

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

AMERICAN HUMANIST ASSOCIATION,

Plaintiff,

Case No. CC-20-2025-C-48

v.

Hon. Richard D. Lindsay

**WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY AND MARIE PREZIOSO,
in her official capacity,**

Defendants.

DEFENDANTS' MOTION TO DISMISS

Under West Virginia Rules of Civil Procedure 12(b)(1) and 12(b)(6), Defendants move to dismiss Plaintiff's complaint for the reasons more fully set out in the accompanying memorandum of law in support of this motion.

In short, the complaint asks the Court to declare that the West Virginia Water Development Authority's grant of \$5 million to the College of St. Joseph the Worker violates the West Virginia Constitution's Establishment Clause found in Article III, § 15. Apart from its water-focused activities, the Authority administers an economic development fund. The grant from that fund here supported the College's objective to build a campus in West Virginia and train its students in one of five primary industries: HVAC, masonry, plumbing, electrical, or carpentry. The Authority saw an opportunity to support a program that would train tradesmen who would ultimately contribute to West Virginia's economy and fill a need in West Virginia's workforce, as the Legislature wanted. W. VA. CODE § 22C-1-6a.

Plaintiff alleges that this grant violates the Establishment Clause because it uses taxpayer funds to support religion. Plaintiff has not established that it even has standing to bring such a

claim. But even on the merits, Plaintiff is wrong. The grant agreement explicitly requires the funds to be used for non-religious purposes (dictated by the Legislature) and not for ministry-related programs. Although the school receiving the grant has a broader religious mission, that tie does not relegate it to second-class status. Indeed, denying the College funds because of its religious affiliation would itself create a problem under both the Establishment and Free Exercise Clauses of the federal Constitution.

In sum, the Establishment Clause does not prohibit the Authority from supporting this sort of program. The Court should thus grant the Authority's motion and dismiss the case with prejudice.

Respectfully submitted,

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**MEMORANDUM OF LAW IN SUPPORT OF
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INTRODUCTION

The West Virginia Constitution guarantees that West Virginians may freely exercise their religion and prohibits the State from establishing religion. But Plaintiff here tries to twist those basic promises into something new altogether. It seeks to undermine the regular participation and contributions of a Catholic institution to West Virginia's economy because it disagrees with the institution's religious affiliation. But West Virginia's Establishment Clause restricts coercive state-sponsored religious exercise that unfairly pressures others to worship or unduly influences them towards religious exercise against their free choice. It does not seek to bar religious institutions from participating in public programs altogether.

Here, the West Virginia Water Development Authority awarded the College of St. Joseph the Worker a \$5 million grant to operate in West Virginia because of the economic good it can produce for the State. The College aims to live out its Catholic identity and form its students in the Catholic faith. But it also provides students with a well-rounded education. It shapes students with robust liberal-arts classes and trains them in one of five primary—and often undervalued—trades (carpentry, HVAC, plumbing, masonry and electrical). It then places each student as an apprentice with a veteran in the field. The Authority saw that such a program could serve West Virginia's development. It accordingly subsidized the College's workforce training.

Our Constitution did not require the Authority to deny grant money simply because some members of a particular humanist organization disagree with the religious practices of the College's affiliated church. The Establishment Clause certainly does not impose such a restriction; constitutional guarantees *prevent* the Authority from considering religion in the overt way Plaintiff prefers. The Court should thus grant the Authority's motion to dismiss.

FACTUAL BACKGROUND

I. The Economic Enhancement Grant Fund.

In 2021, Congress passed the American Rescue Plan Act, which appropriated billions of infrastructure dollars to state and local governments. To handle a portion of West Virginia's ARPA money, the Legislature passed HB 4566 in early 2022. That bill amended the Water Development Authority's enabling statute, authorizing the Authority to create the West Virginia Economic Enhancement Grant Fund. W. VA. CODE § 22C-1-6a(a). Shortly thereafter, the Legislature passed HB 217, which appropriated the first \$250 million in ARPA money to the Fund. And since 2022, the Legislature has appropriated a total of \$427 million in ARPA money to the Fund. West Virginia Water Development Authority, *Programs*, <https://tinyurl.com/5bt9kprf> (last visited Apr. 24, 2025). The Fund has also received state appropriations—and it's those appropriations that were used to fund the grant at issue here.

The Authority administers the Fund “as a special program account separate and distinct from” its other funds. W. VA. CODE § 22C-1-6a(a). Among other things, it uses Fund monies to award grants to “governmental agencies or not-for-profits to cover all or a portion of the costs of projects or infrastructure projects.” *Id.* § 22C-1-6a(c). An “[i]nfrastructure project” is any project that is “likely to foster and enhance economic growth and development in the area of the state in which the project is developed” for “community improvement” or “other proper purposes.” *Id.* § 31-15A-2(l); *see also* Compl. ¶¶ 5-6 (noting the Authority issues grants both to protect West Virginia's water and to “encourage economic growth” and for “economic development projects”). These projects might include “[t]he process of acquiring, holding, ... financing, demoli[shing], constructi[ng], improving, expanding, renovati[ng], leasing[,] or otherwise disposing” of “other real and personal properties.” W. VA. CODE § 31-15A-2(l). “[T]he Secretary of Commerce, the

Secretary of Economic Development and/or the Secretary of Tourism” must “recommend[]” a project intended “to enhance economic development.” *Id.* § 22C-1-6a(c)(7).

Nothing in Section 6a conditions Fund grants on an applicant’s secular or religious character. Grants are neutrally available to any party regardless of religious affiliation.

