

ORDERS—Mason County Commission, W. Va.

TERMS

OCT 24 2024

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

THE COUNTY COMMISSION OF MASON COUNTY met in the courtroom of the courthouse on Wednesday, October 24, 2024 at 4:00 p.m. in regular session. Present were Tracy Doolittle, President; Sam Nibert, Commissioner; Rick Handley, Commissioner; Diana Cromley, County Clerk; and Jason Bechtle, Administrator.

Tracy Doolittle called the meeting to order. Diana Cromley gave the opening prayer, and Rick Handley led the pledge of allegiance.

Zach Adkins with Valley Volunteer Fire Department appeared before the Commission to discuss the County Wide First Responder Program Proposal, a copy of which is attached. The Commission tabled a decision on the matter until more information is received and considered.

Upon motion by Handley and unanimous agreement, the Commission approved Estate Appointments, Affidavits for Small Estates, Orders Appointing Fiduciary Commissioners, Waivers of Final Settlements, Reports of Receipts and Disbursements, Commissioner's Reports of Claims and Final Settlement, and Applications for Corrections of Erroneous Assessments. Copies of which are attached hereto.

Upon motion by Nibert and unanimous agreement, the Commission minutes from the previous meeting were approved with no omissions or corrections thereto.

The Commission executed the Bills and Purchase Orders as required.

Cromley advised the Commission that early voting is seeing record numbers of voters, that election day is November 5 with testing of the equipment at 7 p.m. at the courthouse, and that Canvass will be at 9 a.m. on November 12, 2024.

Upon motion by Nibert and unanimous agreement, the Commission approved the applications of both the Circuit Clerk and the County Clerk for Records Management Preservation Board grants, with the Circuit Clerk having priority.

The Commission further discussed the request for a BEAD (Broadband Equity, Access, and Deployment) support letter for City Net, Frontier and Comcast. Upon motion by Handley and unanimous agreement, the Commission decided to deny support.

Upon motion by Nibert and unanimous agreement, the Commission approved the hire of Winter Nibert to a part-time driver position with the EMS beginning November 1, 2024.

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Upon motion by Nibert and unanimous agreement, the Commission approved Budget Revision #1 to the General Fund and Budget Revision #1 to Coal Severance, copies of which are attached.

Upon motion by Handley and unanimous agreement, the Commission approved a request for a budget modification to the WV DEP Dilapidated Properties grant, Appendix M Property Addition, a copy of which is attached.

Upon motion by Nibert and unanimous agreement, the Commission approved application for a VOCA (Victims of Crime Act) grant.

The Commission directed that research be done on the handling of burial requests for the Henderson Cemetery.

The Commission extended congratulations on Mason County obtaining a CFIA (Courthouse Facility's Improvement Authority) grant.

Upon motion by Nibert and unanimous agreement, the Commission moved to executive session to discuss personnel issues.

Upon motion by Handley and unanimous agreement, the Commission returned to regular session.

Upon motion by Nibert and unanimous agreement, the Commission approved the hire of Morgan Saunders to a full-time position with the Mason County Development Authority as an economic development strategist/administrator. A copy of the letter concerning her hire is attached hereto.

The Commission executed the contract on funding Mason County Public Service District projects with American Rescue Plan Act funds, a copy of which is attached.

The Commission discussed homelessness in Mason County.

The Commission noted that Fire Department leases are being updated.

Upon motion by Handley and unanimous agreement, the Commission approved trying Grantseeker software for one year at a cost of \$5,000.

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County Wide First Responder Program Proposal

To: Mason County Commission

I would like to propose, with the difficulty in finding staff and staffing ambulances in our county that the Mason County Commission, in cooperation with Mason County EMS, and the 6 volunteer fire departments of Mason County implement a voluntary First Responder program.

I propose the Mason County Commission reach out to all 6 volunteer fire departments and inquire about their interest in providing first responder services to their area under West Virginia Division of Health Legislative Rules Title 64, Series 48.

Any department willing to participate would then begin a period of transition and training. Once approved each agency will begin assisting in providing first responder services to critical emergency requests in their respective area within 550 days.

