACTS (Including Local Governments)****General Terms and Conditions****DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### **Relationships of the Parties**

**Independent Contractor:** The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### **Indemnity**

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

### **Default and Termination**

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

**Executive Order 24:** In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Miscellaneous**

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

**Indirect Costs Policy:** The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

**Allowable Uses of State Funds:** Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

## Certifications and Assurances

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### CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

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#### 1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

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#### 2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

USFS Appalachian Ranger District Office

632 Manor Dr, Mars Hill, NC 28754

### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

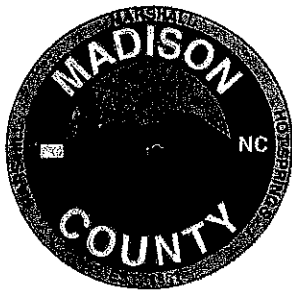
## Signature Card



### CONTRACT & FINANCIAL DOCUMENTS

<p><b>INSTRUCTIONS:</b> Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.</p>	
<b>SECTION I.</b>	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
<b>SECTION II.</b>	
<p><b>Certification:</b>                  By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.</p>	
<b>NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)</b>	
<b>Board Chair, Executive Director, etc.</b>	<b>Financial Representative, Treasurer, etc.</b>
Print Name & Title:	Print Name & Title:
Signature:	Signature:
<b>GOVERNMENTAL ENTITIES (Must match Contract signature)</b>	
<b>Authorized Governmental Official</b>	<b>Chief Fiscal Officer</b>
Print Name & Title: J. Tyler Ross, District Director	Print Name & Title: Kary Ledford, Financial Officer
Signature:	Signature: <i>Kary Ledford</i>





9/14/21

Mr. Timothy Beard  
Natural Resources Conservation Service  
4407 Bland Road, Suite 117  
Raleigh, North Carolina 27609

Dear Mr. Beard:

We request Federal assistance under the provisions of section 216 of the Flood Control Act of 1950, Public Law 81-516 or section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in Madison County by Tropical Storm Fred on August 17th. This work is needed to safeguard lives and property from an imminent hazard of debris and other adverse watershed impairments that are present as a result of Tropical Storm Fred.

We are a unit of local government with a legal interest in or responsibility for the values threatened by the watershed emergency. We understand, as sponsors of emergency watershed protection measures, that our responsibilities will include:

- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity.
- Obtaining any necessary real property rights, water rights, and regulatory permits.
- Agreeing to provide for any required operation and maintenance of the completed emergency measures.

We have exhausted or have insufficient funding or other resources available to provide adequate relief from applicable hazards. We acknowledge that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

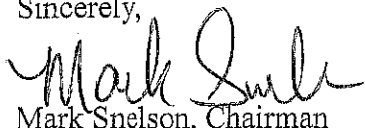
Norris Gentry  
Interim County Manager  
[ngentry@madisoncountync.gov](mailto:ngentry@madisoncountync.gov)  
(828)649-2854

Mandy Bradley  
Assistant to the County Manager  
[mbradley@madisoncountync.gov](mailto:mbradley@madisoncountync.gov)  
(828)649-2854

Tyler Ross  
District Director, Madison County Soil and Water Conservation District  
[tross@madisoncountync.gov](mailto:tross@madisoncountync.gov)  
(828)7130-3100, (828)649-2854

Please contact them for any additional information that you might need in assessing our request.

Sincerely,

A handwritten signature in cursive script that reads "Mark Snelson".

Mark Snelson, Chairman  
Board of Commissioners  
Madison County, NC

## PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed FY23 Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than October 8, 2021. The public hearing will be held on September 14, 2021 at 7:00 p.m. before the Madison County Board of Commissioners. Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact Daniel Metcalf on or before September 13, 2021 by 4:30 p.m., at telephone number 828-649-2219 or via email at [dmetcalf@madisoncountync.gov](mailto:dmetcalf@madisoncountync.gov).

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

The total estimated amount requested for the period July 1, 2022 through June 30, 2023.

**NOTE: Local share amount is subject to State funding availability.**

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ 128,164	\$ 19,225 (15%)
Operating (5311)	\$	\$ (50%)
Capital (Vehicles & Other)	\$ 85,800	\$ 8,580 (10%)
5310 Operating	\$ 54,410	\$ 27,205 (50%)
Other _____	\$	\$ ( %)
<b>TOTAL PROJECT</b>	<b>\$ 268,374</b>	<b>\$ 55,010</b>

**Total Funding Request**

**Total Local Share**

This application may be inspected at Madison County Transportation Authority 387 Long Branch Road, Marshall, NC 28753 from 8:00am to 4:30pm. Written comments should be directed to Daniel Metcalf before 4:30pm on September 13, 2021.

*End of Notice*

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

FY2023 COMMUNITY TRANSPORTATION PROGRAM GRANT APPLICATION  
 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 FEDERAL SECTION 5311 & STATE FUNDING  
 TRANSIT SYSTEM DESCRIPTION

Check If New Sub-Recipient

1. GENERAL INFORMATION

APPLICANT'S LEGAL NAME:

APPLICANT'S CONGRESSIONAL DISTRICT:  *If incorrect, enter correct primary district:*

*If Applicant's city is included in more than one district, enter primary district only*

MAILING ADDRESS:

*PO Box or Street Address*

*City, State Zip (9-digit zip)*

PHYSICAL ADDRESS:

*Street Address*

*City, State*

TAXPAYER IDENTIFICATION NUMBER:

DOING BUSINESS AS (DBA) NAME:

*Normally the transit system name, if different than applicant name*

APPLICANT DUNS NUMBER:

*Unique 9-Digit number issued by Dun & Bradstreet. May be obtained free of charge at:  
<http://fedgov.dnb.com/webform>*

DUNS NUMBER OF PARENT AGENCY:

*Required only if different than Applicant*

CONTACT PERSON:

PHONE NUMBER:

*Area Code & Phone Number*

FAX NUMBER:

*Area Code & Phone Number*

EMAIL ADDRESS:

SERVICE AREA'S CONGRESSIONAL DISTRICT:  *If incorrect, enter correct primary district:*

*If Service Area is included in more than one district, enter primary district only*

SERVICE AREA:

FEDERAL FINANCIAL ASSISTANCE  
 TRANSPARENCY ACT (FFATA):

FFATA mandates the disclosure of the names and total compensation of the five most highly compensated officers of an entity if:

- The Applicant received 80% or more of its annual gross revenues in the preceding fiscal year from the federal government (all federal sources, not just FTA); **and**
- Those revenues were greater than \$25M; **and**
- The public **does not** have access to the information through Securities and Exchange Commission or Internal Revenue Service filings as specified in FFATA.

Applicant should select "Yes" if they are subject to the reporting requirements of FFATA and "No" if they are not subject to Executive Compensation Reporting.

EXECUTIVE COMPENSATION REPORTING: If "Yes" is selected above, enter the Names and Compensation amounts for the top five officers of the Applicant.

1.	<input type="text" value="Enter full name"/>	\$ -
		Total compensation
2.	<input type="text" value="Enter full name"/>	\$ -
		Total compensation
3.	<input type="text" value="Enter full name"/>	\$ -
		Total compensation
4.	<input type="text" value="Enter full name"/>	\$ -
		Total compensation
5.	<input type="text" value="Enter full name"/>	\$ -
		Total compensation

2. TYPE OF APPLICANT

Public County Government

3. TYPE OF TRANSIT SYSTEM

Single-County

4. TYPE OF SERVICE -- (check all that apply)

Demand Response

Fixed Route

Subscription

Other: (specify below)

Deviated Fixed Route

5. SERVICE OPTIONS -- (check all that apply)

General Public

Brokerage (Contractual service not a referral)

Human Service

Other: (describe below)

6. PURCHASE SERVICE - List agencies that purchase service from the transit system. Note: List agency ONCE

Agency

Agency 2

1 Name:

Name:

Check if agency purchased service last year  
List Programs Served:

Check if agency purchased service last year  
List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency

Agency 4

3 Name:

Name:

Check if agency purchased service last year  
List Programs Served:

Check if agency purchased service last year  
List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency

Agency 6

5 Name:

Name:

Check if agency purchased service last year  
List Programs Served:

Check if agency purchased service last year  
List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency

Agency 8

7 Name:

Name:

Check if agency purchased service last year  
List Programs Served:

Check if agency purchased service last year  
List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Agency

Agency

9 Name:

10 Name:

Check if agency purchased service last year  
List Programs Served:

Check if agency purchased service last year  
List Programs Served:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

4) \_\_\_\_\_  
5) \_\_\_\_\_

4) \_\_\_\_\_  
5) \_\_\_\_\_

Check box at left if you serve more than 10 agencies and complete Continuation worksheet.

**7. REVENUE VEHICLE INVENTORY BY CATEGORY**

→ Important - (If a vehicle has been replaced and the transit system has received the title from IMD, the vehicle should not be included in this inventory. Identify vehicles awaiting disposition in 8B below.)

<u>2</u>	Center Aisle Van	_____	20-Ft LTV (Cutaway) (no lift)
_____	Conversion Van	_____	20-Ft LTV (Cutaway) (w/lift)
<u>8</u>	Lift-Equipped Van	_____	22-Ft LTV (Cutaway) (w/lift)
_____	Minivan (no ramp)	_____	25-Ft LTV (Cutaway) (w/lift)
<u>1</u>	Minivan (w/ramp)	_____	28-Ft LTV (Cutaway) (w/lift)
_____	Crossover (4/All-wheel drive)	_____	Sedan
_____	Transit Bus	_____	Other: (describe below)

**8. FLEET SIZE**

**A. ACTIVE FLEET**

11 Total **Revenue** Vehicles in Fleet  
 \_\_\_\_\_ Backup **Revenue** Vehicles  
 \_\_\_\_\_ Total Lift-Equipped Vehicles

**B. INACTIVE FLEET**

\_\_\_\_\_ Enter number of vehicles **awaiting** disposition. This includes vehicles for which replacements have been received and titles have been received from IMD. It also includes fleet reductions for which titles have been received from IMD.

**9. DAYS AND HOURS OF SERVICE** (Check all that apply and enter corresponding service hours):

DAYS	Beginning Time	SERVICE HOURS	Ending Time
<input type="checkbox"/> Seven (7) days per week <i>or</i>	_____	_____	_____
<input checked="" type="checkbox"/> Monday - Friday	5am	_____	5pm
<input type="checkbox"/> Saturday	_____	_____	_____
<input type="checkbox"/> Sunday	_____	_____	_____
<input type="checkbox"/> Holiday	_____	_____	_____

**10. SYSTEM MANAGEMENT & OPERATION**

A. Is the **Management/Administration** of the transit system currently subcontracted? \_\_\_\_\_

If **yes**, answer the following:

Name of the Management provider: \_\_\_\_\_

When will the new RFP process begin? \_\_\_\_\_

Are employees of the subcontractor represented by a labor organization (union)? \_\_\_\_\_

If **so**, provide the following:

Name of Union: \_\_\_\_\_  
*Example: Amalgamated Transit Union Local #1457*

B. Is the **Operation** of the transit system currently subcontracted? \_\_\_\_\_

If **yes**, answer the following:

Name of the service provider: \_\_\_\_\_

When will the new RFP process begin? \_\_\_\_\_

Are employees of the subcontractor represented by a labor organization (union)? \_\_\_\_\_

If **so**, provide the following:

Name of Union: \_\_\_\_\_  
*Example: Amalgamated Transit Union Local #1457*

C. Does **another** public transit system contract with your system for any part of its service? \_\_\_\_\_

If **yes**, answer the following:

Name of the public transit system: \_\_\_\_\_

Type of service that you provide: \_\_\_\_\_

Are employees of the **other** transit system **or** its subcontractor(s) represented by a labor union? \_\_\_\_\_

If **so**, provide the following:

Name of other system's subcontractor (if applicable): \_\_\_\_\_

Name of Union: \_\_\_\_\_  
*Example: Amalgamated Transit Union Local #1457*

11. PUBLIC INVOLVEMENT – Please complete the chart below to document outreach efforts.

	Organizations / Events	Date / Time	Location	Number of Attendees	Primary Audience	Number Title VI Forms Completed
1)	Board of Commissioners Meeting	9-14-2021	258 Carolina Lane, Marshall, NC 28753		General Public	
2)						
3)						
4)						
5)						
6)						
7)						
8)						
9)						
10)						
11)						
12)						
13)						
14)						
15)						

A. Is a governing board approved, formalized, public involvement plan in use? \_\_\_\_\_

If yes (complete questions below)

Is that plan evaluated and updated at least annually? \_\_\_\_\_

Does that plan have defined objectives? \_\_\_\_\_

Are those objectives being met? \_\_\_\_\_

If no – Describe below how the effectiveness of the public involvement efforts are evaluated and/or improved.

B. Describe Public Outreach Methods:

Select the ONE word that most accurately completes the sentence



Information dissemination is Always written.

Public meeting times are Usually between 8 AM and 5 PM.

Information is Always available in an audible format.

Information is Never available in a language other than English.

Reasonable access is Always available for those with a disability.



12. ADMINISTRATIVE CHANGES - Describe administrative changes to be incorporated during FY2023 in the space below. A new job description must be attached for (1) any new administrative positions or (2) any increase in the percentage of a position dedicated to transportation.  
If NONE check here:  Check here if job description(s) attached:

13. SERVICE CHANGES - Describe any service changes and/or provide justification/need for expansion vehicle(s) in the space below.  
If NONE check here:

FY2023 - Complete Project Funding Request Form for FY 2023

(Note: Include in your description the rationale for the anticipated change in service. For example, the anticipated change is due to customer feedback, marketing or other efforts.)

How will the public be notified of the service changes described above?

How much lead-time is given before service changes take effect?

Applicant:

Madison County Transportation Authority

Number of Projected TAB Meetings for FY 2023:

Number of TAB Meetings held in FY2022 as of:

2000 Census data used for Disabled Calculations  
 2005-2009 ACS Estimates used for Elderly & Low Income Calculations  
 2010 Census data used for Minority & Origin Calculations

Service Area Demographics			
Elderly	Minority	Disabled	Low Income
24%	4%	20%	13%
			Hispanic or Latino
			2%

TAB Member's Name	What best describes the role or position of this board member in the community?										This person knows the transportation				Board Service			
	<i>Select only one description per board member</i>										<i>check as many as apply</i>				<i>Current Term Status</i>			
	Human Service or Non-Profit Agency	Transportation Provider	Business	Gvmt or Gvmt Affiliate	Transit User	General Public	Elderly	Disabled	Minority or	Limited	Low Income	Year Term Began	Year Term Ends	Appointed or Selected	# Years Served			
1 Daniel Metcalf	Other					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2020	2024	A	3				
2 Kathy Proffitt	Other					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2016	2024	A	7				
3 Matt Wechtel			Elected Official			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2018	2024	A	5				
4 Connie Harris	DSS					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2022	2024	A	1				
5 Vickie Eastland		Other				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2016	2024	A	7				
6 Claudia Reavis		Chamber of C				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2019	2024	A	4				
7 Dale Flynn					Gen Public Passer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2020	2024	A	3				
8 LinDa Campbell			Government Staff			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2022	2024	A	1				
9 Tommy Justice			Other			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2021	2023	A	2				
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
#						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								

SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects  
TITLE VI PROGRAM REPORT

Legal Name of Applicant: Madison County Transportation Authority  
(Complete either Part A or Part B; and Part C)

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 Madison County Transportation Authority during the period July 1, 2020 through June 30, 2021.

X Mark Snelson  
Signature of Authorized Official

September 14, 2021  
Date

Mark Snelson, Chairman of the Madison County Commissioners  
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, 2020 through June 30, 2021.

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

(Attach an additional page if required.)

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

\_\_\_\_\_  
Date

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

Part C - Title VI Plan

Do you currently have a Title VI Plan: Yes    Date of last plan update: February 11, 2020

**DBE GOOD FAITH EFFORTS CERTIFICATION**

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

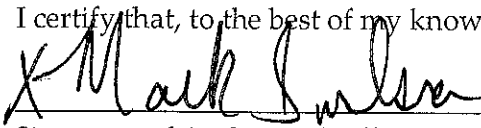
**DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:**

Required by IMD	Check all that apply	Description
*	<input checked="" type="checkbox"/>	Write a letter/email 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 checked="" 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 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="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.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 <https://www.ebs.nc.gov/VendorDirectory/default.html>

**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.

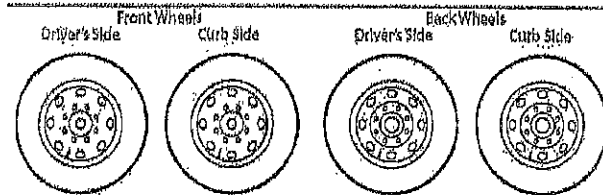
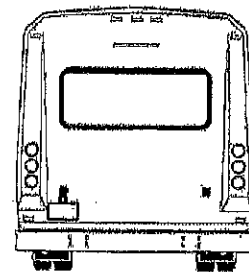
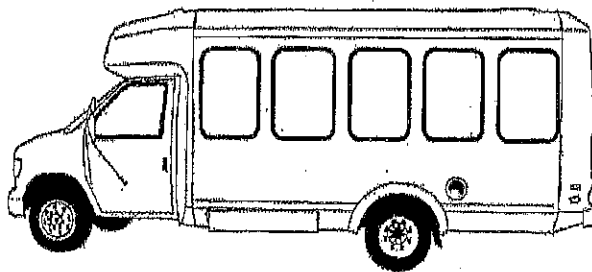
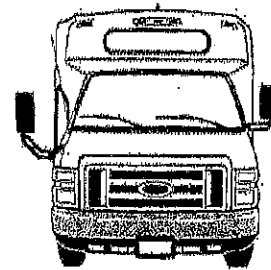
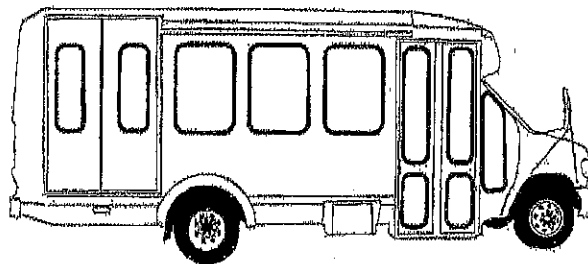
  
 \_\_\_\_\_  
 Signature of Authorized Official

September 14, 2021  
 Date

Mark Snelson, Chairman of the Board of Commissioners  
 \_\_\_\_\_  
 Type Name and Title of Authorized Official

(LAST REVISED SEPTEMBER 14, 2021)

**Madison County Transportation Authority**  
**PUBLIC**  
**TRANSPORTATION**  
**SYSTEM SAFETY PLAN (SSP)**



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## THE SIX PLANS

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# WELCOME!

This sample program is provided to assist you as an employer in developing programs tailored to your own operation. We encourage you to copy, expand, modify and customize this sample as necessary to accomplish your goals.

Think about your responsibility as someone who serves the transportation needs of the public: the men, women and children of your community. While you're not a member of the police or fire department, your unique job requires you to be responsible for the safety and security of your customers and in some cases, the community at large.

In an emergency, you may not be free to go home right away to look after your family. As part of your public service, you may be obligated to ensure that your customers are given every opportunity to overcome the emergency safely and quickly. Your agency may also be an integral part of the community or region's emergency evacuation plan, requiring you to play a role in safely and efficiently moving people to shelters from flooded or other endangered areas.

By anticipating emergency situations and knowing how to manage them, you will be better prepared to serve your customers and the public. Just as important, you will be prepared to protect the safety and security of your family while you are working. It goes without saying—emergency preparedness is important to you, your family, and your customers.

- *Protect yourself and assist your customers if disaster strikes*
- *Protect your family if you are at work*
- *Stock and maintain job and home preparedness kits*

Even after you have become familiar with the contents of this plan, it may be useful for you to occasionally review the material and certain sections. Enter the date each Plan was revised at the bottom of the 1<sup>st</sup> page (title page) of each Plan, each time it is updated and distribute to the appropriate employees.

