

## Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php) or by request to the Upshur County Commission Office at 304-472-0535.

- Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.
- Date of Meeting: June 29, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• June 15, 2023
- 9:15 a.m. Mike Ruffing on behalf of Leadership Upshur -- discuss the recently completed Leadership Upshur program and upcoming sponsorship tiers for the 2023-2024 class which will begin in September.
- 9:30 a.m. Discuss status of property located in Meade Tax District owned by the Randall Hughes Ministry, previously owned by the Estate of John Harmon George.
- 9:45 a.m. Update from Vivian Parsons, Public Entity Specialist, representing WVcorp.
- 11:30 a.m. Hearing to Consider Approval of the First Annual Settlement for the Estate of Doris Jean Carr, deceased.

### Items for Discussion / Action / Approval:

1. Approval and signature of a Resolution to create two checking accounts designated as Fund #61 – County Clerk Election Administration Fund and Fund #62 – County Clerk Real Property E-Recording Act Fund for the County Clerk per WV Senate Bill 522. \* [Pages 8-14](#)
2. Approval and signature of the Management Representation Letter for the audit of financial statements for period ending June 30, 2022. \* [Pages 15-18](#)
3. Approval and Signature of the Upshur County Sheriff's Office Sign-On Incentive Agreement between the Upshur County Sheriff's Office, the Upshur County Commission and Tyler Gordon. In order to receive and maintain the full incentive, Mr. Gordon must remain satisfactorily employed with the Upshur County Sheriff's Office for eight (8) years. \*  

*Item may lead to Executive Session per WV Code §6-9A-4*

[Under separate cover](#)
4. Approval of revised Director of Emergency Management Job Description. \* [Pages 19-22](#)
5. Approve County Financial Institutions as Depositories as Required by WV Code §7-6-1 --- Freedom Bank, First Community Bank, JP Morgan-Chase Bank, Peoples Bank, and Citizens Bank of West Virginia. \* [Page 23](#)
6. Consider authorizing one Commissioner to vote on the selection of the initial Regional Director for the WV First Foundation, a private, non-stock, 501(c)(3) charitable corporation. \* [Pages 24-27](#)
7. Approval and signature of Upshur County Basic Ordering Agreement for Courthouse Network Support, Administration & Consulting with Global Science & Technology, effective July 1, 2023 to June 30, 2024. These services will be billed on a monthly basis in the sum of \$2,168. \* [Pages 28-37](#)

8. Correspondence from Dustin Zickefoose, Assessor, requesting for the 2011 Ford Ranger (VIN 2060), previously purchased by the Assessors Valuation Fund, to be sold to the Upshur County Senior Center for \$1 per WV Code §7-3-3 (3)(5). The vehicle will be used for the Meals on Wheels Program. \* [Page 38](#)
9. Approval and authorization to submit an electronic signature for the FY 2023 Airport Improvement Program (AIP) Grant Agreement and related documents, made possible through the Federal Aviation Administration Airport Improvement Program, for the Upshur County Regional Airport in Buckhannon, WV. \* [Page 39-84](#)
10. Authorization for the Commission President to submit the FY 2023 Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project Agreement and related documents, made possible through the Federal Aviation Administration Airport Improvement Program, for the Upshur County Regional Airport in Buckhannon, WV. \* [Pages 85-130](#)
11. Correspondence from Judith L. Williams, Director of James W. Curry Public Library, requesting approval of the expenditure of \$175 payable to Skateland for rink rental on August 8, 2023. This is for the grand finale event for the "Camp iRead: Fine Your Voice" 2023 Summer Reading Program. \* [Pages 131](#)
12. Review and approval of revisions made to the Upshur County Farmland Protection Program dated May 9, 2023. \* [Page 132](#)
13. Approval and signature of an Online Terms Acknowledgement between Motorola Solutions and the Upshur County Sheriff's Department for the acquisition of body-worn cameras and related support equipment. \* [Under separate cover](#)
14. Approval and signature of Community Development Block Grant Amendment No. 6, for the Elkins Road PSD Phase III Water System Improvements project. \* [Pages 133-134](#)
15. Correspondence from Carol J. Smith, Upshur County Clerk, requesting the employment of Donna J. Bishoff, as full-time Deputy County Clerk, effective July 24, 2023. \* [Under separate cover](#)  
*Item may lead to Executive Session per WV Code §6-9A-4*
16. Approval of Lewis-Upshur Animal Control Facility Volunteer, Barbara Pullen. \* [Under separate cover](#)
17. Consider retirement of an employee. \* [Under separate cover](#)  
*Item may lead to Executive Session per WV Code §6-9A-4*
18. Consider resignation of employee. \* [Under separate cover](#)  
*Item may lead to Executive Session per WV Code §6-9A-4 A*
19. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

**For Your Information:****(Certain Items May Require Discussion, Action and/or Approval by the Commission)**

1. Correspondence from Charlotte R. Lane, Chairman of the Public Service Commission of West Virginia, announcing Jacqueline McDaniels has been reappointed as a member of the Board of Directors of the Upshur County Solid Waste Authority, term expiring June 30, 2027. [Under separate cover](#)
2. Correspondence from Brett Morris, HR Director for Carter Roag Coal Co., providing a Worker Adjustment and Retraining Notification (WARN) notice update for Carter Roag Coal Company and Beech Mountain Railroad.



3. Elkins Road PSD Budget for Fiscal Year 2023-2024. [Pages 138-142](#)
4. Correspondence from Nick Benjamin, Senior Director of Development for Clearway Energy Group, stating the company had purchased the Dan's Mountain Wind Farm project and is inviting comments on the updated Electromagnetic Interference Analysis – Version III. [Pages 143-144](#)
5. Notification of a change in the amount requested for the FY 24 Victim of Crime Act (VOCA) Victim Assistance Grant Application. [Page 145](#)
6. Upshur County Sheriff's Financial Statement for period ending May 31, 2023. [Page 146-147](#)
7. Upshur County Mileage Reports – May, 2023
- Addressing and Mapping [Page 148](#)
  - Community Corrections [Pages 149-150](#)
  - Dog Pound [Page 151](#)
  - Emergency Management [Page 152](#)
  - Maintenance [Pages 153-155](#)
  - Parks & Recreation [Page 156](#)
  - Sheriff [Page 157](#)
  - Upshur 911 [Page 158](#)
8. Public Notices:
- a) Newsletters and/or Event Notifications:
- None
- b) Agendas and/or Notice of Meetings:
- Upshur County Parks & Trails June 20, 2023 [Page 159](#)
- Meeting Minutes:
- Upshur County Family Resource Network May 8, 2023 [Pages 160-161](#)
  - Buckhannon-Upshur Chamber of Commerce May 10, 2023 [Page 162](#)
  - Upshur County Fire Board May 16, 2023 [Page 163](#)
  - Wes-Mon-Ty RC&D Board May 23, 2023 [Page 164](#)

Meetings: **\*Dates and times of monthly board meetings are viewable at:**

<http://cms4.revize.com/revize/upshurwv/calendar.php>

or go to [www.upshurcounty.org](http://www.upshurcounty.org) and click on the board meetings calendar box on the main page.

9. Appointments Needed or Upcoming:

- Tennerton Public Service District - unexpired term July 31, 2023.

*\*\*\*If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or [chughes@upshurcounty.org](mailto:chughes@upshurcounty.org). Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. \*\*\**

**Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)**

**Tabled Items**

**(Certain Items May Require Discussion, Action and/or Approval by the Commission)**

**Next Regular Meeting of the Upshur County Commission**

**July 13, 2023 --- 9:00 a.m.**

**Upshur County Courthouse Annex**

**\*\*The Commission Meeting scheduled for July 6, 2023 has been CANCELLED\*\***



**To The Upshur County Commission,**

I wanted to first thank you for sponsoring our 2022-23 class of Leadership Upshur who just graduated at Fish Hawk acres farm last week! We had an amazing class that experienced many different types of leadership skills and broadened their horizons to help make them better leaders in our businesses, communities, and everywhere in between. Without your belief and funding for our retreat that wouldn't have been possible! I can't begin to thank you enough.

With this year's program completed we have begun planning and accepting sponsorships/applications for our next class for 2023-24 which will begin in September. We have made some changes to the program based on feedback and experience to ensure the program continues to evolve and get even better. With that we are expecting more participants this year (around 16-18) and our costs will rise ever so slightly. We are planning to keep the tuition costs the same and hope to raise the funding with our sponsor partners. Please see the attached sponsorship letter with all our options including the retreat sponsorship you chose last year. We have already received commitments from 3-4 of our previous sponsors to help us continue the program and hope you will as well.

If you have any questions please don't hesitate to contact me at [info@leadershipupshur.com](mailto:info@leadershipupshur.com) or my cell phone (412) 812-2757.

Thank you,  
Mike Ruffing





## Leadership Upshur Sponsorship Opportunities

*All Sponsorships assume a 16-person class size*

**Scholarship Sponsor** – \$597 per scholarship sponsored, Sponsor will be recognized on the scholarship application page, in social media posts promoting the scholarship, and on the main website by the footer (Small logo).

**Leadership Book Club Sponsor** – \$1,600 (16 attendees x \$100 avg. for 4 leadership books), Sponsor will be recognized as the book club sponsor on the website, in social media posts promoting the books, and on the main website by the footer (medium logo).

**Single Meeting Lunch Sponsor** – \$360 (16 participants + speakers x \$18 pp), Sponsor will be recognized on the final schedule release, in email campaigns to participants, and on the main website in the footer (small logo).

**Entire Program Lunch Sponsor** – \$2,000 Same as single meeting sponsor except sponsor lunch for all meetings except the retreat. Also includes recognition in marketing materials for the program, large logo by the footer, and recognition during lunch at each meeting.

**Leadership Retreat Sponsor** – \$1,800, Sponsor will be recognized at the retreat, in marketing materials for the retreat, in email campaigns to the participants, and in the final schedule release for the program. Sponsor will also be included in marketing materials, social media posts, and logo by the footer on the website (medium logo).

**\*\*\*Program/Graduation/Gift Sponsor** - \$2,500 Title sponsor for the program, recognition at graduation, 2 tickets for graduation, the ability to present the graduation gifts/plaque (if you choose), recognition in all marketing materials, social media posts, and logo by footer on the website (large logo).

**About Leadership Upshur:**

Leadership Upshur is a leadership development program for people who live or work in and around Upshur County, West Virginia. This program is designed to help aspiring leaders (personal, business, political, or otherwise) develop the skills necessary to grow in their positions. This program will broaden the participants' vision in many categories including leadership skills, habits, effectiveness, emotional intelligence, civil engagement, and more.

The goal of the project is to better equip our participants to be the leaders of the present and future in their businesses and in our community. Well-rounded leaders are critical to our community's success and the foundation of successful businesses.

**Where/What Will Sponsorship Funds be Used For:**

Sponsorship funds will go directly to the parts of the program listed on the sheet. This will allow us to use the program tuition fees for better service projects in the community, program set up costs (website, hosting, email, marketing costs), and for future scholarships for deserving individuals. This leadership program will be self-sustaining (sponsors, tuition, and scholarships) but isn't intended to raise money for any outside entities or persons.

**To obtain your sponsorship please fill out the sponsorship form here**

**<https://problemsolvers.formaloo.me/LUVendorForm>**

**Checks can be made payable to Buckhannon-Upshur Chamber of Commerce and mailed to 14 E. Main Street, Buckhannon, WV 26201.**

If you have any questions, please email [info@leadershipupshur.com](mailto:info@leadershipupshur.com)



**APPLY NOW FOR 2023-24!**

**9**  
**Classes**  
**1 per month**

**Dozens**  
**Of Leadership**  
**Speakers**

**LEADERSHIP UPSHUR**

**Leadership Skills for All**

[LeadershipUpshur.com](https://LeadershipUpshur.com)



Leadership Upshur is a program of study designed to help aspiring leaders develop the skills necessary to grow their careers. This program will expose the participants to skills and topics in leadership, habits, effectiveness, emotional intelligence, civic engagement, and more.

Program begins in September, registration deadline is August 1st, 2023

*Leadership Upshur*  
Changing lives thru Leadership



June 2023

**RESOLUTION**

**WHEREAS**, WV Senate Bill 522 has created 2 funds for the use of the County Clerk;

**WHEREAS**, the first Fund # is 61 and designated as the County Clerk Election Administration Fund, to be used for security and equipment, et als;

**WHEREAS**, the second Fund # is 62 and designated as the County Clerk Real Property E-Recording Act Fund, to be used as described;

**WHEREAS**, the said Senate Bill states that the monies in these accounts shall not be cause to reduce the budget of the County Clerk;

**WHEREAS**, the County Commission is aware that at some time there may not be Federal Grant Funds available for equipment purchases for Election Equipment and Grant Funds may not be available for the items necessary for the Record Room and Electronic Recording;

**NOW THEREFORE BE IT RESOLVED** that the Upshur County Commission does hereby approve the creating of a checking account, designated as:  
Fund # 61- County Clerk Election Administration Fund &  
Fund # 62- County Clerk Real Property E-Recording Act Fund.

**APPROVED THIS 29th DAY OF June, 2023.**

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Kristie G. Tenney, President

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Samuel R. Nolte, Commissioner

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Douglas K. Bush, Commissioner

Attest: \_\_\_\_\_  
Carol J. Smith, County Clerk

# **WEST VIRGINIA LEGISLATURE**

## **2023 REGULAR SESSION**

**Enrolled**

**Committee Substitute**

**for**

**Committee Substitute**

**for**

**Senate Bill 522**

By Senators Tarr and Woodrum

[Passed March 11, 2023; in effect 90 days from  
passage]



CS for CS for SB 522

1 AN ACT to amend and reenact §11-22-2 of the Code of West Virginia, 1931, as amended, relating  
 2 to excise taxes on transfers of title to real estate; requiring a certain percentage of certain  
 3 excise taxes be allocated to the county in which it was collected; providing for distribution  
 4 of funds from certain excise taxes allocated to the county in which it was received;  
 5 authorizing the Secretary of State to propose legislative rules establishing standards for  
 6 election administration, infrastructure, and security; and providing for allocation of funds  
 7 when certain minimum standards or reserve amounts are met.

*Be it enacted by the Legislature of West Virginia:*

## **ARTICLE 22. EXCISE TAX ON PRIVILEGE OF TRANSFERRING REAL PROPERTY.**

**§11-22-2. Rate of tax; when and by whom payable; additional county tax; county clerk  
 funding for election administration, infrastructure, and security, and other county  
 clerk purposes.**

1 (a) Every person who delivers, accepts, or presents for recording any document, or in  
 2 whose behalf any document is delivered, accepted, or presented for recording, is subject to pay  
 3 for, and in respect to the transaction or any part thereof, an excise tax upon the privilege of  
 4 transferring title to real estate at the rate of \$1.10 for each \$500 value or fraction thereof as  
 5 represented by the document as defined in §11-22-1 of this code: *Provided*, That beginning July 1,  
 6 2021, ten percent of each excise tax collected pursuant to the provisions of this subsection shall  
 7 be retained by the county wherein the tax was collected to be used for county purposes: *Provided*,  
 8 *however*, That beginning July 1, 2022, 20 percent of each excise tax collected pursuant to the  
 9 provisions of this section shall be retained by the county wherein the tax was collected to be used  
 10 for county purposes: *Provided further*, That beginning July 1, 2023, thirty percent of each excise  
 11 tax collected pursuant to the provisions of this section shall be retained by the county wherein the  
 12 tax was collected to be used as provided in subsection (c) of this section: *And provided further*,  
 13 That beginning July 1, 2024, 65 percent of each excise tax collected pursuant to the provisions of  
 14 this section shall be retained by the county wherein the tax was collected to be used as provided in

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subsection (c) of this section: *And provided further*, That beginning July 1, 2025, the excise tax collected pursuant to this subsection shall be a county excise tax retained by the county wherein the tax was collected and to be used by the county as provided in subsection (c) of this section. The excise tax collected pursuant to this subsection is payable at the time of delivery, acceptance, or presenting for recording of the document. In addition to the excise tax described in this subsection, there is assessed a fee of \$20 upon the privilege of transferring real estate for consideration. The clerk of the county commission shall collect the additional \$20 fee before recording a transfer of title to real estate and shall deposit the moneys from the additional fees into the Affordable Housing Fund as provided in §31-18-20d of this code. The moneys collected from this additional fee shall be segregated from other funds of the West Virginia Housing Development Fund and shall be accounted for separately. None of these moneys may be expended by the West Virginia Housing Development Fund to defray administrative and operating costs and expenses actually incurred by the West Virginia Housing Development Fund. The West Virginia Housing Development Fund shall publish monthly on its Internet site an accounting of all revenue deposited into the fund during the month and a full disclosure of all expenditures from the fund including any person or entity receiving funds, its location, and any contractor awarded a construction contract.

(b) Effective January 1, 1968, and thereafter, there is imposed an additional county excise tax for the privilege of transferring title to real estate at the rate of 55 cents for each \$500 value or fraction thereof as represented by such document as defined in §11-22-1 of this code, which county tax shall be payable at the time of delivery, acceptance, or presenting for recording of such document: *Provided*, That after July 1, 1989, the county may increase said excise tax to an amount equal to the state excise tax. The additional tax hereby imposed is declared to be a county tax and to be used for county purposes: *Provided, however*, That after July 1, 2017, the county may increase the excise tax to an amount not to exceed \$1.65 for each \$500 value, or fraction thereof, as represented by a document, as defined in §11-22-1 of this code: *Provided further*, That only one such state tax and one such county tax shall be paid on any one document and shall be

CS for CS for SB 522

collected in the county where the document is first admitted to record and the tax shall be paid by the grantor therein unless the grantee accepts the document without such tax having been paid, in which event such tax shall be paid by the grantee: *And provided further*, That on any transfer of real property from a trustee or a county clerk transferring real estate sold for taxes, such tax shall be paid by the grantee. The county excise tax imposed under this section may not be increased in any county unless the increase is approved by a majority vote of the members of the county commission of such county. Any county commission intending to increase the excise tax imposed in its county shall publish a notice of its intention to increase such tax not less than 30 days nor more than 60 days prior to the meeting at which such increase will be considered, such notice to be published as a Class I legal advertisement in compliance with the provisions of §59-3-1 *et seq.* of this code and the publication area shall be the county in which such county commission is located.

(c)(1) Beginning July 1, 2023, and ending June 30, 2024, the excise tax retained by the county wherein the tax was collected, pursuant to subsection (a) of this section, shall be used by the county and deposited as follows:

(A) Twenty percent of the moneys received shall be deposited into the county general fund to be used for county purposes;

(B) Five percent of the moneys received shall be deposited into a separate account and allocated for use by the clerk of the county commission in improving election administration, infrastructure, and security, in accordance with the standards established by the Secretary of State as provided in subdivision (4) of this subsection; and

(C) Five percent of the moneys received shall be deposited into a separate account for use by the clerk of the county commission for other purposes including, but not limited to, establishing, maintaining, and securing infrastructure to comply with the Uniform Real Property Electronic Recording Act, §39A-4-1 *et seq.* of this code.

(2) Beginning July 1, 2024, and ending June 30, 2025, the excise tax retained by the

CS for CS for SB 522

67 county wherein the tax was collected, pursuant to subsection (a) of this section, shall be used by  
68 the county and deposited as follows:

69 (A) Thirty percent of the moneys received shall be deposited into the county general fund  
70 to be used for county purposes;

71 (B) Seventeen and one-half percent of the moneys received shall be deposited into a  
72 separate account and allocated for use by the clerk of the county commission in improving election  
73 administration, infrastructure, and security, in accordance with the standards established by the  
74 Secretary of State as provided in subdivision (4) of this subsection; and

75 (C) Seventeen and one-half percent of the moneys received shall be deposited into a  
76 separate account for use by the clerk of the county commission for other purposes including, but  
77 not limited to, establishing, maintaining, and securing infrastructure to comply with the Uniform  
78 Real Property Electronic Recording Act, §39A-4-1 *et seq.* of this code.

79 (3) Beginning July 1, 2025, the excise tax retained by the county wherein the tax was  
80 collected, pursuant to subsection (a) of this section, shall be used by the county and deposited as  
81 follows:

82 (A) Ninety percent of the moneys received shall be deposited into the county general fund  
83 to be used for county purposes;

84 (B) Five percent of the moneys received shall be deposited into a separate account and  
85 allocated for use by the clerk of the county commission in improving election administration,  
86 infrastructure, and security, in accordance with the standards established by the Secretary of State  
87 as provided in subdivision (4) of this subsection; and

88 (C) Five percent of the moneys received shall be deposited into a separate account for use  
89 by the clerk of the county commission for other purposes including, but not limited to, establishing,  
90 maintaining, and securing infrastructure to comply with the Uniform Real Property Electronic  
91 Recording Act, §39A-4-1 *et seq.* of this code.

92 (4) The Secretary of State propose rules for legislative approval in accordance with the



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93 provisions of §29A-3-1 *et seq.* of this code to establish minimum standards for election  
94 administration, infrastructure, and security, which rules shall include, but not be limited to,  
95 standards regarding cyber and physical security, and a minimum reserve funding requirement for  
96 each county from funds transferred to the separate fund required by this subsection for election  
97 administration, infrastructure, and security: *Provided*, That the minimum reserve funding  
98 requirement may not exceed the cost of upgrading voting equipment at the statewide average  
99 price to upgrade a voting system by precinct. Upon a determination by the Secretary of State that a  
100 county has satisfied the minimum reserve funding requirement and standards, the moneys in  
101 excess of the minimum reserve funding requirement may be transferred to the county's general  
102 fund at the county commission's direction.

103 (5) Any moneys that are deposited into two separate funds for use in improving election  
104 administration, infrastructure, and security, and other purposes relating to the office of the clerk of  
105 the county commission, shall be in addition to and separate from typical county budget allocations  
106 and shall not be supplanted by a budget reduction to the clerk of the county commission's office:  
107 *Provided*, That reasonable budget reductions are permitted if made in the ordinary course for  
108 reasons other than offsetting the additional funding as provided in this section.