The Mason County Commission would provide funding for each participating department to train up to 6 EMT level responders. Mason County Commission would provide basic supplies to launch the program, a medical bag, and AED for each participating department. Below I have broken down the costs of this program, could be funded using ARPA funds.

Mason County EMS would cover the medical direction, assist with continual training to maintain certification, and insurance.

Initial costs breakdown:

EMT Course and testing: \$854 per EMT

Medical bag for each department: \$950

AED for each department: \$3,800

Total Cost Per Participating Department: \$9,874

Total Maximum Cost: \$59,244

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CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

LGSD BR (Ver. 2023)

Ora Ash, Deputy State Auditor
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5101 or ext. 5118
 Fax: 304-340-5090
 Email: igs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER
 FY: 2025
 Fund: 1
 Rev. No.: 1
 Pages: 1

Mason County Commission
 GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: Jason Bechtle

Phone: 304-675-1110

Fax: 304-675-4982

Email: jbechtle@masoncountywv.gov

200 Sixth Street

STREET OR PO BOX

Point Pleasant

CITY

25550

ZIP CODE

COUNTY

Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance	300,000	548,962		848,962
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

548,962

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies	148,150	548,962		697,112
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

548,962

APPROVED BY THE STATE AUDITOR

BY: _____ Date _____
 Deputy State Auditor, Local Government Services Div.

Sharon Doolittle 10-24-24
 AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

ORDERS—Mason County Commission, W. Va.

TERMS

OCT 24 2024

CASSTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

RESOLUTION

At a regular session of the county commission, held (Month, day and year) October 24th, 2024 the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Mason. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number 1, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Rick Handley, and duly seconded by Sam Nibert the vote thereon was as follows:

<u>Tracy C. Doolittle</u>	<u>Yes</u> or No
<u>Rick L. Handley</u>	<u>Yes</u> or No
<u>Sam D. Nibert</u>	<u>Yes</u> or No

WHEREUPON, Tracy C. Doolittle, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the President is authorized to fix her signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

ORDERS—Mason County Commission, W. Va.

TERMS OCT 24 2024

CASO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

LGSD BR (Ver. 2023)

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5101 or ext. 5118
Fax 304-340-5090
Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

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CONTROL NUMBER
FY 2024-25
Fund 1
Rev No 1
Pages 1

Mason County Commission
GOVERNMENT ENTITY

Person To Contact Regarding Request: 200 Sixth Street COUNTY
Name: Jason Bechtle STREET OR PO BOX Government Type
Phone: 304-675-1110
Fax: 304-675-4982 Point Pleasant 25550
Email: jasonbechtle99@gmail.com CITY ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
298	Assigned Fund Balance	5,000	12,601		17,601
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Revenues (ALL PAGES)			12,601		

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
704	Regional Jail	50,000	12,601		62,601
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Expenditures			12,601		

APPROVED BY THE STATE AUDITOR
BY: _____ Date _____
Deputy State Auditor, Local Government Services Div.

Jason H. Walker 10-24-24
AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

ORDERS—Mason County Commission, W. Va.

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OCT 24 2024

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<u>Rick L. Handley</u>	<u>Yes</u> or No
<u>Sam D. Nibert</u> <i>Sam Nibert</i>	<u>Yes</u> or No

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TERMS ~~_____~~ **OCT 24 2024** _____

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

TRACY C. DOOLITTLE, President
POINT PLEASANT, WV

DIANA N. CROMLEY, Clerk
POINT PLEASANT, WV



RICK L. HANDLEY, Commissioner
POINT PLEASANT, WV

SAM D. NIBERT, Commissioner
GALLIPOLIS FERRY, WV

**THE COUNTY COMMISSION OF MASON COUNTY
COURTHOUSE - 200 SIXTH STREET SUITE 2
POINT PLEASANT, WEST VIRGINIA 25550**

PHONE (304) 675-1110
TAX (304) 675-4982

Justification Letter for Budget Modification

Appendix M

October 24, 2024

The Mason County Commission is requesting a modification to add the property at 1 Wildcat Way, Ashton, WV 25503 and to remove the properties at 905 Huntington Rd. Gallipolis Ferry, WV 25502 and 20159 Charleston Rd. Leon, WV 25123.

