

BOOK 53 PAGE 383

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ORDERS—Mason County Commission, W. Va.

TERMS JUL 30 2026

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

THE COUNTY COMMISSION OF MASON COUNTY met in the Commission meeting room of the courthouse on Thursday, July 30, 2026, at 2:00 p.m. in regular session. Present were Rick Handley, President; Sam Nibert, Commissioner; Chris Johnson, Commissioner; Diana Cromley, County Clerk; and Heidi Wood, Administrator.

Rick Handley called the meeting to order. Diana Cromley gave the opening prayer and Chris Johnson led the pledge of allegiance.

Tim Kidwell provided an annual update on the West Virginia State Farm Museum, which is celebrating its 50-year anniversary. The kitchen has been upgraded and the country store has been leveled and given a new foundation. Electrical and roofing work has also be done as needed.

Teresa Keefer introduced the Mason County CEOS Belle, Marsha Bennett, and the County Commission congratulated her on her win.

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

Upon motion by Johnson 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.

Upon motion by Nibert and unanimous agreement, the Commission approved the Absentee Voting Policy, a copy of which is attached.

Upon motion by Nibert and unanimous agreement, the Commission approved the purchase of 500 American 250 coins with available tourism funds.

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Upon motion by Johnson and unanimous agreement, the Commission approved the salary schedule for elected officials.

Upon motion by Nibert and unanimous agreement, the Commission approved FY 2027 Budget Revision #1, a copy of which is attached, and the Coal Severance Budget Revision #1, a copy of which is attached.

Upon motion by Nibert and unanimous agreement, the Commission approved the appointment of Michael Williams to the Board of Directors of the Mason County Public Service District for a three-year term.

Chris Rizer appeared as spokesman for the Mason County CVB (Tourism). Upon motion by Nibert and unanimous agreement, the Commission approved the appointment of Rick Handley to the Board of Directors of the Mason County Convention and Visitors Bureau.

Upon motion by Handley and unanimous agreement, the Commission approved the re-appointment of Sam Nibert to the Board of Directors of the Mason County Solid Waste Authority for a 4-year term.

John Stump, legal counsel, appeared via TEAMS regarding the Current Hydro project which Ohio Electric plans to construct on property near the Robert C. Byrd Locks & Dam. Upon motion by Nibert, second by Johnson and unanimous agreement, the Commission approved the Current Hydro PILOT Agreement, a copy of which is attached.

Upon motion by Nibert and unanimous agreement, the Commission approved the following maintenance position hires: Steve Holley to a full-time maintenance position effective August 1, 2026, and Braxton Blain to a full-time maintenance position effective January 1, 2027.

Upon motion by Johnson and unanimous agreement, the Commission approved the following EMS hires: Jessica Butler to a full-time EMT position effective August 16, 2026; Garren Yates to a full-time EMT position effective

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August 1, 2026, and Brandon Armstrong to a full-time EMT position effective August 16, 2026.

Clinton Burley, Jeff White and other representatives of HealthNet appeared before the Commission. Upon motion by Johnson, second by Nibert and unanimous agreement, the Commission approved entering into an Agreement with HealthNet to provide EMS management services, a copy of which agreement is attached.

Handley gave a statement welcoming HealthNet to Mason County, which company already services Marshall, Monongalia and Wayne Counties.

The Commission expressed that they will miss Allison Pierce who is leaving Rivers Health.

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EMERGENCY ABSENTEE VOTING POLICY

WHEREAS, West Virginia Code 3-3-5c authorizes County Commissions in West Virginia to adopt a policy extending emergency absentee voting procedures in their county; and

WHEREAS, it is the opinion of this Commission that the adoption of such a policy would benefit the citizens of Mason County:

THE FOLLOWING POLICY IS HEREBY ADOPTED BY THIS COMMISSION:

A person qualified to vote an absent voter's ballot, as defined by West Virginia Code 3-3-1, who is:

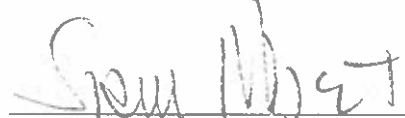
- (1) in a hospital or other duly licensed health care facility within a county adjacent to Mason County or within thirty-five miles of the county seat of Mason County, for medical treatment; or
- (2) in a nursing home within the county, residing there less than 30 days

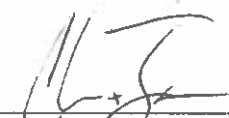
and is unable to vote in person on election day, may vote an emergency absent voter's ballot under the procedures set forth in West Virginia Code 3-3-5c.

Dated this 30th day of July, 2026

Mason County Commission


RICK HANDLEY, PRESIDENT


SAM NIBERT, COMMISSIONER


CHRIS JOHNSON, COMMISSIONER

Attest:


Diana N. Cromley

ORDERS—Mason County Commission, W. Va.