UPSHUR COUNTY COMMISSION  
Upshur County Administrative Annex  
91 West Main Street, Suite 101 ▪ Buckhannon, West Virginia 26201  
*Equal Opportunity Employer (EOE)*

Telephone: (304) 472-0535  
Telecopier: (304) 473-2802

TDD Numbers  
Business: 472-9550

**Management Representation Letter**

June 21, 2023

West Virginia State Auditor's Office  
Chief Inspector Division  
Building 1, Room W-420  
Charleston, WV 25305

This representation letter is provided in connection with your audit of the financial statements of Upshur County Commission, which comprise the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the period then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, other than any exceptions that we may have become aware of as a result of findings that the auditor has provided to us, as of June 21, 2023, the following representations made to you during your audit.

**Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 11, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and responses.
- 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

#### **Information Provided**

- 9) We have provided you with:
  - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d. Minutes of the meetings of the government or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 10) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 11) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 12) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - a. Management,
  - b. Employees who have significant roles in internal control, or
  - c. Others where the fraud could have a material effect on the financial statements.
- 13) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
- 14) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.



- 15) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 16) We have disclosed to you the identity of related parties and all the related party relationships and transactions, including any side agreements, of which we are aware.

#### **Government – specific**

- 17) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 18) We have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements that you have reported to us.
- 19) We have a process to track the status of audit findings and recommendations.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 22) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 23) The government has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 24) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.
- 25) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 26) There are no violations or possible violations of budget ordinances, laws, and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 27) The government has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) The government has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 29) The financial statements include all component units and properly disclose all other joint ventures and other related organizations.
- 30) The financial statements include all fiduciary activities required by GASBS No. 84, as amended.
- 31) The financial statements properly classify all funds and activities, in accordance with GASBS No. 34, as amended.

- 32) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 33) Components of net position (net investments in capital assets; restricted; and unrestricted), and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 34) Provisions for uncollectible receivables have been properly identified and recorded.
- 35) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 36) Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
- 37) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 38) Deposits **and investment securities** are properly classified as to risk and are properly disclosed.
- 39) Capital assets are properly capitalized, reported, and, if applicable depreciated.
- 40) We have appropriately disclosed the government's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 41) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 42) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 43) With respect to the supplementary information (SI), we acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the SI.
- 44) Group financial information is accurately reported.
- 45) Actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Job Description

Director of Emergency Management

Upshur County ~~Office of~~ Department of Homeland Security & Emergency Management

FLSA Status: ~~Part~~Full-Time ~~Hourly Salary Non-Exempt~~ Exempt Employee

Reports To: Upshur County Commission and County Administrator

Prepared: July 20, 2015; Revised: May 11, 2017, February 24, 2022; June 29, 2023

Prepared By: James T. Farrell; Revised by: Carrie L. Wallace, Tabatha R. Perry

### SUMMARY

Coordinates activities of workers and volunteers engaged in preparing for or combating disaster situations and negotiates with civic and professional leaders to develop and implement emergency plans by performing the following duties personally or through subordinate supervisors or contractors.

### Essential Duties and Responsibilities

Include the following, while other duties may be assigned as directed by the Upshur County Commission or State Rules and Regulations.

Establishes mutual aid or other cooperative assistance agreements with property owners, civic leaders, and professional groups to provide facilities, equipment and services for emergency preparedness.

Confers with business and governmental representatives to assist in local emergency planning.

Cooperatively reviews emergency plans to coordinate with changes in federal, state, or local policies and first responder capabilities.

Addresses interested civic, social, and faith-based organizations to stimulate awareness of emergency preparedness activities.

Regularly attends various homeland security and emergency management related meetings as a representative of the county, including Local Emergency Planning Council (LEPC) and Enhanced Emergency Telephone Advisory Board (EETAB).

Directs inventory and control of emergency supplies and equipment and arranges or performs equipment maintenance.

Assists in providing warnings and survival information to communities before, during, and after community emergencies.

Directs activities of the Emergency Operations Center, including technical, clerical, and administrative staffs and assign paid workers or volunteers to duties during simulated or actual emergencies.

Reviews and recommends alterations in local emergency planning to coordinate with changes in economic character of community or region.

### Supervisory Responsibilities



All UCDHSEM employees are under the direct supervision of the UCDHSEM Director. In addition, the Director sSupervises a total of six to nine volunteers or employees on temporary assignment from the County Commission, Community Emergency Response Team (CERT), Community Animal Response Team, UCDHSEM OEM Volunteers, and EOC Volunteers. Is responsible for the overall direction, coordination, and evaluation of these units. Carries out supervisory responsibilities in accordance with the National Incident Command System (NIMS), organization's policies and applicable laws. Responsibilities include training employees; planning, assigning, and directing work; appraising performance and disciplining employees or volunteers; addressing complaints, resolving problems. The Commission Office shall receive notice of any and all policy infraction and related disciplinary action immediately.

### Competencies

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical – Collects and researches data.

Continuous Learning – Pursues at least the minimum amount of in-service training provided by the State and FEMA.

Job Knowledge – Competent in required job skills and knowledge; exhibits ability to learn and apply new skills; keeps abreast of current geopolitical developments and classified intelligence; requires minimal supervision; uses resources effectively.

Use of Technology – Adapts to new technologies; troubleshoots technological problems; uses technology to increase productivity; maintain situational awareness; and keeps skills, software, and equipment up to date.

Problem Solving – Employs the Incident Command System (ICS) planning – P when appropriate to identify and resolve problems, gather and analyze information using group led solutions to creating objectives and setting tactics with experts and expertise.

Project Management – Develops projects plans, coordinates, communicates, and documents projects and employs the Incident Command System when appropriate.

Communications – Uses common Public Information Systems and Joint Information Systems for keeping others adequately informed.

Oral Communication – Demonstrates group presentation skills and participates in meetings.

Written Communication – Effectively uses proper grammar and punctuation and presents numerical data efficiently.

Delegation – Delegates work assignments; sets expectations and monitors delegated activities.

Managing People – Includes staff and external leaders in planning, decision-making, facilitating and process improvement.

Acumen – Aligns assignments with strategic goals and tactical objectives.

Recruitment & Staffing – Presents a realistic view of the organization, analyzes and forecasts staffing needs, maintains a list of qualified staff and volunteers.

Cost Consciousness – Prepares a department budget, and works within that budget while developing and implementing cost saving measures where possible.

Strategic Thinking – Develops strategies to achieve objectives, identifies threats, and adapts tactics to changing conditions.

Adaptability – Able to deal with unexpected incidents.

Achievement Focus – Sets annual and longer term objectives, overcomes obstacles, and recognizes opportunities.

Personal Appearance – Dresses appropriately for the days assignments and conforms to grooming and sanitation standards for donning and wearing of personal protective equipment (PPE).

Dependability – During emergencies commits to long operational periods of work when necessary to reach objectives.

Judgment – Includes appropriate people in the Incident Command and Multi-Agency decision-making process to create a timely incident or event action plan.

Planning/Organization – Prioritizes and plans work activities; plans for resources; sets objectives; develops realistic action plans.

Safety and Security – Observes safety and security procedures; including both physical security and cyber-security; reports potentially unsafe conditions; uses equipment and materials properly.

### **Qualifications**

Education and Experience - Two or more years of college, technical school, other formal training or education, or combination thereof, plus one-year related experience in the emergency services sector or emergency management sector or five years experience in similar management or preparedness consulting services. Extensive knowledge of local, state and national laws as they apply to the field of homeland security and emergency management. Working knowledge of Upshur County geography and surrounding areas. Knowledge of law enforcement, fire and EMS services, policy and administration, including applicable legislation, authority, governing bodies, regulatory agencies and advisory organizations. General knowledge and experience with radio networks and communications equipment is preferred.

Language Skills - Ability to read and interpret Federal Emergency Management Agency (FEMA) and Department of Homeland Security (DHS) manuals, guidance, reports, and common legal decisions. Ability to respond to inquiries and complaints from the public, including Freedom of Information Act (FOIA) requests. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to elected officials, public groups, and in shorter formats for social media.

Interpersonal Skills – Ability to establish and maintain effective working relationships with advisory groups, volunteers, commissions, elected officials, media, general public and organized labor groups.

**Mathematical Skills** – Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs, pie charts, and other visual aids.

**Reasoning Ability** – Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret extensive technical instructions, and deal with abstract and concrete variables.

**Computer Skills** – To perform this job successfully, an individual should have knowledge of Inventory software; Contact Management systems; Database software; Project Management software; Spreadsheet software; Word Processing software; Human Resource systems; Internet software; Order processing software; Open-Source options and a general knowledge of hardware, networks, and back-up storage.

**Certificates, Licenses, Registrations** – Valid WV Drivers License, United States Citizenship, Clean Criminal History, NIMS ICS 100, 200, 300, 700 & 800 , the FEMA Professional Development Series (IS 120c, 230e, 235c, 240c, 241c, 242c, 244b) and any training that becomes a requirement for Emergency Management & Preparation Grant (EMPG) eligibility.

**Physical Demands** – The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with temporary disabilities to perform the essential functions or defer certain physical activities for a reasonable recovery period. The employee is required to use hands to finger, handle, or feel. The employee is frequently required to sit; use keyboard; reach with hands and arms and talk or hear. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and move up to 25 pounds and occasionally lift and move up to 50 pounds. Specific vision abilities required by this job include both correctable close and distance vision, and color vision.

**Work Environment** – The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with temporary disabilities to perform the essential functions. The employee is occasionally exposed to wet and humid conditions; moving mechanical parts; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions including extreme wind, cold, and heat; there is a risk of electrical shock, radiological, biological, etiological, and chemical exposure. The noise level in this work environment is normally a quiet office but can range to the extreme of sirens, air horns, and explosions.

END



At the County Commission Meeting of Upshur County, West Virginia, held on the 29<sup>th</sup> day of June, 2023, the following Order was made and entered:

**SUBJECT: Designation of Depositories, pursuant to W. Va. Code 7-6-1**

In accordance with Section 1, Article 6, Chapter 7, of the West Virginia Code, the Upshur County Commission hereby designates Freedom Bank, First Community Bank, JP Morgan-Chase Bank, Peoples Bank, and Citizens Bank of WV as depositories of public monies for fiscal year 2023/2024. The Upshur County Commission has determined that said banking institutions have complied with all the requirements of State Law.

The adoption of the foregoing Motion having been moved by:

\_\_\_\_\_, Commissioner, and duly seconded by:

\_\_\_\_\_, Commissioner, the vote thereon was as follows:

Samuel R. Nolte, Commissioner \_\_\_\_\_

Kristie G. Tenney, President \_\_\_\_\_

Douglas K. Bush, Commissioner \_\_\_\_\_

**WHEREUPON**, Kristie G. Tenney, President declared said Motion duly adopted; and it is therefore **ADJUDGED** and **ORDERED** that said Motion be, and the same is hereby adopted.

\_\_\_\_\_  
Samuel R. Nolte, Commissioner

\_\_\_\_\_  
Kristie G. Tenney, President

\_\_\_\_\_  
Douglas K. Bush, Commissioner

ATTEST: \_\_\_\_\_  
Carol J. Smith, County Clerk



PATRICK MORRISEY  
ATTORNEY GENERAL

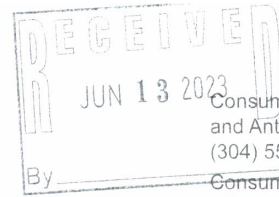
PHYSICAL ADDRESS:  
1900 Kanawha Blvd., East  
State Capitol Complex  
Building 6, Suite 401  
Charleston, WV 25305

MAILING ADDRESS:  
P.O. Box 1789  
Charleston, WV 25326-1789

E-Mail: [consumer@wvago.gov](mailto:consumer@wvago.gov)  
<http://www.wvago.gov>



STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL



Consumer Protection  
and Antitrust Division  
(304) 558-8986

Consumer Hotline  
1-800-368-8808

Preneed Funeral Services  
(304) 558-8986

Senior Protection Hotline  
(304) 558-1155

Facsimile (304) 558-0184

June 9, 2023

Dear President Tenney,

I write today concerning the upcoming deadline for local governments to select Regional Directors for the West Virginia First Foundation.

The State of West Virginia, through the Attorney General, and local governments across the state engaged in litigation against companies who manufactured, distributed, sold, or dispensed prescription opioid medications in order to hold them accountable for their respective roles in contributing to the opioid epidemic. Years of litigation against these defendants culminated in negotiated settlements totaling over \$1 billion.

The funds realized from this litigation must be put to use to abate the opioid epidemic. My office and counsel for West Virginia cities and counties worked closely to develop and adopt the West Virginia First Memorandum of Understanding, or MOU. The MOU provides a mechanism to distribute opioid settlement funds and provides guidelines on how the funds may be used. Under the MOU:

- 72.5% of net settlement funds will be placed with a statewide Foundation that will develop and oversee the funding of short-term and long-term projects to address the opioid crisis within six identified Regions of the state. From this share, each Region is allocated a portion for use in funding of local efforts to abate the crisis.
- 3% of net settlement funds go to the Office of the West Virginia Attorney General as Counsel for the State of West Virginia to be held in escrow for expenses incurred related to the opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to the Local Governments and 2% goes to the Foundation.
- 24.5% of net settlement funds go directly to Local Governments (defined as every West Virginia county, city, town, and village). Each local government's share is determined on a percentage basis that was negotiated by local governments—not the State.

All opioid funds must be used in a manner consistent with the MOU's definition of an "Approved Purpose." An "Approved Purpose" includes items such as employing evidence-based treatment strategies for substance use disorders or addiction, substance use prevention strategies, law enforcement efforts to curtail drug distribution, supporting addiction recovery programs, or decreasing the oversupply of licit and illicit opioids.

**The West Virginia First Foundation**

The Attorney General and counsel for cities and counties agreed through the MOU to create the West Virginia First Foundation, a private, non-stock, 501(c)(3) charitable corporation that will oversee

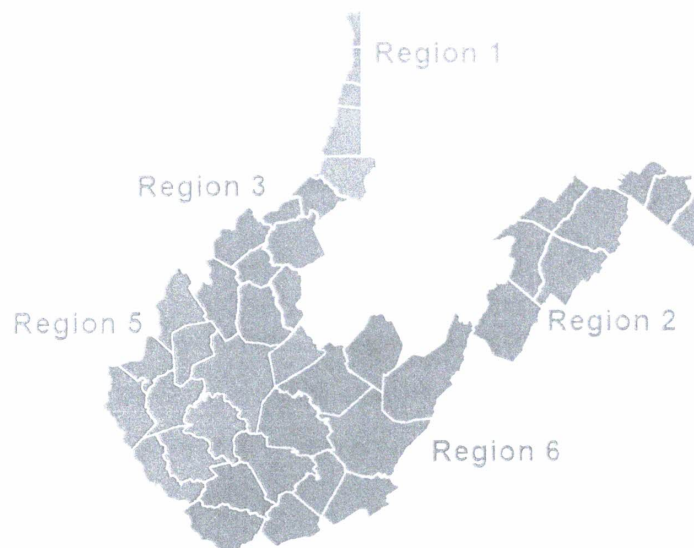
distribution of funds for the abatement of the opioid crisis. The West Virginia First Foundation was born out of the need for a coordinated, statewide opioid abatement plan and represents the first step in creating a robust long-term public health infrastructure designed to prevent the reoccurrence of the opioid epidemic.

The Articles of Incorporation for the Foundation were filed with the West Virginia Secretary of State on May 18, 2023. **The initial Board of Directors must be elected within sixty (60) days of the chartering of the Foundation, July 17, 2023.**

#### ➤ Regional Structure

The Foundation consists of six abatement Regions, displayed in the map below. These regions were initially developed by the federal Substance Abuse and Mental Health Services Administration ("SAMHSA") and later adopted by West Virginia's Behavioral Health department.

The opioid epidemic is multi-faceted and does not impact every local government in the same way. The regional structure was developed to help local governments collaborate to address concerns particular to their regions and to promote efficient use of opioid abatement funds between neighboring communities.



#### ➤ Regional Director Selection

The Foundation will be governed by an eleven-member Board of Directors. Of the eleven initial directors, five Directors will be appointed by the Governor, with no more than one person from any given Region. The remaining six Directors represent the regions of the State, with one director selected to represent each Region.

The selection process for the initial Regional Directors is outlined in the Articles of Incorporation and is as follows:

- The President of the County Commission of the most populous county in each region, as determined by the 2020 census, must convene a meeting of all local governments in the region for the purpose of electing an initial Director. Notice of the meeting must be sent two weeks prior to the meeting date. It is strongly suggested that each convening county educate all involved on the process in advance of the meeting. Convening counties are as follows: Region 1: Ohio County; Region 2: Berkeley County; Region 3: Wood County; Region 4: Monongalia County; Region 5: Kanawha County; Region 6: Raleigh County.
- While the Foundation will not be subject to the Open Meetings Act, meetings convened to select Regional Directors are subject to the Act. Convening counties should make sure to provide adequate notice to the public concerning the date and time for each meeting, including by publishing a notice in the local newspaper at least two weeks in advance of the meeting date.
- The meeting and election process should be conducted in an efficient manner and should be consistent across all regions. It is strongly recommended that all participants utilize the attached recommended election framework.
- Each local government must send one delegate to the meeting who is authorized to vote on the selection of the initial Regional Director. There are no restrictions on who the delegate may be.
- Any local government delegate may submit a nomination for the initial Regional Director.
- A Nominee must be a resident of both the State of West Virginia and the Region they are nominated to represent.
- Nominees should have the relevant knowledge, skill, and experience to advance the Foundation's goals. Nominees should have expertise in one or more of the following disciplines: substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Nominations of current elected officials are strongly discouraged.
- Officeholders are discouraged from applying for these board positions, except in the most unusual of circumstances. The Foundation is seeking individuals with a broad array of substantive expertise in healthcare and related fields.
- The Attorney General's office will send a representative to attend each regional meeting in order to answer any questions.
- After nominations are closed, each Nominee shall have the opportunity to address local government delegates prior to a vote being taken. The vote will be conducted by John Jenkins, CPA, the Incorporator of the Foundation, or his designee.
- Votes will be weighted by the final allocation percentages for distributions to all Local Governments as set forth in Exhibit C W/CT2 of the MOU, as may be modified by Paragraph B2(b)(i) of the MOU.

- After the votes are counted, John Jenkins or his designee will report the totals and certify the results to the Governor and the Attorney General within one week.

Any questions can be directed to Ann Haight, Abby Cunningham, or Vaughn Sizemore in our Consumer Protection Division, 304-558-8986.

A handwritten signature in dark ink, appearing to read "PATRICK Moseley". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.



**UPSHUR COUNTY**

**BASIC ORDERING AGREEMENT (BOA)**

**FOR**

**COURTHOUSE NETWORK SUPPORT,  
ADMINISTRATION  
&  
CONSULTING**

**July 1, 2023**

Prepared By  
Global Science & Technology, Inc.  
WV Division  
2000 Green River Drive, Suite 100  
Fairmont, West Virginia 26554



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|--|--|
| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
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### COMMERCIAL CONTRACT FOR SERVICES

This Contract entered into by and between the Upshur County Commission, doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc., WV Division, (hereinafter sometimes referred to as the "Contractor" or "GST") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

WITNESSETH THAT:

Whereas, the Upshur County Commission desires to utilize the Contractor's Technology, Engineering and Consulting services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Upshur County Commission and Contractor do mutually agree as follows:

#### (1) BASIC TERMS AND CONDITIONS

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). A brief description of anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work and activities taking place during each quarter of the year.

The Contractor shall not proceed with any work under this contract without prior authorization from the Upshur County Commission.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in the individual task description, also referred to as a Statement Of Work (SOW).

#### 1.1 PERIOD OF PERFORMANCE

Basic Ordering Agreement: July 1, 2023 to June 30, 2024.

#### 1.2 CONTRACT NUMBER

This Contract Number, T017.1.001.UPS., assigned by GST to this project will be submitted on all invoices.

#### 1.3 PAYMENT/INVOICES

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Upshur County Commission on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to address the indicated below: (Please fill in)

|                           |
|---------------------------|
| Upshur County Commission  |
| 91 W Main Street, Ste 101 |
| Buckhannon, WV 26201      |

|  |  |
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| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
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Payment of said invoices shall be contingent upon approval by the Upshur County Commission. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after receipt of acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for the Upshur County Commission to be able to determine the reasonableness of the costs and/or prices quoted thereon.

## 2.0

### **Scope of Work:**

GST's staff will work in coordination with the Current County Administrator or a representative designated by the County.

GST support personnel will be responsible for the following items:

- A. Implement and maintain standardized anti-virus software on all computers, laptops, and servers designated by the county and inventoried by GST for support.
- B. Implement network settings/security on all computers to insure optimum performance and security.
- C. Install/maintain any/all wireless or other communications equipment to allow all offices to communicate effectively.
- D. Assist designated Courthouse offices with technology purchases at the request of each office. Including PC's, Printers, Custom Software, Network Switches, Routers, etc.
- E. Per County's request, assist staff with any/all vendor technology purchase decisions. We will attend on meetings County deems appropriate.
- F. Provide unlimited Desktop, Laptop, Server support via phone or on-site support for software that is currently supported by applicable software vendors. There are no charges for phone or site support.
- G. Provide consulting for Geographic Information Systems (GIS) plans and implementation.
- H. Provide consulting/support for any Emergency Services/E-911 technology requirements.
- I. In the event the County wishes to add equipment at the Courthouse, Courthouse Annex, or facilities owned by the County the equipment must be inspected by GST to determine the additional cost associated with supporting the added equipment.

### **Items to be covered in GST's Maintenance/Administration Contract**

GST will solve problems or coordinate a corrective action for problems related to the following items or issues. Please note the coverage detail for each item.

#### Network Electronics & Cabling

- Cabling – Ensuring proper function. GST will determine the problem and or work with the cabling contractor to resolve the issue.
- Network Electronics (Hubs, Switches, Patch Panels, Uninterruptible Power Supplies, Tape Backups, and Routers. GST will isolate Electronics problems to the equipment and will work with the manufacturer service representative to correct the problem. GST will not pay for repair or replacement of these items.
- LAN (Local Area Network) Connection – Ensuring proper connection between computers, printers, and server. GST will determine LAN related problems under this support contract, however, all part replacements will be handled by the manufacturer if in warranty or by your county if no warranty exists.
- WAN (Wide Area Network) Connection – GST will troubleshoot with WVNET to determine and help fix Wide Area Network problems.