II. The College of St. Joseph the Worker Grant Application.

In early October 2024, the College of St. Joseph the Worker (a trade school based in Steubenville, Ohio) applied for a \$5 million Fund grant. The College explained to the Authority that its mission is to “form[] students into effective and committed members of their communities by teaching them the Christian intellectual tradition while training them in skilled and dignified labor.” Exhibit A, The College of St. Joseph the Worker Grant Proposal, p. 1.¹ The College is trying to address what it calls “the quality problem in the trades.” *Id.* “Students must learn the entire anatomy of a home and the total logic of a building; they must know traditional forms of building (i[.].e., timber framing and mass masonry); and they must have a depth of character to truly become great craftsman.” *Id.* The College’s program requires six years of classroom instruction and “On-the-Job-Training”—including working “as a laborer and apprentice on actual job sites” to earn a wage. *Id.* At the end of that time, students receive both a Bachelor of Arts in

¹ Generally, a motion to dismiss for failure to state a claim is limited to the four corners of the complaint. But a court can always consider “any statements or documents incorporated in [the complaint] by reference” or any document “where the complaint relies heavily upon its terms and effect, which renders the document integral to the complaint.” *Forshey v. Jackson*, 222 W. Va. 743, 748, 671 S.E.2d 748, 753 (2008). When a plaintiff relies on certain material “in framing the complaint,” even if the plaintiff fails to technically include that material as part of the complaint, the court can review it. *Id.* Besides referenced documents, this principle also allows courts to consider “matters of which judicial notice may be taken, or documents either in plaintiffs’ possession or of which plaintiffs had knowledge and relied on in bringing suit.” *Id.* (cleaned up). Here, Plaintiff failed to attach any evidence or documents to its complaint or even include citations for its quotations or other assertions. So Defendants attach and rely on a few of the documents Plaintiff references in, incorporates into, or uses to frame its Complaint—like the College’s grant application.

Christian Studies and a “Journeyman’s Card in one of the five major construction trades: HVAC, carpentry, masonry, electrical, and plumbing.” *Id.*

The College proposed to incorporate a non-profit “real estate development and construction company” in West Virginia “so as to employ [its] students in good work, revitalizing the Ohio Valley.” Ex. A at 3. This new company, it said, would allow it to “[c]oncentrate building efforts in West Virginia,” “[i]dentify promising locations for revitalization throughout West Virginia,” recruit more West Virginia students, and buy new workshop facilities in Weirton and establish “trades instruction there—specifically, the traditional building methods of timber framing, dry laid stone, and mass masonry.” *Id.* The College also hoped to use the grant to open a new branch campus in Teays Valley. *Id.* The area, it said, has “potential as an emerging market for the type of intellectual and trades revitalization that the college intends to achieve.” *Id.*

III. The Grant.

The Authority issued the College a grant later the same month. The Grant Agreement confirmed the Authority would make a grant to the College of up to \$5 million “for the purposes of acquiring and constructing educational and training facilities for the College ... to facilitate economic development.” Exhibit B, Grant Agreement (Oct. 11, 2024), p. 1. “Exhibit A” to the Agreement explains that the funded project “consists of the acquisition, construction and equipping of multiple education facilities for the in-class and on-site training of the five major construction trades of HVAC, carpentry, masonry, electrical and plumbing (including areas for tools and equipment storage), materials for training, and all necessary appurtenances thereto.” *Id.* at 4.

The Grant Agreement’s terms were standard: among other things, they required the College to give the Authority a final project budget; send detailed, auditable invoices to the Authority; use grant money “only for the purposes specifically set forth in Exhibit A”; reimburse the Authority if

it used money for ineligible causes; to publicize the Authority’s role as requested; and comply with West Virginia law. *Id.* at 2-3.

As required by West Virginia Code § 22C-1-6a(c)(7), the Secretary of Economic Development provided his recommendation for the project in October 2024. The Acting Cabinet Secretary of Economic Development later memorialized that recommendation in a January 2025 letter to the Authority stating his “official support” for the grant. Exhibit C, Graney Letter (Jan. 3, 2025). The Secretary agreed that the grant would be “for the benefit of an investment in trade skills education through apprenticeship programs and other training opportunities in Weirton, West Virginia, and throughout the Ohio Valley.” *Id.* “[W]ell-trained, highly skilled workers” like the ones the College trains “are in high demand both in the Northern Panhandle and across the state at-large,” he said. *Id.*

Once the Grant Agreement was signed, the Authority provided the approved funds to the College.

IV. This Lawsuit.

Plaintiff later sued the Authority and its executive director,² asserting a single claim: because the College is Catholic, the grant violates West Virginia’s version of the Establishment Clause. Compl. ¶¶ 18-33. Plaintiff is “a non-profit, voluntary membership organization which advocates and supports the practice of humanism”—a religion “that, without theism or other supernatural beliefs, affirms our ability and responsibility to lead ethical lives of personal fulfillment that aspire to the greater good.” Compl. ¶ 1. Plaintiff alleges that it “has a number of members in good standing throughout the state of West Virginia.” Compl. ¶ 2.

² Plaintiff did not sue the College even though “all persons who are materially interested in the subject-matter involved in a suit, and who will be affected by the result of the proceedings, should be made parties thereto.” *State ex rel. One-Gateway v. Johnson*, 208 W. Va. 731, 735, 542 S.E.2d 894, 898 (2000).

The sole basis of Plaintiff's claim for relief is that giving money to a Catholic college has "impermissibly violated the anti-establishment provision of the State Constitution guaranteeing the right to freedom of religion." Compl. ¶ 28. Plaintiff argues that its members "have been required to fund and support a religious practice contrary to their shared beliefs and their Constitutional right to freedom of, and from, religion." Compl. ¶ 29. Plaintiff therefore asks that the Court declare that the grant violates West Virginia Constitution Article III, § 15, "[e]nter an injunction requiring Defendants to comply with their constitutional obligations," and award Plaintiff costs and attorney fees. Compl. Prayer for Relief.

LEGAL STANDARD

Plaintiff must establish standing, and if it cannot, the Court must dismiss under West Virginia Rule of Civil Procedure 12(b)(1). "A motion for dismissal based on Rule 12(b)(1) grounds [is] ... jurisdictional." *Elmore v. Triad Hosps., Inc.*, 220 W. Va. 154, 157 n.7 640 S.E.2d 217, 220 n.7 (2006). So "[w]hen ruling upon a Rule 12(b)(1) jurisdictional motion to dismiss, a court may consider matters outside the pleadings to determine whether it has subject matter jurisdiction to determine the case on the merits." *Alley Cat Allies Inc. v. Berkeley Cnty. Animal Control*, No. 22-744, 2024 WL 2973086, at *4 (W. Va. June 13, 2024) (memorandum decision).