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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: lgs@wvsao.gov

Person To Contact Regarding Request:

Name: Heidi Wood

Phone: 304-675-1110

Fax:

Email: hwood@masoncountywv.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)

Mason County Commission

GOVERNMENT ENTITY

CONTROL NUMBER

FY: 2027

Fund: 1

Rev. No. 1

Pages:

200 Sixth Street

STREET OR PO BOX

COUNTY

Government Type

Fax: Point Pleasant

25550

CITY

ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
382	Refunds/Reimbursements (External Sources)		194,463		194,463
299	Unassigned Fund Balance	300,000	124,407		424,407
367	Sheriff's Commission	15,000	10,000		25,000
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

328,870

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
401	County Commission	1,160,109	6,708		1,166,817
402	County Clerk	539,990	3,373		543,363
403	Circuit Clerk	395,025	3,373		398,398
404	Sheriff-Treasurer	345,096	13,299		358,395
405	Prosecuting Attorney	558,036	5,815		563,851
406	Assessor	338,204	3,177		341,381
699	Contingencies	439,304	100,000		539,304
698	Transfers/Reim. (Audit Findings)		193,125		193,125
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

328,870

APPROVED BY THE STATE AUDITOR

BY:

Deputy State Auditor, Local Government Services Div.

Date

Rock Handley
AUTHORIZED SIGNATURE
OF ENTITY

7-30-26
APPROVAL
DATE

ORDERS—Mason County Commission, W. Va.
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TERMS _____

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: lgs@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)

Mason County Commission
GOVERNMENT ENTITY

CONTROL NUMBER
FY: 2027
Fund: 2
Rev. No: 1
Pages:

Person To Contact Regarding Request: 200 Sixth Street
Name: Heidi Wood STREET OR PO BOX
Phone: 304-675-1110
Fax: Point Pleasant 25550
Email: hwood@masoncountywv.gov CITY ZIP CODE

COUNTY
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
298	Assigned Fund Balance	23,000		15,982	7,018
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) -15,982

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	93,000		15,982	77,018
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures -15,982

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

Rich Amodeo 7-30-26
AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

ORDERS—Mason County Commission, W. Va.

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

BEFORE THE COUNTY COMMISSION OF
MASON COUNTY

A RESOLUTION AND ORDER APPROVING THE FORMS AND TERMS OF A PAYMENT IN LIEU OF TAX AGREEMENT BY AND AMONG THE COUNTY COMMISSION OF MASON COUNTY, WEST VIRGINIA, THE BOARD OF EDUCATION OF MASON COUNTY, WEST VIRGINIA, AND OHIO POWER AND LIGHT, LLC, AND A LEASE AGREEMENT BY AND BETWEEN THE COUNTY COMMISSION OF MASON COUNTY AND OHIO POWER AND LIGHT, LLC; AND AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION OF MASON COUNTY TO EXECUTE THE AFOREMENTIONED PAYMENT IN LIEU OF TAX AGREEMENT AND LEASE AGREEMENT ON BEHALF OF THE COUNTY COMMISSION OF MASON COUNTY

WHEREAS, Ohio Power and Light, LLC, an Ohio limited liability company (the "Company") intends to develop, acquire, construct, equip and operate a six-unit 28.5 megawatt hydroelectric power facility (the "Facility") to be constructed on approximately 27 acres of land located at the existing Robert C. Byrd Locks and Dam in Mason County, West Virginia (the "County"); and

WHEREAS, the Facility, appurtenant facilities and the transmission line, and all equipment associated therewith (collectively, the "Project") as hereinafter defined) will be located on approximately 18.3 acres of lands of the United States, which are controlled by the U.S. Army Corps of Engineers (the "Federal Land"), and approximately 8.63 acres of land owned by third parties (the "Land"); and

WHEREAS, the acquisition, construction and operation of the Project (as hereinafter defined) in the County is expected to generate economic benefit for the County, its residents, and the surrounding area and to provide quality employment in the Project's construction and operational phases, all of which will inure to the short- and long-term benefit of the County and its residents, and as a result, the Company has requested that The County Commission of Mason County, West Virginia (the "County Commission") and the Board of Education of Mason County, West Virginia (the "Board") enter into this Agreement and the County Commission enter into the Lease (as hereinafter defined) to enhance the economic feasibility of the Project; and

WHEREAS, the Company has determined that the location of the Project in Mason County is in the best interests of the Company; and

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WHEREAS, a significant number of jobs will be created during the development, acquisition, construction, and equipping of the Project and during the subsequent operation thereof; and

WHEREAS, the County Commission has agreed to facilitate real and personal *ad valorem* property tax incentives for the Company to induce the Company to locate the Project in the County; and

WHEREAS, the Board has agreed to the facilitation of the real and personal *ad valorem* property tax incentives for the Company by the County Commission to induce the Company to locate the Project in the County; and

WHEREAS, to facilitate the provision of the aforementioned incentives to the Company, the title to all real or personal property constituting real estate, improvements, fixtures, equipment, repairs, alterations, renewals, substitutions and replacements of, and additions and appurtenances to, the Project or any part thereof, when made or installed in or about the Project shall immediately become vested in the Commission and the Commission shall subsequently lease back to the Company such real and personal property pursuant to a Lease Agreement between the Company and the County Commission in substantially the form attached hereto as "Exhibit A – Lease Agreement" and incorporated herein by reference (the "Lease Agreement"); and

WHEREAS, during the period that the real and personal property comprising the Project are owned by the County Commission and subsequently leased to the Company, the County Commission, the Board and the Company believe that, pursuant to W. Va. Code § 8-19-4 (i) neither the real property nor the personal property shall be subject to *ad valorem* property taxes levied by the State, the County Commission or the Board; and (ii) the leasehold interest of the Company in the real and personal property comprising the Project shall not create a taxable leasehold interest; and