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| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
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- Computers (Workstations) GST will determine problems related to the computer, keyboard, mouse and monitors. GST will work with hardware vendors to obtain replacement equipment. GST will not provide replacement parts or labor for computers or servers. Parts must be paid for by the customer.
- Servers – GST will determine problems with the server and work to resolve them quickly. GST will not provide replacement parts but will provide labor to replace Server parts.
- Printers – GST will determine problems related to printing and work with the printer manufacturer to obtain replacement parts or service. GST is not authorized to work on any printer under warranty. Working on Printers in warranty may void the manufacturer's warranty.

#### Workstation Software

- GST will support the desktop Operating Systems for each PC that has a supported version of a Microsoft Desktop Operating System.
- GST will support printer software and support problems related to drivers and the printer setup.
- GST will provide support for the following software packages: Microsoft Office Suites under current support by Microsoft.

#### Server Software

- GST will support Microsoft's Server Operating Systems that remain under support by Microsoft.
- GST will support administrative tasks controlled at the server related to the following areas: User accounts, permissions, drive mappings, shared drives, backup schemes, and virus protection.

#### Network Planning

- GST will inform the county of any necessary updates that will affect the operation of your network. We have installed Windows Service Packs into your Courthouse network from our Fairmont facility in the past. It is imperative that you update the Service Pack versions and Antivirus versions to maintain network function.
- GST will implement all industry standard upgrades into your network. Any necessary free upgrades will be implemented. Any upgrades requiring purchase will be recommended.

#### Antivirus Protection

GST shall implement the latest version of antivirus software that automatically downloads virus definition files daily and alerts our office of any virus activity in your network. In the event a virus affects any of your machines, we will rid the system of the virus and restore the workstation or workstations to an operational state. The antivirus software must be purchased and maintained by annual agreement for the software licensing.

#### Remote Administration Services

Remote administration allows updating of software versions, and allows software/hardware troubleshooting. These tasks can typically be accomplished without traveling to the site. This service provides an efficiency that will mean substantial savings in travel and system downtime.

The Statewide network provides an excellent platform to use Remote Management Software. Remote Management software will allow our technical support personnel to assume control of your workstation, diagnose, and correct problems related to software. Remote access will also allow support personnel to identify hardware problems.

#### Cyber Vulnerability Scanning/Reporting

GST will provide scanning hardware and software to identify cyber threats that have been installed on your network. Installed threats may include Servers, Computers, Software, Networking Equipment, and Wireless equipment/devices. GST will run routine scans and present findings to the designated technical contact in the affected office or County Commission.

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| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
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**Schedule:**

Work will commence upon execution of this contract.

**Payment Terms:**

Payment will be due for each item 30 days after the invoice date. Each month will be invoiced prior to services rendered according to the pricing schedule below.

| Month     | Staff Required          | Network Supp<br>& Admin | Vulnerability<br>Scans | Monthly<br>Total |
|-----------|-------------------------|-------------------------|------------------------|------------------|
| July 2023 | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Aug 2023  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Sept 2023 | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Oct 2023  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Nov 2023  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Dec 2023  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Jan 2024  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Feb 2024  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Mar 2024  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| Apr 2024  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| May 2024  | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |
| June 2024 | (2-3) Network Engineers | \$2,058.00              | \$110.00               | \$2,168.00       |

**Pricing for Expenses and Per Diem**

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we **will not** bill for mileage or per diem.

**Payment Schedule and Terms**

GST's contract for Technical Support services would be for beginning July 1, 2023 and concluding June 30, 2024.

GST will bill on a monthly basis.

Payment Terms will be Net 30.

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| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
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Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

### (3) STANDARD TERM AND CONDITIONS

#### 3.1 Notices

Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.

| If to Customer:   | If to Contractor:  |
|---|--|
| Upshur County Commission<br>Attn: County Administrator<br>91 W Main Street, Ste 101<br>Buckhannon, WV 26201 | Global Science & Technology, Inc.<br>2000 Green River Drive, Suite 100<br>Fairmont, WV 26554<br>Attn: Sandra Stewart |

#### 3.2 Contacts

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

#### 3.3 Proprietary Information and Non Disclosure

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party
2. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
3. Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
4. Used or disclosed with the prior written approval of the disclosing party
5. Disclosed without restriction to the receiving party from a source other than the disclosing party



|  |  |
|--|--|
| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
|--|--|

6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

### 3.4 Assignments and Contracts

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

### 3.5 Task Assignments

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

### 3.6 Limitation of Liability

Customer's maximum liability shall not exceed the fully executed Contract amount.

#### 3.6.1 Indemnification

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

#### 3.6.2 Infringement Indemnity

In the event that any item furnished by Contractor under this order is allegedly the subject of an infringement suit, Contractor may, at its sole cost and expense, modify such items to become non-infringing. In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any US Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.



|  |  |
|--|--|
| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
|--|--|

### 3.7 Intellectual Property Rights and New Technology and Data Rights

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

### 3.8 Customer Provided Equipment, Tools, and Materials

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, purchased or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

### 3.9 Non-Waiver of Rights

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

### 3.10 Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

### 3.11 Disputes

|  |  |
|--|--|
| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
|--|--|

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
3. If the Parties are unable to resolve the dispute through negotiation, then within thirty (30) days after the negotiation period ends, the Parties will refer the issue to The American Arbitration Association for final resolution. The procedures for presentation of each Party's position and the method by which The American Arbitration Association will reach and render a decision will be determined when the matter is referred thereto. If the Parties are unable to agree on such procedures, which The American Arbitration Association shall determine the procedures and methods to be used.
4. Unless the Parties otherwise agree in advance in writing, the decision of The American Arbitration Association will be final and binding on the Parties.

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

### **3.12 Entire Agreement**

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

### **3.13 General Relationship**

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

### **3.14 Applicable State Law and Compliance**

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

### **3.15 Order of Precedence**

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Basic Ordering Agreement (BOA)
2. Statement of Work

|  |  |
|--|--|
| Upshur County Commission<br>Basic Ordering Agreement (BOA)<br>July 1, 2023 | Courthouse Network Support Services Contract |
|--|--|

In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

**UPSHUR COUNTY COMMISSION**  
(Customer)

**GLOBAL SCIENCE & TECHNOLOGY, INC.**  
(CONTRACTOR)

Signature

*Kristie G. Tenney*

Name (Typed or Printed)

*Commission President*

Title

*June 29, 2023*

Date

Signature

**SANDRA K. STEWART**

Name (Typed or Printed)

**DIRECTOR OF CONTRACTS**

Title

Date

Phone: (304) 472-4650  
Fax: (304) 472-1421



Dustin Zickefoose  
Assessor

County of Upshur  
Office of Assessor  
38 W. Main Street, Room 102  
Court House Annex  
Buckhannon, West Virginia 26201-2259

06/21/2023

Upshur County Commission,

Please accept this letter in regards to the Assessor's 2011 Ford Ranger. This vehicle, previously purchased using Assessor Valuation Funds, is to be sold to the Upshur County Senior Center for \$1 per WV Code §7-3-3 (3)(5). The vehicle will be used for the Meals on Wheels Program.

Sincerely,

Dustin Zickefoose

A handwritten signature in blue ink, appearing to read "Dustin Zickefoose", written over the printed name and title.

Upshur County Assessor



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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Eastern Region  
West Virginia

Beckley Airports Field Office  
176 Airport Circle, Room 101  
Beaver, WV 25813-9350

June 20, 2023

Mr. Michael Ruffing  
Airport Authority President  
P.O. Box 1042  
Buckhannon, WV 26201-1042

Dear Mr. Ruffing:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-54-0039-040-2023 at Upshur County Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 20, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

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expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Matthew Di Giulian, (304) 252-6216, [matthew.digiulian@faa.gov](mailto:matthew.digiulian@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Matthew Di Giulian  
Manager

3-54-0039-040-2023



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

|                          |                                |
|--------------------------|--------------------------------|
| Federal Award Offer Date | June 20, 2023                  |
| Airport/Planning Area    | Upshur County Regional Airport |
| FY2023 AIP Grant Number  | 3-54-0039-040-2023             |
| Unique Entity Identifier | YLDRBMJNSZP5                   |

TO: **Buckhannon-Upshur Airport Authority**  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

**Upshur County Commission**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 5, 2023, for a grant of Federal funds for a project at or associated with the Upshur County Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Upshur County Regional Airport (herein called the "Project") consisting of the following:

#### **Construct Hangar**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

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Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$150,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 150,000 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.



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## c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 20, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

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all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

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16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or



3-54-0039-040-2023

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –



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- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - a) Associated with performance under this Grant; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:

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- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 1. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 2. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 3. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or

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- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 4. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 5. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 6. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

## SPECIAL CONDITIONS

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7. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).
8. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.



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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Matthew Di Giulian

(Typed Name)

Manager, Beckley Airports Field Office

(Title of FAA Official)

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated June 20, 2023

Buckhannon-Upshur Airport Authority

*(Name of Sponsor)*

*Michael Ruffing*

*(Signature of Sponsor's Authorized Official)*

**By:** Mike Ruffing

*(Typed Name of Sponsor's Authorized Official)*

**Title:** President Buckhannon Upshur Airport Au

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Thomas J. O'Neill, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at June 20, 2023

By: 

(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated \_\_\_\_\_

Upshur County Commission

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

By:

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

Title:

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

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<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



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**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

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## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

### FEDERAL LEGISLATION

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

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- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>



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- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### **FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

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document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.



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**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United



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States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.



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- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the



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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

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2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

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sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is



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to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**Buckhannon-Upshur Airport Authority**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
  - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other



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participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 5, 2023.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

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**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.




OMB Number: 4040-0004  
Expiration Date: 11/30/2025

| Application for Federal Assistance SF-424   |  |   |
|---|--|---|
| <p>* 1. Type of Submission:</p> <p><input type="checkbox"/> Preapplication</p> <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Changed/Corrected Application</p> |  |   |
| <p>* 2. Type of Application:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Continuation</p> <p><input type="checkbox"/> Revision</p>                               |  |   |
| <p>* If Revision, select appropriate letter(s):</p> <p>_____</p> <p>* Other (Specify):</p> <p>_____</p>   |  |   |
| <p>* 3. Date Received:</p> <p>_____</p>   |  | <p>4. Applicant Identifier:</p> <p>W22 - Upshur County Regional</p> |
| <p>5a. Federal Entity Identifier:</p> <p>_____</p>  |  | <p>5b. Federal Award Identifier:</p> <p>3-54-0039-040-2023</p>      |
| <p>State Use Only:</p>  |  |   |
| <p>6. Date Received by State:</p> <p>_____</p>  |  | <p>7. State Application Identifier:</p> <p>_____</p>                |
| <p>8. APPLICANT INFORMATION:</p>  |  |   |
| <p>* a. Legal Name: Buckhannon Upshur Airport Authority</p>   |  |   |
| <p>* b. Employer/Taxpayer Identification Number (EIN/TIN):</p> <p>30-0733276</p>  |  | <p>* c. UEI:</p> <p>YLD RBMJNSZP5</p>                               |
| <p>d. Address:</p>  |  |   |
| <p>* Street1: Post Office Box 1042</p>  |  |   |
| <p>Street2: _____</p>   |  |   |
| <p>* City: Buckhannon</p>   |  |   |
| <p>County/Parish: Upshur</p>  |  |   |
| <p>* State: WV: West Virginia</p>   |  |   |
| <p>Province: _____</p>  |  |   |
| <p>* Country: USA: UNITED STATES</p>  |  |   |
| <p>* Zip / Postal Code: 26201-1042</p>  |  |   |
| <p>e. Organizational Unit:</p>  |  |   |
| <p>Department Name:</p> <p>Airport Authority</p>  |  | <p>Division Name:</p> <p>_____</p>                                  |
| <p>f. Name and contact information of person to be contacted on matters involving this application:</p>   |  |   |
| <p>Prefix: Mr.</p>  |  | <p>* First Name: Michael</p>  |
| <p>Middle Name: _____</p>   |  |   |
| <p>* Last Name: Ruffing</p>   |  |   |
| <p>Suffix: _____</p>  |  |   |
| <p>Title: President</p>   |  |   |
| <p>Organizational Affiliation:</p> <p>Airport Authority</p>   |  |   |
| <p>* Telephone Number: 412-812-2757</p>   |  | <p>Fax Number: _____</p>  |
| <p>* Email: michael.ruffing@problemsolversconsultants.com</p>   |  |   |



| Application for Federal Assistance SF-424   |  |
|---|--|
| <b>* 9. Type of Applicant 1: Select Applicant Type:</b><br><input type="text" value="X: Other (specify)"/><br><b>Type of Applicant 2: Select Applicant Type:</b><br><input type="text"/><br><b>Type of Applicant 3: Select Applicant Type:</b><br><input type="text"/><br><b>* Other (specify):</b><br><input type="text" value="Airport Authority"/> |  |
| <b>* 10. Name of Federal Agency:</b><br><input type="text" value="Federal Aviation Administration"/>  |  |
| <b>11. Catalog of Federal Domestic Assistance Number:</b><br><input type="text" value="20.106"/><br><b>CFDA Title:</b><br><input type="text" value="Airport Improvement Program"/>  |  |
| <b>* 12. Funding Opportunity Number:</b><br><input type="text" value=""/><br><b>* Title:</b><br><input type="text" value=""/>   |  |
| <b>13. Competition Identification Number:</b><br><input type="text"/><br><b>Title:</b><br><input type="text"/>  |  |
| <b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b><br><input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>  |  |
| <b>* 15. Descriptive Title of Applicant's Project:</b><br><input type="text" value="Construct Building (Reimbursement)"/>   |  |
| Attach supporting documents as specified in agency instructions.<br><input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>  |  |

| Application for Federal Assistance SF-424  |  |
|--|--|
| <b>16. Congressional Districts Of:</b>   |  |
| * a. Applicant   | WV-002   |
| * b. Program/Project   | WV-002   |
| Attach an additional list of Program/Project Congressional Districts if needed.  |  |
| <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>   |  |
| <b>17. Proposed Project:</b>   |  |
| * a. Start Date  | 06/01/2023   |
| * b. End Date:   | 06/01/2024   |
| <b>18. Estimated Funding (\$):</b>   |  |
| * a. Federal   | 150,000.00   |
| * b. Applicant   | 16,667.00  |
| * c. State   | 0.00   |
| * d. Local   | 0.00   |
| * e. Other   | 0.00   |
| * f. Program Income  | 0.00   |
| * g. TOTAL   | 166,667.00   |
| <b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>  |  |
| <input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>  |  |
| <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.  |  |
| <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.   |  |
| <b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>   |  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |
| If "Yes", provide explanation and attach   |  |
| <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>   |  |
| <b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)</b> |  |
| <input checked="" type="checkbox"/> ** I AGREE   |  |
| ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.  |  |
| <b>Authorized Representative:</b>  |  |
| Prefix:  | Mr.  |
| * First Name:  | Michael  |
| Middle Name:   |  |
| * Last Name:   | Ruffing  |
| Suffix:  |  |
| * Title:   | President  |
| * Telephone Number:  | 412-812-2757   |
| Fax Number:  |  |
| * Email:   | Michael.Ruffing@problemsolversconsultants.com  |
| * Signature of Authorized Representative:  |  |
| * Date Signed:   | 5/3/23   |



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

| <b>Part II - SECTION A</b>  |  |
|---|--|
| The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.  |  |
| <b>Item 1.</b><br>Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |
| <b>Item 2.</b><br>Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                           |
| <b>Item 3.</b><br>Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A                           |
| <b>Item 4.</b><br>Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A                           |
| <b>Item 5.</b><br>Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.                                       |  |
| <input type="checkbox"/> The project is included in an <i>approved</i> PFC application.<br>If included in an approved PFC application,<br>does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No                         |  |
| <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.   |  |
| <b>Item 6.</b><br>Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  |  |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  |  |
| If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  |  |
| <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  |  |
| <input type="checkbox"/> Negotiated Rate equal to   | % as approved by<br>(Date) (2 CFR part 200, appendix VII).<br><div style="text-align: right;">(the Cognizant Agency)</div> |
| <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>  |  |



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EXPIRATION DATE: 6/30/2023

## PART II - SECTION B

### Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, 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 grant, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards 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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## PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Airport Authority is endeavoring, as practical, to acquire adequate property interests in the airport's airspace and Runway Protection Zones (RPZs) to implement the control over adjacent land usage. The Airport Authority also endeavors to work with the Upshur County Commission to address non-conforming land uses if the situation arises.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Airport Authority is not in default on any obligation to the United States or any agency of the United States.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Airport Authority is not aware of any circumstances which would affect the ability to complete the Project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is consistent with the plans established for Upshur County, West Virginia.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The Airport Authority has given due consideration to community interests.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Airport Authority has consulted airport users and tenants.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not Applicable.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The Buckhannon Upshur Airport Authority has not granted any exclusive rights.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Buckhannon Upshur Airport Authority owns all property free and clear of any exceptions as depicted on the Exhibit "A" dated January 2017.

Title verification was obtained at the time the property parcels were obtained.

A copy of the updated Exhibit "A" dated January 2017, is on file at the Beckley Airport Field Office.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

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### PART III – BUDGET INFORMATION – CONSTRUCTION

| SECTION A – GENERAL              |        |
|----------------------------------|--------|
| 1. Assistance Listing Number:    | 20-106 |
| 2. Functional or Other Breakout: |        |

| SECTION B – CALCULATION OF FEDERAL GRANT                       |  |   |                          |
|--|--|---|--------------------------|
| Cost Classification  | Latest Approved Amount<br>(Use only for revisions) | Adjustment<br>+ or (-) Amount<br>(Use only for revisions) | Total Amount<br>Required |
| 1. Administration expense                                      |  |   |                          |
| 2. Preliminary expense   |  |   |                          |
| 3. Land, structures, right-of-way                              |  |   |                          |
| 4. Architectural engineering basic fees                        |  |   |                          |
| 5. Other Architectural engineering fees                        |  |   |                          |
| 6. Project inspection fees                                     |  |   |                          |
| 7. Land development  |  |   |                          |
| 8. Relocation Expenses   |  |   |                          |
| 9. Relocation payments to Individuals and Businesses           |  |   |                          |
| 10. Demolition and removal                                     |  |   |                          |
| 11. Construction and project improvement                       |  |   | 166,667                  |
| 12. Equipment  |  |   |                          |
| 13. Miscellaneous  |  |   |                          |
| 14. <b>Subtotal</b> (Lines 1 through 13)                       |  |   | \$ 166,667               |
| 15. Estimated Income (if applicable)                           |  |   |                          |
| 16. Net Project Amount (Line 14 minus 15)                      |  |   | 166,667                  |
| 17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.) |  |   |                          |
| 18. <b>Subtotal</b> (Lines 16 through 17)                      |  |   | \$ 166,667               |
| 19. Federal Share requested of Line 18                         |  |   | 150,000                  |
| 20. Grantee share  |  |   | 16,667                   |
| 21. Other shares   |  |   |                          |
| 22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)                   |  |   | \$ 166,667               |



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| <b>SECTION C – EXCLUSIONS</b>                                     |  |
|---|--|
| <b>23. Classification (Description of non-participating work)</b> | <b>Amount Ineligible for Participation</b> |
| a.  |  |
| b.  |  |
| c.  |  |
| d.  |  |
| e.  |  |
| f.  |  |
| g. <b>Total</b>   |  |

| <b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b> |                  |
|---|------------------|
| <b>24. Grantee Share – Fund Categories</b>                        | <b>Amount</b>    |
| a. Securities   |                  |
| b. Mortgages  |                  |
| c. Appropriations (by Applicant)                                  | 16,667           |
| d. Bonds  |                  |
| e. Tax Levies   |                  |
| f. Non-Cash   |                  |
| g. Other (Explain):   |                  |
| h. <b>TOTAL - Grantee share</b>                                   | \$ 16,667        |
| <b>25. Other Shares</b>   | <b>Amount</b>    |
| a. State  |                  |
| b. Other  |                  |
| c. <b>TOTAL - Other Shares</b>                                    |                  |
| <b>26. TOTAL NON-FEDERAL FINANCING</b>                            | <b>\$ 16,667</b> |

