

COALFIELD DEVELOPMENT

Appalachian COURAGE, CREATIVITY, COMMUNITY

1. Applicant Information

Coalfield Development Corporation
312 Hall Street, P.O. Box 1133, Wayne, WV 25570

2. Funding Requested

- a. Type of Funding: Single Site Cleanup
- b. Federal Funds Requested: \$500,000
- c. Contamination: Hazardous Substances

3. Location

- a. City: Huntington
- b. County: Wayne
- c. State: West Virginia

4. Property Information

Former Black Diamond Facility, 2923 Park Avenue, Huntington, WV 25704

5. Contacts

Project Director: Marilyn Wrenn, Chief Development Officer
Ph. 304/501-4755, Email mwrenn@coalfield-development.org
312 Hall Street, P.O. Box 1133, Wayne, WV 25570

Chief Executive: Brandon Dennison, CEO
Ph. 304/501-4755, Email bdennison@coalfield-development.org
312 Hall Street, P.O. Box 1133, Wayne, WV 25570

6. Population

The population of Huntington is 47,079 (U.S. Census, 2017)

"Rebuilding the Appalachian Economy from the ground up."

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7. Other Factors Checklist

Other Factors	Page #
Community population is 10,000 or less.	
The applicant is, or will assist, a federally-recognized Indian tribe or United States territory.	
The priority brownfield site(s) is impacted by mine-scarred land.	
Secured firm leveraging commitment ties directly to the project and will facilitate completion of the project/redevelopment; secured resource is identified in the Narrative and substantiated in the attached documentation.	X
The proposed site(s) is adjacent to a body of water (i.e., the border of the site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	
The proposed site(s) is in a federally designated flood plain.	
The redevelopment of the proposed cleanup site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or any energy efficiency improvement projects.	X

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west virginia department of environmental protection

Office of Environmental Remediation
601 57th Street SE
Charleston, WV 25304
Phone: 304-926-0455

Austin Caperton, Cabinet Secretary
dep.wv.gov

January 22, 2019

Mr. Brandon Dennison, Chief Executive Officer
Coalfield Development Corporation
P.O. Box 1133
Wayne, WV 25570

Re: State Environmental Authority Acknowledgement Letter
FY19 U.S. EPA Brownfields Cleanup Grant Proposal
EPA-OLEM-OBLR-18-07

Dear Mr. Dennison,

Thank you for your continued efforts to further enhance the state's environment, economy, and quality of life by applying for a U.S. EPA Brownfields Cleanup Grant.

This grant is vital to remediating the former Black Diamond Facility in Huntington, WV, and advancing the Coalfield Development Corporation's vision for a renewed, more prosperous economy grounded in Appalachian values. Since its inception in 2009, the Coalfield Development Corporation has served as a catalyst for revitalization in Southern West Virginia by providing job training that empowers our citizens with new skills and subsequently attracting diversified businesses to employ these citizens embarking in new careers. Your efforts have guided the state through an economic transition from the once-thriving coal industry. As you expand operations from one brownfield to another, WVDEP looks forward to assisting you throughout the remediation process and ultimately seeing the results of your expansion. We can only imagine the additional impact and success you'll achieve with more space to grow your programs.

As you prepare your proposal for this funding, the WVDEP Office of Environmental Remediation is in full support of your efforts. We are committed to assisting you remediate and

redevelop the former Black Diamond Facility into additional job training space. Please do not hesitate to contact me with any questions or needs.

Sincerely,

A handwritten signature in blue ink that reads "Casey E. Korbini". The signature is written in a cursive style with a large initial 'C'.

Casey E. Korbini

Deputy Director for Remediation Programs

COALFIELD DEVELOPMENT CORPORATION SEEKS TO CLEAN THE BLACK DIAMOND FOR APPALACHIAN JOBS DEVELOPMENT WITH U.S. EPA BROWNFIELDS CLEANUP RESOURCES

Coalfield Development Corporation (“Coalfield”) is a not-for-profit social enterprise organization based in the City of Huntington/Wayne County, WV that has become a nationally-recognized innovator in putting economically struggling citizens and dislocated coal workers into new skilled jobs in brownfields and abandoned mine reclamation, building rehabilitation, solar roofing, urban agriculture, and other social enterprises and impact investments (www.Coalfield-Development.org). Now, Coalfield has acquired the badly-contaminated, blighted, and bank-foreclosed “Black Diamond” former industrial property. The Black Diamond is located in the midst of a working class neighborhood in west Huntington, adjacent to Coalfield’s “West Edge Factory”, the hub of its job-creation and social enterprise activities. Coalfield is ready to launch a new, multi-state enterprise called the “Appalachian ReUse Corridor” to be headquartered at Black Diamond. This will produce sustainable jobs through materials upcycling, recycling, value-added refurbishment and product-making, composting operations, and logistics conducted throughout southern West Virginia, eastern Kentucky, and southern Ohio.

The Black Diamond factory, with 50,000 square feet of buildings on five acres, will be the hub of the ReUse Corridor. But this is a black diamond in the rough that needs remediation and polishing. Built in the late 1910’s, operated as an industrial site for manufacturing auto, airplane, military and mine car parts, processing electric transformers, fabricating and welding metal, handling scrap, burning waste, and conducting other polluting uses, Black Diamond shuttered in 2013 after years of environmental violations and forced investigations. Coalfield’s recently completed All Appropriate Inquiries report identifies many recognized environmental concerns including arsenic, lead and PAHs in the surface and subsurface soils, PCBs in the concrete, contaminated dusts coating interior surfaces, and potential solvents, arsenic and lead in the groundwater. Despite these challenges, Coalfield acquired the Black Diamond in January 2019, supported by U.S. EPA Assessment Grant resources provided by both the City of Huntington and Wayne County. Coalfield determined if it did not step in and attempt remediation and revitalization on this vital project, no other entity with enough capacity was going to do so.

Now, Coalfield intends to partner with local governments and civic groups, procure environmental remediation contractors overseen by procured environmental professionals (who can hire Coalfield’s HAZWOPER, OSHA 10, and HazCom hazardous waste cleanup teams trained by Coalfield using U.S. EPA OBLR Environmental Workforce Training Grant resources), and enroll the property in the WV Department of Environmental Protection (WV DEP) Voluntary Remediation Program, to polish the Black Diamond and get it shining as a new environmental jobs hub that restores a struggling neighborhood and anchors the Appalachian ReUse Corridor. Coalfield respectfully requests a full, \$500,000 EPA Brownfields Cleanup Grant with a match waiver to be able to accomplish this important endeavor.



a. Target Area and Brownfields

i. Background and Description of Target Area

The 18.46 square miles of Huntington, WV lies in WV’s western region along the Ohio River. The square-mile Westmoreland neighborhood on Huntington’s west side is located in Wayne County. Westmoreland has served as a key site for manufacturing and heavy industry for a century due to the fact Wayne County was perceived by early developers to offer a favorable tax environment, along with flat land and access to Huntington’s robust river, rail and road transportation network. Westmoreland is on the Ohio River, situated along Interstate 64 and WV Route 60 and a major CSX line, all major thoroughfares connecting the tri-state region of West Virginia,

Kentucky and Ohio with the mid-Atlantic region and Central Appalachia. Manufacturing began closing and leaving the area in the 1990's, first with the closure of the 96,000 sq. ft Corbin factory, and in 2013, the shuttering of Black Diamond. The sites together employed thousands of workers who built a residential community around the factories. As the factories closed, the loss of jobs led to out-migration, and increases in poverty, blight and crime. Both sites were left with significant environmental contamination requiring remediation prior to site reuse.

Founded in 2010, Coalfield purchased the Corbin Factory in 2014, conducted needed environmental assessment, remediation and facility improvements, and has transformed it into the WestEdge Factory (www.WestEdgeFactory.com). WestEdge now houses new, environmentally-beneficial enterprises including a solar-installation company and environmental remediation training center, employing 28 people. Coalfield tackles job creation and economic development head-on by creating enterprises that directly hire unemployed or underemployed people in a variety of industries with regional growth potential. Through an innovative workforce development system, Coalfield is preventing people from permanently dropping out of the labor pool and addressing the serious WV labor participation challenge, while also creating conversations and exploration of environmental justice issues that have for too long been overlooked. The WestEdge Factory is helping to re-energize the Westmoreland Community, and the redevelopment of the Black Diamond property will contribute to positive economic and environmental outcomes for this underserved community. These positive impacts are real in this neighborhood – since the launch of WestEdge Factory, neighborhood crime is down 42%, 190,000 square feet of abandoned property has been revitalized, and property values are up 13%. See additional details on realized benefits in **Outcomes and Benefits of Redevelopment Strategy**, on page 4.

ii. Description of the Brownfield Site - The targeted brownfield is the former Black Diamond facility, located at 2923 Park Avenue, Huntington, WV (Huntington Corp. District 6, Tax Map 8, Parcel 167). The 4.89-acre property was first developed in the late 1910s, utilized for metal fabrication and manufacturing of various products, including parts for military biplanes, military jeeps, mine cars. Operations within the approximately 50,000 square foot building included bulk fuel storage, welding and metal fabrication, painting activities, preparation of metal products including structural beams, and electric transformer repair. The site is now owned by Coalfield Development Corporation, and is currently vacant. Black Diamond is located less than 300 yards from the Fourpole Creek which traverses Huntington before it empties into the Ohio River, just 1,000 yards away from the Black Diamond property.

Multiple phases of environmental assessments have been conducted on the property, including recent assessments using EPA Brownfields Assessment grant funding managed by both the City of Huntington and Wayne County grantees. Assessment results indicate a broad range of contaminants of concern, including volatile organic compounds, heavy metals, asbestos and polychlorinated biphenyls (PCB's). Contaminants are located in various areas of the site, present in building materials, surface and subsurface soils, and in groundwater. Contaminants include heavy metals (arsenic, lead) in soils, PCB's and heavy metals (lead) in building dust/debris and/or concrete, asbestos in the building structure (roof coatings), and chlorinated compounds (primarily tetrachloroethylene and trichloroethylene) in soils and groundwater.

Planned reuse for the site is for mixed business use, including commercial, light manufacturing, bulk material storage, and a job training complex all related to the Appalachian ReUse Corridor. Coalfield's WestEdge Factory is located just west of this site, and Coalfield plans to expand operations, including wood products manufacturing using reclaimed wood, upcycling, composting, and regional logistics management for these commodities, together with training programs. No residential use will occur. The property is zoned for commercial and industrial use, which is applicable for site reuse plans.

b. Revitalization of the Target Area

i. Redevelopment Strategy and Alignment with Revitalization Plans – The remediation of Black Diamond and the establishment of the regional Appalachian ReUse Corridor headquarters at this former factory will continue the revitalization of the struggling Westmoreland neighborhood at a location adjacent to Coalfield's WestEdge Factory and its innovative social enterprise and job training center. Moreover, the plans at Black Diamond are fully consistent with the city's "Huntington Innovation Plan" ("HIP Plan") and the "River-to-Rail

Revitalization” component of the HIP Plan focused in Westmoreland which, together, formed a key basis for Huntington’s grand prize win of the national “America’s Best Communities” challenge contest.

Since 2014, Coalfield has invested \$3.4 million in the adjacent WestEdge brownfield property, to create jobs and provide professional certifications in enterprise sectors designed to diversify the regional economy while improving environmental outcomes. Since jobs are scarce in the region, and especially in the Westmoreland neighborhood, Coalfield directly hires un- and underemployed people and dislocated coalminers into social enterprises it owns and operates. These employees, called “Crew Members”, work a 33-6-3 schedule: 33 hrs/wk in paid on-the-job training and work under trained supervisors/mentors; six hrs/wk in core community college classes; and three hrs/wk are focused on personal development such as parenting, financial management, environmental conservation/justice and goals-setting. After two years in the program, trainees obtain an Associate Degree, jobs skills and certifications, and a step up into meaningful vocations. These vocations include skilled jobs in Coalfield’s seven social enterprise focus areas:

Revitalize Appalachia-trains in energy-efficient construction and reconstruction of dilapidated community structures; **Reclaim Appalachia**-trains in building deconstruction, blight removal, reuse of reclaimed materials, and reselling in retail and wholesale markets for reclaimed materials/architectural salvage; **Saw’s Edge** - trains woodworking crews to upcycle materials reclaimed from deconstruction jobs into furniture and décor for commercial and retail markets; **Solar Holler LLC**-trains in solar energy installations, and electrical skills; **Refresh Appalachia**-trains in in sustainable agriculture growing and handling practices, aggregation and distribution, and marketing; **Rediscover Appalachia** trains creatives in place-making, events management and entrepreneurship; and recently purchased **SustainU** trains in sustainable apparels manufacturing and direct-to-garment enterprise using cloth made from discarded scarps and recycled plastics with environmentally-friendly inks and dyes. Crew members across all enterprises are trained/certified with EPA OBLR Environmental Workforce Grant funds in skills including asbestos abatement, meth lab decontamination, lead abatement, mold abatement, abandoned mine reclamation, and hazardous site cleanup.

This model has been nationally-recognized as a meaningful model for economic empowerment and community revitalization, and these initiatives are now being seeded across Appalachia through Coalfield’s “Social Enterprise & Economic Diversification” (SEED) Partnerships (<http://coalfield-development.org/social-enterprise-and-economic-diversification-seed-partnerships/>), and through Coalfield’s management of the “Strong Mountain Communities” coalition (www.StrongMountainCommunities.org).