Plaintiff's complaint must also "state a claim upon which relief can be granted." W. VA. R. CIV. P. 12(b)(6). Motions to dismiss "test" whether a pleading meets that standard. *WV Consultants, Inc. v. Pocahontas Cnty. Pub. Serv. Dist.*, 248 W. Va. 323, 332, 888 S.E.2d 823, 832 (2023) (quoting *Cantley v. Lincoln Cnty. Comm'n*, 221 W. Va. 468, 470, 655 S.E.2d 490, 492 (2007) (per curiam)). At this stage, a court "presume[s] ... the plaintiff's factual allegations are true" and "construe[s] those facts, and inferences arising from those facts, in the light most favorable to the plaintiff." *Mountaineer Fire & Rescue Equip., LLC v. City Nat'l Bank of W. Va.*,

244 W. Va. 508, 520, 854 S.E.2d 870, 882 (2020). Then the court discerns whether those facts and inferences “call for relief on any possible theory.” *Id.* at 522, 854 S.E.2d at 884. The Court should “weed out” any “unfounded” claim. *Boone v. Activate Healthcare, LLC*, 245 W. Va. 476, 481, 858 S.E.2d 419, 424 (2021) (quoting *Williamson v. Harden*, 214 W. Va. 77, 79, 585 S.E.2d 369, 371 (2003)).

ARGUMENT

I. Plaintiff lacks standing.

Plaintiff fails to show that it has standing. An organization has “representative standing” to pursue a declaratory judgment action in “its representational capacity of its affiliated members,” when three elements are met: “(1) at least one of its members would have standing to sue in their own right; (2) the interests it seeks to protect are germane to the organization’s purpose; and (3) neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit.” *Affiliated Const. Trades Found. v. W. Va. Dep’t of Transp.*, 227 W. Va. 653, 657-59, 713 S.E.2d 809, 813-15 (2011). Plaintiff bears the burden of establishing standing. *State ex rel. Healthport Techs., LLC v. Stucky*, 239 W. Va. 239, 243, 800 S.E.2d 506, 510 (2017). Plaintiff appears to be arguing it has representational standing because its members have taxpayer standing. *See* Compl. ¶ 29 (saying “its members have been required to fund . . . a religious practice,” violating West Virginia Constitution art. III, § 15). But this argument fails for two reasons.

First, the Supreme Court of Appeals of West Virginia limits taxpayer standing to mandamus actions. West Virginia cases authorizing taxpayer theories of standing have said a “[a] citizen, tax-payer, or voter in any proper case may maintain *mandamus* to compel a public tribunal to perform a ministerial duty.” Syl. pt. 1, *Frantz v. Wyoming Cnty. Ct.*, 69 W. Va. 734, 73 S.E. 328 (1911) (emphasis added). Every one of the cases applying that taxpayer standing language

from *Frantz*—from *State v. City of Buckhannon*, 96 W. Va. 380, 123 S.E. 182 (1924), a century ago to *Alley Cat*, 2024 WL 2973086, at *3, last term—does so in mandamus cases. But Plaintiff didn’t petition for mandamus; this suit is a declaratory judgment action. Plaintiff fails to explain why the Court should extend this theory to declaratory-judgment actions. And the only statutory duty at issue here—awarding grants—contains significant discretion for Defendants. *See* W. VA. CODE. § 22C-1-6a(c)(2). That discretion would defeat any right to mandamus. *See* syl. pt. 3, *Reynolds v. State Rd. Comm’n*, 111 W. Va. 398, 162 S.E. 319 (1932) (“Mandamus cannot be employed ordinarily to control official discretion.”). So Plaintiff’s taxpayer-standing theory doesn’t work.

Second, Plaintiff fails to allege facts sufficient to show *Affiliated Construction’s* first element—that one of its members has standing to sue in their own right. Just last term, the Supreme Court of Appeals remanded a case to the circuit court because the plaintiff had merely “asserted,” but failed to offer evidence showing, that it had paid various taxes. *Alley Cat*, 2024 WL 2973086, at *5. The normal deference paid to a plaintiff’s complaint at the motion-to-dismiss stage doesn’t extend to standing questions. *Id.* So the “lack of evidence of [Alley Cat’s] payment of taxes in this State preclude[d]” the Court “from ascertaining whether Alley Cat was a taxpayer with standing.” *Id.* Plaintiff here hasn’t done nearly as much as Alley Cat, which had alleged four specific tax payments it had made. Plaintiff has only obliquely suggested that its “members in good standing” pay state taxes, *see* Compl. ¶¶ 2, 30; it hasn’t tried to name them or their putative tax payments. Plaintiff’s complaint “contains no evidence supporting [its] bare allegations” of taxpayer standing. *Alley Cat*, 2024 WL 2973086, at *5. And this “lack of information in the record supporting” its members’ “status as ... taxpayer[s] precludes a finding that it has standing to bring” this claim. *Id.*; *accord* *Piedmont Env’t Council v. U.S. Dep’t of Transp.*, 58 F. App’x 20,

23 (4th Cir. 2003) (finding that an organization’s inability to identify specific members who had suffered relevant injuries deprived it of standing as to certain claims).

The Court should dismiss the complaint for lack of standing.³

II. The Authority’s grant to the College does not violate West Virginia Constitution Article III, § 15.

A. This grant did not compel West Virginians to support or peculiarly privilege the Catholic Church because the grant was issued from a religiously neutral government and broadly available program.

West Virginia’s Constitution says “[n]o man shall be compelled to ... support any religious worship, place or ministry whatsoever,” and the “Legislature shall not ... confer any peculiar privileges or advantages on any sect or denomination.” W. VA. CONST. art. III, § 15. Plaintiff says the Authority’s grant to the College violates Section 15 because it uses public money “to fund the work of [a] Catholic Institution.” Compl. ¶ 27. That’s mistaken. The Authority’s grant to the College is constitutional because awarding a religious group a grant under a religiously neutral grant program doesn’t “compel[]” West Virginians to “support any religious worship, place or ministry” or “confer any peculiar privileges or advantages on any sect or denomination.” W. VA. CONST. art. III, § 15.

West Virginia cases construing Section 15 support Defendants. In its landmark case *State ex rel. Hughes v. Board of Educ. of Kanawha County*, the Supreme Court of Appeals held that using taxpayer money to transport Catholic children to Catholic schools *did not* violate Section 15. 154 W. Va. 107, 120-21, 174 S.E.2d 711, 720 (1970), *overruled in part on other grounds by Janasiewicz v. Board of Educ.*, 171 W. Va. 423, 424, 299 S.E.2d 34, 36 (1982) (“maintain[ing]

³ Plaintiff faces another jurisdictional problem: it failed to provide the State with a required 30-day notice under West Virginia Code § 55-17-3(a)(1). Although it conclusorily alleges it will face irreparable harm from delay, Compl. ¶ 33, that allegation—even if true—would allow it to skip the notice requirement only as to claims for injunctive relief. *See* W. VA. CODE § 55-17-3(a)(1).