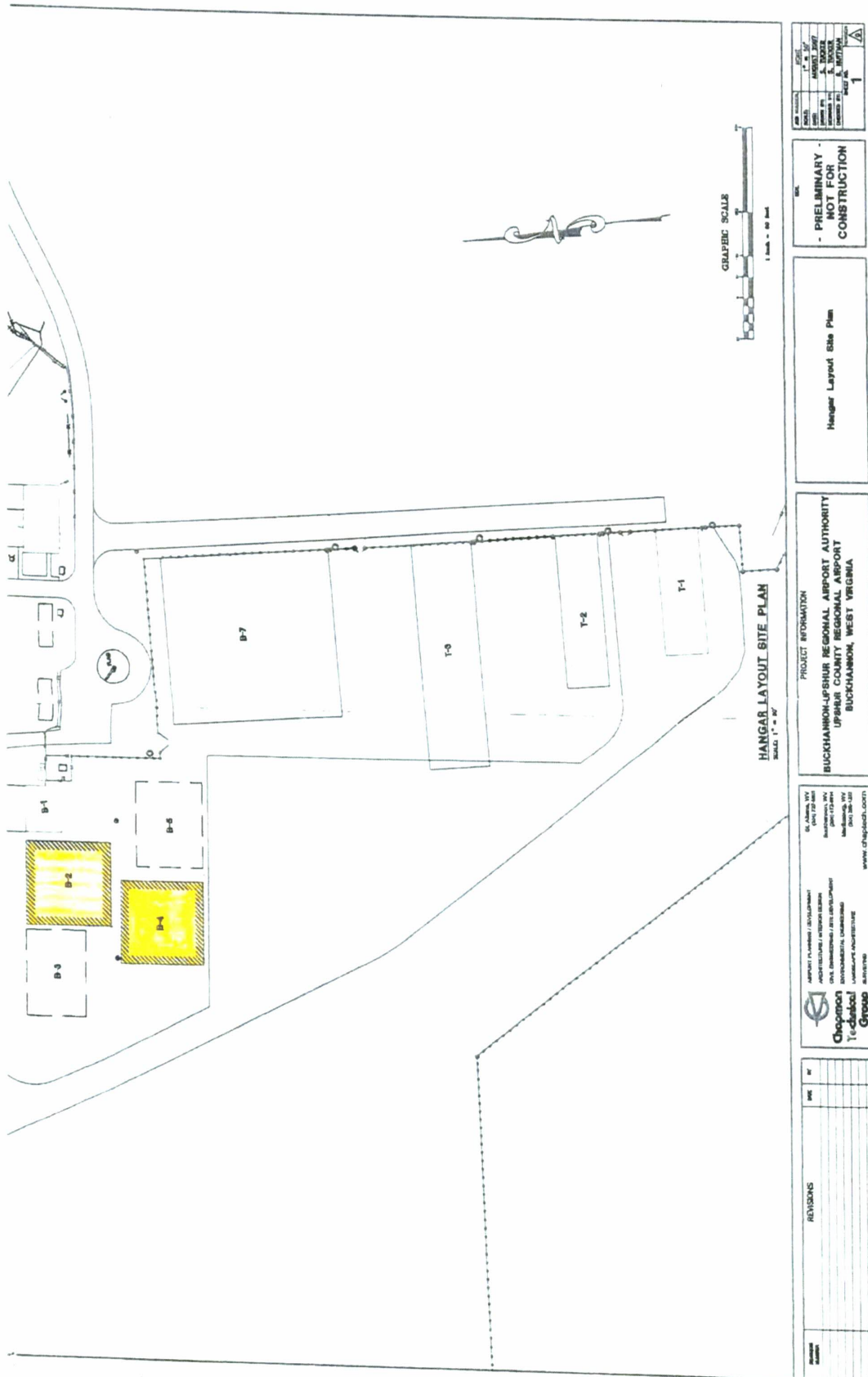
| <b>SECTION E – REMARKS</b><br>(Attach sheets if additional space is required)                 |
|---|
| <p>The following items are incorporated by reference:</p> <p>Exhibit A dated January 2017</p> |



OMB CONTROL NUMBER: 2120-0569  
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**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

|  |
|--|
| <b>PROJECT:</b> Construct Building (Reimbursement)   |
| <b>AIRPORT:</b> W22 - Upshur County Regional Airport   |
| <b>1. Objective:</b><br><p>The objective of this project is to reimburse the Airport Authority for a portion of the cost incurred for the construction of two (2) 100' x 100' box hangars.</p>                                 |
| <b>2. Benefits Anticipated:</b><br><p>The reimbursement will offset the debt associated with the past hangar construction.</p>   |
| <b>3. Approach:</b> (See approved Scope of Work in Final Application)  |
| <b>4. Geographic Location:</b><br><p>The was performed at the Upshur County Regional Airport. The physical address of the airport is 630 Airport Road, Buckhannon, West Virginia 26201.</p>                                    |
| <b>5. If Applicable, Provide Additional Information:</b>   |
| <b>6. Sponsor's Representative:</b> (include address & telephone number)<br><p>Michael Ruffing, President - Buckhannon Upshur Airport Authority<br/> Post Office Box 1042, Buckhannon, WV 26201<br/> Phone: (412) 812-2757</p> |



3-54-0039-039-2023



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Eastern Region  
West Virginia

Beckley Airports Field Office  
176 Airport Circle, Room 101  
Beaver, WV 25813-9350

June 12, 2023

Mr. Michael Ruffing  
Airport Authority President  
P.O. Box 1042  
Buckhannon, WV 26201-1042

Dear Mr. Ruffing:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-54-0039-039-2023 at Upshur County Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 15, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

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expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Stewart Lewis, (304) 253-0684, [stewart.c.lewis@faa.gov](mailto:stewart.c.lewis@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Matthew Di Giulian  
Manager



3-54-0039-039-2023



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FY 2023 AIRPORT INFRASTRUCTURE GRANT

### GRANT AGREEMENT

#### Part I - Offer

|                                     |                                |
|-------------------------------------|--------------------------------|
| Federal Award Offer Date            | June 12, 2023                  |
| Airport/Planning Area               | Upshur County Regional Airport |
| Airport Infrastructure Grant Number | 3-54-0039-039-2023             |
| Unique Entity Identifier            | YLDRBMJNSZP5                   |

TO: **Buckhannon-Upshur Airport Authority**  
 (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)  
**Upshur County Commission**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 3, 2023, for a grant of Federal funds for a project at or associated with the Upshur County Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Upshur County Regional Airport (herein called the "Project") consisting of the following:

**Install Airport Beacon (Design), Install Perimeter Fencing not Required by 49 CFR 1542**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$197,779.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 197,779 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

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proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 15, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.



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**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.**13. Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.**15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.**16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.**17. Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).



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18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

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**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are

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provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.



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3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or



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- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 27. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

### SPECIAL CONDITIONS

- 28. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.
- 29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.


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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Matthew Di Giulian

(Typed Name)

Manager, Beckley Airports Field Office

(Title of FAA Official)

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated June 13, 2023

Buckhannon-Upshur Airport Authority

*(Name of Sponsor)*

*Michael Ruffing*

*(Signature of Sponsor's Authorized Official)*

**By:** Mike Ruffing

*(Typed Name of Sponsor's Authorized Official)*

**Title:** President, Buckhannon-Upshur Airport Au

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Tom O'Neill, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at June 14, 2023

By: \_\_\_\_\_



(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated June 14, 2023

Upshur County Commission

*(Name of Sponsor)*

Kristie G Tenney

Kristie G Tenney (Jun 14, 2023 17:00 EDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Kristie G Tenney

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Upshur County Commissioner

*(Title of Sponsor's Authorized Official)*

<sup>4</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Bryan S. Hinkle, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of West Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at June 15, 2023

Bryan S. Hinkle  
By: Bryan S. Hinkle (Jun 15, 2023 10:39 EDT)  
(Signature of Sponsor's Attorney)

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<sup>5</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

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## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

### FEDERAL LEGISLATION

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- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).



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- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

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- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### **FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

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**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or



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document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.



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**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.



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**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.



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- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and



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which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or



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structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**Buckhannon-Upshur Airport Authority**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
  - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

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sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of May 3, 2023.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.



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**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

OMB Number: 4040-0004  
Expiration Date: 11/30/2025

| Application for Federal Assistance SF-424  |  |  |
|--|--|--|
| * 1. Type of Submission:<br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Application |  | * 2. Type of Application:<br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Continuation<br><input type="checkbox"/> Revision |
| * If Revision, select appropriate letter(s):<br><input type="text"/>   |  |  |
| * Other (Specify):<br><input type="text"/>   |  |  |
| * 3. Date Received:<br><input type="text"/>  |  | 4 Applicant Identifier:<br><input type="text"/> W22 - Upshur County Regional   |
| 5a. Federal Entity Identifier:<br><input type="text"/>   |  | 5b. Federal Award Identifier:<br><input type="text"/> 3-54-0039-039-2023   |
| <b>State Use Only:</b>   |  |  |
| 6. Date Received by State: <input type="text"/>  |  | 7. State Application Identifier: <input type="text"/>  |
| <b>8. APPLICANT INFORMATION:</b>   |  |  |
| * a. Legal Name: <input type="text"/> Buckhannon Upshur Airport Authority  |  |  |
| * b. Employer/Taxpayer Identification Number (EIN/TIN):<br><input type="text"/> 30-0733276   |  | * c. UEI:<br><input type="text"/> YLDRBMJNSZP5   |
| <b>d. Address:</b>   |  |  |
| * Street1: <input type="text"/> Post Office Box 1042   |  |  |
| Street2: <input type="text"/>  |  |  |
| * City: <input type="text"/> Buckhannon  |  |  |
| County/Parish: <input type="text"/> Upshur   |  |  |
| * State: <input type="text"/> WV: West Virginia  |  |  |
| Province: <input type="text"/>   |  |  |
| * Country: <input type="text"/> USA: UNITED STATES   |  |  |
| * Zip / Postal Code: <input type="text"/> 26201-1042   |  |  |
| <b>e. Organizational Unit:</b>   |  |  |
| Department Name:<br><input type="text"/> Airport Authority   |  | Division Name:<br><input type="text"/>   |
| <b>f. Name and contact information of person to be contacted on matters involving this application:</b>  |  |  |
| Prefix: <input type="text"/> Mr. * First Name: <input type="text"/> Michael  |  |  |
| Middle Name: <input type="text"/>  |  |  |
| * Last Name: <input type="text"/> Ruffing  |  |  |
| Suffix: <input type="text"/>   |  |  |
| Title: <input type="text"/> President  |  |  |
| Organizational Affiliation:<br><input type="text"/> Airport Authority  |  |  |
| * Telephone Number: <input type="text"/> 412-812-2757  |  | Fax Number: <input type="text"/>   |
| * Email: <input type="text"/> michael.ruffing@problemsolversconsultants.com  |  |  |

| Application for Federal Assistance SF-424  |  |
|--|--|
| <b>* 9. Type of Applicant 1: Select Applicant Type:</b><br><input checked="" type="checkbox"/> Other (specify)<br>Type of Applicant 2: Select Applicant Type:<br>Type of Applicant 3: Select Applicant Type:<br><b>* Other (specify):</b><br>Airport Authority |  |
| <b>* 10. Name of Federal Agency:</b><br>Federal Aviation Administration  |  |
| <b>11. Catalog of Federal Domestic Assistance Number:</b><br>20.106<br>CFDA Title:<br>Airport Improvement Program  |  |
| <b>* 12. Funding Opportunity Number:</b><br><b>* Title:</b>  |  |
| <b>13. Competition Identification Number:</b><br>Title:  |  |
| <b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b><br><div><div></div><div>Add Attachment</div><div>Delete Attachment</div><div>View Attachment</div></div>  |  |
| <b>* 15. Descriptive Title of Applicant's Project:</b><br>Install Airport Beacon (Phase I Design)<br>Install 1,688 L.F. of Perimeter Fence (Phase I and Phase II Design and Construct)   |  |
| Attach supporting documents as specified in agency instructions.<br><div><div>Add Attachments</div><div>Delete Attachments</div><div>View Attachments</div></div>  |  |



| Application for Federal Assistance SF-424  |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
|--|------------|--------------|------------|----------------|-----------|------------|------|------------|------|------------|------|---------------------|------|------------|------------|
| <b>16. Congressional Districts Of:</b><br><div style="display: flex; justify-content: space-between;"> <div>* a. Applicant: <input style="width: 150px;" type="text" value="WV-002"/></div> <div>* b. Program/Project: <input style="width: 150px;" type="text" value="WV-002"/></div> </div>  |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| Attach an additional list of Program/Project Congressional Districts if needed.<br><div style="display: flex; align-items: center; margin-top: 5px;"> <input style="width: 200px; height: 20px;" type="text"/> <div style="margin-left: 10px;"> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> </div> </div>  |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <b>17. Proposed Project:</b><br><div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>* a. Start Date: <input style="width: 100px;" type="text" value="06/01/2023"/></div> <div>* b. End Date: <input style="width: 100px;" type="text" value="06/01/2024"/></div> </div>   |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <b>18. Estimated Funding (\$):</b><br><table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 15%;">* a. Federal</td> <td style="border: 1px solid black; text-align: right;">197,779.00</td> </tr> <tr> <td>* b. Applicant</td> <td style="border: 1px solid black; text-align: right;">21,976.00</td> </tr> <tr> <td>* c. State</td> <td style="border: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td>* d. Local</td> <td style="border: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td>* e. Other</td> <td style="border: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td>* f. Program Income</td> <td style="border: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td>* g. TOTAL</td> <td style="border: 1px solid black; text-align: right;">219,755.00</td> </tr> </table> |            | * a. Federal | 197,779.00 | * b. Applicant | 21,976.00 | * c. State | 0.00 | * d. Local | 0.00 | * e. Other | 0.00 | * f. Program Income | 0.00 | * g. TOTAL | 219,755.00 |
| * a. Federal   | 197,779.00 |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| * b. Applicant   | 21,976.00  |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| * c. State   | 0.00       |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| * d. Local   | 0.00       |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| * e. Other   | 0.00       |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| * f. Program Income  | 0.00       |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| * g. TOTAL   | 219,755.00 |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b><br><div style="margin-top: 5px;"> <input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 80px;" type="text"/> </div> <div style="margin-top: 5px;"> <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.         </div> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.         </div>   |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b><br><div style="margin-top: 5px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </div> <div style="margin-top: 5px;">           If "Yes", provide explanation and attach <input style="width: 250px;" type="text"/> <div style="float: right; margin-top: 5px;"> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> </div> </div>   |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)</b><br><div style="margin-top: 5px;"> <input checked="" type="checkbox"/> ** I AGREE         </div> <div style="margin-top: 5px; font-size: small;">           ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.         </div>                         |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <b>Authorized Representative:</b>  |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <div style="display: flex; justify-content: space-between;"> <div>Prefix: <input style="width: 100px;" type="text" value="Mr."/></div> <div>* First Name: <input style="width: 150px;" type="text" value="Michael"/></div> </div> <div style="margin-top: 5px;">           Middle Name: <input style="width: 250px;" type="text"/> </div> <div style="margin-top: 5px;">           * Last Name: <input style="width: 250px;" type="text" value="Ruffing"/> </div> <div style="margin-top: 5px;">           Suffix: <input style="width: 100px;" type="text"/> </div>   |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <div style="margin-top: 5px;">           * Title: <input style="width: 300px;" type="text" value="President"/> </div>  |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>* Telephone Number: <input style="width: 150px;" type="text" value="412-812-2757"/></div> <div>Fax Number: <input style="width: 150px;" type="text"/></div> </div>  |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <div style="margin-top: 5px;">           * Email: <input style="width: 400px;" type="text" value="Michael.Ruffing@problemsolversconsultants.com"/> </div>  |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |
| <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>* Signature of Authorized Representative: <div style="border: 2px solid red; padding: 5px; text-align: center; width: 250px;"> </div> </div> <div>* Date Signed: <div style="border: 2px solid red; padding: 2px; text-align: center; width: 80px;"> <b>5/3/23</b> </div> </div> </div>   |            |              |            |                |           |            |      |            |      |            |      |                     |      |            |            |



OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/2023

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

| Part II - SECTION A   |  |
|---|--|
| The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.  |  |
| <b>Item 1.</b><br>Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                              |
| <b>Item 2.</b><br>Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 3.</b><br>Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 4.</b><br>Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <b>Item 5.</b><br>Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <input type="checkbox"/> The project is included in an <i>approved</i> PFC application.<br>If included in an approved PFC application,<br>does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No                         |  |
| <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.   |  |
| <b>Item 6.</b><br>Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  |  |
| <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  |  |
| <input type="checkbox"/> Negotiated Rate equal to   | % as approved by _____ (the Cognizant Agency)<br>on _____ (Date) (2 CFR part 200, appendix VII). |
| <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>  |  |

OMB CONTROL NUMBER: 2120-0569 OMB  
EXPIRATION DATE: 6/30/2023

**PART II - SECTION B****Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, 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 grant, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards 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.



OMB CONTROL NUMBER: 2120-0569 OMB  
EXPIRATION DATE: 6/30/2023

## PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Airport Authority is endeavoring, as practical, to acquire adequate property interests in the airport's airspace and Runway Protection Zones (RPZs) to implement the control over adjacent land usage. The Airport Authority also endeavors to work with the Upshur County Commission to address non-conforming land uses if the situation arises.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Airport Authority is not in default on any obligation to the United States or any agency of the United States.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Airport Authority is not aware of any circumstances which would affect the ability to complete the Project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is consistent with the plans established for Upshur County, West Virginia.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The Airport Authority has given due consideration to community interests.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Airport Authority has consulted airport users and tenants.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not Applicable.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

OMB CONTROL NUMBER: 2120-0569 OMB  
EXPIRATION DATE: 6/30/2023

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The Buckhannon Upshur Airport Authority has not granted any exclusive rights.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Buckhannon Upshur Airport Authority owns all property free and clear of any exceptions as depicted on the Exhibit "A" dated January 2017.

Title verification was obtained at the time the property parcels were obtained.

A copy of the updated Exhibit "A" dated January 2017, is on file at the Beckley Airport Field Office.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not Applicable.

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

OMB CONTROL NUMBER: 2120-0569 OMB  
EXPIRATION DATE: 6/30/2023

### PART III – BUDGET INFORMATION – CONSTRUCTION

| SECTION A – GENERAL              |        |
|----------------------------------|--------|
| 1. Assistance Listing Number:    | 20-106 |
| 2. Functional or Other Breakout: |        |

| SECTION B – CALCULATION OF FEDERAL GRANT                       |  |   |                       |
|--|--|---|-----------------------|
| Cost Classification  | Latest Approved Amount<br>(Use only for revisions) | Adjustment<br>+ or (-) Amount<br>(Use only for revisions) | Total Amount Required |
| 1. Administration expense                                      |  |   | \$ 10,000             |
| 2. Preliminary expense   |  |   |                       |
| 3. Land, structures, right-of-way                              |  |   |                       |
| 4. Architectural engineering basic fees                        |  |   | 77,793                |
| 5. Other Architectural engineering fees                        |  |   | 72,365                |
| 6. Project inspection fees                                     |  |   | 2,597                 |
| 7. Land development  |  |   |                       |
| 8. Relocation Expenses   |  |   |                       |
| 9. Relocation payments to Individuals and Businesses           |  |   |                       |
| 10. Demolition and removal                                     |  |   |                       |
| 11. Construction and project improvement                       |  |   | 57,000                |
| 12. Equipment  |  |   |                       |
| 13. Miscellaneous  |  |   |                       |
| 14. <b>Subtotal</b> (Lines 1 through 13)                       |  |   | \$ 219,755            |
| 15. Estimated Income (if applicable)                           |  |   |                       |
| 16. Net Project Amount (Line 14 minus 15)                      |  |   | 219,755               |
| 17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.) |  |   |                       |
| 18. <b>Subtotal</b> (Lines 16 through 17)                      |  |   | \$ 219,755            |
| 19. Federal Share requested of Line 18                         |  |   | 197,779               |
| 20. Grantee share  |  |   | 21,976                |
| 21. Other shares   |  |   |                       |
| 22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)                   |  |   | \$ 219,755            |



OMB CONTROL NUMBER: 2120-0569 OMB  
EXPIRATION DATE: 6/30/2023

| <b>SECTION C – EXCLUSIONS</b>                                     |  |
|---|--|
| <b>23. Classification (Description of non-participating work)</b> | <b>Amount Ineligible for Participation</b> |
| a.  |  |
| b.  |  |
| c.  |  |
| d.  |  |
| e.  |  |
| f.  |  |
| g. <b>Total</b>   |  |

| <b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b> |                  |
|---|------------------|
| <b>24. Grantee Share – Fund Categories</b>                        | <b>Amount</b>    |
| a. Securities   |                  |
| b. Mortgages  |                  |
| c. Appropriations (by Applicant)                                  | 21,976           |
| d. Bonds  |                  |
| e. Tax Levies   |                  |
| f. Non-Cash   |                  |
| g. Other (Explain):   |                  |
| h. <b>TOTAL - Grantee share</b>                                   | <b>\$ 21,976</b> |
| <b>25. Other Shares</b>   | <b>Amount</b>    |
| a. State  |                  |
| b. Other  |                  |
| c. <b>TOTAL - Other Shares</b>                                    |                  |
| <b>26. TOTAL NON-FEDERAL FINANCING</b>                            | <b>\$ 21,976</b> |

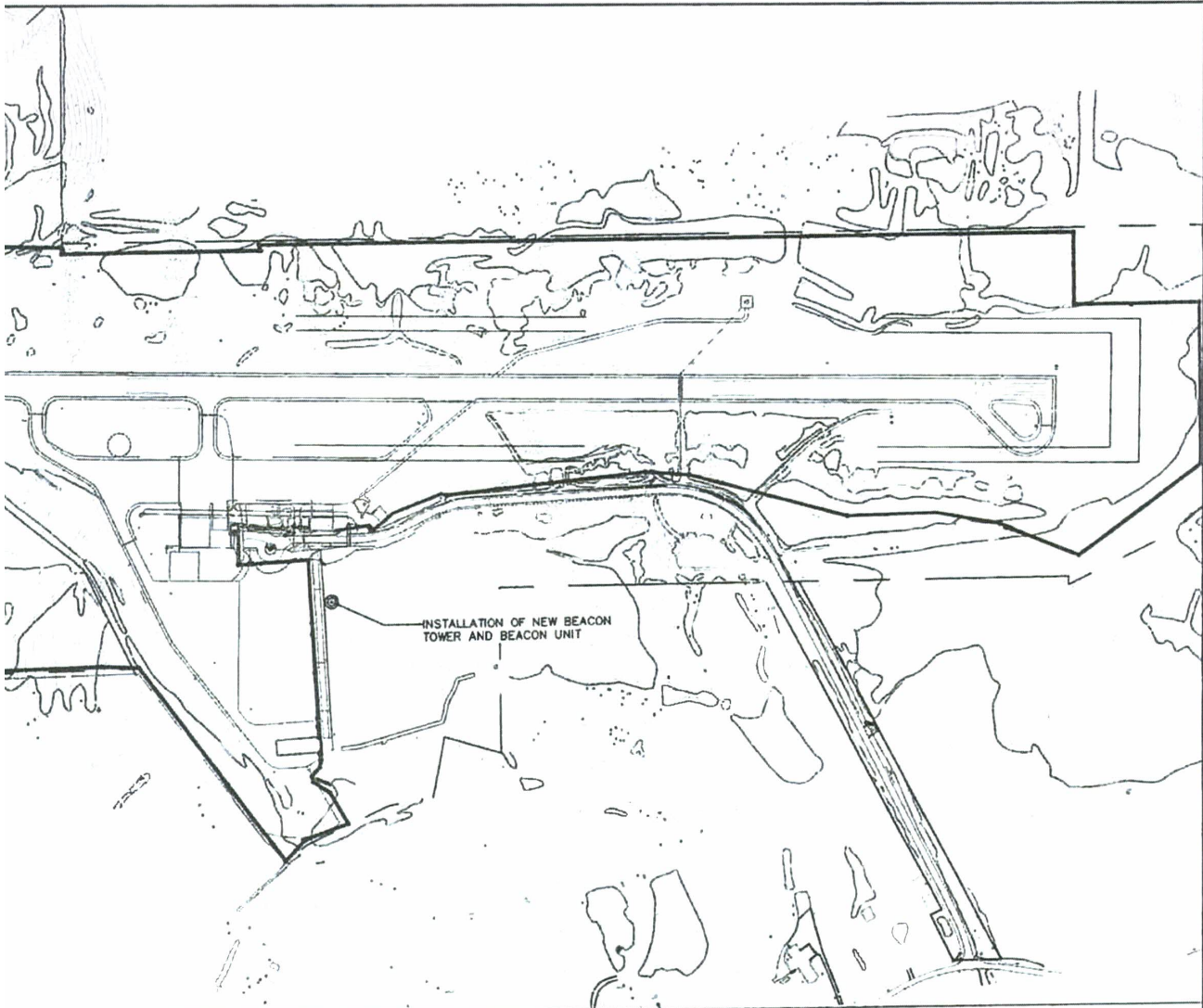
| <b>SECTION E – REMARKS</b><br>(Attach sheets if additional space is required)   |
|---|
| <p>The following items are incorporated by reference:</p> <p>Exhibit A dated January 2017<br/>Plans and Specifications dated January 2023</p> |