WHEREAS, the County Commission, the Board, and the Company (collectively, the "Parties") have determined it necessary and proper that, so long as the real and personal property comprising the Project, and the Company's leasehold interest therein, are exempt from *ad valorem* real and personal property taxes due to the ownership of the real and personal property comprising the Project by the County Commission, the Company shall make certain payments in lieu of taxes to the Sheriff of Mason County, pursuant to the terms of a Payment in Lieu of Tax Agreement by and among the Parties, in substantially the form attached hereto as "Exhibit B – Payment in Lieu of Tax Agreement" and incorporated herein by reference (the "PILOT Agreement"); and

WHEREAS, the County Commission has reviewed the Lease Agreement and the PILOT Agreement, and believes that the transactions contemplated therein (i) are necessary consideration for the Company's decision to locate and operate the Project in the County; and (ii) will promote the public interest and public purposes by, among other things, providing certainty and soundness in fiscal planning and promoting the present and prospective prosperity, health, happiness, safety and general welfare of the residents of the County; and

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WHEREAS, the County Commission desires to approve the development, acquisition, construction, equipping, and operation of the Project as provided in the Lease Agreement; and

WHEREAS, the County Commission desires to authorize the President of the County Commission to execute the Lease Agreement and the PILOT Agreement, with such modifications and amendments as the President may approve, and to execute, along with the Clerk of the County Commission of Mason County (the "County Clerk"), any and all other documents and take any and all other actions necessary to effectuate the intent of, and the transactions contemplated in, the Lease Agreement and the PILOT Agreement.

NOW, THEREFORE, BE IT, AND IT IS, RESOLVED AND ORDERED by THE COUNTY COMMISSION OF MASON COUNTY as follows:

- 1) The County Commission hereby finds that the provision of real and personal *ad valorem* property tax incentives to the Company will promote the public interest and public purposes by, among other things, providing certainty and soundness in fiscal planning and promoting the present and prospective prosperity, health, happiness, safety, and general welfare of the residents of the County.
- 2) The County Commission hereby affirms its agreement with the terms in the Lease Agreement by and between the County Commission and the Company, substantially in the form attached hereto as "Exhibit A – Lease Agreement" and incorporated herein by reference, with such changes as recommended by counsel for the County Commission and approved by the President. The President's execution of such Lease Agreement shall be evidence of the approval of any amendments or modifications to the form of Lease Agreement attached hereto.
- 3) The County Commission hereby affirms its agreement with the terms in the PILOT Agreement by and among the County Commission, the Board, and the Company substantially in the form attached hereto as "Exhibit B – PILOT Agreement" and incorporated herein by reference with such changes as recommended by counsel for the County Commission and approved by the President. The President's execution of such PILOT Agreement shall be evidence of the approval of any amendments or modifications to the form of the PILOT Agreement attached hereto.
- 4) The County Commission hereby approves the development, acquisition, construction, equipping, and operation of the Project as provided in the Lease Agreement.
- 5) The President is hereby authorized and directed to execute the Lease Agreement, with such modifications and amendments as the President may approve, on behalf of the County.
- 6) The President is hereby authorized and directed to execute the PILOT Agreement, with such modifications and amendments as the President may approve, on behalf of the County.

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- 7) The President and the County Clerk are hereby authorized and directed to execute any and all other documents and to take any and all other actions necessary to effectuate the intent and purpose of, and the transactions contemplated in, the Lease Agreement and the PILOT Agreement.
- 8) That this Resolution and Order shall be effective immediately upon adoption and entry hereof.

[SIGNATURE PAGE FOLLOWS]

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

Adopted and entered of record this 30th day of July 2026

THE COUNTY COMMISSION OF MASON COUNTY

Rick Handley
PRESIDENT

ORDERS—Mason County Commission, W. Va.

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

CERTIFICATION

The undersigned, being the duly elected and serving Clerk of the County Commission of Mason County, West Virginia, does hereby certify that the foregoing is a true, correct and complete copy of a Resolution and Order duly adopted and entered by The County Commission of Mason County at a regular meeting, duly held on July 30, 2026, pursuant to proper notice, at which a quorum was present and acting throughout, and which Order has not been amended, modified, rescinded, repealed, annulled, revoked or otherwise altered as witness my hand this 30th day of July, 2026.

[SEAL]



Clerk of the County Commission of Mason
County, West Virginia

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

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT ("Agreement") is made and entered into as of the 31st day of July, 2026 (the "Effective Date"), by and between HEALTHNET AEROMEDICAL SERVICES, INC., a West Virginia non-profit corporation ("HealthNet"), and the MASON COUNTY COMMISSION, a political subdivision of the State of West Virginia ("Mason County");

WHEREAS, HealthNet has broad experience in the provision of development, management, and support services necessary for delivery of ground emergency medical care and transportation services; and

WHEREAS, Mason County desires to continue to deliver county-owned ground emergency medical care and transportation services to all areas within Mason County and desires to develop a contractual relationship with an organization with experience in developing, delivering and managing such services;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. **Services to be Provided by HealthNet.** During the term of this Agreement, HealthNet shall provide advice and management services to Mason County as described below in this section in order for Mason County to provide ground emergency medical care and transportation services to all areas within Mason County (the "Mason County Ambulance Operations"). The services to be provided by HealthNet to Mason County under this Agreement (the "Services") are as follows:

a. Provide professional, operational consultation, advice, oversight and support to enable Mason County to continue to provide ground emergency medical transportation services to all areas of Mason County, West Virginia.