Hughes' rule" on the Establishment Clause and Section 15, "with which a majority of courts that have decided the question have agreed," but overturning on an irrelevant Fourteenth Amendment question). In *Hughes*, the relevant statute offered public benefits (there, school transportation) to all comers without discriminating against religious beneficiaries. See *Hughes*, 154 W. Va. at 113, 174 S.E.2d at 715 (requiring county boards of education to "provide at public expense adequate means of transportation for [a]ll children of school age who live more than two miles distant from school by the nearest available road" (quoting W. VA. CODE § 18-5-13(6)(1970) (emphasis added))). The Court resolved the Section 15 and First Amendment establishment claims together, refusing to literalistically or hypertechnically interpret those provisions to mean that no public money could ever flow to members of a religious group. *Id.* That is "about as plausible," it said, as saying those constitutional provisions are "violated by furnishing police protection to children while traveling afoot on public streets to or from parochial schools, or by furnishing fire protection or public sanitary sewage facilities for the benefit of Catholic parochial schools." *Id.* at 120-21, 174 S.E.2d at 720. So too here.

Like *Hughes*'s transportation guarantee, Fund grants are available to *every* qualifying applicant regardless of religious affiliation—it's a religiously neutral program. Awarding the grant doesn't "compel[]" West Virginia taxpayers to support Catholic "worship, place or ministry" or peculiarly privilege Catholics any more than Charleston firefighters putting out a fire at the Basilica of the Co-Cathedral of the Sacred Heart. Just like the "Catholic parochial schools" in *Hughes*, the College here can further proper legislative objectives like education or economic development even when religious instruction is an indispensable or primary part of the mission. 154 W. Va. at 121-22, 174 S.E.2d at 720. Contrary to Plaintiff's casting, the College isn't a divinity school—it both teaches students "the Christian intellectual tradition" *and* "train[s] them

in skilled” labor. Ex. A at 1. As an authentically Catholic trade school, it awards graduates both a BA in Christian Studies *and* a “Journeyman’s Card in one of the five major construction trades: HVAC, carpentry, masonry, electrical, and plumbing.” *Id.*; *contra* Compl. ¶ 11. It wants each student to become a “truly ... great craftsman”—meaning they understand “traditional forms of building” and “have a depth of character.” Ex. A at 1. To facilitate that teaching, the College plans to start businesses, trade workshops, and (hopefully) a branch campus in West Virginia. *Id.* at 3.

That the College teaches both trades *and* Catholic thought is no problem. The Supreme Court of Appeals has said that Catholic schools “make a great contribution to the overall public purpose of promoting the education of children.” *Hughes*, 154 W. Va. at 122, 174 S.E.2d at 720. The “aims, purposes and efforts of” Catholic schools and the State’s goals for non-religious public schools are thus “wholly consistent and harmonious.” *Id.* Likewise, the College’s aims are consistent with many other state interests like public health, safety, education, and economic development, which are served by instructing West Virginians in the trades and using apprentice hours to revitalize West Virginian communities like Teays Valley. *See State ex rel. Heck’s Inc. v. Gates*, 149 W. Va. 421, 454, 141 S.E.2d 369, 389-90 (1965) (holding that Sunday closing law didn’t violate Section 15 because they satisfied certain legislative interests like public health, safety, and general well-being).

The Supreme Court of Appeals found no Section 15 problem even when taxpayer money went to efforts with a more direct religious tie. In *Gissy v. Board of Education of Freeman’s Creek District*, for example, a statute required county boards of education “to pay the tuition fees of all pupils in its district” attending public or “other schools of high school grade.” 105 W. Va. 429, 431, 143 S.E. 111, 112 (1928). The Court held that “other schools” included Catholic schools and

thus affirmed the writ of mandamus ordering the county board to directly pay taxpayer funds to St. Patrick’s High School. *Id.* at 429, 143 S.E. at 112-13. And while *Gissy* itself didn’t discuss Section 15, *Hughes* invoked *Gissy* at length in the portion of the opinion resolving the state constitutional claims, including Section 15. 154 W. Va. at 121, 174 S.E.2d at 720. If *Gissy*’s facts pass constitutional muster, the Fund grant to the College does, too.

Early materials shed little fresh light on Section 15’s meaning. At the Constitutional Convention, the single comment about the provision came when Delegate Lamb said there would “be no difficulty” about it because “[i]t embodies ... the act of religious freedom drafted by Jefferson” in the Virginia Constitution. 2, DEBATES AND PROCEEDINGS OF THE FIRST CONSTITUTIONAL CONVENTION OF WEST VIRGINIA 50 (Jan. 8, 1862) (Charles H. Ambler, et al. eds., 1939). And while Virginia had some case law by the 1860s sensitive to Catholics’ free exercise of religion, *e.g.*, *Commonwealth v. Cronin*, 2 Va. Cir. 488 (Va. Cir. Ct. 1855) (evidentiary privilege for Catholic confession), Virginia doesn’t appear to have grappled with establishment-clause-like questions.

Eventually, though, Virginia’s and other States’ nearly identical religion clauses were interpreted consistently with Defendants’ read. In *Virginia College Building Authority v Lynn.*, 538 S.E.2d 682, 698 (Va. 2000), for example, the Supreme Court of Virginia called Regent University “pervasively sectarian” but held that its participation in a state bond program didn’t trigger Virginia Constitution art. I, § 16. Although the Supreme Court of Virginia had once adopted a more cramped reading (along the lines of Plaintiff’s view here), it was forced to revise its own understanding of Section 16 as the Supreme Court’s Establishment Clause jurisprudence matured. *Id.* And Virginia is not alone. In *Magee v. Boyd*, 175 So. 3d 79, 138 (Ala. 2015), the Alabama Supreme Court read identical “support” language in the Alabama Constitution to *not*

prohibit a voucher program that included religious schools. Similar examples across the country abound. See Brad C. Smith, *Be No More Children: An Analysis of Article I, Section 4 of the Utah Constitution*, 1992 UTAH L. REV. 1431, 1443 (1992) (noting that many State constitutions—like West Virginia’s—including “sect or denomination language” requiring “absolute government neutrality between different denominations,” but not “similar neutrality between religion generally and nonreligion”).