Remember: A written System Safety Plan (SSP) is only effective if it is put into place!

# EMERGENCY ACTION PLAN

(Ref: 1910.38)



September 14, 20201

**INTRODUCTION:**

This document is a plan to prepare for workplace emergencies. By auditing the workplace, training employees, obtaining and maintaining the necessary equipment, and by assigning responsibilities, human life and company resources will be preserved. The intent of this plan is to ensure all employees a safe and healthful workplace. Those employees assigned specific duties under this plan will be provided the necessary training and equipment to ensure their safety. This plan applies to emergencies that could be reasonably expected in our workplace such as fire/smoke, tornadoes, bomb threats, leaks, etc.

**EMERGENCY PLAN COORDINATORS:**

Building/Department	Name/Title	Phone #
MCTA Building	Daniel Metcalf/Director	828 649 2219
MCTA Building	Kathy Proffitt, Fiscal Officer	828 649 2219
MCTA Building	Tamara Huffman, Dispatch	828 649 2219

Directors are responsible for the proper inventory and maintenance of equipment. They may be contacted by employees for further information on this Plan.

**PLAN OUTLINE/DESCRIPTION:**

- I. **Means of Reporting Emergencies:** All fires and emergencies will be reported by one or more of the following means as appropriate:
  - a. Verbally to the Director during normal working hours.
  - b. Via telephone if after hours/weekends.
  - c. Via the building alarm system.

**Note: The following emergency numbers will be posted throughout the facility:**

FIRE: 911

LAW ENFORCEMENT: 828 649 2721 (911)

AMBULANCE: 911

- II. **\*Alarm System Requirements:** Alarm system requirements for notifying employees during an emergency are as follows:

Task	Building/Department	Name/Title/Phone#
Fire Extinguisher/Hoses	MCTA	Daniel Metcalf, 828 649 2292
Evacuation Assistant	MCTA	Kathy Proffitt, 828 649 2292
Emergency Shut-down	MCTA	Tamara Huffman, 828 649 2292

- a. Provides warning for safe escape.
- b. Can be perceived by all employees.
- c. Alarm is distinctive and recognizable.
- d. Employees have been trained on the alarm system.
- e. Emergency phone numbers are posted.
- f. Emergency alarms have priority over all other communications.
- g. Alarm system is properly maintained.

- III. **Sounding the Alarm:** The signal for immediate evacuation of the facility will be an All Call. The alternate means of notification will be a whistle.
- IV. **Evacuation Plans:** Emergency evacuation escape route plans (see Appendix A) are posted in key areas of the facility. All employees shall be trained on primary and secondary evacuation routes.
- V. **Employee Accountability:** In the event of an evacuation, all occupants shall promptly exit the building via the nearest exit. Go to your designated assembly point and report to your supervisor. Each supervisor (or designee) will account for each assigned employee via a head count. All supervisors shall report their head count to the MCTA Director.  
Who will be located at MCTA and accessible via cell phone # 828 273 1891
- VI. **Building Re-Entry:** Once evacuated, no one shall re-enter the building. Once the Fire Department or other responsible agency has notified us that the building is safe to re-enter, then personnel shall return to their work areas.
- VII. **Hazardous Weather:** A hazardous weather alert consists of an all call.  
When a hazardous weather alert is made, all employees shall immediately report to the Basement of the MCTA.  
Stay in this area until given the all-clear sign which is an all call.
- VIII. **Training:** The personnel listed below have been trained to assist in the safe and orderly emergency evacuation of employees

Employee training should be provided when:

- this Program Is Initiated
- the responsibilities of essential employees' changes
- when the Program Is revised
- when new employees are hired.

Subjects addressed include:

- a. Emergency escape procedures/routes
- b. Fire extinguisher locations and proper use
- c. Head count procedures
- d. Major facility fire hazards
- e. Fire prevention practices
- f. Means of reporting fires/emergencies (use of alarm systems)
- g. Names/titles of Coordinators
- h. Availability of the plan to employees
- i. Housekeeping practices
- j. No smoking areas
- k. Hazardous weather procedures
- l. Special duties as assigned to Coordinators and those listed above.

Written records shall be maintained of all Emergency Action Plan training.

# FIRE PREVENTION PLAN

September 14, 2021

## I. Policy

Established September 14, 2021  
(date)

Daniel Metcalf, MCTA Director  
(Executive officer)

It is the policy of the Madison County Transportation Authority (MCTA) to provide to employees the safest practical workplace free from areas where potential fire hazards exist. The primary goal of this Fire Prevention Plan is to reduce or eliminate fire in the workplace by heightening the fire safety awareness of all employees. Another goal of this Plan is to provide all employees with the information necessary to recognize hazardous conditions and take appropriate action before such conditions result in a fire emergency.

This Fire Prevention Plan complies with the requirements of 29 CFR 1910.39.

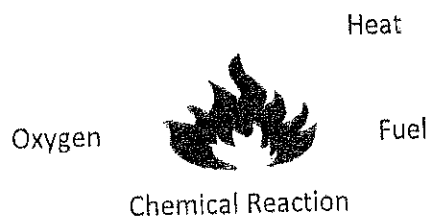
This Plan details the basic steps necessary to minimize the potential for fire occurring in the workplace. Prevention of fires in the workplace is the responsibility of everyone employed by the company, but must be monitored by each supervisor overseeing any work activity that involves a major fire hazard. Every effort will be made by the company to identify those hazards that might cause fires and establish a means for controlling them.

The Fire Prevention Plan will be administered by **MCTA Director** who will compile a list of all major workplace fire hazards, the names or job titles of personnel responsible for fire control and prevention equipment maintenance, names or job titles of personnel responsible for control of fuel source hazards and locations of all fire extinguishers in the workplace. The Plan administrator, or safety officer, must also be familiar with the behavior of employees that may create fire hazards as well as periods of the day, month, and year in which the workplace could be more vulnerable to fire.

This Plan will be reviewed annually and updated as needed to maintain compliance with applicable regulations and standards and remain up-to-date with best practices in fire protection. Workplace inspection reports and fire incident reports will be maintained and used to provide corrections and improvements to the plan. This Plan will be available for employees to view at all times during normal working hours.

## II. CLASSIFICATION

Fire is a chemical reaction involving the rapid oxidation or burning of a fuel. It needs four elements to occur as illustrated below in the tetrahedron. This is described by the following illustration:



The first component of the tetrahedron is fuel. Fuel can be any combustible material such as: solid (such as wood, paper, or cloth), liquid (such as gasoline) or gas (such as acetylene or propane). Solids and liquids generally convert to gases or vapors before they will burn.

Another component of the tetrahedron is oxygen. Fire only needs an atmosphere with at least 16% oxygen.

Heat is also a component of the tetrahedron. Heat is the energy necessary to increase the temperature of the fuel source to a point in which sufficient vapors are emitted for ignition to occur.

The final side of the tetrahedron represents a chemical chain. When these components are brought together in the proper conditions and preparations, fire will develop. Take away any one of these elements, and the fire cannot exist or will be extinguished if it was already burning.

Fires are classified into four groups per sources of fuel: Class A, B, C, and D based on the type of fuel source. Table 1 below describes the classifications of fire which can be used in making hazard assessment.

Class A	Ordinary combustible materials such as paper, wood, cloth and some rubber and plastic materials.
Class B	Flammable or combustible liquids, flammable gases, greases and similar materials, and some rubber and plastic materials.
Class C	Energized electrical equipment and power supply circuits and related materials.
Class D	Combustible metals such as magnesium, titanium, zirconium, sodium, lithium and potassium.

### III. DETERMINING FIRE HAZARDS

This section consists of two steps: first, identifying the existing fire hazards in the workplace and second, acting to resolve them. The inspection checklist, in Appendix A, provides a guide for precise fire-safe practices that must be followed. The location of these major fire hazards are denoted in Appendix C. Also included in Appendix C is a listing of the personnel responsible for the maintenance of the equipment and systems installed to prevent or control fires.

Material hazards shall be identified, as evident on the specific Material Safety Data Sheets (MSDS), and labeled on containers as soon as they arrive in the workplace. The identification system shall also include incorporation into the company's hazard communication program.

#### OXYGEN-ENERGIZED ATMOSPHERES

Oxygen-enriched atmospheres involve operating rooms and anesthesia machines, oxygen tents as used by ambulances, fire and police or rescue squads; hospitals and laboratory supply systems; cutting and welding. If practical, nonflammable anesthetic agents will be used. To prevent dangerous adiabatic heating of flammable anesthetic gases, the cylinder valves will be opened very slowly to allow the gradual introduction of the high-pressure gas downstream from the cylinder valve. This will permit a slow buildup of pressure and hence

temperature. An aid to the identification of hazards associated with medical agents and gases in NFPA 704, Standard Systems for the Identification of the Fire Hazards of Materials.

### INDUSTRIAL TRUCKS

The type of industrial truck being used shall be approved for use within any building storing hazardous materials. All refueling operations shall be conducted outside and away from storage of flammable materials. Areas that are used for maintenance and battery charging of electrical trucks should be separated from storage areas.

### **IV. STORAGE AND HANDLING PROCEDURES**

The storage of material shall be arranged such that adequate clearance is maintained away from heating surfaces, air ducts, heaters, flue pipes, and lighting fixtures. All storage containers or areas shall prominently display signs to identify the material stored within. Storage of chemicals shall be separated from other materials in storage, from handling operations, and from incompatible materials. All individual containers shall be identified as to their contents.

Only containers designed, constructed, and tested in accordance with the U. S. Department of Transportation specifications and regulations are used for storage of compressed or liquefied gases. Compressed gas storage rooms will be areas reserved exclusively for that purpose with good ventilation and at least 1-hour fire resistance rating. The gas cylinders shall be secured in place and stored away from any heat or ignition source. Pressurized gas cylinders shall never be used without pressure regulators.

#### ORDINARY COMBUSTIBLES

- Wooden pallets will not be stacked over 6 feet tall. If feasible, extra pallets will be stored outside or in separate buildings to reduce the risk of fire hazards.
- Piles of combustible materials shall be stored away from buildings and located apart from each other sufficiently to allow firefighting efforts to control an existing fire.

#### FLAMMABLE MATERIALS

- Bulk quantities of flammable liquids shall be stored outdoors and away from buildings. Smaller quantities are subsequently brought into a mixing room where they are prepared for use. The mixing room shall be located next to an outside wall equipped with explosion relief vents. The room shall also have sufficient mechanical ventilation to prevent the accumulation of flammable vapor concentration in the explosive range.
- Small quantities (limited to amount necessary to perform an operation for one working shift) of flammable liquids shall be stored in, and dispensed from, approved safety containers equipped with vapor-tight, self-closing caps, screens or covers.
- Flammable liquids shall be stored away from sources that can produce sparks.
- Flammable liquids shall only be used in areas having adequate and, if feasible, positive ventilation. If the liquid is highly hazardous, the liquid shall only be used in areas with a local exhaust ventilation.

- Flammable liquids shall never be transferred from one container to another by applying air pressure to the original container. Pressurizing such containers may cause them to rupture, creating a serious flammable liquid spill.
- When dangerous liquids are being handled, a warning sign will be posted near the operation, notifying other employees and giving warning that open flames are hazardous and are to be kept away.
- The storage and usage areas will include fire-resistive separations, automatic sprinklers, special ventilation, explosion-relief valves, separation of incompatible materials, and the separation of flammable materials from other materials.

## V. POTENTIAL IGNITION SOURCES

- Ensure that utility lights always have some type of wire guard over them.
- Don't misuse fuses. Never install a fuse rated higher than specified for the circuit.
- Investigate any appliance or equipment that smells strange. Space heaters, microwave ovens, hot plates, coffee makers and other small appliances shall be rigidly regulated and closely monitored.
- The use of extension cords to connect heating devices to electric outlets shall be prohibited.
- If a hot or under inflated tire is discovered, it should be moved well away from the vehicle. As an alternative, the driver should remain with the vehicle until the tire is cool to the touch, and then make repairs. If a vehicle is left with a hot tire, the tire might burst into flames and destroy the vehicle and load.

Table 2 below lists common sources of ignition that cause fires in the workplace, gives examples in each case, and suggests preventive measures.

Sources of Ignition	Examples	Preventive Measures
Electrical equipment	electrical defects, generally due to poor maintenance, mostly in Wiring, motors switches, lamps and hot elements.	Use only approved equipment. Follow National Electrical Code. Establish regular maintenance.
Friction	Hot bearings, misaligned or broken machine parts, poor adjustment.	Follow a regular schedule of inspection maintenance and lubrication.
Open flames	Cutting and welding torches, gas oil burners, misuse of gasoline torches.	Follow established welding precautions. Keep burners clean and properly adjusted. Do not use open flames near combustibles.
Smoking and matches	Dangerous near flammable liquids and in areas where combustibles are stored or used.	Smoke only in permitted areas. Make sure matches are out. Use appropriate receptacles.



Static electricity	Occurs where liquid flows from pipes.	Ground equipment. Use static eliminators. Humidify the atmosphere.
Hot surfaces	Exposure of combustibles to	Provide ample clearances, insulation, air
Furnaces, electric lamps or irons	circulation. Check heating apparatus prior to leaving it unattended.	

### WELDING AND CUTTING

Welding and cutting will not be permitted in areas not authorized by management.

If practical, welding and cutting operations shall be conducted in well-ventilated rooms with a fire-resistant floor. If this practice is not feasible, Madison County Maintenance shall ensure that the work areas have been surveyed for fire hazards; the necessary precautions taken to prevent fires; and issue a hot permit. This hot permit shall only encompass the area, item and time which is specified on it.

If welding is to be performed over wooden or other combustibles type floors, the floors will be swept clean, wetted down, and covered with either fire-retardant blankets, metal or other noncombustible coverings.

Welding will not be permitted in or near areas containing flammable or combustible materials (liquids, vapors, or dusts). Welding will not be permitted in or near closed tanks that contain or have contained flammable liquids unless they have been thoroughly drained, purged and tested free from flammable gases or vapors. Welding shall not begin until all combustible materials have been removed at least 35 feet from the affected areas, or if unable to relocate, covered with a fire-resistant covering. Openings in walls, floors, or ducts shall be covered if located within 35 feet of the intended work area. Welding will not be permitted on any closed containers.

Fire extinguishers will be provided at each welding or cutting operation. A trained watcher will always be stationed during the operation and for at least 30 minutes following the completion of the operation. This person will assure that no stray sparks cause a fire and will immediately extinguish fires that do start.

### OPEN FLAMES

No open flames will be permitted in or near spray booths or spray rooms. If indoor spray-painting work needs to be performed outside of standard spray-painting booths, adequate ventilation will be provided. All potential ignition sources will also be eliminated.

Gasoline or alcohol torches shall be placed so that the flames are at least 18 inches away from wood surfaces. They will not be used in the presence of dusts, vapors, flammable combustible liquids, paper or similar materials. Torches shall never be left unattended while they are burning.

The company has a specific policy regarding cigarette/cigar/pipe smoking in the workplace. Smoking and no-smoking areas will be clearly delineated with conspicuous signs. Rigid enforcement will always be maintained. The plant administrator will enforce observance of permissible and prohibited smoking areas for employees and outside visitors to the workplace. Fire-safe, metal containers will be provided where smoking is permitted. No-smoking areas will be checked periodically for evidence of discard smoking materials.

### **STATIC ELECTRICITY**

The company recognizes that it is impossible to prevent the generation of static electricity in every situation, but the company realizes that the hazard of static sparks can be avoided by preventing the buildup of static charges. One or more of the following preventive methods will be used: grounding, bonding, maintaining a specific humidity level (usually 60-70 percent), and ionizing the atmosphere.

Where a static accumulating piece of equipment is unnecessarily located in a hazardous area, the equipment will be relocated to a safe location rather than attempt to prevent static accumulation.

## **VII. HOUSEKEEPING PREVENTATIVE TECHNIQUES**

The following are housekeeping techniques and procedures to prevent occurrences of fire.

- Keep storage and working areas free of trash.
- Place oily rags in covered containers and dispose of daily.
- Do not use gasoline or other flammable solvent or finish to clean floors.
- Use noncombustible oil-absorptive materials for sweeping floors.
- Dispose of materials in noncombustible containers that are emptied daily.
- Remove accumulation of combustible dust.
- Don't refuel gasoline-powered equipment in a confined space, especially in the presence of equipment such as furnaces or water heaters.
- Don't refuel gasoline-powered equipment while it is hot.

- Follow proper storage and handling procedures.
- Ensure combustible materials are present only in areas in quantities required for the work operation.
- Clean up any spill of flammable liquids immediately.
- Ensure that if a worker's clothing becomes contaminated with flammable liquids, these individuals change their clothing before continuing to work.
- Post "No Smoking" caution signs near the storage areas.
- Report any hazardous condition, such as old wiring, worn insulation and broken electrical equipment to the supervisor.
- Keep motors clean and in good working order.
- Don't overload electrical outlets.
- Ensure all equipment is turned off at the end of the workday.
- Maintain the right type of fire extinguisher available for use.
- Use the safest cleaning solvents (nonflammable and nontoxic) when cleaning electrical equipment.
- Ensure that all passageways and fire doors are unobstructed. Stairwell doors shall never be propped open, and materials shall not be stored in stairwells.
- Periodically remove over spray residue from walls, floors, and ceilings of spray booths and ventilation ducts.
- Remove contaminated spray booth filters from the building as soon as replaced, or keep immersed in water until disposed.
- (NA for MCTA) Don't allow material to block automatic sprinkler systems, or to be piled around fire extinguisher locations. To obtain the proper distribution of water, a minimum of 18 inches of clear space must be maintained below sprinkler deflectors. If there are no sprinklers, a 3-foot clearance between piled material and the ceiling must be maintained to permit use of hose streams. These distances must be doubled when stock is piled higher than 15 feet.
- Check daily for any discard lumber, broken pallets or pieces of material stored on site and remove properly.
- Remove immediately any pile of material which falls into an aisle or clear space.

- Use weed killers that are not toxic and do not pose a fire hazard.

## **FIRE PROTECTION EQUIPMENT**

Every building will be equipped with smoke detectors. The system will sound alarms that can be heard above the ambient noise levels throughout the workplace. The fire department will be called immediately for any fire (911).

NA -The automatic sprinkler system, if applicable, will adhere to NFPA 13, Standard for the Installation of Sprinkler Systems. The sprinkler system and components will be electrically supervised to ensure reliable operation. This includes gate valve tamper switches with a local alarm at a constantly attended site when the valve is closed. If a single water supply is provided to be a connection to the city mains, a low-pressure monitor is included. If pressure tanks are the primary source of water, air pressure, water level, and temperature they shall be supervised. If fire pumps are provided to boost system pressure, supervision will monitor loss of pump power, pump running indication, low system pressure, and low pump suction pressure.

In hospitals, every patient sleeping room will be provided with an outside window or door that can be opened from the inside; this will allow venting of products of combustion if there is a fire. A specially designed smoke control system can be a substitute for an outside window.

Portable fire extinguishers are placed in a building. Fire extinguishers must be kept fully charged and in their designated places. The extinguishers will not be obstructed or obscured from view. A map indicating the locations of all fire extinguishers for this company is located in Appendix E. The fire extinguishers will also be inspected by the MCTA director or designee, at least monthly, to make sure that they are in their designated places, have not been tampered with or actuated, and are not corroded or otherwise impaired. Attached inspection tags shall be initialed/dated each month.

The location of all hydrants, hose houses, portable fire extinguishers, or other fire protective equipment should be properly marked with arrows and signs painted on the pavement.

## **VII. TRAINING**

All employees shall be instructed on the locations and proper use of fire extinguishers in their work areas. Employees shall also be instructed as to how to operate the building's fire alarm system and be familiar with evacuation routes. The training of all employees shall include the locations and types of materials and/or processes which pose potential fire hazards. The training program shall also emphasize the following:

1. Use and disposal of smoking materials
2. The importance of electrical safety
3. Proper use of electrical appliances and equipment
4. Unplugging heat-producing equipment and appliances at the end of each workday
5. Correct storage of combustible and flammable materials
6. Safe handling of compressed gases and flammable liquids (where appropriate)

Initial training and ongoing training shall include regularly scheduled fire drills. Training documentation shall be placed in Appendix D.