OMB CONTROL NUMBER: 2120-0569  
OMB EXPIRATION DATE: 6/30/2023

## PART IV – PROGRAM NARRATIVE

(Suggested Format)

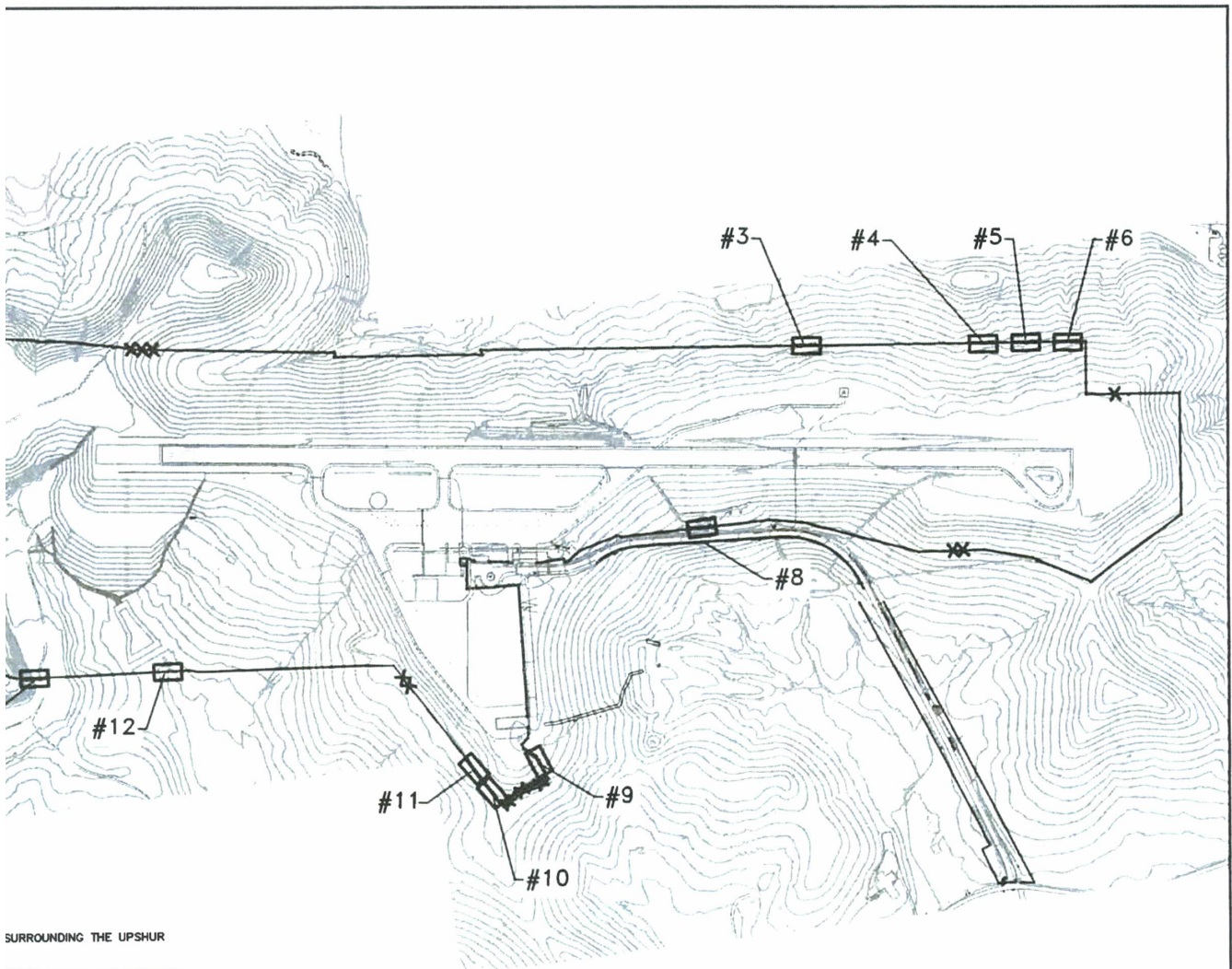
|  |
|--|
| <b>PROJECT:</b> Install Airport Beacon (Design) - Install 1,688 L.F. of Perimeter Fencing (Design and Construct)   |
| <b>AIRPORT:</b> W22 - Upshur County Regional Airport   |
| <p><b>1. Objective:</b></p> <p>The scope of the Install Airport Beacon project is to design a new airport rotating beacon and beacon tower with concrete foundation at the Upshur County Regional Airport located near Buckhannon, West Virginia.</p> <p>The scope of the Install Perimeter Fencing Project is to rehabilitate 1,688 L.F. of perimeter fencing at the Upshur County Regional Airport. The rehabilitation will consist of various types of fencing repairs from re-attaching barbed wire strands to complete fence section replacement to ensure a continuous fencing system.</p> |
| <p><b>2. Benefits Anticipated:</b></p> <p>The Upshur County Regional Airport is currently trying to reduce their carbon footprint and create a low energy dependent airfield through the installation of the LED units.</p> <p>The Upshur County Regional Airport is currently dealing with the presence of wildlife on the airfield. Conducting the fence rehabilitation will allow the airport to have a continuous fencing system to enhance safety.</p>  |
| <p><b>3. Approach:</b> (See approved Scope of Work in Final Application)</p> <p>See Attachment 1.</p>  |
| <p><b>4. Geographic Location:</b></p> <p>The project will be completed on the Upshur County Regional Airport. The physical address of the airport is 630 Airport Road, Buckhannon, West Virginia 26201.</p>  |
| <p><b>5. If Applicable, Provide Additional Information:</b></p>  |
| <p><b>6. Sponsor's Representative:</b> (include address &amp; telephone number)</p> <p>Michael Ruffing, President - Buckhannon Upshur Airport Authority<br/>Post Office Box 1042, Buckhannon, WV 26201<br/>Phone: (412) 812-2757</p>   |



|   |      |  |  |                 |   |           |                   |  |
|---|------|--|--|-----------------|---|-----------|-------------------|--|
| BY  | DATE | <br><b>Chapman<br/>Technical<br/>Group</b><br><small>a division of<br/>CH2M</small> | AIRPORT PLANNING/DEVELOPMENT<br>ARCHITECTURE/INTERIOR DESIGN<br>CIVIL/ENGINEERING/SITE DEVELOPMENT<br>ENVIRONMENTAL/ENGINEERING<br>LANDSCAPE ARCHITECTURE<br>SURVEYING | www.chaptch.com | PROJECT INFORMATION<br>BUCKHANNON-UPHUR AIRPORT AUTHORITY<br>UPHUR COUNTY REGIONAL AIRPORT<br>BUCKHANNON, WEST VIRGINIA<br>INSTALL AIRPORT BEACON | SITE PLAN | JOB NUMBER 234006 |  |
|   |      |  |  |                 |   |           | SCALE 1" = 500'   |  |
| DATE 2/7/2013   |      |  |  |                 |   |           |                   |  |
| DESIGN BY ABC   |      |  |  |                 |   |           |                   |  |
| CHECKED BY ABC  |      |  |  |                 |   |           |                   |  |
| DATE 2/7/2013   |      |  |  |                 |   |           |                   |  |
| FIG.1   |      |  |  |                 |   |           |                   |  |
|  |      |  |  |                 |   |           |                   |  |

CONSTRUCTION

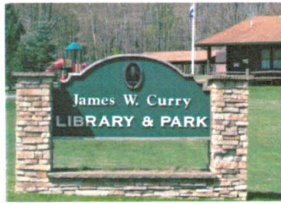




SURROUNDING THE UPSHUR  
REHABILITATED ARE IDENTIFIED  
ARE TO REMAIN AS IS.

|  |  |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
|--|--|--|--|------------------|---|------------|-------|-------|-----------|------|----------|----------|-----|------------|-----|------|--------|-------------|--|--------------|--|--|----------|--|---|--|
| <br><b>Chapman<br/>Technical<br/>Group</b><br><small>INCORPORATED</small> | AIRPORT PLANNING / DEVELOPMENT<br>ARCHITECTURE / INTERIOR DESIGN<br>CIVIL ENGINEERING / SITE DEVELOPMENT<br>ENVIRONMENTAL ENGINEERING<br>LANDSCAPE ARCHITECTURE<br>SURVEYING | St. Albans, WV<br>(304) 727-5501<br><br>Buckhannon, WV<br>(304) 472-4414<br><br><a href="http://www.chaptech.com">www.chaptech.com</a> | PROJECT INFORMATION<br><b>BUCKHANNON-UPSHUR AIRPORT AUTHORITY<br/>UPSHUR COUNTY REGIONAL AIRPORT<br/>BUCKHANNON, WEST VIRGINIA<br/>INSTALL PERIMETER FENCING</b> | <b>SITE PLAN</b> | <table><tr><td>JOB NUMBER</td><td>23008</td></tr><tr><td>SCALE</td><td>1" = 700'</td></tr><tr><td>DATE</td><td>2/6/2023</td></tr><tr><td>DRAWN BY</td><td>ABC</td></tr><tr><td>CHECKED BY</td><td>ABC</td></tr><tr><td>DATE</td><td>2/6/23</td></tr><tr><td colspan="2">SHEET NO. 1</td></tr><tr><td colspan="2"><b>FIG.1</b></td></tr></table> | JOB NUMBER | 23008 | SCALE | 1" = 700' | DATE | 2/6/2023 | DRAWN BY | ABC | CHECKED BY | ABC | DATE | 2/6/23 | SHEET NO. 1 |  | <b>FIG.1</b> |  | <table><tr><td>REVISION</td><td></td></tr><tr><td></td><td></td></tr></table> | REVISION |  |  |  |
|  | JOB NUMBER   | 23008  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
| SCALE  | 1" = 700'  |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
| DATE   | 2/6/2023   |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
| DRAWN BY   | ABC  |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
| CHECKED BY   | ABC  |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
| DATE   | 2/6/23   |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
| SHEET NO. 1  |  |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
| <b>FIG.1</b>   |  |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
| REVISION   |  |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |
|   |  |  |  |                  |   |            |       |       |           |      |          |          |     |            |     |      |        |             |  |              |  |  |          |  |   |  |

INSTRUCTION



**James W. Curry Public Library**

1721 Brooks Hill Road  
French Creek, WV 26218  
Phone: 304-924-6724

Upshur County Commission  
Upshur County Administrative Annex  
91 West Main Street, Suite 101  
Buckhannon, WV 26201

6/15/2023

Dear County Commissioners:

I respectfully request approval of the expenditure of \$175.00 (one hundred seventy five dollars and no cents) payable to Skateland, 240 S. Kanawha Street, Buckhannon, WV 26201 for rink rental on August 8<sup>th</sup>, 2023 from 7:00 – 9:00 pm. This is the grand finale event for our "Camp iRead: Fine Your Voice" 2023 Summer Reading Program for all participants who have completed their reading logs, up to 50 skaters (rink stipulation).

This event has become a tradition that our families look forward to and have expressed the desire to continue. Thank you for your consideration.

Sincerely,



Judith L. Williams

Director, James W. Curry Public Library

The following Policies were approved by majority vote of the Board at the May 9, 2023 meeting:

- a. Payment Responsibility is amended to:
  - i. Purchased Easement
 

**Landowner pays:** Fees associated with providing a free and clear title to an easement

**UCFPB pays:** Appraisal, Survey, Title search & binder, Deed preparation, closing costs (recording fees, document prep, attorney fees, etc), Baseline documentation, Annual monitoring

If an easement does not proceed to closing, costs will be handled as follows:

Landowner withdraws due to low appraisal value – UCFPB will cover costs incurred to date.

Landowner withdraws simply because they change their mind after an offer has been signed - Landowner is responsible for costs incurred to date.
  - i. Donated Easement appended to:
 

**Landowner pays:**

**UCFPB pays:** All costs associated with easement
1. Low Easement Value:
  - a. If the appraisal comes in with a value lower than the asking price (said price having been determined reasonable at the time of acceptance), the Board will pay 50% of the appraisal cost if the landowner chooses to withdraw their application.
  - b. Section 7.b.i (above) is appended to read: If an appraisal comes in with a value lower than the asking price, the board will pay for the appraisal.

The following **Program** change was approved by majority vote of the Board at the May 9, 2023 meeting with an effective start for applications received for the August 1, 2023 cycle:

1. Easement Valuation:
  - a. In accordance with the Program and previously established Policy, 50% value will be paid if oil and gas rights have been severed is changed to read:
  - b. Section III.G.3.a, V17 and Section 1.c (above) were amended April 14, 2017to read: 75% value will be paid if oil and gas rights have been severed.
  - c. Section III.G.3.a, V21 and Section 1.c (above) are amended to read: 100% value will be paid if oil and gas rights have been severed.





**Community Development Block Grant  
(CDBG)**

**Grant Amendment No. 6**

West Virginia Development Office  
1900 Kanawha Blvd. East  
Building 6, Room 553  
Charleston, WV 25305

|  |   |  |                                  |
|--|---|--|----------------------------------|
| <b>Subrecipient Information</b>  |   | <b>State Accounting Information</b>          |                                  |
| Name:  | Upshur County Commission Courthouse   | Major Program:                               | CDBG                             |
| Address:   | Annex, 91 West Main St., Suite 101,<br>Buckhannon, WV 26201                                     | Program:                                     | CDBGGRANTS                       |
| FEIN:  | 55-6000406  | Oasis Vendor Number:                         | 17*3858                          |
| DUNS:  | 028608099   | Oasis Grant Award Number:                    | 212313                           |
| <b>Grant Amendment No. 6 Description</b>   |   |  |                                  |
| This amendment will modify the project funding structure to recapture PY16 funds.  |   |  |                                  |
| <b>Federal Award Information</b>   |   | <b>Pass-through Award Information</b>        |                                  |
| Federal Awarding Agency:   | Department of Housing and Urban Development (HUD)<br>14.228 – Community Development Block Grant | Pass-through Awarding Agency:                | Commerce – WV Development Office |
| CFDA Number and Name:  | No  | Subaward Project Number:                     | 16SCBG0008                       |
|  |   | Period of Performance:                       | 12/13/2016 -- 6/30/2018          |
|  |   | Amended Period of                            | 12/13/2016 – 6/30/2023           |
| <b>PY2018 Funds</b>  |   | <b>PY2017 Funds – PPC-B17</b>                |                                  |
| FAIN.....  | B18DC540001   | Funds Obligated by This Action.....          | \$0.00                           |
| Federal Award Date.....  | 9/12/2018   | Total Funds Obligated.....                   | \$497,619.82                     |
| Total Federal Funds Available.....   | \$13,591,796  |  |                                  |
| <b>PY2017 Funds</b>  |   | <b>PY2016 Funds – PPC-B16</b>                |                                  |
| FAIN.....  | B17DC540001   | Funds Obligated by This Action.....          | \$0.00                           |
| Federal Award Date.....  | 10/19/2017  | Funds Deobligated by This Action.....        | (\$94,460.57)                    |
| Total Federal Funds Available.....   | \$12,228,766.00   | Total Funds Obligated.....                   | \$188,973.43                     |
| <b>PY2016 Funds</b>  |   | <b>PY2015 Funds – PPC-B15</b>                |                                  |
| Federal Award Date.....  | 9/19/2016   | Funds Obligated by This Action.....          | \$0.00                           |
| Total Federal Funds Available.....   | \$12,520,351.00   | Total Funds Obligated.....                   | \$68,626.31                      |
| <b>PY2015 Funds</b>  |   | <b>PY2014 Funds – PPC-B14</b>                |                                  |
| FAIN.....  | B15DC540001   | Funds Obligated by This Action.....          | \$0.00                           |
| Federal Award Date.....  | 8/02/2015   | Total Funds Obligated.....                   | \$248,418.00                     |
| Total Federal Funds Available.....   | \$12,528,038.00   |  |                                  |
| <b>PY2014 Funds</b>  |   | <b>PY2010-PY2013 Funds – PPC-B98</b>         |                                  |
| FAIN.....  | B14DC540001   | Funds Obligated by This Action.....          | \$0.00                           |
| Federal Award Date.....  | 8/02/2015   | Total Funds Obligated.....                   | \$401,606.83                     |
| Total Federal Funds Available.....   | \$12,528,038.00   | Total Federal Funds Committed to Project.... | \$1,405,244.39                   |
| <b>PY2013 Funds</b>  |   |  |                                  |
| FAIN.....  | B13DC540001   |  |                                  |
| Total Federal Funds Available.....   | \$13,429,610.00   |  |                                  |
| <b>PY2012 Funds</b>  |   |  |                                  |
| FAIN.....  | B12DC540001   |  |                                  |
| Total Federal Funds Available.....   | \$13,177,973.00   |  |                                  |
| <b>PY2011 Funds</b>  |   |  |                                  |
| FAIN.....  | B11DC540001   |  |                                  |
| Total Federal Funds Available.....   | \$15,383,805.00   |  |                                  |
| <b>PY2010 Funds</b>  |   |  |                                  |
| FAIN.....  | B10DC540001   |  |                                  |
| Total Federal Funds Available.....   | \$18,358,507.00   |  |                                  |
| <b>Notice of Grant Award</b>   |   |  |                                  |
| This funding is provided under Title I of the Housing and Community Development Act of 1974 under regulations of the Department of Housing and Urban Development, including but not limited to 24 CFR (Code of Federal Regulations), Part 570, Sub-Part I, as amended or revised, and subject the State of West Virginia's CDBG Policies and Procedures Manual and all program guidelines. |   |  |                                  |

**Terms of Acceptance**

By accepting funds under this Agreement, the subrecipient agrees to comply with all terms and conditions in this Agreement; all assurances and certifications made in the Agreement; and all applicable federal statutes, regulations, and guidelines. The subrecipient agrees to administer the funded program in accordance with the Agreement and budget(s), supporting documents, and other representations made in support of the Agreement.

**For the Pass-Through Entity:**

**For the Subrecipient:**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized Signature                      Date

Jennifer Ferrell, Director  
\_\_\_\_\_  
Name / Title

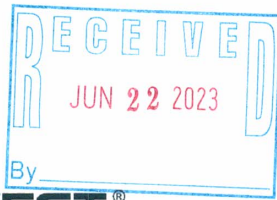
\_\_\_\_\_  
Print Name / Title

304-558-2234  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

Jennifer.L.Ferrell@wv.gov  
\_\_\_\_\_  
Email

\_\_\_\_\_  
Email


**METINVEST®**

**Carter Roag Coal Company**

A subsidiary of United Coal Company LLC

14272 Adolph Rd

Mill Creek, WV 26280

Phone: 304-335-2145

Fax: 304-335-2163

 email: [info@unitedcoal.com](mailto:info@unitedcoal.com)

June 19, 2023

**Via Facsimile and Certified Return Receipt Mail**

Maureen Persons  
 Director  
 Dislocated Worker Services Unit  
 1900 Kanawha Blvd E  
 Bldg. 3, Room 312  
 Charleston, WV 25305  
 Phone: 304-558-8414  
 Fax: 304-558-7029  
 Maureen.M.Persons@wv.gov

Re: Announcement of Planned Action

Dear Director Persons:

I am writing on behalf of Carter Roag Coal Company to give you an update to our May 12, 2023 notice that Carter Roag Coal Company's Morgan Camp underground operation and Hartridge surface/HWM operation at 14272 Adolph Road, Mill Creek, WV 26280 would cease production on May 12, 2023. During the period that follows, efforts will continue to be directed toward disassembly and removing the equipment from the mine sites. The Star Bridge Preparation Plant at 14272 Adolph Road, Mill Creek, WV 26280 will continue processing coal that is currently held in inventory and is expected to have all inventories eliminated by July 12, 2023. Ultimately, the entire facility (including the underground operations, surface operations, HWM operations, and preparation plant) will be closed, and all employees at the above-referenced operations will be impacted. This closure is expected to be permanent. As we explained in the prior correspondence, the expected date of the first separation will be July 12, 2023.

All employees who are to be laid off during the initial period of July 12, 2023 to July 26, 2023 were previously notified of their approximate separation dates and that their separation from employment will be permanent. Those employees are expected to be separated from employment



beginning on July 12, 2022, with these separations accomplished by July 26, 2023. The total number of affected employees during this initial period of July 12, 2023 to July 26, 2023 was originally projected to be 239 employees.

Carter Roag Coal Company has now determined that some of the 239 employees will need to be retained beyond the July 12, 2023 to July 26, 2023 period to meet the operational needs of closing the facility. Accordingly, 86 of those employees were issued updated notices today that extended the date of their separation. These individuals will now be separated during the second round of layoffs.