With the 5-acre, 50,000 square feet Black Diamond facility next to the existing WestEdge Factory, Coalfield will be able to take these social enterprises and job training initiatives to the next level. This will include the launch of the new, tri-state regional Appalachian ReUse Corridor, which will be headquartered at Black Diamond and based on a partnership with ReUse Industries in Athens, Ohio and the non-profit Rural Action. Black Diamond will allow coalfield to put more economically struggling citizens, dislocated coal-sector workers, and other southern WV people to work in materials reclamation, upcycling, recycling, agricultural composting and compost marketing, electronics refurbishment, warehousing, along with transportation, in-demand CDL truck driving, and logistics management along the “ReUse Corridor”. A recent study confirms the job-creation potential of this upcycling/refurbishing/remanufacturing approach: there are more than 750,000 U.S. jobs in this sector, more than all mining jobs combined, and over ten times the number of coal mining jobs. The local Chamber of Commerce repeatedly finds that transportation and logistics has the most consistently available new positions and some of the highest paid new positions in the region.

This Coalfield launch of the Appalachian ReUse Corridor at Black Diamond is fully consistent with the Huntington HIP initiative and the River-to-Rail Revitalization initiative in west Huntington. The HIP Plan calls for specifically for “training low-income people...to learn highly-skilled jobs that are focused on reclaiming high-value materials from dilapidated buildings. Those materials are then turned into materials for construction reuse, creating craft furniture, restoring affordable housing and commercial business structures and deploying solar photovoltaic roofs on buildings.”

ii. Outcomes and Benefits of Redevelopment Strategy - Coalfield ’s work has directly and indirectly leveraged more than \$10 million of new investment and attracted over \$12 million in grant funding to the region since 2017 including: \$1,900,000 in U.S. Department of Health and Human Services “Community Economic

Development” grant award for Refresh Appalachia; \$1,800,000 in U.S. Department of Commerce, Economic Development Administration grant funding for Reclaim Appalachia; \$3,650,000 in America’s Best Communities grand prize winnings; nearly \$5 million in Appalachian Regional Commission POWER Grants; \$1 million from Bloomberg Philanthropies; \$150,000 from the U.S. Conference of Mayors’ “CommunityWINS” prize for Rewire Appalachian; and \$1 million from the Chan/Zuckerberg-Rockefeller Foundation “Communities Thrive Challenge”. As a result, Coalfield has started six new businesses, purchased SustainU, directly created or retained 192 permanent and indirect jobs assisted 90 people in pursuing higher education; issued more than 800 professional certificates with the majority being in environmental remediation; redeveloped 190,000 square feet of abandoned and dilapidated properties; and redeveloped 246 acres of mine lands into developable property. The revitalization of Black Diamond will allow Coalfield and its partners to continue building on these results, and enable the launch of a new, ReUse Corridor initiative, while reducing blight and public health threats from contamination at Black Diamond in the middle of a low-income neighborhood. And as mentioned earlier, the rehabilitation of the WestEdge Factory has reduced area crime rates adjacent by 42% and raised property values by more than 13% -- trends that can continue and be leveraged with a polished and useful Black Diamond.

Further, a cleaned Black Diamond will enable Coalfield to expand its renewable energy deployments across Huntington and Appalachia. Coalfield invests in projects to meet a triple bottom line of financial, social and environmental returns. To augment its sustainable construction businesses, in 2016 Coalfield developed Rewire Appalachia; a solar installation enterprise. Since then, Coalfield has trained 14 people in solar installation, which generated a workforce that has allowed Solar Holler, a solar installation company located in West Virginia’s eastern panhandle (www.SolarHoller.com) to expand rapidly and become a national model of innovation. Redevelopment of Black Diamond will create additional space for Solar Holler’s operations to expand to other WV communities. Further, the upcycling, recycling, remanufacturing, refurbishing, and composting enterprises located at Black Diamond will drastically reduce waste and associated energy costs.

c. Strategy for Leveraging Resources

i. Resources Needed for Site Reuse - Coalfield is a 501(c)3 nonprofit fully eligible to receive and utilize EPA Cleanup grant funding, as demonstrated by the successful leveraging of more than \$10 million in awards to support Coalfield’s enterprises from EPA, HUD, ARC, EDA, HHS, the State of West Virginia, the Rockefeller, Kresge and Benedum Foundations, Bloomberg Philanthropies, the U.S. Conference of Mayors/Wells Fargo Foundation, Foundation for the Tri-State Community, and others. Coalfield Development can, and has, accessed a wide-range of public and private funds for real estate development, site remediation, community planning and job training. The organization has a proven track record of administering large federal and state grants, and creating development deals that include traditional lending sources.

Coalfield also has a solid and sustainable plan for leveraging resources to make the Black Diamond / Appalachian ReUse Corridor initiative successful. Coalfield will use a portion of its \$1 million “Communities Thrive Challenge” grant award from the Chan/Zuckerberg Initiative/Rockefeller Foundation, ARC POWER grants, Wayne County Economic Development Authority resources, and planned future EDA grant resources to establish the ReUse Corridor facilities at Black Diamond. Note that the business plan for ReUse Corridor is for an operation that is self-sustaining through earned revenues, like all of Coalfield’s enterprises (which uses grants primarily for capital costs and start-up). We also emphasize that Black Diamond is located in a designated federal Opportunity Zone, that Huntington is part of a regional Opportunity Zone fund-attraction initiative sponsored by the regional economic development organization Advantage Valley (www.AdvantageValley.com), and that Opportunity Funds are already being established in Huntington to support innovative development projects. As the Reuse Corridor enterprise located at Black Diamond plans to be profitable, we will seek Opportunity Fund equity investments to ramp up operations to a robust and sustainable level.

Coalfield is attaching a request for a waiver of the 20% cash match requirement (\$100,000) for this \$500,000 remediation project, thus requesting that the full cleanup be funded by a \$500,000 EPA Cleanup grant, because cleanup funding is scarce except for the EPA Brownfields program. It should be noted, however, that Coalfield will be leveraging significant resources into this brownfields cleanup project, as it plans to use its

trained OSHA 10, HAZWOPER, HazCom, and other skilled workers on the Black Diamond remediation, in conjunction with procured environmental cleanup contractors – vastly decreasing costs of the projected \$500,000 remediation (as well as giving more meaningful employment and training to workers!). Together with the in-kind contribution of Coalfield management staff and contributed travel costs, Coalfield is leveraging substantial funding into this project. If the EPA waiver is not granted to us as a non-profit, we could use Communities Thrive grant funding, and potential Huntington America’s Best Communities grant funding, to cover match costs.

ii. Use of Existing Infrastructure - Black Diamond is located in long-time, mixed commercial and residential setting, with complete infrastructure available for use in conjunction with site redevelopment. Its nearness to residential homes makes it a crucial clean-up priority for the well-being of local residents. Three-phase 480 voltage electric power, commercial natural gas, water, sanitary sewer, and broadband are all available on-site. A major CSX Rail line is located next to the site to the south, with rail sidings in the area, which then connects major commercial, industrial, and Heartland Intermodal Gateway facilities along the WV-Kentucky border. The long-term vision for the ReUse Corridor is that recycled materials can be moved on the rail-line, processed at the intermodal facility, and sold internationally (which is where re-use markets are most robust). There is direct access to U.S. Route 60, the main thoroughfare through Huntington, and to Interstate 64, a key highway stretching from Chesapeake VA to Wentzville MO, with Richmond, Louisville, Lexington, St. Louis on the way. Black Diamond is located 1,000 yards from the Ohio River, a critical waterway for Huntington WV, which is the most active inland port in the nation. Moreover, Black Diamond is located next to all of the buildings, infrastructure, and institutional infrastructure that has been established at Coalfield’s WestEdge facility. Redevelopment of the Black Diamond site will not require installation or upgrading of any additional infrastructure components. Being in City limits, the site has full fire and police protection.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

a. Community Need

i. The Community’s Need for Funding - Once a mighty railroad, manufacturing and coal economy at the gateway to Appalachia, Huntington is now one of the poorest cities in the poorest state in America. Decades of decline in the manufacturing and coal sectors have led to massive drops in population, pervasive poverty at more than double the national rate, extensive blight, and hundreds of acres of vacant and polluted brownfields. These conditions have led to troubling socio-economic challenges, ranking Huntington as one of the poorest, most obese, least healthy, most psychologically depressed, and most opioid-impacted towns in America.

Having lost its manufacturing core, Westmoreland is increasingly impoverished with an aging population, and increasing criminal activity drawn to the large, derelict, abandoned Black Diamond complex. This problem plagued the Corbin factory too, until Coalfield reclaimed it and created the WestEdge jobs center. The scope of the environmental challenges coupled with the sheer size of the Black Diamond property makes it unrealistic for the aging, lower income community to tackle it without the backing of an experienced nonprofit such as Coalfield. This grant will bring in the resources necessary to remediate the site to the point that Coalfield can begin to generate positive economic activity and implement immediate, visible improvements. Coalfield has developed social capital within the community by following through on its word to improve the old Corbin Factory, and will build on this by doing the same at Black Diamond. The community of Westmoreland – a designated federal Opportunity Zone – needs this priming of the economic pump to engage youth with employment opportunities, slow out-migration, and become part of a creative, thriving, sustainable and regional development plan.

ii. Threats to Sensitive Populations (1) Health or Welfare of Sensitive Populations – In addition to being one of West Virginia’s poorest cities, Huntington has also received the Center for Disease Control’s poorest health rating of any metro area in the nation. In a city plagued with economic distress, many residents don’t have the time, money or opportunity to focus on health. Westmoreland is classified as a low-income and low-access food desert by the U.S. Department of Agriculture because of the neighborhood’s physical and financial barriers to healthy food options. Food insecurity is most often found in impoverished, urban settings and has a disproportionate impact on sensitive communities. This poverty-stricken area suffers an extraordinarily high

incidence of obesity, heart disease, and diabetes. Huntington was famously, but sadly, labeled in 2008 as America’s fattest, most depressed, and most unhealthy city by the Associated Press, and was ranked near the very bottom of the 2010 Gallup-Healthways Well-Being Index. Wayne County is designated by the U.S. Department of Health & Human Services as a medically underserved area. Further, in Wayne County 20.6% of the population is age 65 or older, compared to a national level of just under 15%. (U.S. Census Bureau). This older population segment is the largest sensitive population in close proximity of the Black Diamond site, and has unique health concerns that can be connected to exposure to various contaminants. According to the Agency for Toxic Substances and Disease Registry, elderly populations are “prone to having immune systems that are often weaker, and tend to have more sensitive lungs, resulting in more difficulty fighting off health effects from airborne-based contaminants”. Contaminants known to be present on the site in surface soils and dust can pose potential airborne threats, and are potential contributors in affecting this sensitive population.

(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions – According to the most recent (2016) Community Health Needs Assessment that covers Wayne/Cabell Counties and this area, cancer deaths are 28% higher in this area than the rate in the United States, lung disease deaths are 80% higher, heart disease deaths are 20% higher, rates of low birth weight are 20% higher than the U.S. Healthy People 2020 target, and infant mortality rates are 7% higher than the U.S. rate. These distressing statistics are perhaps not surprising, given that EPA’s EJScreen tool shows that the Black Diamond neighborhood ranks at the worst levels for proximity to hazards when compared to state, EPA Region 3, and national levels: Westmoreland ranks at the 90th worst percentile in WV for air toxics cancer risk and respiratory hazards, 90th worst in WV for proximity to Risk Management Plan chemical facilities, 92nd worst in WV for proximity to Superfund sites, 86th worst for exposures to PM_{2.5} and Diesel PM, and 98th worst in the nation for proximity to toxic wastewater discharges. In this Wayne/Cabell County area around Black Diamond, there are 36 regulated stationary air pollutant sources, 32 hazardous waste generation facilities, nine contamination cleanups, a half dozen TOSCA-regulated sources, and more than 400 permitted water discharge sources, according to EPA’s EnviroFacts mapper.

(3) Economically Impoverished/Disproportionately Impacted Populations – The challenges of poverty are highly evident in Wayne County and the Westmoreland neighborhood where Coalfield is trying to making a positive difference at Black Diamond. Unemployment is 30% higher in the Westmoreland Census Tract than the U.S. rate, the labor force participation rate is more than 12% less, and median family income in Westmoreland is just over half of the U.S. rate.

b. Community Engagement

i. Community Involvement – Coalfield’s Partners for Black Diamond Revitalization

Partner Name	Contact Info	Specific role in the project
Westmoreland Neighborhood Association	Huntington City Councilwoman Joyce Clark joyceclarkwva@aim.com ; 304.638.1565 (lives literally next door to Black Diamond site)	Community engagement; liaison with residents; prior to current role, Ms. Clark led a group of concerned citizens to protest a barge company engaged in environmentally questionable activity on the river in this neighborhood. Ms. Clark hold the project accountable to high environmental justice standards.
Westmoreland Women’s Club	Freida Crockett (also lives literally next door to Black Diamond site) 304.730.0110	Community engagement, event hosting
Unlimited Future’s River-to-Rail Coalition	Gail Patton, ED gail@unlimitedfuture.org 304.697.3007	Community engagement, economic development and workforce training

City of Huntington, WV	Mayor Steve Williams mayorwilliams@cityofhuntington.com 304.696.5540	Zoning regulations, planning, ABC Prize funding support
Wayne County EDA	Park Ferguson, ED parkferg2007@yahoo.com 304.272.9050	Help with economic development grants; assistance with environmental assessment & remediation process, funding
Ohio Valley Environmental Council	Board Chair Jeff Allen director@wvcc.org 304.344.3141	Environmental Justice and advocacy
Marshall University Brownfield Assistance Center	George Carico, Director, carico@marshall.edu 304.696.5456	Technical assistance and coordination
Huntington Chamber of Commerce	Bill Bissett, President bill@huntingtonchamber.org 304.525.5131	Long-term economic plan for the site; investment leveraging; business planning

ii. Incorporating Community Input - Coalfield’s strategy for community engagement involves community-based real estate development projects that turn perceived liabilities into assets. Redevelopment of WestEdge Factory has opened many avenues for engagement with the local community including open houses, local officials’ forums, art exhibits, Labor Day events, fundraisers, concerts and “Westmorelandpalooza” - all designed to restore a sense of community pride and progress. Coalfield’s protocol is to actively solicit community input at these, and other events using “design charrettes” or intensive planning sessions where citizens, designers and others collaborate on a vision for development. These charrettes provide a forum for ideas and offers the unique advantage of giving Coalfield’s leadership immediate feedback as to the desires of the community. More importantly, it allows everyone who participates to be a mutual author of the plan. Coalfield has hosted more than a dozen design charrettes in Wayne County and they were, and continue to be, an important tool to shape the redevelopment efforts in Westmoreland. Coalfield will host open forum events/design charrettes quarterly during the development of this Black Diamond project, and also solicit input via social media and at events scheduled and held at WestEdge and the future Black Diamond center. Along with Huntington Councilwoman Joyce Clark, we will be going to door-to-door to answer resident questions, hear resident feedback, and genuinely listen to resident input.