## Appendix A

### FIRE PREVENTION CHECKLIST

*This checklist should be reviewed regularly and kept up to date.*

#### ELECTRICAL EQUIPMENT

- No makeshift wiring
- Extension cords serviceable
- Motors and tools free of dirt and grease

- Fuse and control boxes clean and closed
- Circuits properly fused or otherwise protected
- Equipment approved for use in hazardous areas (if required)

- Lights clear of combustible materials

- Safest cleaning solvents used

#### FRICTION

- Machinery properly lubricated

- Machinery properly adjusted and/or aligned

#### SPECIAL FIRE-HAZARD MATERIALS

- Storage of special flammable isolated

- Nonmetal stock free of tramp metal

#### WELDING AND CUTTING

- Area surveyed for fire safety

- Combustible removed or covered
- Permit issued

#### OPEN FLAMES

- Kept away from spray rooms and booths

- Portable torches clear of flammable surfaces
- No gas leaks

#### PORTABLE HEATERS

- Set up with ample horizontal and overhead clearances
- Secured against tipping or upset
- Combustibles removed or covered

- Safely mounted on noncombustible surfaces
- Use of steel drums prohibited
- Not used as rubbish burners

#### HOT SURFACES

- Hot pipes clear of combustible materials
- Ample containers available and serviceable

- Soldering irons kept off combustible surfaces
- Ashes in metal containers

#### SMOKING AND MATCHES

- "No smoking" and "smoking" areas clearly marked
- Butt containers available and serviceable

- No discarded smoking materials in prohibited areas

#### SPONTANEOUS IGNITION

- Flammable waste material in closed, metal containers
- Flammable waste material containers emptied frequently

- Piled material, dry, and well ventilated
- Trash receptacle emptied daily

#### STATIC ELECTRICITY

- Flammable liquid dispensing vessels grounded and bonded
- Moving machinery grounded

- Proper humidity maintained

#### HOUSEKEEPING

- No accumulation of rubbish flammables

- Premises free of unnecessary combustible materials
- Safe storage of flammables
- No leaks or dripping of flammables and floor free of spills

- Passageways clear of obstacles
- Automatic sprinklers unobstructed

- Fire doors unblocked and operating freely

**FIRE PROTECTION**

- Proper type of fire extinguisher
- Fire extinguisher in proper location
- Access to fire extinguishers unobstructed
- Access to fire extinguishers clearly marked
- Fire protection equipment turned on

- Extinguishing system in working order
- Service date current
- Personnel trained in use of equipment
- Personnel exits unobstructed and maintained

**APPENDIX B**

**INSPECTION LOGS AND FIRE INCIDENT REPORTS**

Insert fire incident reports and inspection records behind in this section.

**APPENDIX C**

**IDENTIFIED FIRE HAZARDS AND RESPONSIBLE PERSONNEL**

**HAZARD IDENTIFICATION**

Type	Location	Control	Extinguisher Location	Responsible Personnel


### TRAINING RECORD

Employee	Department	Name of Training	Date of Training



# APPENDIX E

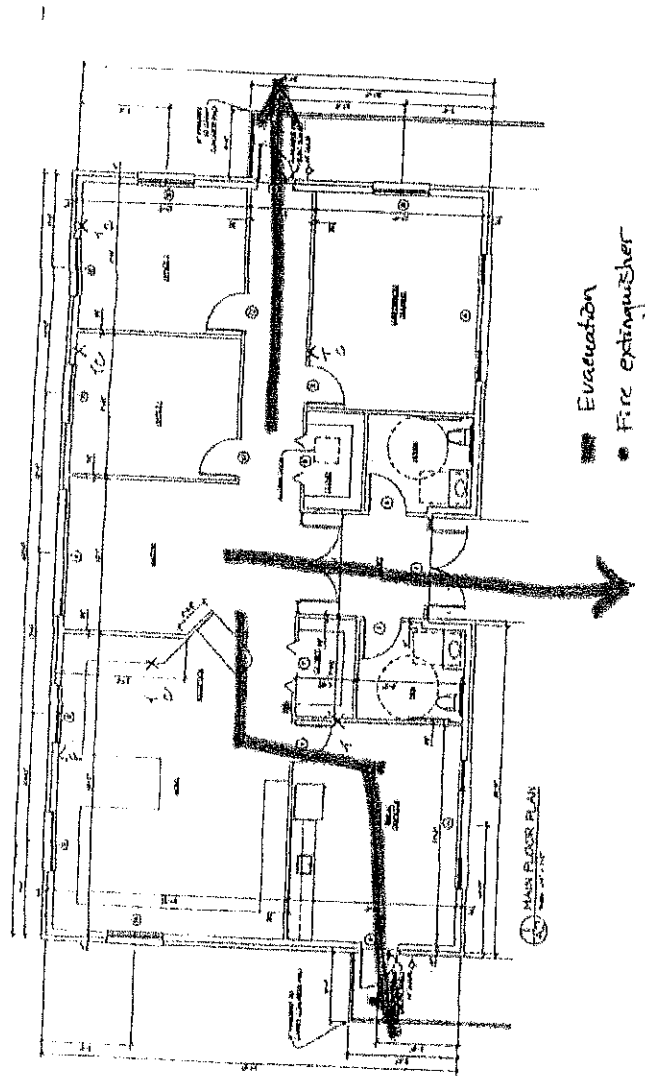
## FIRE EXTINGUISHER LOCATIONS

Insert your map designating fire extinguisher locations behind this tab for your building.

### SAMPLE EVACUATION PLAN WITH FIRE EXTINGUISHERS IDENTIFIED

Appendix E

Square footage 2,010 ft<sup>2</sup>



**PREVENTATIVE MAINTENANCE  
PLAN**

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions. It is this agency's policy to follow that minimum required maintenance set forth by the manufacturer standards. All preventative maintenance will be reported/completed in a timely manner.

## MAINTENANCE

Each Madison County Transportation vehicle is assigned a number by the Director of Transportation which is affixed to each vehicle in a visible location (driver side front under the headlight, on the cover for the gas tank and the back passenger side above the brake light. The phone number and facility name are put on the vehicles when purchased.

Every transit driver is responsible for ensuring that periodic maintenance is performed on the vehicle assigned to him/her. The transit driver will indicate on the Pre-Trip Inspection Form when the vehicle is within 500 miles of the next scheduled service.

All requests for service and maintenance must be given to the Director or designee. Repairs are posted on the Maintenance Repair form generated by the AssetWorks program. A copy of the form must be taken with the vehicle to the maintenance provider and a copy of the form is filed with the director or operations manager and posted in the Vehicle Maintenance Log.

In the event of a mechanical failure while the vehicle is in service, the driver will call the director/dispatch to report the need for service. The director will contact the maintenance provider during normal business hours or the wrecker service at other times.

### **Preventative Maintenance Schedule**

Be alert and ready to make schedule alterations per your specific needs. When making alterations, be sure to document any changes and update this list for reference.

Regularly

Wash vehicle interior and exterior – determine need by the amount of use and road conditions. (Salt used for clearing roads and chloride compounds used to control dust on unpaved roads may require more frequent washes.)

Clean the windshield wiper blades as required.

Unscheduled

Replace:

- Alternator
- Starter motor
- Windshield wiper motor
- Windshield wiper blades
- Exhaust components: muffler, manifolds, pipes, hangers and clamps, headlamps, turn signal bulbs, brake lights and marker lights.
- Vehicle interior fittings, seat materials
- Wheelchair lift components
- Wheelchair restraint components

Every Year

Flush radiator  
Replace coolant  
Service air conditioner

Every 2 Years

Replace all hoses; more often if necessary.

Every 2 Years

Replace battery

Mileage Specific

\* In dusty areas, the air filter should be replaced every 10,000 miles.

\*\* PVC valve and brake pad replacements and engine tune-ups may need to be performed more often than suggested in this schedule.

- 6,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 12,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses.
- 18,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components; inspect front wheel bearing, clean and repack if required.
- 24,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, Check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 30,000 Change oil, oil filter, lubricate outer tie rod ends, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, check transfer case fluid level, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components.
- 36,000 Change oil, oil filter, flush and replace engine coolant regardless of mileage, lubricate outer tie rod ends, lubricate front suspension ball joints, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required.
- 42,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. Inspect CV (if equipped) and front suspension components.
- 48,000 Change oil, oil filter, flush and replace engine coolant, lubricate out tie rod ends; lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 54,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust

system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required.

- 60,000 Change oil, oil filter, flush and replace engine coolant, replace ignition cables, replace ignition cables, replace engine air cleaner filter, replace spark plugs, lubricate steering linkage, rotate tires, check transfer case fluid level, check transmission fluid level, and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace as necessary, inspect auto tension drive belt and replace if required.
- 66,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped).
- 72,000 Change oil, oil filter, lubricate steering linkage, rotate tires, lubricate outer tie rod ends, lubricate front suspension ball joints, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required, inspect and replace auto tension drive belt if required.
- 78,000 Change engine oil, oil filter, flush and replace engine coolant, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect CV joints (if equipped) and front-end suspension components.
- 84,000 Change oil, and filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 90,000 Change oil, oil filter, drain and refill transfer case fluid, lubricate front suspension ball joints, lubricate outer tie rod ends, replace ignition cables, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace if necessary, inspect auto tension drive belt and replace if required, inspect front wheel bearings, clean and repack if required, inspect auto tension drive belt and replace if required.
- 96,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 100,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

- Drain and fill automatic transmission fluid, change filter, and adjust bands, flush and replace engine coolant, flush and replace power steering fluid.
- 106,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 112,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses.
- 118,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required.
- 124,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 130,000 Change oil, oil filter, lubricate outer tie rod ends, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, check transfer case fluid level, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components.
- 136,000 Change oil, oil filter, flush and replace engine coolant regardless of mileage, lubricate outer tie rod ends, lubricate front suspension ball joints, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required.
- 142,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. inspect CV (if equipped) and front suspension components.
- 148,000 Change oil, oil filter, flush and replace engine coolant, lubricate out tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 154,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required.

160,000	Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
166,000	Change oil, oil filter, flush and replace engine coolant, replace ignition cables, replace ignition cables, replace engine air cleaner filter, replace spark plugs, lubricate steering linkage, rotate tires, check transfer case fluid level, check transmission fluid level, and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace as necessary, inspect auto tension drive belt and replace if required.
172,000	Change oil, oil filter, lubricate steering linkage, rotate tires, lubricate outer tie rod ends, lubricate front suspension ball joints, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required, inspect and replace auto tension drive belt if required.
178,000	Change engine oil, oil filter, flush and replace engine coolant, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect CV joints (if equipped) and front end suspension components.
184,000	Change oil, and filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
190,000	Change oil, oil filter, Drain and refill transfer case fluid, lubricate front suspension ball joints, lubricate outer tie rod ends, replace ignition cables, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace if necessary, inspect auto tension drive belt and replace if required, inspect front wheel bearings, clean and repack if required, inspect auto tension drive belt and replace if required.
196,000	Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. Drain and fill automatic transmission fluid, change filter, and adjust bands, flush and replace engine coolant, flush and replace power steering fluid.



202,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV Joints (if equipped) and front suspension components.

### **Wheelchair Lift Maintenance Schedule**

Perform lift maintenance at scheduled intervals according to number of cycles or elapsed time, whichever comes first. Correct any potentially dangerous situations at once.

### **Daily Inspections**

Pre/Post-trip inspections are crucial to the success of every agency's Preventative Maintenance Program. Each driver will inspect his or her vehicle before leaving the parking area by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted to the Director or designee at the end of the driver's shift so that necessary maintenance can be noted and scheduled accordingly. Drivers must sign each checklist for each vehicle used that day (electronically in CTS).

### **PRE-TRIP INSPECTION**

#### **Under the Hood**

Check for problems under the hood at the beginning of the inspection before starting the engine. It is easier and safer when the engine is cool.

Check the oil, radiator and battery fluid levels. If low, list this on the inspection checklist. If any fluids are below the safe level, see the Transit Director for assistance.

Also, check hoses for cracks or possible leaks and belts for any visible damage. Report any wear on the checklist, as soon as it begins to show.

#### **Vehicle Interior**

Since the vehicle will need to remain started while you conduct the inspection, best practices encourage placing chocks behind the wheels prior to starting the motor.

First, engage the parking brake.

Second, start the vehicle.

Next, check the oil pressure, fuel and alternator gauges.

If the oil pressure light remains on or the gauge shows the oil pressure to be dangerously low, turn the motor off until the problem can be corrected. Alert the Transit Director and document this information on the pre-trip inspection form.

If the alternator or generator light stays on, the battery may not be charging. To guard against the possibility of becoming stranded along the route by a dead battery, have the problem located and corrected right away.

Check the windshield wipers to make sure they are working and not worn or stripped.

### Vehicle Exterior

Turn on all exterior lights. With the vehicle in park and the emergency brake still on, begin the exterior check from the front of the vehicle.

During the exterior inspection, be sure to note and report any evidence of fresh damage to the vehicle. Reporting such damage now may save you a lengthy and difficult explanation or report later. Space is provided for you on the Daily Vehicle Inspection Checklist to note and describe any exterior damage.

Check the all lights (clearance, head, tail, signal and emergency flashers) to make sure they are working. (You may need a co-worker's assistance).

Check the left front tire for any signs of road damage or under-inflation.

- Check the air pressure with an air pressure gauge.

- Take care to maintain your tires at the recommended pressure.

- A soft tire is very susceptible to severe road damage.

- An over-inflated tire causes a bumpy and less comfortable ride,

- Especially for elderly or disabled passengers.

- Check the condition of the side marker light.

Move to the back of the vehicle and inspect the rear left tire or duals for obvious damage.

Check the air pressure with an air pressure gauge.

While at the back of the vehicle, check the taillights, the brake lights, turn signal lights, emergency flashers and any other clearance lights, reflectors or signs. (This will require assistance).

Make sure tires are free of mud and dirt buildup.

Store a cloth to clean any dirty lights, which may be hard to see even after dark.

Check the right rear tire. If there are any other lights or outside signs for your boarding doors or lifts, make sure they are in place and clean.

Next, look under the vehicle. Make sure there are no foreign or unfamiliar objects hanging down or wedged underneath.

Also, check to see if there are any puddles of vehicle fluids under the vehicle. If the vehicle is leaking fluid, report it to the Transit Director.

Move to the front of the vehicle and examine the right front tire in the same manner as the left tire and check the condition of the side marker light.

Adjust each mirror so that you can see what you need to see from your normal driving position. When adjusting mirrors, keep in mind what you want to be able to see within your safety zone.

Test the horn to make sure it works.

Turn the steering wheel gently to make sure it is not loose.

Depress the brake pedal. If the tension feels spongy or soft, note this on your checklist, the brakes may need to be adjusted.

Check the blower fan to verify it works so the heater, defroster or air conditioner can all be utilized.

Check the interior lights. If any lights are not working, note this on the checklist.

Note on your checklist anything in the interior of the vehicle that needs attention.

### **Safety Equipment**

Check your emergency equipment to make sure it is in the right location and in working order.

Emergency equipment should include:

- A properly charged fire extinguisher
- Warning devices such as cones, triangles, flares
- A first aid kit
- Extra fuses
- A flashlight with fresh batteries
- Blood Borne Pathogens Kit

Look around the inside of your vehicle to make sure it is clean. Clear out trash, debris or loose items. Trash or debris left in the vehicle can be tossed about by careless passengers and can cause slips, falls and fires. A clean vehicle presents a professional image.

Check any special accessibility equipment if your vehicle is so equipped.

Examine tie downs for signs of damage or excessive wear. Make sure they can be properly secured to the floor.

Check all lifts and ramps by operating them through one complete cycle. Make sure they are functioning properly. (You may have to move the vehicle to ensure proper clearance while performing this part of the inspection.)

Make sure all doors and emergency exits are functional and unobstructed.

# PRE/POST-TRIP INSPECTION WORKSHEET (COMPLETED IN CTS)

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

Vehicle: \_\_\_\_\_

Mileage: \_\_\_\_\_ Maintenance Due Date: \_\_\_\_\_ Wheelchair Lift Cycles: \_\_\_\_\_

## UNDERHOOD

- Oil level
- Oil added \_\_\_\_\_ quarts
- Radiator level
- Battery level
- Windshield washer fluid level
- Engine/hoses/belts

## EXTERIOR

- Tires
- Turn signals
- Headlights
- Tail/brake lights
- Windshield wipers
- Fresh body damage
- Cleanliness
- Cycle lift (light oil every 2 wks.)

## ACCESSIBILITY EQUIPMENT

- Fully operable wheelchair lift
- Proper number of belts/securement devices

## SAFETY EQUIPMENT

- Fire extinguisher
- Web cutter
- Triangles
- First Aid Kit
- Back-up alarm
- Rear door buzzer (LTV only)
- Blood borne Pathogen Kit

## INTERIOR

- Brakes
- Steering
- Transmission
- Mirrors
- Gauge/instruments
- Controls (equipment)
- Radio (two-way)
- Damage/cleanliness

- Wheelchair lift ramp
- Belts/securement devices in good condition

Notes: \_\_\_\_\_

Operator Name & Signature: \_\_\_\_\_

Management Comments: \_\_\_\_\_

Management Signature: \_\_\_\_\_

# MAINTENANCE REPAIR REQUEST FORM

VAN # \_\_\_\_\_ MILEAGE \_\_\_\_\_

- Air Conditioner: \_\_\_\_\_
- Belts & Hoses: \_\_\_\_\_
- Brakes: \_\_\_\_\_
- Battery: \_\_\_\_\_
- Oil Change (Last Oil Change Mileage): \_\_\_\_\_
- Lights: \_\_\_\_\_
- Wheelchair Lift: \_\_\_\_\_
- Radiator: \_\_\_\_\_
- Transmission: \_\_\_\_\_
- Tires: \_\_\_\_\_
- Other: \_\_\_\_\_

Driver \_\_\_\_\_

Date in Garage \_\_\_\_\_

**NA**

Date \_\_\_\_\_

Date out of Garage \_\_\_\_\_

**DRUG AND ALCOHOL  
POLICY**

**See attached Policy**

## **5. SAFETY AND SECURITY PLAN**



September 14, 2021

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## PREFACE

Community transportation systems operate in a wide variety of environments including rural, urban and resort areas. Community transit includes fixed route, shared ride, paratransit and specialized service for the general public, as well as high-risk passengers such as individuals with disabilities, the elderly and young children.

Safety has always been a priority for local community transportation providers, state Departments of Transportation and the Federal Transit Administration. As a result of 9/11, and the transit attacks in Spain, England and India, there are heightened concerns for transit security even in rural communities. The destruction wrought by Hurricanes Katrina, Rita and other acts of nature have renewed our national awareness for the role that public transportation can play as a first responder resource.

Every transit system - whether a large fixed-route bus system or a small rural provider - is being asked to designate safety, security and emergency preparedness as a top priority, and to prepare to manage critical incidents for the wide array of the hazards that transit faces.

Critical incidents could include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. Successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.

To establish the importance of safety, security and emergency preparedness in all aspects of our organization, Madison County Transportation Authority has developed this Safety, Security and Emergency Preparedness Plan (SECURITY PLAN). This SECURITY PLAN outlines the process used by Madison County Transportation Authority to make informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, Madison County Transportation Authority achieves not only an effective physical security program, but enhances associations with the local public safety agencies in our service area. Improved communication increases their awareness of our resources and capabilities, and improves our readiness to support their efforts to manage community-wide emergencies, including, accidents and incidents, acts of nature, hazardous materials, criminal activity and terrorism.

In order to be effective for Madison County Transportation Authority, the activities documented in this SECURITY PLAN focus on establishing responsibilities for safety, security and emergency preparedness, identifying our methodology for documenting and analyzing potential safety, security and emergency preparedness issues, and developing the management system through which we track and monitor our progress in addressing these issues.