United States Supreme Court case law on the First Amendment’s Establishment Clause overwhelmingly supports this analysis. Defendants agree that sometimes the West Virginia Constitution provides “greater protection than its federal counterpart.” Compl. ¶ 22. But that’s not the case here. The constitutional analyses for the Establishment Clause and Section 15’s “no man shall be compelled” and no “peculiar privileges or advantages” language appear indistinguishable. *Contra* Compl. ¶ 23. In cases like *Heck’s Inc.*, *Hughes*, and *Janasiewicz*, the Supreme Court of Appeals also lumped the two analyses together, seeing no light between them. See also 53 W. Va. Op. Att’y Gen. 156 (1969) (noting West Virginia courts treat Section 15 and the Establishment Clause coextensively). This aligned approach makes sense given that the Establishment Clause and Section 15 share the same source—“the Virginia Statute of Relig[i]ous Freedom enacted in 1785 and authored by Thomas Jefferson.” *Brady v. Reiner*, 157 W. Va. 10, 49, 198 S.E.2d 812, 834 (1973).

The Supreme Court has time and again said that “government programs that neutrally provide benefits to a broad class of citizens defined without reference to religion”—like the Fund—“are not readily subject to an Establishment Clause challenge just because sectarian institutions may also receive an attenuated financial benefit.” *Zobrest v. Catalina Foothills Sch. Dist.*, 509 U.S. 1, 8 (1993). The Clause does not bar “religious institutions ... from participating

in publicly sponsored” programs. *Bowen v. Kendrick*, 487 U.S. 589, 609 (1988). If it did “bar religious groups from receiving general government benefits” like Fund grants, then, as *Hughes* noted, a religious group would “not be protected by the police and fire departments, or have its public sidewalk kept in repair.” *Zobrest*, 509 U.S. at 8 (quoting *Widmar v. Vincent*, 454 U.S. 263, 274-275 (1981)). Consider some of the many cases where the Court said distributing taxpayer money to religious institutions or persons didn’t violate the Establishment Clause:

- Transportation for Catholic school children. *Everson v. Board of Educ.*, 330 U.S. 1, 16 (1947) (saying Clause does not “prohibit New Jersey from extending its general State law benefits to all its citizens without regard to their religious belief.”).
- Textbooks for Catholic school children. *Board of Educ. v. Allen*, 392 U.S. 236 (1968).
- Construction grants to “all colleges and universities regardless of any affiliation with or sponsorship by a religious body.” *Tilton v. Richardson*, 403 U.S. 672, 676 (1971).
- Facilitating revenue bonds for “all institutions of higher education ... whether or not having a religious affiliation.” *Hunt v. McNair*, 413 U.S. 734, 741 (1973).
- Noncategorical grants to four Catholic universities. *Roemer v. Board of Pub. Works*, 426 U.S. 736 (1976).
- Tax deduction program available to “all parents” for “tuition, textbooks and transportation” costs, including religious families. *Mueller v. Allen*, 463 U.S. 388, 391, 397 (1983).
- Vocational rehabilitation assistance to handicapped private Bible college student studying to be a pastor. *Witters v. Wash. Dep’t of Servs. for the Blind*, 474 U.S. 481, 489 (1986).
- Grants to “various organizations that were affiliated with religious denominations” “for services and research in the area of premarital adolescent sexual relations and pregnancy.” *Bowen*, 487 U.S. at 593, 599.
- Sign-language interpreter for a Catholic school child. *Zobrest*, 509 U.S. at 8-14.
- Title 1 program where public-school teachers visited parochial schools to provide remedial education to disadvantaged children. *Agostini v. Felton*, 521 U.S. 203, 234-35 (1997).

What’s most remarkable about this list is that many of these cases were decided under the Supreme Court’s more religiously hostile—but now retired—*Lemon* test. See, e.g., *McCreary*

County v. ACLU of Ky., 545 U.S. 844, 900 (2005) (Scalia, J., dissenting) (noting how *Lemon v. Kurtzman*, 403 U.S. 602 (1971), had been used to “ratchet up the Court’s hostility to religion”). The Court has more recently finished reorienting its Establishment Clause jurisprudence with a more religiously friendly test—using “historical practices and understandings” to stay faithful to “the understanding of the Founding Fathers.” *Kennedy v. Bremerton Sch. Dist.*, 597 U.S. 507, 535-36 (2022) (overruling *Lemon*); cf. *Agostini*, 521 U.S. at 225 (overruling past, more restrictive interpretations of the Establishment Clause and explicitly rejecting “the rule ... that all government aid that directly assists the educational function of religious schools is invalid”). This historical focus includes “a long constitutional tradition under which learning how to tolerate diverse expressive activities has always been ‘part of learning how to live in a pluralistic society.’” *Kennedy*, 597 U.S. at 541 (quoting *Lee v. Weisman*, 505 U.S. 577, 590 (1992)); see also *Coal. Life v. City of Carbondale*, 145 S. Ct. 537, 540 (2025) (Thomas, J., dissenting from denial of certiorari) (“*Lemon* had long been dismantled by our precedents, and lower courts should have recognized its demise.”). On this reading, as with *Lemon*, the Clause does not “compel the government to purge from the public sphere’ anything” that “endorses or ‘partakes of the religious.’” *Id.* at 535 (quoting *Van Orden v. Perry*, 545 U.S. 677, 699 (2005) (Breyer, J., concurring in judgment)). Indeed, there is “no historically sound understanding of the Establishment Clause that begins to make it necessary for government to be hostile to religion,” as Plaintiff suggests. *Id.* at 541 (cleaned up).

The Fund clears the Establishment Clause bar in both the *Lemon* and post-*Lemon* eras for the same reason: it was “made available generally without regard to the sectarian-nonsectarian, or public-nonpublic nature of the institution benefited.” *Comm. for Public Educ. and Religious Liberty v. Nyquist*, 413 U.S., at 782-783, n. 38; *Agostini*, 521 U.S. at 231 (holding that no Establishment Clause violation because, in part, “the aid is allocated on the basis of neutral, secular

criteria that neither favor nor disfavor religion, and is made available to both religious and secular beneficiaries on a nondiscriminatory basis”). It isn’t some “ingenious plan[] for channeling state aid to sectarian schools,” nor does it financially incentivize students to attend religious schools. *Nyquist*, 413 U.S. at 785. It is neither “skewed towards religion” nor does it “tend to provide greater or broader benefits” to students of religious education, “nor are the full benefits of the program limited, in large part or in whole, to students at sectarian institutions.” *Witters*, 474 U.S. at 488. Indeed, even under the harsher *Lemon* rule, “[n]ot all entanglements” ran “afoul of the Establishment Clause.” *Agostini*, 521 U.S. at 233. The Court has always “tolerated some level of involvement between” the “church and state” because their “[i]nteraction ... is inevitable.” *Id.*