The reason for this request is because of the concerns of structural soundness of ingress and degrees points that render the building unusable. The School Board has concerns about squatters or criminal activity that may take place on school grounds. The absence of this building would greatly increase the potential for school activities.

Tracy C. Doolittle, President

Mason County Commission

TERMS _____

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CASO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99



Mario Liberatore
Board President
Mason County Development Authority
305 Main Street
Point Pleasant, WV
mpliberatore@iovhc.com
304-675-1497

10/22/24

Mason County Commission
200 6th Street

Point Pleasant, WV

Dear Mason County Commissioners,

I am pleased to formally announce the hiring of Morgan Saunders as a full-time, \$45,000 per year salaried employee with the Mason County Development Authority, effective November 1st, 2024. Morgan will serve in the role of **Economic Development Strategist/Administrator**, a critical position aimed at advancing the county's strategic growth and development initiatives.

In her new capacity, Morgan will be responsible for developing and implementing economic development strategies, fostering business relationships, and overseeing key infrastructure and community projects. Her wealth of experience in grant writing and administration, coupled with her deep understanding of economic and environmental sustainability, make her an exceptional fit for this role.

We are confident that Morgan's leadership and expertise will greatly contribute to the future success of Mason County's development efforts, and we look forward to the positive impact she will make in our community.

Please join us in welcoming Morgan to this important position. Her start date will be November 1st 2024. Should you have any questions or require additional information, do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Mario Liberatore'.

Mario Liberatore
MCDA Board President
Mason County Development Authority

OCT 24 2024**ARPA SUBRECIPIENT AGREEMENT**

Between
MASON COUNTY COMMISSION, WEST VIRGINIA
and
MASON COUNTY PUBLIC SERVICES DISTRICT (PSD)
FOR AMERICAN RESCUE PLAN ACT ("ARPA") FUNDS FOR
PROJECTS NAMED "2024 COUNTY WATER/SEWER PROJECTS"

THIS AGREEMENT is made between Mason County Commission, Mason County WV (hereinafter "COUNTY"), and Mason County Public Services District (PSD), (hereinafter "RECIPIENT").

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$5,150,422.00; and

WHEREAS, the COUNTY received the second fifty percent (50%) of its SLFRF allocation (\$2,575,211.00) on June 6th, 2022; and

WHEREAS, the RECIPIENT, submitted a request to the COUNTY for \$50,000.00 in COVID-19 relief funds to support construction projects to extend water and sewer coverage to residents, which would include engineering costs, bid costs, and the construction costs of water/sewer lines in various locations; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF funds to assist Water/Sewer organizations within Mason County that have suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and

WHEREAS, under section 602(c)(1)(D) of the ARPA, the COUNTY may transfer funds to make necessary investments in water, sewer, or broadband infrastructure for the purpose of meeting ARPA's goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter "FAQ"); and

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WHEREAS, Section 4.6(d) of the FAQ states that Fiscal Recovery Funds must be used in one of the four eligible us categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule: To make necessary investments in water, sewer, or broadband infrastructure. Section 6.1 "As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure." Thus, making this an eligible use of SLFRF Funds; and

WHEREAS, during their regular public meeting on September 26th, 2024, the Mason County Commissioners (hereinafter "COMMISSION") approved the aforementioned request from the RECIPIENT subject to all federal, state, and local guidelines regarding the usage of SLFRF funds, including any contractual guidelines set forth by the COMMISSION, as well as any audit requirements established by the West Virginia State Auditor's Office (hereinafter "WVSAO"); and

WHEREAS, attached to this agreement as "Exhibit A", is a listing of each project, a description and the funding amount; and

WHEREAS, the COUNTY and RECIPIENT desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than June 30, 2026, unless terminated by the COUNTY in writing.

2. GRAND TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT

The grand total sub-award of SLFRF funds to be disseminated by the COUNTY to the RECIPIENT as part of this Agreement shall not exceed \$50,000.00.

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in Section 4.6(d) and 6.4 of the US TREASURY ARPA FAQ, which states Section 4.6(d) of the FAQ states that Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule: To make necessary investments in water, sewer, or broadband infrastructure. Section 6.1 "As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure."