The structure of this SECURITY PLAN focuses first on a description of Madison County Transportation Authority's Mission and a comprehensive overview of the system, then on Preparation - identifying critical assets, threats and vulnerabilities to the transit system and the environment in which it operates, along with preparing our transit

staff to manage incidents in concert with external emergency management organizations and first responders, followed by Prevention – strategies for reducing risk, including training on safety/security awareness, then on Response – staff responsibilities and emergency protocols, and finally, on Recovery – putting things back together. The Appendix of this SECURITY PLAN contains forms that we use to ensure documentation of our SECURITY PLAN activities.

## MISSION DEFINITION

### 1.1 Introduction – Establishing the parameters of the plan

#### 1.1a. - AUTHORITY

The authority for Implementing the SECURITY PLAN resides with the Madison County Transportation Authority (MCTA)

#### 1.1b. - PURPOSE

This SECURITY PLAN defines our process for addressing safety, security and emergency preparedness as:

- **System Safety** – The application of operating policies and procedures to reduce vulnerability to safety-related hazards.
- **System Security** – The application of operating policies and procedures to reduce vulnerability to security threats.
- **Emergency Preparedness** – The system of policies and procedures that assure rapid, controlled, and predictable responses to a wide variety of safety and/or security incidents.

The SECURITY PLAN supports MCTA's efforts to address and resolve critical incidents on our property and within our community.

**Critical Incidents** – Critical Incidents could include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. And successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.

The overall purpose of the MCTA SECURITY PLAN is to optimize -- within the constraints of time, cost, and operational effectiveness -- the level of protection afforded to MCTA's passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system, both during normal operations and under emergency conditions.

This SECURITY PLAN demonstrates the MCTA's commitment to do the following:

- **Prepare**
  - Identify assets essential to our mission
  - Assess hazards and threats facing our agency and our community
  - Train staff how to prevent, respond to and recover from prime risks
  - Coordinate with other emergency response organizations
- **Prevent**
  - Take steps to eliminate threats where possible
  - Institute policies and procedures that reduce the likelihood of incidents occurring
  - Take steps that reduce the impact on system assets when incidents do occur
- **Respond**

React quickly and decisively to critical incidents focusing on:

  - Life Safety
  - Property Protection
  - Stabilization of Incident
- **Recover**
  - Resume service delivery based on availability of resources
  - Repair and replace critical assets
  - Assess incident response and make changes based on lessons learned.

#### **1.1c. - GOALS**

The SECURITY PLAN provides MCTA with a safety, security and emergency preparedness capability that:

- Ensures that safety, security and emergency preparedness are addressed during all phases of system operation including hiring and training of personnel; procurement and maintenance of equipment; development of policies and procedures; delivery of service, and coordination with local emergency management and first responder agencies
- Creates a culture that supports employee safety and security through the appropriate use and operation of equipment and resources
- Promotes analysis tools and methodologies that identify changing threat conditions and bolster agency response capabilities
- Ensures that our agency achieves a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies
- Identifies and pursues grant funding opportunities at the state and federal level to support safety, security, and emergency preparedness efforts
- Makes every effort to ensure that, if confronted with a safety or security event or major emergency, our personnel will respond effectively, using good judgment and building on best practices identified in policies and procedures and exercised through drills and training

#### **1.1d. - OBJECTIVES**

In this new environment, every threat cannot be identified and eliminated, but the MCTA takes steps to be more aware, to better protect passengers, employees, facilities and equipment, and stands ready to support community needs in response to a critical incident. To this end, our SECURITY PLAN has five objectives:

1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies around the nation.
2. Partake in and strengthen community involvement and participation in the safety and security of our system.
3. Develop and implement a Threat and Vulnerability Assessment program and, based on the results of this program, establish a course of action for improving physical safety and security measures and emergency response capabilities.
4. Expand our training program for employees, volunteers and contractors to address safety and security awareness and emergency management concerns.
5. Enhance our coordination with partner agencies regarding safety, security and emergency preparedness issues.

#### **1.1e. - DEFINITION**

In this SECURITY PLAN, the terms "transit vehicle" or "bus" are used to describe all types of transit surface conveyances including sedans, mini-vans, vans, body-on-chassis, mini-buses and the wide range of full-size coaches.

### **1.2 System Overview – Who We Are and What We Do**

#### **1.2a. - ORGANIZATIONAL DESCRIPTION**

Madison County Transportation Authority (MCTA) is a rural demand response transit system in Madison County, NC. It is a part of the Madison County Community Services Department that provides broad reaching services to our medically fragile, disabled and elder citizens of the County. MCTA is supported by Madison County Government, Federal and State programs.

#### **1.2b. - MISSION STATEMENT**

"Excellence in Transportation" achieved through the core values and organizational mission of Madison County: respect, honest communication, ethical standards, accountability, stewards, positive pride and

professional/individual growth. These core values provide a pathway for how the employees of Madison County serve the public with transportation needs and enhance the lives of our citizens.

### **1.2c. - ORGANIZATIONAL STRUCTURE**

County Manager  
MCTA Director  
Operations Manager  
Dispatcher  
Drivers

### **1.2d. - SERVICE AREA**

Madison County is a rural mountainous area. It is a 497 square mile area that has three major towns: Marshall, County Seat, Mars Hill and Hot Springs. The population from the 2010 census finds roughly 20,000 inhabitants in Madison County. The largest employers are the County Government and Mars Hill University. The population projections by 2025 will represent 50% of the population at 50 years and older.

### **1.2e. - SERVICE DESIGN**

Demand Response

### **1.2f. - FUNDING SOURCES**

5311, ROAP, Home Care Community Block Grant  
MCTA also contract with NCTRACKS to provide NEMT services, a local nursing home, and a local group home to meet their service needs.

### **1.2g. - VEHICLES AND FACILITIES**

MCTA works out of one building located on 387 Long Branch Road. The 11 transit vehicles are house on the property each evening behind a chain link fence. There are 8 lift vans and 2 conversion vans, and one minivan for transport.

## 2. PREPARATION

### 2.1 Overview

While safety addresses the day-to-day issues of transporting passengers in the community safely and without accident, security deals with the entire transit system and the potential for threats against it. Security also includes MCTA as part of the larger community and the response within the community to environmental hazards, criminal or terrorist acts, or natural disaster.

The MCTA Threat and Vulnerability Assessment provides a framework by which to analyze the likelihood of hazards and threats damaging critical assets. Included in this assessment are:

- Historical analysis
- Physical surveys
- Expert evaluation
- Scenario analysis

The Threat and Vulnerability Assessment offers MCTA the ability to identify critical assets and their vulnerabilities to threats, to develop and implement countermeasures, and to monitor and improve program effectiveness. This analysis is guided by clear investigation of three critical questions:

1. Which assets can we least afford to lose?
2. What is our responsibility to protect these assets?
3. Where do we assume total liability for risk and where do we transfer risk to others, such as local public responders, technical specialists, insurance companies, and the state and Federal government?

### 2.2 Hazard and Threat Assessment

#### **2.2a. – CRITICAL ASSETS – IDENTIFYING THE IMPORTANT ELEMENTS OF OUR ORGANIZATION REQUIRING PROTECTION**

## Overview

In security terms, MCTA's assets are broadly defined as:

- **People** – Passengers, employees, visitors, contractors, vendors, community members, and others who come into contact with the system
- **Information** – Employee and customer information, computer network configurations and passwords, ridership, revenue and service statistics, operating and maintenance procedures, vehicle identification systems
- **Property** – Revenue vehicles, non-revenue vehicles, storage facilities, passenger facilities, maintenance facilities and equipment, administrative offices, computer systems and communications equipment

Assets are critical when their loss either endangers human life or impacts the MCTA's ability to maintain service. In reviewing assets, the transportation system has prioritized which among them has the greatest consequences for the ability of the system to sustain service. These critical assets may require higher or special protection.

## Asset Analysis

In identifying and analyzing critical assets for the entire system, under the full range of operational conditions, a simple process called "asset criticality valuation" has been performed by MCTA. This process helped MCTA management to prioritize the allocation of limited resources for protecting the most vital elements of its operation. In this asset analysis MCTA considered the following:

- Criticality to mission
- Asset replacement cost
- Severity of impact on public health and safety
- Impact on other assets including intangibles such as public trust and employee morale

For those assets that are mission-critical, steps are taken for risk **avoidance** (i.e. stop the activity altogether), risk **retention** (e.g. accept the risk but take steps to reduce the likelihood or impact of an incident) and risk **transference** (e.g. have someone else, like an insurer, assume the risk).

## 2.2b. – THREAT AND VULNERABILITY ANALYSIS

A threat is any action with the potential to cause harm in the form of death, injury, destruction of property, interruption of operations, or denial of services. MCTA threats include accidents and incidents, hazardous materials, fires, acts of nature, or any event that could be perpetrated by criminals, disgruntled employees, or terrorists.

Threat analysis defines the level or degree of the threats by evaluating the probability and impact of the threat. The process involves gathering historical data about threatening events and evaluating which information is relevant in assessing the threats against MCTA. Some of the questions answered in our threat analysis include.



- How safe are vehicles and equipment?
- How secure is the transportation facility?
- What event(s) or act(s) of nature has a reasonable probability of occurring?
- Have similar-sized agencies been targets of criminal or terrorist acts in the past?
- How significant would the impacts be?

A vulnerability is anything that can make an agency more susceptible to a threat. This includes vulnerabilities in safety/security procedures and practices involving transit facilities, transit equipment and transit staff. Vulnerability analysis identifies specific weaknesses to threat that must be mitigated.

### **Threat and Vulnerability Identification**

The primary method used by MCTA to identify the threats to the transit system and the vulnerabilities of the system is the collection of historical data and incident reports submitted by drivers and supervisors and information provided by federal and state agencies and local law enforcement.

Information resources include but are not limited to the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Historical data
- Information from public safety officials

MCTA reviews safety/security information resources and determines if additional methods should be used to identify system threats and vulnerabilities. This includes a formal evaluation program to ensure that safety/security procedures are maintained and that safety/security systems are operable. Safety/security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

1. Equipment preparedness
2. Employee proficiency
3. System effectiveness

## Scenario Analysis

Scenario analysis is brainstorming by transportation personnel, emergency responders, and contractors to identify threats to the system and to assess vulnerability to those threats. By matching threats to critical assets, MCTA identifies the capabilities required to counteract vulnerabilities. This activity promotes awareness and enables staff to more effectively recognize, prevent, and mitigate the consequences of threats.

For each scenario, the MCTA has attempted to identify the potential impacts of probable threats using a standard risk analysis protocol in which threats are segmented by probability from low to high and severity of impact from modest to catastrophic.

Scenario-based analysis is not an exact science but rather an illustrative tool demonstrating potential consequences associated with low-probability to high-impact events. To determine the actual need for additional countermeasures, and to provide the rationale for allocating resources to these countermeasures, the MCTA uses the scenario approach to pinpoint the vulnerable elements of the critical assets and make evaluations concerning the adequacy of current levels of protection.

At the conclusion of the scenario-based analysis, the MCTA assembled a list of prioritized vulnerabilities for its top critical assets. These vulnerabilities are divided into the following categories:

- lack of planning;
- lack of coordination with local emergency responders;
- lack of training and exercising; and
- lack of physical security

Based on the results of the scenario analysis, the MCTA identified countermeasures to reduce vulnerabilities.

### 2.2c. - IDENTIFIED POTENTIAL TRANSIT SYSTEM THREATS

MCTA is committed to focusing on organizational emergency planning activities and preparing its transit staff to react to any potential threatening event. MCTA understands that threat reaction planning and preparation is a dynamic and ongoing process which requires constant attention and organizational energy. It is essential to identify each potential threat that a transit system could face, evaluate those threats in terms of their potential impact on transit system assets and to analyze transit system vulnerability to those threats. The MCTA has done such a Threat and Vulnerability Assessment for the following potential threats:

## ACCIDENTS AND INCIDENTS

- **Transit vehicle accidents**  
Can be defined as collisions with other vehicles, objects or persons with the potential for damage to people and/or property and the possibility of lawsuits and/or criminal charges.
- **Transit passenger Incidents**  
Involve passenger falls, injuries relating to lift and securement operation, injuries before boarding or after alighting and passenger illnesses
- **Employee accidents and incidents**  
Include injuries within the office, on official travel, while maintaining the equipment, and on-premises, but not while operating a vehicle for public transport. Such accidents/incidents create the possibility for loss of workforce, lawsuits and worker's compensation claims.

## ACTS OF NATURE

- **Floods**  
Are caused by heavy rain, storm surge, rapid snowmelt, ice jams, dam breaks or levee failures and can result in loss of life damage to facilities, danger to vehicles on roadways and loss of power and communications. Such events could require use of transit system assets for evacuation purposes.
- **Winter weather**  
Snow and ice storms can cause power failures, make roads dangerous or impassable, cause sidewalk hazards, and affect the ability to deliver transit service.
- **Tornado/hurricane**  
High winds have the potential to cause flying debris, down trees and/or power lines, make roadways impassable or dangerous, damage facilities or vehicles and threaten the safety of passengers and employees. Such events could require use of transit system assets for evacuation purposes.
- **Thunderstorms**  
May trigger flash flooding, be accompanied by strong winds, hail or lightning, can possibly cause power or communication system outages, damage facilities and equipment and make roads dangerous or impassable.
- **Wildfire**  
Whether natural or human-caused, are particularly dangerous in drought conditions, can reduce visibility, impair air quality, and have the potential to damage facilities, equipment and make roadways impassable. Such an event could require use of transit system assets for evacuation purposes.
- **Earthquake**

Has the potential to cause extensive damage to buildings, water systems, power systems, communications systems, roads, bridges and other transportation infrastructure. Such events often overwhelm first responder resources. In coastal areas, tsunamis, or tidal waves, are a hazard following major earthquakes and underwater tectonic activity. A transit system's assets could be used for evacuation purposes after damage assessment.

- **Landslide/Avalanche**

Has the potential to close roadways, damage vehicles and facilities and injure employees and passengers.

- **Dust storm**

Usually arrives suddenly in the form of an advancing wall of dust and debris which may be miles long and several thousand feet high, and usually last only a few minutes. Blinding, choking dust can quickly reduce visibility, causing accidents. While dust storms may last only a few minutes, they tend to strike with little warning.

## **CRITICAL INFRASTRUCTURE**

- **Power outages**

Whether short or long in duration, can impact overall ability to operate transit services and limit functional nature of transit equipment and facilities.

- **Computer crashes/cyber attacks**

Cause loss of critical data and negatively impact the ability to schedule and dispatch services.

- **Communication system failure**

Can have serious effects on the ability to deliver service and keep employees out of harm's way.

- **Supply chain interruption**

Transit service is dependent upon a continuous supply of fuel, lubricants, tires, spare parts, tools, etc. Interruption of material supplies due to weather conditions, roadway closures, acts of terrorism, acts of war, or loss of supplier facilities can limit your ability to maintain service.

- **Vehicle fires**

Cause transit employee and passenger injuries and death and damage or loss of transit equipment and have the potential for lawsuits.

- **Facility loss**

Loss of administrative, maintenance, or operations facilities— whether caused by structural collapse, presence of toxic materials, violation of municipal codes, or significant events on neighboring properties — can hamper the ability to sustain service.

- **Structural Fire**

Whether natural or human-caused, can threaten employees and customers and damage facilities and equipment. Such an event could require use of transit vehicles for temporary shelter, or for evacuation purposes.

- **Staff shortage**

Caused by labor disputes, poor human resource management, or regional employee shortages. Can have immediate impacts on ability to deliver service, and longer-term impacts on facility and equipment resources.

- **Employee malfeasance**

Illegal and illicit behavior by agency employees, particularly when in uniform or on duty, can seriously damage intangible assets such as organizational image and employee morale.

## **HAZARDOUS MATERIALS.**

- **Blood borne pathogens**

Exposure can put drivers, passengers, maintenance employees and bus cleaners at risk of contracting disease.

- **Toxic material spills**

Toxic materials fall into four basic categories: blister agents such as solvents; cardio-pulmonary agents such as chlorine gas; biological agents such as anthrax; and nerve agents such as Sarin. While some of these materials may be agents of terrorist acts, accidental release is also possible. Additionally, low-level exposure to maintenance related chemicals and vehicle fluids can pose a risk to employee and environmental health.

- **Radiological emergencies**

Could include accidental release of radioactivity from power plants or from materials being transported through the service area by truck or train. Have the potential to cause danger to human life or the need for use of transit system assets for evacuation purposes.

- **Fuel related events**

Include accidental release of natural gas and petroleum, rupture of pipelines, and fire and explosion involving alternative fuel use. Dangers include risk of human life, damage to facilities and vehicles, and events that may require use of transit system assets for evacuation purposes.

## **CRIMINAL ACTIVITY**

- **Trespassing**  
Penetration of organizational security system can increase vulnerability to criminal mischief, theft, workplace violence, and terrorist attack.
- **Vandalism/Criminal mischief**  
Includes graffiti, slashing, loitering, or other such events that damage buses, bus stops, shelters, transit facilities and/or organizational image.
- **Theft and burglary**  
Includes loss of assets due to break-in to facilities and into vehicles as well as employee theft, and can threaten information assets, property assets, and organizational image.
- **Workplace violence**  
Includes assaults by employees on employees, passengers on passengers, and passengers on employees including menacing, battery, sexual assault, and murder.
- **Commandeered vehicle**  
The taking of a transit vehicle to perpetrate a crime and the taking of hostages as a negotiating tool. Puts the lives of transit employees and passengers at risk.

## **TERRORISM**

- **Dangerous mail**  
Chemical, biological, radiological and explosive devices delivered through the mail put the lives of transit employees and occupants of transit facilities at risk, and have the potential for damage of facilities and equipment.
- **Suicide bombers**  
Internationally, transit systems have been common terrorist targets. American transit systems are not immune. The major inherent vulnerabilities of transit are that transit systems by design are open and accessible, have predictable routines/schedules, and may have access to secure facilities and a wide variety of sites, all of which make transit an attractive target.
- **Improvised Explosive Devices (IED)**  
Activities could involve the use of conventional weapons and improvised explosive devices or bombs on transit vehicles, within transit facilities or within the environment of the transit service area, putting the lives of transit employees, passengers and community members at risk. Such events could require the use of transit vehicles in evacuation activities.
- **Weapons of mass destruction**

Use of chemical, biological or radiological weapons could cause massive loss of life involving everyone in the community and lead to the destruction of transit vehicles and facilities, as well as require the use of transit vehicles for evacuation purposes.

### **2.3 Communicating about Risk: Transit Threat Alert System**

The Federal Transit Administration has developed a transit *Threat Condition Model* that parallels that of the Department of Homeland Security. The FTA model progresses from green through red to indicate threat levels from low to severe. It also includes purple designating disaster recovery. This model, along with its recommended protective measures, has been adapted for use by MCTA.

### **2.4 Emergency Planning**

#### **2.4a. – INTERNAL CONTACT INFORMATION**

The MCTA maintains accurate and up-to-date internal contact information on key staff and board members required to respond to safety and security emergencies.

#### **2.4b. – EXTERNAL CONTACT INFORMATION**

MCTA maintains accurate and up-to-date external contact information on key community emergency management personnel and first responders to be notified in the case of safety and security emergencies.

#### **2.4c – EMERGENCY RESPONSE TEAM ROSTER**

MCTA maintains an accurate and up-to-date roster that includes contact information of the transit incident management team in advance of any incident. This team is based on the Incident Command System (ICS) discussed in Chapter 4 and includes representation from each area of the organization.

#### **2.4d – PHONE/Text TREES**

MCTA maintains an accurate and up-to-date call/text tree with staff names and phone numbers. The call tree enables everyone in the organization to be contacted quickly, with each staff member having to make no more than a couple of calls. Details on use of the call list are included in Chapter 4 – Response. Quarterly exercises using the phone tree should be run so that all members of the team are familiar with its use and application.