In short, the Fund and the Authority’s grant passes Establishment Clause muster because it “is neutral toward religion,” and there’s “no suggestion that” it was “created” or awarded “to advance religion” or “with the purpose of aiding a religious cause. *Rosenberger v. Rector & Visitors of Univ. of Va.*, 515 U.S. 819, 840 (1995); *see also, e.g., Columbia Union Coll. v. Oliver*, 254 F.3d 496, 510 (4th Cir. 2001) (holding that state grant to a purportedly sectarian college did not violate the Establishment Clause where the grant “program ha[d] a secular purpose, ... use[d] neutral criteria to dispense the aid, ... [presented] little risk of actual diversion of the aid for religious indoctrination, and the [recipient] college is an institution of higher learning”); *Steele v. Indus. Dev. Bd. of Metro. Gov’t Nashville*, 301 F.3d 401, 416 (6th Cir. 2002) (holding State did not violate Establishment Clause to Christian College where “[t]he conduit financing advance[d] a clear governmental, secular interest in promoting economic opportunity”); *Vt. Educ. Bldgs. Fin. Agency v. Mann*, 247 A.2d 68, 74 (Vt. 1968) (holding that state financing and leasing agreement offered to College of St. Joseph in Vermont did not violate Establishment Clause).

B. Denying the College under Plaintiff’s theory would violate Section 15 and the First Amendment’s Free Exercise Clause.

If the Authority were to follow Plaintiff’s suggestion and deny the College’s otherwise qualifying application⁴ because the College is Catholic, that denial would violate Section 15 and the U.S. Constitution’s Free Exercise Clause.

First, Plaintiff’s approach would offend Section 15’s direction that no person may be “enforced, restrained, molested or burthened, in his body or goods, or otherwise suffer, on account of his religious opinions or belief.” W. VA. CONST. art. III, § 15. Plaintiff complains that the College is a Catholic institution doing and teaching its students Catholic things. Compl. ¶¶ 27-30. But the State cannot deny a grant applicant simply because it’s religiously affiliated and believe in its faith strongly enough to teach it. That would be the definition of forcing an applicant to “suffer[] on account of [its] religious opinions or belief.” W. VA. CONST. art. III, § 15. The Supreme Court in *Hughes* held that denying Catholic school students “equal rights of bus transportation accorded to children attending public schools deprives Catholic children and their parents of their right of religious freedom in violation of” the Free Exercise Clause “and, even more clearly,” Section 15. 154 W. Va. at 120, 174 S.E.2d at 719. So too here. Section 15 doesn’t let the State discriminate against otherwise qualified grant applicants.

The Authority recognizes that there can sometimes be tension in constitutional religion clauses (e.g., the Establishment Clause and Free Exercise Clause). *Widmar*, 454 U.S. at 276 (noting that a state antiestablishment interest “is limited by the Free Exercise Clause”). But “the transcendent value of free religious exercise in” West Virginia’s “constitutional scheme leaves room for ‘play in the joints’”—meaning the government can safely dispense “assistance to

⁴ While Plaintiff suggests that the College’s application may have been incomplete, Compl. ¶¶ 15-17, it doesn’t contest the grant on that ground. Nor could it; the statutory requirement in question has been satisfied. *See* Exhibit C, Graney Letter (Jan. 3, 2025).

religious schools, despite the fact that such assistance ... indirectly benefit[s] the religious schools and their sponsors.” *Janasiewicz*, 171 W. Va. at 425, 299 S.E.2d at 37 (cleaned up) (quoting *Norwood v. Harrison*, 413 U.S. 455, 469 (1973)). The Fund and the College’s grant exists precisely in that “play in the joints.” Our federal and state constitutions give our Legislature the discretion to design government-benefit programs for the common good—notwithstanding that some benefits may flow to people of religious conviction. And when the State implements that program, it may not do so in a way that disadvantages an applicant—in Section 15’s language, burdening it or causing it to suffer—because of its religious beliefs. W. VA. CONST. art. III, § 15.

Second, not only does Plaintiff’s requested relief violate Section 15, but it violates the Free Exercise Clause, too. In recent years, most of the Supreme Court’s religious liberty case law has focused on reminding States that their “antiestablishment interest does not justify enactments that exclude some members of the community from an otherwise generally available public benefit because of their religious exercise.” *Carson v. Makin*, 596 U.S. 767, 781 (2022). In *Carson*, the Court held that a Maine law restricting tuition assistance to public or nonsectarian private schools violated the Free Exercise Clause. *Id.* at 789. “By conditioning the availability of benefits in that manner,” it said, the “tuition assistance program ... effectively penalizes the free exercise of religion.” *Id.* at 780 (cleaned up). Yet conditioning the public benefit of Fund grants on religious identity is exactly what Plaintiff suggests here. The Court also rejected Maine’s attempt to justify its discrimination as “use-based” rather than “solely status-based” because use-based discrimination is no “less offensive to the Free Exercise Clause.” *Id.* at 786-87. After all, “[e]ducating young people in their faith, inculcating its teachings, and training them to live their faith are responsibilities that lie at the very core of the mission of a private religious school.” *Id.* at 787 (quoting *Our Lady of Guadalupe Sch. v. Morrissey-Berru*, 591 U.S. 732, 753-54 (2020)).

The State’s “attempt to give effect to such a distinction by scrutinizing whether and how a religious school pursues its educational mission would” thus “raise serious concerns about state entanglement with religion and denominational favoritism.” *Id.*

Ultimately, *Carson* merely applied the “unremarkable principles” the Court articulated in *Espinoza v. Mont. Dep’t of Revenue*, 591 U.S. 464 (2020), and *Trinity Lutheran Church of Columbia, Inc. v. Comer*, 582 U.S. 449, 466 (2017). In *Espinoza*, Montana’s private-school tuition tax credit program “bar[red] religious schools ... solely because of the religious character of the schools.” 591 U.S. at 476. The Court held that unconstitutional under the Free Exercise Clause: “A State need not subsidize private education. But once a State decides to do so, it cannot disqualify some private schools solely because they are religious.” *Id.* Perhaps most on point was *Trinity Lutheran*, where Missouri offered “state grants to help public and private schools” and others to “purchase rubber playground surfaces,” but “categorically disqualif[ied] churches and other religious organizations.” 582 U.S. at 453-54. Just like Plaintiff asks the State to do to the College here, *Trinity Lutheran* was “put to the choice between being a church and receiving a government benefit. The rule is simple: No churches need apply.” *Id.* at 465. But “expressly denying a qualified religious entity a public benefit solely because of its religious character” violates the Free Exercise Clause. *Id.* at 466.