b. Employ a Ground Team Leader to provide daily oversight and management services for the Mason County Ambulance Operations. The Ground Team Leader will be selected and employed by HealthNet in its sole

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professional judgment and experience. Mason County may participate in the interview process for the top candidates for the position of Ground Team Leader, but the final selection shall be at HealthNet's sole discretion. The Ground Team Leader will not be an employee or independent contractor of Mason County.

c. Oversee the maintenance and, when necessary, replacement of vehicles, equipment and facilities used in connection with the Mason County Ambulance Operations, at Mason County's expense.

d. Select all staff and personnel, with the approval of Mason County, for the Mason County Ambulance Operations based on HealthNet's then-current employment processes, operations experience and clinical skills examinations; provided, however, that all staff and personnel assigned to work in connection with the Mason County Ambulance Operations (other than the Ground Team Leader) shall be employed and paid by Mason County following their selection by HealthNet.

e. Complete and conduct all annual and other evaluations of clinical and other employees of Mason County participating in the Mason County Ambulance Operations and, when deemed necessary by HealthNet in its professional judgment, recommend the discipline or termination by Mason County of such employees.

f. Complete and conduct the annual and other evaluations of the Ground Team Leader of the Mason County Ambulance Operations by HealthNet senior management, after seeking input from Mason County.

g. Develop and update personnel policies and procedures for the Mason County Ambulance Operations as needed.

h. Develop and update operational policies and procedures for the Mason County Ambulance Operations as needed.

i. Provide all required continuing education instruction to clinical staff of the Mason County Ambulance Operations. Mason County will be responsible for certification card and textbook costs for each required course.

j. Provide access to an online employee duty schedule platform for the Mason County Ambulance Operations, with Mason County holding responsibility for payment of all costs associated with such a platform.

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k. Provide access to the HealthNet selected electronic medical records services for the Mason County Ambulance Operations, with Mason County holding responsibility for payment of all costs associated with such services.

l. Provide access to the HealthNet selected fleet tracking and management services for the Mason County Ambulance Operations, with Mason County holding responsibility for payment of all costs associated with such services.

m. Provide medical direction for the Mason County Ambulance Operations by a physician who is licensed in West Virginia, residency trained in emergency medicine, and board-certified in emergency medicine.

n. Provide a quality improvement/chart review process for the Mason County Ambulance Operations, such services provided by a team led by a Registered Nurse who also is certified as Mobile Critical Care Nurse and Paramedic and will include access to a HealthNet selected quality management and data collection platform, with Mason County holding responsibility for payment of all costs associated with such a platform.

o. Provide safety services for the Mason County Ambulance Operations by a Mobile Critical Care Paramedic who is master's-level trained in safety and is nationally certified in medical transport safety management.

p. Through development and delivery of reports, including agreed to key performance indicators, keep Mason County informed of ongoing operational successes and challenges.

q. Secure and maintain mutual aid agreements with appropriate organizations in order to provide backup and emergency assistance as needed for the Mason County Ambulance Operations.

r. Secure a contract between a professional emergency medical services patient billing company and Mason County. Such contract shall include assurance of compliance with all applicable patient billing standards and protection of protected health information. The cost for the provision of such services shall remain with Mason County.

s. Secure and maintain all licenses necessary for unencumbered emergency medical services delivery through the Mason County Ambulance Operations including but not limited to licenses issued by the West Virginia Department of Health, West Virginia Office of Emergency Medical Services, West Virginia Board of Pharmacy and the United States Drug Enforcement Administration.

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2. **Duties of Mason County.** At all times during the term of this Agreement, Mason County shall, at Mason County's sole cost and expense:
- a. Employ all staff and personnel needed in connection with the Mason County Ambulance Operations (other than the Ground Team Leader, who shall be employed by HealthNet).
 - b. Procure and provide all ambulances, medical supplies, capital equipment, medical equipment, uniforms, fuel, insurance, facilities, and other non-medical equipment, supplies, facilities and services that are necessary for the Mason County Ambulance Operations in the reasonable opinion of HealthNet and in accordance with specifications provided by HealthNet.
 - c. Pay for all repair and maintenance costs for vehicles, equipment and facilities that are needed for the Mason County Ambulance Operations in the reasonable opinion of HealthNet.
 - d. Provide, maintain and provide utilities to EMS operations stations for the Mason County Ambulance Operations, in levels and amounts recommended by HealthNet.
 - e. Maintain all licenses and authorizations from governmental officials necessary for legal operation of radios and dispatch services necessary for the Mason County Ambulance Operations.
 - f. Provide input to HealthNet for the selection of, and the annual and other evaluations of, the Ground Team Leader of the Mason County Ambulance Operations.
 - g. Provide input to HealthNet for the annual and other evaluations of other employees of Mason County participating in the Mason County Ambulance Operations.
 - h. Utilize and follow all operational policies and procedures as provided by HealthNet for the Mason County Ambulance Operations, including but not limited to following all daily operational, clinical and quality standards as specified by HealthNet.
 - i. Ensure that all Mason County staff and personnel follow all operational and other policies and procedures, and meet all clinical and quality standards, as specified by HealthNet and/or the Ground Team Leader, and take steps to discipline or terminate the employment of any Mason County employee who does not follow such policies and procedures or does not meet such standards in the reasonable opinion of HealthNet and agreed with by Mason County.
 - j. Provide HealthNet with reasonable access to Mason County personnel as needed for the efficient and effective operation of the Mason County Ambulance Operations.
 - k. Own the medical records and documents which are created because of services rendered by Mason County to patients and provide HealthNet with reasonable access to such records and documents.