#### **2.4c. – DELEGATION OF AUTHORITY**

MCTA has a plan to ensure continuity of management throughout any emergency incident. The succession plan provides for automatic delegation of authority in cases where:

- The Emergency Response Coordinator (ERC) or other agency incident response personnel are no longer able to perform incident-related duties due to injury, illness or exhaustion/rest and recuperation.
- A member of the incident response team is temporarily unable to perform incident-related duties due to loss of radio or phone service.
- Regular members of the agency incident response team are unavailable due to travel (e.g., vacation, professional development, etc.)

The succession plan designates the next most senior leader required to manage temporary duties normally assigned to higher-level personnel.

### **2.5 Coordinating with Stakeholders**

MCTA is committed to proactively coordinate with local emergency management, law enforcement and other first responders in preparing for an integrated response to emergencies and security related events. Toward this end MCTA meets on a regular basis with local emergency management staff, local law enforcement and other first responders, and reviews local and transit agency emergency plans to ensure that transit is integrated into these plans and is prepared to play its defined role in any emergency.

#### **2.5a. – COORDINATION WITH EMERGENCY MANAGEMENT**

Effective emergency response does not happen by accident. It is the result of planning, training, exercising, and intra/interagency cooperation, coordination and communication. Integration into the local community's emergency planning process is central to the success of the MCTA SECURITY PLAN and to the preparedness of the system. MCTA coordinates with local community emergency management to fulfill all SECURITY PLAN functions



Including threat mitigation, consequence management planning, exercising and training, and post-incident analysis.

In this SECURITY PLAN, MCTA has defined its internal processes for identifying safety and security events, mitigating consequences and managing or assisting in incident response.

## **2.5b. – COORDINATION WITH FIRST RESPONDERS**

### **Law Enforcement**

MCTA management regularly works with the local and state law enforcement to improve security and emergency/incident preparedness and response capabilities. These activities include:

- Maintaining regular communications with law enforcement
- Meeting at least once a year to ensure transit issues are understood by law enforcement
- Developing an emergency contact list for dispatchers
- Communicating regularly on optimal incident reporting methods that will offer law enforcement all the information they need
- Participating in cooperative emergency preparedness training programs
- Establishing appropriate methods of communication for continuous coordination during an emergency
- Establishing procedures for supplying the unique types of emergency service that may be required in particular emergency situations

### **Fire**

MCTA works with the local fire departments on a regular basis to support improved security and emergency/incident preparedness and response. This includes the following activities:

- Maintaining regular communications with fire services
- Establishing the level of service (e.g., equipment and personnel) to be delivered in response to various types of emergencies
- Specifying in advance the level of notification, command and control, and degree of responsibility that will apply on site
- Establishing appropriate methods of communication, and developing procedures for continuous coordination and transfer of command

- Providing training for fire department personnel to familiarize them with transit vehicles and equipment, including wheelchair lifts and access/egress procedures
- Conducting periodic drills in cooperation with the fire department
- Scheduling a meeting at least annually to ensure transit issues (e.g., evacuation of transit vehicles, considerations for persons with disabilities) are understood by fire officials
- Identifying any special tools and equipment the firefighters might need to address transit emergencies (particularly items that they would not normally possess) by inviting firefighters to visit the agency annually, and walking them through transit vehicles and facilities
- Reviewing current fire-related plans and policies
- Ensuring fire announcement and evacuation procedures are part of the standard procedures and training for operators

### **Emergency Medical Services**

MCTA works with the local emergency medical services including hospitals on a regular basis to support improved medical response. Preparations include the following activities:

- Maintaining regular communications with EMS
- Scheduling a meeting on transit property or at the offices of EMS at least annually to ensure transit issues are understood by the organization
- Establishing appropriate EMS unit jurisdictions
- Establishing the level of service (equipment, personnel, etc.) to be delivered in response to various types and degrees of emergencies
- Establishing appropriate methods of communication for continuous coordination during a response
- Familiarizing EMS personnel with transit vehicles and facilities
- Conducting periodic drills in conjunction with EMS personnel

### **Training of First Responders on Transit Equipment**

MCTA holds annual training with local first responders to improve familiarity with transit fleet, facilities and operations. Key areas covered include:

- Vehicle and facility entry - windows, doors and hatches
- Hazardous materials
- Facility escape routes and safety zones
- Equipment shutdown
- Emergency dump valves
- Battery cut-off switches
- Appropriate zones to breach transit vehicles in event of an incident

- Communications compatibility

## 2.6 Exercises and Drills

In crisis management as in sports, the transit agency plays the way it practices. That is why MCTA is committed to testing their emergency preparedness plans through disaster drills and exercises.

MCTA is committed to participating in community emergency response exercises. This commitment requires the transportation system and community public response agencies to plan and conduct increasingly challenging exercises over a period of time. Implementation of such a program allows the collective community to achieve and maintain competency in executing the transportation component of local emergency response plans.

There are five major types of exercises that comprise this program, each with a different purpose and requirement. Each step is progressively more sophisticated in nature and will be undertaken in a step-by-step and long-term implementation plan that is integrated into overall community response.

1. Basic awareness training to familiarize participants with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities.
2. Operational training to familiarize front-line staff with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities.
3. Tabletop exercises that simulate emergency situations in an informal, low stress environment. It is designed to elicit discussion as participants examine and resolve problems based on existing crisis management plans and practical working experience.
4. Drills that test, develop or maintain skills in a single response procedure (e.g., communications, notification, lockdown, evacuation procedures, etc.). Drills can be handled within the organization, or coordinated with partner agencies, depending upon the drill objective(s). Drills help prepare players for more complex exercises in which several functions are simultaneously coordinated and tested.
5. Functional exercises are full-scale simulated incidents that tests one or more functions in a time-pressured realistic situation that focuses on policies, procedures, roles and responsibilities. It includes the mobilization of emergency personnel and the resources appropriate to the scale of the mock incident. Functional exercises measure the operational capability of emergency response management systems in an interactive manner resembling a real emergency as closely as possible.

## 3. PREVENTION

### 3.1 Overview

MCTA follows the guidelines provided by the Federal Transit Administration's (FTA) description of Core Elements addressing *Model Bus Safety Programs* in our internal focus on safety and the FTA's *Public Transportation System Security and Emergency Preparedness Planning Guide* in our internal focus on security.

### 3.2 Risk Reduction

The MCTA reviews current methods of threat and vulnerability resolution and establish procedures to 1) eliminate; 2) mitigate; 3) transfer, and/or 4) accept specific risks. Prioritization of safety/security remediation measures are based on risk analysis and a course of action acceptable by MCTA management.

**Risk reduction/elimination** implies changes to equipment, facilities, training or operational implementation in order to no longer be exposed to the hazard (e.g. moving maintenance facility out of the floodplain). **Risk control/mitigation** implies changes in policies or procedures that reduce the likelihood of an event, or reduce its impact on critical assets (e.g. defensive driver training). **Risk transference** implies that the risk exposure is borne by someone else (e.g. hazard and liability insurance).

#### 3.2a. - STRATEGIES TO MINIMIZE RISK

Protocol that MCTA employs to reduce vulnerability to unknown hazards and threats includes:

- Involving staff in the identification of hazards and threats
- Involving staff in creating strategies that prevent or mitigate unwanted incidents
- Providing training that raises staff awareness, across all departments, about agency-specific hazards and threats
- Using tabletop exercises to establish, assess and improve emergency response protocols
- Conducting Drills that raise staff proficiency in reacting to unwanted incidents, including proper use of emergency equipment and communication technologies
- Participating in exercises that improve coordination across departments and between responding agencies for any sort of critical incident

#### 3.2b. - EMERGENCY OPERATIONS POLICIES

Checking Weather and Other Hazardous Conditions

MCTA has in place Operations Policies that address responding to emergencies. Particular attention is given to the following issues:

At MCTA, management is responsible for checking weather and other reports to ensure it is safe to send vehicles on the road. This designated individual checks this information before each shift and at appropriate intervals, especially if severe weather is expected. Drivers performing their routes continuously assess road conditions, evaluating weather, construction, accidents, and other situations to ensure it is safe to proceed. Every effort is made to avoid sending drivers on routes if it is unsafe to do so. However, if a condition arises requiring a driver to abort a route, the dispatcher will contact the driver (or the driver will alert the dispatcher), and the dispatcher will provide instructions on how to proceed.

MCTA uses National Weather Service warnings, forecasts, and advisories available at [www.weather.gov](http://www.weather.gov), and weather radios monitored at dispatch site to track real-time information on the following conditions:

- Hazardous weather outlooks
- Special weather statements
- Winter storm watches
- Winter storm warnings
- Snow and blowing snow advisories
- Winter weather advisories
- Heavy freezing spray warnings
- Dense fog warnings
- Fire weather forecasts
- High wind warnings
- High wind watches
- Wind advisories
- Gale warnings
- Tornado watches and warnings
- Hurricanes
- Flood warnings
- Flood statements
- Coastal flood statements

MCTA also maintains a dispatcher log, a narrative description of what occurs during each shift. This enables the incoming dispatcher to read the previous shift log and know what needs to be tracked, problem areas of concern, or what is going right and wrong.

#### **Aborting or Changing Route Due to a Hazard**

To the extent possible, MCTA avoids sending vehicles out in conditions that might pose a hazard. It is the responsibility of the management to check weather and other relevant conditions at the beginning of a shift, and on an ongoing basis, to safeguard the wellbeing of passengers, employees, and others. If a hazard is encountered that causes it to be unsafe to continue on a route, agency policy is as follows:

- If the hazard is noted by the driver, he/she must call the dispatcher, describe the situation, and await further instruction.
- If the hazard is noted by staff other than the driver (e.g., the dispatcher becomes aware that a tornado is approaching), the dispatcher will contact the driver and provide direction.

Direction may be as follows:

- To abort the route, and drive the passengers to the nearest emergency drop point (see policy on emergency drop points)
- To abort the route and return to the agency (particularly if there are no passengers on the vehicle)

- To drop off some or all passengers at the next stops and to then abort the route, following the instructions of the dispatcher (returning to the agency or using an emergency drop point)

With most hazards or emergencies, it is the primary policy of MCTA that the driver, first, communicates with the dispatcher, describes the situation, and awaits instruction. The exception to this is in the case of an immediate life threatening situation when the driver acts first, then communicates. Policies are in place for a range of situations.

### **3.2c. – TRANSIT FACILITY SAFETY AND SECURITY REVIEW**

MCTA assesses on an ongoing basis the system's physical and procedural security systems and exposures. Findings from past and current threat and vulnerability assessments are of particular significance.

The conditions affecting facility security change constantly. Employees come and go, a facility's contents and layout may change, various threats wax and wane, and operations may vary. Even such mundane changes as significant growth of bushes or trees around a facility's exterior may affect security by shielding the view of potential intruders. MCTA reviews our security measures periodically, as well as whenever facilities or other conditions change significantly. MCTA also does the following:

- updates risk assessments and site surveys;
- reviews the level of employee and contractor compliance with security procedures;
- considers whether those procedures need modification; and
- Establishes ongoing testing and maintenance of security systems including access control, intrusion detection and video surveillance.

Special attention is given by MCTA to:

- developing and refining security plans
- encouraging personnel to maintain heightened awareness of suspicious activity
- providing special attention to perimeter security and access control
- maintaining a proactive effort of facility visitor access and control
- verifying the identify of service and delivery personnel
- heightening security measures involving buses and other vehicles
- securing access to utilities, boiler rooms and other facility maintenance operations
- examining and enhancing physical security measures related to outside access to HVAC (heating, ventilation and air conditioning) systems and utility controls (electrical, gas, water, phone)
- securing chemical and cleaning product storage areas and maintaining appropriate records of such items
- conducting status checks of emergency communication mechanisms
- Implementing information security programs including web site access to sensitive information
- identifying high risk facilities, organizations and potential targets in the community surrounding the transit facility
- using ID badges for all employees for security purposes

- considering using cameras to monitor facilities and/or transit vehicles
- ensuring adequate lighting for the facility grounds
- considering placing fencing or similar barrier around perimeter of facility and storage areas
- developing, reviewing, refining and testing crisis preparedness procedures

### **Bus Stop Locations**

When a decision is made to establish a bus stop, MCTA assesses bus stop locations to ensure that stops are located in the most secure areas possible. Guidelines for this assessment are:

- Highly visible
- Well lighted
- Located in populated areas when possible
- Located away from unsafe areas
- Co-located with other activity centers if possible

### **3.2d. - OSHA REQUIREMENTS**

MCTA periodically inspects its facilities and staff working conditions in order to ensure that the agency is compliant with all applicable OSHA requirements.

### **3.2e. – ALTERNATE BUSINESS LOCATIONS**

MCTA has established plans for alternate facilities, equipment, personnel, and other resources necessary to maintaining service during crisis, or to resume service as quickly as possible following disaster.

### **Emergency Drop Points**

Emergency drop points are pre-designated safe locations that are used by drivers to drop off passengers whenever instructed to do so by the dispatcher or the designated backup. In the event of an emergency, the dispatcher ensures that the driver has been contacted and given instructions as to where to drop off passengers, and the estimated time to drop off.

Decisions on selection of drop points are based on the following:

- All points must be manned
- Geographic distribution
- Physical safety of drop points
- Prioritization of passenger needs based on critical factors (i.e., medical needs of persons in the area, environmental conditions, etc.)
- Availability of on-site personnel to address passenger needs

Pre-existing agreements are in place for all drop points and the list of drop points is maintained by MCTA and reviewed on a quarterly basis.

### **3.2f. – COMPUTER SECURITY**

Computer backups of key financial, personnel, dispatching, and other information are performed regularly. These backups are stored in a fireproof and secured location. Computer backups and duplicate hard copies of important documents are kept off-site in a secured location with a rotation schedule that is updated daily so that at no time are all copies on property at the same time.

### **3.2g. – VEHICLE INSPECTION**

#### **Driver's Vehicle Checklist**

MCTA drivers complete a vehicle pre-trip inspection checklist when putting a vehicle into service. This pre-trip inspection includes:

- Inspection of the vehicle's required safety equipment
- Inspection of the interior of the vehicle to detect unauthorized objects or tampering
- Inspection of the interior lights to make sure they are operational and have not been tampered with
- Inspection under the vehicle to detect items taped or attached to the frame
- Inspection of the exterior of the vehicle for unusual scratches or marks made by tools; signs of tampering; unusually clean or dirty compartments; or items attached using magnets or duct tape
- Following established policy governing suspicious packages, devices, or substances to determine if an unattended item or an unknown substance found during inspection is potentially dangerous
- Immediately notifying a supervisor in the case of a potentially suspicious package(s) or evidence of tampering. Do not start or move the vehicle or use electronic means of communication.

Periodically throughout the driver's shift, the above inspections are conducted.

#### **Mechanic's Vehicle Checklist**

MCTA mechanics or contracted mechanics make the following security checks before releasing a vehicle for revenue service:

- Ensures that required safety equipment is on vehicle
- Inspects the interior of the vehicle for unknown objects or tampering
- Inspects the interior lights to make sure they are operational and have not been tampered with
- Inspects under the vehicle for items taped or attached to the frame
- Inspects the exterior of the vehicle for unusual scratches or marks made by tools; signs of tampering; unusually clean or dirty compartments; or items attached using magnets or duct tape



- Inspects the gas cap for signs of tampering or unusual items
- Inspects the engine compartment and other areas to detect foreign objects or false compartments in the air filter area or the cold oil filter. Also look for additional wires running to or from the battery compartment, and take note of unusually clean components and devices
- Inspects the fuel and air tanks to detect inconsistent and missing connections

Note: If the mechanic finds an unattended item or an unknown substance while conducting the inspection, the policy on suspicious packages, devices, or substances to determine whether the package is potentially dangerous is followed, and a supervisor is immediately notified.

### 3.2h. - VEHICLE MAINTENANCE

MCTA provides proper maintenance of vehicles and equipment critical to the continued safe operation of the transit system. Unsafe vehicles present unnecessary hazards to the driver, passengers and other vehicles on the road. Basic vehicle maintenance practices regularly address safety-related vehicle equipment to ensure that no unsafe vehicles are dispatched for service. Safety-related vehicle equipment includes:

- Service brakes and parking brake
- Tires, wheels, and rims
- Steering mechanism
- Vehicle suspension
- Mirrors and other rear vision devices (e.g., video monitors)
- Lighting and reflectors or reflective markings
- Wheelchair lifts

Most safety-related equipment is inspected during a pre-trip inspection to ensure that the vehicle is fit for service. MCTA has an established formal plan to address the maintenance requirements of our vehicles and equipment. The vehicle maintenance program addresses the following categories:

- **Daily servicing needs** – This relates to fueling, checking and maintaining proper fluid levels (oil, water, etc.), vehicle cleanliness, pre- and post-trip inspections and maintenance of operational records and procedures.
- **Periodic inspection** – These activities are scheduled to provide maintenance personnel an opportunity to detect and repair damage or wear conditions before major repairs are necessary. Inspection items include suspension elements, leaks, belts, electrical connections, tire wear, and any noticeable problems.
- **Interval related maintenance** – This focus is to identify wear, alignment, or deterioration problems of parts or fluids. Replacement intervals of these items are determined through transit agency experience and manufacturer recommendations.
- **Failure maintenance** - Regardless of the preventative maintenance activities, in-service failures will occur. When a failure is encountered that makes the vehicle unsafe or unable to continue operation, the vehicle is usually removed from service and returned to the garage for repair.

When possible, MCTA vehicles are stored in a secured and well-lighted location.

### 3.2i. – VEHICLE READINESS

It is the policy of MCTA to maintain fully stocked first aid kits, biohazard cleanup packs, fire suppression equipment, vehicle emergency equipment, and emergency instructions in all vehicles. Battery operated equipment batteries will be replaced semi-annually. The assigned driver inspects the vehicle daily for the following emergency supplies and documents the results on the pre-trip inspection sheet. In addition, when a mechanic places a vehicle back in service, he/she ensures the required safety equipment is on the vehicle. The required safety equipment includes:

First Aid Kit	Bio-hazard Kit
Fire Extinguisher	Reflective Triangles
Seat Belt Cutter	Flashlight

### 3.2j. – OPERATOR SELECTION

Operator selection is critical to MCTA safe transit operations. The driver of a MCTA transit bus is directly responsible for the safety of his or her passengers and other drivers that share the road with the transit vehicle. The driver selection criterion addresses specific, safety-related items.

- **Licensing** – The driver is properly licensed and the license is appropriate for the type of vehicle the driver is assigned. Licensing also considers local jurisdiction requirements.
- **Driving record** – The driver has an acceptable past driving record over a reasonable period of time. The driving record demonstrates an ability to follow traffic rules and regulations and thus avoid accidents.
- **Physical requirements** - The driver is physically able to perform the functions associated with the assignment. These factors include good eyesight with true color perception, good hearing, physical strength and dexterity to assist disabled passengers (especially in demand responsive/para-transit assignments), or other factors that may be unique to the service area and/or specific driving assignments.
- **Background checks** - MCTA does background checks on all employees to protect against hiring personnel with a history of aberrant behavior.

### 3.2k. - DRUG AND ALCOHOL POLICIES

A critical element of MCTA's commitment to safe operations is ensuring that our employees are not impaired due to the use of alcohol, illegal drugs, prescription drugs or over-the-counter medication.

MCTA follows the requirements set forth under 49 CFR Part 655 and 49 CFR Part 40 Amended as mandated by the FTA. The bottom line is protection of the riding public and transit employees, and all efforts are geared toward this end. The MCTA drug and alcohol program includes specific policies, procedures and responsibilities, or references the appropriate master document containing that information.

### **3.3 Training and Development**

#### **3.3a. – VEHICLE OPERATOR/DRIVER TRAINING**

##### **Driver Training**

Once qualified candidates are identified and hired, MCTA provides initial and ongoing refresher training critical to ensure proper operations and adherence to the transit providers' rules and regulations. MCTA understands that proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety-related issues appropriate to the type of vehicle and driving assignment. Special consideration is also given to crisis management concerns such as fire and evacuation.

- **Traffic Regulations** – Training addresses state and local traffic rules and regulations, traffic signs and signals, and proper vehicle operations (including proper use of hand signals).
- **Defensive Driving and Accident Prevention** – Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success.