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CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the RECIPIENT, upon receipt of funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on a itemized invoices, and shall also provide any backup documentation to support such expenditures. Said invoices must include a statement, signed by the RECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. Expenditures shall be submitted to the COUNTY no less than once per month. No expenditure reports may be submitted to the COUNTY after October 1, 2026.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

Upon receipt of the RECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible ARPA expenditures therein within twenty (20) days of receipt of said reimbursement request. The dissemination of SLFRF funds shall only occur after the COUNTY reviews the RECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified in the ARPA. All payments from the COUNTY to the RECIPIENT are contingent on the availability of SLFRF funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

6. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the RECIPIENT.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

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9. HOLD HARMLESS AND INDEMNIFICATION

The RECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

11. MAINTENANCE AND AUDIT OF RECORDS

The RECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the WWSAO, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT

Mason County Public Service District
101 Camden Ave
Point Pleasant, WV 25550

COUNTY

Mason County Commission
Attn: Jason Bechtle (County Administrator)
200 6th St.
Point Pleasant, WV 25550

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of West Virginia, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Mason County, West Virginia.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 24th day of October, 2024.

SUBRECIPIENT
Mason County Public Supply Division

MASON COUNTY COMMISSION
MASON COUNTY, WEST VIRGINIA

BRENT L. CLARK
Print Name

Tracy Doolittle
Tracy Doolittle, President

Brent L. Clark, 10/25/2024
Signature Date

Rick Handley
Rick Handley, Commissioner

Sam Nibert
Sam Nibert, Commissioner

ATTEST:

Diana Cromley
Diana Cromley Date
Mason County Clerk

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

Exhibit A

Project Name	Description	Amount
Sewer Engineering Evaluations	To ensure correct designs for residential & commercial inquiries.	\$25,000.00
Camp Conley WWTP	Preliminary Engineering Study & Report for upgrade & expansion.	\$25,000.00

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ORDERS—Mason County Commission, W. Va.

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TERMS

CASO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

1052

MASON COUNTY COMMISSION

MASON COUNTY SHERIFF
AMERICAN RESCUE PLAN
200 6TH ST SUITE 1
POINT PLEASANT, WV 25550

DATE October 24, 2024^{56-437/442}

PAY TO THE ORDER OF Mason County PSD

25,000.00

Twenty Five Thousand and 00/100 DOLLARS

OHIO VALLEY BANK.
Est. 1872 • Gallipolis, OH 45631 • Member FDIC
www.ovbc.com

FOR Sewer Engineering Evaluations

Joseph C. Poolittle
County Engineer
Conley J. Miller

⑈001052⑈ ⑆044204370⑆ 05 9772 4⑈

1051

MASON COUNTY COMMISSION

MASON COUNTY SHERIFF
AMERICAN RESCUE PLAN
200 6TH ST SUITE 1
POINT PLEASANT, WV 25550

DATE October 24, 2024^{56-437/442}

PAY TO THE ORDER OF Mason County PSD

25,000.00

Twenty Five Thousand and 00/100 DOLLARS

OHIO VALLEY BANK.
Est. 1872 • Gallipolis, OH 45631 • Member FDIC
www.ovbc.com

FOR Camp Conley WWTP Prelim Eng.

Joseph C. Poolittle
County Engineer
Conley J. Miller

⑈001051⑈ ⑆044204370⑆ 05 9772 4⑈

TERMS

OCT 24 2024

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

ARPA SUBRECIPIENT AGREEMENT

Between
MASON COUNTY COMMISSION, WEST VIRGINIA
and
MASON COUNTY PUBLIC SERVICES DISTRICT (PSD)
FOR AMERICAN RESCUE PLAN ACT (“ARPA”) FUNDS FOR
PROJECTS NAMED "2024 COUNTY WATER/SEWER PROJECTS"

THIS AGREEMENT is made between Mason County Commission, Mason County WV (hereinafter “COUNTY”), and Mason County Public Services District (PSD), (hereinafter “RECIPIENT”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$5,150,422.00; and

WHEREAS, the COUNTY receipted the second fifty percent (50%) of its SLFRF allocation (\$2,575,211.00) on June 6th, 2022; and