As in *Trinity Lutheran*, Plaintiff’s suggested “exclusion of [the College] from a public benefit for which it is otherwise qualified, solely because it is [associated with] a church, is odious to our Constitution” and must be rejected. *Id.* at 467. The Free Exercise Clause means this Court isn’t in the business of weighing whether a religious applicant acts or behaves too religiously for a public benefit. So Plaintiff’s allegations about how deeply Catholic the College is and how it will continue to do Catholic things are all irrelevant. *See, e.g.*, Compl. ¶¶ 10-12.

Plaintiff's requested relief—resting on a declaration that the Authority must deny the College's application because the College is Catholic and plans to teach its students Catholic things—violates both Section 15 and the Free Exercise Clause. The Court cannot grant it.

CONCLUSION

For all these reasons, the Court should dismiss the complaint with prejudice.

Respectfully submitted,

JOHN B. McCUSKEY
ATTORNEY GENERAL

/s/ Michael R. Williams

Michael R. Williams (WVSB 14148)

Solicitor General

Frankie A. Dame (WVSB 14401)

Assistant Solicitor General

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Charleston, WV 25305

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Telephone: (304) 558-2021

Facsimile: (304) 558-0140

Dated: April 25, 2025

Counsel for Defendants

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

AMERICAN HUMANIST ASSOCIATION,

Plaintiff,

Case No. CC-20-2025-C-48

v.

Hon. Richard D. Lindsay

**WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY AND MARIE PREZIOSO,
in her official capacity,**

Defendants.

CERTIFICATE OF SERVICE

The below-signed counsel hereby certifies that a true and exact copy of the foregoing Motion to Dismiss and Memorandum of Law in Support of the Motion to Dismiss was electronically filed on April 25, 2025, through the electronic filing system, which will send copies of this filing to parties of record.

/s/ Michael R. Williams _____

Michael R. Williams

EXHIBIT A

WDA/EEGF/4
(7/2022)

(SAM.gov # _____/UEI # _____)

APPLICATION FOR WDA ECONOMIC ENHANCEMENT GRANT FUNDING
(WV Code 22C-1-6a(c) (7)-Infrastructure (economic development) Project)

- 1) Project Sponsor: ___ Governmental or Not-for-Profit
Name: College of St. Josphe the Worker
Address: 424 Washington St. Steubenville, OH 43952
Contact Name: Andrew Jones
Email Address: andrew@collegeofstjoseph.com
Phone Number: 360-303-4883

- 2) Attach a detailed Project Description including scope, timelines, sources, amounts and status of all anticipated funding and a detailed budget for the Infrastructure Project.

Attach financial information and any supporting documentation.

- 3) Amount of WDA EEG Fund being requested: \$5,000,000
Amount of Project Sponsor contribution: \$5,000,000

- 4) Status of Infrastructure Project design: in progress
Estimated date for design completion: 12 months

- 5) Estimated construction period: five years
Estimated completion date: 2029

- 6) Date of last audit: NA

Attach copy of most recent audit.

- 7) Required recommendation: Commerce _____, Economic Development _____,
Tourism _____ (Attach letter from the applicable Secretary).

Application Date: 10/4/2024

Authorized Representative/Project Sponsor

Name/Title: Andrew Jones, Academic Dean

Signature: _____

NOTE: The Project Sponsor must complete the attached verification form and email it with this application to the West Virginia Water Development Authority at wda@wvwda.org and on <http://wvoasis.gov/VSS/Default.aspx> (1. VSS Portal, 2. View Grant Opportunities, 3. WV Water Development Authority Economic Enhancement Grant Fund). Applications will not be processed until the verification is received.

✦ THE COLLEGE OF ✦ ST. JOSEPH THE WORKER

Mission Statement:

“The College of St. Joseph the Worker forms students into effective and committed members of their communities by teaching them the Christian intellectual tradition while training them in skilled and dignified labor. We teach our students to think, but also to pray, to love, and to build.”

We know there is a quantity problem in the trades; but our mission is to fight the quality problem in the trades. Students must learn the entire anatomy of a home and the total logic of a building; they must know traditional forms of building (ie. timber framing and mass masonry); and they must have a depth of character to truly become great craftsman.

Program Outline:

Our students graduate with two certifications: their BA degree in theology and their Journeyman’s Card in one of the five major construction trades: HVAC, carpentry, masonry, electrical, and plumbing. Overall, the program is six years with the following curriculum:

Year One

- Location: Steubenville, OH
- Liberal Arts and shop studies begin
- Broad training across the building trades

Years Two and Three

- Location: Steubenville, OH
- Continue classroom instruction
- Choose a trade and begin in-depth training
- Start work as a laborer and apprentice on actual job sites
- Begin being paid for work

Years Four, Five, and Six

- Location: Home state or qualified area
- Liberal Arts studies shift to online platform
- Continue Christian spiritual and intellectual formation
- Build up “On-the-Job-Training” hours to receive journeyman’s card
- Graduate with a Bachelor of Arts in Christian Studies, master a skilled trade, along with the opportunity for a well-paid job—and no crippling debt

Proposal to Expand into West Virginia

An essential part of the College's model is the creation of a real estate development and construction company so as to employ our students in good work, revitalizing the Ohio Valley. We have already incorporated this non-profit firm in West Virginia. With a grant from the State, we would like to do the following:

- (1) Concentrate building efforts in West Virginia
- (2) Identify promising locations for revitalization throughout West Virginia
- (3) Intensify our recruitment of students from West Virginia
- (4) Purchase new training facilities for workshops in Weirton, West Virginia to move trades instruction there—specifically, the traditional building methods of timber framing, dry laid stone, and mass masonry

In addition to these benefits, the college faculty has also been involved in supporting the developing conservative political vision for West Virginia (ie the abortion restriction; solidarity with Texas' border, to name but a few). This grant would enable a significant development to these efforts in the following ways:

- (5) A focus with our mature think-tank upon West Virginia - "The Center for the Common Good" - to support research, policy data, op-eds, speech writing, educational tools (videos, et al), lectures, presentations, and proposals for the West Virginia Legislature
- (6) To create a bioethics certificate for continuing education in the medical, professional, and psychotherapy fields

A New Branch of the College

With the current grant requested, the College can accomplish these goals – and encourage the economy in West Virginia. With the success of this initial development in West Virginia, the board of trustees of the College of St. Joseph the Worker can explore opening a second campus in West Virginia. Particularly, we hope to evaluate Teays Valley, WV – which seems to have potential as an emerging market for the type of intellectual and trades revitalization that the college intends to achieve.