MCTA drivers are taught to always drive defensively. This means driving to avoid and prevent accidents. It means driving with the vehicle under control at all times, within the applicable speed limits, or less if driving conditions so indicate, and anticipating possible unsafe actions of other drivers. Special attention is given in the MCTA safety program to hazardous conditions. These hazardous conditions include but are not limited to:

Winter driving	Fog
Rainstorms/thunderstorms	Flash flooding
Tornadoes	Skids
Intersections	Following distance
Backing	Passing
Lane changes and turns	Pedestrians, bicycles and motorcycles
Railroad crossings	Rollovers
Expressways	Traffic congestion

- **Vehicle Orientation and Inspection** – Training focuses on the type of vehicle that will be used in service. Significant differences can exist among different bus models and among different manufacturers, and equipment may have characteristics that are unique to the service environment.

- **Behind-the-wheel Training** – Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.
- **Passenger Sensitivity and Assistance Training** – Training covers topics ranging from general customer service techniques to elderly and disabled sensitivity to technical skills in lift and securement. The following subjects are included in the training:
  - Understanding passenger needs
  - Understanding disabilities
  - Americans with Disabilities Act (ADA)
  - Communicating with passengers
  - Sensitivity to passenger needs
  - Mobility devices
  - Lifting and body mechanics
  - Providing assistance to passengers
  - Wheelchair management
  - Lift and ramp operations
  - Emergency procedures

### **Radio Usage**

To ensure the safety of our drivers and passengers and to enhance the performance of our operations, all MCTA employees are familiar with two-way radio operations. Basic procedures are as follows:

- Staff using the two-way radio will follow the standard use practices of the FCC. Profanity, abusive language, or other inappropriate transmissions are not allowed, and could result in disciplinary action.
- All transmissions will be as brief as possible.
- All base stations and vehicle units shall be tuned to the appropriate assigned frequency at all times.
- Staff will initiate communications by first stating who they are calling, and then who is making the call. At the completion of the transmission both parties will indicate that the transmission is completed by stating their call sign and "clear".
- Except in the event of an emergency, all staff will listen for five seconds before transmitting to ensure there are no transmissions in progress. Other units' transmissions will not be interrupted unless it is an emergency.
- When an emergency is declared, all non-emergency transmissions will cease until a supervisor clears the emergency.
- In the event of an emergency, establish communications on the primary frequency and immediately shift to the secondary frequency. State the nature of the emergency and what assistance is required. To ensure appropriate help arrives promptly, staff will transmit the following items as soon as possible:
  - Who they are and their location, in detail,
  - What assistance they need,
  - How many passengers they have and the nature of their condition(s),

- Staff not involved with the emergency will stay off the radio; communications will be between Dispatch and the unit requesting assistance.
- After initial contact, emergency communications may also take place between a supervisor and the unit, or between Dispatch and a supervisor.

**Crisis Management Training** – Training covers emergencies the driver may face while out on the bus. Topics of this training range from breakdowns to accidents to fire/evacuation to handling violent perpetrators. The following subjects are included in the training:

- Accidents
- Ill and injured passengers
- Lift operations
- Fire safety
- Vehicle evacuation
- Blood borne pathogens (bodily fluid spill containment and clean up)
- Handling conflict
- Basic crisis management steps
- Transit security
- Securing the vehicle

**First Aid**

MCTA provides basic First Aid training to drivers, including triage procedures, focusing on:

- Clearing air passages
- Controlling bleeding
- Blood borne pathogen protection
- Handling shock victims
- Reacting to seizures

**3.3b. – TRAINING OF OTHER PERSONNEL**

At a minimum, MCTA includes this as part of the training curriculum for agency personnel not directly involved in revenue service:

**Maintenance**

- Mechanic Skill Development
- Defensive Driving
- CPR/First Aid/Triage
- Incident response protocols

**Scheduling and Dispatching**

- Scheduling and Dispatching Skill development
- Customer Relations
- Radio Usage
- Crisis Management
- Incident response protocols

#### **Management and Supervision**

- Leadership Skills
- Coaching, Counseling and Discipline
- Crisis Management
- Accident Investigation
- Crime scene Preservation and evidence collection requirements

### **3.3c. – TRAINING DOCUMENTATION**

The MCTA maintains complete and accurate records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the type of vehicle to which they are assigned as a part of training requirements. Because training transit operations personnel is not a onetime activity MCTA provides ongoing/recurring training necessary to reinforce policies and procedures as well as to provide a mechanism to brief drivers on new policies, procedures and/or regulations.

## **3.4 Security Awareness**

### **3.4a. – TRANSIT WATCH**

The MCTA supports Transit Watch and prepares all its employees to help promote safety and security within the community, region and nation.

Transit Watch was developed by the Federal Transit Administration (FTA) and encourages transit employees, transit riders and community members to be aware of their surroundings and alert to activities, packages or situations that seem suspicious. If something out of the ordinary and potentially dangerous is observed, it is to be reported immediately to the proper transit supervisor who may investigate and/or notify law enforcement authorities.

### **3.4b. – SUSPICIOUS ITEMS, VEHICLES, PEOPLE AND ACTIVITIES**

MCTA understands that it has a role to play in being a part of the eyes, ears and liability of the community and a part of the community's first line of defense. Therefore, it is vigilant and is committed to train and encourage all employees to be on the lookout for any suspicious people, activities, vehicles, packages or substances. Because MCTA employees know their operating environment, know what is usual and unusual, they are taught to trust

their gut reactions and report anything unusual, out of place or suspicious to dispatch/management who will then immediately pass this information on to the appropriate authorities.

All MCTA employees are "On the Look Out" for and report to the transit agency the following:

### **Suspicious Items**

Public transportation systems deal with items left unattended in stations and on vehicles all the time. These unattended packages impose a tremendous burden on security. Although unattended packages are rarely linked to explosive devices, they all represent a potential threat and need to be examined systematically. If an unattended package is not deemed suspicious, it will be treated as lost property and handled according to agency protocol.

MCTA trains employees to identify items, packages and devices as suspicious if they meet any of the following criteria:

- Common objects in unusual locations
- Uncommon objects in common locations
- A threatening message is attached
- Unusual wires or batteries are visible
- Stains, leaks or powdery residue are evident
- Sealed with excessive amounts of tape or string
- Lopsided or lumpy in appearance
- Tanks, bottles or bags are visible
- A clock or timer is attached
- A strange odor, cloud, mist, vapor or sound emanates from it
- Addressed with cut and paste lettering and/or common words misspelled
- Have excessive postage attached
- Abandoned by someone who quickly leaves the scene
- No one in the immediate area claims it as theirs
- An active attempt has been made to hide it (i.e. Placed in an out-of-the-way location)

Once an item, package or device is determined to be suspicious

- the item is not touched or moved
- the area or vehicle is immediately evacuated uphill and upwind
- Radio and cell phones should not be used within 300 feet of the suspicious package
- system management is notified, and
- Appropriate action is taken (i.e., notifying of bomb analysis team).

### **Suspicious Vehicles**

MCTA understands that vehicles (cars, trucks, boats, bikes) are frequently used in criminal or terrorist attacks. Therefore, agency employees are trained to be alert to suspicious vehicles in and around their work environment.

Employees are told to report vehicles to system management and authorities when they notice any of the following:

- Show signs of forced entry
- Have altered or makeshift company insignia or license plates
- Are located in an unauthorized area or near a potentially catastrophic target
- Contain unusual equipment which could be used in a violent act
- Appear to be overloaded and/or have bulging tires or sagging frames
- Emit unusual odors, leaks or residues

### **Suspicious People and Activities**

MCTA teaches its employees to be aware of suspicious people and activities. Employees are taught to focus on behaviors and not on a person's color, nationality, ethnicity or religion. The key concern in determining what is suspicious is always based on 1) where someone is, 2) when he or she is there, and 3) what he or she is doing. Employees are encouraged to trust their judgment based on their experience in and around the community, and the transit system, and that it normally is a combination of factors taking place that will accurately identify a suspicious person or act.

Specific actions that are of concern and may meet the threshold of reporting as suspicious include people appearing to be:

- gathering intelligence
- running security tests
- attempting infiltration
- conducting a dry run/drill
- deploying assets

Employees are taught by MCTA to determine if a behavior is suspicious based on the following categories:

- attitude of the person
- apparel and accessories
- body language (e.g. reaction to uniformed presence)
- actions in and around crowds

### **3.5 Safety Data Acquisition/Analysis Procedures**

To MCTA, understanding safety data is an important step toward allocating finite resources to implement safety program elements. Data on safety-related events such as

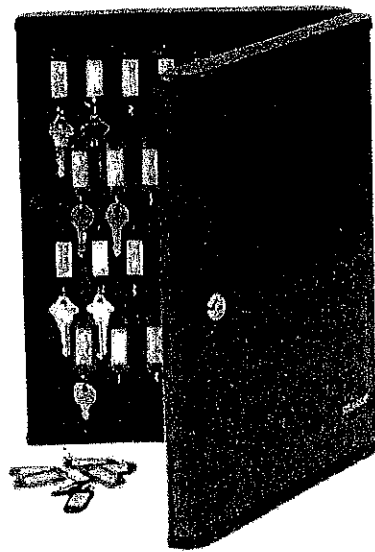
- passenger injuries or claims
- passenger complaints
- employee injuries



- accidents
- incidents
- EOL's
- turnarounds
- bus stops
- shelters

## SECURITY PLAN-KEY CONTROL

Is used to determine trends in system operations. The ultimate goal is to identify and mitigate hazards before they cause accidents, thus boosting system performance and delivery of service to the riding public.



# CONTINUITY OF OPERATIONS PLAN

September 14, 2021

## FOREWORD

Local Communities have an ethical responsibility to ensure the safety of their community. They also have a legal obligation to operate in a prudent and efficient manner, even during an impending threat or following a disaster.

This continuity of operations (COOP) plan provides guidance for the Madison County Transportation Authority to perform its essential functions as part of a COOP capability.

Recommended changes to this document may be addressed, at any time, to the Madison County EMS

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Chief Municipal Officer

## **Introduction**

The Madison County Transportation Authority resides in a rural and economically depressed county in Western North Carolina. MCTA covers 947 miles of mountainous region with three small towns; Hot Springs, Marshall, and Mars Hill. There are slightly over 20,000 residents. MCTA typically transports the elderly and medically fragile in Madison County.

## **Purpose**

This continuity of operations (COOP) plan for the Madison County Transportation Authority (MCTA), hereinafter called Community, presents a management framework, establishes operational procedures to sustain essential functions, and guides the restoration of full functions if normal operations in one or more of the Community's locations are not feasible.

This plan was prepared in accordance with Department of Homeland Security (DHS) Headquarters Continuity of Operations (COOP) Guidance Document, dated April 2004, which provides a structure for formulating a COOP plan; Presidential Decision Directive-67, "Ensuring Constitutional Government and Continuity of Government Operations," which requires all Federal departments and agencies to have a viable COOP capability; and State of North Carolina requires all local communities to prepare for emergencies and disasters.

This document focuses on the basic COOP elements: essential functions, critical systems, alternative facilities, orders of succession, delegations of authority, and vital records. Development of procedures that address the basic COOP elements and work in concert with business continuity and disaster recovery plans allows for uninterrupted delivery of the Community's essential functions.

This document applies to the full spectrum of threats and emergencies that may affect the Community. Specifically, this COOP plan is based on an event scenario that disrupts the Community's essential functions. In this scenario, the Community location is closed for normal business activities. The most likely causes of such disruption are severe winter storms (i.e., ice or snow), widespread utility failure, multiple explosions, civil disturbance, or credible threats of actions that would preclude access to or use of Community facilities. Under this scenario, Community offices relocate staff and resources to a remote facility identified as the Emergency Relocation Site (ERS).

## **Essential functions**

This COOP plan is based on the Community's essential functions. It serves as an operational guide to facilitate the relocation of Community staff to an ERS and the backup of critical systems and vital records so that essential functions may continue. The level and manner of support needed to continue essential functions is dependent on the nature of an event. This plan describes the processes and procedures needed to support continuation of essential functions identified in the following table.

Priority	Department	Essential Functions
1	MCTA	Transportation Services – Dialysis
2		Transportation Services - Cancer Treatment
3		Transportation Services – Medical Appointments
4		Transportation Services – Shopping/life needs
5		
6		
7		
8		
9		

A specific Community department oversees each essential function listed above, which in turn, is supported by specific critical systems and/or vital records. Therefore, to maintain an operational status, the Community must support the required department (staff), critical systems, and vital records at the ERS.

#### Authorities and References

Authority, support, and justification for continuity of operations (COOP) planning are provided through the documents listed in Annex A.

#### Concept of Operations

A COOP plan must be maintained at a high level of preparedness and be ready to be implemented without significant warning. It should be implemented fully no later than 12 hours after activation and provide guidance to sustain operations for up to 30-days. The broad objective of this COOP plan is to provide for the safety and well-being of Community employees. In addition, this plan will facilitate the execution of the Community’s essential functions during any crisis or emergency in which one or more Community locations are threatened or not accessible. Specific Community COOP Plan objectives include the following:

- Enable staff to perform essential functions to prepare for and respond to the full spectrum of possible threats or emergencies including terrorism, technological catastrophes, natural or manmade disasters, and other crises.
- Identify key principals and supporting staff who will relocate.
- Ensure that the Emergency Relocation Site (ERS) can support Emergency Relocation Group (ERG) operations.
- Protect and maintain vital records and critical systems.

An emergency, such as an explosion, fire, or hazardous materials incident, may require the evacuation of one or more Community locations with little or no advance notice. Building evacuation, if required, is accomplished via implementation of Occupant Emergency Plans for each location. **This COOP Plan is not an evacuation plan**, rather it provides for a deliberate and preplanned movement of selected principals and supporting staff to the ERS.

Following an incident so severe that one or more Community locations are rendered unusable, or if such an event appears imminent, the Chief Municipal Officer instructs the Emergency Management Director or Senior COOP Official to activate the Community COOP Plan. The Emergency Management Director or Senior COOP Official deploys the appropriate members of the ERG.

## Phase I: Activation and Relocation

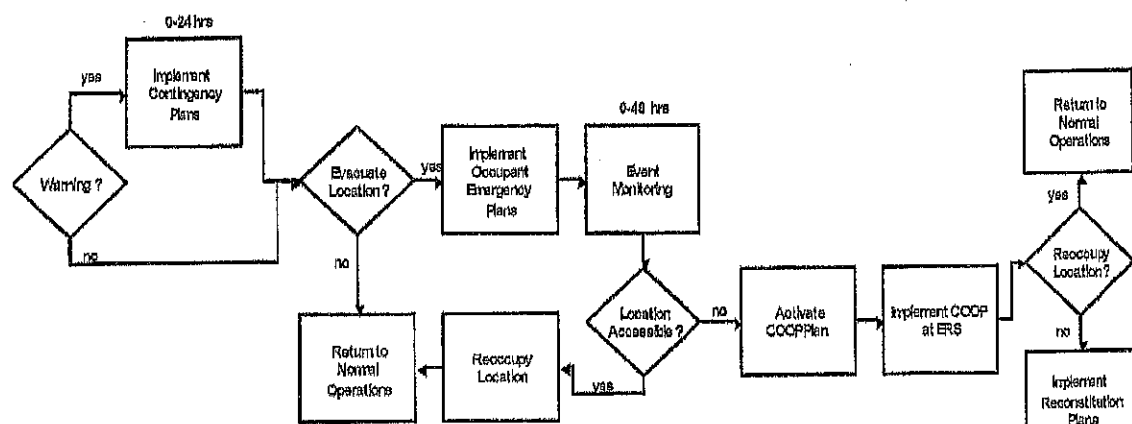
The extent to which orderly alert and notification is possible depends on the amount of warning received, whether personnel are on duty at Community locations or off duty at home or elsewhere, and, possibly, the extent of risk for Community personnel or locations.

### Decision Process

Execution of this COOP plan focuses on continuing the Community's essential functions via the relocation of select personnel, ERS operations, and critical systems recovery. This COOP plan may be executed in several phases that are delimited by the time from warning dissemination and the activities being performed. Depicted below is the Community's decision process.

Any disaster, whether natural, manmade, or technological, that adversely affects the Community's ability to perform essential functions, requires activation of this plan.

### Alert, Notification, and Implementation Process



Community staff will be contacted with alert and notification information using the following contact lists.

- County Manager, MCTA Director, MCTA Operations Manager, MCTA Dispatcher, Drivers
- Community Emergency Telephone Directory
- FEMA Regional Office Contact Information

**Note:** Information and guidance for Community members is normally relayed by network messages, e-mail, or phone using existing emergency calling plans. All members of the Emergency Relocation Group (ERG) will be notified initially by phone; however, other Community staff members will be notified via network alerts and/or public address announcements, as appropriate. Based on the situation, current information may also be available via announcements released to and made by local radio and TV stations.

Employees should listen for specific instructions and specifically for the words "Emergency Personnel." All Community employees should remain either at their office or at home until specific guidance is received.

**Leadership**

**Orders of Succession**

In the event of a vacancy in the position of Director, or the absence of the incumbent in this position, another individual serving in an acting capacity shall temporarily assume the duties of the position.

- Successor #1 MCTA Operations Manager
- Successor #2 MCTA Dispatcher
- Successor #3
- Successor #4

**Delegation of Authority**

The Community and its Chief Municipal Officer are charged with maintaining a comprehensive State-wide program of public transportation. This is carried out through execution of the following tasks:

- Transportation for Madison County residents for medical appointments and general life needs.

Delegations of authority from the position of Chief Municipal Officer are established to ensure the ability of Community staff members to perform essential functions while remaining a viable part of the organization. Persons in the following positions, listed in order of precedence, are assigned continuity of operations responsibilities by the Chief Municipal Officer:

- MCTA Operations Manager
- MCTA Dispatcher

**Emergency Response Group**

Personnel with select knowledge, skills, and abilities are required to perform the tasks associated with the Community's essential functions. The following personnel are identified as critical members of the ERG.

Emergency Personnel			
Office/Division	Position	Duties	Number
Office A	Director	Direction and Control	1
	Operations Manager	Direction/Control/Scheduling	1
Office A	Dispatcher	Scheduling/Communication	1

**Execution**

Departure of ERG Advance Team:

The Community Chief Municipal Officer, or other person with delegated authority, directs the Emergency Management Director or Senior COOP Official to begin the movement of the ERG.

- The Senior COOP Official notifies the Relocation Site Support Official that the ERG has departed.
- ERG members depart with their flyaway kits.

- The Senior COOP Official notifies other Community offices outside the affected area and clients, as appropriate, that the activation of the COOP Plan is in progress.

**Departure of Non-ERG Agency Personnel:**

At the time of an emergency notification, and in the absence of guidance to the contrary, non-ERG personnel present at each affected Community location are directed to go home to await further instructions.

**Transition of Responsibilities to the Deployed ERG:**

- Following arrival at the ERS, the Community Chief Municipal Officer, or designee, orders the cessation of operations at the affected Community location(s).
- The Senior COOP Official notifies other offices outside the affected area that Community operations have shifted to the ERS.
- The Senior COOP Official notifies Community clients that operations have shifted to the ERS.
- As appropriate, the Senior COOP Official, or designated representative, notifies vendors and other service providers that Community operations have been relocated temporarily and provides direction to either continue or temporarily suspend provision of service.

**Phase II: Alternate Facility Operations**

Alternative facilities (i.e., ERSs) must be capable of supporting operations in a threat-free environment in the event that essential functions and supporting staff are relocated to the site. A relocation site must have sufficient space and equipment to sustain operations for a period of up to 30-days. An ERS must also have the appropriate physical security and access controls. The Senior COOP Official, or designated alternate, conducts semiannual reviews of the space allocations with each ERS Support Official to ensure the adequacy of space and other resources. The eleven transportation vans, and two hand held radios (with chargers) will be moved to the alternate location.