3. TASK DESCRIPTION, COST ESTIMATES, AND MEASURING PROGRESS

a. Proposed Cleanup Plan – Black Diamond has multiple contaminants in surface and subsurface soils, building materials, and in groundwater. Contaminants include heavy metals (arsenic, lead) in soils, PCBs in dust and concrete, asbestos containing materials in the structure (roof system and window casings), and chlorinated compounds (PCE, TCE et. al.) in soils and groundwater. Contaminant levels exceed EPA Regional Screening Levels based on industrial land use and/or protection of groundwater.

Complete removal of all contaminants is not achievable due to extensive costs, as discussed in the attached ABCA. A combination of remediation steps is required, including removal of impacted surface soils to a depth of one to two feet below existing grade, removal of contaminated concrete materials, and removal of contaminated dust and debris within the building. Asbestos containing materials within the building (roofs) are in a non-friable state and will be managed in-place. Impacted groundwater and any remaining soil contaminates will be managed by performance of a risk-based assessment and use restrictions. Results will be used to enter the site into the WV Voluntary Remediation Program (VRP), so site re-use can safely occur while remaining contaminants are properly managed. Contaminated soils,

concrete and building dust and debris will be removed, characterized, and transported to a permitted landfill for disposal.

b. Description of Tasks and Activities

i. Project Implementation

Task 1 – Project Set-up and Management-During Year One (**Month 1 through 12**) of the project period, Coalfield will hire a WV Licensed Remediation Specialist (LRS) / environmental professional through a competitive bid process, who will in turn manage a competitive procurement process for the hiring of an environmental remediation contractor. An initial meeting will be held with the LRS and project partners to kick off the project, followed by monthly meetings held throughout the project with the LRS to ensure the project moves forward in a timely manner. During this time period, Coalfield will enter the site into WVDEP’s VRP. The VRP application will include a conceptual site model, based on previously completed environmental site assessment results. Upon approval of the VRP application, a Remedial Action Work Plan will be developed by the LRS for WVDEP review.

Task 2 – Risk-Based Environmental Assessment-Starting in Year One and extending into Year Two (**Month 6 through 18**), the LRS will oversee performance of additional remedial planning activities required by the VRP. This task also includes creation performance of a risk-based environmental cleanup plan. In addition to extended groundwater remediation plan, four years of groundwater monitoring is included (required for VRP sites). Final approval of the remediation remedy will be completed during this time period.

Task 3 – Soil and Building Material Removal-Starting in Year Two and continuing into Year Three (**Month 13 through 30**), the LRS will oversee work by the environmental contractor (together with trained Coalfield remedial crews) to remove specific contaminated materials (surface soils, contaminated concreted, building dust and debris) as directed by the final remediation strategy. Excavated soils and removed concrete and building materials will be transported to a permitted landfill for final disposal. Capping of areas where impacted soils remain will be conducted, completing field activities associated with the overall clean-up plan.

Task 4 – Voluntary Remediation Program (VRP) Completion-During Year Three (**Month 30 through 36**), the LRS will submit final VRP reports to the WVDEP. The LRS will work with the WVDEP to obtain final report approval, and obtain a Certificate of Completion, including the development and placement of Land Use Covenant and use restriction agreements that may apply.

ii. Task / Activity Lead -Task 1 (Project Set-up and Management) will be led by the Coalfield Project Manager, including hiring of the WV-licensed LRS, hiring of the remedial contractor, submittal of required reporting documents, and overall project management. Site-specific remediation activities will be supervised by the LRS, as required by WVDEP law for VRP sites. **Task 2, 3, and 4 (Risk-Based Environmental Assessment, Soil and Building Material Removal, Voluntary Remediation Program Completion)** will be overseen by the WV-Licensed LRS, as required by WVDEP. The LRS will work closely with the Coalfield Development Project Manager, providing monthly updates and quarterly reports to be used for required reporting purposes.

iii. Cost Share - Coalfield Development Corporation is requesting a waiver of the 20% cost share, given that Coalfield is a non-profit organization. In the event this request is not approved, Coalfield will provide the required cost share through in-kind contributions from personnel involved with the project, plus financial support to the project, likely taken from Coalfield’s Communities Thrive grant.

c. Cost Estimates and Outputs - Cost estimate for each task is provided in the following table:

Budget Categories	Project Tasks (\$)				Total
	Project Set-up& Mgmt.	Risk-Based Remedial Plan	Soil & Materials Removal	VRP Completion	

Personnel	\$3,600	0	0	0	\$3,600
Fringe Benefits	0	0	0	0	0
Travel ¹	\$1,200	0	0	0	\$1,200
Equipment ²	0	0	0	0	0
Supplies	0	0	0	0	0
Contractual	0	\$96,000	\$389,200	\$10,000	\$495,200
Other	0	0	0	0	0
Total Direct Costs³	\$4,800	\$96,000	\$389,200	\$10,000	\$500,000
Indirect Costs ³	0	0	0	0	0
Total Federal Funding	\$4,800	\$96,000	\$389,200	\$10,000	\$500,000
Cost share (20% of requested funds) ⁴	\$50,000	\$15,000	\$5,000	\$30,000	\$100,000
Total Budget (Total Direct Costs + Indirect Costs + Cost Share)	\$54,800	\$111,000	\$394,200	\$40,000	\$600,000

1. Travel to brownfields-related training conferences
2. No equipment purchases are required for this project
3. Administrative costs equal <1% of total Federal Funding requested
4. Applicants must include cost share in the budget even if applying for a cost share waiver. Coalfield is applying for a cost share waiver.

All remediation costs were compiled using the draft ABCA, drafted by experience environmental consulting firms, experienced remediation contractors, and personnel familiar with the site. (Draft ABCA and cost estimates are provided as an attachment).

Project Outputs - Six projected outputs are anticipated, including: 1) VRP application completion, 2) Clean-up Plan (Remedy Selection) completion, 3) Project Summary document for local community awareness, 4) Final ABCA document, 5) Final VRP Report, and 6) VRP Certificate of Completion issued from WVDEP.

d. Measuring Environmental Results

Project outputs included in the previous section will be tracked and measured by monthly LRS and project partner meetings and evaluated as part of Coalfield’s normally scheduled quarterly Board meetings. Using a monthly meeting schedule throughout the 3-year project period will ensure the project is meeting project outputs in a timely manner. Two anticipated **Project Outcomes** include 4.89 acres and 50,000 sq. ft. of brownfield property remediated and ready for reuse, and removal of potential contaminant exposure to the community and future site users. Future outcomes include up to 20 new jobs created, and additional funding leveraged through site reuse development for a regional workforce initiative.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

a. Programmatic Capability

i. Organizational Structure – Coalfield is a leader in workforce and social enterprise development in West Virginia and Appalachia, with a strong track record in federal, state and philanthropic grant management and EPA-backed brownfields initiatives. Coalfield’s leadership core is comprised of the executive team, and enterprise directors and coordinators, overseen by a Board of Directors. The executive team includes: Founder and CEO Brandon Dennison; CFO Sam Sarcone, CPA; COO Ryan Stoner; and

Chief Development Officer Marilyn Wrenn. The enterprise directors and managers are all entrepreneurs who are well-skilled in their respective areas of expertise and business, and they also exhibit the ability to teach, train, and mentor our trainees and crew members to ensure that we perform timely, effective work. Particularly relevant to this project is Luke Huffman, who is currently the property and project manager at WestEdge Factory, and who will be the project manager of the Black Diamond revitalization, assisted by CFO Sam Sarcone to manage procurements, financial planning, and paperwork requirements. Huffman lives in Westmoreland and is fiercely dedicated to the success of WestEdge Factory and all of Coalfield's efforts to revitalize his community. His dedication, local experience, and community connections will also help ensure the success of the Black Diamond project.

ii. Acquiring Additional Resources – This Black Diamond cleanup project will be conducted through a straightforward process of competitively procuring an environmental professional firm to oversee cleanup and the VRP process, and competitively procuring a remediation contract firm. Coalfield also has a robust relationship with the West Virginia Brownfields Assistance Center at Marshall University and its Director George Carico, who has decades of substantial experience in brownfield cleanup and revitalization projects. George is already fully involved in the Black Diamond effort, and will be a steady guide and support for Coalfield's activities to implement the Black Diamond cleanup with EPA Cleanup resources.

b. Past Performance and Accomplishments

ii. Has Not Received an EPA Brownfields Grant but has Received Other Federal or Non-Federal Assistance Agreements – While Coalfield has not received an Assessment, Cleanup or RLF grant previously, we have received and successfully deployed an EPA Environmental Workforce Grant, as well as more than \$12 million in other federal, state, and philanthropic grants including federal grants from EDA, ARC and HHS, state grants, and foundation grants from the Benedum, Kresge and Rockefeller Foundations, Bloomberg Philanthropies, the Conference of Mayors CommunityWINS grant, and other funders. Coalfield's history of timely reporting and effectiveness has been borne out through successful federal single audit, and agency specific audits by ARC and DHHS in 2018. Our grants awards include:

- **U.S. EPA Environmental Workforce Development and Job Training Grant - \$192,300:** Awarded to certify 80 people (twenty of them current Coalfield Crew Members) in HAZWOPER, and two of the following: mold remediation, HazCom, asbestos abatement, lead RRP, and/or clandestine drug lab remediation, to create a workforce to support Reclaim Appalachia, while placing 63 in fulltime positions. To date, 176 people have received certificates, and 42 of those have been placed in fulltime positions. Coalfield is continuing to schedule training courses, targeting displaced miners and veterans, through August 2019 while in full compliance with all grant requirements.
- **Appalachian Regional Commission POWER Grants (Partnerships for Opportunity and Workforce and Economic Revitalization) – Social Entrepreneurship Investment Strategy – (FY16) - \$2,118,000** – Grant objectives were to support entrepreneurship and workforce development via five Coalfield-owned enterprises in Wayne, Lincoln, MacDowell and Mingo Counties; creating jobs (85), new business start-ups (5), property redevelopment (150K sq.ft, 200 acres), solar power output tripled, and new investment (\$5M). All stated outcomes in the workplan were exceeded ahead of schedule, reporting requirements and conditions were met, and the grant was successfully closed second quarter of 2018.

U.S. Department of Commerce, Economic Development Administration, Public Works Grant: Coalfield Development Corporation's WestEdge Factory – FY16 - \$1,782,000 – Grant objectives include physical improvement to building's infrastructure to accelerate it as a job creation engine and workforce training center. Coalfield has successfully managed construction agreements with multiple prime contractors (4) and will close out this project February 2019 on schedule, and with all conditions met. Currently, five enterprises are based out of WestEdge where 28 number are employed. WestEdge is now conditioned to be not only the social enterprise anchor, but provide the solid foundation, along with Black Diamond, for a transformational ReUse Corridor for the entire region.

COALFIELD DEVELOPMENT

Appalachian COURAGE, CREATIVITY, COMMUNITY

January 28, 2019

Ms. Felicia Fred
EPA Region 3
Brownfields Regional Office
1650 Arch Street
Philadelphia, PA 19103

Dear Ms. Fred:

Coalfield Development, a 501c3 nonprofit based in Wayne, West Virginia is working throughout the state's southern coalfield communities to revitalize the economy and train and educate a chronically impoverished and un/underemployed workforce in transition. We are pleased to apply for an EPA Brownfields Cleanup Grant for the "Black Diamond" property, located in the residential neighborhood of Westmoreland in Huntington, WV and which sits adjacent to a brownfield site we successfully redeveloped and is now home to seven thriving business enterprises and workforce development training center. Our proposal presents solid plans to transform Black Diamond, a post-industrial and highly contaminated site, into a hub for sustainable jobs and business growth which complements our current operation. This redevelopment is also key in further reducing crime and improving the health of the aging and vulnerable Westmoreland community.

Due to the size and complexity of the remediation efforts necessary to transform the Black Diamond Property, and as a nonprofit organization, we are requesting a waiver of the 20%/\$100,000 match requirement. However, Coalfield Development is committed to providing this match if this waiver request is denied and can thoroughly leverage this investment through a combination of Coalfield's management staff in-kind professional time contribution, Coalfield's trained remediation crew in-kind professional time contribution, and cash as needed from the recently awarded Thrive Communities Challenge grant funded by the Chan/Zuckerberg Initiative and Rockefeller Foundation and/or 2018 ARC POWER grant. Both of these grants provide leverage for our community-based real estate projects by offsetting costs associated with architectural and engineering expenses and engineering assessment work. The award letters for these grants and other documentation supporting our request are attached.

Best regards,



Brandon Dennison
CEO



December 3, 2018

Mr. Brandon Dennison
CEO
Coalfield Development Corporation
P.O. Box 1133
312 Hall Street
Wayne, West Virginia 25570

In reply, please quote: 2018 JOB 009

Dear Mr. Dennison:

I am pleased to report that The Rockefeller Foundation (the "Foundation") has taken action to provide a project support grant to the Coalfield Development Corporation as described in this letter (the "Grant Agreement"). In accepting these funds, the Coalfield Development Corporation accepts the terms and conditions described in this Grant Agreement.