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l. Provide HealthNet with access to all appropriate insurance and demographic information and to employees familiar with such information, for HealthNet to assist Mason County and its contractors and agents with patient billing.

m. Receive requests for service, dispatch, and track ambulances for the Mason County Ambulance Operations through the Mason County 911 Center.

n. Provide response times and other pertinent 911 data points related to Mason County Ambulance Operations as requested by HealthNet.

o. Present to HealthNet any operational concerns relating to the Mason County Ambulance Operations.

p. Comply with the requirements of all applicable federal, state and local agencies, and with all applicable statutes, regulations, rules, and ordinances, in connection with the Mason County Ambulance Operations.

q. Comply with the terms and requirements of all contracts and agreements entered into by Mason County relating to the Mason County Ambulance Operations.

r. Comply with all other reasonable requests from HealthNet in furtherance of the Mason County Ambulance Operations and in order to carry out the intent of this Agreement.

3. **Term; Renewals.** The initial term of this Agreement shall commence as of 12:00 a.m. EST on the Effective Date set forth in the first paragraph of this Agreement or another date as may be mutually agreed to by the parties and shall expire at 11:59 p.m. EST on July 30, 2028 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed and extended for successive periods of two (2) years each (each a "Renewal Term") at the end of the Initial Term and all Renewal Terms, unless either party shall notify the other party in writing of its desire to terminate this Agreement at the end of the Initial Term or any Renewal Term, with such notice to be given at least one hundred twenty (120) days prior to the end of the Initial Term or any Renewal Term.

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4. **Compensation for Services.** Mason County agrees to compensate HealthNet for the Services provided under this Agreement as follows:

4.1 **Monthly Payments.** As a monthly payment for the Services provided under this Agreement (the "Monthly Payment(s)"), Mason County shall pay to HealthNet the amount of \$20,833 per month during the Initial Term of this Agreement. The parties shall begin good-faith negotiations regarding the amount of the Monthly Payment for the first Renewal Term and each successive Renewal Term no later than sixty (60) days prior to the end of the current Initial Term or Renewal Term. If the parties cannot agree on the amount of the Monthly Payment for the succeeding Renewal Term by the end of the current Initial Term or Renewal Term, each party shall have the right to terminate this Agreement at the end of the first one hundred twenty (120) days of the new Renewal Term by providing written notice of such termination to the other party within thirty (30) days after the new Renewal Term begins; and in the event of such termination, this Agreement shall be extended and remain in effect for such 120-day period with the same Monthly Payment as in the prior Renewal Term, but ending after the first one hundred twenty (120) days of such Renewal Term. Each Monthly Payment is due on the first day of each calendar month for Services to be rendered that month. If any extraordinary and unanticipated out of pocket expenses are to be paid to third parties by HealthNet in the performance of the Services, HealthNet shall seek approval from Mason County before incurring such expenses, and such expenses shall be paid by Mason County to HealthNet within 30 days after an invoice is sent for such expenses.

5. **Coverage Area.** The coverage area with respect to which HealthNet shall provide Services to Mason County under this Agreement shall only include areas of Mason County and other locations as requested through provisions within a mutual aid agreement.

ORDERS—Mason County Commission, W. Va.

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

6. Termination.

6.1 **Termination for Cause.** Either party to this Agreement shall have the right to terminate this Agreement upon a material breach of this Agreement by the other party by giving the other party thirty (30) days advance written notice of termination, which notice shall specify the nature of the breach and request that the breach be cured. If the breach is not cured to the satisfaction of the non-defaulting party within such 30-day period, then this Agreement shall terminate automatically and without further notice. If the breach is not capable of being cured within such 30-day period, and if the breaching party has initiated a cure of such breach within said period, then this Agreement shall be extended for another sixty (60) days or until such time as the breaching party ceases to pursue diligently its efforts to accomplish such cure or correction, whichever occurs first. If the breach is not cured to the satisfaction of the non-defaulting party within such additional period, then this Agreement shall terminate automatically and without further notice at the end of the additional period.

6.2 **Termination Without Cause.** Either party to this Agreement shall have the right to terminate this Agreement without cause, for any reason or no reason, by giving the other party one hundred twenty(120) days advance written notice of such termination.

7. Insurance.

7.1 **Insurance by HealthNet.** HealthNet shall maintain general liability insurance and professional liability insurance in a minimum amount of \$1,000,000. insuring HealthNet against suits, liabilities, claims or causes of action of any nature arising out of or in any way connected with the acts or omissions of Health Net or HealthNet's employees under this Agreement, all naming Mason County as an additional insured. HealthNet shall provide Mason County with evidence of such insurance coverage.

ORDERS—Mason County Commission, W. Va.