WHEREAS, the RECIPIENT, submitted a request to the COUNTY for \$25,000.00 in COVID-19 relief funds to support construction projects to extend water and sewer coverage to residents, which would include engineering costs, bid costs, and the construction costs of water/sewer lines in various locations; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF funds to assist Water/ Sewer organizations within Mason County that have suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and

WHEREAS, under section 602(c)(1)(D) of the ARPA, the COUNTY may transfer funds to make necessary investments in water, sewer, or broadband infrastructure for the purpose of meeting ARPA’s goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter “FAQ”); and

WHEREAS, Section 4.6(d) of the FAQ states that Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule: To make necessary investments in water, sewer, or broadband infrastructure. Section 6.1 "As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure." Thus, making this an eligible use of SLFRF Funds; and

WHEREAS, during their regular public meeting on August 29th, 2024, the Mason County Commissioners (hereinafter "COMMISSION") approved the aforementioned request from the RECIPIENT subject to all federal, state, and local guidelines regarding the usage of SLFRF funds, including any contractual guidelines set forth by the COMMISSION, as well as any audit requirements established by the West Virginia State Auditor's Office (hereinafter "WVSAO"); and

WHEREAS, attached to this agreement as "Exhibit A", is a listing of each project, a description and the funding amount; and

WHEREAS, the COUNTY and RECIPIENT desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than June 30, 2026, unless terminated by the COUNTY in writing.

2. GRAND TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT

The grand total sub-award of SLFRF funds to be disseminated by the COUNTY to the RECIPIENT as part of this Agreement shall not exceed \$25,000.00.

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in Section 4.6(d) and 6.4 of the US TREASURY ARPA FAQ, which states Section 4.6(d) of the FAQ states that Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule: To make necessary investments in water, sewer, or broadband infrastructure. Section 6.1 "As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure."

ORDERS—Mason County Commission, W. Va.

TERMS OCT 24 2024

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of West Virginia, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Mason County, West Virginia.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

ORDERS—Mason County Commission, W. Va.

TERMS

OCT 24 2024

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

ORDERS—Mason County Commission, W. Va.

TERMS OCT 24 2024

CASO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

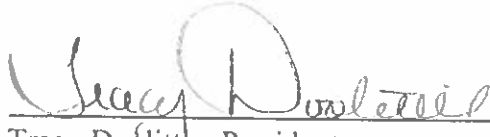
IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

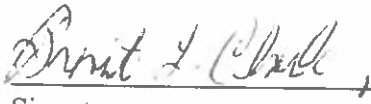
Dated this 24th day of October, 2024.

SUBRECIPIENT
Mason County Public Supply Division

MASON COUNTY COMMISSION
MASON COUNTY, WEST VIRGINIA

BRENI L. CLARK
Print Name

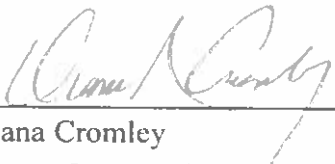

Tracy Doblittle, President


Signature Date 10/25/2024


Rick Handley, Commissioner


Sam Nibert, Commissioner

ATTEST:


Diana Cromley Date
Mason County Clerk

ORDERS—Mason County Commission, W. Va.

TERMS _____ - **OCT 24 2024** _____

CASTO & HARRIS, INC., SPENCER, WV REORDER NO. 73930-99

Exhibit A

Project Name	Description	Amount
Lakin Water Treatment Plant	Hydraulic System Upgrade & Engineering Design Study and Report	\$25,000.00

ORDERS—Mason County Commission, W. Va.

TERMS OCT 24 2024

CASO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

MASON COUNTY COMMISSION

MASON COUNTY SHERIFF
AMERICAN RESCUE PLAN
200 6TH ST SUITE 1
POINT PLEASANT, WV 25550

1053

DATE October 24, 2024 56-437/442

PAY TO THE ORDER OF Mason County PSD

\$ 25,000.00

Twenty Five THousand and 00/100

DOLLARS

OHIO VALLEY BANK.