Carter Roag Coal Company anticipates that a second round of layoffs associated with the closure will occur between August 19, 2023 and September 1, 2023. Approximately 86 employees will be laid off during this period.<sup>1</sup> All employees who will be affected during the next 75 days have been notified of their approximate separation dates and that their separation from employment will be permanent.

Additional rounds of layoffs will also occur in the future. The expectation is that all remaining employees will be laid off in 2024. In total, 271 employees will be affected by the closure.

There will not be any bumping rights for the affected employees, that is, employees will not be able to displace more junior employees out of their job positions.

Information related to the job titles affected and the number of affected employees in each such job are available at Carter Roag Coal Company's address listed above.

If you have any questions or want additional information concerning this matter, please contact Brett Morris, HR Director, at 304-255-9030 Ext. 7523.

Sincerely,

Brett Morris  
HR Director

cc: Randolph County Commission  
4 Randolph Ave., Suite 102  
Elkins, WV 26241  
Attn: The Honorable Christopher See, Commission President  
Fax: (304) 630-1125  
(Via Fax and Certified Mail)

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<sup>1</sup> This includes a group of employees whose layoff dates have been extended beyond the initial layoff period of July 12, 2023 to July 26, 2023

Upshur County Commission  
91 West Main St., Suite 101  
Buckhannon, WV 26201  
Attn: The Honorable Kristie G. Tenney, Commission President  
Fax: (304) 473-2802  
(Via Fax and Certified Mail)

**Elkins Road Public Service District**

133 Fallen Road  
Buckhannon, WV 26201  
304-472-3008 (M-thru-F)  
Fax 304-472-2028

*Board of Directors  
Carey A. Wagner, Chair/Treasurer  
David A. Burr, Secretary  
Wendell R. Grose, Board Member*

June 14, 2023  
Via US Mail

Upshur County Commission  
91 W. Main Street, Suite 101  
Buckhannon, WV 26201

**Attn: Tabatha Perry, Assistant County Administrator**

**Re: Copy of Approved Budget for FY 2023 - 2024**

Dear Ms. Perry:

Enclosed you will find copies of the approved budget for the upcoming year.

If you need any additional information, please contact our office.

Sincerely,  
**Elkins Road Public Service District**



Carolyn Douglas  
Office Manager

/cd

Enclosure



| ELKINS ROAD P S D<br>ANNUAL BUDGET<br>JULY 1, 2023 - JUNE 30, 2024  |                         |                     |                          |                      |                            |                      |                            |                      |                            |                      |                            |                      |
|---|-------------------------|---------------------|--------------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|
|   | PROPOSED<br>2023 - 2024 |                     | LAST YEAR<br>2022 - 2023 |                      | 2 YEARS AGO<br>2021 - 2022 |                      | 3 YEARS AGO<br>2020 - 2021 |                      | 4 YEARS AGO<br>2019 - 2020 |                      | 5 YEARS AGO<br>2018 - 2019 |                      |
| INCOME/REVENUES   | MONTHLY                 | ANNUAL              | MONTHLY                  | ANNUAL               | MONTHLY                    | ANNUAL               | MONTHLY                    | ANNUAL               | MONTHLY                    | ANNUAL               | MONTHLY                    | ANNUAL               |
| INTEREST INCOME   | \$ 2.00                 | \$ 24.00            | \$ 2.00                  | \$ 24.00             | \$ 2.00                    | \$ 24.00             | \$ 2.00                    | \$ 24.00             | \$ 2.00                    | \$ 24.00             | \$ 2.50                    | \$ 30.00             |
| SALE OF WATER - RESIDENT  | \$ 72,000.00            | \$ 864,000.00       | \$ 71,000.00             | \$ 852,000.00        | \$ 66,000.00               | \$ 792,000.00        | \$ 45,000.00               | \$ 540,000.00        | \$ 44,890.00               | \$ 538,680.00        | \$ 43,623.00               | \$ 523,476.00        |
| SALE OF WATER - COMMERCIAL  | \$ 3,000.00             | \$ 36,000.00        | \$ 3,000.00              | \$ 36,000.00         | \$ 3,500.00                | \$ 42,000.00         | \$ 2,000.00                | \$ 24,000.00         | \$ 2,000.00                | \$ 24,000.00         | \$ 2,000.00                | \$ 24,000.00         |
| LATE CHARGES - RESIDENT   | \$ 1,000.00             | \$ 12,000.00        | \$ 1,000.00              | \$ 12,000.00         | \$ 1,000.00                | \$ 12,000.00         | \$ 1,000.00                | \$ 12,000.00         | \$ 1,000.00                | \$ 12,000.00         | \$ 850.00                  | \$ 10,200.00         |
| LATE CHARGES - COMM   | \$ 25.00                | \$ 300.00           | \$ 25.00                 | \$ 300.00            | \$ 25.00                   | \$ 300.00            | \$ 25.00                   | \$ 300.00            | \$ 25.00                   | \$ 300.00            | \$ 16.67                   | \$ 200.00            |
| ONS & OFFS FEE  | \$ 100.00               | \$ 1,200.00         | \$ 100.00                | \$ 1,200.00          | \$ 100.00                  | \$ 1,200.00          | \$ 150.00                  | \$ 1,800.00          | \$ 200.00                  | \$ 2,400.00          | \$ 125.00                  | \$ 1,500.00          |
| MISC INCOME - TAPS  | \$ 250.00               | \$ 3,000.00         | \$ 250.00                | \$ 3,000.00          | \$ 250.00                  | \$ 3,000.00          | \$ 250.00                  | \$ 3,000.00          | \$ 250.00                  | \$ 3,000.00          | \$ 250.00                  | \$ 3,000.00          |
| MISC INCOME   | \$ -                    | \$ -                | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 |
| <b>TOTAL</b>  | <b>\$76,377.00</b>      | <b>\$916,524.00</b> | <b>\$ 75,377.00</b>      | <b>\$ 904,524.00</b> | <b>\$ 70,877.00</b>        | <b>\$ 850,524.00</b> | <b>\$ 48,427.00</b>        | <b>\$ 581,124.00</b> | <b>\$ 48,367.00</b>        | <b>\$ 580,404.00</b> | <b>\$ 46,867.17</b>        | <b>\$ 562,406.00</b> |
| <div style="display: flex; justify-content: space-between; align-items: flex-end; padding-top: 20px;"> <div>CAREY A WAGNER </div> <div>DAVID A BURR </div> <div>WENDELL GROSE </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; padding-top: 10px;"> <div>DATE <u>6/5/2023</u></div> </div> |                         |                     |                          |                      |                            |                      |                            |                      |                            |                      |                            |                      |

| ELKINS ROAD P S D<br>ANNUAL BUDGET<br>JULY 1, 2023 - JUNE 30, 2024 |                         |                      |                          |                      |                            |                      |                            |                      |                            |                      |                            |                      |
|--|-------------------------|----------------------|--------------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|
| EXPENSES   | PROPOSED<br>2023 - 2024 |                      | LAST YEAR<br>2022 - 2023 |                      | 2 YEARS AGO<br>2021 - 2022 |                      | 3 YEARS AGO<br>2020 - 2021 |                      | 4 YEARS AGO<br>2019 - 2020 |                      | 5 YEARS AGO<br>2018 - 2019 |                      |
|  | MONTHLY                 | ANNUAL               | MONTHLY                  | ANNUAL               | MONTHLY                    | ANNUAL               | MONTHLY                    | ANNUAL               | MONTHLY                    | ANNUAL               | MONTHLY                    | ANNUAL               |
| WATER PURCHASED - RESALE   | \$ 16,750.00            | \$ 201,000.00        | \$ 16,750.00             | \$ 201,000.00        | \$ 16,750.00               | \$ 201,000.00        | \$ 9,700.00                | \$ 116,400.00        | \$ 9,700.00                | \$ 116,400.00        | \$ 9,700.00                | \$ 116,400.00        |
| UTILITIES - PLANT/SYST   | \$ 3,200.00             | \$ 38,400.00         | \$ 3,200.00              | \$ 38,400.00         | \$ 3,200.00                | \$ 38,400.00         | \$ 2,200.00                | \$ 26,400.00         | \$ 2,200.00                | \$ 26,400.00         | \$ 1,900.00                | \$ 22,800.00         |
| UTILITIES - OFFICE   | \$ 450.00               | \$ 5,400.00          | \$ 450.00                | \$ 5,400.00          | \$ 450.00                  | \$ 5,400.00          | \$ 300.00                  | \$ 3,600.00          | \$ 360.00                  | \$ 4,320.00          | \$ 320.00                  | \$ 3,840.00          |
| TELEPHONE  | \$ 260.00               | \$ 3,120.00          | \$ 255.00                | \$ 3,060.00          | \$ 230.00                  | \$ 2,760.00          | \$ 325.00                  | \$ 3,900.00          | \$ 325.00                  | \$ 3,900.00          | \$ 350.00                  | \$ 4,200.00          |
| CONTRACT LABOR   | \$ 1,600.00             | \$ 19,200.00         | \$ 1,600.00              | \$ 19,200.00         | \$ 1,600.00                | \$ 19,200.00         | \$ 1,500.00                | \$ 18,000.00         | \$ 1,500.00                | \$ 18,000.00         | \$ 3,400.00                | \$ 40,800.00         |
| MATERIALS & SUPPLIES   | \$ 3,000.00             | \$ 36,000.00         | \$ 3,300.00              | \$ 39,600.00         | \$ 3,000.00                | \$ 36,000.00         | \$ 2,700.00                | \$ 32,400.00         | \$ 2,000.00                | \$ 24,000.00         | \$ 3,000.00                | \$ 36,000.00         |
| REPAIRS & MAINTENANCE  | \$ 7,000.00             | \$ 84,000.00         | \$ 7,000.00              | \$ 84,000.00         | \$ 7,000.00                | \$ 84,000.00         | \$ 6,000.00                | \$ 72,000.00         | \$ 6,000.00                | \$ 72,000.00         | \$ 5,000.00                | \$ 60,000.00         |
| RENTAL EXP.  | \$ -                    | \$ -                 | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ 100.00                  | \$ 1,200.00          | \$ 100.00                  | \$ 1,200.00          | \$ 100.00                  | \$ 1,200.00          |
| METER READING & LABOR  | \$ -                    | \$ -                 | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ 500.00                  | \$ 6,000.00          | \$ 1,320.00                | \$ 15,840.00         | \$ 1,320.00                | \$ 15,840.00         |
|  |                         |                      | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ 50.00                   | \$ 600.00            | \$ 100.00                  | \$ 1,200.00          | \$ 100.00                  | \$ 1,200.00          |
|  |                         |                      | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ 50.00                   | \$ 600.00            | \$ 100.00                  | \$ 1,200.00          | \$ 100.00                  | \$ 1,200.00          |
| ACCOUNTING SVC   | \$ 100.00               | \$ 1,200.00          | \$ 200.00                | \$ 2,400.00          | \$ 200.00                  | \$ 2,400.00          | \$ 200.00                  | \$ 2,400.00          | \$ 300.00                  | \$ 3,600.00          | \$ 200.00                  | \$ 2,400.00          |
| AUDITING   | \$ 600.00               | \$ 7,200.00          | \$ 500.00                | \$ 6,000.00          | \$ 500.00                  | \$ 6,000.00          | \$ 550.00                  | \$ 6,600.00          | \$ 333.00                  | \$ 3,996.00          | \$ 333.00                  | \$ 3,996.00          |
| ENGINEERING  | \$ -                    | \$ -                 | \$ 50.00                 | \$ 600.00            | \$ 50.00                   | \$ 600.00            | \$ 50.00                   | \$ 600.00            | \$ 50.00                   | \$ 600.00            | \$ 50.00                   | \$ 600.00            |
| AUTO EXPENSE   | \$ 200.00               | \$ 2,400.00          | \$ 200.00                | \$ 2,400.00          | \$ 200.00                  | \$ 2,400.00          | \$ 200.00                  | \$ 2,400.00          | \$ 200.00                  | \$ 2,400.00          | \$ 250.00                  | \$ 3,000.00          |
| AUTO FUEL  | \$ 600.00               | \$ 7,200.00          | \$ 600.00                | \$ 7,200.00          | \$ 400.00                  | \$ 4,800.00          | \$ 400.00                  | \$ 4,800.00          | \$ 400.00                  | \$ 4,800.00          | \$ 410.00                  | \$ 4,920.00          |
| DEPRECIATION   | \$ 22,000.00            | \$ 264,000.00        | \$ 21,833.34             | \$ 262,000.08        | \$ 21,833.34               | \$ 262,000.08        | \$ 30,000.00               | \$ 360,000.00        | \$ 24,000.00               | \$ 288,000.00        | \$ 22,000.00               | \$ 264,000.00        |
| LEGAL  | \$ 50.00                | \$ 600.00            | \$ 50.00                 | \$ 600.00            | \$ 50.00                   | \$ 600.00            | \$ 50.00                   | \$ 600.00            | \$ 50.00                   | \$ 600.00            | \$ 50.00                   | \$ 600.00            |
| INTERNET SVC   | \$ -                    | \$ -                 | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 |
| INSURANCE-WORKERS' COMP  | \$ 80.00                | \$ 960.00            | \$ 89.00                 | \$ 1,068.00          | \$ 89.00                   | \$ 1,068.00          | \$ 400.00                  | \$ 4,800.00          | \$ 400.00                  | \$ 4,800.00          | \$ 375.00                  | \$ 4,500.00          |
| INSURANCE-GENERAL LIABILITY  | \$ 750.00               | \$ 9,000.00          | \$ 750.00                | \$ 9,000.00          | \$ 750.00                  | \$ 9,000.00          | \$ 900.00                  | \$ 10,800.00         | \$ 900.00                  | \$ 10,800.00         | \$ 760.00                  | \$ 9,120.00          |
| INTEREST EXP - MORT.   | \$ -                    | \$ -                 | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 |
| INTEREST EXP - OTHER   | \$ -                    | \$ -                 | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 |
| OFFICE SUPPLIES & EXP  | \$ 1,000.00             | \$ 12,000.00         | \$ 1,000.00              | \$ 12,000.00         | \$ 1,000.00                | \$ 12,000.00         | \$ 1,000.00                | \$ 12,000.00         | \$ 1,000.00                | \$ 12,000.00         | \$ 800.00                  | \$ 9,600.00          |
| OFFICERS/BO MEMBERS  | \$ 525.00               | \$ 6,300.00          | \$ 525.00                | \$ 6,300.00          | \$ 525.00                  | \$ 6,300.00          | \$ 525.00                  | \$ 6,300.00          | \$ 525.00                  | \$ 6,300.00          | \$ 525.00                  | \$ 6,300.00          |
| WAGES - OFC.   | \$ 5,000.00             | \$ 60,000.00         | \$ 5,000.00              | \$ 60,000.00         | \$ 5,000.00                | \$ 60,000.00         | \$ 5,000.00                | \$ 60,000.00         | \$ 5,000.00                | \$ 60,000.00         | \$ 4,500.00                | \$ 54,000.00         |
| WAGES - MAINTENANCE  | \$ 3,000.00             | \$ 36,000.00         | \$ 3,000.00              | \$ 36,000.00         | \$ 3,000.00                | \$ 36,000.00         | \$ 3,000.00                | \$ 36,000.00         | \$ 3,000.00                | \$ 36,000.00         | \$ 3,000.00                | \$ 36,000.00         |
| PHONE MONITOR  | \$ 275.00               | \$ 3,300.00          | \$ 275.00                | \$ 3,300.00          | \$ 275.00                  | \$ 3,300.00          | \$ 275.00                  | \$ 3,300.00          | \$ 275.00                  | \$ 3,300.00          | \$ 275.00                  | \$ 3,300.00          |
| REPAIRS & MAINT. - OFC.  | \$ 100.00               | \$ 1,200.00          | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ 100.00                  | \$ 1,200.00          | \$ 100.00                  | \$ 1,200.00          | \$ 150.00                  | \$ 1,800.00          |
| EMPLOYEE RETIREMENT  | \$ 850.00               | \$ 10,200.00         | \$ 850.00                | \$ 10,200.00         | \$ 850.00                  | \$ 10,200.00         | \$ 850.00                  | \$ 10,200.00         | \$ 850.00                  | \$ 10,200.00         | \$ 833.33                  | \$ 9,999.96          |
| ONS & OFFS LABOR   | \$ -                    | \$ -                 | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ 100.00                  | \$ 1,200.00          |
| SPECIAL ACCT'G-GRIFFITH  | \$ -                    | \$ -                 | \$ -                     | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ -                       | \$ -                 | \$ 150.00                  | \$ 1,800.00          |
| <b>TOTAL PAGE 1</b>  | <b>\$ 67,390.00</b>     | <b>\$ 808,680.00</b> | <b>\$ 67,477.34</b>      | <b>\$ 809,728.08</b> | <b>\$ 66,952.34</b>        | <b>\$ 803,428.08</b> | <b>\$ 66,925.00</b>        | <b>\$ 803,100.00</b> | <b>\$ 61,088.00</b>        | <b>\$ 733,056.00</b> | <b>\$ 60,051.33</b>        | <b>\$ 720,615.96</b> |

| ELKINS ROAD P S D<br>ANNUAL BUDGET<br>JULY 1, 2023 - JUNE 30, 2024 |                         |               |                          |               |                            |               |                            |               |                            |               |                            |               |
|--|-------------------------|---------------|--------------------------|---------------|----------------------------|---------------|----------------------------|---------------|----------------------------|---------------|----------------------------|---------------|
| EXPENSES CONT  | PROPOSED<br>2023 - 2024 |               | LAST YEAR<br>2022 - 2023 |               | 2 YEARS AGO<br>2021 - 2022 |               | 3 YEARS AGO<br>2020 - 2021 |               | 4 YEARS AGO<br>2019 - 2020 |               | 5 YEARS AGO<br>2018 - 2019 |               |
|  | MONTHLY                 | ANNUAL        | MONTHLY                  | ANNUAL        | MONTHLY                    | ANNUAL        | MONTHLY                    | ANNUAL        | MONTHLY                    | ANNUAL        | MONTHLY                    | ANNUAL        |
| PSC ASSESSMENT   | \$ 250.00               | \$ 3,000.00   | \$ 250.00                | \$ 3,000.00   | \$ 250.00                  | \$ 3,000.00   | \$ 200.00                  | \$ 2,400.00   | \$ 166.67                  | \$ 2,000.04   | \$ 166.67                  | \$ 2,000.00   |
| DUES & MEMBERSHIPS   | \$ 100.00               | \$ 1,200.00   | \$ 100.00                | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   |
| LICENSE  | \$ -                    | \$ -          | \$ -                     | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ 10.00                   | \$ 120.00     |
| PENALTIES  | \$ -                    | \$ -          | \$ -                     | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          |
| TAXES - PAYROLL  | \$ 860.00               | \$ 10,320.00  | \$ 860.00                | \$ 10,320.00  | \$ 860.00                  | \$ 10,320.00  | \$ 860.00                  | \$ 10,320.00  | \$ 860.00                  | \$ 10,320.00  | \$ 833.33                  | \$ 10,000.00  |
| PERMITS  | \$ 100.00               | \$ 1,200.00   | \$ 100.00                | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   |
| SCADA  | \$ 800.00               | \$ 9,600.00   | \$ 850.00                | \$ 6,600.00   | \$ 550.00                  | \$ 6,600.00   | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ 400.00                  | \$ 4,800.00   |
| SCADA MAINT.   | \$ 50.00                | \$ 600.00     | \$ -                     | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          |
| MISC - GENERAL   | \$ -                    | \$ -          | \$ -                     | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ 100.00                  | \$ 1,200.00   |
| TESTING WATER  | \$ 300.00               | \$ 3,600.00   | \$ 250.00                | \$ 3,000.00   | \$ 250.00                  | \$ 3,000.00   | \$ 200.00                  | \$ 2,400.00   | \$ 200.00                  | \$ 2,400.00   | \$ 240.00                  | \$ 2,880.00   |
| TRAVEL   | \$ 600.00               | \$ 7,200.00   | \$ 600.00                | \$ 7,200.00   | \$ 600.00                  | \$ 7,200.00   | \$ 900.00                  | \$ 10,800.00  | \$ 900.00                  | \$ 10,800.00  | \$ 950.00                  | \$ 11,400.00  |
| TRAVEL - ROOM  | \$ 210.00               | \$ 2,520.00   | \$ 100.00                | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 100.00                  | \$ 1,200.00   | \$ 166.67                  | \$ 2,000.00   |
| TRAVEL - MEALS   | \$ 35.00                | \$ 420.00     | \$ 35.00                 | \$ 420.00     | \$ 35.00                   | \$ 420.00     | \$ 35.00                   | \$ 420.00     | \$ 35.00                   | \$ 420.00     | \$ 50.00                   | \$ 600.00     |
| CELL PHONE   | \$ 125.00               | \$ 1,500.00   | \$ 110.00                | \$ 1,320.00   | \$ 110.00                  | \$ 1,320.00   | \$ 75.00                   | \$ 900.00     | \$ 75.00                   | \$ 900.00     | \$ 100.00                  | \$ 1,200.00   |
| OFFICE CLEANING  | \$ 120.00               | \$ 1,440.00   | \$ 120.00                | \$ 1,440.00   | \$ 120.00                  | \$ 1,440.00   | \$ 120.00                  | \$ 1,440.00   | \$ 120.00                  | \$ 1,440.00   | \$ 116.67                  | \$ 1,400.00   |
| INS. - VEHICLE   | \$ 100.00               | \$ 1,200.00   | \$ 80.00                 | \$ 960.00     | \$ 80.00                   | \$ 960.00     | \$ 80.00                   | \$ 960.00     | \$ 80.00                   | \$ 960.00     | \$ 80.00                   | \$ 960.00     |
| POSTAGE  | \$ 600.00               | \$ 7,200.00   | \$ 530.00                | \$ 6,960.00   | \$ 530.00                  | \$ 6,960.00   | \$ 500.00                  | \$ 6,000.00   | \$ 500.00                  | \$ 6,000.00   | \$ 600.00                  | \$ 7,200.00   |
| HANDHELD/BILLING SUPPORT   | \$ 800.00               | \$ 9,600.00   | \$ 800.00                | \$ 9,600.00   | \$ 800.00                  | \$ 9,600.00   | \$ 800.00                  | \$ 9,600.00   | \$ 800.00                  | \$ 9,600.00   | \$ 800.00                  | \$ 9,600.00   |
| BILLING/ONLINE   | \$ -                    | \$ -          | \$ 200.00                | \$ 2,400.00   | \$ 200.00                  | \$ 2,400.00   | \$ 200.00                  | \$ 2,400.00   | \$ 600.00                  | \$ 7,200.00   | \$ 300.00                  | \$ 3,600.00   |
| OUTSIDE INSPECTION SERV  | \$ 50.00                | \$ 600.00     | \$ -                     | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ -                       | \$ -          | \$ 100.00                  | \$ 1,200.00   |
| PHASE III  | \$ -                    | \$ -          | \$ -                     | \$ -          | \$ -                       | \$ -          | \$ 100.00                  | \$ 1,200.00   | \$ 300.00                  | \$ 3,600.00   | \$ 300.00                  | \$ 3,600.00   |
| REPAIRS/REPLACEMENT  | \$ 500.00               | \$ 6,000.00   | \$ 500.00                | \$ 6,000.00   | \$ 500.00                  | \$ 6,000.00   | \$ 500.00                  | \$ 6,000.00   | \$ 500.00                  | \$ 6,000.00   | \$ 800.00                  | \$ 9,600.00   |
| GENERATOR - MAINT.   | \$ 50.00                | \$ 600.00     | \$ 50.00                 | \$ 600.00     | \$ 50.00                   | \$ 600.00     |                            |               |                            |               |                            |               |
| GENERATOR - FUEL   | \$ 150.00               | \$ 1,800.00   | \$ 150.00                | \$ 1,800.00   | \$ 150.00                  | \$ 1,800.00   |                            |               |                            |               |                            |               |
| WEBSITE  | \$ 50.00                | \$ 600.00     | \$ 50.00                 | \$ 600.00     | \$ 50.00                   | \$ 600.00     |                            |               |                            |               |                            |               |
|  |                         |               | \$ 50.00                 | \$ 600.00     | \$ 50.00                   | \$ 600.00     |                            |               |                            |               |                            |               |
| TOTAL PG 2   | \$ 5,850.00             | \$ 70,200.00  | \$ 5,835.00              | \$ 66,420.00  | \$ 5,535.00                | \$ 66,420.00  | \$ 4,870.00                | \$ 58,440.00  | \$ 5,436.67                | \$ 65,240.04  | \$ 6,813.34                | \$ 81,760.00  |
| TOTAL PGS 1 & 2  | \$ 73,240.00            | \$ 878,980.00 | \$ 73,312.34             | \$ 876,148.08 | \$ 72,487.34               | \$ 869,848.08 | \$ 71,795.00               | \$ 861,540.00 | \$ 66,524.67               | \$ 798,296.04 | \$ 66,864.67               | \$ 802,376.00 |