EXHIBIT B

**WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
ECONOMIC ENHANCEMENT GRANT AGREEMENT**

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") and the COLLEGE OF ST. JOSEPH THE WORKER INC. (the "Grantee").

RECITALS

WHEREAS, West Virginia Code 22C-1-6a authorized the Authority to create the West Virginia Economic Enhancement Grant Fund (the "EEG Fund") and the Legislature has appropriated surplus General Revenue funds to the EEG Fund;

WHEREAS, the West Virginia Water Development Board (the "Board") has reviewed the application of the Grantee and has authorized the Authority to make a grant to the Grantee in the amount not to exceed \$5,000,000 (the "Grant"), for the purposes of acquiring and constructing educational and training facilities for the College of St. Joseph the Worker (the "Project") to facilitate economic development at total estimated cost of \$10,000,000, and which will also be funded by funds of the Grantee;

WHEREAS, the Grantee is either a governmental entity or a non-for-profit entity;

WHEREAS, the Grantee wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the Project described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, this Grant Agreement sets forth the Authority and the Grantee's understandings and agreements with regard to the Grant.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Authority and the Grantee hereby agree as follows:

TERMS

1. Prior to the distribution of the Grant, the Grantee shall provide the Authority with a Project budget. The Project budget shall not be amended unless the Grantee has received the prior written consent of the Authority.

2. The Authority shall advance its share of the Project costs from the Grant upon receipt of an invoice satisfactory to the Authority. The Authority shall pay for any costs that are incurred from the beginning date set forth on Exhibit A (the "Beginning Date"), to the expiration date set forth on Exhibit A (the "Expiration Date"), of which some costs may have been incurred prior to the date hereof and where such costs are necessary for the efficient and

(06/24)

timely performance of the scope of the Project and are eligible costs for the EEG Fund. The Authority shall review and approve such requests and any costs preceding the date hereof must be included in the first draw. All requests for payments under this Grant Agreement shall be submitted in detail sufficient for a program pre-audit and post-audit thereof. All funds must be expended (payment issued for expenses incurred) prior to or on October 10, 2029.

3. RESERVED

4. The Grantee will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A. If the Grantee uses the Grant proceed for any ineligible costs it will reimburse such amount to the Authority. If all or part of the property, supplies, or equipment comprising the Project are sold, transferred or otherwise disposed of to any entity other than a governmental entity or a non-for-profit entity, the Grantee shall reimburse the Authority the amount of the Grant or it may be waived/modified at the determination of the Authority. The amount of repayment may be reduced by the applicable share of accumulated depreciation of the Project as determined by the Authority.

5. The Authority shall pay the approved invoice amount using the State's OASIS system.

6. The Grantee acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

7. If requested by the Authority, the Grantee shall list the Grant provided by the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

8. The Grantee and its personnel should not (a) knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity, or (b) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

9. The Authority and the Grantee shall comply with any rules adopted for the State of West Virginia.

10. The Grantee agrees to comply with all applicable State laws and requirements. The Grantee agrees to allow the Authority and the State of West Virginia and their respective auditors access to all records and financial statements relating to the Grant.

11. **This Grant Agreement will cover all Costs incurred for the Project commencing on the Beginning Date to and including the Expiration Date, unless extended at the direction of the Board (the "Grant Period").**

12. The Authority will close out this Grant Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the Board, within thirty (30) calendar days after the Expiration Date, the Grantee must submit any outstanding reports, including a final project report. Within thirty (30) calendar days after receipt of all outstanding reports, the Authority will make upward or downward adjustments to the allowable costs, and then make prompt payments to the Grantee for remaining allowable costs. The close out of this Grant Agreement does not affect any of the following:

- a. The right of the Authority to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the Grantee to return any funds due as a result of later refunds, corrections, or other transactions; or
- c. The Grantee's obligations regarding audits and records retention.

13. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

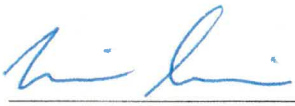
14. This Grant Agreement shall be governed by the laws of the State of West Virginia.

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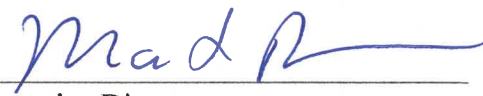
WDA EEGF-1-NON-ARPA
(06/24)

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by the respective duly authorized officers as of the date executed below by the Authority.

COLLEGE OF ST. JOSEPH THE
WORKER INC.

By: 
Its: President
Date: October 11, 2024

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: October 11, 2024

(SEAL)

Attest:


Its: Authorized Officer

Exhibit A

Project Description

The Project consists of the acquisition, construction and equipping of multiple education facilities for the in-class and on-site training of the five major construction trades of HVAC, carpentry, masonry, electrical and plumbing (including areas for tools and equipment storage), materials for training, and all necessary appurtenances thereto.

| | |
|---------------|--|
| Grantee: | College of St. Joseph the Worker Inc. |
| Address: | 424 Washington St., Steubenville, OH 43952 |
| Grant Amount: | Up to \$5,000,000 |
| Fiscal Year: | July 1 – June 30 |
| FEIN: | 99-4940190 |

| | |
|------------------|------------------|
| Beginning Date: | October 10, 2024 |
| Expiration Date: | October 10, 2029 |

EXHIBIT C

January 3, 2025

Ms. Ann Urling Chair
West Virginia Water Development Authority
1009 Bullitt Street
Charleston, West Virginia

Dear Chairwoman Urling,

This letter should serve as the West Virginia Department of Economic Development's official support for a grant of \$5 million from the West Virginia Water Development (WVWDA) Economic Enhancement Grant Fund to the College of St Joseph the Worker, for the benefit of an investment in trade skills education through apprenticeship programs and other training opportunities in Weirton, West Virginia, and throughout the Ohio Valley.

Thanks to the significant investments and economic development across the State of West Virginia, well-trained, highly skilled workers are in high demand both in the Northern Panhandle and across the state at-large.

Sincerely,



Michael R. Graney
Acting Cabinet Secretary