Grant Overview

Grant Number. 2018 JOB 009

Amount and Purpose of Grant. Up to \$1,000,000 in support of efforts to revitalize and reimagine the Appalachian economy and workforce.

Term. The 24-month period December 1, 2018 to November 30, 2020.

Budget. Use of the grant funds is restricted to line items detailed in the budget approved for the grant (see Addendum 2). Please also refer to "Use of Grant Funds" in the *Other Terms and Conditions* section below for additional restrictions. You may, without seeking Foundation approval, reallocate up to 10 percent of funds from one budget category to another existing budget category. Prior to re-budgeting more than 10 percent of any category or creating a new budget line, a written request must be made to the Foundation. If a revised budget is approved, any subsequent financial reports should be based on the revised budget. Please see *Requesting an Extension or Modification of the Grant* section below for detailed instructions.

Rockefeller Foundation Contacts for this Grant.

- Project-related questions should be addressed to: **Rachel Korberg, Associate Director**, RKorberg@rockfound.org, in our New York office.
- All administrative questions should be directed to: **Jennifer Cooper, Grants Manager**, JCooper@rockfound.org, in our New York office.
- Grant reports should be submitted via the Grantee Portal (<https://granteeportal.rockefellerfoundation.org/>). Questions regarding report submissions should be directed to Officeofgrantsmanagement@rockfound.org.





December 3, 2018
Mr. Brandon Dennison - 2018 JOB 009
Page 2

- Communications-related questions should be addressed to media@rockfound.org or 212-869-8500.

Project Deliverables, Reporting Guidelines, and Payment Terms

Grant Deliverables and Payments. The Foundation will disburse grant funds to the Coalfield Development Corporation upon our receipt of this Grant Agreement signed by an authorized officer of your organization, and upon the satisfactory completion by your organization of all the terms and conditions for this grant, including submission of deliverables and reports as outlined in this section and the attached *Deliverables and Payment Schedule (Addendum 1)*.

It is important that all Deliverables (as defined in Addendum 1), including narrative and financial reports, be submitted in a timely manner; otherwise payment may be delayed on this and other Rockefeller Foundation grants (if any) to your organization. Please indicate the grant number referenced in this Grant Agreement on all submissions. Addendum 1 outlines when deliverables are due and payments are expected to be made. In addition, please send to the Foundation copies of all papers, manuscripts, and other materials produced that are a direct result of the Rockefeller Foundation's grant. All deliverables and reports should be submitted via the Grantee Portal (<https://granteeportal.rockefellerfoundation.org/>).

Requesting an Extension or Modification of the Grant

To request an extension or modification of this grant, the Coalfield Development Corporation must submit:

- A detailed explanation for the need for the change;
- A revised budget and/or a revised milestones and deliverables table, if applicable; and
- An up-to-date narrative report and financial accounting (if requested by the Foundation).

Requests to modify a grant are necessary when the grantee must change the activities to be completed under the grant, add new budget categories, reallocate more than 10 percent of any budget category, or make other substantive changes to the project. Under no circumstances can the purpose of the grant be modified.

All extension and modification requests should be sent to **Jennifer Cooper**, JCooper@rockfound.org. If the request is approved, the Foundation will send a notification to your organization and the revised *Deliverables and Payment Schedule* will be updated in the Grantee Portal, if applicable.

Other Terms and Conditions

Staffing. The Coalfield Development Corporation hereby agrees to notify the Foundation of any change in key personnel. The Foundation reserves the right to terminate the grant following any such change.

Tax Status. We have made this grant with the understanding that the Coalfield Development Corporation is recognized by the U.S. Internal Revenue Service (the IRS) as a publicly-supported charity under Internal Revenue Code (IRC) section 501(c)(3), classified under IRC section 509(a)(1) or (2); you agree to notify the Foundation promptly if there is any change in that status or in your organizing documents.



December 3, 2018
Mr. Brandon Dennison - 2018 JOB 009
Page 3

Use of Grant Funds. Grant funds may not be used for purposes other than those described in this Grant Agreement; funds not used for the purposes of the grant must be repaid to the Foundation. Any grant funds not used by the termination date of this grant will revert to the Foundation.

While the Foundation is providing support for this project, except as expressly noted in this Grant Agreement, sole responsibility for the supervision, direction and control of the conduct of the project lies with the Coalfield Development Corporation.

Grant funds may not be used to pay for costs associated with Foundation staff traveling to or attending any meetings, conferences or other events. If your organization unavoidably incurs any expenses related to Foundation staff travel or attendance, please send an invoice to the Foundation for repayment rather than covering those costs from the grant funds.

Notwithstanding anything in this Agreement to the contrary, no portion of the Grant shall be used toward existing or future claims, demands, causes of action, losses, liabilities, settlements, obligations or expenses (including attorneys' fees and expenses), which Grantee has incurred or is obligated to pay or which Grantee may incur or be obligated to pay in connection with any legal action, claim or proceeding. The preceding limitation includes, but is not limited to, claims brought by existing or former employees.

Foundation Role in Re-Granting. The Foundation is not expected to, nor shall it, have a decision-making role with respect to any sub-grants awarded by the Coalfield Development Corporation for this project. The Coalfield Development Corporation shall retain full discretion and control with respect to the selection of sub-grantees and the awarding of sub-grants.

Accounting and Auditing. For a period of at least four years after the termination of the grant, the Coalfield Development Corporation shall retain books and records with respect to the use of these grant funds and recognizes the Foundation's right to audit (directly or through a third party) your organization's books and records with respect to these funds.

Anti-Terrorism. You hereby confirm that the Coalfield Development Corporation complies with all U.S. anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions Regulations set forth in 31 CFR Part 594.

Intellectual Property. All rights, title and interest in materials produced through this project remain with the Coalfield Development Corporation, provided that the Coalfield Development Corporation hereby grants a perpetual license to the Foundation to post the materials produced, including any Deliverables, on the Foundation's web site.

Public Announcement of Grant and Dissemination of Grant-Related Products. The Rockefeller Foundation encourages its grantees to announce grants; however, you must receive approval, in advance, from the Foundation's Communications Office to use any language that purports to interpret the Foundation's intent in making the grant. Please also note that the Foundation intends to issue a press release and announcement of all Communities Thrive Challenge winners, and so you are asked to wait to make any announcements until after the Foundation's announcement has been made. A copy will be sent to you for your information. Please also note in your communications about the Foundation's grant that although the Foundation is providing financial support for your organization, it is not responsible for the activities undertaken by your organization, and it is important that your communications be clear on this point (e.g., stating that the Foundation is providing financial support for your organization is accurate; stating that the Foundation is "sponsoring" any particular projects is not).



December 3, 2018
Mr. Brandon Dennison - 2018 JOB 009
Page 4

The Foundation's Communications Office must also approve, in advance, any press release or other media or public communications, written or electronic, you intend to issue concerning the awarding of the grant. The Foundation must also approve, in advance, any use of the Foundation's logo. Grantees are free to disseminate information about their experiences and findings during the course of the project to those who might benefit from this knowledge; in that connection, the Foundation views itself as an active partner that can further enhance and expand communications outreach and expects to be notified in advance regarding media outreach. For further information or assistance related to communications concerning this grant, please contact the Foundation's Communications Office (**e-mail: media@rockfound.org; phone: 212-869-8500; fax: 212-852-8441**).

The Foundation's web site will include a brief description of this grant. On occasion, the Foundation also posts grantees' publications and other related items on its website. In addition, such information is provided to the Foundation Center and to media and other organizations that provide grantseekers and researchers with information about the interests and activities of private foundations.

Governing Law. This agreement is governed by and should be construed in accordance with the laws of the State of New York, USA applicable to agreements made and performed there, without regard to its conflict of laws principles.

Authority to Sign. The person signing this Grant Agreement on behalf of the Coalfield Development Corporation represents and certifies that she or he has full, express power and authority to do so.

Entire Agreement. This agreement constitutes the entire understanding between us with respect to its subject matter and supersedes all prior agreements, discussions or representations between us. Any modification of this agreement must be in writing and signed or sent electronically by the Foundation's Office of Grants Management.

It is a pleasure to report this action to you.

Sincerely yours,

Shari Patrick
General Counsel
& Corporate Secretary

Copy to: Jina Belcher
Lauren Kemp
Gail Patton
Sam Sarcone
Ryan Stoner
Marilyn Wrenn



December 3, 2018
Mr. Brandon Dennison - 2018 JOB 009
Page 5

The undersigned organization agrees to the terms and conditions set forth in this letter.

COALFIELD DEVELOPMENT CORPORATION

Signed: Brandon M. Dennison

Name: BRANDON M. DENNISON

Title: CEO

Date: 12/4/18

ADDENDUM 1: DELIVERABLES AND PAYMENT SCHEDULE

Deliverables	Due Date	Payment Amount
<ul style="list-style-type: none"> • Grant Agreement-Countersigned • Banking Information 	N/A	\$1,000,000
<ul style="list-style-type: none"> • Interim Narrative Report covering the period: December 1, 2018 - November 30, 2019 • Interim Financial Report covering the period: December 1, 2018 - November 30, 2019 	By January 31, 2020	N/A
<ul style="list-style-type: none"> • Final Financial Report covering the period: December 1, 2019 - November 30, 2020 • Final Narrative Report covering the period: December 1, 2019 - November 30, 2020 	By January 31, 2021	N/A

Any modifications to this table which are approved by the Foundation will be reflected in the Grantee Portal.

It is crucial that narrative and financial reports follow the guidelines listed below. Please utilize this checklist before submitting a narrative and financial report. Incomplete reports will not be accepted. All Deliverables should be clearly identified by referencing the language in the table above.

Narrative Reports should:

- ✓ Include an executive summary;
- ✓ Clearly indicate the time period that the report covers;
- ✓ Detail progress made in achieving the agreed upon milestones (if applicable);
- ✓ Indicate lessons learned that may inform your future work;
- ✓ Describe any challenges and how they were addressed;
- ✓ Indicate compliance with the terms of this Grant Agreement; and
- ✓ Be signed by (or submitted electronically by or on behalf of) the principal investigator or another appropriate official of the organization.

Financial Reports should:

- ✓ Specify the time period covered by the report;
- ✓ Be submitted in four columns: the first column should reflect the original budget (as amended, if applicable), the second column should show actual expenditures against the budget categories, the third column should show the balance (budget minus expenditures), and the fourth column should show the percentage of change between columns one and two;
- ✓ Be in U.S. dollars, indicating exchange rates if converting from a different currency (adding columns to show the exchange rates, if necessary);
- ✓ Include a narrative explanation of any variances from the budget in excess of 10 percent;
- ✓ Include a statement that the grant funds were used solely for the purpose for which the grant was made;
- ✓ Be submitted in Excel if at all possible;



December 3, 2018
Mr. Brandon Dennison - 2018 JOB 009
Page 7

- ✓ If applicable, include a report on unexpended funds in addition to funds subsequently received if a prior financial report shows unexpended funds;
- ✓ Include a revised budget for the remainder of the grant if the report shows a significant balance on hand (and please note that if grant funds remain unpaid, the payment schedule for the remaining funds may be changed based on the new budget); and
- ✓ Be signed by (or submitted electronically by or on behalf of) a financial officer of the institution.

All grant reports and deliverables should be submitted via the Grantee Portal (<https://granteeportal.rockefellerfoundation.org/>). Questions regarding report submissions should be directed to **Officeofgrantsmanagement@rockfound.org**.

All documents listed above under "Deliverables," other than the signed grant agreement, are included in the "Deliverables" for purposes of this Grant Agreement.

ADDENDUM 2: BUDGET

CTC Budget Allocation

DESCRIPTION	AMOUNT
UFI personnel to coach, advise, and grow social enterprises at SEEDs	\$250,000
Coalfield personnel to incubate social enterprises and train formerly unemployed people according to 33-6-3 model (and administer grant)	\$300,000
SEED grants to be split among 10 SEEDs according to competitive criteria	\$400,000
Central Appalachian Network (CAN) sub-grant to grow sales channels for social enterprises and advise on scale	\$50,000
TOTAL (MUST EQUAL \$1,000,000)	\$1,000,000

Grant Agreement Between Appalachian Regional Commission and Coalfield Development

ARC Contract Number: PW-19342-IM-18	
Project Title: SEED-LIFT: Social Enterprise and Economic Diversification - Leveraging Investment For Transformation	
Grantee: Coalfield Development P.O. Box 1133 Wayne, WV 25570 Grantee's EIN: 26-3836207 Project Director: Marilyn Wrenn Telephone Number: 304-437-2741 Grantee's Email: mwrenn@coalfield-development.org	ARC Project Coordinator: Ray Daffner Telephone: 202-884-7777 Fax: 202-884-7691 Email: RDaffner@arc.gov State Administration/Liaison Officer:
Part I - Special Provisions	

1. Statement of Purpose - Incorporation of Proposal:

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to provide funding for a project that seeks to overcome the impact of the coal industry's decline with large-scale solutions that achieve multiple economic outcomes in Southern West Virginia's coalfields, rather than narrowly focused programs. This project, Social Enterprise and Economic Diversification-Leveraging Investment For Transformation (SEED-LIFT), will advance nearly all of ARC's Strategic Investment Goals through a social enterprise-based approach that scales Coalfield Development's innovative economic diversification strategy.