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

7.2 **Insurance by Mason County.** Mason County shall maintain general liability insurance and professional liability insurance in a minimum amount of \$1,000,000, and medical errors and omissions insurance policies and employment practices liability insurance in amounts set by the State of West Virginia, insuring Mason County against suits, liabilities, claims or causes of action of any nature arising out of or in any way connected with the acts or omissions of Mason County or its employees in performing their duties under this Agreement and insuring all ambulance vehicles and other vehicles and equipment used in performing under this Agreement, all naming HealthNet as an additional insured. Mason County shall provide HealthNet with evidence of such insurance coverage.

7.3 **Survival.** The obligations of the parties to maintain the insurance required under this Agreement and to provide proof of the same shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination, for the period of any applicable statutes of limitations.

8. **Indemnification.**

8.1 **Indemnity by HealthNet.** HealthNet shall protect, indemnify and hold Mason County harmless from and against any and all claims, demands and causes of action of every kind and character and any and all liabilities, costs, damages and expenses (including attorneys' fees and expenses) arising out of or related to any act or omission of HealthNet or its employees in connection with this Agreement, this indemnity being in addition to any other rights that Mason County may have against HealthNet.

8.2 **Indemnity by Mason County.** To the extent permitted under West Virginia law, Mason County shall protect, indemnify and hold HealthNet harmless from and against any and all claims, demands and causes of action and any and all liabilities, costs, damages and expenses (including attorneys' fees and expenses) arising out of or related to with any act or omission of Mason County or its employees in connection with this Agreement, this indemnity being in addition to any other rights that HealthNet may have against Mason County. Notwithstanding any other provision of this Agreement, the inability or refusal of Mason County

ORDERS—Mason County Commission, W. Va.

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to indemnify HealthNet for any such claims, demands, causes of action, liabilities, costs, damages and expenses actually incurred by HealthNet shall be a material breach of this Agreement and grounds for immediate termination of this Agreement.

8.3 **Survival.** The provisions of this Paragraph 8 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination, for the period of any applicable statutes of limitations.

9. **Relationship of Parties.** HealthNet shall be and remain an independent contractor of Mason County with respect to the entire subject matter of this Agreement. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, landlord-tenant relationship, or any relationship other than that of an independent contractor.

10. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in default for any delays or failure in performance under this Agreement resulting from any cause or circumstance beyond such party's reasonable control, including, but not limited to, acts of God, acts of public enemy, war, accidents, riots, fires, floods or other weather conditions, electrical failures, strikes, lockouts, postal delays, explosions and natural disasters. If either party is unable to perform because of force majeure, it shall promptly notify the other in writing of the beginning and estimated ending of such period. If any period of force majeure continues for 30 days or more, the party against whom force majeure has been declared shall have the right to terminate this Agreement upon written notice to the party declaring the force majeure.

11. **Medicare Access to Records.** Until the expiration of four (4) years after the furnishing of services hereunder, HealthNet shall make available, upon written request, to the Cabinet Secretary, West Virginia Department of Health or, upon written request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, including all amendments hereto, and all books, documents, and records of HealthNet that are necessary to certify the nature and extent of costs for services provided hereunder. If HealthNet carries out any of its duties under this Agreement through a permitted agreement, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period,

ORDERS—Mason County Commission, W. Va.

TERMS JUL 30 2026

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

with a related organization, such agreement shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such agreement, the related organization shall make available, upon written request, to the Cabinet Secretary, West Virginia Department of Health or, upon written request to the Comptroller General of the United States, or any of their duly authorized representatives, the agreement and all books, documents, and records of such organization, that are necessary to verify the nature and extent of costs rendered pursuant to such agreement. If and to the extent that this provision shall no longer be required by law or governmental regulation, this provision shall be of no force or effect.

12. **Referrals Not Required.** The parties expressly agree and do hereby state that any amounts paid, or discounts provided by either party to the other party pursuant to this Agreement are not payments for referrals, nor is any payment or discount dependent or conditioned on a certain level of referrals. In addition, each party agrees that it will notify the other party immediately if any employee, owner, officer, or director of the party is determined to have a financial relationship with the other party.

13. **HIPAA.** In performing services hereunder, the parties shall make every reasonable effort to ensure that such services shall fully comply with all applicable federal, state and local laws, rules and regulations. Specifically, but not by way of limitation, the parties agree that they will make every reasonable effort to ensure that such services shall fully comply with the Health Insurance Portability and Accountability Act of 1996, and all regulations promulgated pursuant thereto (collectively, "HIPAA"), and the Federal Health Information Technology for Economic and Clinical Health Act, and all regulations promulgated pursuant thereto (collectively, "HITECH"), including any amendments thereto, and with all applicable requirements regarding the maintenance, use and disclosure of protected health information. If requested by either party, the other party will sign and deliver a Business Associate Agreement, in a form reasonably acceptable to the requesting party.

ORDERS—Mason County Commission, W. Va.TERMS JUL 30 2026

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

14. **Regulatory Compliance.** In the event that a court or administrative agency of competent jurisdiction determines, or in the event that counsel for either party has a reasonable and reasoned belief, that this Agreement or any provision thereof violates any applicable federal, state or local laws, rules or regulations, the parties shall negotiate in good faith to amend this Agreement to comply with the applicable laws, rules and regulations as counsel for the parties shall determine is necessary; and if the parties and their counsel cannot agree in good faith on appropriate amendments to cause this Agreement to comply with the applicable laws, rules and regulations, this Agreement may be terminated by either party upon thirty (30) days prior written notice.