Est. 1872 • Gallipolis, OH 45631 • Member FDIC

www.ovbc.com

FOR Lakin WTP Eng. Study & Report

[Handwritten Signature]
[Handwritten Signature]
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⑈001053⑈ ⑆044204370⑆ 05 9772 4⑈

ORDERS—Mason County Commission, W. Va.

TERMS

OCT 24 2024

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

Commission Meeting October 24, 2024

ESTATE APPOINTMENTS

JOSEF MICHAEL CLENDENIN
CHESTER LEE HOLLAND
BRIAN KEITH MCCOY
HELEN ESTHERA SMITHSON
JOANNA LEE SPENCER
HARVEY M THOMAS
JUDITH ANN YOUNG
MILTON RAY ROUSH
BETTY ROBINSON
LESLIE M WRAY

AFFIDAVIT FOR SMALL ESTATE

RUTH ANN HENDRICKSON

AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT

LENVILLE WAYNE REYNOLDS
DAVID MARION SWORD
JAMES H ELIAS
MABEL IRENE FISHER
PAULETTA TAYLOR
HOWARD ED WARD PATTERSON SR
LOUIS GERALD LEDSONE
ROBERT HARRISON PLUMLEY
CLIFFORD B COLEMAN
MARQUITA K BOSWELL
MARLIN FREEMAN PRICE
JANET ELIZABETH HOLLAND
ROGER PECK

FIDUCIARY COMMISSIONER WAIVER OF FINAL SETTLEMENT

FRANK ERVIN HENDRICKSON.

FINAL SETTLEMENT

GEORGANN FINK
DONALD CHENEY
CECIL EVERETT MCDANIEL JR

ANNUAL ACCOUNTING

PHYLLIS ANN FERGUSON

BOOK 52 PAGE 595
ORDERS—Mason County Commission, W. Va.

TERMS _____

OCT 24 2024

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

Commission Meeting October 24, 2024

APPLICATION FOR CORRECTION OF ERRONEOUS ASSESSMENT

COLEMAN CLIFFORD & FRANCES	ACCT: 136007
PIERCE CHARLES & DONNA	ACCT: 231085
OLIVER CHERYL	ACCT: 134281
OLIVER CHERYL	ACCT: 134281
BRUMFIELD TODD	ACCT: 06851699
BRUMFIELD TODD	ACCT: 06851699
WALLACE JOHNNIE LEE	ACCT: 06116981
JACOB HANSON	ACCT: 06120235
JACOB HANSON	ACCT: 06120235
WILLIAMSON SHARON & LEWIS ADD	ACCT: 06144237
WILLIAMSON SHARON & LEWIS ADD	ACCT: 06144237
TOWN OF HENDERSON	ACCT: 06830539
TOWN OF HENDERSON	ACCT: 06015224
TOWN OF HENDERSON	ACCT: 06830548
TOWN OF HENDERSON	ACCT: 06830575
TOWN OF HENDERSON	ACCT: 06830584
STEPHENS SAMUEL & MARTHA	ACCT: 06851734
HOLLEY STEPHEN & KARLEE	ACCT: 00122774
ZUSPAN DEBORAH	ACCT: 06050257
EWING JOHN C II	ACCT: 06014671
PEGGS BRIAN GLENN	ACCT: 06034766
PEGGS BRIAN GLENN	ACCT: 06034659
SMITH DANIEL	ACCT: 06814835
SMITH DANIEL	ACCT: 06802766
SMITH JOY (LE) MARY FIELDER FEE	ACCT: 06012403
SMITH JOY (LE) MARY FIELDER FEE	ACCT: 06116106

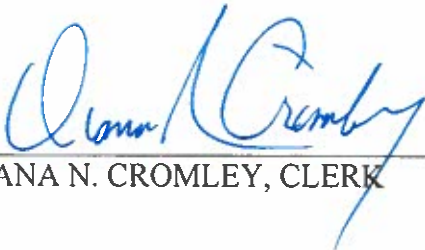
TERMS _____ OCT 24 2024 _____

Upon motion by Doolittle and unanimous agreement, this meeting was adjourned.


TRACY DOOLITTLE, COMMISSIONER


RICK HANDLEY, COMMISSIONER


SAM NIBERT, PRESIDENT


DIANA N. CROMLEY, CLERK