ELKINS ROAD P.S.D.  
LONG TERM LIABILITIES FOR EACH MONTH  
JULY 1, 2023 - JUNE 30, 2024

PROPOSED  
2023 - 2024

PAYMENTS MADE MONTHLY - BUT NOT CONSIDERED AN EXPENSE

| LONG TERM LIABILITIES                                   | MONTHLY             | YEARLY               | MATURES |
|---|---------------------|----------------------|---------|
| LOAN # 2-IJDC/MB 1998 BOND                              | \$ 4,378.63         | \$ 52,543.56         | 2038    |
| LOAN # 3-RUS 2004 BOND                                  | \$ 2,295.00         | \$ 27,540.00         | 2044    |
| LOAN # 4-IJDC/MB 2004 BOND                              | \$ 3,295.88         | \$ 39,550.56         | 2040    |
| LOAN # 5 IJCD/MB 2020 BOND                              | \$18,541.00         | \$ 222,048.00        | 2051    |
| RESERVE FOR 2020 BOND                                   | \$1,851.00          | \$ 22,212.00         |         |
| TRUCK LOAN-FORD MOTOR                                   | \$ 583.00           | \$ 1,166.00          | 2023    |
| TRUCK LOAN-FUTURE                                       | \$ 850.00           | \$ 10,200.00         |         |
| ERPSD-R&R   | \$ 700.00           | \$ 8,400.00          |         |
| 98 R & R (2.5%)   | \$ 773.00           | \$ 9,276.00          |         |
| (A & t IS FOR Audit, Training<br>and PSC Annual Report) | \$ 500.00           | \$ 6,000.00          |         |
| CWCR ACCOUNT<br>(SB 234)                                | \$ 2,300.00         | \$ 27,600.00         |         |
| <b>TOTAL LIABILITIES</b>                                | <b>\$ 36,067.51</b> | <b>\$ 426,536.12</b> |         |

NOTE: FOR CWCR  
2.71% of Billing each month  
Approximately \$2000.00 monthly



**Dan's Mountain Wind Force, LLC**  
100 California Street, Floor 4  
San Francisco, CA 94111

clearwayenergygroup.com



**Clearway**

June 13, 2023

Tabatha R. Perry  
Upshur County Commission, Upshur County Administrative Annex  
91 West Main Street, Suite 101  
Buckhannon, WV 26201

**RE: Dan's Mountain Wind Farm - Electromagnetic Interference Analysis – Version III**

Dear EIA Recipient,

In November 2014, Dan's Mountain Wind Force, LLC ("Dan's Mountain"), then a wholly owned subsidiary of Laurel Renewable Partners ("Laurel"), submitted a zoning application for a wind farm proposed on Dan's Mountain, southeast of Frostburg Maryland. As part of this application, we prepared and distributed to tower owners and telecommunication and emergency service providers for comment an *Electromagnetic Interference Analysis* (EIA Version I) consistent with the requirements of Section 360-107 (C) of the Code of Allegany County. That application was later withdrawn.

On May 30, 2015, a subsequent Electromagnetic Interference Analysis (EIA Version II) was similarly distributed for a redesigned project. Unfortunately, permitting challenges and litigation delayed the project's development.

Following the eventual receipt of the necessary governmental approvals, Clearway Energy Group purchased the Dan's Mountain project from Laurel. Clearway plans to start construction by the end of 2023 and complete construction by the end of 2024. Laurel continues to assist in the advancement of the project.

Improvements in turbine technology over the previous eight years prompted the recent – and final - redesign of the project, and necessitated the development and circulation of this updated version of the EIA (Version III). In response to previous requests, and to reduce waste, EIA Version III is being made available electronically at the following link:

<https://laurelrenewable.com/downloads>

...or by following the QR code to the right.



You/your organization has been identified as a required recipient of the EIA. If you feel that this has reached you in error, please forward it to the appropriate individual(s) within your organization. If you have questions about the EIA, please feel free to reach out to me or our development partners at Laurel:

- Nick Benjamin, 415-265-7583, [Nick.Benjamin@clearwayenergy.com](mailto:Nick.Benjamin@clearwayenergy.com)
- Dave Friend, 724-832-1709, [dkfriend@laurelrenewable.com](mailto:dkfriend@laurelrenewable.com)
- Mike Friend, 724-953-9748, [mdfriend@laurelrenewable.com](mailto:mdfriend@laurelrenewable.com)

Formal comments, if any, are to be provided to the Allegany County Office of Land Development Services, 701 Kelly Road, Cumberland, Maryland 21502-2803 with a copy to Dave Friend, Laurel Renewable Partners, LLC, 645 E Pittsburgh St # 356, Greensburg PA 15601 no later than 90 days from the date of this mailing.

Thank you for your attention to this matter.

Sincerely,



Nick Benjamin  
Senior Director, Development

|   |  |
|---|--|
| <b>Victim of Crime Act (VOCA) Victim Assistance Grant Program Application</b> | <b>General Administrative Information<br/>Page 1</b> |
|---|--|

|                          |  |  |
|--------------------------|--|--|
| <b>Applicant Agency:</b> | Upshur County Commission                         | <b>Type of Agency</b>                      |
| <b>Address:</b>          | 91 W. Main St. Suite 101<br>Buckhannon, WV 26201 | <input type="checkbox"/> State             |
| <b>Phone:</b>            | 304-472-0535                                     | <input checked="" type="checkbox"/> County |
| <b>Fax Number:</b>       | 304-473-2399                                     | <input type="checkbox"/> Municipal         |
|                          |  | <input type="checkbox"/> Non-Profit        |

|                                 |  |                               |   |
|---------------------------------|--|-------------------------------|---|
| <b><u>Project Director:</u></b> | Bryan S. Hinkle                                  | <b><u>Fiscal Officer:</u></b> | Tabatha Perry                                       |
| <b>Address:</b>                 | 38 W. Main St., Room 202<br>Buckhannon, WV 26201 | <b>Address:</b>               | 91 W. Main St.<br>Suite 101<br>Buckhannon, WV 26201 |
| <b>Phone:</b>                   | 304-472-9699                                     | <b>Phone:</b>                 | 304-472-0535  |
| <b>Fax:</b>                     | 304-472-1452                                     | <b>Fax:</b>                   | 304-473-2399  |
| <b>Email:</b>                   | bshinkle@upshurcounty.org                        | <b>Email:</b>                 | tperry@upshurcounty.org                             |

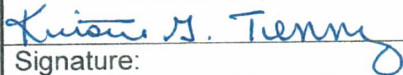
Amount Requested: **\$38,595.00** Amount Awarded:  
 Project Period: **October 1, 2023 – September 30, 2024**

|                                      |  |                         |
|--------------------------------------|--|-------------------------|
| Percent Breakdown by Crime Category: | Number of years previously funded: <u>25</u>           | Geographic Area Served: |
| 42% Domestic Violence                |  | County(ies): Upshur     |
| 5% Sexual Assault                    | Estimated number of victims to be served by grant: 245 | Population: 23,712      |
| 23% Child Abuse                      |  | Rural/Urban: Rural      |
| 30% Underserved Pop.                 |  |                         |

Project Title: **Victim Services Division, Upshur County Prosecuting Attorney's Office**

Project Description: The program will serve crime victims in Upshur County by utilizing any resources needed to keep victims best informed of options and programs available to them throughout their case. Services provided will include but are not limited to: notification of criminal charges, personal safety planning, court accompaniment, assistance in applying for Crime Victims Compensation Fund, court notifications, notification of change in case status, assistance obtaining restitution, and referrals to other victim centered agencies if needed.

*Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances if funding is provided.*

|   |  |
|---|--|
| <b>Authorized Official:</b> Kristie G. Tenney   | <b>Title:</b> President                  |
| <b>Address:</b> 91 W. Main St. Suite 101<br>Buckhannon, WV 26201                                      | <b>Phone:</b> 304-472-0535               |
|   | <b>Fax:</b> 304-473-2399                 |
|   | <b>E-Mail:</b> kgtenney@upshurcounty.org |
| <b>Signature:</b>  | <b>Date:</b> 6-15-23                     |





## Upshur County Sheriff's Financial Statement

For Period Ending : May 31, 2023

| FUND NAME   | BEGINNING<br>BALANCE    | CURRENT MONTH<br>COLLECTIONS | ORDERS<br>ISSUED         | BALANCE<br>PER BOOKS    |
|---|-------------------------|------------------------------|--------------------------|-------------------------|
| FUND - 001 GENERAL COUNTY FUND                    | \$ 1,300,376.51         | \$ 782,261.19                | \$ (697,145.33)          | \$ 1,385,492.37         |
| FUND - 002 COAL SEVERANCE TAX FUND                | \$ 112,674.79           | \$ 9.12                      | \$ -                     | \$ 112,683.91           |
| FUND - 003 DOG AND KENNEL FUND                    | \$ 100,807.56           | \$ 53,406.50                 | \$ (10,322.08)           | \$ 143,891.98           |
| FUND - 004 GENERAL SCHOOL FUND                    | \$ 22,350.43            | \$ 3,195.82                  | \$ -                     | \$ 25,546.25            |
| FUND - 005 MAGISTRATE COURT FUND                  | \$ 14,616.29            | \$ 1,358.68                  | \$ -                     | \$ 15,974.97            |
| FUND - 006 WORTHLESS CHECK FUND                   | \$ 121,348.25           | \$ 116.47                    | \$ -                     | \$ 121,464.72           |
| FUND - 007 E-911 FUND                             | \$ 1,403,451.76         | \$ 231,139.81                | \$ (220,227.68)          | \$ 1,414,363.89         |
| FUND - 008 HOME CONFINEMENT FUND                  | \$ 33,414.77            | \$ 9,784.45                  | \$ (2,826.34)            | \$ 40,372.88            |
| FUND - 013 CURRY PARK FUND                        | \$ 138,989.01           | \$ 248.08                    | \$ (9,627.57)            | \$ 129,609.52           |
| FUND - 015 CURRY LIBRARY FUND                     | \$ 18,210.34            | \$ 170.68                    | \$ (977.50)              | \$ 17,403.52            |
| FUND - 018 AIRPORT CONSTRUCTION FUND              | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 019 UPSHUR COUNTY FIRE FEE FUND            | \$ 4,741.82             | \$ 2,130.71                  | \$ -                     | \$ 6,872.53             |
| FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND      | \$ 44,556.65            | \$ 9,169.98                  | \$ (17,461.23)           | \$ 36,265.40            |
| FUND - 039 COAL REALLOCATION FUND                 | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 052 EMPLOYEE BENEFITS FUND                 | \$ 1,253,623.26         | \$ 46.67                     | \$ (1,975.00)            | \$ 1,251,694.93         |
| FUND - 056 ASSESSOR'S VALUATION FUND              | \$ 338,104.67           | \$ 5,981.17                  | \$ (51,405.52)           | \$ 292,680.32           |
| FUND - 058 UP.CO.FIN.STBL.FUND                    | \$ 1,635,669.59         | \$ 525.53                    | \$ -                     | \$ 1,636,195.12         |
| FUND - 059 CONCEALED WEAPONS FUND                 | \$ 32,632.54            | \$ 479.68                    | \$ (4,375.19)            | \$ 28,737.03            |
| FUND - 063 VOTER'S REGISTRATION FUND              | \$ 1,259.28             | \$ 27.03                     | \$ -                     | \$ 1,286.31             |
| FUND - 071 JURY FUND                              | \$ 10,853.60            | \$ 4,346.76                  | \$ (1,084.43)            | \$ 14,115.93            |
| FUND - 073 SPECIAL LAW ENFRMNT INVESTIGATION FUND | \$ 2,490.14             | \$ 0.34                      | \$ -                     | \$ 2,490.48             |
| FUND - 078 CHILD EXCHANGE & VISITATION FUND       | \$ 53,314.67            | \$ 13,000.00                 | \$ (8,792.59)            | \$ 57,522.08            |
| FUND - 079 SPAYING & NEUTERING FUND               | \$ 51,272.14            | \$ 1,120.00                  | \$ (3,149.43)            | \$ 49,242.71            |
| FUND - 080 COMM. CORR. FUND                       | \$ 1,756,199.18         | \$ 188,094.46                | \$ (253,432.43)          | \$ 1,690,861.21         |
| FUND - 102 AIRPORT IMP. PROJECT FUND              | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 104 ELKINS ROAD PSD FUND                   | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND     | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND    | \$ 4,760.00             | \$ -                         | \$ -                     | \$ 4,760.00             |
| FUND - 248 IND. PARK SEWER FUND                   | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 311 DMV LICENSE FUND                       | \$ -                    | \$ 57,041.00                 | \$ (57,041.00)           | \$ -                    |
| FUND - 312 CRIMINAL CHARGES FUND                  | \$ 45.00                | \$ 543.00                    | \$ (543.00)              | \$ 45.00                |
| FUND - 313 COURT REPORTER FUND                    | \$ -                    | \$ 75.00                     | \$ (75.00)               | \$ -                    |
| FUND - 314 STATE FINES FUND                       | \$ -                    | \$ 1,000.00                  | \$ (1,000.00)            | \$ -                    |
| FUND - 315 STATE POLICE FUND                      | \$ 5.00                 | \$ 765.00                    | \$ (765.00)              | \$ 5.00                 |
| FUND - 316 STATE CURRENT FUND                     | \$ -                    | \$ 1,607.15                  | \$ (1,607.15)            | \$ -                    |
| FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 364 TAX LIEN FUND                          | \$ 153,876.76           | \$ 2,885.26                  | \$ (7,167.37)            | \$ 149,594.65           |
| FUND - 365 DELQ & NONENT LAND                     | \$ 100.00               | \$ -                         | \$ -                     | \$ 100.00               |
| FUND - 366 BOARD OF HEALTH FUND                   | \$ 159,771.13           | \$ 11,311.15                 | \$ (53,410.57)           | \$ 117,671.71           |
| FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND    | \$ 762.50               | \$ 572.50                    | \$ (762.50)              | \$ 572.50               |
| FUND - 373 SCHOOL CURRENT FUND                    | \$ -                    | \$ 139,958.08                | \$ (139,958.08)          | \$ -                    |
| FUND - 374 SCHOOL EXCESS LEVY FUND                | \$ -                    | \$ 70,916.70                 | \$ (70,916.70)           | \$ -                    |
| FUND - 375 SCHOOL BOND FUND                       | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 378 CITY CURRENT FUND                      | \$ -                    | \$ 20,829.45                 | \$ (20,829.45)           | \$ -                    |
| FUND - 379 CITY VOTED LIBRARY FUND                | \$ -                    | \$ 2,499.49                  | \$ (2,499.49)            | \$ -                    |
| FUND - 206 COVID 19 FUND                          | \$ -                    | \$ -                         | \$ -                     | \$ -                    |
| FUND - 207 AMERICAN RECOVERY FUND                 | \$ 2,949,136.97         | \$ 399.95                    | \$ -                     | \$ 2,949,536.92         |
| FUND - 361 CERTIFIED TO THE STATE OF WV           | \$ 423,816.04           | \$ -                         | \$ -                     | \$ 423,816.04           |
| <b>FINAL TOTALS</b>                               | <b>\$ 12,143,230.65</b> | <b>\$ 1,617,016.86</b>       | <b>\$ (1,639,377.63)</b> | <b>\$ 12,120,869.88</b> |
| BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:   | \$ 12,333,658.84        | \$ -                         | \$ -                     | \$ -                    |
| ORDERS/DEBITS OUTSTANDING:                        | \$ (557,455.84)         |                              |                          |                         |
| DEPOSITS/CREDITS OUTSTANDING:                     | \$ 342,916.88           |                              |                          |                         |
| NET BANK BALANCE                                  | \$ 12,119,119.88        |                              |                          |                         |
| PETTY CASH / CASH DRAWERS                         | \$ 1,750.00             |                              |                          |                         |
| CASH SPECIAL INVESTIGATION FUND                   | \$ -                    |                              |                          |                         |
| ADJUSTMENT  | \$ -                    |                              |                          |                         |
| TOTAL IN COUNTY DEPOSITORIES AND OFFICE:          | \$ 12,120,869.88        |                              |                          |                         |