15. **Required Disclosures.** Each party shall notify the other in writing within three (3) days after any of the following events occur: (a) a party becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, or licensing board; (b) an event occurs that substantially interrupts all or a portion of a party's ability to perform such party's obligations hereunder; or (c) a party is convicted of a criminal offense related to health care or listed by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

16. **Non-Exclusion.** Mason County represents, warrants and covenants that it is not excluded from a government health care program on the effective date of this Agreement and agrees that it will not perform any act that will cause it to be excluded during the term of this Agreement. Mason County also represents that if it or an employee who provides items or services under this Agreement becomes excluded from a federal or state health care program, Mason County will promptly notify HealthNet. Mason County represents that no final adverse action by the federal or state government has occurred or is pending or threatened against Mason County, its affiliates, or, to its knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement. Mason County agrees to check the federal government's List of Excluded Entities and Providers and the General Services Administration List of Banned

ORDERS—Mason County Commission, W. Va.

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

Contractors to assure that its employees, contractors and agents have not been excluded from participation in federal health care programs. Mason County acknowledges that failure to comply with any provisions of this Section shall be considered a material breach of this Agreement.

17. **Non-Discrimination.** The parties hereby agree that in the performance of their obligations under this Agreement, they will not discriminate against any individual on the basis of that individual's race, color, national origin, religious or political affiliation, gender, age, disability, veteran status, sexual orientation, status as a beneficiary of a governmental health care program, or other legally protected class or characteristic.

18. **Confidentiality.**

18.1. **HealthNet Information.** Mason County recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to HealthNet hereunder, Mason County may have access to certain information of HealthNet that is confidential and constitutes valuable, special and unique property of HealthNet. Mason County agrees that Mason County and its employees will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, any confidential or proprietary information of HealthNet without HealthNet's express prior written consent, except pursuant to Mason County's duties hereunder.

18.2 **Terms of this Agreement.** Except for disclosure to their respective legal counsel, accountants or financial advisors, neither party shall disclose the terms of this Agreement to any person who is not party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other party. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-disclosing party with the option of pursuing remedies for breach of this Agreement.

18.3 **Survival.** The provisions of this Section 18 shall survive expiration or other termination of this Agreement regardless of the cause of such expiration or termination.

ORDERS—Mason County Commission, W. Va.

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JUL 30 2026

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

19. **No Third-Party Beneficiaries.** None of the provisions of this Agreement are intended by the parties, nor shall they be deemed or interpreted, to confer any benefit on any person not a party to this Agreement, nor shall any party at any time be liable or responsible for any liability or obligation of another party except as otherwise set forth in this Agreement or as otherwise agreed to by the parties in writing.

20. **Remedies Cumulative.** The remedies provided herein upon breach of this Agreement shall be in addition to any and all remedies provided by law. Each party shall have the right to exercise any and all remedies it may have upon the occurrence of a default under this Agreement as such party shall determine in its sole and absolute discretion.

21. **Modification.** Except as otherwise provided herein, this Agreement shall not be modified, amended, or in any way varied or changed except by a writing duly executed by each of the parties hereto.

22. **Waiver.** The waiver by either party of compliance by the other party with, or of breach by the other party of, any term or provision of this Agreement shall not be effective unless it is in writing executed by the party waiving such compliance or breach and delivered to the party whose compliance or breach is waived. The waiver by either party of compliance with or the breach of any term or provision of this Agreement shall not be considered as a waiver of any continuing or subsequent breach or of compliance with any other provision.

23. **Notice.** All notices to be given hereunder by any party shall be in writing and shall be sent by certified mail, return receipt requested, to the party to be noticed at the addresses stated below and shall be deemed given and received upon the date so mailed:

ORDERS—Mason County Commission, W. Va.

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JUL 30 2026

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

If to HealthNet, then to:

HealthNet Aeromedical Services, Inc.
110 Wyoming Street
Charleston, WV 25302
ATTENTION: President and CEO

If to Mason County, then to:

Mason County Commission
200 Sixth Street
Point Pleasant, WV 25550

24. **Assignment.** No party may assign any rights or delegate any duties under this Agreement, in whole or in part, without the prior written consent of the other party.

25. **Successors.** The terms, conditions, covenants and agreements herein contained shall extend to, inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

26. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of West Virginia, without regard to its principles of conflicts of laws, and it shall be construed in a manner to conform to all federal, state and local laws and regulations.

27. **Time.** Time is of the essence of this Agreement and the performance of all obligations hereunder.

28. **Severability.** Except as otherwise specifically set forth in this Agreement, the invalidity or unenforceability of any provision of this Agreement or any portion thereof shall not render the other provisions of the Agreement or portions thereof invalid or unenforceable.

29. **Captions.** The captions appearing in this Agreement are for the purposes of identification only and shall not be considered or construed as affecting, in any way, the meaning of the provisions of this Agreement.

ORDERS—Mason County Commission, W. Va.

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

30. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersede any and all prior oral or written agreements relating to the same.