**Mission Critical Systems**

In general, the telecommunication and information system support provided at Community locations is available independently at the ERS. It is imperative that the Senior COOP Official ensures that unique or critical information system requirements are considered in planning and, if appropriate, identified as capabilities to be provided by support organizations at the ERS. Community offices shall maintain all necessary and up-to-date files, computer software, and databases required to carry out essential functions.

**Vital Files, Records, and Databases**

<b>System Name</b>	<b>Current Location</b>	<b>Other Locations</b>
CTS	MCTA	System is web based
NCTracks, EPS, Trapeze, Arms	MCTA	Systems are web based
One Drive	MCTA	Web based



One COOP Plan responsibilities is to comply with the U.S. National Archives and Records Administration Code of Regulations, Subchapter B – Records Management, to ensure the protection and continuous availability of vital records. Vital records are documents, references, and records, regardless of media type, that are needed to support essential functions under the full spectrum of emergencies and disasters.

All vital records must be protected from damage or destruction. Community vital records are stored in a properly equipped, environmentally controlled facility that is secure but also accessible when needed for records retrieval. The Senior COOP Official is to make certain that databases and other references supporting the essential functions of the Community are prepositioned at each ERS, carried with deploying personnel, or available through a backup process.

Over time, vital records become outdated and require updating through a process called cycling. Inclusion of cycling procedures in the Vital Records Management Program ensures that vital records are current and accurate when needed.

Vital File, Record, or Database	Form of Record (e.g., hardcopy, electronic)	Pre-positioned at Alternate Facility	Hand Carried to Alternate Facility	Backed up at Third Location
CTS	Electronic			X
NC Tracks	Electronic			X
EPS	Electronic			X
Trapeze	Electronic			X
Arms	Electronic			X
One Drive	Electronic			X
Rider Files	Hardcopy		X	

**Phase III: Reconstitution**

Within hours of relocating to the ERS, the Senior COOP Official, with the approval of Federal, State, and local law enforcement and emergency services, initiates operations to salvage, restore, and recover the Community location(s). These reconstitution efforts generally begin when the Chief Municipal Officer, or other authorized person, ascertains, in coordination with Federal, State, and local authorities that the emergency has ended and is unlikely to recur. However, once the appropriate Community official determines that the emergency has ended; immediate reconstitution may not be practical. Depending on the situation, one of the following options should be considered for implementation:

- Continue to operate from the ERS.
- Begin an orderly return to Community locations and reconstitute from remaining Community offices or other resources.
- Begin to establish a reconstituted Community in some other facility.

## COOP Planning Responsibilities

### *Chief Municipal Officer*

- Provides overall policy direction, guidance, and objectives for COOP planning.
- Provides policy direction, guidance, and objectives during an incident for the Implementation of the COOP Plan.
- Consults with and advises appropriate officials during implementation of the COOP Plan.
- Serves as the principal Community representative to external parties and groups during implementation of the COOP Plan.

### *Emergency Management Director or Senior COOP Official*

- Serves as the Community COOP program point of contact.
- Coordinates Implementation of the COOP Plan and initiates appropriate notifications inside and outside the Community during COOP Plan Implementation.
- Coordinates the COOP Training, Testing, and Exercising Program.
- Aids ERG efforts at the ERS.
- Initiates recovery of Community, as part of reconstitution.

### *ERS Support Official*

- Prepares site support plans to support the Implementation of the COOP Plan to facilitate the smooth transition of direction and operations from the Community location(s) to the ERS.
- Provides for the proper storage of backup copies of vital records and other pre-positioned items.
- Designates personnel responsible to assist the arriving ERG Advance Team.
- Maintains a current roster of designated site support staff.
- Supports periodic coordination visits by Community offices.
- Keeps the Senior COOP Official informed of site vulnerabilities or changes in site resources that may impact the effective Implementation of the COOP Plan.
- Requests an annual security risk assessment of the ERS by security staff to assist in ensuring COOP relocation site readiness.
- Coordinates appropriate billeting arrangements with the ERS, if appropriate, for employees who will not commute and need to remain overnight near the ERS.
- Conducts periodic coordination visits to the ERS.
- Participates in scheduled tests, training, and exercises.

### *Department Director*

- Appoints a COOP point of contact for coordination and implementation of the COOP Plan.
- Keeps the Senior COOP Official informed of any changes in the designation of the office COOP point of contact.
- Identifies essential functions to be performed when any element of the Community is relocated as part of the COOP Plan.
- Identifies those functions that can be deferred or temporarily terminated in the event the COOP Plan is implemented.
- Maintains a current roster of office personnel designated as ERG members.
- Maintains current personnel emergency notification and relocation rosters.
- Prepares backup copies or updates of vital records.

- Ensures that the time and attendance function is represented on the ERG.
- Designates personnel to assist security officials in securing office equipment and files at Community locations when implementing the COOP Plan.
- Conducts periodic tests of the office telephone notification cascade(s).

#### *Community Staff*

- Review and understand the procedures for emergency evacuation of Community locations in the Occupant Emergency Plan.
- Review and understand responsibilities related to COOP support functions and performance of Community essential functions at a relocation site.
- Report to work to perform essential functions as detailed in this COOP plan or as requested.
- Provide current contact information to supervisors.

#### **Logistics**

##### **Alternate Location**

The Community has designated one ERS to support the ERG following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices. The ERS should be used when town hall and/or department offices buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

##### **Interoperable Communications**

The success of Community operations at the Emergency Relocation Site (ERS) depends upon the availability and redundancy of significant communication systems to support connectivity to internal organizations, other agencies, critical customers, and the public. Interoperable communication should provide a capability to correspond with the Community's essential functions, to communicate with other Federal agencies, State agencies, and local emergency support personnel, and to access other data and systems necessary to conduct all activities.

#### **Test, Training, and Exercises**

A changing threat environment and recent events emphasize the need for COOP capabilities that enable the Community to continue its essential functions across a broad spectrum of emergencies. Federal Preparedness Circular (FPC) 66, in accordance with FPC 65, states that testing, training, and exercising of COOP capabilities are necessary to demonstrate and improve the ability of agencies to execute their essential functions. The Community Tests, Training, and Exercises (TT&E) Program incorporates the three functional areas of testing systems and equipment, training personnel, and exercising plans and procedures.

#### **Multi-Year Strategy and Program Management**

##### **Multiyear Strategy**

The Community COOP Plan Multiyear Strategy includes the objectives and key strategies for developing and maintaining a viable COOP program, including the support for short- and long-term initiatives.

##### **Program Management**

The Program Management Plan is a critical element of the Community's strategic planning activities because it documents the tactics executed to achieve the initiatives in the multiyear strategy. It describes

the Community's needs, defines roles and responsibilities, and documents specific program timelines. In addition, it provides an effective program management tool for oversight, resource allocation, and progress evaluation.

**COOP Plan Maintenance**

To maintain viable COOP capabilities, the Community is continually engaged in a process to designate essential functions and resources, define short- and long-term COOP goals and objectives, forecast budgetary requirements, anticipate and address issues and potential obstacles, and establish planning milestones. Following is a list of standardized list of activities necessary to monitor the dynamic elements of the Community COOP Plan and the frequency of their occurrence.

<b>Activity</b>	<b>Tasks</b>	<b>Frequency</b>
Plan update and certification	Review entire plan for accuracy. Incorporate lessons learned and changes in policy and philosophy. Manage distribution.	Annually
Maintain orders of succession and delegations of authority	Identify current Incumbents. Update rosters and contact information.	Semi-annually
Maintain emergency relocation site readiness	Check all systems. Verify accessibility. Cycle supplies and equipment, as necessary.	Monthly
Monitor and maintain vital records management program	Monitor volume of materials. Update/remove files.	On-going

## **Annex A: Authorities and References**

Authority, support, and justification for continuity of operations (COOP) planning are provided through the documents listed below.

### **Federal Guidance**

***Executive Order 12148--Federal Emergency Management.*** EO 12148 establishes Federal policies and coordinates civil emergency planning, management, and assistance functions. It also establishes the President's role in working with State and local governments.

***Executive Order 12472--Establishment of the National Communications System.*** EO 12472 establishes the National Communication Systems as a Federal interagency group assigned national security and emergency preparedness telecommunications responsibility throughout the full spectrum of emergencies. Responsibilities include planning, developing, and implementing enhancements to the national telecommunications infrastructure to achieve measurable improvements in survivability, interoperability, and operational effectiveness under all conditions. This is accomplished by effective management and by using national telecommunication resources to support the Government during any emergency.

***Executive Order 12656--Assignment of Emergency Preparedness Responsibilities.*** EO 12656 is the foundation of these mandates. It requires Federal agencies to develop plans and procedures that ensure the survival of the U.S. Constitution and American Government by enabling them to continue to provide essential functions and services during and following a disaster or emergency. Executive Order 12656 assigns national security management preparedness responsibilities to Federal departments and agencies.

***Presidential Decision Directive 63.*** PDD-63 is a national-level effort to ensure the security of the increasingly vulnerable and interconnected infrastructure of the United States. It requires departments and agencies to develop a plan for protecting critical infrastructures, including telecommunications, banking and finance, energy, transportation, and other essential functions and services. The directive addresses those services provided by Federal, State, and local governments.

***Presidential Decision Directive 67.*** PDD-67 directs the Federal executive branch departments and agencies to have a viable COOP Plan and capability. Departments and agencies must be able to operate at their alternative facilities with or without warning no longer than 12 hours after the disaster and to maintain sustained operations for a minimum period of up to 30-days. The plans identify those requirements necessary to support the primary functions, such as emergency communications, establishing a chain of command, and delegations of authority.

***Executive Order 13228--Establishing the Office of Homeland Security and the Homeland Security Council.*** EO 13228 establishes the Office of Homeland Security in response to the terrorist attacks on September 11, 2001. Responsibilities of the office include developing and coordinating the implementation of a comprehensive national strategy to secure the United States from terrorist threats or attacks. The office shall coordinate the executive branch's efforts to detect, prepare for, prevent, protect against, respond to, and recover from terrorist attacks within the United States.

***Executive Order 13231--Critical Infrastructure Protection in the Information Age.*** EO 13231 establishes a protection program that consists of continual efforts to secure information systems for critical infrastructure that includes emergency preparedness communications. To achieve this policy, there will be a senior executive branch committee to coordinate that will have cognizance over all Federal efforts and programs involving continuity of operations, continuity of government, and Federal department and agency information systems protection.

***Robert T. Stafford Disaster Relief and Emergency Assistance Act, Amended (U.S. Code Title 42 Section 5121).*** This act provides for an orderly and continual means of assistance by the Federal Government to State and local governments for carrying out their responsibilities to alleviate the suffering and damage that result from disasters. 42 USC 5121 encourages the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by the States and local governments.

***U.S. National Archives & Records Administration (NARA) Code of Federal Regulations.*** The NARA Code of Federal Regulations (CFR), Subchapter B, Records Management, provides guidance and prescribes policies for records management programs relating to record creation and maintenance, adequate documentation, and proper record disposition.

***Homeland Security Presidential Directive-1.*** The Homeland Security Council (HSC) shall ensure coordination of all homeland security-related activities among executive departments and agencies and promote the effective development and implementation of all homeland security policies. The HSC Principals Committee (HSC/PC) shall be the senior interagency forum under the HSC for homeland security issues. The HSC Deputies Committee (HSC/DC) shall serve as the senior sub-Cabinet interagency forum for consideration of policy issues affecting homeland security. HSC Policy Coordination Committees (HSC/PCC) shall coordinate the development and implementation of homeland security policies by multiple departments and agencies throughout the Federal Government and shall coordinate those policies with State and local government.

***Homeland Security Presidential Directive-3.*** The Homeland Security Advisory System provides warnings in the form of a set of graduated "Threat Conditions" that would increase as the risk of the threat increases. At each threat condition, Federal departments and agencies implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert. This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

***FEMA Federal Preparedness Circular (FPC) No. 65-Federal Executive Branch Continuity of Operations (COOP).*** FPC 65 provides guidance to Federal executive branch departments and agencies for developing viable and executable contingency plans for continuity of operations. COOP planning facilitates the performance of department/agency essential functions during any emergency or situation that may disrupt normal operations. FPC 65 requires that each agency appoint a senior Federal Government executive as an emergency coordinator to serve as program manager and agency point of contact for coordinating agency COOP activities. This ensures continuous performance of an agency's essential functions during an emergency and protects essential facilities, equipment, records, and other assets. The actions recommended in FPC 65 will reduce disruptions to operations and loss of life, and minimize damage and losses. It achieves a timely and orderly recovery from an emergency and resumption of full service to customers.

***Federal Preparedness Circular No. 66-Test, Training and Exercise (TT&E) Program for Continuity of Operations (COOP).*** FPC 66 provides guidance to Federal executive branch departments and agencies for use in developing viable and executable TT&E programs to support the implementation and validation of COOP plans. These activities are important elements of a comprehensive emergency preparedness program necessary to improve the ability of agencies to effectively manage and execute their COOP plans.

***Federal Preparedness Circular No. 67-Acquisition of Alternate Facilities for Continuity of Operations (COOP).*** FPC 67 provides guidance to Federal executive branch departments and agencies for acquiring alternative facilities to support their COOP. FPC 67 requires agencies to designate alternative operating

facilities as part of their COOP plans and prepare their personnel for the possibility of sudden relocation of essential functions or COOP contingency staff to these facilities should an emergency necessitate that action.

### **State Guidance**

North Carolina (N.C.) General Statutes 58-9; 118-38; 143-166.1, 143-507 through 517, 153-A and 160-A

N.C. General Statutes 166A

N.C. Executive Order 72.

N.C. General Statutes 115C-242 (6)

N.C. General Statutes Article 36A of Chapter 14

State of North Carolina Executive Order 43, North Carolina Emergency Response Commission (NCERC), April 7, 1987

North Carolina General Statute, Chapter 95, Article 8, The Hazardous Chemical Right-To-Know Act

North Carolina Hazardous Materials Right-To-Know Law

### Annex B: Alternate Location/Facility Information

The Community has designated one primary Emergency Relocation Site (ERS) to support the Emergency Relocation Group (ERG) following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices buildings. The ERS should be used when town hall and/or department offices buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

<b>Emergency Relocation Site Information</b>	
Address	348 Medical Park Dr, Marshall, NC 28753
Phone Number	828-649-2721
Relocation Site Official	Sherriff's Office
Directions	1 mile away
Map	



**Annex C: Plan Activation and Notification**

The Community has designated one primary Emergency Relocation Site (ERS) to support the Emergency Relocation Group (ERG) following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices buildings. The ERS should be used when the headquarters

Emergency Level	Type of Events	COOP Plan Activation Authority	Notification Method
(Local Emergency)	(Fire, attack on your headquarters', etc.)	Daniel Metcalf/Director	Phone/ Text Tree - Employees
		Any situation that prohibits operations at this location.	(Agency specific announcement) Made by the county alert / call system
(Regional or National Emergency)	(Hurricane, flood or other localized disasters)	County EMS , County Manager	Phone / Text Tree – Employees County Call system
		Any local disaster that causes operations to be moved to the alternate location.	(Medial announcement addressing Federal government activities and directing Federal employees to report to alternate emergency work locations)
(National Security Emergency)	(Terrorist use of weapons of mass destruction)	County EMS, Sherriff, County Manager	Phone / Text Tree- Employees County Alert call system
			(Medial announcement addressing Federal government activities, if available. If unavailable, activation is automatic after 4 hours.)
(Other type of Emergency)	(Event)	(Name & Title)	(Telephone tree)
		(Describe Trigger(s) that activates plan)	

and/or regional office buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

## **Annex D: Definitions and Acronyms**

The following terms or phrases are found in this document.

***Advance Team.*** ERG personnel who immediately deploy to the Emergency Relocation Site (ERS) upon receiving a COOP warning or activation, to initiate actions at the ERS in preparation for the arrival of the main body of Emergency Personnel. Advance Team plus Emergency Personnel constitute an ERG.

***Business Continuity Plan (BCP).*** The BCP provides procedures for sustaining an organization's business functions during and after a disruption. An example of a business function may be an organization's payroll process or consumer information process. A BCP may be written for a specific business process or may address all key business processes.

***Business Recovery Plan (BRP).*** The BRP addresses the restoration of business processes after an emergency, but unlike the BCP, lacks procedures to ensure continuity of critical processes throughout an emergency or disruption.

***Continuity of Operations (COOP) Plan.*** An action plan that provides for the immediate continuity of essential functions of an organization at an alternative facility for up to 30-days in the event an emergency prevents occupancy of its primary facility.

***Disaster Recovery Plan (DRP).*** The DRP applies to major, usually catastrophic, events that deny access to the normal facility for an extended period. Frequently, DRP refers to an IT-focused plan designed to restore operability of the target system, application, or computer facility at a relocation site after an emergency.

***Emergency Personnel.*** The key principals and staff members of the ERG, responsible for the execution of essential functions. Advance Team plus Emergency Personnel constitute an ERG.

***Emergency Relocation Group (ERG).*** Predesignated principals and staff who move to a relocation site to continue essential functions in the event that locations are threatened or incapacitated. The ERG comprises Advance Team plus Emergency Personnel.

***Emergency Relocation Site (ERS).*** A remote alternative facility to which the ERG moves to continue essential functions in the event that traditional work sites are incapacitated.

***Essential functions.*** Essential functions are those functions, stated or implied, that are required to be performed by statute or Executive order, or other functions deemed essential by the heads of principal organizational elements (i.e., administrators, office directors, and division directors).

***Occupant Emergency Plan (OEP).*** The OEP provides the response procedures for occupants of a facility in the event a situation poses a threat to the health and safety of personnel, the environment, or property. Such events include a fire, hurricane, criminal attack, or a medical emergency.

***Point of Contact (POC).*** The designated focal point for actions involving a specific plan, as in "COOP POC."

***Relocation Site (RS) Support Official.*** Serves as the COOP point of contact at each ERS. Responsible for the readiness and operational condition of the ERS, as appropriate, including telecommunications, infrastructure, and equipment; and support the billeting and meal needs of the ERG.

***Senior COOP Official.*** Serves as the COOP point of contact. Responsible for coordinating implementation of the COOP Plan; initiating appropriate notifications inside and outside the Agency during COOP Plan implementation; being the point of contact for all COOP training, testing, and exercising; assisting ERG efforts at the ERS; and initiating recovery of the Agency as part of reconstitution.

## SIGNATURE AND CERTIFICATION PAGE

The Board of Madison County Commissioners has reviewed each of the Six Plans comprised in the System Safety Plan (SSP). During this review suggestions were made and the Plan was updated to reflect the suggestions.

\_\_\_\_\_, Transit Director

Date:

I hereby certify this Plan for

Mark Smith

Public Transportation System.

CHAIR BOARD SIGNATURE  
Authorized Representative

Date: September 14, 2021

MADISON COUNTY TRANSPORTATION AUTHORITY	POLICY AND PROCEDURE MANUAL
POLICY: No-Shows/Cancellations/Scheduling	EFFECTIVE DATE: 2/21/2001
DIRECTOR: Regina Sams	Policy Number: 14-009
REVISED DATE: 10/14/08 : 1/8/09	Revised Date : 11/2/15 : 9/14/2021

**SCHEDULING:**

Requests for transportation must be received at least one to two weeks prior to the date of the trip or as soon as possible to schedule the trip. The Madison County Transportation Authority office will make all efforts to schedule the trip but at times the passenger may have to be denied if there are no available times slots. The MCTA office will try to reschedule the appointment with the passenger. All appointments for trips will be placed in the **Appointment Book and CTS system**. Passenger trip sheets will be completed and given to the drivers who will be performing the transportation services. Scheduling for appointments can be made by fax, telephone, email or in person. MCTA email address is: [mcta@madisoncountync.gov](mailto:mcta@madisoncountync.gov) . MCTA office number is 649-2219; DSS contact number for Medicaid passengers is 649-2711.

All requests for transportation, including shopping trips, must be relayed and assigned through the MCTA office. Drivers do not have the authority to transport any person/passenger without approval from the MCTA office.