By leveraging ARC investment, and through much local collaboration, the following activities will be undertaken: 1) Improve the education and skill-sets of residents to ensure workforce readiness by growing the impact of the 33-6-3 Work-Education-Life skills training model, replicating it in at least five new communities. 2) Strengthen southern West Virginia coal community downtowns through community-based real-estate development, utilizing social-entrepreneur-oriented revitalization concepts, and leveraging public and private financing. These deals are mixed-use and mixed income, taking historic abandoned buildings and hiring local people through the 33-6-3 model to revitalize these structures according to the needs of entrepreneurs. This activity includes on-the-job-training in historic preservation trades, through partnership with the Carpenter's Union and Preservation Alliance West Virginia, and focuses work with community leaders first in Ft. Gay, WV, Kimball, WV, and Mt. Hope, WV and then in additional downtowns based on partnership building criteria. Public trainings will be offered for local contractors to earn certification in historic preservation trades, resulting in restored assets and hubs of commerce for coal-impacted communities, which attract new visitors and new investment to downtowns. 3) Continue to grow the Coalfield Development network of employers, leading to customized reemployment training and new job placement for unemployed people and youth. So far, 100% of Coalfield graduates have earned full-time employment. To accommodate a growing number of graduates, Coalfield will conduct extensive outreach

to expand the network of employers and to seek their input on specialized training needs. Coalfields will also begin a focus on launching entrepreneurial endeavors, providing business planning, market access, introduction to investors, and licensing and registration in construction trades for aspiring small business owners that graduate Coalfields programs, while recognizing that a majority of graduates may not yet be ready small business ownership. Coalfields will also expand these offerings to youth. In many communities, residents are facing the third generation of people who have not have been connected meaningfully with employment and are accustomed to receiving transfer payments, but not pay checks. To break this cycle Coalfield is actively engaging with youth and is designing a program that will give more youth a sense of their employment potential. 4) Create new economic opportunities for unemployed people by recapitalizing existing social enterprises and expanding job creation and business development. Five social enterprise will continue operations targeting promising economic sectors: Refresh Appalachia, Reclaim Appalachia, Rediscover Appalachia, Revitalize Appalachia, and Rewire Appalachia working in agriculture, reclamation, arts and cultures, construction, and solar installation respectively. Each independent enterprise is expected to earn at least 50% of its revenue through sales. Historic revenue growth of 10% annually has been achieved, exceeding \$600,000 in 2017, and is on track for \$1MM in sales in 2018. The family of enterprises have created over 100 new jobs, and fresh ARC investment will enable the enterprises to reach more unemployed people. Each of the five "Re's" operates like an independent business and will eventually become stand-alone subsidiaries. These social benefit-corporations (B-Corps) will remain true to the values of Coalfield (legally mandated according to B-Corp rules), but will operate independently as for-profits. Rather than growing one huge organization, Coalfields will have a nimble, innovative core that can quickly create businesses (and therefore jobs) over and over again in a regenerative fashion as new opportunities emerge. Coalfields will protect these Re's, making fiscally sound, administratively tight, and reasoned risk-taking supporting innovate solutions in coal impacted communities. All the Re's employ the 33-6-3 model.

A new component to the family of social enterprises is SustainU, LLC, a clothing manufacturer and social enterprise based out of Morgantown, WV, which is moving manufacturing to Southern West Virginia. SustainU hires people recovering from drug addiction, is a pioneer in recycled fabrics, and generates sales of \$1,000,000 per year. Net income from this Re will be reinvested in Coalfield community development programs and further accelerate the resurgence of manufacturing in the region.

As a result of these activities, the grantee projects the following outcomes and impacts: 18 businesses served; 7 communities improved; 60 jobs created; 3 new businesses created; Revenues increased by 35%; 50,000 sq ft of redeveloped downtown space; and \$7MM in Leveraged Private Investment.

ARC support will underwrite personnel, equipment, supplies, and contractual costs.

This grant is made under the Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Initiative, which is an integrated, multi-agency effort to align and invest federal economic and workforce development resources in communities and regions negatively impacted by changes in the coal economy.

This project shall be carried out in general accord with Grantee's proposal, received at ARC on July 25, 2018 as modified by "Responses to Questions for POWER Application #789 asked 07 13 18 - Date of response 08 13 18.pdf". Grantee's modified proposal is incorporated by this reference as a supplement to Part I. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

2. Order of Precedence:

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, the Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Initiative: POWER 2018 Grants Funding Announcement, the Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the attached Grant Administration Manual, and any incorporated Supplements. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

3. Reports:

A progress report for each 120-day period and a final report are required under this agreement (see Part II, Article 4). Income statements, balance sheets and quarterly reports are required for each of the social enterprises.

4. Consideration and Method of Payment:

A. Total.

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$2,034,667 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$560,000 in cash, contributed services, or in-kind contributions, as approved by ARC.

B. Method.

Progress and advance payments not to exceed 90% of total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive any balance of funds which may be due under this agreement (see Part II, Article 11).

5. Budget:

Costs will be determined in general accord with the budget submitted on 7/31/2018, which is hereby incorporated into this agreement as Supplement B to Part I, subject to the terms of this Grant Agreement and pertinent ARC Code Provisions.

6. Period of Performance:

The grant period of performance shall be 6/1/2018 through 6/15/2020.

7. Federal Retention of Interest:

Title to equipment and/or real property purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment and/or real property must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment and/or real property is disposed of or transferred to a use outside the scope of the ARC objectives, an amount equal to the value of the ARC share at the time of disposal must be refunded to ARC. It shall be Grantee's responsibility to monitor all use to ascertain that the equipment and/or real property is being used primarily for the purposes of the grant and to notify ARC promptly in the event that the equipment and/or real property is no longer being used for such purposes.

Charles Howard-9/26/2018

9/26/2018

Charles Howard
General Counsel

Date

Brandon Dennison-9/26/2018

9/26/2018

Brandon Dennison
CEO

Date

Part II
Appalachian Regional Commission
Grant Agreement: General Provisions

Article 1 General Procedures.

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

Article 2 Restrictions on Use of ARC Funds.

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

Article 3 Work Plan/Detailed Budget.

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

Article 4 Reports.

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

Article 5 Contracting Procedures

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

Article 6 Subcontracting.

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

Article 7 Coordination and Non-Duplication.

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

Article 8 Project Personnel.

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

Article 9 Compliance with Applicable Laws.

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies

provided elsewhere by law, regulation, or agreement.

Article 10 Retention of Rights.

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

Article 11 Method of Payment.

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive

any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

NOTE: All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

Article 12 Grant-Related Income.

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

Article 13 Rebates and Discharges from Liability.

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

Article 14 Records /Audit.

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be

reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

Article 15 Responsibilities.

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

Article 16 Grantee's Principal Personnel.

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

Article 17 ARC Representative.

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

Article 18 State Administration and Liaison Officer.

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this

Agreement.

Article 19 Disputes.

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

Article 20 Suspension/Termination for Cause.

The ARC shall have the right, upon written notice to the Grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other ARC grant agreement.

Article 21 Termination for Default.

The ARC may, by written notice to Grantee, terminate this Agreement in whole or in part in accordance with Part 52.249 of the Federal Acquisition Regulations' "Default (Fixed-Price Supply and Service)" clause in effect on the date of this Agreement including, but not limited to provisions regarding failure to perform due to causes beyond the control of Grantee, the status of completed and partially completed work after termination for default, excusable default, ARC's right to reprocure, and other remedies. Such regulations are incorporated by reference as part of this Agreement. The rights and remedies of the ARC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 22 Termination for Convenience.

The ARC may, by written notice to the Grantee, terminate this Agreement in whole or in part for the convenience of the Commission, whenever the ARC determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the Grantee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

Article 23 Official Not to Benefit.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

Article 24 Covenant Against Contingent Fees.

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 25 Equal Opportunity.

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities.

Article 26 Patent Rights.

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

Article 27 Statement of Federal Funding.

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this Agreement, Grantee agrees and warrants that it shall clearly state:(1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

Article 28 Lobbying.

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

Article 29 Copyrights.

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contact funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.



[Office of the Governor](#) > [News](#) > [Press Releases](#) > [2018 Press Releases](#) > Gov. Justice, Sen. Capito Announce Locations of Opportunity Zones in West Virginia

Gov. Justice, Sen. Capito Announce Locations of Opportunity Zones in West Virginia

5/18/2018

CHARLESTON, WV - Gov. Jim Justice and U.S. Sen. Shelley Moore Capito announced today that the U.S. Department of Treasury has certified 55 Opportunity Zones across West Virginia that will now be eligible for a new federal tax incentive designed to encourage private investors to make capital investments in those areas.

Opportunity Zones were created and added to the federal tax code as a result of President Donald J. Trump's Tax Cuts and Jobs Act of 2017, that was approved by Congress on Dec. 22, 2017. Qualified Opportunity Zones retain the designation for 10 years.

"These Opportunity Zones will help to revitalize many areas across West Virginia and spur private investments that will create economic growth, new development and job opportunities for our citizens," said Gov. Justice. "This is more great news for our state. It continues our movement forward and the hope for brighter days ahead."

"Congress passed and President Trump signed the *Tax Cuts and Jobs Act* last year to provide tax relief, benefits, and opportunities to families, workers, and small businesses in West Virginia and across the country. These Opportunity Zones are yet another way tax reform is going to help West Virginians create jobs, drive economic growth, and attract investment in areas that need it most," Senator Capito said. "I was proud to co-sponsor the provision in the new tax law that makes Opportunity Zones possible, and I look forward to continuing to work with state and local leaders to make the most of this new economic development tool."

[For a list of West Virginia's 55 Opportunity Zone designations click here.](#)

Contact Information

Butch Antolini, Butch.Antolini@wv.gov

Office Phone:

304.558.2000 or 1.888.438.2731

Sponsor	Census Tracts Nominated	Comments
Boone County	54005958300	Former mine site in Boone County with mountain top development opportunities
City of Bluefield	54055002400	Parts of Bluefield, all of Oakvale, Princeton area, as well as the east side of I-77 Exit 1, the east side of Exit 9, and also encompasses the John Nash Boulevard Development Area
	54055002300	Contains parts of Bluefield, Stony Gap, Maple View, Ceres, Green Valley, Maple Acres, Glenwood, and Princeton, as well as the west side of I-77 Exit 1, the west side of Exit 9, and also encompasses several industrial parks, Mercer Mall and the Princeton Hunnicutt Sports Complex.
City of Charles Town	54037972505	Downtown central Charles Town, Hollywood
	54037972506	Langlet Farm/WVU Medical area
City of Charleston	54039000900	Downtown Central Business District
	54039001200	Warehouse District/East End (north of Washington Street to Piedmont and Brooks to Greenbrier)
	54039000800	Near West Side/Elk City (south of Washington Street west to Kanawha River and Elk River to Park Avenue)
	54039001700	Kanawha City (44th Street south of MacCorkle to east City limits)
City of Clarksburg	54033030100	Central Business District of the City of Clarksburg
City of Grafton	54091964600	City of Grafton including US Route 50 and 119
City of Huntington	54011010900	West End Huntington
	54099005200	Westmoreland
	54011000600	Huntington's Downtown District
City of Martinsburg	54003971700	Martinsburg's core downtown and prime redevelopment areas, situated along our main corridors of Queen Street, King Street, and North Raleigh Street
	54003971500	Martinsburg's core downtown and prime redevelopment areas, situated along our main corridors of Queen Street, King Street, and North Raleigh Street
	54003971600	Martinsburg's core downtown and prime redevelopment areas, situated along our main corridors of Queen Street, King Street, and North Raleigh Street
City of Morgantown	54061010102	Sunnyside Neighborhood in City of Morgantown
City of Parkersburg	54107011000	Downtown Parkersburg Central business district
	54107000701	Mixed manufacturing, commercial and residential areas near Route 50 and the Little Kanawha River
City of Princeton	54055001300	Downtown Princeton
City of Ranson	54037972401	Old Town Ranson
City of Ronceverte	54025950700	Development opportunities in city of Ronceverte, located between US 219 and US 63, 5 miles from I-64
City of South Charleston	54039013100	Spring Hill in South Charleston
	54039013000	Spring Hill in South Charleston
Town of Union	54063950200	Town of Union and Greenville near US route 219
City of Weirton	54029021300	Weirton's downtown corridor
City of Wheeling	54069002700	Industrial, commercial and residential opportunities in Wheeling near WV Route 2, I-70 and I-470 and Ohio River
City of White Sulphur Springs	54025950100	White Sulphur Springs - Greenbrier Valley revitalization and commercial development/redevelopment projects

City of Williamson	54059957400	Centralized downtown business district
Eastern Panhandle RPDC	54065970800	A contiguous tract with potential projects located at Coolfont Resort in Berkeley County as well as improvements to vacant commercial facilities in Morgan County, WV.
Jefferson County Development	54037972402	Residential and industrial/commercial areas near I-81 in Martinsburg
	54037972300	Industrial/Commercial acreage near I-81 and Ranson
	54037972800	Residential and industrial/commercial areas south of Charles Town
Marshall County	54051020200	Contiguous tract located in Mashall county in the near of shale gas, oil reserves and industrial companies/sites
New River Gorge Dev Auth	54081000400	Greater Beckley Area
	54081000200	Greater Beckley Area
Morgantown research	54061010600	White Oak area
Upshur County Development	54097966700	Buckhannon's historic downtown district
	54097966800	Developable sites in proximity to Corridor H
Town of Gilbert	54059957700	A potential project to enhance the tourism industry in the town of Gilbert
City of Fairmont	54049020700	Business development sites with large acreage near the I-79 corridor
	54049020100	Fairmont's downtown historic district
New River Gorge Regional Dev	54067950200	Industrial development opportunities in Summersville and surrounding areas
Hampshire County Dev Authority	54027968200	Developable land near Capon Bridge in close proximity to US RT50 and I-81
Morgantown	54061010201	The Flatts
Wyoming	54109003100	Development opportunities including John D. Rockefeller IV Industrial Park
Mason	54053955102	Apple Grove
Wetzel	54103030400	Wetzel County in the center of shale gas exploration and production
Tyler County	54095961800	Developable sites near Paden City Industrial Park near the Ohio River
Randolph County	54083966100	Historic downtown area of Elkins, Elkins Railyard, Davis & Elkins College, Davis Medical Center campus, a variety of residential neighborhoods, and government office buildings
Jackson Co	54035963400	Developable land including Jackson County Industrial Park
	54035963300	City of Spencer
Nicholas co	54067950100	Town of Bath area
Summers Co	54089000700	Hinton, WV near I-64 at Sandstone

THRESHOLD CRITERIA

FORMER BLACK DIAMOND FACILITY, HUNTINGTON, WV

1. Application Identification:

- a. Full Name: Coalfield Development Corporation
- b. Address: 312 Hall Street, P.O. Box 1133, Wayne, WV 25570
Coalfield Development Corporation is a nonprofit organization (501(c)(3).
Organization non-profit status documentation is attached.