31. **Authority.** Each party hereby represents that it has full power and authority to enter into and perform this Agreement, and that it knows of no agreements, promises, or undertakings which would prevent the full execution and performance of this Agreement by it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

HEALTHNET AEROMEDICAL SERVICES, INC.BY: Clara V. Burley

ITS: President and CEO

MASON COUNTY COMMISSIONRick Handley
President[Signature]
CommissionerSpencer M. Best
Commissioner

ORDERS—Mason County Commission, W. Va.

TERMS _____ JUL 30 2026 _____

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

Commission Meeting July 30, 2026

ESTATE APPOINTMENTS

LARRY JAMES BROWNING
CARL TERRY BUCK
CLINT DONALD FITCH
MARK GRIFFITH
MELISSA JACQUELINE HOFFMAN
DANNIE RAY HARBOUR
BARRY ALAN HARRIS
SHEILA CHRISTINE JORDAN
JACKIE ROGER LEE
CHARLES PLYMAL LONG – SMALL ESTATE
ARCHIE ELLWORTH MEADOWS
RYAN TODD MOORE – SMALL ESTATE
VALORIE KAY SMITH
CAMALA JO YESTER SIMPKINS
ANGELA SHIRLEY
ANTHONY RAY YESTER

AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT

RONALD NORRIS BURDETTE
VIOLET GAY DOUGLAS
MARY ELIZABETH DOWELL
THOMAS KNOX FISHER
DAWN E GANDEE
PATSY ANN LIVINGSTON
FRANCES JOSEPHINE MACKNIGHT
KATHLEEN SUE MILLER
ANN PARKER
GORDON LEE PARKER
VERNON RAY ROUSH

REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION

BERNARD LEE LIVINGSTON
PAMELA ROSE RAYBURN

ANNUAL ACCOUNTING

DARLENA SUE PRICE
DELLA LOUEASE SAYRE

FIDUCIARY COMMISSIONER ORDER

WHAM FREDERICK CRUMP

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

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ORDERS—Mason County Commission, W. Va.

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

Applications for Erroneous Assessment for Real Estate / Personal Property Received
Date: July 30, 2026

Name	Tax Year	Ticket #
1) CADLE WILLIAM & RITA	2026	21368
2) CADLE WILLIAM & RITA	2026	21369
3) SIMMONS BRADLEY & ELIZABETH	2025	10416
4) SIMMONS BRADLEY & ELIZABETH	2024	10415
5) SIMMONS BRADLEY & ELIZABETH	2023	10108
6) ARTHUR EVERETT	2026	4353
7) STUTLER NICHOLAS (PATSY BARR)	2026	11812
8) MULLINX DIANA	2026	20253
9) LEE WILLIAM DEAN	2026	491
10) LEE WILLIAM DEAN	2026	490
11) MAINES THURLESTON	2026	8141
12) CAVINS JAMES	2026	17750
13) MASON CO DEV AUTHORITY	2026	11658
14) MASON CO DEV AUTHORITY	2026	916406
15) MASON CO DEV AUTHORITY	2026	916404
16) TEMPLETON BENJAMIN & KIMBERLY	2026	17068
17) BECKNER FRIDA	2026	15085
18) CHAPMAN HOLLY	2026	17756
19) NANCE TED & SHARON	2026	10085
20) PARROT BAY PROPERTIES LLC	2026	11678
21) PARROT BAY PROPERTIES LLC	2026	11676
22) PARROT BAY PROPERTIES LLC	2026	11677
23) HARRISON MICHAEL	2026	15796
24) HARRISON MICHAEL	2026	15801
25) HARRISON MICHAEL	2026	15802
26) THOMAS GLADYS	2026	7394
27) THOMAS ZACHARY	2026	7406
28) THOMAS GLADYS	2026	7395
29) THOMAS GLADYS	2026	7396
30) THOMAS ZACHARY	2026	7407
31) THOMAS REBECCA	2026	7397

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

Applications for Erroneous Assessment for Real Estate / Personal Property Received

Date: July 30 2026

Name	Tax Year	Ticket #
MCDUGAL JIM & JULIE NORTHUP	2026	22008
MCDUGAL JIM & JULIE NORTHUP	2026	22009
WOOD JUDITH	2026	17286
PARK NELSON & PATRICIA	2026	16517
PARK NELSON & PATRICIA	2026	16514
PARK PATRICIA	2026	3186
SMITH PATRICIA	2026	12986
SMITH PATRICIA	2026	12985
SMITH PATRICIA	2026	12987
WARD SUSAN & BRUCE STEWART	2026	7468
WILLIAMS AMI	2026	19052
NELSON LARRY & ANGELA	2026	18548
LONG DAYTON	2026	2743
LONG TOM & VALERIE	2026	2756
WROTEN DEWEY B SR	2026	13218
HAGERMAN DONNA KAY	2026	4885
MITCHELL SANDRA	2026	11668
MITCHELL SANDRA	2025	11674
PICKENS JACK & VIVIAN RUTH	2026	913530
SMITH ANTHONY	2026	00199161
STAATS CHARLES	2026	916625
BLAKE BETH	2024	160004358
BLAKE BETH	2025	910266
BLAKE BETH	2026	916115

Applications for Erroneous Assessment for Real Estate / Personal Property Received

Date: July 30 2026

[illegible]

ORDERS—Mason County Commission, W. Va.

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

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



RICK HANDLEY, PRESIDENT



SAM NIBERT, COMMISSIONER



CHRIS JOHNSON, COMMISSIONER



DIANA N. CROMLEY, CLERK