Appointments for Medicaid passengers are made through the transportation section of the Department of Social Services. Requests for Medicaid transportation can be made by calling 649-2711. The Department of Social Services will schedule the appointments through the Madison County Transportation Authority office or other available sources.

**TIME OF ARRIVAL:**

Passengers with appointments in Asheville should be prepared to board the vans at least **one hour** before the appointment time. This may vary due to your location within Madison County. The Dispatcher/Scheduler will notify you if you need to be ready for transport any earlier than one hour. At times two or three passenger are to be picked up for the trip and it will take longer to pick up all passengers and transport them to their appointments on time. Passengers with appointments in Madison County, again depending on your location, should be ready for transportation at least **fifteen to thirty minutes** before their scheduled appointment.

#### **WAIT TIME:**

The MCTA drivers will blow their horns twice to notify the passenger when they arrive at the passenger's residence. This will signal the beginning of wait time. If the passenger is hearing impaired then the Scheduler/Dispatcher will call the passenger. If the driver/MCTA vehicle arrives prior to the recommended pick up window of time, then the wait time would not be in effect until after the anticipated arrival time. Driver **wait time will not exceed five (5) minutes**, unless the passenger has disabilities that require special accommodations. Passengers with disabilities need to relay the type and extent of their disability.

#### **NOTIFICATION OF NO-SHOWS/CANCELLATIONS:**

The MCTA Scheduler/Dispatcher will notify all sponsoring agencies of each passenger no-show within 48 hours of the missed appointment, so the sponsoring agency can counsel the passenger regarding the importance of keep MCTA transportation appointments.

#### **NOTIFICATION:**

The MCTA Dispatcher/Scheduler will notify all passenger except Medicaid (DSS) by letter of their "no-show" appointment and attach a copy of MCTA's No Show Policy. A sample of the letter is attached to the policy. All passengers who schedule an appointment either with MCTA or with DSS (Medicaid) will be advised of the NO SHOW policy. The policy will be explained by the MCTA and DSS offices when the appointments are initiated. DSS Transportation staff will contact Medicaid passengers who are a no show and discuss the importance of keeping their appointments or of notifying transportation services in a timely manner if they plan on cancelling.

#### **SUSPENSION OF SERVICES:**

If the passenger is a "No Show" consistently over a month's time at a frequency of 33% of the time to the passenger's residence, then all future transportation requests for service will be suspended at the MCTA Director's discretion for a period of seven days (1<sup>st</sup> offense), 14 days (2<sup>nd</sup> offense), 30 days each following offense. This will be relayed to the passenger by the MCTA director in writing. If the appointment is scheduled through DSS (Medicaid), the MCTA Director will relay the no show passenger information to the DSS transportation staff, DSS staff will advise their clients of the No Show policy, of the suspension if in place and will forward a copy of the policy and letter of notification, Services may be reinstated after the suspension.

#### **CANCELLATIONS:**

Cancellations telephoned to the office will be relayed to the drivers as soon as they are received. Passengers are asked to notify the office as soon as possible if they decide to cancel their scheduled trip due to any circumstance. Passengers are required to notify the MCTA office/DSS office during business hours. Cancellations received after working hours will be recorded as a "No Show" unless there are extenuating circumstances.

Madison County Transportation Authority

September 14, 2021

Cash Management Policy

Persons Affected: MCTA Van Drivers, MCTA Administrative Staff

Goal / Purpose:

To establish guidelines for administration of cash within the Madison County Transportation Authority to assure segregation of financial management duties and accountability of funds.

Policy:

MCTA- Drivers, Dispatcher, Fiscal Officer, Director

- a. All cash or checks received as donations / gifts or fare amounts will be placed in a locked money bag on each MCTA approved van.
- b. Van drivers will bring in money bags each Friday evening to the dispatchers office for tally.
- c. Money bags are opened, with two people to witness and monies are counted. Driver and dispatch both sign.
- d. Monies are placed in a locked safe.
- e. Monday mornings the MCTA fiscal officer will re-count, balance all monies collected, and write receipts. The MCTA Director will make the deposit.
- f. At any time the amount on hand is \$250 or more a deposit will be made.
- g. Fiscal officer sends receipt of deposit to the County Finance Officer with budget line items.

Any Loss will be reported to the MCTA director immediately

- a. A loss is when the Fiscal Officer re-counts the monies and they do not balance the cash sheet/receipts.
- b. Any discrepancy will begin an immediate investigation and reported to authorities if not found.

Approved by:



/

## 2022 HOLIDAY SCHEDULE

HOLIDAY	OBSERVANCE DATE	DAY OF THE WEEK
New Year's Day	December 31, 2021	Friday
Martin Luther King Jr. Birthday	January 17, 2022	Monday
Good Friday	April 15, 2022	Friday
Memorial Day	May 30, 2022	Monday
Independence Day	July 4, 2022	Monday
Labor Day	September 5, 2022	Monday
Veterans Day	November 11, 2022	Friday
Thanksgiving	November 24 & 25, 2022	Thursday & Friday
Christmas	December 23, 26 & 27, 2022	Friday, Monday, Tuesday

**MADISON COUNTY**  
**TAX COLLECTOR'S ANNUAL SETTLEMENT**  
**OF**  
**2020 TAXES**


**SWORN REPORT STATEMENT**

The sworn report presented to the Madison County Board of Commissioners this 14<sup>th</sup> day of September, 2021, by Lori Ray, Tax Collector for Madison County, contains the required information set forth in N.C.G.S. 105-373 of the Machinery Act of North Carolina.

I, Lori R. Ray, attest to the fact that the information provided in this Annual Settlement of 2020 Taxes is accurate to the best of my knowledge and that diligent efforts to collect taxes due were made using available collection remedies as provided by the North Carolina Machinery Act.

  
\_\_\_\_\_  
Lori R. Ray, Madison County Tax Collector

Subscribed and sworn to before the Madison County Board of Commissioners this the 14<sup>th</sup> day of September, 2021 at the regular monthly scheduled meeting.

  
\_\_\_\_\_  
Mark Snelson, Chairman  
Madison County Board of Commissioners



**ORDER OF COLLECTION  
2021 TAXES  
(As required by GS 105-321)**

STATE OF NORTH CAROLINA  
COUNTY OF MADISON

TO THE TAX COLLECTOR OF THE COUNTY OF MADISON:

YOU ARE HEREBY AUTHORIZED, EMPOWERED, AND COMMANDED TO COLLECT THE TAXES SET FORTH IN THE TAX RECORDS FILED IN THE OFFICE OF THE TAX ASSESSOR AND IN THE TAX RECEIPTS HEREWITH DELIVERED TO YOU, IN THE AMOUNTS AND FROM THE TAXPAYERS LIKEWISE THEREIN SET FORTH. SUCH TAXES ARE HEREBY DECLARED TO BE A FIRST LIEN UPON ALL REAL PROPERTY OF MADISON COUNTY, AND THIS ORDER SHALL BE A FULL AND SUFFICIENT AUTHORITY TO DIRECT, REQUIRE, AND ENABLE YOU TO LEVY ON AND SELL ANY REAL OR PERSONAL PROPERTY OF SUCH TAXPAYERS, FOR AND ON ACCOUNT THEREOF, IN ACCORDANCE WITH LAW.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 14<sup>th</sup> DAY OF SEPTEMBER, 2021.



\_\_\_\_\_  
MARK SNELSON, CHAIRMAN  
MADISON COUNTY BOARD OF COMMISSIONERS

ATTEST:



\_\_\_\_\_  
CLERK TO THE BOARD  
MADISON COUNTY COMMISSIONERS

**Madison County  
Board of Commissioners**

**Budget Amendment #3  
September 14, 2021**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>Library</b>			
LSTA Conference Grant	10.3611.4690		\$ 3,000.00
LSTA Conference Grant	10.6110.4690	\$3,000.00	
New grant secured by Library			
<b>Emergency Management</b>			
HazMat Response	10.4330.5000	\$211.55	
To record for HazMat Cleanup costs from July			
<b>Land Records</b>			
Travel	10.4142.3110	\$ 300.00	
Travel Subsistence	10.4142.3120	\$ 300.00	
Telephone	10.4142.3210	\$ 540.00	
These lines were not budgeted			
<b>Tax Supervisor Office</b>			
Salaries-Temp	10.4141.1260	\$ 4,320.00	
FICA	10.4141.1810	\$ 330.00	
Professional Services	10.4141.1990		\$ 4,650.00
Funding for temporary for emergency hire in assessor's office			
<b>Solid Waste Department</b>			
Transfer from Fund Balance	80.3000.1000		\$ 3,388.06
Electronic Management	80.4720.8160	\$ 3,388.06	
Take from fund balance to reflect carry forward of restricted grant funds			
<b>Planning/Zoning</b>			
Professional Services: Legal	10.4350.1920	\$ 6,000.00	
Legal services for misc zoning issues			
<b>Finance Office</b>			
Surplus Property	10.3836.1800		\$45,000.00
Surplus Property Expense	10.5211.8800	\$ 77.00	
Sell of surplus vehicles as well as Capitola Land			
<b>Medicaid Hold Harmless Tax</b>			
Medicaid Hold Harmless Tax	10.3520.3300		\$86,912.75

**Sales Tax**

1/4 cent sales tax                      10.3232.3115                      \$47,275.18

**Education/Schools**

1/4 cent sales tax                      10.5911.7200                      \$47,275.18

**Contingency**

10.7000.0000                      \$ 124,484.20

\$190,225.99                      \$ 190,225.99

We are at 8.34% of the FY22 budget.

**Attachment 16.2**

Bank balances at July 31, 2021 are as follows:

	Unrestricted	Restricted
General Fund	\$494,481.78	
Debt Service Fund	\$48,526.88	
Capital Outlay Fund	\$326,126.37	
Capital Management	\$11,028,735.26	
Occupancy Tax Fund		\$84,733.86
Revaluation Fund		\$74,411.63
Tourism Development		\$1,000,987.34
Automation Fund		\$148,557.08
Drug Seizure Fund		\$13,252.74
Inmate Trust Fund		\$40,538.77
Soil & Water Conservation		\$56,775.56
<b>Total of All Accounts:</b>	<b>\$11,897,870.29</b>	<b>\$1,419,256.98</b>

New Jail Loan	\$ (607,008.00)	(Due in February)
School Debt Service	\$ (429,667.00)	(Due in February)
40-42 Set Aside for Schools	\$ (1,223,615.46)	
Unspent Grant/Restricted Proceeds	\$ (767,625.28)	
Adoption Promotion Fund	\$ (152,879.09)	
Encumbered Amounts	\$ -	
<b>Total Unassigned and Unrestricted Banl</b>	<b>\$8,717,075.46</b>	

	General	Landfill	911
Unassigned and Unrestricted totals by F	\$7,678,048.10	\$447,874.49	\$309,311.44

TR-304 Bill Release Report NCPTS V4

Report Date: 9/1/2021 11:15:46 AM  
 Report of:

Report Parameters:

Release Date Start: 7/1/2021 Release Date End: 7/31/2021  
 Tax District: ALL

Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount  
 Grouping: No Grouping

#	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
10007728-2020-2020-0000-00-REG	DENTON, HELEN FAYE	9/21/2020	Landfill error	DIANA	7/22/2021	704.96	180.00	524.96
10570044-2020-2020-0000-00-REG	FRANKLIN, MARTY	9/21/2020	Duplication	DIANA	7/23/2021	29.50	29.50	0.00
<b>total</b>							<b>209.50</b>	
<b>total</b>							<b>209.50</b>	

Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj	Additional Owners	Recipient Name	Refund Address Line 1	Refund Address Line 2	Refund City	Refund State	Refund Zip Code	Jurisdiction	Case No	Appeal ID	Additional Amount (\$)	Includes Negative Refund	MADISON Per Item Refund (\$)	Sold Waste Item	Interest	Item Subject	Item Refund (\$)
000017786-2020-2020-0000-00	4665	REI	2495	Landfill error	7/12/2021 4:34:26 PM		GREENE, ADAM N	207 FOXGROVE HOLLOW RD		MANS HILL	NC	28754	MADISON			383.40	N	0.00	360.00	23.40		0.00
000018252-2020-2020-0000-00	1799	REI	2494	Landfill error	7/12/2021 9:26:46 AM		SAMR LARRY BRYAN	PO BOX 152		MARSHALL	NC	28552	MADISON			9.23	N	0.00	546.00	8.23		0.00
																<b>391.63</b>		<b>0.00</b>	<b>546.00</b>	<b>31.63</b>		<b>0.00</b>

Authorization \_\_\_\_\_ Date: 9/1/2021

**Report Parameters:**

Release Date Start: 8/1/2021 Release Date End: 8/31/2021  
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount

Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)
00013956-2018-2018-0000-00-REG	FEDERAL NATIONAL MORTGAGE	8/15/2018	Duplication	DIANA	8/24/2021	73.62	73.62
00409287-2016-2016-0000-00-REG	FEDERAL NATIONAL MORTGAGE	8/15/2016	Duplication	DIANA	8/24/2021	73.62	73.62
00409290-2013-2013-0000-00-REG	FEDERAL NATIONAL MORTGAGE	8/15/2013	Duplication	DIANA	8/24/2021	73.62	73.62
00409297-2012-2012-0000-00-REG	FEDERAL NATIONAL MORTGAGE	8/15/2012	Duplication	DIANA	8/24/2021	73.62	73.62
00409305-2015-2015-0000-00-REG	FEDERAL NATIONAL MORTGAGE	8/15/2015	Duplication	DIANA	8/24/2021	73.62	73.62
00409311-2011-2011-0000-00-REG	FEDERAL NATIONAL MORTGAGE	8/15/2011	Duplication	DIANA	8/24/2021	195.65	195.65
00409314-2017-2017-0000-00-REG	FEDERAL NATIONAL MORTGAGE	8/15/2017	Duplication	DIANA	8/24/2021	73.62	73.62
00409329-2014-2014-0000-00-REG	FEDERAL NATIONAL MORTGAGE	8/15/2014	Duplication	DIANA	8/24/2021	73.62	73.62

**ibtotal**  
**total**

**788.23**  
**788.23**

Tax Year	Bill Number	Parcel #	Source Type	Adjustment Code	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund Address Line 2	Refund City	Refund State	Refund Zip Code	Jurisdiction	Case No	Appeal ID	Refund Amount (Y)	Includes Negative Billing	MADISON Period Refund (X)	Interest	Pen District	Pen Refund (Y)
2019	0900013562-2019-2019-0000-00	17531	REI	2498	Duplication	8/24/2021 3:52:14 PM	FEDERAL NATIONAL MORTGAGE ASSOC.	PO BOX 50043		DALLAS	TX	75245	MADISON			81.12	N	66.38	14.74		0.00
2019	0900013562-2019-2019-0000-00	17531	REI	2498	Duplication	8/24/2021 3:52:14 PM	FEDERAL NATIONAL MORTGAGE ASSOC.	PO BOX 50043		DALLAS	TX	75245	MADISON			12.38	N	0.00	1.52	68005	10.86
<b>Subtotal</b>																					
																	<b>93.50</b>		<b>66.38</b>	<b>16.26</b>	<b>10.86</b>

Authorization \_\_\_\_\_ Date: 9/1/2021



STATE OF NORTH CAROLINA  
Department of  
Agriculture and Consumer Services

\$ 221,371.00

Total Cooperative Appropriation

\$ 143,892.00 State

\$ 77,479.00 County

\$ 20,000.00 County Add (If Applicable)

\$ 97,479.00 County Total (If Applicable)

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LANDS IN MADISON COUNTY NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of MADISON COUNTY in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in MADISON COUNTY has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
  - A) 1 County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
  - B) 1 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent

forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

- C) .13 Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
  - D) Temporary position(s) on an as-needed basis.
2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.
  3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.
  4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
  5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

#### State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS (\$143,892.00)** as its share of an annual budget of **TWO HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS (\$221,371.00)** for carrying on the above listed work in said County.

#### Part II. THE BOARD AGREES:

7. To pay the Department 35% of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

#### County Funding

8. To appropriate annually the sum of **SEVENTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$77,479.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.
9. In addition to and as mutually agreed between the Department and the Board, the county may agree to cover 100% of a position or positions. The amounts will be added to the standard county percentage sum and listed below. The position(s) will be identified below as applicable and will be in addition to the amounts listed in section:
  - A) 1 Smokechaser(s)

10. For section 8, To appropriate annually an additional sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent an addition to the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

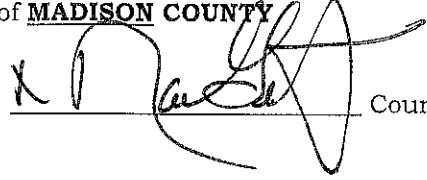
11. That this Agreement becomes effective **July 1, 2021**, and lasts through **June 30, 2022**.
12. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

13. That this Agreement may be modified only in writing and upon execution by both parties.
14. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
15. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
16. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **MADISON COUNTY**

Date September 14, 2021  County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date September 14, 2021  County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date \_\_\_\_\_ Signature \_\_\_\_\_  
N. David Smith  
Chief Deputy Commissioner

**Resolution Delegating Leasing Authority to County Manager**

**WHEREAS**, Madison County owns various parcels of property that it has no current need for; and

**WHEREAS**, North Carolina General Statute § 160A-272 authorizes the Board of Commissioners to delegate to the County Manager the authority to determine that the parcel may be used for a period of less than one year in duration.

**NOW, THEREFORE BE IT RESOLVED**, that the Madison County Board of Commissioners:

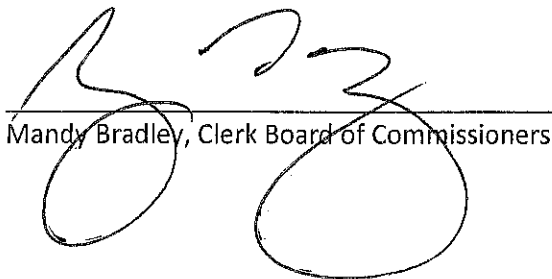
1. Authorizes the County Manager to determine that the County does not have a need for the property during the term as proposed for the nonrenewable lease and authorizes the Manger the execution of the lease upon such terms and conditions as the Manager shall determine.
2. The County Manager shall report to the Board of Commissioners at the first meeting of each quarter as to any leases of county-owned property entered into during the preceding quarter.

Adopted this the 14<sup>th</sup> day of September, 2021.



Mark Snelson, Chairman Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk Board of Commissioners

**Resolution to Authorize the Use of Electronic Advertisement  
for Contracts Subject to G.S. 143-129**

**WHEREAS**, contracts for construction or repair work, and for the purchase of apparatus, supplies, materials, and equipment that meet the monetary threshold established in G.S. 143-129 must be publicly advertised; and

**WHEREAS**, G.S. 143-129(b) authorizes the governing board to allow the use of electronic advertisement as an alternative to advertisement in a newspaper of general circulation; and

**WHEREAS**, in some cases, advertisement in the newspaper may be the most effective method of obtaining competition, but in other cases, advertisement by electronic means may be a more effective and efficient method of reaching prospective bidders; and

**WHEREAS**, it is in all cases important to provide citizens an opportunity to obtain information about major contracts to be awarded by this entity;

**NOW THEREFORE, BE IT RESOLVED** the Board of Commissioners of Madison County authorizes:

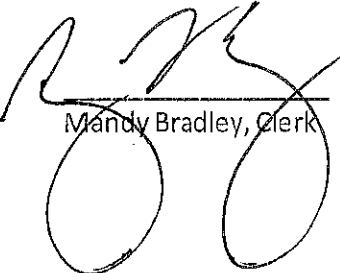
The County Manager or his or her designee to advertise solicitations for bid using electronic means in lieu of placing an advertisement in a newspaper of general circulation whenever he or she determines it to be the most effective and efficient method of obtaining competition for a contract.

Advertisement by newspaper and electronic means may be used together or in the alternative, and the requirements of G.S. 143-129(b) shall be met as long as one of the methods used meets the specific requirements and minimum time for advertisement under that statute.

Adopted this 14<sup>th</sup> day of September, 2021.

  
Mark Snelson, Chairman

ATTEST:

  
Mandy Bradley, Clerk