2. Previously Awarded EPA Cleanup Grants:

Coalfield Development Corporation has not previously received an EPA Brownfields Cleanup grant.

3. Site Ownership:

Coalfield Development Corporation is the sole, fee-simple owner of the brownfield site.

4. Site Information:

- a. Site Name: Former Black Diamond Facility
- b. Address: 2923 Park Avenue, Huntington, WV 25704
- c. Owner: Coalfield Development Corporation

5. Status and History of Contamination at the Site:

- a. Site Contaminants: Hazardous Substances
- b. Site History: Used for parts manufacturing for military biplanes and military jeeps, mining equipment manufacturing, metal painting, and electrical transformer repair
- c. Environmental Concerns: Volatile organic compounds (tetrachloroethylene, trichloroethylene), heavy metals (arsenic, lead), polychlorinated biphenyls (PCB's), and asbestos
- d. Contaminant History: Heavy metals are present in surface and subsurface soils. PCB's are present in building concrete and dust/debris. Chlorinated solvents are present in groundwater. Asbestos is present in building roof materials.

6. Brownfields Site Status:

- a. National Priorities List: The site is not listed or proposed for listing on the National Priorities List.
- b. CERCLA: The site is not subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA.
- c. Site Jurisdiction, Custody, or Control Status: The site is not subject to the jurisdiction, custody, or control of the U.S. Government.

7. Environmental Assessment Information:

A Phase I Environmental Site Assessment following ASTM-E1527-13 standards has been completed for this site, and a Phase II Environmental Assessment following ASTM-E1903-11 standards has been completed for the site.

8. Enforcement / Other Actions:

There are no known ongoing or anticipated environmental enforcement or other actions related to the site.

9. Property-Specific Determination:

The site does not require a Property-Specific Determination.

10. Threshold Criteria Related to CERCLA / Petroleum Liability:

The site is contaminated primarily with hazardous substances.

a. Property Ownership Eligibility – Hazardous Substance Sites

Coalfield Development Corporation is the sole owner of the property, and qualifies for EPA cleanup grant funding, as a “bona fide prospective purchaser”. A Phase I Environmental Site Assessment, complying with “All Appropriate Inquiry” standards, was performed on the site within 180 days prior to Coalfield Development Corporation taking ownership of the property.

11. Cleanup Authority and Oversight Structure

a. The site will be enrolled into the West Virginia Department of Environmental Protection’s (WVDEP) Virginia Voluntary Remediation Program (VRP). This program requires the use of a West Virginia Licensed Remediation Specialist to oversee and supervise all remediation activities, including report submittals, field activities, and interactions with WVDEP. The LRS will be contracted through a competitive procurement bid procurement process.

b. Off-site groundwater assessment activities are included in the project. Access to off-site properties will be required. Coalfield Development Corporation will work in conjunction with the City of Huntington, a project partner, to obtain use of streets and alleys for installation of groundwater monitoring wells. If private property needs to be accessed, Coalfield Development Corporation, through its contracted LRS, will provide details of the planned activities to the private property owner. Since only groundwater contaminants are being investigated, and the local area does not use groundwater for any purposes, access to private property, if warranted, is expected to occur.

12. Community Notification

a. Draft Analysis of Brownfield Cleanup Alternatives (ABCA)

A draft ABCA was prepared for this site, evaluating site conditions, applicable regulations and cleanup standards, evaluation of cleanup alternatives including effectiveness, ability to implement, and cost. The draft ABCA, attached, was made available to the public as part of community notification and associated public meeting activities.

- b. **Community Notification Ad**
A community notification ad was placed in the local newspaper on January 11, 2019, well prior and more than 14 days prior to the submission of Coalfield's application. This ad provided information to the community on the availability of the grant proposal summary for review, information related to the draft ABCA, where the grant proposal summary was located, and public meeting announcement.
- c. **Public Meeting**
A public meeting was held on January 17th, 2019 specifically for discussion of the proposed activities to be undertaken on the site. No comments or questions were received from the public.
- d. **Copy of ABCA, community notification ad, a summary of the meeting, and meeting sign-in sheet are attached.**

13. Statutory Cost Share

- a. **Cost Share**
Coalfield Development Corporation is requesting a Cost Share Waiver. If required, Coalfield Development Corporation will seek to provide required cost share in the form of in-kind and in-kind contributions, from the following sources: (i) Coalfield Development Corporation will provide in-kind professional time from Coalfield staff including Executive Director Brandon Dennison, Development Director Marilyn Wrenn, Enterprise Manager Huffman, Chief Financial Officer Sam Sarcone, and Chief Operating Officer Ryan Stoner, valued at \$95,000 over the course of the project; (ii) Coalfield Development will utilize the in-kind professional services of the Director of the West Virginia Brownfields Assistance Center at Marshall University, George Carico, valued at \$5,000; (iii) Coalfield Development will use its trained remedial work crews to provide in-kind labor contributions valued at \$5,000 for contaminated soil and materials removal; and (iv) as necessary, Coalfield will use cash from its awarded "Communities Thrive" grant from the Rockefeller Foundation, awarded in 2018 to boost Coalfield's social enterprise and job training centers.
- b. **Hardship Waiver Request**
Coalfield Development Corporation is requesting a hardship waiver. The "Hardship Waiver Request" is provided as an attachment.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 08 2011

COALFIELD DEVELOPMENT CORPORATION
C/O DAVIS MAYNARD
PO BOX 695
WAYNE, WV 25570

Employer Identification Number:
26-3836207
DLN:
300111009
Contact Person:
TRACI D BERRY ID# 95129
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 19, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



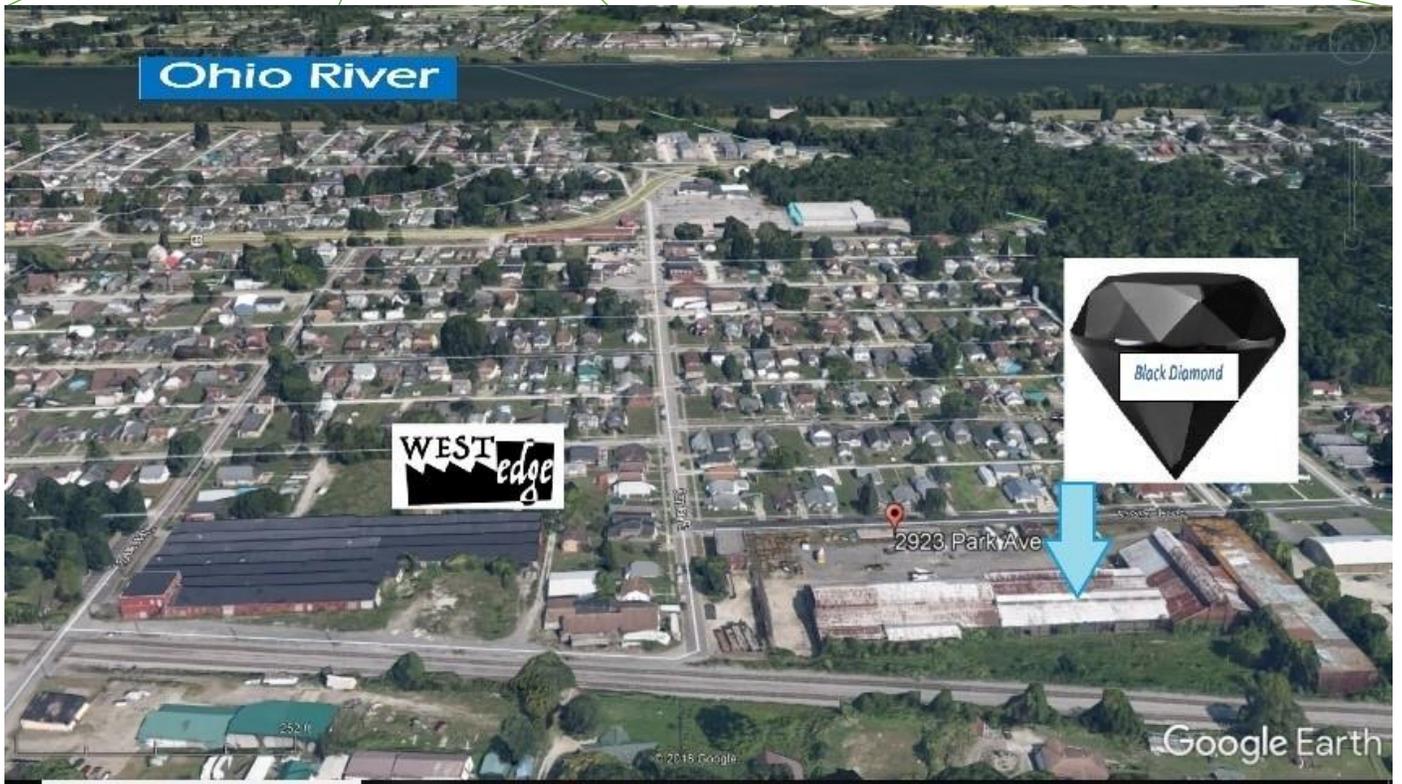
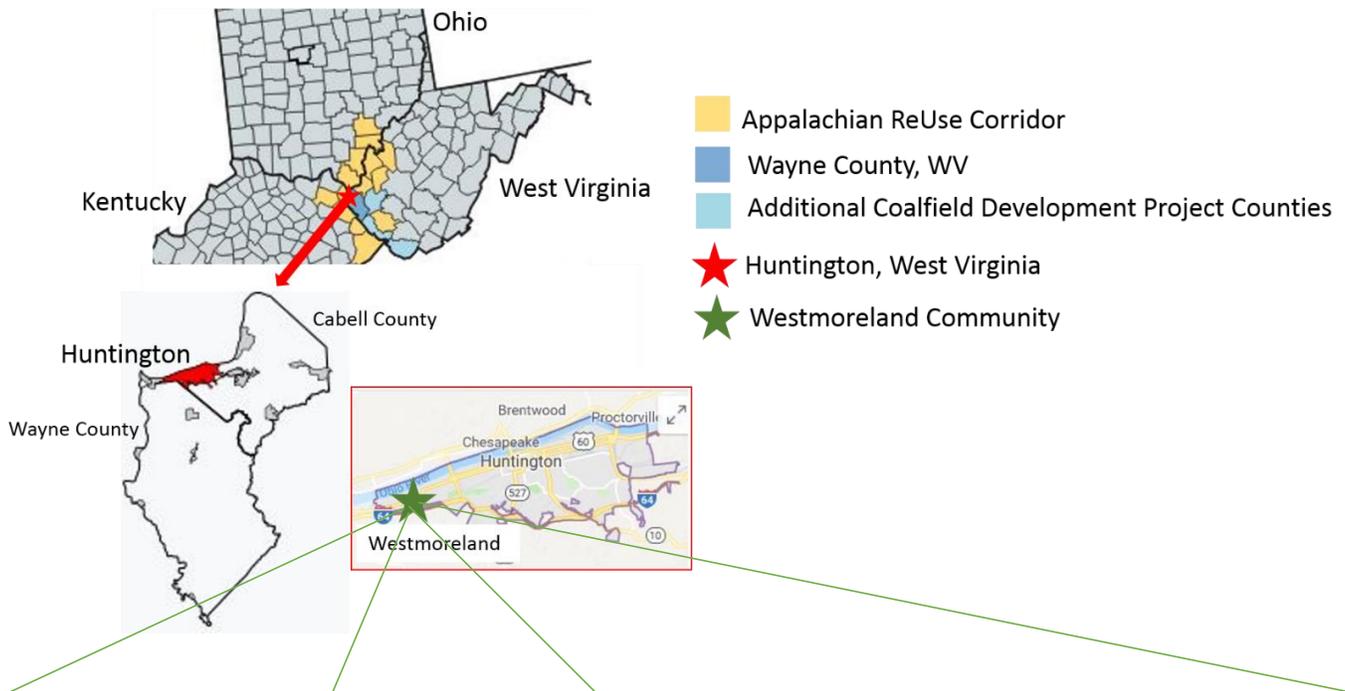
Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Areas Affected by Project:

This project directly impacts the square-mile Westmoreland neighborhood on Huntington, West Virginia's, west side and located in Wayne County, WV. The targeted brownfield is the former 4.89-acre-property known as the Black Diamond facility, located at 2923 Park Avenue, Huntington, WV (Huntington Corp. District 6, Tax Map 8, Parcel 167).