I, J. Michael Coffman, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

J. Michael Coffman  
J. Michael Coffman  
Sheriff & Treasurer, Upshur County

6/26/2023





## Upshur County Sheriff's Financial Statement

For Period Ending: **May 31, 2023**

### Bank Balance Listing

| BANK NAME                             | ACCOUNT NAME                           | BANK BALANCE            | OUTSTANDING CHECKS/DEBITS | OUTSTANDING DEPOSITS/CREDITS | BOOK BALANCE            |
|---------------------------------------|--|-------------------------|---------------------------|------------------------------|-------------------------|
| <b>CITIZENS BANK OF WEST VIRGINIA</b> |  |                         |                           |                              |                         |
|                                       | GENERAL COUNTY FUND - IBCK             | \$ 1,129,184.64         | \$ -                      | \$ 121,772.72                | \$ 1,250,957.36         |
|                                       | COAL SEVERANCE - IBCK                  | \$ 62,683.91            | \$ -                      | \$ -                         | \$ 62,683.91            |
|                                       | E 911 - IBCK                           | \$ 914,463.64           | \$ (99.75)                | \$ -                         | \$ 914,363.89           |
|                                       | CURRY PARK - IBCK                      | \$ 129,609.52           | \$ -                      | \$ -                         | \$ 129,609.52           |
|                                       | CURRY LIBRARY - IBCK                   | \$ 17,403.52            | \$ -                      | \$ -                         | \$ 17,403.52            |
|                                       | ASSESSOR'S VALUATION - IBCK            | \$ 287,542.16           | \$ (300.00)               | \$ 5,438.16                  | \$ 292,680.32           |
|                                       | UP. CO. FIN. STAB. FUND - IBCK         | \$ 636,195.12           | \$ -                      | \$ -                         | \$ 636,195.12           |
|                                       | CONCEALED WEAPONS - IBCK               | \$ 29,410.03            | \$ (743.00)               | \$ 70.00                     | \$ 28,737.03            |
|                                       | GENERAL TAX - IBCK                     | \$ 231,460.76           | \$ (347,353.32)           | \$ 115,892.56                | \$ -                    |
|                                       | BOARD OF HEALTH FUND - IBCK            | \$ 104,249.98           | \$ (398.23)               | \$ 3,937.00                  | \$ 107,788.75           |
|                                       | OASIS CLEARING - CKNG                  | \$ -                    | \$ -                      | \$ -                         | \$ -                    |
|                                       | UPSHUR CO. FIRE FEE - IBCK             | \$ 6,120.25             | \$ (30.00)                | \$ 782.28                    | \$ 6,872.53             |
|                                       | UP CO COAL REALLOCATION - IBCK         | \$ -                    | \$ -                      | \$ -                         | \$ -                    |
|                                       | EMPLOYEE BENEFITS - IBCK               | \$ 251,694.93           | \$ -                      | \$ -                         | \$ 251,694.93           |
|                                       | SP LAW ENF INVESTIGATION - IBCK        | \$ 2,490.48             | \$ -                      | \$ -                         | \$ 2,490.48             |
|                                       | COMMUNITY CORRECTIONS - IBCK           | \$ 1,108,436.21         | \$ -                      | \$ 82,425.00                 | \$ 1,190,861.21         |
|                                       | PARKS/REC CLEARING - CKNG              | \$ 9,590.57             | \$ (9,590.57)             | \$ -                         | \$ -                    |
|                                       | ADDRESSING/MAPPING CLEARING            | \$ 150.00               | \$ (150.00)               | \$ -                         | \$ -                    |
|                                       | TAX CLEARING - CKNG                    | \$ 88,869.43            | \$ (96,550.74)            | \$ 7,681.31                  | \$ -                    |
|                                       | BOARD OF HEALTH PAYROLL - CKNG         | \$ 7,809.61             | \$ (2,809.61)             | \$ -                         | \$ 5,000.00             |
|                                       | GENERAL COUNTY OPERATING - CKNG        | \$ 151,877.74           | \$ (19,114.08)            | \$ 21.35                     | \$ 132,785.01           |
|                                       | DOG & KENNEL - CKNG                    | \$ 144,012.21           | \$ (120.23)               | \$ -                         | \$ 143,891.98           |
|                                       | GENERAL COUNTY MISC -CKNG              | \$ 41,542.84            | \$ (21.62)                | \$ -                         | \$ 41,521.22            |
|                                       | WORTHLESS CHECK - IBCK                 | \$ 121,464.72           | \$ -                      | \$ -                         | \$ 121,464.72           |
|                                       | HOME CONFINEMENT - IBCK                | \$ 40,372.88            | \$ -                      | \$ -                         | \$ 40,372.88            |
|                                       | FE HEALTH CARE REIMB - IBCK            | \$ 36,864.95            | \$ (599.55)               | \$ -                         | \$ 36,265.40            |
|                                       | VOTER'S REGISTRATION - IBCK            | \$ 1,286.31             | \$ -                      | \$ -                         | \$ 1,286.31             |
|                                       | JURY - CKNG                            | \$ 15,371.71            | \$ (1,255.78)             | \$ -                         | \$ 14,115.93            |
|                                       | CHILD EXCHG & VISITATION - CKNG        | \$ 57,522.08            | \$ -                      | \$ -                         | \$ 57,522.08            |
|                                       | SPAY & NEUTER - CKNG                   | \$ 49,736.71            | \$ (740.00)               | \$ 246.00                    | \$ 49,242.71            |
|                                       | ELKINS ROAD PSD - CKNG                 | \$ -                    | \$ -                      | \$ -                         | \$ -                    |
|                                       | AMERICAN RECOVERY FUND - IBCK          | \$ 2,949,536.92         | \$ -                      | \$ -                         | \$ 2,949,536.92         |
|                                       | WELLNESS COMPLEX - CKNG                | \$ 4,760.00             | \$ -                      | \$ -                         | \$ 4,760.00             |
|                                       | DMV LICENSE - CKNG                     | \$ 52,552.50            | \$ (57,041.00)            | \$ 4,488.50                  | \$ -                    |
|                                       | STATE CLEARING - CKNG                  | \$ 45.00                | \$ -                      | \$ -                         | \$ 45.00                |
|                                       | STATE POLICE - CKNG                    | \$ 790.00               | \$ (795.00)               | \$ 10.00                     | \$ 5.00                 |
|                                       | TAX LEIN - CKNG                        | \$ 156,762.02           | \$ (7,167.37)             | \$ -                         | \$ 149,594.65           |
|                                       | DELQ & NON-ENTERED LAND - CKNG         | \$ 100.00               | \$ -                      | \$ -                         | \$ 100.00               |
|                                       | BOARD OF HEALTH OPERATING - CKNG       | \$ 17,458.95            | \$ (12,575.99)            | \$ -                         | \$ 4,882.96             |
|                                       | WVD5RF - CKNG                          | \$ 420.50               | \$ -                      | \$ 152.00                    | \$ 572.50               |
|                                       | CERTIFIED TO THE STATE OF WV           | \$ 423,816.04           | \$ -                      | \$ -                         | \$ 423,816.04           |
|                                       | COAL SEVERANCE CD1                     | \$ 50,000.00            | \$ -                      | \$ -                         | \$ 50,000.00            |
|                                       | COMMUNITY CORRECTIONS CD1              | \$ 500,000.00           | \$ -                      | \$ -                         | \$ 500,000.00           |
|                                       | E911 CD1                               | \$ 250,000.00           | \$ -                      | \$ -                         | \$ 250,000.00           |
|                                       | E911 CD2                               | \$ 250,000.00           | \$ -                      | \$ -                         | \$ 250,000.00           |
|                                       | EMPLOYEE BENEFIT CD1                   | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | EMPLOYEE BENEFIT CD2                   | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | EMPLOYEE BENEFIT CD3                   | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | EMPLOYEE BENEFIT CD5                   | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | EMPLOYEE BENEFIT CD5                   | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | EMPLOYEE BENEFIT CD6                   | \$ 250,000.00           | \$ -                      | \$ -                         | \$ 250,000.00           |
|                                       | EMPLOYEE BENEFIT CD7                   | \$ 250,000.00           | \$ -                      | \$ -                         | \$ 250,000.00           |
|                                       | UP CO FIN STAB CD1                     | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | UP CO FIN STAB CD2                     | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | UP CO FIN STAB CD3                     | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | UP CO FIN STAB CD4                     | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | UP CO FIN STAB CD5                     | \$ 100,000.00           | \$ -                      | \$ -                         | \$ 100,000.00           |
|                                       | UP CO FIN STAB CD6                     | \$ 250,000.00           | \$ -                      | \$ -                         | \$ 250,000.00           |
|                                       | UP CO FIN STAB CD7                     | \$ 250,000.00           | \$ -                      | \$ -                         | \$ 250,000.00           |
|                                       | <b>BANK TOTAL</b>                      | <b>\$ 12,333,658.84</b> | <b>\$ (557,455.84)</b>    | <b>\$ 342,916.88</b>         | <b>\$ 12,119,119.88</b> |
| <b>SUMMARY:</b>                       |  |                         |                           |                              |                         |
|                                       | <b>TOTAL ALL BANKS</b>                 | <b>\$ 12,333,658.84</b> | <b>\$ (557,455.84)</b>    | <b>\$ 342,916.88</b>         | <b>\$ 12,119,119.88</b> |
|                                       | <b>PETTY CASH / CASH DRAWERS</b>       |                         |                           |                              | <b>\$ 1,750.00</b>      |
|                                       | <b>CASH SPECIAL INVESTIGATION FUND</b> |                         |                           |                              | <b>\$ -</b>             |
|                                       | <b>GRAND TOTAL</b>                     |                         |                           |                              | <b>\$ 12,120,869.88</b> |

## MONTHLY MILEAGE LOG

MONTH / YEAR: May 2023

[illegible]

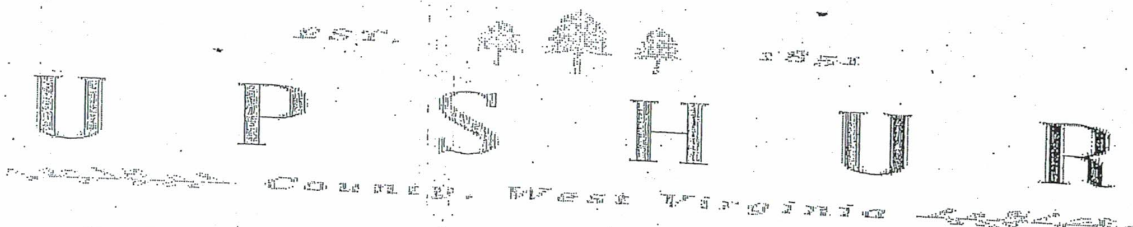
# MONTHLY MILEAGE LOG

MONTHLY MIL  
Comm Corrections

MONTH / YEAR: May 2023

[illegible]





# UPSHUR COUNTY COMMISSION

# MONTHLY MILEAGE LOG

DEPARTMENT:

MONTHLY MI  
Comm Corrections

MONTH / YEAR:

May 2023

[illegible]





## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: May 2023

| Employee     | Vehicle Description | VIN               | Start Mileage | End Mileage | Total Mileage | Fuel (Gal.) |
|--------------|---------------------|-------------------|---------------|-------------|---------------|-------------|
| Mike Francis | F250 Ford Truck     | 1FTSX21598EB86131 | 103,498       | 103,503     | 5             |             |
|              |                     |                   |               |             | 0             |             |
|              |                     |                   |               |             | 0             |             |
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|              |                     |                   |               |             | 0             |             |
| Total Miles  |                     |                   |               |             | 5             |             |



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year May-23

| Employee     | Vehicle Description | VIN             | Start Mileage | End Mileage | Total Mileage | Fuel (Gal.) |
|--------------|---------------------|-----------------|---------------|-------------|---------------|-------------|
| Steve Wykoff | 2019 Chevy 2500     | 2GC2KREG1121064 | 11603         | 11772       | 169           | 13.59       |
|              |                     |                 |               |             |               |             |
|              |                     |                 |               |             |               |             |
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|              |                     |                 |               |             |               |             |
|              |                     |                 |               |             |               |             |
|              |                     |                 | GRAND TOTALS  |             | 169           | 13.59       |

# UPSHUR

County, West Virginia

## UPSHUR COUNTY COMMISSION MONTHLY MILEAGE LOG

DEPARTMENT: MaintenanceMONTH / YEAR: May 2023

| Employee     | Vehicle Description | VIN          | Start Mileage | End Mileage | Total Mileage | Fuel (Gal.) |
|--------------|---------------------|--------------|---------------|-------------|---------------|-------------|
| Greg Harris  | 2020 F-250          | 1FT7XZB83LEE | 19,262        | 19,883      | 621           | 23.02       |
| Eric Poling  |                     | 84I72        |               |             | 0             | 23.78       |
| Chuck Suder  |                     |              |               |             | 0             | 23.33       |
| Hayden Smith |                     |              |               |             | 0             |             |
|              |                     |              |               |             | 0             |             |
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| GRAND TOTALS |                     |              |               |             | 621           | 79.13       |

# UPSHUR

COUNTY, West Virginia

## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: MAY 2023

| Employee     | Vehicle Description | VIN           | Start Mileage | End Mileage | Total Mileage | Fuel (Gal.) |
|--------------|---------------------|---------------|---------------|-------------|---------------|-------------|
| GREG HARRIS  | 2019 F-250          | 1FDBF2B69KEC8 | 15711         | 15934       | 223           | 0 18.6      |
| ERIC POLING  |                     | 1902          |               |             |               | 0 20.3      |
| CHUCK SUTHER |                     |               |               |             |               | 0           |
| HAYDEN SMITH |                     |               |               |             |               | 0           |
|              |                     |               |               |             |               | 0           |
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|              |                     |               |               |             |               | 0           |
| GRAND TOTALS |                     |               |               |             | 223           | 0 38.9      |



DEPARTMENT: Maintenance

| Employee     | Vehicle Description | VIN           | Start Mileage | End Mileage | Total Mileage | Fuel (Gal.)        |
|--------------|---------------------|---------------|---------------|-------------|---------------|--------------------|
| GREG HARRIS  | 2008 Toyota Tundra  | 5TBBV54188551 | 77603         | 98032       | 429           | 0                  |
| ERIC Poling  |                     | 4917          |               |             |               | 0                  |
| Chuck Suder  |                     |               |               |             |               | 0                  |
| Hayden Smith |                     |               |               |             |               | 0 15.84            |
|              |                     |               |               |             |               | 0 <del>15.84</del> |
|              |                     |               |               |             |               | 0 15.89            |
|              |                     |               |               |             |               | 0                  |
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|              |                     |               |               |             |               | 0                  |
|              |                     |               |               |             |               | 0                  |
|              |                     |               | GRAND TOTALS  |             | 429           | 0 31.73            |

**DEPARTMENT:** Parks and Rec

MONTH / YEAR: May 2023

[illegible]

May-23

## UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

[illegible]



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: May 2023

| Employee          | Vehicle Description | VIN              | Start Mileage | End Mileage | Total Mileage | Fuel (Gal.) |
|-------------------|---------------------|------------------|---------------|-------------|---------------|-------------|
| Doyle Cutright II | 2021 Ford Explorer  | 1FMSK8BH4MGC9760 | 11390         | 12898       | 1508          | 14.2        |
|                   |                     |                  |               |             | 0             |             |
|                   |                     |                  |               |             | 0             |             |
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|                   |                     |                  |               |             | 0             |             |
|                   |                     |                  |               |             | 0             |             |
|                   |                     |                  | GRAND TOTALS  |             | 1508          | 14.2        |



**Upshur County Parks & Trails Monthly Meeting Agenda**

Tuesday, 20 June 2023 5:30pm- Upshur County Recreational Park

- Call to Order
- Approval of minutes from May meeting
- Financial Report
- Trails update/approval/action or discussion on any needed expenses
- Park and Recreation Director Report
- New business
- Public Comment
- Next Meeting
  - 7/18/2023
- Adjourn

**Upshur County Family Resource Network  
General Membership Meeting (via Zoom)  
May 8, 2023  
Meeting Minutes**

**Board Members present:** Addie Helmick, Tonya Kittle, Jodi McQuillan, and Dr. Joseph Reed.

**Board Members not present:** Debora Brockleman, Heather Grogg, Amanda Hayes, Matt Kerner, Cathy Norko, Beth Rogers, Kristie Tenney, and Eddie Vincent.

**Staff:** Lori Ulderich Harvey and Ginny Dixon

**Community Members present:** Taylor Daugherty (Aetna), Jeremy Dixon (WVU CED), Rita McCrobie (WV AG's office), Wendy Niceler (The Health Plan), Ann Powroznik (Mountaineer Challenge Academy), Emma Rexroad (UniCare), and Crystal Roberts (Mountain Heart).

**Introduction & opening prayer:** Introductions were made in the chat box. Dr. Reed offered our opening prayer.

**Updates from Director:** Lori shared that the baby shower on April 20<sup>th</sup>, held at Chapel Hill UMC, was a little tight on space but went very well. We are setting up the schedule for Family Socials. Our next one may be a take home, an evening Zoom, or something like that. We need to recruit for participants in the Healthy Grandfamilies program. The first summer session is scheduled for June 8<sup>th</sup>. Lori reminded us to not forget our potluck lunch/meeting on June 12<sup>th</sup>. She also reported that she participated in a Lean On Me program training the week before last; the emphasis was on being proactive before reporting suspected abuse to CPS.

**Guest speaker: Jeremy Dixon.** Jeremy is the TBI Outreach Coordinator with WVU's Center for Excellence in Disabilities, which is part of a national network. He began by explaining that the adult brain weighs approximately 3 pounds, is 60% fat, and uses 20% of the body's blood and oxygen. With the use of power point, Jeremy provided us with an overview of Traumatic Brain Injury (TBI), different types of TBI, statistics, severity levels, causes, risk factors, how substance abuse plays a part in TBI, and other related issues. He emphasized that the TBI program is free of charge to current WV residents who provide medical documentation of TBI to the intake coordinator. TBI partners with DRS (WV Division of Rehabilitation Services). Jeremy's contact information is: phone 304-288-7131; email: [jeremy.dixon@hsc.wvu.edu](mailto:jeremy.dixon@hsc.wvu.edu). Lori invited Jeremy to participate in the Children's Festival to be held Saturday, September 16<sup>th</sup> this year at Stockert Youth & Community Center, and invited him to send the UCFRN anything he would like us to send to our email list.


**Information Sharing:**

- **Lori Ulderich Harvey** shared with us more information about the WVWC *service scholar* who has started working with the UCFRN. During the semesters,


Elisha Taylor will be providing about 6 hours a week. She is an MBA student, which is a five year program, meaning that we may have her for 4 more years. Her major is Business and Communication. Lori also shared that the Board has agreed to hold *quarterly in-person meetings* (March, June, September, and December), with other meetings via Zoom (except for months when we don't meet: July and either October or November).

**Next meeting: Monday, June 12<sup>th</sup> at 12:00 noon, picnic potluck. UCFRN will provide the flatware, plates, and main course. We will need drinks and food.**

Respectfully submitted,

  
\_\_\_\_\_  
Ginny Dixon, Administrative Assistant  
UCFRN

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member

**Buckhannon-Upshur Chamber of Commerce  
Meeting Minutes  
May 10, 2023**

Welcome- meeting was held in the 1<sup>st</sup> floor conference room of the UCDA.

Motion to approve minutes made by Dr. Reed and 2<sup>nd</sup> by Carrie Wallace.

All in favor and motion was approved.

Treasurer's Report- Financial report was emailed to all members prior to the meeting for review. Balance as of 4/28/.2023- Checking \$28,186.13 Money Market \$5,039.69; CD \$20,000.

**Old Business-**

- Pool Banners to be hung at the Recreation Park prior to opening. New banners can still be purchased

**New Business-**

- WV Day Birthday Bash & Bartender Battle- June 20<sup>th</sup> from 6-9pm at the Opera House.

Reports from Collaborative Organizations and Standing Committees:

**West Virginia Strawberry Festival** – Ready to go! Change in schedule – horse and carriage will be combined with the Junior Royalty Parade. Hope for good weather.

**Upshur County Development Authority** –

**Southern Upshur Business Association (SUBA)** – May 24<sup>th</sup> organized clean up Fiddlers Mill. Have volunteer to staff it one day a week.

**Upshur County Convention and Visitor's Bureau (CVB)** – Working on all things Strawberry related!

**Create Buckhannon** –

**City of Buckhannon-** Madison Street is ready for the carnival. Street department is working 7 days a week. 3 new police officers and 1 new fire fighter.

**County Commission** – 911 Center is busy with security for the Strawberry Festival. New exterior doors will be installed at the courthouse.

**Mountain CAP of WV-** No report.

**WVWC-** Congrats to all 2023 graduates! Upcoming pageant, Methodist Conference and Try This Conference.

**St. Joseph's Hospital-** Starting robotics this summer.

**Rotary** – Upcoming blood screenings later this month.

**Community Care-** Relay for Life and WVSF Board members will be using the Moose lot during Strawberry Festival.

**BBQ Bash-** no report

**Region VII-**

Guest Speaker- WAMSB- Randy Sanders provided update on the upcoming event.

Announcements

Adjourn



## Upshur County Fire Board Meeting May 16, 2023

Members Present: Joseph Gower, Larry Alkire, Donna Matthews, Sidney Huffman, Steven Linger, and Kristie Tenney

Members Absent: Rick Harlow

Others Present: Bruce Tomblyn, Tyvonne Gibson, and Amana Watson, Guests; and Toni Newman-Fire Fee Clerk

The meeting was called to order by Chairman Joe Gower at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from April, 2023, were approved on motion by Larry Alkire and second by Steve Linger.

The Fire Fee Clerk reported the 2022 Fire Fees are at 92 percent collected. Steven Linger's request to remain on the Fire Board for another term was approved by the County Commission in March.

The Fire Fee clerk provided an update from the Fire Chief's and Fire Association meetings: there is a need to increase the fee and that the current fees of \$5.00, \$25.00, and \$50.00 need to be doubled. Tyvonne and Amanda presented an informational letter to the Board to outline the changes and to indicate they would be pursuing the increase by means of education to the public and collection of the required signatures to implement a new fee. The County Clerk advised via email that a total of 1,411 signatures of registered voters of Upshur County will be required. The County Clerk also advised she is waiting on an answer from the Secretary of State regarding the certifications needed to collect signatures.

The checking account balance as of 4/28/2023 was \$89,045.31. The disbursement from the Chief Tax Deputy was \$4,641.82, for the month of April.

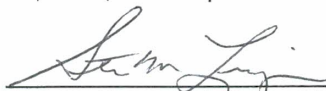
The following invoices were reviewed and approved upon motion by Steve Linger and second by Donna Matthews:

- \*Software Systems---monthly maintenance---Invoice # 37342---\$237.00
- \*Upshur County Commission---reimbursement---payroll---January-March---\$6350.94
- \*WVCoRP---Insurance 2023---\$1,462.00

On motion by Larry Alkire and second by Donna Matthews, the Board approved a final disbursement of 2022 Fire Fee Funds of \$4,000.00 each for the Volunteer Fire Departments (VFDs), to be distributed at the next meeting of the Board in June. Ellamore VFD will receive a reduced disbursement in the amount of \$3,000.00 with the remaining \$1,000.00 retained as the second payment on the emergency fund loan.

The Board approved 13 Corrective Tickets on motion by Donna Matthews and second by Larry Alkire.

There being no further business, the meeting adjourned. The next meeting of the Board will be Tuesday, June 20, 2023, at the Upshur County Administrative Annex.



Joseph Gower, Chairman, Upshur County Fire Board



Donna Matthews  
Board Member

**Wes-Mon-Ty RC&D Board of Directors**  
**May 23, 2023 - 10:00 a.m.**  
**Farm Bureau Office**  
**Minutes**

**Attending:** Jim Foster, Bill Coffindaffer, Andrew Price, James B. Nestor Sr., Jane Cain, Joe Shaffer, Barbara Foster, Donnie Tenney, Mateal Poling, Ed Utterback

Meeting called to order at 10:00 a.m. by President Donnie Tenney

**Pledge:** Jim Foster

**Agenda:** Joe Shaffer moved to approve today's agenda. Motion seconded by Jane Cain. Motion carried.

**Devotions:** Jane Cain

**Minutes:** Joe Shaffer moved to approve the April 18, 2023, minutes. Motion seconded by Jim Nestor. Motion carried.

**Treasurer's Report:** Bill Coffindaffer moved to accept & file report for audit. Motion seconded by Jim Nestor. Motion carried.

**Business:**

- Hybrid Chestnut Trees: Now available at local vendors.
- Blue Bird/Mason Bee Project: Taylor County Vo Tech will make more this fall.
- Biochar Project: Tygart Valley CD Grant provides kilns to five schools.

**Grant Projects:**

**FY 23:** Four contracts not signed

- Special-Pollinator/Honeybee NUCS: Three more receipts have been received.

**New Business:**

- Jim Foster needs information to see the \$100.00 for grant writing.

The next meeting will be held on June 13, 2023, at 10:00 a.m. at the Farm Bureau Office, Buckhannon, WV.

Minutes recorded by Bill Coffindaffer, Secretary