DRAFT Analysis of Brownfields Cleanup Alternatives (ABCA) – Preliminary Evaluation

Former Black Diamond Site, 2923 Park Avenue, Huntington, Cabell County, WV

Introduction and Background

- a. **Site Location** - The Former Black Diamond site is located at 2923 Park Avenue, Huntington, WV. (Huntington Corp. District 6, Tax Map 8, Parcel 167)
- b. **Previous Site Use** - The 4.89-acre property was first developed in the late 1910's to early 1920's, and was utilized for metal fabrication and manufacturing of various products, including parts for military biplanes and military jeeps, and manufacturing of mine car equipment. Operations within the approximately 70,000 square foot building included bulk fuel storage, welding and painting activities. The site was more recently used for preparation and painting of new metal products including structural beams, and part of the property was used for electrical transformer repair.
- c. **Site Assessment Findings** - A Phase I Environmental Site Assessment (ESA) was conducted on the property in December of 1999. An updated Phase I ESA was completed in March of 2017, performed as part of an EPA community-wide brownfields assessment grant being conducted by the City of Huntington. A Site Characterization Report was completed in November of 2004, and a Supplemental Site Characterization Report was completed in June of 2007. Surface soils, subsurface soils, and groundwater have been impacted by contaminants. Materials within the structure are also known to contain contaminants. Contaminants include heavy metals (arsenic, lead) in soils, polychlorinated biphenyls (PCB's) in dust and concrete, asbestos containing materials in the structure (roof system), and chlorinated compounds (tetrachloroethene, trichloroethylene, et. al.) in soils and groundwater. The property was previously entered into the West Virginia Department of Environmental Protection's (WVDEP) Voluntary Remediation Program (VRP), however, the previous owner did not follow through with completing VRP requirements. Subsequently, the property was removed from the VRP program. On January 16, 2019, procured environmental professionals working under an EPA Community-Wide Assessment Grant managed by grantee the Wayne County, WV Economic Development Authority, provided an updated Phase I ESA and All Appropriate Inquiries report to Coalfield Development Corporation.
- d. **Project Goal** (site reuse plan) - The planned reuse for the site is for Coalfield Development Corporation to use the property and its ~50,000 square feet of buildings

for mixed use, including commercial, light manufacturing, bulk material storage, and a training complex, associated with Coalfield's regional enterprise the "Appalachian Reuse Corridor". Coalfields Development Corporation is currently conducting extensive operations and job training activities at the WestEdge Factory, located just west of this Black Diamond Site. Coalfield plans to expand their operations, including wood products manufacturing using reclaimed wood, agricultural composting, upcycling/recycling, CDL-trucking transportation and logistics, and training programs in multiple industry segments, including solar panel assembly and related installation training. No residential use will occur. The property is zoned for commercial and industrial use, which is applicable for site reuse plans.

Applicable Regulations and Cleanup Standards

- a. Cleanup Oversight Responsibility – The site will be re-entered into the State of West Virginia, Department of Environmental Protection's Voluntary Remediation Program (WVDEP VRP). Requirements for this program include the use and oversight of a WV Licensed Remediation Specialist, who will be responsible for overseeing all remediation activities throughout the cleanup program.
- b. Cleanup Standards – The WV VRP includes two levels of cleanup, either residential or commercial / industrial use. Site reuse plans for this site will utilize the commercial / industrial cleanup standards.
- c. Applicable Cleanup Laws and Regulations – Laws and regulations that are applicable to this cleanup include the Federal Small Business Liability Relief and Brownfields Revitalization Act, Federal Davis-Bacon Act, WV Department of Environmental Protection VRP regulations, and City of Huntington requirements for contractors working within City limits. Federal, State, and Local laws regarding procurement of contractors to conduct the cleanup will be followed, and all applicable permits will be obtained prior to work commencing.

Evaluation of Cleanup Alternatives

Cleanup Alternatives Considered - Three potential cleanup alternatives have been evaluated for this site, including:

1. **No Action** – This alternative would simply allow the property to remain “as-is”. The current owner may attempt to sell the property, which would require the buyer to perform removal of multiple contaminants prior to reuse. This alternative should not be considered, as to date no other entities have shown interest in purchasing the property “as-is”. Concerns about the amounts and types of contaminants known to exist on the property is the main reason for no entity pursuing the property. It can be expected, if the structure were to remain “as-is”, minimal interest would be shown from a private developer in the future. The presence of multiple contaminants has greatly reduced the property value. In addition, the site would require continued safety measures to ensure no one enters the subject property, due to the known presence of multiple contaminants, including PCB’s and other contaminants in surface materials.
2. **Removal of All Environmental Contaminants** – This alternative includes removal of all contaminants within the building (asbestos, PCB dust and concrete, removal of all contaminated soils, and removal of groundwater contaminants to allowable levels using groundwater extraction and treatment methods). Under this alternative, the building and property would be considered safe from an environmental perspective, as all contaminants would be removed. Groundwater extraction for treatment would take multiple years to accomplish, resulting in the site being considered safe for re-use.
3. **Removal and/or Capping of Select Environmental Contaminants, and Risk Assessment on Remaining Contaminants for the WV VRP**– This alternative includes in-place management of all recognized asbestos containing materials, removal of all contaminants in building dust and concrete (heavy metals, PCB’s), partial removal and capping of contaminants in surface soils, and long-term monitoring of the impacted groundwater zone together with use restrictions that may include prohibitions on the extraction or use of groundwater. All contaminants will be evaluated using regulations within the WV VRP to determine safe re-use of the site, and management of remaining contaminants via a Land Use Covenant. Deed restrictions for groundwater use and subsurface excavations will be likely components of the final Land Use Covenant.

Cost Estimate of Cleanup Alternatives – The effectiveness, implementability, and cost of each alternative is summarized as follows:

Effectiveness

1. **No Action** – This alternative will not be effective in controlling or preventing exposure to contaminants on the site.
2. **Removal of All Environmental Contaminants** – This alternative will be most effective in preventing exposure / contact to contaminants, as all contaminants will have been removed.
3. **Removal and/or Capping of Select Environmental Contaminants, and Risk Based Assessment on Remaining Contaminants for the WV VRP** – This alternative will be effective in preventing exposure / contact to contaminants. Entering the site into the WV VRP will be effective in limiting future site use to non-residential.

Implementability

1. **No Action** – This alternative is easy to implement since no actions will be conducted.
2. **Removal of All Environmental Contaminants** – Removal of building contaminants is relatively easy to implement, as activities will be performed within the building with limited effects to the surrounding area. It is anticipated that extensive amounts of materials will require off-site disposal (contaminated concrete, debris piles, etc.). Excavation of contaminated soils and materials is moderately difficult to implement. Coordination during cleanup activities (limited site access, dust suppression, site monitoring, etc.) and short-term disturbance to the local community (equipment and trucks moving through the local community) can be expected. The timeframe for cleanup of the groundwater aquifer, which may include off-site contamination, will take a minimum of 5 years to accomplish, and possibly longer, using traditional groundwater extraction and treatment methods. On-going monitoring and maintenance will be required throughout performance of these cleanup activities.
3. **Removal and/or Capping of Select Environmental Contaminants, and Risk Based Assessment on Remaining Contaminants for the VRP** – Removal of building contaminants is relatively easy to implement, as activities will be performed within the building with limited effects to the surrounding area. It is anticipated that appreciable amounts of materials will require off-site disposal (contaminated concrete, debris piles,

some surface soils). Capping of contaminated soils is relatively easy to implement, although subsequent monitoring and maintenance of the caps may require periodic coordination and reporting. Coordination during cleanup activities (limited site access, dust suppression, site monitoring, etc.) and short-term disturbance to the local community (equipment and trucks moving through the local community) are anticipated, but to a lesser extent than a complete excavation process. Off-site installation of groundwater monitor wells will be required to fully define the extent of groundwater contamination, which may promote some difficulty. On-going monitoring and maintenance will be required throughout performance of these activities.

Cost

1. **No Action** – There are no costs for remediation of contaminants. This alternative will incur long-term expenses in limiting access onto the property to ensure public safety. Costs will be incurred into perpetuity without the property being redeveloped, estimated at a minimum of \$5,000 per year.
2. **Removal of All Environmental Contaminants** – While an exact cost cannot be fully established, preliminary estimates indicate complete removal of all contaminants, including all building contaminants, impacted soils and materials, and a minimum of 5 years of projected groundwater treatment, will cost well in excess of \$1,000,000. Depending on long-term groundwater remediation requirements, costs could potentially exceed \$2.0 million.
3. **Removal and/or Capping of Select Environmental Contaminants, and Risk Based Assessment on Remaining Contaminants for the VRP** – Costs will be the same for removal of building contaminants as in the previous alternative, expect that non-friable asbestos containing materials (roof system) will remain in-place and be managed. Capping of soils will be much less costly than complete excavation with contaminated soil disposal and backfilling costs. By entering the site in the VRP, contaminants in soils and groundwater will be allowed to remain, while safe site re-use can occur. The cost for implementation of this alternative is expected to be in the range of \$480,000 to \$500,000.

Recommended Cleanup Alternative - Based on the above cleanup alternatives and associated end results, cleanup alternative number 3, “**Removal and/or Capping of Select Environmental Contaminants, and Risk Based Assessment on Remaining Contaminants for the WV VRP**” is the preferred alternative we are pursuing. Alternative #1 (No Action) cannot be recommended

since it does not address site risks. Alternative #2 (Removal of All Environmental Contaminants) is too expensive for consideration, plus the multi-year timeframe for cleanup completion will hinder site reuse plans. Capping of selected areas is less expensive than excavating extensive amounts of impacted soils and off-site disposal. Since potable water is provided throughout the area, and the impacted groundwater aquifer is not used as a drinking water source in this area, allowance for contaminants to remain and attenuate in impacted groundwater will not impact the local community and/or planned future site use. In addition, performance of a Risk Based assessment to allow contaminated groundwater to naturally attenuate rather than extraction and treatment is far less expensive, and less time consuming. For these reasons, Alternative #3 (**“Removal and/or Capping of Select Environmental Contaminants, and Risk Based Assessment on Remaining Contaminants for the WV VRP”**) is the recommended alternative.

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Legal Notices

CASE NO. 19-0004-G-GI
General investigation, upon the Commission's own motion, to consider proposals for consumer protections, farm taps and filing requirements for applications by natural gas utilities filed pursuant to W.Va. Code §24-2-1k.

NOTICE OF PROCEEDING

Legal Notices

On January 3, 2019, the Public Service Commission of West Virginia opened a proceeding to consider proposals for consumer protections, farm taps and standardized filing requirements for applications filed by natural gas utilities pursuant to W.Va. Code §24-2-1k for investments in natural gas infrastructure.

The Commission will receive comments or proposals regarding standardized filing requirements, farm tap costs and consumer protections according to this schedule:

Initial
4:00 p.m.
February 28, 2019

Reply
4:00 p.m.
March 21, 2019

Comments or proposals must be marked for filing in Case No. 19-0004-G-GI and be addressed to Ingrid Ferrell, Executive Secretary, P.O. Box 812, Charleston, WV 25323. The Commission Order and other filings in this matter may be viewed at the Commission's website, www.psc.state.wv.us. Click on the link for "Case Information" and then click on "Case" and enter Case No. 19-0004-G-GI for the Case Number.

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

**LH-67437
1-11-2019**

NOTICE IN THE CIRCUIT COURT OF CABELL COUNTY, WEST VIRGINIA

CIVIL ACTION NO. 19-JA-45
JUDGE Christopher D. Chiels

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, ex rel., Entela Kalaj, Social Service Worker, Petitioner,

v. ASHLEY MILLER, WILLIAM WHITFIELD, any unknown putative father of ISABELLA MILLER, KIANA MILLER, and ISABELLA MILLER, Respondents.

IN THE INTEREST OF THE MINOR CHILDREN: Kiana Miller, DOB: 09/10/2011, 19-JA-4 Isabella Miller, DOB: 02/13/2018, 19-JA-5

ORDER OF PUBLICATION

Please take notice that this matter will come on for preliminary hearing, adjudication or any other appropriate relief before the Honorable Christopher D. Chiels Judge of the Circuit Court of Cabell County, West Virginia, on the 4th day of March, 2019 at 9:00 a.m., at which time and place you may be present to protect your interests, if you so desire. You are further advised that the minor children and respondents in this proceeding shall have the right to counsel at this hearing and every stage of proceeding; if you cannot pay for the services of counsel, the Court shall appoint counsel for you; and said proceeding can result in permanent termination of parental rights.

You are further advised that if an answer or appearance is not made by you at said hearing, thereafter, judgment upon proper hearing and trial may be taken against you for the relief demanded in the petition, i.e. permanent termination of parental, custodial, or guardianship rights. An original and copies of the petition has been filed in the office of the Circuit Clerk of Cabell County, West Virginia, at the Cabell County Courthouse, and a copy of said petition is available for each respondent at the Prosecuting Attorney's Office upon request. You may also contact the Prosecuting Attorney's Office to obtain the name of the attorney appointed to represent you.

STATE OF WEST VIRGINIA By Counsel,

**Kent L. Bryson, WVSB #7274
Assistant
Prosecuting Attorney
Cabell County,
West Virginia**

**LH-67487
1-11,18,2019**

NOTICE OF TRUSTEE'S SALE

Pursuant to the authority vested in the undersigned Joel P. Jones, Jr., Substitute Trustee by Notice of Substitution of Trustee which notice is of record in the Office of the Clerk of the County of Wayne West Virginia, and by Deed of Trust dated December 9, 2010, executed by Amy Ellison to Sean P. Perdue, Trustee, which deed of trust is of record in the Office of the Clerk of Wayne County, West Virginia, in Trust Deed Book 707 at Page 699, the

Legal Notices

undersigned Substitute Trustee has been re-quested, in writing, by the beneficiary of said deed of trust to sell the real estate described below, as there has been a default under the terms and conditions of said deed of trust. Therefore, the undersigned Substitute Trustee will sell the real estate described in the Deed of Trust, at a public auction on **January 31, 2019, at 10:00 a.m.** to the highest bidder at the front door of the Courthouse of said County of Wayne, in Wayne, West Virginia, which real estate is more completely described as follows:

All that certain tract of land situate in the State of West Virginia, Wayne County, Butler District, on Tabors Creek, and more particularly bounded and described as follows:

BEGINNING at a 24' white oak on the east side of West Virginia Secondary State Route No. 37/2 in the lands of Ruye Cavins, et ux, and his heirs, a corner to Lee & Linda LeForrest, a plat recorded in BK 444, PG 523, and with this survey the following:

South 46°.50 East 117.63 feet to a 17' white oak. Thence South 78°.06 East, 164.49 feet to a 20' black oak. Thence South 78°. 31 East, 110.99 feet to a 10' beech, this being the beginning point for the tract to be conveyed. Thence South 78°.31 East 130.00 feet to a twin pine. Thence South 11°.29 West, 184.41 feet to a poplar. Thence north 23°.41 West, 225.40 feet to a 10' beech, to the point of BEGINNING, containing .27 acres, more or less.

TERMS OF SALE

1. Cash in hand paid on the day of sale.

2. The sale of the property will be made subject to all matters having priority over the deed of trust referred to herein including but not limited to any and all assessments and taxes against said property, all prior liens, encumbrances, lease, restrictions, covenants, conditions, rights of way and easements of any nature whatsoever.

3. The purchaser shall be responsible for the payment of the transfer taxes imposed by West Virginia Code §11-22-2.

4. The subject property will be sold in "AS IS" condition. The Substitute Trustee makes no representations and warranties of any kind or character including, but not limited to, the condition of the real estate or the title to the real estate to be conveyed.

5. The Substitute Trustee shall be under no duty to cause any existing tenant or person occupying the subject property to vacate said property.

6. The Substitute Trustee reserves the right to adjourn the sale, for a time, or from time to time, without further notice by announcement at the time and place of the sale described above.

7. The beneficiary of the Deed of Trust and holder of the note thereby secured reserves the right to submit a bid for the property at the sale, which bid may be in the form of a credit bid.

8. Such other terms as may be announced at the time of Sale.

Given under my hand this 9th day of January, 2019.

**Joel P. Jones, Jr.,
Substitute Trustee
304-529-8560**

**LH-67461
1-11,18,2019**

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Public Notice of EPA Brownfields Cleanup Grant Application by Coalfield Development Corporation

Coalfield Development Corporation is announcing plans to submit a cleanup grant application to the Environmental Protection Agency (EPA) for cleanup of the former Black Diamond site, located at 2329 Park Avenue in Huntington, WV. This property has had environmental assessment activities performed in the past, including a Phase I and Phase II Environmental Site Assessment. Assessment results indicate the presence of semi-volatile organic compounds, heavy metals, and PCB's in concrete, soils and/or groundwater. These environmental impacts require remediation prior to site redevelopment and reuse.

This application is requesting EPA funds to help fund cleanup activities on the site. The EPA encourages public participation in these applications to ensure the local community is being informed and allowed to comment and provide input into the project.

As part of Coalfield Development Corporation's community interaction efforts, the public is invited and encouraged to review and comment on proposed cleanup plans. A summary of the project and proposed activities, and an Analysis of Alternatives, will be made available January 17, 2019, between 6:00-7:00 p.m. The meeting will take place at Westmoreland Woman's Club located at 2962 Bradley Road, Huntington, WV. These materials will also be available for public review through January 31st, 2019 at Coalfield Development Corporation's offices, located at 312 Hall Street, Wayne, WV.

For questions or additional information, please contact Brandon Dennison or Marilyn Wrenn, at 304/501-4755 during normal business hours.

**LH-67467
1-11,2019**

REQUEST FOR BIDS

The Technology Department of the Cabell County Board of Education is seeking bids for 270 Hewlett Packard Probook X360 11 G1 EE Notebook PCs. Full specifications and requirements are available at the Cabell County Board of Education, 2850 5th Ave., Huntington, WV, 25702 at the information desk on the first floor or at the link: http://www.cabell.k12.wv.us/technology/request_s_for_sealed_bids/. Bids are due no later than 4:00PM, Friday, January 25, 2019. Two hardcopies of bids must be sent to the attention of Jason Jackson, Director of Technology for the Cabell County Board of Education at 2850 Fifth Avenue, P.O. Box 446, Huntington, WV 25709.

**LH-67472
1-11,12,14,2019**

Request for Bids

The Village of Barboursville is now accepting bids on the following equipment: Twenty-two(22) Canister respirators; twenty-two (22) Ballistic eye and face protection; twenty-two (22) Protective puncture resistant gloves; one (1) Ballistic Entry shield, one (1) Blackhawk pack entry kit; one (1) Blackhawk dynamic Monoshock Ram; one (1) Blackhawk electrashield Thunder Sledge. All items must meet the Federal Code Regulations. Sealed bids will be accepted for "Officer Safety Equipment" in the Recorders office between 8am - 4PM Monday thru Friday and will close on Friday, 12:00 noon, January 18, 2019. The Village of Barboursville reserves the right to

HOROSCOPE

By HOLIDAY MATHIS

Creators Syndicate

ARIES (March 21-April 19). Only a fool would go looking for trouble. However, when trouble comes with the territory, dive right in. Employ your emotional and spiritual facilities like faith, courage and passion. Left unused, they will diminish.

TAURUS (April 20-May 20). In the past, there were vast stretches of unspoiled, unknown land to explore. Now all the unknown territories are in the land of ideas. You're an adventurer, prepared to discover something there today.

GEMINI (May 21-June 21). Today's success secret: Prime yourself with a positive self-talk session before the main actions of the day. Decide how you want things to play out, and then psych yourself into the frame of mind that will make it go that way.

CANCER (June 22-July 22). In families, everyone takes a role. Those roles fit together to create a unit. It's like you become who you need to be to make that unit function. And it doesn't always fit your idea of who you would like to be or who you are.

LEO (July 23-Aug. 22). There's a spirit of independence taking hold in you, and you'd really like to see what you can accomplish on your own before you seek advice or partnership.

VIRGO (Aug. 23-Sept. 22). Because you know how to laugh at life, you don't get stressed out over the same things that make other people so nervous. It's beautiful to be around, and it's the quality that will put you in a unique position today.

LIBRA (Sept. 23-Oct. 23). Knowing that people see in others what they recognize in themselves, you will very carefully choose what you call out in others, as well as what you praise and compliment.

SCORPIO (Oct. 24-Nov. 21). When you enter a room, the energy of the room changes as everyone gets a sample of what you bring in. You can hide what you feel, and others might consciously miss it, but unconsciously they cannot help but sample it.

SAGITTARIUS (Nov. 22-Dec. 21). While some strive to be well-liked, others are actually afraid of coming into favor. It can be uncomfortable to be liked, as it can come with expectations and more attention than some people want to receive.

CAPRICORN (Dec. 22-Jan. 19). Pretentiousness gets a bad rap, it's part of the process, and utterly forgivable.

AQUARIUS (Jan. 20-Feb. 18). You embrace responsibility. The essence of responsibility is ownership. It claims things, relationships and other situations and says "mine," mine to figure out, care for, take pleasure in; mine to lose or keep.

PISCES (Feb. 19-March 20). The biblical proverb suggests, "As you sow, so shall you reap." The trouble is that many seeds look alike. This is true both figuratively and literally. Just plant what you have and hope for the best.

TODAY'S BIRTHDAY (Jan. 11). Being able to recognize the profound beauty in a moment is your cosmic birthday gift. This solar return will bring you many such moments -- sacred, loving experiences that, for years to come, will flood your heart with gratitude when recalled. March brings a reunion. June shows a stellar financial opportunity. Cancer and Taurus adore you. Your lucky numbers are: 10, 4, 28, 2 and 15.

Legal Notices

accept or reject any and/or all bids. Specifications may be picked up in the Recorders office until the bid closes. Please direct questions to the Police Department at 304-736-5204.

**LH-67483
1-11,2019**

Request for Bids

The Village of Barboursville is now accepting bids on the following equipment: one (1) "Automated License Plate Recognition". The item must meet the Federal Code Regulations. Sealed bids will be accepted in the Recorders office between 8am - 4pm Monday thru Friday and will close on Friday, 12:00 noon, January 18, 2019. The Village of Barboursville reserves the right to accept or reject any and/or all bids. Specifications may be picked up in the Recorders office until the bid closes. Please direct questions to the Police Department at 304-736-5204.

**LH-67482
1-11,15,2019**

Request for Proposals

The Central West Virginia Regional Airport Authority is soliciting proposals from all interested and qualified parties to operate, manage, and maintain the

Legal Notices

non-exclusive **Food, Beverage, Retail and Vending Concession at Yeager Airport (CRW)**, located in Charleston, West Virginia. The operation and management by the successful Proposer(s) shall include providing quality products and strong customer service and shall be competently managed by a local manager. A pre-proposal meeting is scheduled for **9:00 am local time on January 15, 2018** in the Conference Room located on the second floor of the Airport terminal building. Attendance is strongly encouraged. Sealed proposals are due to the Authority addressed to Central West Virginia Regional Airport Authority Yeager Airport no later than **March 8, 2019 at 11:00 am local time**. Download Request for Proposals at: <https://yeagerairport.com/business-at-crw/>.

**LH-67275
1-11,2019**

Request for Proposals

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Comments Received in Response to Coalfield Development Corporation's
Community Notification of Plan to Cleanup & Revitalize the Black Diamond
Property in Huntington

No comments received.

Coalfield Development Corporation Response to Public Comments

No response issued, as no comments were received.

Notes for Community Notification Meeting

Prior the public meeting, CEO Brandon Dennison met personally with dozens of key stakeholders including local residents, local community organizers, the City Councilwoman for the district in which the Black Diamond is located, the Mayor of Huntington, the Wayne County Economic Development Authority, and leaders of environmental non-profits and local businesses. Additionally, the vision for the project has been included in the dozens of community engagement events held for the WestEdge Factory. All of the people have been strongly supportive of the planned cleanup approach and reuse plans for the long-vacant and long-polluted Black Diamond Property.

Turnout for the public meeting was low, and at this point, there has been no expressed public opposition to the remediation plans at Black Diamond. As a community-based organization, community engagement will be a primary focus moving forward and additional public meetings will be held once better weather sets in.

Black Diamond: EPA Clean up Grant
Public Meeting 1/17/19

	Name	Organization	Email or Phone
1	Brandon Dennison	Coal Fields Development	(304) 501-4755
2	Jacob I. Hannah	Coalfield Development	304-614-8035
3	George Carrico	Marshall University - Brownfields Center	304/696-5456
4			
5			
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HARDSHIP WAIVER REQUEST

COALFIELD DEVELOPMENT CORPORATION – FORMER BLACK DIAMOND FACILITY, HUNTINGTON, WV

The Coalfield Development Corporation is requesting a hardship waiver for the 20% cost share required as part of the EPA Brownfields Cleanup Grant application process, with a requested waiver equal to the full 20% amount, or \$100,000, that would otherwise be required for the \$500,000 federal funding request in Coalfield's submission. This request is based on multiple factors, provided as follows:

1. **Higher than U.S. Average Unemployment rate** – The unemployment rate in Wayne County is 5.6%, which is more than 50% higher than the national rate of 3.7% (September 2018).
2. **Lower than U.S. Average Per Capita Income** – The Per Capita Income for Wayne County is \$20,582, 38% lower than the US level of \$33,205, and 16% lower than the WV level of \$24,478.
3. **Lower than U.S. Average Median Household Income** – In Wayne County, the median household income rate is \$38,905, 10% below the State level of \$43,385, and almost 30% below the national rate of \$55,322.
4. **Population Loss** – Since 1980, Wayne County has lost over 13% of its population. In 1980, the population was 46,021. In July of 2017, the population had fallen to 40,153.
5. **Closure of coal mining operations** – Beginning around 2010, WV began experiencing a most significant and irreversible downturn in the coal mining industry. Mine production has declined from a high of 170 million tons in 2008 to approximately 100 million tons in 2018, or a reduction of 41%. Between 2011 and 2015, more than 400 mining operations ceased, along with an estimated 12,000 high-paying jobs statewide. Mine support jobs, estimated at three times the number of coal mining jobs, or roughly 36,000 additional jobs, were also lost. (WV Coal Association statistics). Estimates for yearly coal production anticipate further declines to well below 100 million tons per year.

An example of the massive job losses that have occurred in the Wayne County in the coal industry includes the May 2015 announcement by Alpha Natural Resources of the closure of its Rockspring Development Camp Creek Underground Mine and Processing Plant, 30 miles south of Coalfield/Black Diamond in East Lynn, Wayne County WV. This closure idled 439 miners, plus several hundred more jobs lost in the coal mining support

industries. Today in Wayne County, no coal is being mined; only mine reclamation activities are occurring.

6. **Non-Profit:** The Coalfield Development Corporation, due to its set-up as a non-profit entity, does not have extra budget funds that can be set aside for projects of this magnitude. Coalfield Development Corporation relies on local, state and federal funds, plus Private Foundation funds, to perform capital projects that support mission. Extra funding to meet the required 20% cost share is not readily available, nor is the organization in a position to borrow funds to meet this requirement.

In the event this cost share request is not granted, Coalfield Development Corporation will provide appropriate match funding, including in-kind contributions from our staff and our project partners, and from other monetary sources including a recent award of a \$1 million “Communities Thrive” grant to Coalfield from the Rockefeller Foundation.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="01/30/2019"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Coalfield Development Corporation"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="26-3836207"/>	* c. Organizational DUNS: <input type="text" value="0118341720000"/>	
d. Address:		
* Street1: <input type="text" value="312 Hall Street"/>	Street2: <input type="text" value="P.O.Box 1133"/>	
* City: <input type="text" value="Wayne"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="WV: West Virginia"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="25570-0000"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Ms ."/>	* First Name: <input type="text" value="Marilyn"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Wrenn"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Chief Development Officer"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="304.437.2741"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="mwrenn@coalfield-development.org"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-18-07

* Title:

FY19 GUIDELINES FOR BROWNFIELDS CLEANUP GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

1234-Areas Affected by Project.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Black Diamond Brownfield Cleanup in Huntington, WV by the Non-Profit Coalfield Development Corporation

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="500,000.00"/>
* b. Applicant	<input type="text" value="100,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="600,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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 218, Section 1001)**

** 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.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed: