CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program); and Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA)

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CANAAN VALLEY PUBLIC SERVICE DISTRICT

SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM); AND SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA)

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CANAAN VALLEY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF A PUBLIC SEWERAGE SYSTEM OF CANAAN VALLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $2,965,216 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), AND $1,958,455 IN AGGREGATE PRINCIPAL AMOUNT OF SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING ARRA ASSISTANCE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF CANAAN VALLEY PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

Section 1.02. Findings. It is hereby found, determined and declared that:

A. Canaan Valley Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Tucker County of said State.

B. The Issuer deems it necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed a public sewerage system, consisting of construction of two wastewater treatment facilities as well as collection/transmission system to gather and transport sewer flow, and necessary appurtenances relating thereto, together with all appurtenant facilities (collectively, the "Project"), which constitute properties for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes (the Project and any further improvements or extensions thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Water Pollution Control Revolving Fund.

D. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds in the total aggregate principal amount of $4,923,671, in two or more series (collectively, the "Series 2010 Bonds"), being the (1) Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), in the aggregate principal amount of $2,965,216 (the "Series 2010 A Bonds"); and (2) Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), in the aggregate principal amount of $ 1,958,455 (the "Series 2010 B Bonds"); (collectively, the "Series 2010 Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2010 Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, including the SRF Administrative Fee (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2010 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2010 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 40 years.

F. It is in the best interests of the Issuer that its Series 2010 A Bonds and Series 2010 B Bonds be sold to the Authority pursuant to the terms and provisions of an ARRA Assistance Agreement by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), all in a form satisfactory to the respective parties (the "ARRA Assistance Agreement"), approved hereby if not previously approved by resolution of the Issuer.

G. On the Closing Date there will be no outstanding obligation of the Issuer which will rank on a parity with the Series 2010 Bonds as to liens, pledge, source of and security for payment.

H. The estimated revenues to be derived in each year following completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System and the principal of and interest, if any, on the Series 2010 Bonds, and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the ARRA Assistance Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2010 Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the obtaining of a certificate of public convenience and necessity and approval of this financing and necessary user rates and charges described herein from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2010 Bonds or such final order will not be subject to appeal or rehearing.

J. The Project has been reviewed and determined to be technically and financially feasible by the Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2010 Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2010 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

"Act" means, collectively, Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

"ARRA Assistance Agreement" means the ARRA Assistance Agreement heretofore entered into, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2010 A Bonds and the Series 2010 B Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2010 Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the DEP under the Act.

"Authorized Officer" means the Chairman of the Governing Body of the Issuer or any temporary Chairman duly selected by the Governing Body.

"Bondholder," "Holder of the Bonds," "Holder," "Registered Owner" or any similar term whenever used herein with respect to an outstanding Bond or Bonds, means the person in whose name such Bond is registered.

"Bond Legislation," "Resolution," "Bond Resolution" or "Local Act" means this Bond Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

"Bond Registrar" means the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns.

"Bonds" means, collectively, the Series 2010 Bonds, and any bonds on a parity therewith subsequently authorized to be issued hereunder or by another resolution of the Issuer.

"Bond Year" means the 12-month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

"Chairman" means the Chairman of the Governing Body of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2010 Bonds for all or a portion of the proceeds of the Series 2010 Bonds from the Authority.

"Code" means the Internal Revenue Code of 1986, as amended, and the Regulations.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

"Consulting Engineers" means Thrasher Engineering, Inc., Clarksburg, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System or portion thereof in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

"Costs" or "Costs of the Project" means those costs described in Section 1.02D hereof to be a part of the cost of acquisition and construction of the Project.

"DEP" means the West Virginia Department of Environmental Protection or any other agency, board or department of the State that succeeds to the functions of the DEP.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

"FDIC" means the Federal Deposit Insurance Corporation and any successor to the functions of the FDIC.

"Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

"Governing Body" or "Board" means the public service board of the Issuer, as it may now or hereafter be constituted.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

"Grants" means all monies received by the Issuer on account of any Grant for the Project.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of,

capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

"Herein," "hereto" and similar words shall refer to this entire Bond Legislation.

"Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Issuer" means Canaan Valley Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Tucker County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Net Proceeds" means the face amount of the Series 2010 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2010 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

"Net Revenues" means the balance of the Gross Revenues, remaining after deduction of Operating Expenses, as hereinafter defined.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the costs, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered, except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and

set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the Commission or other entity designated as such for the Series 2010 Bonds in the Supplemental Resolution.

"Project" means the Project as described in Section 1.02B hereof.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended; and

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Registrar" means the Bond Registrar.

"Regulations" means temporary and permanent regulations promulgated under the Code or any predecessor to the Code.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund continued by Section 5.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Series 2010 Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2010 Bonds.

"Revenue Fund" means the Revenue Fund established by Section 5.01 hereof.

"Secretary" means the Secretary of the Governing Body of the Issuer.

"Series 2010 Bonds" means, collectively, the Series 2010 A Bonds and Series 2010 B Bonds.

"Series 2010 A Bonds" means the Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program/ARRA), of the Issuer, authorized by this Resolution.

"Series 2010 A Bonds Construction Trust Fund" means the Series 2010 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2010 A Bonds Reserve Account" means the Series 2010 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2010 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2010 A Bonds in the then current year or any succeeding year.

"Series 2010 A Bonds Sinking Fund" means the Series 2010 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2010 B Bonds" means the Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), of the Issuer, authorized by this Resolution.

"Series 2010 B Bonds Construction Trust Fund" means the Series 2010 B Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2010 B Bonds Reserve Account" means the Series 2010 B Bonds Reserve Account established by Section 5.02 hereof.

"Series 2010 B Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2010 B Bonds in the then current or any succeeding year.

"Series 2010 B Bonds Sinking Fund" means the Series 2010 B Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2010 Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the ARRA Assistance Agreement for the Series 2010 A Bonds and Series 2010 B Bonds.

"SRF Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

"SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article "the," refers specifically to the supplemental resolution or resolutions authorizing the sale of the Series 2010 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2010 Bonds, and not so included, may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2010 Bonds, or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Sinking Funds and the Reserve Accounts.

"System" means the complete properties of the Issuer for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, as presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, improvements and extensions thereto hereafter constructed or acquired for said system from any sources whatsoever.

"Tap Fees" means the fees, if any, paid by prospective customers of the System in order to connect thereto.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

Additional terms and phrases are defined in this Resolution as they are used. Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of $10,634,800, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2010 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the DEP.

The cost of the Project is estimated to be $10,634,800, of which approximately $$2,965,216 will be obtained from proceeds of the Series 2010 A Bonds, approximately $1,958,455 will be obtained from proceeds of the Series 2010 B Bonds, approximately $2,049,129 will be obtained from a U.S. Environmental Protection Agency Grant, approximately $5,000 will be obtained as a grant from The County Commission of Tucker County; $5,000 will be obtained as a grant from the Canaan Valley Institute; approximately $160,000 will be obtained as a grant from the West Virginia Infrastructure and Jobs Development Council and approximately $3,492,000 will be obtained as a U.S. Economic Development Administration grant.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF ARRA ASSISTANCE AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest, if any, on the Series 2010 Bonds, funding the respective Reserve Accounts for the Series 2010 Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2010 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2010 Bonds of the Issuer. The Series 2010 Bonds shall be issued in two or more series, each as a single bond, designated respectively as "Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program)," in the principal amount of $2,965,216, and "Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA)" in the principal amount of $1,958,455, and all shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2010

Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalizing interest, if any, on the Series 2010 Bonds, if any, shall be deposited in or credited to the respective Bond Construction Trust Funds established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 2010 Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the ARRA Assistance Agreement. The Series 2010 Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2010 Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2010 Bonds shall be issued in the form of a single bond for each series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of each series of the Series 2010 Bonds. The Series 2010 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall bear interest, if any, and shall be dated as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2010 Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed the Series 2010 Bonds shall cease to be such officer of the Issuer before the Series 2010 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2010 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar for the Series 2010 Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2010 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2010 Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2010 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2010 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that such Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2010 Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2010 Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2010 Bonds or transferring the registered Series 2010 Bonds are exercised, all Series 2010 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2010 Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2010 Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2010 Bonds or, in the case of any proposed redemption

of Series 2010 Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2010 Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2010 Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2010 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2010 Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2010 A Bonds and Series 2010 B Bonds (to the extent required) shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2010 Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2010 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2010 Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2010 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2010 Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. An executed copy of the ARRA Assistance Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2010 Bonds.

Section 3.10. Form of Bonds. The text of each series of the Series 2010 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2010 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CANAAN VALLEY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2010 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: The ____ day of _____, 2010, that CANAAN VALLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Tucker County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____ to and including _____ 1, 20____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of ____ % (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on said EXHIBIT B.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions

prescribed by, and otherwise in compliance with, the ARRA Assistance Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2010.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of a public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2010, and a Supplemental Resolution duly adopted by the Issuer on _____, 2010 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S: SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA), DATED _____, 2010, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2010 B BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2010 B Bonds and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2010 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2010 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Series 2010 B Bonds; provided however, that so long as there exists in the Series 2010 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established

for any other obligations outstanding on a parity with or junior to the Bonds, including the Series 2010 B Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

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IN WITNESS WHEREOF, CANAAN VALLEY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2010 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 20_____.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20___.

_____

In the presence of:

_____

(FORM OF SERIES 2010 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CANAAN VALLEY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2010 B
(WEST VIRGINIA SRF PROGRAM/ARRA)

No. BR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: The ____ day of _____, 2010, that CANAAN VALLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Tucker County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____ to and including _____ 1, 20____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The Series 2010 B Bonds are not subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. Principal installments of this Bond are forgivable quarterly as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the ARRA Assistance Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2010.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of a public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on _____, 2010, and

a Supplemental Resolution duly adopted by the Issuer on _____, 2010 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S: SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED _____, 2010, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2010 A BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2010 A Bonds and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2010 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Series 2010 A Bonds; provided however, that so long as there exists in the Series 2010 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Series 2010 A Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond,

together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, CANAAN VALLEY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Chairman

ATTEST:

_____
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2010 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2010.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of ARRA Assistance Agreement. The Series 2010 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the respective ARRA Assistance Agreement. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the ARRA Assistance Agreement in the form attached hereto as "EXHIBIT A" and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the ARRA Assistance Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The ARRA Assistance Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation.

Section 3.12. "Amended Schedule" Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority and the DEP a schedule, the forms of which will be provided by the DEP, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are hereby created and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund;

(2) Renewal and Replacement Fund; and

(3) Series 2010 Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

(1) Series 2010 A Bonds Sinking Fund;

(2) Series 2010 A Bonds Reserve Account;

(3) Series 2010 B Bonds Sinking Fund; and

(4) Series 2010 B Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order of priority:

(1) The Issuer shall first, each month, pay from the monies in the Revenue Fund all current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2010 A Bonds, for deposit in the Series 2010 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2010 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2010 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date; and (ii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2010 B Bonds, for deposit in the Series 2010 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2010 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2010 B Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i)

remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2010 A Bonds, if not fully funded upon issuance of the Series 2010 A Bonds, for deposit in the Series 2010 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2010 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2010 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2010 A Bonds Reserve Requirement; and (ii) remit to the Commission, commencing 4 months prior to the first date of payment of principal of the Series 2010 B Bonds, if not fully funded upon issuance of the Series 2010 B Bonds, for deposit in the Series 2010 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2010 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2010 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2010 B Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, a sum equal to 2 ½% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

Monies in the Series 2010 A Bonds Sinking Fund and Series 2010 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2010 A Bonds and Series 2010 B Bonds, respectively, as the same shall become due. Monies in the Series 2010 A Bonds Reserve Account and Series 2010 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2010 A Bonds and Series 2010 B Bonds, respectively, as the same shall come due, when other monies in the

Series 2010 A Bonds Sinking Fund and Series 2010 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2010 A Bonds Sinking Fund, the Series 2010 A Bonds Reserve Account, the Series 2010 B Bonds Sinking Fund and the Series 2010 B Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the respective Bond Construction Trust Funds, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2010 A Bonds and Series 2010 B Bonds, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2010 A Bonds Reserve Account or Series 2010 B Bonds Reserve Account which result in a reduction in the balance therein to below the respective Reserve Requirements shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2010 Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2010 A Bonds Sinking Fund, the Series 2010 A Bonds Reserve Account, the Series 2010 B Bonds Sinking Fund and the Series 2010 B Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2010 A Bonds and Series 2010 B Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2010 A Bonds Sinking Fund, the Series 2010 A Bonds Reserve Account, the Series 2010 B Bonds Sinking Fund and the Series 2010 B Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2010 A Bonds Sinking Fund, the Series 2010 A Bonds Reserve Account, the Series 2010 B Bonds Sinking Fund and the Series 2010 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2010 A Bonds Sinking Fund, the Series 2010 A Bonds Reserve Account, the Series 2010 B Bonds Sinking Fund and the Series 2010 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2010 A Bonds and Series 2010 B Bonds, respectively, under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest, if any, and reserve account payments with respect to the Series 2010 Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall also on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the SRF Administrative Fee as set forth in the Schedule Y attached to the ARRA Assistance Agreement for the Series 2010 A Bonds.

C. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the ARRA Assistance Agreement, and submit a copy of said form along with a copy of its payment check to the Authority by the 5th day of such calendar month.

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the respective parties shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

F. The monies in excess of the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which

would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

H. The Gross Revenues of the System shall only be used for purposes of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2010 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2010 A Bonds, there shall first be deposited with the Commission in the Series 2010 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2010 A Bonds for the period commencing on the date of issuance of the Series 2010 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. From the proceeds of the Series 2010 B Bonds, there shall first be deposited with the Commission in the Series 2010 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2010 B Bonds for the period commencing on the date of issuance of the Series 2010 B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

C. Next, from the proceeds of the Series 2010 A Bonds, there shall be deposited with the Commission in the Series 2010 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2010 A Bonds Reserve Account.

D. Next, from the proceeds of the Series 2010 B Bonds, there shall be deposited with the Commission in the Series 2010 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 2010 B Bonds Reserve Account.

E As the Issuer receives advances of the remaining monies derived from the sale of the Series 2010 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2010 Bonds Construction Trust Fund and applied solely to payment of

costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2010 A Bonds.

F. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2010 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2010 Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2010 B Bonds.

G. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2010 A Bonds and Series 2010 B Bonds shall be applied as directed by the DEP.

Section 6.02. Disbursements From the Bond Construction Trust Fund.

A. On or before the Closing Date, the Issuer shall have delivered to the DEP and the Authority a report listing the specific purposes for which the proceeds of the Series 2010 A Bonds and Series 2010 B Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2010 Bonds Construction Trust Fund shall be made only after submission to and approval from the DEP, of a completed and signed "Payment Requisition Form," a form of which is attached to the ARRA Assistance Agreement for the Series 2010 A Bonds and Series 2010 B Bonds, in compliance with the construction schedule, and

Pending such application, monies in the Series 2010 Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2010 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2010 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The payment of the debt service of the Series 2010 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2010 Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Bonds. The payment of the debt service of the Series 2010 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2010 Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and shall provide an opinion of counsel to the Issuer of such effect. Such rates and charges shall be sufficient to comply with the requirements of the ARRA Assistance Agreement and the Issuer shall supply a certificate of certified public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth and approved and described in the Recommended Decision of the Public Service Commission of West Virginia entered November 6, 2009 which became Final Order on November 26, 2009 in Case No. 09-0970-PSD-SCN, and such rates are hereby adopted.

So long as the Series 2010 Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the ARRA Assistance Agreement. In the

event the schedule of rates, fees and charges initially established for the System in connection with the Series 2010 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the ARRA Assistance Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the ARRA Assistance Agreement.

Section 7.05. Sale of the System. So long as the Series 2010 Bonds are outstanding and except as otherwise required by law or with the written consent of the DEP and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2010 Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the DEP and the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2010 Bonds. Any balance remaining after the payment of the Series 2010 Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution duly adopted, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such

properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2010 Bonds. All obligations issued by the Issuer after the issuance of the Series 2010 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2010 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2010 Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2010 Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the DEP and the Authority prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2010 Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2010 Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions extensions, improvements or betterments to the System or refunding any outstanding Bonds, or both such purposes.

No Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months,

within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest, if any, on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and

(3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Parity Bonds and any increase in rates adopted by the Issuer and approved by the Public Service Commission of West Virginia, the time for appeal of which shall have expired prior to the issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period herein above referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2010 Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part

thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2010 Bonds.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of the Parity Bonds, and the Issuer then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the DEP, the Authority, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the DEP and the Authority such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the DEP and the Authority, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the DEP, the Authority, or any other original purchaser of the Series 2010 Bonds, and shall mail in each year to any Holder or Holders of the Series 2010 Bonds, requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation, and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with the applicable OMB Circular and the Single Audit Act, or any successor thereto), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2010 Bonds, and shall submit said report to the DEP and the Authority, or any other original purchaser of the Series 2010 Bonds. Such audit report submitted to the DEP and the Authority shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the ARRA Assistance Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the ARRA Assistance Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the DEP and the Authority, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Issuer shall also provide the DEP and the Authority, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the DEP and the Authority with respect to the System pursuant to the Act.

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in EXHIBIT E of the ARRA Assistance Agreement for the Series 2010 A Bonds and the Series 2010 B Bonds or as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2010 Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2010 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2010 Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2010 A Bonds Reserve Account, the Series 2010 B Bonds Reserve Account and the reserve accounts for obligations on a parity with or junior to the Series 2010 Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2010 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 2010 Bonds. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the DEP and the Authority within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the DEP and the Authority and to any Holder of any Bonds, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the DEP and the

Authority and to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the respective ARRA Assistance Agreement, and forward a copy of such report to the DEP and the Authority by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the ARRA Assistance Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the DEP and the Authority, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the DEP and the Authority is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the DEP and the Authority covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the DEP, the Authority and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the ARRA Assistance Agreement for the Series 2010 A Bonds and Series 2010 B Bonds as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed. The Issuer shall at all times provide operation and maintenance of the System in compliance with all State and federal standards.

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the ARRA Assistance Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

The Issuer shall serve the additional customers at the location(s) as set forth in the Certificate of Engineer. The Issuer shall not reduce the amount of additional customers served by the project without the prior written approval of the Board of the Water Development Authority (the "Authority"). Following completion of the Project the Issuer shall certify to the Authority the number of customers added to the System.

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.13. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the water system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the water facilities are not owned by the Issuer, the Issuer shall enter into a termination agreement with the water provider, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 7.14. No Free Services. Except as required by law, the Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be

revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the ARRA Assistance Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract. The Issuer shall verify such bonds prior to commencement of construction.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority and the DEP and the Issuer shall verify such insurance prior to commencement of construction. In the event the ARRA Assistance Agreement so require, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 7.17. Completion and Operation of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project and all orders and approvals from the Public Service Commission of West Virginia necessary for the acquisition and construction of the Project, the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall provide an opinion of counsel to such effect.

Section 7.18. Reserved.

Section 7.19. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2010 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2010 Bonds.

Section 7.20. Compliance with ARRA Assistance Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the ARRA Assistance Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the DEP, the Authority or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

The Issuer shall perform an annual maintenance audit which shall be submitted to the Authority and the Public Service Commission of the West Virgina.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Contracts; Change Orders, Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2010 Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any

proceeds of the Series 2010 Bonds held in "contingency" as set forth in the respective schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the DEP before expending any proceeds of the Series 2010 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the DEP and 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 ground breaking or dedication of the Project.

ARTICLE VIII

INVESTMENT OF FUNDS; USE OF PROCEEDS

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Bond Legislation other than the Revenue Fund, shall be invested and reinvested by the Commission, the Depository Bank, or such other bank or national banking association holding such fund or account, as the case may be, at the written direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank, or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2010 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2010 Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2010 Bonds as a condition to issuance of the Series 2010 Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2010 Bonds as may be necessary in order to maintain the status of the Series 2010 Bonds as public purpose bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2010 Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the DEP, as the case may be, from which the proceeds of the Series 2010 Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the DEP, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2010 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2010 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2010 Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2010 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2010 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond; or

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate and maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might exercise.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Bond Legislation shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be

removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2010 Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2010 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2010 Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2010 Bonds, this Resolution may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2010 Bonds, no material modification or amendment of this Resolution, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2010 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2010 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds, required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 2010 Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2010 Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2010 Bonds.

Section 11.04. Headings, Etc. The headings and catchlines of the articles, sections and subsections hereof are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 11.05. Conflicting Provisions Repealed. All orders or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Resolution do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Date. This Resolution shall take effect immediately upon adoption.

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Adopted this 7th day of January, 2010.

Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of CANAAN VALLEY PUBLIC SERVICE DISTRICT on the 7th day of January, 2010.

Dated: January 22, 2010.

[SEAL]

Diane J. Beall

Secretary

124050.00001

CH5268720

EXHIBIT A

ARRA Assistance Agreement included in bond transcript as Documents 3.

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM); AND SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA), OF CANAAN VALLEY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE ARRA ASSISTANCE AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board (the "Governing Body") of Canaan Valley Public Service District (the "Issuer") has duly and officially adopted a bond resolution on January 7, 2010 (the "Bond Resolution" or the "Resolution"), entitled:

RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF A PUBLIC SEWERAGE SYSTEM OF CANAAN VALLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $2,965,216 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), AND $1,958,455 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED

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OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING ARRA ASSISTANCE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Resolution when used herein;

WHEREAS, the Bond Resolution provides for the issuance of Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), of the Issuer (collectively, the "Bonds" and individually, the "Series 2010 A Bonds"; and the "Series 2010 B Bonds"), in the respective aggregate principal amounts not to exceed $2,965,216 and $1,958,455, and has authorized the execution and delivery of the ARRA Assistance Agreement relating to the Series 2010 A Bonds and Series 2010 B Bonds, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "ARRA Assistance Agreement"), all in accordance with Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Resolution it is provided that the form of the ARRA Assistance Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

WHEREAS, the ARRA Assistance Agreement has been presented to the Issuer at this meeting;

WHEREAS, the Bonds are proposed to be purchased by the Authority pursuant to the ARRA Assistance Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the ARRA Assistance Agreement be approved and ratified by the Issuer, that the exact principal amounts, the dates, the maturity dates, the redemption provisions, the interest rates, the interest and principal payment dates, the sale prices and other terms of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CANAAN VALLEY PUBLIC SERVICE DISTRICT:

Section 1. Pursuant to the Bond Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the following bonds of the Issuer:

A. Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $2,965,216. The Series 2010 A Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2049, and shall bear no interest. The principal of the Series 2010 A Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2012, to and including December 1, 2049, and in the amounts as set forth in the "Schedule Y" attached to the ARRA Assistance Agreement and incorporated in and made a part of the Series 2010 A Bonds. The Series 2010 A Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the ARRA Assistance Agreement, so long as the Authority shall be the registered owner of the Series 2010 A Bonds. This Bond is not subject to the SRF Administrative Fee.

B. Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $1,958,455. The Series 2010 B Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2021, and shall bear no interest. The principal of the Series 2010 B Bonds shall be forgivable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2012, to and including December 1, 2021, and in the amounts as set forth in the "Schedule Y" attached to the ARRA Assistance Agreement and incorporated in and made a part of the Series 2010 B Bonds. The Series 2010 B Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the ARRA Assistance Agreement, so long as the Authority shall be the registered owner of the Series 2010 B Bonds.

Section 2. All other provisions relating to the Bonds and the text of the Bonds shall be in substantially the form provided in the Bond Resolution.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the ARRA Assistance Agreement, copies of which are incorporated herein by reference, and the execution and delivery of the ARRA Assistance Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the ARRA Assistance Agreement and in the applications to the DEP and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the

Bonds under the Bond Resolution and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Bonds under the Bond Resolution.

Section 6. The Issuer does hereby appoint and designate Grant County Bank, Petersburg, West Virginia, to serve as Depository Bank under the Bond Resolution.

Section 7. Series 2010 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2010 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2010 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2010 A Bonds Reserve Account.

Section 9. Series 2010 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2010 B Bonds Reserve Account.

Section 10. Series 2010 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2010 B Bonds Sinking Fund, as capitalized interest.

Section 11. The balance of the proceeds of the Series 2010 A Bonds and Series 2010 B Bonds shall be deposited in or credited to the Series 2010 Bonds Construction Trust Fund for payment of the costs of the Project, including, without limitation, costs of issuance of the Series 2010 Bonds and related costs.

Section 12. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds to be issued hereby and by the Bond Resolution approved and provided for, to the end that the Bonds may be delivered on or about January 22, 2010, to the Authority pursuant to the ARRA Assistance Agreement.

Section 13. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 14. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the Bond Resolution held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such moneys to be invested in such repurchase agreements or time accounts, until further directed in writing by

the Issuer. Moneys in the Sinking Funds and the Reserve Accounts shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 16. The Special Conditions of the ARRA Assistance Agreement are attached as Exhibit A and are hereby agreed to and incorporated herein.

Section 17. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 7th day of January, 2010.

CANAAN VALLEY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of Canaan Valley Public Service District on the 7th day of January, 2010.

Dated: January 22, 2010.

[SEAL]

Diane J. Beall
Secretary

12.23.2009
124050.00001

EXHIBIT A

SPECIAL CONDITIONS – ARRA FUNDED PROJECTS

The Local Government shall include the following covenants in its bond authorizing documents:

A. PUBLIC RELEASE REQUIREMENT – The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, groundbreaking or project dedication program documents and other documents describing projects or programs funded in whole or in part with Federal money, (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – Effective October 1, 2003, the Local Government that receives $500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

C. BUY AMERICAN CERTIFICATION – The Local Government shall cause the contractor(s) to comply with, and provide certification of, the Buy American provisions of the ARRA in accordance with final guidance from the EPA.

D. ASSET MANAGEMENT – The Local Government shall develop and implement an asset management plan in accordance with guidelines issued by DEP and as approved by DEP. New systems shall submit the asset management plan to DEP when the Project is complete. Existing systems shall submit the asset management plan to DEP within six months following completion of the Project.

E. CONTRACTS – The Local Government shall enter into contracts or commence construction by January 28, 2010.

F. LOGO – The Local Government must display the ARRA logo in a manner that informs the public that the project is an ARRA investment.

G. LOBBYING - The Local Government shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying and shall submit certification and disclosure forms as required by DEP.

H. PURCHASING REQUIREMENTS – The Local Government shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an

item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

I. SUSPENSION AND DEBARMENT – The Local Government shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). To the extent required by DEP, the Local Government shall provide certifications as to compliance.

J. REPORTING – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement, including the information required in section 1512 of ARRA when requested by DEP.

K. INSPECTOR GENERAL REVIEWS – The Local Government shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this ARRA Assistance Agreement and (2) interview any officer or employee of the Local Government.

L. FALSE CLAIMS – The Local Government must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this ARRA Assistance Agreement.

M. LIMIT ON FUNDS – The Local Government shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

N. WAGE RATES – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements applicable to ARRA funds.

O. OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE – The Local Government acknowledges and agrees that this ARRA Assistance is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on

www.recovery.gov, and any subsequent guidance documents issued by OMB.

P. DISADVANTAGED BUSINESS ENTERPRISE – Pursuant to 40 CFR, Section 33.301, the Local Government agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Government shall provide DEP with MBE/WBE participation reports semi-annually.

Q. CIVIL RIGHTS – The Local Government shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. The Local Government shall also comply with Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

R. BOND DESIGNATION – Each Local Bond shall be designated "Series [2009] B" and shall contain "(WVCWSRF Program/ARRA)" in the bond name.

S. USER RATES – The Local Government shall covenant that it will not reduce its approved customer rates for at least eighteen months after completion of the Project or (a) until such time as a cost of service study has been completed establishing the actual operation and maintenance expenses or (b) new rates have been established by order of the Public Service Commission. The Local Government shall notify the Authority and the DEP of any action to reduce rates during the eighteen months following completion of construction of the Project.

T. CLOSING CONDITIONS – The closing is contingent upon receipt by the DEP and the Authority of a satisfactory final title opinion, the completion of administrative review by the DEP, the Local Government's adoption of the Bond Resolution and the receipt by the DEP and the Authority of a Buy American Certification from the Contractor.

SRF-ARRA/PSD
(11/09)

ARRA ASSISTANCE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND ARRA ASSISTANCE AGREEMENT (the "ARRA Assistance Agreement"), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "DEP"), and the local government designated below (the "Local Government").

CANAAN VALLEY PUBLIC SERVICE DISTRICT
(2007S-1007/C-544446)
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Title VI of the federal Clean Water Act, as amended (the "Clean Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining state water pollution control revolving funds for the planning, design, construction, acquisition and/or improvement of wastewater treatment facilities;

WHEREAS, the United States Congress has provided additional capitalization grant funding under the Clean Water Act through the American Recovery and Reinvestment Act of 2009 (the "ARRA");

WHEREAS, pursuant to the provisions of Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a state water pollution control revolving fund program (the "Program") to direct the distribution of loans to particular local governments pursuant to the Clean Water Act and the ARRA;

WHEREAS, under the Act the DEP is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards (U.S. General Services

Administration; Catalog of Federal Domestic Assistance, 32nd Edition § 66.458 (1998)) and DEP has been awarded capitalization grants to partially fund the Program;

WHEREAS, the ARRA provides that at least fifty percent (50%) of the funds provided through the capitalization grant be provided as negative interest loans or principal forgiveness (the "ARRA Assistance");

WHEREAS, under the Act and under the direction of DEP, the Authority has established a permanent perpetual fund known as the "West Virginia Water Pollution Control Revolving Fund" (hereinafter the "Fund");

WHEREAS, pursuant to the Act, the Authority and DEP are empowered to make loans from the Fund to local governments for the acquisition or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act, the ARRA and the Act;

WHEREAS, the Local Government constitutes a local government as defined by the Act;

WHEREAS, the Local Government is included on the DEP State Project Priority List and the Intended Use Plan and has met DEP's pre-application requirements for the Program;

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of acquisition and construction of the same by borrowing money to be evidenced by revenue bonds issued by the Local Government;

WHEREAS, the Local Government intends to construct, is constructing or has constructed such a wastewater treatment project at the location and as more particularly described and set forth in the Application, as hereinafter defined (the "Project");

WHEREAS, the Local Government has completed and filed with the Authority and DEP an Application for a Loan with attachments and exhibits and an Amended Application for a Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

WHEREAS, having reviewed the Application and the Fund having available sufficient funds therefor, the Authority and DEP are willing to lend the Local Government the amount set forth on Schedule X attached hereto and incorporated herein

by reference, through the purchase of revenue bonds of the Local Government with moneys held in the Fund, subject to the Local Government's satisfaction of certain legal and other requirements of the Program.

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

ARTICLE I

Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "fund," "local government," and "project" have the definitions and meanings ascribed to them in the Act, the ARRA, or in the SRF Regulations.

1.2 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any successor thereto.

1.3 "Loan" means the loan to be made by the Authority and DEP to the Local Government through the purchase of Local Bonds, as hereinafter defined, pursuant to this ARRA Assistance Agreement.

1.4 "Local Act" means the official action of the Local Government required by Section 4.1 hereof, authorizing the Local Bonds.

1.5 "Local Bonds" means the revenue bonds to be issued by the Local Government pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority with money held in the Fund, all in accordance with the provisions of this ARRA Assistance Agreement.

1.6 "Local Statute" means the specific provisions of the Code of West Virginia, 1931, as amended, pursuant to which the Local Bonds are issued.

1.7 "Operating Expenses" means the reasonable, proper and necessary costs of operation and maintenance of the System, as hereinafter defined, as should normally and regularly be included as such under generally accepted accounting principles, including ARRA Assistance.

1.8 "Program" means the wastewater treatment facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Clean Water Act and administered by DEP.

1.9 "Project" means the wastewater treatment facility project hereinabove referred to, to be constructed or being constructed by the Local Government in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Local Government in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Local Bonds.

1.10 "SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

1.11 "System" means the wastewater treatment facility owned by the Local Government, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.12 Additional terms and phrases are defined in this ARRA Assistance Agreement as they are used.

ARTICLE II

The Project and the System

2.1 The Project shall generally consist of the construction and acquisition of the facilities described in the Application, to be, being or having been constructed in accordance with plans, specifications and designs prepared for the Local Government by the Consulting Engineers, the DEP and Authority having found, to the extent applicable, that the Project is consistent with the applicable provisions of the Program.

2.2 Subject to the terms, conditions and provisions of this ARRA Assistance Agreement and the Local Act, the Local Government has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared for the Local Government by the Consulting Engineers.

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Local Government, subject to any mortgage lien

or other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property is approved by DEP and the Authority.

2.4 The Local Government agrees that the Authority and DEP and their respective duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Local Government further agrees that the Authority and DEP and their respective duly authorized agents shall, prior to, during and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and DEP with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Local Government shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Local Government shall permit the Authority and DEP, acting by and through their Directors or duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Government shall submit to the Authority and DEP such documents and information as it may reasonably require in connection with the construction, acquisition and installation of the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

2.6 The Local Government agrees that it will permit the Authority and DEP and their respective agents to have access to the records of the Local Government pertaining to the operation and maintenance of the System at any reasonable time following completion of construction of the Project and commencement of operation thereof or if the Project is an improvement to an existing system at any reasonable time following commencement of construction.

2.7 The Local Government shall require that each construction contractor furnish a performance bond and a payment bond, each in an amount at least equal to one hundred percent (100%) of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract and shall verify or have verified such bonds prior to commencement of construction.

2.8 The Local Government shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority and DEP and shall verify or have verified such insurance prior to commencement of construction.

Until the Project facilities are completed and accepted by the Local Government, the Local Government or (at the option of the Local Government) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Local Government, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Local Government on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Government must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Local Government shall provide and maintain competent and adequate engineering services satisfactory to the Authority and DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, DEP and the Local Government at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies. The Local Government shall require the Consulting Engineers to submit Record Drawings, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator(s) to operate the System during the entire term of this ARRA Assistance Agreement. The Local Government shall notify DEP in writing of the certified operator employed at the 50% completion stage.

2.11 The Local Government hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, DEP or other State,

federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

2.12 The Local Government, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit B and incorporated herein by reference, and forward a copy by the 10th of each month to DEP and the Authority.

2.13 The Local Government, during construction of the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward such forms to DEP in compliance with the Local Government's construction schedule.

2.14 The Local Government shall serve the additional customers at the location(s) as set forth in Schedule X. The Local Government shall not reduce the amount of additional customers served by the project without the prior written approval of the Authority Board. Following completion of the Project the Local Government shall certify to the Authority the number of customers added to the System.

2.15 The Local Government shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia.

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

3.1 The agreement of the Authority and DEP to make the Loan is subject to the Local Government's fulfillment, to the satisfaction of the Authority and DEP, of each and all of those certain conditions precedent on or before the delivery date for the Local Bonds, which shall be the date established pursuant to Section 3.4 hereof. Said conditions precedent are as follows:

(a) The Local Government shall have delivered to the Authority and DEP a report listing the specific purposes for which the proceeds of the Loan will be expended and the procedures as to the disbursement of loan proceeds, including an estimated monthly draw schedule;

(b) The Local Government shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this ARRA Assistance Agreement;

(c) The Local Government shall have authorized the issuance of and delivery to the Authority of the Local Bonds described in this Article III and in Article IV hereof;

(d) The Local Government shall either have received bids or entered into contracts for the construction of the Project, which are in an amount and otherwise compatible with the plan of financing described in the Application; provided that, if the Loan will refund an interim construction financing, the Local Government must either be constructing or have constructed its Project for a cost and as otherwise compatible with the plan of financing described in the Application; and, in either case, the Authority and DEP shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit D;

(e) The Local Government shall have obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, and the Authority and DEP shall have received a certificate of the Consulting Engineers to such effect;

(f) The Local Government shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the West Virginia Infrastructure and Jobs Development Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(g) The Local Government shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(h) The Local Government shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), with all requisite appeal periods having expired without successful appeal, and

the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(i) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority and DEP shall have received a certificate of the accountant for the Local Government, or such other person or firm experienced in the finances of local governments and satisfactory to the Authority and DEP, to such effect; and

(j) The net proceeds of the Local Bonds, together with all moneys on deposit or to be simultaneously deposited (or, with respect to proceeds of grant anticipation notes or other indebtedness for which a binding purchase contract has been entered, to be deposited on a date certain) and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, shall be sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and the Authority and DEP shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of wastewater treatment projects and satisfactory to the Authority and DEP, to such effect, such certificate to be in form and substance satisfactory to the Authority and DEP, and evidence satisfactory to the Authority and DEP of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this ARRA Assistance Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government including rules, regulations and procedures promulgated under the Clean Water Act and/or the ARRA, it is hereby agreed that the Authority shall make the Loan to the Local Government and the Local Government shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

3.3 The Loan shall be secured and shall be repaid in the manner hereinafter provided in this ARRA Assistance Agreement.

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Local Government by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as

close as possible to the designated date and mutually agreeable to the Authority, DEP and the Local Government. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this ARRA Assistance Agreement by the Authority or such later date as is agreed to in writing by DEP.

3.5 The Local Government understands and acknowledges that it is one of several local governments which have applied to the Authority and DEP for loans from the Fund to finance wastewater treatment projects and that the obligation of the Authority to make any such loan is subject to the Local Government's fulfilling all of the terms and conditions of this ARRA Assistance Agreement on or prior to the Date of Loan Closing and to the requirements of the Program. The Local Government specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Fund to purchase all the Local Bonds and that, prior to such purchase, the Authority may purchase the bonds of other local governments set out in the State Project Priority List, as defined in the SRF Regulations. The Local Government further specifically recognizes that all loans will be originated in conjunction with the SRF Regulations and with the prior approval of DEP.

3.6 The Local Government shall provide DEP with the appropriate documentation to comply with the special conditions regarding the public release and audit requirements established by federal and State regulations as set forth in Exhibit E attached hereto at such times as are set forth therein.

ARTICLE IV

Local Bonds; Security for Loan; Repayment of Loan; Interest on Loan; Fees and Charges

4.1 The Local Government shall, as one of the conditions of the Authority and DEP to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Government in accordance with the Local Statute, which shall, as adopted or enacted, contain provisions and covenants in substantially the form as follows:

(a) That the gross revenues of the System shall always be used for purposes of the System. Such gross revenues will be used monthly, in the order of priority listed below:

(i) to pay Operating Expenses of the System;

(ii) unless waived or modified by Schedule X and to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

(iii) to create a renewal and replacement, or similar, fund in an amount equal to two and one-half percent (2-1/2%) of the gross revenues from the System, exclusive of any payments into the Reserve Account, for the purpose of improving or making emergency repairs or replacements to the System (or eliminating any deficiencies in the Reserve Account, if applicable); and

(iv) for other legal purposes of the System, including payment of debt service on other obligations junior, subordinate and inferior to the Local Bonds.

Provided, that if the Local Government has existing outstanding indebtedness which has greater coverage or renewal and replacement fund requirements, then the greater requirements will prevail until said existing indebtedness is paid in full.

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by a pledge of either the net or gross revenues of the System as provided in the Local Act;

(ii) Unless waived in Schedule X, that the schedule of rates or charges for the services of the System shall be sufficient to provide funds which, along with other revenues of the System, will pay all Operating Expenses and leave a balance each year equal to at least one hundred fifteen percent (115%) of the maximum amount required in any year for debt service on the Local Bonds and all other obligations secured by a lien on or payable from the revenues of the System prior to or on a parity

with the Local Bonds or, if the Reserve Account is funded (whether by Local Bond proceeds, monthly deposits or otherwise) at an amount equal to the Reserve Requirement and any reserve account for any such prior or parity obligations is funded at least at the requirement therefor, equal to at least one hundred ten percent (110%) of the maximum amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

(iii) That the Local Government shall complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the Regulations, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, provided that the net proceeds to be realized from such sale, mortgage, lease or other disposition shall be sufficient to fully pay all of the Local Bonds outstanding and further provided that portions of the System when no longer required for the ongoing operation of such System as evidenced by certificates from the Consulting Engineer, may be disposed of with such restrictions as are normally contained in such covenants;

(v) That the Local Government shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds and with the prior written consent of the Authority and DEP; provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

(vi) That the Local Government will carry such insurance as is customarily carried with respect to works and properties similar to the System, including those specified by Section 2.8 hereof;

(vii) That the Local Government will not render any free services of the System;

(viii) That the Authority may, by proper legal action, compel the performance of the duties of the Local Government under the Local Act, including the making and collection of sufficient rates or charges for services rendered by the

System, and shall also have, in the event of a default in payment of principal of or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Project, or both, as provided by law and all rights as set forth in Section 5 of the Act;

(ix) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, all delinquent rates and charges, if not paid when due, shall become a lien on the premises served by the System;

(x) That, to the extent legally allowable, the Local Government will not grant any franchise to provide any services which would compete with the System;

(xi) That the Local Government shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and DEP, which report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Local Government shall annually adopt a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding fiscal year and shall submit a copy of such budget to the Authority and DEP within 30 days of adoption thereof;

(xiii) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, prospective users of the System shall be required to connect thereto;

(xiv) That the proceeds of the Local Bonds, advanced from time to time, except for accrued interest and capitalized interest, if any, must (a) be deposited in a construction fund, which, except as otherwise agreed to in writing by the Authority, shall be held separate and apart from all other funds of the Local Government and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim financing of such Local Government, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and DEP, the proceeds of the Local Bonds may be used to fund all or a portion

of the Reserve Account, on which the owner of the Local Bonds shall have a lien as provided herein;

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Local Government may authorize redemption of the Local Bonds with 30 days written notice to the Authority;

(xvi) That the West Virginia Municipal Bond Commission (the "Commission") shall serve as paying agent for all Local Bonds;

(xvii) That the Local Government shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Local Government shall complete the Monthly Payment Form, attached hereto as Exhibit F and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month. The Local Government shall authorize the Commission to electronically sweep the monthly payments from its general revenue fund or by such other means as the Authority shall direct in writing;

(xviii) That, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, which exception shall be set forth in an opinion of bond counsel, the Local Government will furnish to the Authority, annually, at such time as it is required to perform its rebate calculations under the Internal Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

(xix) That the Local Government shall have obtained the certificate of the Consulting Engineers to the effect that the Project has been or will be constructed in accordance with the approved plans, specifications and design as submitted to the Authority and DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and DEP is sufficient to pay the costs of acquisition and construction of the Project and all permits required by federal and State laws for construction of the Project have been obtained;

(xx) That the Local Government shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate the services of any water facility owned by it to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore the services of the water facility until all delinquent charges for the services of the System have been fully paid or, if the water facility is not owned by the Local

Government, then the Local Government shall enter into a termination agreement with the water provider; and

(xxi) That the Local Government shall submit all proposed change orders to the DEP for written approval. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds held in "contingency" as set forth in the final Schedule A attached to the certificate of the Consulting Engineer. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

The Local Government hereby represents and warrants that the Local Act has been or shall be duly adopted or enacted in compliance with all necessary corporate and other action and in accordance with applicable provisions of law. All legal matters incident to the authorization, issuance, validity, sale and delivery of the Local Bonds shall be approved without qualification by nationally recognized bond counsel acceptable to the Authority in substantially the form of legal opinion attached hereto as Exhibit G.

4.2 The Loan shall be secured by the pledge and assignment by the Local Government, as effected by the Local Act, of the fees, charges and other revenues of the Local Government from the System.

4.3 At least five percent (5%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the DEP monthly as required by the Local Government to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Government, the DEP and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the SRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.4 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the Local Government. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

4.5 As provided by the SRF Regulations, the Local Government agrees to pay from time to time, if required by the Authority and DEP, the Local Government's

allocable share of the reasonable administrative expenses of the Authority relating to the Program. Such administrative expenses shall be determined by the Authority and shall include, without limitation, Program expenses, legal fees paid by the Authority and fees paid to the trustee and paying agents for any bonds or notes to be issued by the Authority for contribution to the Fund and the fees and expenses of any corporate trustee for the Fund.

4.6 The obligation of the Authority to make any loans shall be conditioned upon the availability of moneys in the Fund in such amount and on such terms and conditions as, in the sole judgment of the Authority, will enable it to make the Loan.

ARTICLE V

Certain Covenants of the Local Government; Imposition and Collection of User Charges; Payments To Be Made by Local Government to the Authority

5.1 The Local Government hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this ARRA Assistance Agreement and the Local Act. The Local Government hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to make the Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System and will take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the required sums set forth in the Local Act and this ARRA Assistance Agreement, the Local Government hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges (or where applicable, immediately file with the PSC for a rate increase) and take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and this ARRA Assistance Agreement.

5.3 In the event the Local Government defaults in any payment due to the Authority pursuant to this ARRA Assistance Agreement, the amount of such default

shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Local Government hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Government, the Authority may exercise any or all of the rights and powers granted under Section 5 of the Act, including, without limitation, the right to impose, enforce and collect charges of the System.

ARTICLE VI

Other Agreements of the Local Government

6.1 The Local Government hereby acknowledges to the Authority and DEP its understanding of the provisions of the Act, vesting in the Authority and DEP certain powers, rights and privileges with respect to wastewater treatment projects in the event of default by the Local Government in the terms and covenants of this ARRA Assistance Agreement, and the Local Government hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Government shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this ARRA Assistance Agreement.

6.2 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this ARRA Assistance Agreement, in the Application or in any other application or documentation with respect to financing the Project was at the time, and now is, true, correct and complete, and such information does not omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to the Authority's making the Loan and receiving the Local Bonds, the Authority and DEP shall have the right to cancel all or any of their obligations under this ARRA Assistance Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Government has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this ARRA Assistance Agreement.

6.3 The Local Government hereby agrees to give the Authority and DEP prior written notice of the issuance by it of any other obligations to be used for the

System, payable from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

ARTICLE VII

Miscellaneous

7.1 Schedules X and Y shall be attached to this ARRA Assistance Agreement by the Authority as soon as practicable after the Date of Loan Closing is established and shall be approved by an official action of the Local Government supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

7.2 If any provision of this ARRA Assistance Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ARRA Assistance Agreement, and this ARRA Assistance Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.3 This ARRA Assistance Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this ARRA Assistance Agreement.

7.4 No waiver by any party of any term or condition of this ARRA Assistance Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this ARRA Assistance Agreement.

7.5 This ARRA Assistance Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Loan and constitutes the entire agreement between the parties hereto in respect thereof.

7.6 By execution and delivery of this ARRA Assistance Agreement, notwithstanding the date hereof, the Local Government specifically recognizes that it is hereby agreeing to sell its Local Bonds to the Authority and that such obligation may be specifically enforced or subject to a similar equitable remedy by the Authority.

7.7 This ARRA Assistance Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Government from either the Authority or DEP;

(ii) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by DEP if the Local Government has failed to deliver the Local Bonds to the Authority;

(iii) termination by the Authority and DEP pursuant to Section 6.2 hereof; or

(iv) unless waived or modified by Schedule X, payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Local Government to the Authority or DEP; provided that the amount of the Loan made under this ARRA Assistance Agreement in any succeeding fiscal year is contingent upon funds being appropriated by the State legislature or otherwise being available to make the Loan. In the event funds are not appropriated or otherwise available to make all of the Loan, the responsibility of the Authority and DEP to make all the Loan is terminated; provided further that the obligation of the Local Government to repay the outstanding amount of the Loan made by the Authority and DEP is not terminated due to such non-funding on any balance of the Loan. The DEP agrees to use its best efforts to have the amount contemplated under this ARRA Assistance Agreement included in its budget. Non-appropriation or non-funding of the Loan shall not be considered an event of default under this ARRA Assistance Agreement.

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

CANAAN VALLEY PUBLIC SERVICE DISTRICT

(SEAL)

By: _____
Its: Chairman
Date: January 22, 2010

Attest:

Diane J. Beall
Its: Secretary

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER AND WASTE MANAGEMENT

By: Scott G. Mandeville
Its: Acting Director
Date: January 22, 2010

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: January 22, 2010

Attest:

Carol A. Cummings
Its: Secretary-Treasurer

{C1657390.1}

EXHIBIT A

FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

EXHIBIT B

MONTHLY FINANCIAL REPORT

Name of Local Government
Name of Bond Issue(s)_____
Type of Project _____ **Water** _____ **Wastewater**
Fiscal Year _____ **Report Month** _____

Item	Current Month	Total Year To Date	Budget Year To Date	Budget Year To Date Minus Total Year To Date
1. Gross Revenues				
2. Operating Expenses				
3. Bond Payments:				
Type of Issue				
Clean Water SRF				
Drinking Water TRF				
Infrastructure Fund				
Water Development Authority				
Rural Utilities Service				
Economic Development Administration				
Other (Identify)				
4. Renewal and Replacement Fund Deposits				

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 1 You will need a copy of the current fiscal year budget adopted by the Local Government to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of $1,200 are anticipated to be received for the year, each month the base would be increased by $100 ($1,200/12). This is the incremental amount for the Budget Year-to-Date column.

Item 2 Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of $900 are anticipated to be incurred for the year, each month the base would be increased by $75 ($900/12). This is the incremental amount for the Budget Year-to-Date column.

Item 3 Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Local Government according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.

Item 4 Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are $1,200, then $30 (2.5% of $1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Government.

The Local Government must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.

EXHIBIT C

PAYMENT REQUISITION FORM

(All Copies to Be Provided by DEP for Each Project)

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____
(Issuer)

(Name of Bonds)

I, _____, Registered Professional Engineer, West Virginia License No._____, of _____, Consulting Engineers, _____, _____, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of _____ to the _____ system (the "Project") of _____ (the "Issuer"), to be constructed primarily in _____County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the ARRA Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), dated _____.

2. The Bonds are being issued for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and any change orders approved by the Issuer, the DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule A attached hereto as Exhibit

A, and my firm[1] has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) the Issuer has received the Buy American Certificate from each contractor; (x) as of the effective date thereof[2], the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the ARRA Assistance Agreement; (xi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; and (xii) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

WITNESS my signature and seal on this ____ day of _____, ____.

By _____
West Virginia License No.

[SEAL]

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[1]If another responsible party, such as the Issuer's attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of _____, Esq.] and delete "my firm has ascertained that".

[2]If the Rule 42 Exhibit and/or rate structure was prepared by an accountant, then insert the following: "In reliance upon the certificate of _____ of even date herewith," at the beginning of (x).

EXHIBIT E

SPECIAL CONDITIONS – ARRA FUNDED PROJECTS

The Local Government shall include the following covenants in its bond authorizing documents:

A. PUBLIC RELEASE REQUIREMENT – The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, groundbreaking or project dedication program documents and other documents describing projects or programs funded in whole or in part with Federal money, (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – Effective October 1, 2003, the Local Government that receives $500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

C. BUY AMERICAN CERTIFICATION – The Local Government shall cause the contractor(s) to comply with, and provide certification of, the Buy American provisions of the ARRA in accordance with final guidance from the EPA.

D. ASSET MANAGEMENT – The Local Government shall develop and implement an asset management plan in accordance with guidelines issued by DEP and as approved by DEP. New systems shall submit the asset management plan to DEP when the Project is complete. Existing systems shall submit the asset management plan to DEP within six months following completion of the Project.

E. CONTRACTS – The Local Government shall enter into contracts or commence construction by January 28, 2010.

F. LOGO – The Local Government must display the ARRA logo in a manner that informs the public that the project is an ARRA investment.

G. LOBBYING - The Local Government shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying and shall submit certification and disclosure forms as required by DEP.

H. PURCHASING REQUIREMENTS – The Local Government shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

I. SUSPENSION AND DEBARMENT – The Local Government shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). To the extent required by DEP, the Local Government shall provide certifications as to compliance.

J. REPORTING – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement, including the information required in section 1512 of ARRA when requested by DEP.

K. INSPECTOR GENERAL REVIEWS – The Local Government shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this ARRA Assistance Agreement and (2) interview any officer or employee of the Local Government.

L. FALSE CLAIMS – The Local Government must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this ARRA Assistance Agreement.

M. LIMIT ON FUNDS – The Local Government shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

N. WAGE RATES – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL

guidance and regulations implementing wage rate requirements applicable to ARRA funds.

O. OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE – The Local Government acknowledges and agrees that this ARRA Assistance is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

P. DISADVANTAGED BUSINESS ENTERPRISE – Pursuant to 40 CFR, Section 33.301, the Local Government agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Government shall provide DEP with MBE/WBE participation reports semi-annually.

Q. CIVIL RIGHTS – The Local Government shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. The Local Government shall also comply with Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

R. BOND DESIGNATION – Each Local Bond shall be designated "Series [2009] B" and shall contain "(WVCWSRF Program/ARRA)" in the bond name.

S. USER RATES – The Local Government shall covenant that it will not reduce its approved customer rates for at least eighteen months after completion of the Project or (a) until such time as a cost of service study has been completed establishing the actual operation and maintenance expenses or (b) new rates have been established by order of the Public Service Commission. The Local Government shall notify the Authority and the DEP of any action to reduce rates during the eighteen months following completion of construction of the Project.

T. CLOSING CONDITIONS – The closing is contingent upon receipt by the DEP and the Authority of a satisfactory final title opinion, the completion of

administrative review by the DEP, the Local Government's adoption of the Bond Resolution and the receipt by the DEP and the Authority of a Buy American Certification from the Contractor.

EXHIBIT F

MONTHLY PAYMENT FORM

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311

Re: [Name of bond issue]

Ladies and Gentlemen:

The following deposits were made to the West Virginia Municipal Bond Commission on behalf of [Name of Local Government] on [Date].

Sinking Fund:

Interest	$
Principal	$
Total:	$
Reserve Account:	$

Witness my signature this ____ day of_____.

[Name of Local Government]

By: _____
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

OPINION OF BOND COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Loan Closing]

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311

West Virginia Department of Environmental Protection
601 57th Street
Charleston, WV 25304

Ladies and Gentlemen:

We are bond counsel to _____ (the "Local Government"), a _____.

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a ARRA assistance agreement dated _____, ____, including all schedules and exhibits attached thereto (the "ARRA Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and (ii) the issue of a series of revenue bonds of the Local Government, dated _____, ____ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the ARRA Assistance Agreement. The Local Bonds are issued in the principal amount of $_____, in the form of one bond, registered as to principal and interest to the Authority, with principal and interest payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning _____ 1, ____, and ending _____ 1, ____, all as set forth in the "Schedule Y" attached to the ARRA Assistance Agreement and incorporated in and made a part of the Local Bonds.

The Local Bonds are issued for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of _____ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the bond duly adopted or enacted by the Local Government on _____, as supplemented by the supplemental

resolution duly adopted by the Local Government on _____ (collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the ARRA Assistance Agreement has been undertaken. The Local Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the ARRA Assistance Agreement.

Based upon the foregoing and upon our examination of such other documents as we have deemed necessary, we are of the opinion as follows:

1. The ARRA Assistance Agreement has been duly authorized by and executed on behalf of the Local Government and is a valid and binding special obligation of the Local Government, enforceable in accordance with the terms thereof.

2. The ARRA Assistance Agreement inures to the benefit of the Authority and the DEP and cannot be amended so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Local Government without the consent of the Authority and the DEP.

3. The Local Government is a duly organized and validly existing _____, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt or enact the Local Act and to issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

4. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Local Government and constitute valid and binding obligations of the Local Government, enforceable against the Local Government in accordance with their terms. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the ARRA Assistance Agreement.

5. The Local Bonds have been duly authorized, issued, executed and delivered by the Local Government to the Authority and are valid, legally enforceable and binding special obligations of the Local Government, payable from the net or gross revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the net

or gross revenues of the System, all in accordance with the terms of the Local Bonds and the Local Act.

6. The Local Bonds are, by statute, exempt _____, and under existing statutes and court decisions of the United States of America, as presently written and applied, the interest on the Local Bonds is excludable from the gross income of the recipients thereof for federal income tax purposes.

No opinion is given herein as to the effect upon enforceability of the Local Bonds of bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights or in the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Local Bond numbered R-1, and in our opinion the form of said bond and its execution and authentication are regular and proper.

Very truly yours,

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

A. Series A Bonds (CWSRF Base Program)

Principal Amount of Local Bonds $2,965,216
Purchase Price of Local Bonds $2,965,216

The Local Bonds shall bear no interest. Commencing March 1, 2012, principal of the Local Bonds is payable quarterly, with no administrative fee. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

The Local Government shall submit its payments monthly to the Commission with instructions that the Commission will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority. If the Reserve Account is not fully funded at closing, the Local Government shall commence the payment of the 1/120 of the maximum annual debt service on the first day of the month it makes its first monthly payment to the Commission. The Local Government shall instruct the Commission to notify the Authority of any monthly payments which are not received by the 20th day of the month in which the payment was due.

The Local Bonds are fully registered in the name of the Authority as to principal only and the Local Bonds shall grant the Authority a first lien on the net or gross revenues of the Local Government's system as provided in the Local Act.

The Local Government may prepay the Local Bonds in full at any time at the price of par upon 30 days' written notice to the Authority and DEP. The Local Government shall request approval from the Authority and DEP in writing of any proposed debt which will be issued by the Local Government on a parity with the Local Bonds which request must be filed at least 60 days prior to the intended date of issuance.

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Government: none.

Number of New Customers to Be Served: 5 re-sale
Location: Canaan Valley

B. Series B Bonds (ARRA)

Principal Amount of Local Bonds $1,958,455
Purchase Price of Local Bonds $1,958,455

The Local Bonds shall bear no interest. The Authority at the direction of the DEP shall forgive the principal amount of the Local Bonds. Principal forgiveness shall begin on March 1, 2012, and shall be made quarterly thereafter (March 1, June 1, September 1 and December 1 of each year) as set forth on Schedule Y attached hereto and incorporated herein by reference.

The Local Bonds are fully registered in the name of the Authority.

The Local Government shall make monthly payments into the Renewal and Replacement Fund as required by Section 4.1 of this Agreement for at least the term of the Local Bonds.

The Local Government shall notify the Authority and the Council of any proposed bond indebtedness secured by the revenues of the System.

SCHEDULE Y
DEBT SERVICE SCHEDULES

Canaan Valley PSD

CWSRF

40 Years from Closing Date

0% Interest Rate

0% Administrative Fee

Dated Date	1/22/10		
Delivery Date	1/22/10		

Period Ending	Principal	Interest	Debt Service
1/22/10			
3/1/12	19,508		19,508
6/1/12	19,508		19,508
9/1/12	19,508		19,508
12/1/12	19,508		19,508
3/1/13	19,508		19,508
6/1/13	19,508		19,508
9/1/13	19,508		19,508
12/1/13	19,508		19,508
3/1/14	19,508		19,508
6/1/14	19,508		19,508
9/1/14	19,508		19,508
12/1/14	19,508		19,508
3/1/15	19,508		19,508
6/1/15	19,508		19,508
9/1/15	19,508		19,508
12/1/15	19,508		19,508
3/1/16	19,508		19,508
6/1/16	19,508		19,508
9/1/16	19,508		19,508
12/1/16	19,508		19,508
3/1/17	19,508		19,508
6/1/17	19,508		19,508
9/1/17	19,508		19,508
12/1/17	19,508		19,508
3/1/18	19,508		19,508
6/1/18	19,508		19,508
9/1/18	19,508		19,508
12/1/18	19,508		19,508
3/1/19	19,508		19,508
6/1/19	19,508		19,508
9/1/19	19,508		19,508
12/1/19	19,508		19,508
3/1/20	19,508		19,508
6/1/20	19,508		19,508
9/1/20	19,508		19,508
12/1/20	19,508		19,508
3/1/21	19,508		19,508
6/1/21	19,508		19,508
9/1/21	19,508		19,508
12/1/21	19,508		19,508
3/1/22	19,508		19,508
6/1/22	19,508		19,508

Canaan Valley PSD

CWSRF

40 Years from Closing Date

0% Interest Rate

0% Administrative Fee

Period Ending	Principal	Interest	Debt Service
9/1/22	19,508		19,508
12/1/22	19,508		19,508
3/1/23	19,508		19,508
6/1/23	19,508		19,508
9/1/23	19,508		19,508
12/1/23	19,508		19,508
3/1/24	19,508		19,508
6/1/24	19,508		19,508
9/1/24	19,508		19,508
12/1/24	19,508		19,508
3/1/25	19,508		19,508
6/1/25	19,508		19,508
9/1/25	19,508		19,508
12/1/25	19,508		19,508
3/1/26	19,508		19,508
6/1/26	19,508		19,508
9/1/26	19,508		19,508
12/1/26	19,508		19,508
3/1/27	19,508		19,508
6/1/27	19,508		19,508
9/1/27	19,508		19,508
12/1/27	19,508		19,508
3/1/28	19,508		19,508
6/1/28	19,508		19,508
9/1/28	19,508		19,508
12/1/28	19,508		19,508
3/1/29	19,508		19,508
6/1/29	19,508		19,508
9/1/29	19,508		19,508
12/1/29	19,508		19,508
3/1/30	19,508		19,508
6/1/30	19,508		19,508
9/1/30	19,508		19,508
12/1/30	19,508		19,508
3/1/31	19,508		19,508
6/1/31	19,508		19,508
9/1/31	19,508		19,508
12/1/31	19,508		19,508
3/1/32	19,508		19,508
6/1/32	19,508		19,508
9/1/32	19,508		19,508
12/1/32	19,508		19,508
3/1/33	19,508		19,508
6/1/33	19,508		19,508
9/1/33	19,508		19,508
12/1/33	19,508		19,508
3/1/34	19,508		19,508

Canaan Valley PSD

CWSRF

40 Years from Closing Date

0% Interest Rate

0% Administrative Fee

Period Ending	Principal	Interest	Debt Service
6/1/34	19,508		19,508
9/1/34	19,508		19,508
12/1/34	19,508		19,508
3/1/35	19,508		19,508
6/1/35	19,508		19,508
9/1/35	19,508		19,508
12/1/35	19,508		19,508
3/1/36	19,508		19,508
6/1/36	19,508		19,508
9/1/36	19,508		19,508
12/1/36	19,508		19,508
3/1/37	19,508		19,508
6/1/37	19,508		19,508
9/1/37	19,508		19,508
12/1/37	19,508		19,508
3/1/38	19,508		19,508
6/1/38	19,508		19,508
9/1/38	19,508		19,508
12/1/38	19,508		19,508
3/1/39	19,508		19,508
6/1/39	19,508		19,508
9/1/39	19,508		19,508
12/1/39	19,508		19,508
3/1/40	19,508		19,508
6/1/40	19,508		19,508
9/1/40	19,508		19,508
12/1/40	19,508		19,508
3/1/41	19,508		19,508
6/1/41	19,508		19,508
9/1/41	19,508		19,508
12/1/41	19,508		19,508
3/1/42	19,508		19,508
6/1/42	19,508		19,508
9/1/42	19,508		19,508
12/1/42	19,508		19,508
3/1/43	19,508		19,508
6/1/43	19,508		19,508
9/1/43	19,508		19,508
12/1/43	19,508		19,508
3/1/44	19,508		19,508
6/1/44	19,508		19,508
9/1/44	19,508		19,508
12/1/44	19,508		19,508
3/1/45	19,508		19,508
6/1/45	19,508		19,508
9/1/45	19,508		19,508
12/1/45	19,508		19,508

Canaan Valley PSD

CWSRF

40 Years from Closing Date

0% Interest Rate

0% Administrative Fee

Period Ending	Principal	Interest	Debt Service
3/1/46	19,508		19,508
6/1/46	19,508		19,508
9/1/46	19,508		19,508
12/1/46	19,508		19,508
3/1/47	19,508		19,508
6/1/47	19,508		19,508
9/1/47	19,508		19,508
12/1/47	19,508		19,508
3/1/48	19,508		19,508
6/1/48	19,508		19,508
9/1/48	19,508		19,508
12/1/48	19,508		19,508
3/1/49	19,508		19,508
6/1/49	19,508		19,508
9/1/49	19,508		19,508
12/1/49	19,508		19,508
	2,965,216		**2,965,216**

Canaan Valley PSD

ARRA

10 Years

	Dated Date	1/22/10	
	Delivery Date	1/22/10	

Period Ending	Debt Service		Principal Forgiveness
1/22/10			
3/1/12	-48,962		-48,962
6/1/12	-48,962		-48,962
9/1/12	-48,962		-48,962
12/1/12	-48,962		-48,962
3/1/13	-48,962		-48,962
6/1/13	-48,962		-48,962
9/1/13	-48,962		-48,962
12/1/13	-48,962		-48,962
3/1/14	-48,962		-48,962
6/1/14	-48,962		-48,962
9/1/14	-48,962		-48,962
12/1/14	-48,962		-48,962
3/1/15	-48,962		-48,962
6/1/15	-48,962		-48,962
9/1/15	-48,961		-48,961
12/1/15	-48,961		-48,961
3/1/16	-48,961		-48,961
6/1/16	-48,961		-48,961
9/1/16	-48,961		-48,961
12/1/16	-48,961		-48,961
3/1/17	-48,961		-48,961
6/1/17	-48,961		-48,961
9/1/17	-48,961		-48,961
12/1/17	-48,961		-48,961
3/1/18	-48,961		-48,961
6/1/18	-48,961		-48,961
9/1/18	-48,961		-48,961
12/1/18	-48,961		-48,961
3/1/19	-48,961		-48,961
6/1/19	-48,961		-48,961
9/1/19	-48,961		-48,961
12/1/19	-48,961		-48,961
3/1/20	-48,961		-48,961
6/1/20	-48,961		-48,961
9/1/20	-48,961		-48,961
12/1/20	-48,961		-48,961
3/1/21	-48,961		-48,961
6/1/21	-48,961		-48,961
9/1/21	-48,961		-48,961
12/1/21	-48,962		-48,962
	-1,958,455		**-1,958,455**

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information
(304) 353-8196 – Telephone
(304) 353-8180 – Facsimile
John.stump@steptoe-johnson.com

January 11, 2010

RECEIVED
10 JAN 11 PM 4:00
W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

Via Hand Delivery

Sandra Squire, *Executive Secretary*
Public Service Commission of West Virginia
201 Brooks Street
Charleston, West Virginia 25323

Re: Case No.: 09-0970-PSD-SCN
CANAAN VALLEY PUBLIC SERVICE DISTRICT
Application for a certificate of convenience and necessity to construct two wastewater treatment facilities, as well as collection/transmission system to gather and transport sewer flow to the proposed facilities and appurtenances related thereto

Dear Ms. Squire:

Enclosed herein for filing on behalf of the Canaan Valley Public Service District, please find an affidavit by the District's certified public accountant.

Please file the enclosed affidavit and distribute the additional copies to the appropriate parties at the Commission. Additionally, I ask that you date stamp the file copy provided and return it with our messenger. Thank you in advance for your attention to this matter, and should you have any questions please contact me at (304) 353-8196.

Best Regards,

John C. Stump
(W. V. State Bar No. 6385)

Enclosures

124050.00001

SCOTT and NYPL, CPAs, A.C.
Certified Public Accountants

44 South Randolph Avenue
P.O. Box 1998
Elkins, WV 26241
(304) 636-7420
FAX (304) 636-7538

GEORGE R. SCOTT, MBA, CPA
MILAN NYPL, CPA, CVA

RECEIVED
10 JAN 11 PM 4:00
W. VA. PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Case No.: 09-0970-PSD-SCN

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Application for a certificate of convenience and necessity to construct two wastewater treatment facilities, as well as collection/transmission system to gather and transport sewer flow to the proposed facilities and appurtenances related thereto

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH, TO-WIT:

AFFIDAVIT

We, Scott & Nypl, CPAs, after making an oath of affirmation to tell the truth, say that, we have reviewed the Recommended Decision of the Public Service Commission of West Virginia in Case No. 09-0970-PSD-SCN entered November 6, 2009, approving financing consisting of (a) State Tribal Assistance Grants of $2,726,100, (b) a Water Development Authority Grant Anticipation Note of $4,000,000 to be replaced by a grant from the U.S. Economic Development Authority, (c) Tucker County Commission grant of 5,000, (d) Canaan Valley Institute grant of $5,000, (e) an IJDC grant of $160,000, (f) a Clean Water State Revolving Fund loan of $3,070,445 at 0% interest for a term of 38 years, and (g) a loan in the amount of $1,958,455 from the Department of Environmental Protection with 100% debt forgiveness and no annual administrative fee using "green" funds provided by the American Recovery and Reinvestment Act of 2009, and based upon all the information that has been provided to us, to date, we am of the opinion that the rates and charges for the District (i) are not affected by the revised funding consisting of (a) State Tribal Assistance Grants of $2,049,129, (b) a $3,492,000 grant from the U.S. Economic Development Authority, (c) Tucker County Commission grant of 5,000, (d) Canaan Valley Institute grant of $5,000, (e) an IJDC grant of $160,000, (f) a Clean Water State Revolving Fund loan of $2,965,216 at 0% interest for a term of 40 years and no annual administrative fee, and (g) a loan in the amount of $1,958,455 from the Department of Environmental Protection with 100% debt forgiveness and no annual administrative fee using "green" funds provided by the American Recovery and Reinvestment Act of 2009; and (ii) will be sufficient to provide revenues which, together with other revenues of the System, will allow us to provide the CPA certification required for the issuance of the Bonds.

This Affidavit is executed on the 11th day of January, 2010

Scott & Nyp, CPAs

Taken, subscribed and sworn to before me this 11th day of January 2010.

My commission expires January 18, 2018

Notary Public

[SEAL]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JIM HATCH
GEORGE R. SCOTT, CPA, A.C.
P. O. BOX 1998
ELKINS, WV 26241
My commission expires January 18, 2018

SCOTT and NYPL, CPAs, A.C.
Certified Public Accountants

44 South Randolph Avenue
P.O. Box 1998
Elkins, WV 26241
(304) 636-7420
FAX (304) 636-7538

GEORGE R. SCOTT, MBA, CPA
MILAN NYPL, CPA, CVA

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Case No.: 09-0970-PSD-SCN

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Application for a certificate of convenience and necessity to construct two wastewater treatment facilities, as well as collection/transmission system to gather and transport sewer flow to the proposed facilities and appurtenances related thereto

STATE OF WEST VIRGINIA
COUNTY OF RANDOLPH, TO-WIT:

AFFIDAVIT

We, Scott & Nypl, CPAs, after making an oath of affirmation to tell the truth, say that, we have reviewed the Recommended Decision of the Public Service Commission of West Virginia in Case No. 09-0970-PSD-SCN entered November 6, 2009, approving financing consisting of (a) State Tribal Assistance Grants of $2,726,100, (b) a Water Development Authority Grant Anticipation Note of $4,000,000 to be replaced by a grant from the U.S. Economic Development Authority, (c) Tucker County Commission grant of 5,000, (d) Canaan Valley Institute grant of $5,000, (e) an IJDC grant of $160,000, (f) a Clean Water State Revolving Fund loan of $3,070,445 at 0% interest for a term of 38 years, and (g) a loan in the amount of $1,958,455 from the Department of Environmental Protection with 100% debt forgiveness and no annual administrative fee using "green" funds provided by the American Recovery and Reinvestment Act of 2009, and based upon all the information that has been provided to us, to date, we am of the opinion that the rates and charges for the District (i) are not affected by the revised funding consisting of (a) State Tribal Assistance Grants of $2,049,129, (b) a $3,492,000 grant from the U.S. Economic Development Authority, (c) Tucker County Commission grant of 5,000, (d) Canaan Valley Institute grant of $5,000, (e) an IJDC grant of $160,000, (f) a Clean Water State Revolving Fund loan of $2,965,216 at 0% interest for a term of 40 years and no annual administrative fee, and (g) a loan in the amount of $1,958,455 from the Department of Environmental Protection with 100% debt forgiveness and no annual administrative fee using "green" funds provided by the American Recovery and Reinvestment Act of 2009; and (ii) will be sufficient to provide revenues which, together with other revenues of the System, will allow us to provide the CPA certification required for the issuance of the Bonds.

This Affidavit is executed on the 11th day of January, 2010

Scott & Nypl, CPAs

Taken, subscribed and sworn to before me this 11th day of January 2010.

My commission expires January 18, 2018

Notary Public

[SEAL]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JIM HATCH
GEORGE R. SCOTT, CPA, A.C.
P. O. BOX 1998
ELKINS, WV 26241
My commission expires January 18, 2018

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
11/26/2009

Entered: November 6, 2009

CASE NO. 09-0970-PSD-SCN

CANAAN VALLEY PUBLIC SERVICE DISTRICT,
a public utility, Parsons, Tucker County.
Application for a Certificate of Convenience and Necessity to construct two wastewater treatment facilities, as well as a collection/transmission system to gather and transport sewer flow to the proposed facilities and appurtenances relating thereto.

RECOMMENDED DECISION

PROCEDURE

On June 10, 2009, the Canaan Valley Public Service District (District) filed an application for a certificate of public convenience and necessity with the Public Service Commission, pursuant to W. Va. Code §24-2-11, to construct two wastewater treatment facilities, as well as a collection/transmission system to gather and transport sewer flow to the proposed treatment facilities, and appurtenances relating thereto (Project). This application is the first application for a certificate of convenience and necessity filed by the District. The Project consists of the construction of a decentralized membrane biological reactor (MBR) sanitary sewage system in the area of Canaan Valley, West Virginia, serving the areas currently served by Timberline Four Seasons Utilities, Inc. (Timberline), Beaver Ridge Condominium, Northpoint Subdivision, North Lake Subdivision and Black Bear Woods Resort.

The estimated cost of the Project is $11,925,000, to be funded by State and Tribal Assistance Grants (STAG) in the amount of $1,000,000 and $1,726,100, respectively; a United States Economic Development Agency (EDA) grant in the amount of $2,000,000; Tucker County Commission and Canaan Valley Institute Grants in the amount of $5,000 each; a West Virginia Department of Environment Protection (DEP) 100% debt forgiveness loan using funds provided by The American Recovery and Reinvestment Act of 2009 (ARRA) in the amount of $4,300,000; and a DEP loan in the amount of $2,888,900, for a term of 40 years, with 0% interest, and a 0.5% administrative fee. The District did not file a Rule 42 Exhibit with its application, but intended to do so within ten (10) days of the filing. The District also requested increased rates and charges to be supported by the Rule 42 Exhibit.

The District had either applied for or obtained project approvals from the West Virginia Department of Highways; the DEP; the West Virginia Public Land Corporation; and the U.S. Army Corps of Engineers. The District indicated that it would hire the necessary Class II operator as the Project approached construction. The District intended to bid the Project on October 15, 2009. The District stated that its Project would not infringe upon the service area of any utility other than Timberline and would replace Timberline's facilities. An agreement between the two entities was expected in the immediate future and would be filed with the Commission for its review and approval. The District had obtained clearance for the Project from the West Virginia State Historic and Preservation Office. Along with the application, the District filed a commitment letter for the STAG grants; a memorandum of understanding between the District and Canaan Valley Institute; a letter from the United States Environmental Protection Agency confirming the change of the STAG grant recipient from the Canaan Valley Institute to the District; a letter from Thrasher Engineering, Inc., to the U.S. Army Corps of Engineers; a copy of the Commission Order creating the Canaan Valley Public Service District; and the Tucker County Commission Order creating the Canaan Valley Public Service District. The District noted that the Project had been approved by the West Virginia Infrastructure and Jobs Development Council (IJDC) as Project No. 2007S-1007. The District also indicated that its engineering agreement with the Project Engineer, Thrasher Engineering, Inc., had previously been submitted to the Commission for approval, but the Commission had ruled that prior approval of the engineering contract was not required. To the extent the Commission deemed such approval necessary, the District requested approval herein.

Also on June 10, 2009, the District filed a letter from its Project Engineer indicating that the applications for all necessary permits or approvals associated with the Project had been submitted and attached letters from the DEP; the West Virginia Department of Culture and History; the United States Department of the Interior, Fish and Wildlife Service; the Division of Natural Resources, Wildlife Resources Section; and the United States Department of Agriculture, Natural Resources Conservation Service.

On June 12, 2009, the District filed its Rule 42 Exhibit for the application and a draft Notice of Filing. The Rule 42 Exhibit indicated that the District's requested rates were based upon equivalent dwelling units (EDUs), rather than water consumption.

Also on June 12, 2009, the District filed another letter from its Project Engineer indicating that bids were anticipated to be let on October 15, 2009.

By Notice of Filing Order entered on June 16, 2009, the Commission required the District to provide notice of the filing of the application by publishing the Notice of Filing one time in a qualified newspaper, published and of general circulation in Tucker County, making due return to the Commission of proper certification of publication immediately thereafter. Anyone desiring to protest or intervene in the matter was permitted to do so within thirty (30) days from the date of publication. The Notice of Filing also stated that, if no substantial protest to the application was filed within the 30-day period, the Commission could

waive formal hearing and grant the application based upon the evidence submitted with the application and the Commission's review thereof.

On June 22, 2009, Staff Attorney Leslie J. Anderson filed the Initial Joint Staff Memorandum, attached to which was the Initial and Internal Memorandum prepared by Utilities Analyst Karen Buckley of the Water and Wastewater Division and Jonathan Fowler, P.E., of the Commission's Engineering Division, along with Commission Staff's first data request to the District. Staff specified additional information which it needed before it could render a final recommendation and indicated that its review of the application was continuing.

By Commission Referral Order entered on June 24, 2009, the Commission referred this matter the Division of Administrative Law Judges for a decision to be rendered on or before September 11, 2009.

On July 6, 2009, the District filed an affidavit of publication from The Parsons Advocate, a qualified newspaper published and generally circulated in Tucker County, verifying that the Notice of Filing was published in that newspaper on June 24, 2009. The 30-day protest period expired on July 24, 2009, with no protest having been filed either by that date or by the date of this Order.

Also on July 6, 2009, the District filed its responses to the Staff data requests, specifically including many of the funding documents which the District had represented were filed with the application, but which were not, and a copy of the check issued by the Canaan Valley Institute to the District in the amount of $5,000, reflecting the transfer of the grant from the Institute to the District; Statement H of the previously filed Rule 42 Exhibit; and the affidavit of the District's attorney verifying the mailing of copies of the Notice of Filing to the various proposed customers of the District. The District only proposes to serve six customers, each of which serves its own customers.

On July 8, 2009, the District filed a letter dated July 2, 2009, from the DEP, indicating that the District appeared to be eligible to be considered for a loan in the amount of $4,300,000, with 100% debt forgiveness using ARRA funding. There would be no annual administrative fee for the Project. The letter also indicated that the DEP's Clean Water State Revolving Fund Base Program would make available a loan in the amount of $2,888,900 at 0% interest and a 0.5% annual administrative fee for a term of 30 years when the project is ready to proceed to construction.

On August 6, 2009, Commission Staff filed a motion to extend the Administrative Law Judge's decision due date, because of delays in obtaining some of the necessary funding commitment letters.

By Commission Order entered on August 13, 2009, as corrected on September 8, 2009, the Staff motion was granted and the decision due date for this matter was extended to October 26, 2009.

On September 9, 2009, the District filed a motion to extend the statutory deadline and to extend the Administrative Law Judge's decision due date, to allow the District to obtain user agreements from the District's potential customers. The District's potential customers are

comprised of homeowners associations and management companies which each serve multiple individual users.

By Commission Order entered on September 14, 2009, the District's motions were granted, the statutory deadline was tolled and extended to January 8, 2010, and the decision due date was extended to November 25, 2009.

On September 14, 2009, the District filed information on the EPA's ongoing evaluation of the proposed Project.

On September 22, 2009, the District filed an agreement between the District and Black Bear Woods Resort Homeowners Association and an agreement between the District and Beaver Ridge Resort Condominium Unit Owners Association, providing for the District to treat the sewage generated by those two entities.

On October 1, 2009, the District filed a motion for approval of an agreement between the District and Timberline Four Seasons Utilities, Inc., an existing utility, pursuant to W. Va. Code §24-2-12, along with a copy of that agreement; an agreement between the District and National Management Company, Inc., and North Lake, LLC; and an agreement between the District and North Lake Owners Association, Inc. Those three agreements also provide for the District to treat the wastewater collected by those three entities. The request for specific Commission approval of the agreement between the District and Timberline is due to Timberline being a certificated public utility.

On October 7, 2009, the District filed a motion to extend the delinquency date for resale customers, specifically requesting a revision in the proposed tariff to extend the delinquency date from 20 days after bills are submitted to the five resale customers to 30 days. The District represented that those resale customers would be resubmitting the monthly billings they received from the District to their own customers and member users. Many of these customers/members are second homeowners living outside of Tucker County and additional turn-around time might be required to collect those individual customer billings. Therefore, the District requested that the normal 20-day delinquency period be relaxed to assist those five resale customers. The District recognized that, in the future, when individual users may become customers, there would be no need for such a relaxed rule. However, at present, the only customers the District will have are the five resale customers whose user agreements had already been submitted to the Commission for approval.

Also on October 7, 2009, the District filed a binding commitment from the IJDC for a $160,000 Infrastructure Fund grant and an increase in the Water Development Authority (WDA) Grant Anticipation Note to $4,000,000 to cover the EDA commitment to partially finance the project.

On October 8, 2009, the District filed a letter from the DEP authorizing it to advertise for bids; another letter from the DEP specifically approving the plans and specifications for the Project; and a third letter from the DEP approving the District's facilities plan for the proposed Project.

On October 9, 2009, the District filed proof of certified mail notice to Timberline of the Notice of Filing.

On October 14, 2009, the District filed a revised DEP funding letter, indicating that the District now appeared eligible to be considered for a $1,958,455 loan, with 100% debt forgiveness, under the "green" ARRA infrastructure project classification. There would be no annual administrative fee associated with that loan. Additionally, the Clean Water State Revolving Fund Base Program would make available a loan in the amount of $3,070,445 at 0% interest and no annual administrative fee with a term of up to 38 years when the project is ready to proceed to construction. The letter also indicated that the Project was scheduled to open bids on November 10, 2009.

On October 15, 2009, Staff Attorney Anderson filed the Final Joint Staff Memorandum, attached to which was the Utilities and Engineering Divisions Final Memorandum prepared by Ms. Buckley and Mr. Fowler.

In the engineering review, Mr. Fowler explained that the District is proposing to construct two advanced wastewater treatment plants and a relatively small sewage collection and pumping system in order to provide environmentally acceptable wastewater service to an estimated 564 current or 785 future EDUs, with one EDU representing one residential customer. The Project will be the first regional sewer system to be constructed by a public sewer utility in what was described as the unique and environmentally sensitive Canaan Valley area of Tucker County. According to Mr. Fowler, this Project is the end result of many years of effort and study aimed at determining the most efficient, environmentally-protective and cost-effective means to provide sewer service to this area.

Canaan Valley is drained by one major stream, the Blackwater River, which originates in the southern portion of the valley and flows north, before dropping over Blackwater Falls into the Blackwater Canyon, which carries the river to its junction with the Dry Fork River near Hendricks and then to the Cheat River near Parsons. The Blackwater River is a slow-moving and sluggish stream as it meanders through the Canaan Valley wetlands. Accordingly, the river is not able to effectively assimilate the pollutants and biological demands from significant wastewater discharges. A 1996 study of the southern Blackwater River by the DEP and the EPA demonstrated that the river should be designated as an "impaired" stream pursuant to the Federal Clean Water Act, due to its inability to maintain sufficiently high levels of dissolved oxygen. As explained by Mr. Fowler, low oxygen streams cannot support aquatic life and may actually become septic under certain conditions. Following its designation as an impaired stream, the river was placed under the regulatory purview of the DEP's Total Maximum Daily Load (TMDL) program, which effectively halted the issuance of discharge permits for any new wastewater facilities.

Sewage service in Canaan Valley is presently provided by a total of 16 sewage treatment facilities and hundreds of individual on-site disposal systems, such as septic systems and home aeration units. The vast majority of the 16 existing plants are of the pre-engineered package type and many are in need of upgrade due to age and lack of maintenance or will need to install major process upgrades in the near future if they are to comply with the increasingly more stringent discharge limitations

being implemented throughout Canaan Valley. The current project was developed within the framework of the Blackwater River's known assimilative capacity and in accordance with DEP and EPA guidelines and requirements for this endangered stream. The proposed Project will replace existing inadequate or poorly-performing wastewater treatment facilities with two new state-of-the-art treatment facilities and will reduce the impact of wastewater discharges on both the Blackwater River and the entire Valley. The Project also is the first step in bringing wastewater services throughout the Valley under the control of one central certificated public utility. According to Mr. Fowler, this single-source responsibility will go a long way to ensuring that the needs of the various parties involved in development of the Valley are met in a responsible and carefully planned manner, while remaining under the control of a publically-owned regulated sewer utility. According to Mr. Fowler, without this Project, development throughout Canaan Valley will be stymied by a lack of adequate treatment capacity and the Valley's environment will continue to be degraded by the operations of the existing inadequate facilities. He also believes that bringing all of the sewer treatment systems in Canaan Valley under one public utility will allow costs to be better controlled, due to economies of scale, while the level of customer service will be enhanced and stabilized because of the resources offered by a regional utility.

In this proceeding, the District proposes to construct the first phase of a multi-phase regional sewer system pursuant to the approved Facilities Plan as amended and approved by the DEP. In the current phase of the work, the District is proposing to construct treatment capacity which will be used to treat sewage collected by a total of five sale for resale users. The District is not proposing to construct, acquire or operate any sewage collection systems at this time. All of the existing collection systems will continue to be operated by their current owners/operators. The downstream terminal points of those existing systems will simply be connected to the District's proposed sewage transmission system, which will receive the wastewater and deliver it to the new treatment plants. Flow measurement will be installed at the connection point for each resale customer in order to measure the volume of wastewater accepted for transport and treatment.

The Project under review in this proceeding will serve the south-central section of Canaan Valley. The first treatment facility will be located adjacent to an existing treatment plant owned and operated by Timberline, serving approximately 376 existing residential and small commercial customers. This plant, located in Zone D as defined in the District's Facilities Plan, will replace the existing plant operated by Timberline and will provide suitable treatment and additional capacity for this area of the Valley. The existing Timberline facility has experienced violations of its NPDES permit and is currently operating under a DEP consent order. If the District's Project is not approved, Timberline will be required to build a new treatment facility, with those costs being born by its customers. Timberline previously had filed an application of its own to construct a treatment plant to serve its customers only, in Case No. 07-1620-S-CN, but that project was withdrawn by Timberline in favor of the current Project. The District's Zone D plant has a design capacity of 120,000 gallons per day and will provide advanced treatment via the use of membrane technology.

The second treatment facility will be located in the central part of the Valley, Zone C as defined by the Facilities Plan, and will serve four other sale for resale customers consisting of homeowners associations, operating companies or other legal entities located in that section of Canaan Valley. Those users are the Black Bear Woods Resort Homeowners Association; the Beaver Ridge Resort Condominium Owners Association; the National Management Company, along with the Northpoint Owners Association and North Lake, LLC; and the North Lake Owners Association. The Zone C plant has a design capacity of 100,000 gallons per day and will provide advanced treatment via the use of membrane technology. The District will construct three sewage pump stations, all located in Zone C, to transport the collected wastewater to the new treatment plant. The District will also construct approximately 1,195 feet of new eight-inch gravity sewer line, 8,030 feet of new force mains of various sizes, ranging from two inches to five inches in diameter, and necessary manholes and other appurtenances, to constitute a relatively small sewage transport system.

The proposed Project cost is currently estimated at $11,925,000 with an estimated construction cost of $10,140,400, including contingencies. The Project has not been bid and the Project budget is based entirely upon estimated costs. Once bids are received, it is likely that the cost will change, either up or down. If Project cost increases significantly, additional funding must be secured or the Project scope will need to be revised to accommodate the new budget. The total cost of planning, engineering and inspection services is approximately 10.8% of the estimated construction cost. Based upon similar types of projects and Staff's experience, Mr. Fowler considered the engineering fees to be within the customary range for recent comparable projects.

The estimated construction cost on a per customer basis is approximately $17,980, which Staff considered to be reasonable, particularly in light of the fact that the cost includes two new advanced membrane-type treatment facilities, which will have the ability to handle growth of about 39% without any further expansion. Customer density was not computed since the vast majority of the sewer lines are already in place and only a small amount of new line will be built as part of this Project. Mr. Fowler noted that a considerable portion of the funding proposed for the Project, approximately 74%, consists of grant funding, which incurs no debt service. Engineering Staff believes that the proposed Project is a cost-effective solution for providing wastewater services for the areas designated in the Facilities Plan as Zone C and Zone D in Canaan Valley.

The District and its Project Engineer have secured most of the major permits and approvals necessary for the construction of the Project. Based upon Staff's review of the filing, its knowledge of similar projects and the permit process for these projects, Staff believes that the case is sufficiently mature regarding permits and approvals to allow for action by the Commission. Engineering Staff recommended that any certificate of convenience and necessity issued by the Commission be contingent upon the District's receipt of all necessary federal, state and local permits and approvals for the Project. Particularly, Staff recommended that a copy of all NPDES permits needed for the Project be filed with the Commission as soon as available and also that the District file a copy of the letter authorizing bidding, which must be received by the DEP before this Project can proceed to bidding.

Mr. Fowler has reviewed the Project-related operations and maintenance cost estimates prepared by the District's Project Engineer. Based upon his review and knowledge of similar projects, he agrees that the estimated Project-related operation and maintenance expense budget of $337,464 per year is not excessive and represents a good approximation of the anticipated cost of operating and maintaining the Project. Mr. Fowler encouraged the District to carefully monitor its operation and maintenance budget in order to control cost and to spot any inaccuracies or unanticipated costs which may not have been included in the budget estimates. He believes this is particularly critical in this case because of the use of new and advanced membrane treatment systems, with uncertain operating costs, and due to the absence of user charges which are tied to wastewater volume. The absence of volumetric charges makes it more difficult to predict changes in operation and maintenance expenses based on operating conditions.

Mr. Fowler has reviewed the plans, specifications and other technical documents filed by the District and found no apparent conflicts with the Commission's Rules and Regulations for the Government of Sewer Utilities (Sewer Rules). Mr. Fowler also noted that DEP had reviewed the Project plans and specifications and approved those design documents. Mr. Fowler noted that approval of the Project should be without specifically approving the Project plans and specifications.

Under the proposal filed by the District, the five resale customers will continue to own and operate their respective sewer collection systems. The District will accept the collected wastewater for treatment at the designated location for each customer as shown on the contracted drawings which were filed with the Engineering Division. The District will then pump the wastewater to the nearest treatment facility, where it will be treated and discharged in accordance with the terms of the NPDES permits issued to the District. Charges for transport and treatment will be based upon the number of EDUs served by each of the individual resale customers. The agreements also provide a charge for "excessive" flow which would be levied by the District for the handling and treatment of excessive inflow and infiltration or for the handling and treatment of excessive volumes of wastewater.

Engineering Staff had no technical objection to that method of charging for service, but strongly recommended that the District take positive steps to develop long-term reliable flow data for each of the resale customers. Mr. Fowler recommended that the District regularly calibrate all of the wastewater flow meters at intervals not exceeding one year. He also recommended that the District read the meters at least once per month, although weekly readings would be preferable, and that a data base be developed to record and maintain the meter readings and volumes of wastewater generated by each resale customer. He also recommended that the District install automated metrological equipment at each treatment plant to record daily precipitation. The flow and precipitation data will be very valuable when adjusting system operations and will allow the District to properly monitor and analyze the wastewater volumes generated by each of the customers and to identify and quantify any excessive infiltration and inflow. Each of the five resale users have executed user agreements which were filed with the Commission. Technical Staff has reviewed those agreements in general and finds no apparent technical conflicts with the Sewer Rules. Mr. Fowler

recommended that those agreements be approved without specifically approving the terms and conditions, but he deferred to the Staff Attorney regarding the specifics of those agreements and whether they comply with applicable statutes and rules.

In the financial review, Ms. Buckley reviewed the changes that have occurred with respect to the proposed financing of the Project. The new $160,000 IJDC grant to pay for certain Project development expenses associated with this application was approved by the Commission in Case No. 09-1534-PSD-PC, Commission Order dated September 21, 2009. The Clean Water State Revolving Fund loan will require annual payments of $80,801, along with a depreciation/renewal and replacement reserve equal to 2.5% of operating revenues. All of the funding commitment letters have been received, except for the commitment letter from the EDA.

The District's Rule 42 Exhibit was based on a fiscal year ending 2010. Staff requested a revised cash flow analysis which conformed to the requirements of Rule 42. According to that analysis, the District will receive $433,152 in annual revenue as a result of the Project, with annual expenses estimated at $337,464. The District has no existing debt service, but will incur debt as a result of this Project. The District's proposed rates and charges should result in a surplus of $12,066 and a debt service coverage of 125.87%. While the District did not reflect the full amount of the renewal and replacement reserve funding requirements in its cash flow analysis, the resulting surplus was sufficient to cover the requirement.

The District is proposing to charge a minimum monthly amount for an EDU of $64 per month. Each resale customer will have a different number of EDUs and will receive a different monthly bill. The District proposed the following monthly bills for each resale customer: Timberline, $22,912; Northpoint, $4,032; Beaver Ridge, $2,496; Black Bear Resort, $6,272; and North Lake, $384. The District proposed that, if increases or decreases occur in EDUs above those that were estimated, sewage rates should be adjusted accordingly. Staff has adjusted the Staff-recommended tariff to conform with the user agreements filed in this case. The user agreements state that, when there is an adjustment in the monthly rate, the District will notify each customer of the new rate, together with the calculations to arrive at the new monthly rate, with the new rate to become effective 60 days later. Staff is construing that language to mean that the District will petition for a change in rates and notify each customer within 60 days.

Because the District omitted the required administrative fee for the Clean Water State Revolving Fund loan, Commission Staff adjusted the monthly rate from $64 to $65 per EDU. With those Staff-recommended minimum monthly rates, the District's rates should generate a surplus of $13,575, which is more than sufficient to cover the depreciation reserve funding requirement, and generate a debt service coverage of 126.80%. The total annual revenues will be sufficient to cover all Project-related expenses, debt service and reserve requirements. Ms. Buckley concluded that the Project was financially feasible, with the Staff rates, and should be approved.

Ms. Buckley also reviewed the user agreements. She noted that each agreement states, in part, that the fee for treatment will be based on

the tariff approved by the Public Service Commission and that the parties understand and agree that the rate is subject to change or modification in the current case or any future case. Staff noted that the minimum monthly fees charged to each resale customer cannot be changed unless and until the District has first received Commission approval of any rate changes from the Commission.

With respect to the District's request to modify its proposed tariff to extend the payment period for its proposed customers, from 20 days of the date of the bill to 30 days, Ms. Buckley stated that the Utilities Division does not object to a modification of the tariff language. She also noted that the user agreements also state that, because there are loans and grants associated with the Project, the customers may not terminate their agreements without first receiving Commission approval, or approval from any other entity which provides a loan or grant to the District. The Utilities Division recommended that the user agreements be approved without specifically approving their terms and conditions.

In the Final Joint Staff Memorandum, Staff Attorney Anderson noted that, while a change in the rate per EDU would require Commission approval, Commission Staff is of the opinion that the Commission would not need to approve a change in the number of EDUs for which a resale customer is charged. Ms. Anderson also clarified that Commission Staff is recommending approval of the most recent proposed project funding. With respect to the proposal that the resale customers be given more time than is provided either in the Commission's Sewer Rules or W. Va. Code §16-13-A-9(2) to pay their bills before the bills become delinquent, Ms. Anderson stated that it was the Legal Division's opinion that the cited Code section did not apply to resale customers of public service districts and she saw no impediment to accommodating the District's request. Ms. Anderson also recommended that the user agreement between Timberline and the District be approved pursuant to W. Va. Code §24-2-12, without specifically approving the terms and conditions thereof. Further, given the low number of customers and the unusual circumstances of the case, the Staff Attorney also recommended that the other four user agreements filed in this matter also be approved without specifically approving their terms and conditions, since those agreements are integral to Staff being able to recommend that a certificate of convenience and necessity be granted in this case.

On October 16, 2009, Staff Attorney Anderson filed a Further Final Joint Staff Memorandum correcting an error on page one of the Final Joint Staff Memorandum.

DISCUSSION

The Project at issue herein, in and of itself, is not remarkable and appears to be well-justified. There is more than ample proof of need to support the conclusion that the public convenience and necessity require the Project and that the Project appears to be economically and financially viable, based upon the proposed ARRA funding and the Staff-recommended sewer rates and charges. This Project is remarkable because it is one of the SCN applications created by the Public Service Commission in General Order No. 182.09, issued on April 16, 2009. In that General Order, the Commission discussed the process to be followed

for water and sewer certificate projects that are to be funded with stimulus funds under the ARRA.[1] The Commission noted that the State Bureau for Public Health will have approximately 19.5 million dollars in federal stimulus funds for water projects, while the DEP will have approximately 61 million dollars for sewer projects. Originally, those projects had to be bid by August 2009 and the contracts awarded by October 2009, although it now appears that the projects had to be bid by October 2009. The economic stimulus projects are made more complicated by the fact that the funding agencies overseeing the distribution of economic stimulus funds will not be finally awarding those funds through a traditional commitment letter until approximately August or September of 2009. Economic stimulus money is awarded on a "first come, first served" basis and there is no guarantee that any project which received a letter from either DEP or the Bureau for Public Health, indicating that a project was eligible for certain level of ARRA funding, will actually receive the originally specified level of ARRA funding, or any ARRA funding at all.

Traditionally, orders granting certificates of convenience and necessity to public utilities have specifically approved the funding package proposed for the water or sewer project and have required that the public utility file a petition to reopen the proceeding to obtain Commission approval of any changes to project financing only in the event that project costs change and rates are affected, either requiring increases or decreases. That process is being retained in large part for projects using ARRA funds, since that process provides a reasonable, and streamlined, means of addressing the timing problems associated with ARRA projects, i.e., the financing would not be finally committed until sometime in August or September of 2009 and contracts must be awarded soon after. The biggest difference is the approval of project financing that has not been committed. To further accommodate the timing constraints of ARRA, essentially, the determination is being made in advance that any funding package that includes ARRA funds is reasonable, so that changes to an ARRA funding package do not require additional review, unless rates have to be increased.

Despite the ARRA constraints, the Public Service Commission has an obligation with regard to any certificate application, whether it is filed by a private utility, a public service district or a municipality, to insure that the project is economically feasible and financially viable, which includes guaranteeing that there is adequate financing to fund the proposed project. See, Town of Man and Man Water Works, Inc., Case No. 81-433-W-PC, Order Affirming Hearing Examiner's Decision, April 16, 1982, 69 ARPSCWV 1893; Ohio County Public Service District, Case No. 82-482-S-CN, Order Affirming Hearing Examiner's Decision Without Prejudice, April 8, 1983, 70 ARPSCWV 2049. See also, Sexton v. Public Service Commission, 188 W. Va. 305, 423 S.E.2d 914, (1992). Accordingly, the District must reopen this proceeding for Commission review and approval of project changes which generate rate changes, with the

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[1]While the availability of ARRA funding generated a flurry of SCN certificate filings with accelerated timelines, there was no statutory change in the West Virginia Code to accommodate the ARRA funding. For the purposes of W. Va. Code § 24-2-11, ARRA funding is no different from any other funding.

clarification that this requirement will apply only to rate increases. Further, it is reasonable to include an ordering paragraph prohibiting the public utility from commencing construction, unless it has secured adequate funding to cover all project costs, as those costs have been determined upon the conclusion of the bidding process and after bids have been awarded for all of the construction contracts associated with the project, and to file that information with the Commission. The District will be required to file with the Commission a letter detailing the final funding package for this project upon that information being known, along with the bid tabulations for each construction contract to be awarded for the project. Those filings should be made as closed entries and should not be treated as petitions to reopen.

In the event that, after the filing of the letter by the public utility providing the details of the finalized funding package for the certificated project, Commission Staff concludes, based upon its own independent analysis, that either the specified funding package or the rates are insufficient to cover all project costs, it will be the obligation of Commission Staff to petition the Public Service Commission to reopen the certificate proceeding for the purpose of reviewing the financial viability of the certificated project.

As with all certificate applications filed with the Commission, in the event that the project scope changes, or changes in project cost and/or financing require a further rate increase, or if the District ultimately receives no ARRA funding, the District will be required to file a petition to reopen this matter, to allow the Commission to assess the nature of the project changes, both to determine if they are adequately funded and to determine if those changes are appropriate and not in conflict with any state laws or Commission rules, and to insure that funding package and associated rates support the economic *feasibility and financial viability of the project.*

FINDINGS OF FACT

1. On June 10, 2009, the Canaan Valley Public Service District filed an application with the Public Service Commission for a certificate of public convenience and necessity for a project to construct two (2) advanced wastewater treatment plants and a relatively small sewage collection and pumping system to serve 564 current or 785 future equivalent dwelling units in the environmentally sensitive Canaan Valley area of Tucker County. The Project has been approved by the IJDC. (See, application filed June 10, 2009; Final Joint Staff Memorandum and attachment filed October 15, 2009).

2. By Notice of Filing Order entered on June 16, 2009, the Canaan Valley Public Service District was required to publish a Notice of Filing one time in a newspaper, published and generally circulated in Tucker County, providing anyone affected by the application thirty (30) days in which to file written protests with the Public Service Commission. No protests were filed within the thirty-day protest period or as of the date of this Order. (See, Notice of Filing Order entered June 16, 2009; affidavit of publication filed July 6, 2009; case file generally).

3. The District has received a letter from the West Virginia Department of Environmental Protection, informing it that the Project is eligible to be considered for an award of economic stimulus funds, under The American Recovery and Reinvestment Act of 2009, with said funding to be in the form of a $1,958,455 loan, with 100% debt forgiveness, under the "green" ARRA project classification, and no annual administrative fee. (See, DEP letter dated October 13, 2009, filed October 14, 2009).

4. The Project will require a rate increase to cover the new debt service associated with the project and project expenses. With the Staff-recommended rates, at project completion, the District should experience a cash flow surplus of $13,575, with debt service coverage of 126.80%. (See, application filed June 10, 2009; Final Joint Staff Memorandum and attachment filed October 15, 2009).

5. Commission Technical Staff has reviewed the original plans and specifications for the Project and has concluded that there are no conflicts with the Commission's Sewer Rules concerning engineering requirements. (See, Final Joint Staff Memorandum and attachment filed October 15, 2009).

6. The DEP has approved the Project's facilities plan and plans and specifications. (See, DEP letters filed October 8, 2009).

7. Canaan Valley is drained by one major stream, the Blackwater River, which, because it is not able to effectively assimilate the pollutants and biological demands from significant wastewater discharges, has been designated by the EPA as an impaired stream pursuant to the Federal Clean Water Act. The River was placed under the DEP's Total Maximum Daily Load program, which effectively halted the issuance of discharge permits for any new wastewater facilities. Sewage service in Canaan Valley is presently provided by a total of 16 sewage treatment facilities and hundreds of individual on-site disposal systems, such as septic systems and home aeration units. The vast majority of the 16 existing plants are of the pre-engineered package type and many are in need of upgrade due to age and lack of maintenance or will need to install major process upgrades in the near future if they are to comply with the increasingly more stringent discharge limitations being implemented throughout Canaan Valley. The current project was developed within the framework of the Blackwater River's known assimilative capacity and in accordance with DEP and EPA guidelines and requirements for this endangered stream. The proposed Project will replace existing inadequate or poorly-performing wastewater treatment facilities with two new state-of-the-art treatment facilities and will reduce the impact of wastewater discharges on both the Blackwater River and the entire Valley. The Project is also the first step in bringing wastewater services throughout the Valley under the control of one central certificated public utility. (See, application filed June 10, 2009; Final Joint Staff Memorandum and attachment filed October 15, 2009).

8. After concluding its review, Commission Staff recommended that a certificate of convenience and necessity be granted to the Canaan Valley Public Service District, that the proposed ARRA financing be approved and that various other conditions with regard to certification of the project be adopted. (See, Final Joint Staff Memorandum and attachment filed October 15, 2009).

CONCLUSIONS OF LAW

1. The Public Service Commission is empowered to require all public utilities, including municipally-operated public utilities, to demonstrate that a proposed water or sewer project is economically feasible and financially viable by demonstrating that they have secured adequate funding to cover all project costs, as those project costs are determined to be at the conclusion of the bidding process, and that the resulting rates are just, reasonable, applied without unjust discrimination or preference and based primarily on the cost of providing service. See, W. Va. Code §24-2-4b; State ex. rel. Public Service Commission v. Town of Fayetteville, 212 W. Va. 427, 573 S.E.2d 338 (2002); Town of Man and Man Water Works, Inc., Case No. 81-433-W-PC, Order Affirming Hearing Examiner's Decision, April 16, 1982, 69 ARPSCWV 1893; Ohio County Public Service Commission, Case No. 82-482-S-CN, Order Affirming Hearing Examiner's Decision Without Prejudice, April 8, 1983, 70 ARPSCWV 2049. See also, Sexton v. Public Service Commission, 188 W. Va. 305, 423 S.E.2d 914, (1992).

2. In order to accommodate the unique timing issues involving the economic stimulus funds provided under The American Recovery and Reinvestment Act of 2009, and recognizing that these funds are available for a short period on a one-time only basis, it is reasonable to modify some of the Commission's traditional requirements regarding certificate applications, as set forth in the ordering paragraphs of this decision.

3. The public convenience and necessity require the proposed project.

4. The Staff-recommended rates and charges for the Canaan Valley Public Service District appear to be sufficient to cover all project-related costs, as well as the District's going-level operation and maintenance expenses.

5. The proposed funding package for the project, including the DEP loan of "green" ARRA funds in the amount of $1,958,455, with 100% debt forgiveness and no annual administrative fee, is reasonable and is sufficient to cover the cost of the project, at its current cost estimates.

6. Because ARRA funds represent an additional one-time infusion of capital for West Virginia water and sewer projects, with extremely favorable terms, it is reasonable to conclude that any funding package which includes ARRA funds is convenient to the public, without further review, as long as rates do not have to be increased to support funding revisions made after a certificate is granted.

7. A certificate of convenience and necessity should be granted to the Canaan Valley Public Service District for the project specified herein, without specifically approving the project's plans and specifications.

ORDER

IT IS, THEREFORE, ORDERED that the application filed by the Canaan Valley Public Service District on June 10, 2009, for a certificate of

convenience and necessity to construct two new wastewater treatment facilities and an associated sewage collection and pumping system, all as more particularly described in the plans and specifications filed with the application, at a total cost of approximately $11,765,000, be, and it hereby is, granted, *without specifically approving the plans and* specifications filed herein.

IT IS FURTHER ORDERED that the proposed project financing package, consisting of two State and Tribal Assistance Grants of $1,000,000 and $1,726,100, respectively; a Water Development Authority Grant Anticipation Note of $4,000,000, to be replaced by a grant from the Economic Development Agency; Tucker County Commission and Canaan Valley Institute Grants of $5,000 each; a previously approved WVIJDC grant of $160,000; a Clean Water State Revolving Fund Loan of $3,070,445, at 0% interest for a term of 38 years; and a loan in the amount of $1,958,455 from the Department of Environmental Protection, with 100% debt forgiveness and no annual administrative fee, using "green" funds provided by The American Recovery and Reinvestment Act of 2009, be, and it hereby is, approved. Upon finalization of the funding package, the Canaan Valley Public Service District shall file a letter with the Commission detailing the specifics of that funding package, including the terms and conditions of any loans awarded. If the funding package is revised, but still includes ARRA funds, the District is not required to petition the Commission for approval of that revised project financing, as long as the revised ARRA funding package does not require an additional rate increase. It will be sufficient for the District to file the revised funding commitment documentation, along with a certification from its certified public accountant or bond counsel that the revised funding package is adequate to cover all project costs and will not require any additional rate increase.

IT IS FURTHER ORDERED that the increased sewer rates and charges recommended by Commission Staff, attached hereto as Appendix A, be, and they hereby are, approved for use by Canaan Valley Public Service District for all service provided by it on and after the date of substantial completion of the project. No later than thirty days from the filing of the certificate of substantial completion with the Public Service Commission, Canaan Valley Public Service District shall file an initial and at least five (5) copies of a revised tariff setting forth the rates and charges approved herein.

IT IS FURTHER ORDERED that, if the project scope changes, if project costs or financing require an additional rate increase, or if, ultimately, the Canaan Valley Public Service District does not receive any ARRA funding, the Canaan Valley Public Service District petition the Commission for approval of such change(s) prior to commencing construction.

IT IS FURTHER ORDERED that the Canaan Valley Public Service District cannot proceed to construction unless and until it has received all required federal, state and local permits, and unless the finally-awarded ARRA funding package is adequate to cover all project costs, as determined at the conclusion of the bidding process with a bid awarded for each construction contract or vendor contract for the project.

IT IS FURTHER ORDERED that the user agreements between the District and Timberline Four Seasons Utilities, Inc.; the Black Bear Woods Resort Homeowners Association; the Beaver Ridge Resort Condominium Owners Association; the National Management Company, along with the Northpoint Owners Association and North Lake, LLC; and the North Lake Owners Association, filed herein on September 22, 2009, and October 1, 2009, be, and they hereby are, approved, without specifically approving the terms and conditions thereof.

IT IS FURTHER ORDERED that the Canaan Valley Public Service District provide a copy of the engineer's certified tabulation of bids, within ten (10) days of the bid opening date, for each construction contract or vendor contract to be awarded for this project.

IT IS FURTHER ORDERED that the Canaan Valley Public Service District provide a copy of the certification of substantial completion for each contract associated with this project, within ten (10) days of issuance.

IT IS FURTHER ORDERED that, if this Project requires the use of Division of Highways' rights-of-way, the Canaan Valley Public Service District comply with all rules and regulations of the Division of Highways regarding the use of those rights-of-way.

IT IS FURTHER ORDERED that this matter be removed from the Commission's docket of open cases.

The Executive Secretary is hereby ordered to serve a copy of this order upon the Commission by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

Leave is hereby granted to the parties to file written exceptions supported by a brief with the Executive Secretary of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

If no exceptions are so filed this order shall become the order of the Commission, without further action or order, five (5) days following the expiration of the aforesaid fifteen (15) day time period, unless it is ordered stayed or postponed by the Commission.

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's order by filing an appropriate petition in writing with the Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's Order or Decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.

Melissa K. Marland
Chief Administrative Law Judge

MKM:cdk
090970a.wpd

APPENDIX A

CANAAN VALLEY PUBLIC SERVICE DISTRICT
CASE NO. 09-0970-PSD-SCN

APPROVED RATES

APPLICABILITY
Applicable within the entire territory served.

AVAILABILITY
Available for general domestic, commercial, industrial and sale for resale sewer service.

MINIMUM MONTHLY CHARGE
$65 per Equivalent Dwelling Unit (EDU)[1]

DELAYED PAYMENT PENALTY
The above tariff is net. On all accounts not paid in full within thirty (30) days of the date of the bill, ten percent (10%) will be added to the net amount due.

TAP FEE
The following charges are to be made whenever the utility installs a new tap to serve an applicant:

A tap fee of $300.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.

A tap fee of $300.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

[1]An EDU is equivalent to 280 gallons per day.

WEST VIRGINIA

Infrastructure & Jobs Development Council

RECEIVED
SEP 11 2009
WVIJDC

Gov. Joe Manchin, III
Chairman

Kenneth Lowe, Jr.
Public Member

Dwight Calhoun
Public Member

David "Bones" McComas
Public Member

Ron Justice
Public Member

Angela K. Chestnut, P.E.
Executive Director

Barbara J. Pauley
Administrative Secretary

September 4, 2009

Robert Metzger, Chairman
Canaan Valley Public Service District
P.O. Box 428
Davis, WV 26260

Re: Canaan Valley Public Service District (Phase I)
2007S-1007 Binding Commitment
(Action Required by September 30, 2009)

Dear Mr. Metzger:

The West Virginia Infrastructure and Jobs Development Council (Infrastructure Council), at its September 2, 2009, meeting voted to offer a binding commitment for a $160,000 Infrastructure Fund grant (Grant) and increase the Water Development Authority Grant Anticipation Note (GAN) to total $4,000,000 to cover the Economic Development Authority commitment to finance this $11,925,000 Project. This Project will construct a backbone wastewater transmission and treatment system in the Canaan Valley Public Service District (District). The Grant will be subject to the terms set forth on the revised Schedule A attached hereto and incorporated herein by reference.

If the District has any questions regarding this commitment, please contact Angela K. Chestnut at 304-558-4607 (X201)

Sincerely,

Kenneth Lowe, Jr.

Attachment

cc: Mike Johnson, DEP *(via e-mail)*
Shane Whitehair, Region 7-Planning & Development Council *(via e-mail)*
Kenneth Moran, Thrasher Engineering, Inc. *(via e-mail)*
Samme Gee, Esq., Jackson Kelly *(via e-mail)*

NOTE: This letter is sent in triplicate. Please acknowledge receipt and immediately return two copies to the Infrastructure Council.

Canaan Valley Public Service District

By: _____

Its: Chairman

Date: 9-9-09

180 Association Drive • Charleston, WV 25311 • Phone (304) 558-4607 • Fax (304) 558-4609

www.wvinfrastructure.com

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

Canaan Valley Public Service District
Sewer Project 2007S-1007

SCHEDULE A

A. Approximate Amount: $160,000 Grant

B. Grant: $160,000

C. Special Conditions: The funding package may be reduced prior to closing if an additional grant source is procured.

D. Other Funding:

STAG grant	$2,726,100.00
CWSRF loan	3,070,445.45
Tucker Co. Comm. contribution	5,000.00
Canaan Valley Institute contribution	5,000.00
DEP ARRA (100% forgiveness)	1,958,454.55
WDA GAN	4,000,000.00

E. Total Project Cost: $11,925,000.00

F. Proposed User Rates: Approximately $64.00 / 4000 gallons

WEST VIRGINIA

Infrastructure & Jobs Development Council

Gov. Joe Manchin, III
Chairman

Kenneth Lowe, Jr.
Public Member

Dwight Calhoun
Public Member

David "Bones" McComas
Public Member

Ron Justice
Public Member

Angela K. Chestnut, P.E.
Executive Director

Barbara J. Pauley
Administrative Secretary

August 11, 2009

Robert Metzger, Chairman
Canaan Valley Public Service District
P.O. Box 428
Davis, WV 26260

Re: Canaan Valley Public Service District
Sewer Project 2007S-1007 (WDA GAN)

Dear Mr. Metzger:

At its August 5 meeting, the West Virginia Infrastructure and Jobs Development Council voted to approve that the Canaan Valley Public Service utilize a $2,726,100 State Tribal Assistance grant, a $2,888,900 Clean Water State Revolving Fund loan, a $5,000 Tucker County Commission contribution, a $5,000 Canaan Valley Institute contribution, a $4,300,000 Department of Environmental Protection American and Recovery Act assistance grant (100% forgiveness) and pursue a $2,000,000 Water Development Authority Grant Anticipation Note to cover the Economic Development Authority funding. Total project cost is $11,925,000. Please contact the Water Development Authority at 304-558-3612 for specific information on the steps the District needs to follow to apply for these funds. **Please note that this letter <u>does not</u> constitute funding approval from this agency.**

If you have any questions regarding this matter, please contact Angela Chestnut at 304-558-4607 (X201).

Sincerely,

Kenneth Lowe, Jr.

cc: Mike Johnson, P.E., DEP *(via e-mail)*
Chris Jarrett, Executive Director, WDA *(via e-mail)*
Region VII Planning & Development Council *(via e-mail)*
Kenneth Moran, Thrasher Engineering, Inc. *(via e-mail)*

180 Association Drive • Charleston, WV 25311 • Phone (304) 558-4607 • Fax (304) 558-4609

www.wvinfrastructure.com

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On this 22nd day of January, 2010, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Chairman of Canaan Valley Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), of the Issuer, in the principal amount of $2,965,216 numbered AR-1 (the "Series 2010 A Bonds") and the Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), of the Issuer, in the principal amount of $1,958,455, numbered BR-1 (the "Series 2010 B Bonds"), all issued as a single, fully registered Bond, and dated January 22, 2010.

2. At the time of such receipt, all the Series 2010 A Bonds and the Series 2010 B Bonds had been executed by the Chairman and the Secretary of the Issuer by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2010 A Bonds, of $224,712, being a portion of the principal amount of the Series 2010 A Bonds. The balance of the principal amount of the Series 2010 A Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

4. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2010 B Bonds, of $593,962, being a portion of the principal amount of the Series 2010 B Bonds. The balance of the principal amount of the Series 2010 B Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: Carol A. Cummings
Its: Authorized Representative

CANAAN VALLEY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

12.23.2009
124050.00001

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

The Huntington National Bank,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

On this 22nd day of January, 2010, there are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of Canaan Valley Public Service District Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), in the principal amount of $2,965,216 (the "Series 2010 A Bonds"), and Bond No. BR-1, constituting the entire original issue of Canaan Valley Public Service District Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), in the principal amount of $1,958,455 (the "Series 2010 B Bonds"), both dated January 22, 2010 (collectively, the "Series 2010 Bonds"), executed by the Chairman and Secretary of Canaan Valley Public Service District (the "Issuer") and bearing the official seal of the Issuer, respectively authorized to be issued under and pursuant to a Bond Resolution duly adopted by the Issuer on January 7, 2010, and a Supplemental Resolution duly adopted by the Issuer on January 7, 2010 (collectively, the "Bond Legislation");

(2) A copy of the Bond Legislation authorizing the above-captioned Series 2010 Bonds, duly certified by the Secretary of the Issuer;

(3) Executed counterparts of an ARRA Assistance Agreement for the Series 2010 Bonds, dated January

22, 2010, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"); and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the ARRA Assistance Agreement and the Series 2010 Bonds.

You are hereby requested and authorized to (i) deliver the Series 2010 A Bonds to the Authority upon payment to the Issuer of the sum of $224,712, representing a portion of the principal amount of the Series 2010 A Bonds; and (ii) deliver the Series 2010 B Bonds to the Authority upon payment to the Issuer of the sum of $593,962, representing a portion of the principal amount of the Series 2010 B Bonds. Prior to such delivery of the Series 2010 Bonds, you will please cause the Series 2010 Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon.

[Remainder of Page Intentionally Left Blank]

Dated as of the day and year first written above.

CANAAN VALLEY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

12.23.2009
124050.00001

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CANAAN VALLEY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2010 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $2,965,216

KNOW ALL MEN BY THESE PRESENTS: That on this 22nd day of January, 2010, the CANAAN VALLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Tucker County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of TWO MILLION NINE HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED SIXTEEN DOLLARS ($2,965,216), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2012 to and including December 1, 2049, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. This Bond is not subject to the SRF Administrative Fee.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the ARRA Assistance Agreement by and among the Issuer, the Authority and the DEP, dated January 22, 2010.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of a public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on January 7, 2010, and a Supplemental Resolution duly adopted by the Issuer on January 7, 2010 (collectively, the

"Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S: SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA), DATED JANUARY 22, 2010, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,958,455 (THE "SERIES 2010 B BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2010 B Bonds and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2010 A Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2010 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Series 2010 B Bonds; provided however, that so long as there exists in the Series 2010 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Series 2010 B Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond,

together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, CANAAN VALLEY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2010 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: January 22, 2010.

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $224,712	January 22, 2010	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

BOND DEBT SERVICE
Canaan Valley PSD
CWSRF
40 Years from Closing Date
0% Interest Rate
0% Administrative Fee

Dated Date	1/22/2010
Delivery Date	1/22/2010

Period Ending	Principal	Interest	Debt Service
1/22/2010			
3/1/2012	19,508		19,508
6/1/2012	19,508		19,508
9/1/2012	19,508		19,508
12/1/2012	19,508		19,508
3/1/2013	19,508		19,508
6/1/2013	19,508		19,508
9/1/2013	19,508		19,508
12/1/2013	19,508		19,508
3/1/2014	19,508		19,508
6/1/2014	19,508		19,508
9/1/2014	19,508		19,508
12/1/2014	19,508		19,508
3/1/2015	19,508		19,508
6/1/2015	19,508		19,508
9/1/2015	19,508		19,508
12/1/2015	19,508		19,508
3/1/2016	19,508		19,508
6/1/2016	19,508		19,508
9/1/2016	19,508		19,508
12/1/2016	19,508		19,508
3/1/2017	19,508		19,508
6/1/2017	19,508		19,508
9/1/2017	19,508		19,508
12/1/2017	19,508		19,508
3/1/2018	19,508		19,508
6/1/2018	19,508		19,508
9/1/2018	19,508		19,508
12/1/2018	19,508		19,508
3/1/2019	19,508		19,508
6/1/2019	19,508		19,508
9/1/2019	19,508		19,508
12/1/2019	19,508		19,508
3/1/2020	19,508		19,508
6/1/2020	19,508		19,508
9/1/2020	19,508		19,508
12/1/2020	19,508		19,508
3/1/2021	19,508		19,508
6/1/2021	19,508		19,508
9/1/2021	19,508		19,508
12/1/2021	19,508		19,508
3/1/2022	19,508		19,508
6/1/2022	19,508		19,508

BOND DEBT SERVICE
Canaan Valley PSD
CWSRF
40 Years from Closing Date
0% Interest Rate
0% Administrative Fee

Period Ending	Principal	Interest	Debt Service
9/1/2022	19,508		19,508
12/1/2022	19,508		19,508
3/1/2023	19,508		19,508
6/1/2023	19,508		19,508
9/1/2023	19,508		19,508
12/1/2023	19,508		19,508
3/1/2024	19,508		19,508
6/1/2024	19,508		19,508
9/1/2024	19,508		19,508
12/1/2024	19,508		19,508
3/1/2025	19,508		19,508
6/1/2025	19,508		19,508
9/1/2025	19,508		19,508
12/1/2025	19,508		19,508
3/1/2026	19,508		19,508
6/1/2026	19,508		19,508
9/1/2026	19,508		19,508
12/1/2026	19,508		19,508
3/1/2027	19,508		19,508
6/1/2027	19,508		19,508
9/1/2027	19,508		19,508
12/1/2027	19,508		19,508
3/1/2028	19,508		19,508
6/1/2028	19,508		19,508
9/1/2028	19,508		19,508
12/1/2028	19,508		19,508
3/1/2029	19,508		19,508
6/1/2029	19,508		19,508
9/1/2029	19,508		19,508
12/1/2029	19,508		19,508
3/1/2030	19,508		19,508
6/1/2030	19,508		19,508
9/1/2030	19,508		19,508
12/1/2030	19,508		19,508
3/1/2031	19,508		19,508
6/1/2031	19,508		19,508
9/1/2031	19,508		19,508
12/1/2031	19,508		19,508
3/1/2032	19,508		19,508
6/1/2032	19,508		19,508
9/1/2032	19,508		19,508
12/1/2032	19,508		19,508
3/1/2033	19,508		19,508
6/1/2033	19,508		19,508
9/1/2033	19,508		19,508
12/1/2033	19,508		19,508
3/1/2034	19,508		19,508

BOND DEBT SERVICE
Canaan Valley PSD
CWSRF
40 Years from Closing Date
0% Interest Rate
0% Administrative Fee

Period Ending	Principal	Interest	Debt Service
6/1/2034	19,508		19,508
9/1/2034	19,508		19,508
12/1/2034	19,508		19,508
3/1/2035	19,508		19,508
6/1/2035	19,508		19,508
9/1/2035	19,508		19,508
12/1/2035	19,508		19,508
3/1/2036	19,508		19,508
6/1/2036	19,508		19,508
9/1/2036	19,508		19,508
12/1/2036	19,508		19,508
3/1/2037	19,508		19,508
6/1/2037	19,508		19,508
9/1/2037	19,508		19,508
12/1/2037	19,508		19,508
3/1/2038	19,508		19,508
6/1/2038	19,508		19,508
9/1/2038	19,508		19,508
12/1/2038	19,508		19,508
3/1/2039	19,508		19,508
6/1/2039	19,508		19,508
9/1/2039	19,508		19,508
12/1/2039	19,508		19,508
3/1/2040	19,508		19,508
6/1/2040	19,508		19,508
9/1/2040	19,508		19,508
12/1/2040	19,508		19,508
3/1/2041	19,508		19,508
6/1/2041	19,508		19,508
9/1/2041	19,508		19,508
12/1/2041	19,508		19,508
3/1/2042	19,508		19,508
6/1/2042	19,508		19,508
9/1/2042	19,508		19,508
12/1/2042	19,508		19,508
3/1/2043	19,508		19,508
6/1/2043	19,508		19,508
9/1/2043	19,508		19,508
12/1/2043	19,508		19,508
3/1/2044	19,508		19,508
6/1/2044	19,508		19,508
9/1/2044	19,508		19,508
12/1/2044	19,508		19,508
3/1/2045	19,508		19,508
6/1/2045	19,508		19,508
9/1/2045	19,508		19,508
12/1/2045	19,508		19,508

Canaan Valley PSD
CWSRF
40 Years from Closing Date
0% Interest Rate
0% Administrative Fee

Period Ending	Principal	Interest	Debt Service
3/1/2046	19,508		19,508
6/1/2046	19,508		19,508
9/1/2046	19,508		19,508
12/1/2046	19,508		19,508
3/1/2047	19,508		19,508
6/1/2047	19,508		19,508
9/1/2047	19,508		19,508
12/1/2047	19,508		19,508
3/1/2048	19,508		19,508
6/1/2048	19,508		19,508
9/1/2048	19,508		19,508
12/1/2048	19,508		19,508
3/1/2049	19,508		19,508
6/1/2049	19,508		19,508
9/1/2049	19,508		19,508
12/1/2049	19,508		19,508
	2,965,216		2,965,216

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20____.

_____

In the presence of:

_____

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CANAAN VALLEY PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 2010 B
(WEST VIRGINIA SRF PROGRAM/ARRA)

No. BR-1 $1,958,455

KNOW ALL MEN BY THESE PRESENTS: That on this 22nd day of January, 2010, the CANAAN VALLEY PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Tucker County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE MILLION NINE HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS ($1,958,455), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2012 to and including December 1, 2021, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The Series 2010 B Bonds are not subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. Principal installments of this Bond are forgivable quarterly as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the ARRA Assistance Agreement by and among the Issuer, the Authority and the DEP, dated January 22, 2010.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of a public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The Project and any further improvements or extensions thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Resolution duly adopted by the Issuer on January 7, 2010, and a Supplemental Resolution duly adopted by the Issuer on January 7, 2010 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond

Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, WITH THE ISSUER'S: SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 22, 2010, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,965,216 (THE "SERIES 2010 A BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2010 A Bonds and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2010 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Series 2010 A Bonds; provided however, that so long as there exists in the Series 2010 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Series 2010 A Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, CANAAN VALLEY PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated the day and year first written above.

[SEAL]

SPECIMEN

Chairman

ATTEST:

SPECIMEN

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2010 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: January 22, 2010.

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $593,962	January 22, 2010	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Canaan Valley PSD

ARRA

10 Years

Dated Date	1/22/2010
Delivery Date	1/22/2010

Period Ending	Debt Service	Principal Forgiveness
1/22/2010		
3/1/2012	-48,962	-48,962
6/1/2012	-48,962	-48,962
9/1/2012	-48,962	-48,962
12/1/2012	-48,962	-48,962
3/1/2013	-48,962	-48,962
6/1/2013	-48,962	-48,962
9/1/2013	-48,962	-48,962
12/1/2013	-48,962	-48,962
3/1/2014	-48,962	-48,962
6/1/2014	-48,962	-48,962
9/1/2014	-48,962	-48,962
12/1/2014	-48,962	-48,962
3/1/2015	-48,962	-48,962
6/1/2015	-48,962	-48,962
9/1/2015	-48,961	-48,961
12/1/2015	-48,961	-48,961
3/1/2016	-48,961	-48,961
6/1/2016	-48,961	-48,961
9/1/2016	-48,961	-48,961
12/1/2016	-48,961	-48,961
3/1/2017	-48,961	-48,961
6/1/2017	-48,961	-48,961
9/1/2017	-48,961	-48,961
12/1/2017	-48,961	-48,961
3/1/2018	-48,961	-48,961
6/1/2018	-48,961	-48,961
9/1/2018	-48,961	-48,961
12/1/2018	-48,961	-48,961
3/1/2019	-48,961	-48,961
6/1/2019	-48,961	-48,961
9/1/2019	-48,961	-48,961
12/1/2019	-48,961	-48,961
3/1/2020	-48,961	-48,961
6/1/2020	-48,961	-48,961
9/1/2020	-48,961	-48,961
12/1/2020	-48,961	-48,961
3/1/2021	-48,961	-48,961
6/1/2021	-48,961	-48,961
9/1/2021	-48,961	-48,961
12/1/2021	-48,962	-48,962
	-1,958,455	**-1,958,455**

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20____.

_____

In the presence of:

_____

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information

January 22, 2010

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program)

Canaan Valley Public Service District
Davis, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Canaan Valley Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its $2,965,216 Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of an ARRA Assistance Agreement dated January 22, 2010, including all schedules and exhibits attached thereto (the "ARRA Assistance Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the ARRA Assistance Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, bearing no interest, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2012, to and including December 1, 2049, all as set forth in the "Schedule Y" attached to the ARRA Assistance Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of acquisition and construction of extensions to the existing

public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on January 7, 2010, as supplemented by a Supplemental Resolution duly adopted by the Issuer on January 7, 2010 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the ARRA Assistance Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the ARRA Assistance Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the ARRA Assistance Agreement when used herein.

Based upon the foregoing, and upon our examination of such other documents as we have deemed necessary, we are of the opinion, under existing law, as follows:

1. The Issuer is a duly created and validly existing public service district, public corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt the Bond Legislation and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The ARRA Assistance Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the DEP and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Issuer without the written consent of the Authority and the DEP.

3. The Bond Legislation and all other necessary orders and resolutions have been duly and effectively adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 and Exhibit E of the ARRA Assistance Agreement.

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), dated January 22, 2010, issued concurrently herewith in the original aggregate principal amount of $1,958,455 (the "Series 2010 B Bonds"); all in accordance with the terms of the Bonds and the Bond Legislation.

5. The Bonds are, under the Act, exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

6. The Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from the gross income of the owners thereof for federal income tax purposes. We express no opinion regarding the excludability of such interest from the gross income of the owners thereof for federal income tax purposes or other federal tax consequences arising with respect to the Bonds.

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the ARRA Assistance Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion and the application of equitable remedies in appropriate cases.

We have examined the executed and authenticated Bond numbered AR-1, and in our opinion the form of said Bond and its execution and authentication are regular and proper.

Very truly yours,

STEPTOE & JOHNSON PLLC

12.23.2009
124050.00001

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information

January 22, 2010

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

Canaan Valley Public Service District
Davis, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by Canaan Valley Public Service District (the "Issuer"), a public service district, public corporation and political subdivision created and existing under the laws of the State of West Virginia, of its $1,958,455 Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of an ARRA Assistance Agreement dated January 22, 2010, including all schedules and exhibits attached thereto (the "ARRA Assistance Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the ARRA Assistance Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, bearing no interest, with principal forgivable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2012, to and including December 1, 2021, all as set forth in the "Schedule Y" attached to the ARRA Assistance Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13A and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of acquisition and construction of the public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

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Huntington, WV • Columbus, OH

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We have also examined the applicable provisions of the Act, the Bond Resolution duly adopted by the Issuer on January 7, 2010, as supplemented by a Supplemental Resolution duly adopted by the Issuer on January 7, 2010 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the ARRA Assistance Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the ARRA Assistance Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the ARRA Assistance Agreement when used herein.

Based upon the foregoing, and upon our examination of such other documents as we have deemed necessary, we are of the opinion, under existing law, as follows:

1. The Issuer is a duly created and validly existing public service district, public corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt the Bond Legislation and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The ARRA Assistance Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the DEP and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Issuer without the written consent of the Authority and the DEP.

3. The Bond Legislation and all other necessary orders and resolutions have been duly and effectively adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 and Exhibit E of the ARRA Assistance Agreement.

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 22, 2010, issued concurrently herewith in the original aggregate principal amount of $2,965,216 (the "Series 2010 A Bonds"); all in accordance with the terms of the Bonds and the Bond Legislation.

5. The Bonds are, under the Act, exempt from taxation by the State of West Virginia and the other taxing bodies of the State, and the interest on the Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

6. The Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from the gross income of the owners thereof for federal income tax purposes. We express no opinion regarding the excludability of such interest from the gross income of the owners thereof for federal income tax purposes or other federal tax consequences arising with respect to the Bonds.

It is to be understood that the rights of the holders of the Bonds and the enforceability of the Bonds, the ARRA Assistance Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion and the application of equitable remedies in appropriate cases.

We have examined the executed and authenticated Bond numbered BR-1, and in our opinion the form of said Bond and its execution and authentication are regular and proper.

Very truly yours,

STEPTOE & JOHNSON PLLC

12.23.2009
124050.00001

Cooper & Preston, PLLC

JOHN W. COOPER
JANET D. PRESTON

ATTORNEYS AND COUNSELORS AT LAW
333 SECOND STREET, P. O. BOX 365
PARSONS, WEST VIRGINIA 26287

TELEPHONE: (304) 478-4600
TELEFAX: (304) 478-4601

January 22, 2010

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

Canaan Valley Public Service District
Davis, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Canaan Valley Public Service District, a public service district, in Tucker County, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, an ARRA Assistance Agreement for the Series 2010 Bonds dated January 22, 2010, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection ("DEP"), the Bond Resolution duly adopted by the Issuer on January 7, 2010, as supplemented by the Supplemental Resolution duly adopted by the Issuer on January 7, 2010 (collectively, the "Bond Resolution"), orders of The County Commission of Tucker County relating to the Issuer and the appointment of members of the Public Service Board of the Issuer, and other documents, papers, agreements, instruments and certificates relating to the above-captioned Bonds of the Issuer (collectively, the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Resolution and the ARRA Assistance Agreement when used herein.

We are of the opinion that:

The Issuer is duly created and validly existing as a public service district and as a public corporation and political subdivision of the State of West Virginia.

1. The ARRA Assistance Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding agreements of the Issuer enforceable in accordance with their terms.

2. The members and officers of the Public Service Board of the Issuer have been duly, lawfully and properly appointed and elected, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.

3. The Bond Resolution has been duly adopted by the Issuer and is in full force and effect.

4. In reliance upon the opinion from Steptoe & Johnson PLLC, the execution and delivery of the Bonds and the ARRA Assistance Agreement and the consummation of the transactions contemplated by the Bonds, the ARRA Assistance Agreement and the Bond Resolution and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any ordinance, order, resolution, agreement or other instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, court order or consent decree to which the Issuer is subject.

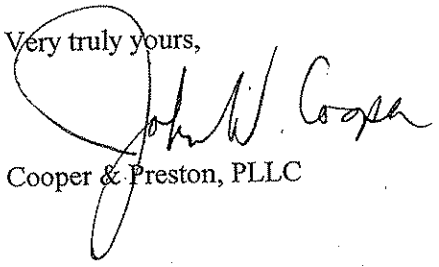
5. The Issuer has received all orders, certificates and authorizations from the Public Service Commission of West Virginia necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the implementation of rates and charges, and the Issuer has taken any other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges. The Issuer has received a Recommended Decision of the Public Service Commission of West Virginia dated November 6, 2009 which became final order on November 26, 2009 in Case No. 09-0970-PSD-SCN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Order has expired prior to the date hereof.

6. To the best of our knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity (other than the eminent domain proceedings filed with respect to the Project) before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the ARRA Assistance Agreement, the Bond Resolution, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefor.

7. We have ascertained that all successful bidders have provided the drug-free workplace affidavit, submitted their drug free workplace plan, and the contracts contain language that complies with the Drug Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code. We have also ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy. Based upon our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, we are of the opinion that such surety bonds and policies: (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Resolution and the ARRA Assistance Agreement; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

All counsel to this transaction may rely upon this opinion as if specifically addressed to them.

Very truly yours,



Cooper & Preston, PLLC

12.23.09
124050.00001

Cooper & Preston, PLLC

JOHN W. COOPER
JANET D. PRESTON

ATTORNEYS AND COUNSELORS AT LAW
333 SECOND STREET, P. O. BOX 365
PARSONS, WEST VIRGINIA 26287

TELEPHONE: (304) 478-4600
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January 20, 2010

West Virginia Department of Environmental Protection
601 57th Street
Charleston, WV 25304

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311

John C. Stump, Esq.
Steptoe & Johnson PLLC
P. O. Box 1588
Charleston, WV 25326

Re: Final Title Opinion for Canaan Valley Public Service District
Wastewater Treatment, Collection & Transmission

Ladies and Gentlemen:

We are counsel to Canaan Valley Public Service District (the "Issuer") in connection with a proposed project to construct two (2) wastewater treatment facilities, as well as a collection and transmission system to gather and transport sewer flow to the proposed facilities and appurtenances relating thereto. The Project envisions the construction of two (2) decentralized membrane biological reactor (MBR) sanitary sewage treatment facilities in Canaan Valley, West Virginia, serving the areas presently served by Timberline Four Seasons Utilities, Inc., Beaver Ridge Condominium, North Point Subdivision, North Lake Subdivision, and Black Bear Woods Resort. (the "Project"). We provide this final title opinion on behalf of the Issuer to satisfy the requirements of the West Virginia Department of Environmental Protection (the "DEP") for the Project. Please be advised of the following:

1. We are of the opinion that the Issuer is a duly created and validly existing public service district possessed with all the powers and authority granted to public service districts under the laws of the State of West Virginia to construct, operate and maintain the Project as approved by the DEP.

2. The Issuer has obtained all necessary permits and approvals for the construction of the Project.

3. We have investigated and ascertained the location of, and are familiar with the legal description of, the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by Thrasher Engineering, Inc., the consulting engineers for the Project.

4. We have examined the records on file in the Office of the Clerk of the County Commission of Tucker County, West Virginia, the county in which the Project is to be located, and, in our opinion, the Issuer has acquired legal title or such other estate or interest in all of the necessary site components for the Project, including all easements and/or rights of way, with the exception of those listed in Paragraph 5, sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.

5. The following listed properties are to be acquired by eminent domain and the necessary filings have been made in the Office of the Clerk of the Circuit Court of Tucker County, West Virginia, to permit the Issuer a right-of-entry for the purpose of construction, operation and maintenance of the Project on the subject properties. The Issuer's title thereto is defeasible in the event the Issuer does not satisfy any resulting judgment and/or award in the proceedings for acquisition of said properties, and our certification is subject to the following pending litigation, all of which is filed in the office of the Circuit Court of Tucker County, West Virginia:

Name	Description	Civil Action No.	Tax Map	Tax Parcel
Timberline Four Seasons Utilities, Inc.	land for treatment plant, permanent easements, and temporary and construction easements	09-C-49	351	1.4
Aspen Centre, LLC,	permanent easements, and temporary and construction easements	09-C-50	351G	49 & 50
Beaver Ridge Condominium Unit Owners Association, Inc.,	land for lift station, permanent easements, and temporary and construction easements	09-C-53	310	8.5
Potomac Group, LLC	permanent easements, and temporary and construction easements	09-C-54	310H	1, 2, 3, 4
Monongahela Power Company & West Virginia Public Service Commission	permanent easements, and temporary and construction easements	09-C-52	310	5.1
Black Bear Woods Resort Owners Association, Inc.	land for lift station, permanent easements, and temporary and construction easements	09-C-51	310A	22

6. All deeds, easements and rights of way which have been acquired to date by the Issuer have been duly recorded in the Office of the Clerk of the County Commission of Tucker County to protect the legal title to and interest of the Issuer.

If you should have any questions regarding any of the information contained in this preliminary title opinion, please do not hesitate to contact this office.

Very truly yours,

Janet D. Preston

Very truly yours,

John W. Cooper

cc: Samme L. Gee, Esquire

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. ARRA ASSISTANCE AGREEMENT
11. INSURANCE
12. VERIFICATION OF SCHEDULE
13. RATES
14. PUBLIC SERVICE COMMISSION ORDER
15. SIGNATURES AND DELIVERY
16. BOND PROCEEDS
17. PUBLICATION OF NOTICE OF PSC FILING
18. SPECIMEN BONDS
19. CONFLICT OF INTEREST
20. CLEAN WATER ACT
21. PROCUREMENT OF ENGINEERING SERVICES
22. GRANTS
23. EXECUTION OF COUNTERPARTS

We, the undersigned CHAIRMAN and the undersigned SECRETARY of the Public Service Board of Canaan Valley Public Service District in Tucker County, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER, hereby certify this 22nd day of January, 2010 in connection with the Issuer's Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), each dated the date hereof (collectively, the "Series 2010 Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Resolution of the Issuer duly adopted January 7, 2010, and the Supplemental Resolution duly adopted January 7, 2010 (collectively, the "Bond Resolution").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Bonds, the acquisition or construction of the Project, the operation of the System, the receipt of Grant proceeds or the Net Revenues, or in any way contesting or affecting the validity of the Bonds or the Grants, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the acquisition and construction of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Gross Revenues or the pledge of the Net Revenues as security for the Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable and necessary approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Bonds have been duly and timely obtained and remain in full force and effect. Competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer since the approval, execution and delivery by the Issuer of the ARRA Assistance Agreement, and the Issuer has met all conditions prescribed in the ARRA Assistance Agreement. The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete the Project.

On the Closing Date there will be no outstanding obligations of the Issuer which will rank on a parity with the Series 2010 Bonds as to liens, pledge, source of and security for payment.

5. CERTIFICATION OF COPIES OF DOCUMENTS: The copies of the below-listed documents hereto attached or delivered herewith or heretofore delivered are true, correct and complete copies of the originals of the documents of which they purport to be copies, and such original documents are in full force and effect and have not been repealed, rescinded, amended, supplemented or changed in any way unless modification appears from later documents also listed below:

Bond Resolution

Supplemental Resolution

ARRA Assistance Agreement

Public Service Commission Orders

Infrastructure and Jobs Development Council Approval

County Commission Orders Creating the District and Public Service Commission Order relating thereto

County Commission Orders Appointing Current Boardmembers

Oaths of Office of Current Boardmembers

Rules of Procedure

Minutes of Current Year Organizational Meeting

Minutes on Adoption of Bond Resolution and Supplemental Resolution

NPDES Permit

Department of Environmental Protection Approval of Plans and Specifications

Evidence of Insurance

Evidence of U.S. EPA Grant

Evidence of U.S. EDA Grant

Evidence of County Commission Grant

Evidence of Canaan Valley Institute Grant

WV Infrastructure Council Grant Agreement

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Canaan Valley Public Service District." The Issuer is a public service district and public corporation duly created by The County Commission of Tucker County and presently existing under the laws of, and a public corporation and political subdivision

of, the State of West Virginia. The governing body of the Issuer is its Public Service Board consisting of 3 duly appointed, qualified and acting members whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
William B Snyder	May 18, 2009	May 18, 2015
Robert Metzger	May 18, 2007	May 18, 2011
Calvin Dearborn	May 18, 2007	May 18, 2013

The names of the duly elected and/or appointed, qualified and acting officers of the Public Service Board of the Issuer for the calendar year 2010 are as follows:

Chairperson	-	Robert Metzger
Secretary	-	Diane Beall

The duly appointed and acting counsel to the Issuer is Cooper & Preston, PLLC, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition and construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bonds.

8. MEETINGS, ETC.: All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the issuance of the Bonds and the acquisition, construction, operation and financing of the Project and the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Resolution. The successful bidders have provided the Drug-Free Workplace Affidavits as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code. All insurance for the System required by the Bond Resolution and ARRA Assistance Agreement is in full force and effect.

10. ARRA ASSISTANCE AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the respective ARRA Assistance Agreement are true and correct in all material respects as if made on the date hereof; (ii) the ARRA Assistance Agreement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) to the best knowledge of the undersigned, no event affecting the Issuer has occurred since the date of the ARRA Assistance Agreement which should be disclosed for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information in the ARRA Assistance Agreement not misleading; and (iv) the Issuer is in compliance with all covenants, terms and representations in the ARRA Assistance Agreement.

The Issuer shall make monthly payments into the Renewal and Replacement Fund as required by Section 4.1 of the ARRA Assistance Agreement for at least the term of the Series 2009 B Bonds.

The Issuer shall notify the Authority and the DEP of any proposed bond indebtedness secured by the revenues of the System.

The special conditions of the ARRA Assistance Agreement are attached as EXHIBIT A hereto and are hereby accepted, agreed to and incorporated herein by reference.

The Issuer shall serve the additional customers at the location(s) as set forth in the Certificate of Engineer. The Issuer shall not reduce the amount of additional customers served by the project without the prior written approval of the Board of the Water Development Authority (the "Authority"). Following completion of the Project the Issuer shall certify to the Authority the number of customers added to the system.

11. INSURANCE. The Issuer will maintain or, as appropriate, will require all contractors to maintain worker's compensation, public liability, property damage insurance, standard hazard insurance, builder's risk insurance, flood insurance and business interruption insurance, where applicable, in accordance with the Bond Resolution and the ARRA Assistance Agreement. All insurance for the System required by the Bond Resolution and the ARRA Assistance Agreement are in full force and effect.

12. VERIFICATION OF SCHEULE: The final Schedule B attached to the Certificate of Consulting Engineer, accurately represents the estimated costs of the

Project, the sources of funds available to pay the costs of the Project and the costs of financing of the Bonds.

13. RATES: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered November 6, 2009 which became final order on November 26, 2009, in Case No. 09-0970-PSD-SCN, approving the rates and charges for the services of the System. The Issuer has adopted a resolution prescribing such rates and charges. The rates will be effective when the Project is substantially complete.

14. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Recommended of the Public Service Commission of West Virginia dated November 6, 2009 which became final order on November 26, 2009 and Affidavit of Certified Public Accountant dated January 11, 2010, in Case No. 09-0970-PSD-SCN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the rates and charges for the System and the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof without any appeal. Such order is not subject to any further appeal, further hearing, reopening or rehearing by any customer, protestant, intervenor or other person not a party to such Final Order.

15. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Chairman did officially sign all of the Bonds of the aforesaid issue, consisting upon original issuance of a single Bond for each series, numbered AR-1 and BR-1, respectively, all dated the date hereof, by his or her manual signature, and the undersigned Secretary did officially cause the official seal of the Issuer to be affixed upon said Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Bonds to a representative of the Authority as the original purchaser of the Bonds under the ARRA Assistance Agreement. Said official seal is also impressed above the signatures appearing on this certificate.

16. BOND PROCEEDS: (A). On the date hereof, the Issuer received $224,712 from the Authority and the DEP, being a portion of the principal amount of the Series 2010 A Bonds; and (B) on the date hereof, the Issuer received $593,962 from the Authority and the DEP, being a portion of the principal amount of the Series 2010 B Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

17. PUBLICATION OF NOTICE OF PSC FILING: The Issuer has published any required notice with respect to, among other things, the acquisition and construction of the Project, anticipated user rates and charges, and the filing of a formal application for a certificate of public convenience and necessity with the Public Service Commission of West Virginia, in accordance with Chapter 16, Article 13A, Section 25 of the Official West Virginia Code of 1931, as amended.

18. SPECIMEN BONDS: Delivered concurrently herewith are true and accurate specimens of the Bonds.

19. CONFLICT OF INTEREST: No officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bonds, the Bond Resolution and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

20. CLEAN WATER ACT: The Project as described in the Bond Resolution complies with Sections 208 and 303(e) of the Clean Water Act.

21. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds.

22. GRANTS: As of the date hereof, the grant from the U. S. Environmental Protection Agency in the amount of $2,049,129; the grant from the County Commission of Tucker County in the amount of $5,000; the grant from the Canaan Valley Institute in the amount of $5,000; the grant from the West Virginia Infrastructure and Jobs Development Council in the amount of $160,000; and the grant from the U.S. Economic Development Administration in the amount of $3,492,000 are all committed and in full force and effect.

23. EXECUTION OF COUNTERPARTS: This document may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same document.

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WITNESS our signatures and the official seal of CANAAN VALLEY PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
Diane J. Beall	Secretary
_____	Counsel to Issuer

124050.00001

CH5268935

WITNESS our signatures and the official seal of CANAAN VALLEY PUBLIC SERVICE DISTRICT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Chairman
_____	Secretary
_____	Counsel to Issuer

124050.00001

CH5268935

EXHIBIT A

SPECIAL CONDITIONS – ARRA FUNDED PROJECTS

The Local Government shall include the following covenants in its bond authorizing documents:

A. PUBLIC RELEASE REQUIREMENT – The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, groundbreaking or project dedication program documents and other documents describing projects or programs funded in whole or in part with Federal money, (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – Effective October 1, 2003, the Local Government that receives $500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

C. BUY AMERICAN CERTIFICATION – The Local Government shall cause the contractor(s) to comply with, and provide certification of, the Buy American provisions of the ARRA in accordance with final guidance from the EPA.

D. ASSET MANAGEMENT – The Local Government shall develop and implement an asset management plan in accordance with guidelines issued by DEP and as approved by DEP. New systems shall submit the asset management plan to DEP when the Project is complete. Existing systems shall submit the asset management plan to DEP within six months following completion of the Project.

E. CONTRACTS – The Local Government shall enter into contracts or commence construction by January 28, 2010.

F. LOGO – The Local Government must display the ARRA logo in a manner that informs the public that the project is an ARRA investment.

G. LOBBYING - The Local Government shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying and shall submit certification and disclosure forms as required by DEP.

H. PURCHASING REQUIREMENTS – The Local Government shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42

U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

I. SUSPENSION AND DEBARMENT – The Local Government shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). To the extent required by DEP, the Local Government shall provide certifications as to compliance.

J. REPORTING – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement, including the information required in section 1512 of ARRA when requested by DEP.

K. INSPECTOR GENERAL REVIEWS – The Local Government shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this ARRA Assistance Agreement and (2) interview any officer or employee of the Local Government.

L. FALSE CLAIMS – The Local Government must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this ARRA Assistance Agreement.

M. LIMIT ON FUNDS – The Local Government shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

N. WAGE RATES – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements applicable to ARRA funds.

O. OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE – The Local Government acknowledges and agrees that this ARRA Assistance is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and

Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

P. DISADVANTAGED BUSINESS ENTERPRISE – Pursuant to 40 CFR, Section 33.301, the Local Government agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Government shall provide DEP with MBE/WBE participation reports semi-annually.

Q. CIVIL RIGHTS – The Local Government shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. The Local Government shall also comply with Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

R. BOND DESIGNATION – Each Local Bond shall be designated "Series [2009] B" and shall contain "(WVCWSRF Program/ARRA)" in the bond name.

S. USER RATES – The Local Government shall covenant that it will not reduce its approved customer rates for at least eighteen months after completion of the Project or (a) until such time as a cost of service study has been completed establishing the actual operation and maintenance expenses or (b) new rates have been established by order of the Public Service Commission. The Local Government shall notify the Authority and the DEP of any action to reduce rates during the eighteen months following completion of construction of the Project.

T. CLOSING CONDITIONS – The closing is contingent upon receipt by the DEP and the Authority of a satisfactory final title opinion, the completion of administrative review by the DEP, the Local Government's adoption of the Bond Resolution and the receipt by the DEP and the Authority of a Buy American Certification from the Contractor.

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

ENGINEER'S CERTIFICATE

I, Kenneth P. Moran, Registered Professional Engineer, West Virginia License No. 011309, of Thrasher Engineering, Inc., Charleston, West Virginia, hereby certify this 22nd day of January, 2010 as follows:

1. My firm is engineer for the acquisition and construction of certain improvements and extensions (the "Project") to the existing public sewerage system (the "System") of Canaan Valley Public Service District (the "Issuer"), to be constructed primarily in Tucker County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (collectively, the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Resolution, duly adopted by the Issuer on January 7, 2010, as supplemented by the Supplemental Resolution duly adopted by the Issuer on January 7, 2010, the ARRA Assistance Agreement for the Series 2010 Bonds, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), dated January 22, 2010 (the "ARRA Assistance Agreement").

2. The Bonds are being issued for the purposes of (i) paying a portion of the costs of acquisition and construction of the Project; and (ii) paying costs of issuance and related costs.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and any change orders approved by the Issuer, the DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 40 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and in reliance upon the opinion of Issuer's counsel, Cooper & Preston, PLLC, of even date herewith, all

successful bidders have provided the drug-free workplace affidavit as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code and made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain the critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (ix) in reliance upon the certificate of the Issuer's certified public accountant, Scott & Nypl, CPAs, of even date herewith, the rates and charges for the System as adopted by the Issuer and approved by the West Virginia Public Service Commission will be sufficient to comply with the provisions of the ARRA Assistance Agreement; (x) the net proceeds of the Bonds, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the Council; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

4. I have received the Buy American Certification from each contractor.

5. The Project will service 5 new customers in the Timberline, North Lake, North Point, Black Bear and Beaver Ridge areas.

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WITNESS my signature and seal on the day and year first written above.

THRASHER ENGINEERING, INC.

(SEAL)

Kenneth P. Moran, P.E.
West Virginia License No. 011309

KENNETH P. MORAN
REGISTERED
11309
STATE OF
WEST VIRGINIA
PROFESSIONAL ENGINEER

1/12/10

124050.00001

WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL
SCHEDULE B--EDA PROJECT
CANAAN VALLEY PUBLIC SERVICE DISTRICT
SEWER PROJECT - IJDC # 2007S-1007
COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

				DEP Base Loan Series 2010 A (0%, 40 yrs)					Series 2010 B
A. Cost of Project	Total	EDA	STAG	DEP EDA	DEP STAG	DEP ARRA	IJDC grant	TCC & CVI	DEP ARRA
1. Construction									
Contract 1 - Zone C WWTP Breckenridge	3,794,000	0	2,049,129	0	1,744,871	0	0	0	0
Contract 1 - Zone D WWTP Breckenridge	3,700,000	2,960,000	0	740,000	0	0	0	0	0
Contract 2 - Zone D Collection System JFAllen	829,520	0	0	0	0	0	0	0	829,520
2. Technical Services									
a. Preliminary Engineering	120,000	0	0	0	0	110,000	0	10,000	0
b. Basic Design	370,000	0	0	0	0	19,125	0	0	350,875
b2. Basic Engineering	110,000	44,000	0	11,000	0	0	0	0	55,000
c. Inspection	358,000	140,000	0	35,000	0	0	0	0	183,000
d. Special Services	258,000	32,000	0	8,000	0	0	0	0	218,000
Timbeline Plans	100,000	0	0	0	0	100,000	0	0	0
3. Legal & Fiscal									
a. Legal	60,000	0	0	0	0	33,431	0	0	26,569
b. Accounting	20,000	0	0	0	0	20,000	0	0	0
4. Sites and Other Lands	160,000	0	0	0	0	0	160,000	0	0
5. Miscellaneous									
a. Administrative	150,000	150,000	0	0	0	0	0	0	0
b. Permits	133,100	0	0	0	0	64,789	0	0	68,311
6. Cap Interest	15,000	15,000	0	0	0	0	0	0	0
7. Construction Contingency	416,180	151,000	0	59,000	0	0	0	0	206,180
8. Total of Lines 1 through 7	10,593,800	3,492,000	2,049,129	853,000	1,744,871	347,345	160,000	10,000	1,937,455
B. Cost of Financing									
9. Capitalized Interest	0	0	0	0	0	0	0	0	0
10 Bond Counsel	40,000	0	0	20,000	0	0	0	0	20,000
11 Bank Registrar Fee	1,000	0	0	0	0	0	0	0	1,000
12 Total Cost of Financing	41,000	0	0	20,000	0	0	0	0	21,000
13 TOTAL PROJECT COST	10,634,800	3,492,000	2,049,129	873,000	1,744,871	347,345	160,000	10,000	1,958,455
C. Sources									
14 Federal Grants (USEDA)	3,492,000	3,492,000	0	0	0	0	0	0	0
15 Federal Grants (STAG)	2,049,129	0	2,049,129	0	0	0	0	0	0
16 State Grants (IJDC)	160,000	0	0	0	0	0	160,000	0	0
17 Other Grants	10,000	0	0	0	0	0	0	10,000	0
18 Total Grants	5,711,129	3,492,000	2,049,129	0	0	0	160,000	10,000	0
19 Total Bond Issue	4,923,671	0	0	873,000	1,744,871	347,345	0	0	1,958,455
	4,923,671	0	0			2,965,216	0	0	1,958,455

Canaan Valley Public Service District — 01/07/2010 Date

Thrasher Engineering — 01/07/2010

SCOTT and NYPL, CPAs, A.C.
Certified Public Accountants

44 South Randolph Avenue
P.O. Box 1998
Elkins, WV 26241
(304) 636-7420
FAX (304) 636-7538

GEORGE R. SCOTT, MBA, CPA
MILAN NYPL, CPA, CVA

January 22, 2010

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

Canaan Valley Public Service District
Davis, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Based upon the sewer rates and charges set forth in the Recommended Decision entered November 6, 2009 of the Public Service Commission of West Virginia in Case No. 09-0970-PSD-SCN, and projected operation and maintenance expenses and anticipated customer usage as furnished to us by Thrasher Engineering, Inc., the Consulting Engineer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Issuer, will (i) provide for all reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each Fiscal Year equal to at least 115% of the maximum amount required in any Fiscal Year for payment of principal of and interest on the (a) Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 22, 2010, issued in the aggregate principal amount of $2,965,216, and (b) Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), dated January 22, 2010, issued in the aggregate principal amount of $1,958,455, (collectively, the "Series 2010 Bonds").

Very truly yours,

SCOTT & NYPL, CPAS

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Chairman of the Public Service Board of Canaan Valley Public Service District in Tucker County, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of $2,965,216 Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), and $1,958,455 Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), of the Issuer, all dated January 22, 2010 (collectively, the "Bonds"), hereby certify this 22nd day of January, 2010 as follows:

1. I am one of the officers of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Resolution duly adopted by the Issuer on January 7, 2010 as supplemented by Supplemental Resolution duly adopted by the Issuer on January 7, 2010 (collectively, the "Bond Resolution"), authorizing the Bonds.

2. This certificate may be relied upon as the certificate of the Issuer.

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on January 22, 2010, the date on which the Bonds are being physically delivered in exchange for an initial advance of $224,712, being a portion of the principal amount of the Series 2010 A Bonds, and $593,962, being a portion of the principal amount of the Series 2010 B Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Resolution pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia

Department of Environmental Protection (the "DEP"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2010 A Bonds were sold on January 22, 2010, to the Authority, pursuant to an ARRA Assistance Agreement dated January 22, 2010, by and among the Issuer, the Authority and the DEP, for an aggregate purchase price of $2,965,216 (100% of par), at which time, the Issuer received $224,712 from the Authority and the DEP, being the first advance of the principal amount of the Series 2010 A Bonds. No accrued interest has been or will be paid on the Series 2010 A Bonds. The balance of the principal amount of the Series 2010 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2010 B Bonds were sold on January 22, 2010, to the Authority, pursuant to an ARRA Assistance Agreement dated January 22, 2010, by and among the Issuer, the Authority and the DEP, for an aggregate purchase price of $1,958,455 (100% of par), at which time, the Issuer received $593,962 from the Authority and the DEP, being the first advance of the principal amount of the Series 2010 B Bonds. No accrued interest has been or will be paid on the Series 2010 B Bonds. The balance of the principal amount of the Series 2010 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

7. The Series 2010 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of the public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

8. The Series 2010 B Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of the Project; and (ii) paying certain costs of issuance and related costs.

9. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Bonds on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project and the allocation of the net sale proceeds of the Bonds to expenditures of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2010 A Bonds Reserve Account and the Series 2010 B Bonds Reserve Account, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before November 1, 2011. The acquisition and construction of the Project is expected to be completed by May 1, 2011.

10. The total cost of the Project is estimated at $10,634,800. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2010 A Bonds	$ 2,965,216
Proceeds of the Series 2010 B Bonds	$ 1,958,455
US EPA Grant	$ 2,049,129
US EDA Grant	$ 3,492,000
County Commission Grant	$ 5,000
Canaan Valley Institute Grant	$ 5,000
Infrastructure Council Grant	$ 160,000
Total Sources	$10,634,800

USES

Costs of Acquisition and Construction of the Project	$10,593,800
Costs of Issuance	$ 41,000
Total Uses	$10,634,800

11. Pursuant to Article V of the Bond Resolution, the following special funds or accounts have been created or continued relative to the Series 2010 Bonds:

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Series 2010 A Bonds Sinking Fund;

(4) Series 2010 A Bonds Reserve Account;

(5) Series 2010 B Bonds Sinking Fund;

(6) Series 2010 B Bonds Reserve Account: and

(7) Series 2010 Bonds Construction Trust Fund.

12. Pursuant to Article VI of the Bond Resolution, the proceeds of the Bonds will be deposited as follows:

(1) Series 2010 A Bond proceeds in the amount of $-0- will be deposited in the Series 2010 A Bonds Sinking Fund as capitalized interest and applied to payment of interest on the

Series 2010 A Bonds during acquisition and construction of the Project and for a period not to exceed six months following completion thereof.

(2) Series 2010 B Bond proceeds in the amount of $-0- will be deposited in the Series 2010 B Bonds Sinking Fund as capitalized interest and applied to payment of interest on the Series 2010 B Bonds during acquisition and construction of the Project and for a period not to exceed six months following completion thereof.

(3) Series 2010 A Bonds proceeds in the amount of $-0- will be deposited in the Series 2010 A Bonds Reserve Account.

(4) Series 2010 B Bonds proceeds in the amount of $-0- will be deposited in the Series 2010 B Bonds Reserve Account.

(5) The balance of the proceeds of the Series 2010 A Bonds will be deposited in the Series 2010 Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2010 A Bonds and related costs.

(6) The balance of the proceeds of the Series 2010 B Bonds will be deposited in the Series 2010 Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2010 B Bonds and related costs.

13. Monies held in the Series 2010 A Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2010 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2010 A Bonds Sinking Fund and Series 2010 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2010 Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Resolution.

14. Monies held in the Series 2010 B Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Series 2010 B Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2010 B Bonds Sinking Fund and Series 2010 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2010 Bonds Construction Trust Fund during construction of the Project, and following

completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Resolution.

15. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 15 months of the date hereof.

16. The Issuer will take such steps as requested by the Authority to ensure that the Authority's bonds meet the requirements of the Code.

17. With the exception of the amount deposited in the Series 2010 A Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2010 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 21 months from the date of issuance thereof.

18. With the exception of the amount deposited in the Series 2010 B Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2010 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 21 months from the date of issuance thereof.

19. The Issuer does not expect to sell or otherwise dispose of the Project in whole or in part prior to the last maturity date of the Bonds.

20. The amount designated as costs of issuance of the Bonds consists only of costs which are directly related to and necessary for the issuance of the Bonds.

21. All property financed with the proceeds of the Bonds will be owned and held by (or on behalf of) a qualified governmental unit.

22. No proceeds of the Bonds will be used, directly or indirectly, in any trade or business carried on by any person who is not a governmental unit.

23. The original proceeds of the Bonds will not exceed the amount necessary for the purposes of the issue.

24. The Issuer shall use the Bond proceeds solely for the costs of the Project, and the Project will be operated solely for a public purpose as a local governmental activity of the Issuer.

25. The Bonds are not federally guaranteed.

26. The Issuer has retained the right to amend the Bond Resolution authorizing the issuance of the Bonds if such amendment is necessary to assure that the Bonds remain public purpose bonds.

27. The Issuer has either (a) funded the Series 2010 A Bonds Reserve

Account and Series 2010 B Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due, respectively, on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2010 A Bonds Reserve Account and Series 2010 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2010 A Bonds Reserve Account and Series 2010 B Bonds reserve Account hold an amount equal to the maximum amount of principal and interest which will mature and become due, respectively, on the Bonds in the then current or any succeeding year. Monies in the Series 2010 A Bonds Reserve Account, the Series 2010 B Bonds Reserve Account, the Series 2010 A Bonds Sinking Fund and the Series 2010 B Bonds Sinking Fund will be used solely to pay principal of and interest on each series of the Bonds and will not be available to pay costs of the Project.

28. There are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Bonds, (b) are to be sold pursuant to a common plan of financing together with the Bonds and (c) will be paid out of substantially the same sources of funds of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Bonds.

29. To the best of my knowledge, information and belief, there are no other facts, estimates and circumstances which would materially change the expectations herein expressed.

30. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding use and investment of proceeds of the Bonds, rebates and rebate calculations.

31. To the best of my knowledge, information and belief, the foregoing expectations are reasonable.

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WITNESS my signature on the day and year first written above.

CANAAN VALLEY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

12.23. 09
124050.00001

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the 23rd day of July, 2009.

CASE NO. 06-1795-PSWD-PC (REOPENED)

TUCKER COUNTY COMMISSION, Parsons, Tucker County.
Petition for consent and approval of the creation of Canaan Valley Public Service District to provide both water and sewer utility services

COMMISSION ORDER

BACKGROUND

On April 27, 2007, the Commission granted a request by the Tucker County Commission to create a new public service district to provide water and sewer service rim-to-rim in the Canaan Valley. In that order, the Commission required the new Canaan Valley Public Service District to file progress reports with the Commission on or before January 1, April 1, July 1 and October 1 of each year, until the Commission relieves the utility of that duty by further order. Comm'n Order p. 15, Tucker Co. Comm'n, Case No. 06-1795-PSWD-PC, as corrected May 18, 2007.

In an Order issued on March 18, 2009, the Commission noted that its docket did not reflect that such reports had been filed and required Canaan Valley PSD to respond in writing as to whether the required progress reports were being filed. Comm'n Order pp. 1-2.

On March 25, 2009, John W. Cooper, Canaan Valley PSD's counsel, filed an update, advising that he had filed a number of documents with the Commission, but that certain progress filings related to engineering contracts were assigned a new case number. Report pp. 1-8. He also stated that the quarterly written reports had not been made, but would be provided going forward; neither he, nor the Canaan Valley PSD chairman, was served with a copy of the March 18, 2009, Order; and Canaan Valley had been participating in meetings with staff from the Commission and from the West Virginia Department of Environmental Protection. Id.

DISCUSSION

The report from Canaan Valley was thorough and helpful. Furthermore, Canaan Valley's counsel stated that quarterly progress reports will be provided to the Commission going forward. Those written reports should be filed as a closed entry in this case on or before January 1, April 1, July 1 and October 1 of each year, until the Commission relieves Canaan Valley of that duty by further order.

The Commission has updated its service list in this matter to include Canaan Valley's counsel, Mr. Cooper.

FINDING OF FACT

Canaan Valley PSD has filed a written progress report and stated it will comply with the April 27, 2007 requirement to file quarterly progress reports.

CONCLUSION OF LAW

Because Canaan Valley has stated that it will comply with the requirement to file quarterly progress reports, this case should be closed.

ORDER

IT IS THEREFORE ORDERED that that this matter is removed from the Commission's docket of active cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste: Sandra Squire

Sandra Squire
Executive Secretary

CLW/tt
061795ce.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the 27th day of April, 2007.

CASE NO. 06-1795-PSWD-PC

TUCKER COUNTY COMMISSION, Parsons, Tucker County.
Petition for consent and approval of the creation of Canaan Valley Public Service District to provide both water and sewer utility services

COMMISSION ORDER

The Public Service Commission (Commission) grants a request to establish a new public service district at Canaan Valley in Tucker County.

BACKGROUND

Tucker County proceedings

On September 27, 2006, the Tucker County Commission (County Commission) proposed to create a new public service district to provide water and sewer service. Notice of a public hearing, including a map, was published two times. The proposed area for the district was identified as "rim-to-rim" in Canaan Valley.

On October 27, 2006, the hearing was conducted as scheduled. On November 8, 2006, the County Commission unanimously voted to create the new water and sewer utility.

Commission proceedings

On November 15, 2006, the County Commission requested the Commission's approval of the creation of the new utility, pursuant to W. Va. Code § 16-13A-2, within the territory in which Hamrick Public Service District (Hamrick) is authorized to provide water and sewer utility service. Hamrick had studied the area with the Canaan Valley Institute (CVI), and Hamrick voted against serving the Canaan Valley area. The County Commission does not know what it will cost to run the new utility, but plans that the utility would have

its own treatment plants and employees. The County Commission also expects the new utility to perform its own billing and collection services.

On February 13, 2007, Commission Staff recommended disapproval, writing, "Staff has concluded that the creation of a new district is not supported at this time." Technical Staff noted that the studies were not provided to the Commission and the cost to run the district was unknown. While the County Commission said that 17 plants would be reduced to four or five, there were no cost comparisons for these or any other consolidated operations. No cost-benefit analysis was provided regarding employee costs. Hamrick's minutes were not provided, and the minutes from the public hearing do not reflect whether anyone from the public attended or had the chance to speak. See Final Joint Staff Memorandum.

Notice of the Commission hearing was published in *The Parsons Advocate* on March 14, 2007. See Affidavit of Publication filed March 23, 2007.

The Commission conducted a hearing in Parsons on April 2, 2007. Karen Buckley of the Commission's Water and Wastewater Division testified. Commission Staff's position was unchanged from that set forth in the Final Joint Staff Memorandum.

Tom Carr, Karen Bonner, Janet Preston, Henry Moomau and Kiena Smith presented public comment in favor of creating the new utility. No one spoke against the proposal.

The County Commission presented the testimony of Chris Michael, Henry Moomau, Dave Clark, and Kenneth Moran.

Mr. Michael is president of the Tucker County Commission. Tr. pp. 41-69. Mr. Michael worked in the county assessor's office for about ten years before becoming a county commissioner. The vast majority of Canaan Valley properties are second homes, and many are rental units serving visitors to the ski and wilderness areas.

The distance from Canaan Valley to Hamrick's rural service area is about 20 miles. If Hamrick is required to serve the Canaan Valley area, a second office for Hamrick likely would have to be provided.

Hamrick provides water service to 650-700 residents in a very rural area. Hamrick collects and transports sewage for less than half of its customers, but it does not provide any sewage treatment services. Hamrick is concerned that providing sewer service in the Canaan Valley area would increase rates to Hamrick's existing sewer customers, who already pay relatively high rates. Although the Commission sometimes permits surcharges or separate rates, the Commission usually does so on a temporary basis and ultimately works to combine a utility's separate rate structures.

There are about 17 sewage treatment plants in the Canaan Valley, all about 20 years old. They are in different stages of compliance with current environmental regulations.

Several treatment plant operators will be needed to provide sewer service in the Canaan Valley, and Hamrick does not have any sewer plant operators.

Most of the Canaan Valley resorts have their own wells to provide water service. Most water service is unmetered.

The Canaan Valley is unique ecologically; it is the highest wetlands east of the Mississippi River, with an elevation of about 3,200 feet. The only water in the valley comes from rain or snow. No rivers or streams deposit water there. Within the valley are two ski areas, a national wildlife refuge, Dolly Sods and the Canaan Valley State Park, as well as numerous other private developments and businesses.

The County Commission has also discussed the situation with the Canaan Valley Institute. The Canaan Valley Institute proposed, among other approaches, a geographical, topographical approach with about five sewage treatment plants.

The County Commission wants to form a new utility so that people in the Canaan Valley area can address their unique situation. Hamrick supports allowing the people in that Canaan Valley to make their own decision. Members of homeowners associations in Canaan Valley have also advised the County Commission that the associations prefer to be involved in the decisions.

A grant of about $3 million is available from the federal Environmental Protection Agency to a public entity to study how to provide sewer service in the Canaan Valley area.

Henry Moomau also testified to respond to questions from the Commission regarding how the Deep Creek, Maryland, resort area faced this same problem. Tr. pp. 70-74. A new utility, with boundaries the same as the local watershed boundaries, was created to provide sewer service via a central treatment plant.

One of the unique problems for Canaan Valley sewer service, as compared to Hamrick's customers, is the tremendous influx of people for weekends, long weekends, and certain weeks through the summer, Mr. Moomau said. Without a constant flow, sewer plants are more difficult to operate.

Presently, some Canaan sewer systems have holding tanks, so that the weekend flows are gradually delivered to the treatment plant. In other cases, the sewer systems simply overflow during periods of high occupancy.

Dave Clark, who works for CVI, explained that CVI is a non-profit organization that works with local groups in West Virginia, most of Pennsylvania, and the western portions of Virginia and Maryland, to address water quality problems including wastewater, decentralized wastewater and natural stream restoration. Tr. pp. 75-92. CVI has one wastewater engineer on staff.

Many of the Canaan Valley's 17 wastewater plants are out of compliance, and as a result, the Blackwater River is listed as impaired. CVI began assessing sewer service in Canaan Valley around 2004 and prepared a grid of options dated July 17th, 2006. See Tucker Co. Exhibit No. 2. CVI met with Hamrick frequently during the process. CVI compared four options – 1) the centralized plan prepared by Thrasher about ten years ago, 2) replacing the existing 17 treatment plants, 3) upgrading and retrofitting the existing plants wherever possible, and 4) a consolidated plant option, which reduces the number of treatment plants to about four, scattered around the valley. The last option has the most support, but it is the least complete. No engineering work has been done, and the costs estimates are very preliminary. The consolidated plants could be located at the site of some of the existing plants. For instance, it is likely that one of the four would be located at Timberline.

CVI does not prefer one of the options over the others. CVI's role, instead, is to help people make an informed decision.

A description of the proposed district has been prepared, and it basically follows the watershed boundary. Hamrick is reluctant to take over the sewer treatment for Canaan Valley for several reasons, including the complexity of providing sewer service there and the geographic separation from the rest of Hamrick's customers.

Kenneth P. Moran, a licensed professional engineer with Thrasher Engineering, Inc., testified that Hamrick takes care of three pump stations, and Parsons treats the sewage flows from Hamrick's customers. In the late 1990s Thrasher evaluated the Canaan Valley sanitary sewer issues and proposed a centralized sewage treatment system.

About six months ago, Thrasher and CVI discussed a decentralized plan that would consolidate the existing treatment facilities into about four plants. The EPA grant will expire in September, so it is imperative that this case proceeds very quickly.

To move forward, Thrasher will need to update the engineering facilities plan and submit it to the West Virginia Infrastructure & Jobs Development Council, and the EPA grant application must be submitted. When Thrasher updates the facilities plan, it will consider impact fees that the Commission recently approved for use in high-growth areas.

The valley's dynamics have changed dramatically from 1997 to 2007. Just after Thrasher prepared its first report, the U.S. Park Service, through the Fish and Wildlife Service, bought up large portions of the land. Timberline now is being pressured to correct its sewer system, as is the state park. An updated engineering assessment is needed of who is using waste loads and who is not. Based upon new information, Thrasher would not be surprised if a decentralized plan might now be a better option.

Thrasher agrees that Canaan Valley's problems are quite different from problems that Hamrick Public Service would have.

Treatment limits at Canaan will be difficult to meet because Canaan sits in a bowl-shaped area with a highly sensitive steam with zero grade, low flow, slow moving, and with low oxygen factors. Part of the update will be to learn how much EPA will allow to be discharged into the local waters.

Once the discharge limits – the quality of the water that can be released from the Canaan Valley sewer systems – are established, treatment methods can be evaluated, such as membrane filters. Considerations also would include handling sludge, electrical and maintenance costs, the huge variations in usage, and the personnel to run that type of system. Someone likely will have to be available on call 24 hours a day because of the sensitive characteristics of the stream. Another likely difficulty is that water usage generally is not metered in Canaan Valley, so ways to assess sewer charges will have to be developed.

Under a combined rate structure, Hamrick's existing sewer customers could be required to share the costs of the new sewer system to serve the Canaan Valley's unique characteristics.

Thrasher believes the Canaan Valley's unique characteristics present the perfect case for a separate utility within the rim of this valley because it is tourism-based, not residential-based. This creates a whole different economic scale in how that system operates.

On April 5, 2007, the County Commission filed a copy of the Canaan Valley Sewage Resolution passed by Hamrick's board on August 14, 2006, in which Hamrick states that it is responsible for sewage collection and treatment in all areas of Tucker County outside of municipal boundaries; the Canaan Valley's rare geology requires only tried and proven treatment options; Hamrick has applied for funding of Thrasher's centralized approach, but, to date, no acceptable funding has been secured; the West Virginia DEP has issued compliance orders to nine of the Canaan Valley treatment facilities, compelling them to improve their facilities; $2.8 million in grant funding has become available to any public entity for a decentralized sewage treatment approach; Hamrick has a responsibility to its existing customers to provide the best possible service at the lowest possible rates; a Canaan Valley sewer project would require considerable grant funding or a separate rate structure to prevent a rate increase for Hamrick sewer customers outside of the Canaan Valley area; Commission precedent allows separate rates only as a temporary measure; that nearly all water usage in Canaan Valley is unmetered, making it difficult to compel customers to pay for sewer service without being able to discontinue water service; others have expressed interest in forming a new public utility to obtain the grant and provide sewer service in Canaan Valley; Hamrick unanimously agreed to relinquish its sewer service responsibilities in Canaan Valley so that the County Commission could create a new utility to serve there; and Hamrick remained willing to pursue the centralized approach or an updated facilities plan in the future if necessary.

The Commission has received about 15 letters in favor of creating a new district, and there have been no letters opposing the County Commission's petition.

On April 26, 2007, CVI filed a metes and bounds description for the new utility boundaries.

DISCUSSION

Pursuant to W. Va. Code § 16-13A-2(a), a county commission may propose the creation of a public service district upon its own motion, as the County Commission has done. The creation can only occur with the Commission's written consent.

Pursuant to W. Va. Code § 16-13A-2(c), the County Commission must set a hearing within 20-40 days of entering the order which proposes to create a PSD. The County Commission's order was entered on September 27, 2006, and the hearing was conducted on October 27, 2006, some 30 days later. Thus, the County Commission has complied with this statutory requirement.

Pursuant to W. Va. Code § 16-13A-2(f), the County Commission must provide the Commission with a copy of its order creating the new district within ten days of entering the order. On November 8, 2006, the County Commission unanimously voted to create the water and sewer utility, and on November 15, 2006, some seven days later, the County Commission filed the order with the Commission. Thus, the County Commission has complied with this statutory requirement.

W. Va. Code § 16-13A-2 addresses the Commission's responsibility, in pertinent part, as follows:

> (f) The Public Service Commission may provide a hearing in the affected county on the matter and may approve, reject or modify the order of the county commission if it finds it is in the best interests of the public to do so.
>
> (g) The [Public Service] Commission shall at all times attempt to bring about the enlargement or merger of existing public service districts in order to provide increased services and to eliminate the need for creation of new public service district in those areas which are not currently serviced by a public service district[.]

Pursuant to Rule 7.4 of the Commission's Rules Governing Sewer Utilities, 150 C.S.R. Series 5, the Commission's considerations include the following:

> After public comment and hearing the Commission shall, by order, approve, disapprove or modify a county commission order creating, expanding, merging, consolidating, reducing or dissolving a public service district. In deliberating on approval, modification or disapproval the Commission may consider, among other things:

1. the public convenience and necessity;

2. the economic feasibility, including sources of funding, costs and related benefits of the county commission's order;

3. the adequacy of the facilities;

4. other facilities in the area; and

5. other possible alternatives.

The Legislature has expressed a clear preference for the merger or enlargement of existing utilities, instead of the creation of a new one. The Commission generally requires the merger or enlargement of existing public utilities, instead of the creation of new ones. Thus, applicants proposing a new utility must establish why a new utility should now be created.

Upon these specific facts, the Commission concludes that the County Commission has met that burden. Hamrick serves a primarily rural, residential population and provides water service to 650-700 customers. For about half of those customers, Hamrick collects sewage flows and transports them to Parsons for treatment. Hamrick does not provide sewer treatment services.

In contrast, sewage treatment services are needed in Canaan Valley for second home owners or short-term visitors to the area. The number of people residing in Canaan Valley fluctuates greatly, and high-volume sewage flows sometimes must be held and fed to treatment facilities on a gradual basis. The Canaan Valley is a unique geological area, and sewer facilities must meet heightened environmental standards because the flows are discharged into a zero grade, slow moving, low-volume local waters with low oxygen factors. Also, most Canaan Valley water customers are not metered, making it difficult to compel payment for sewer services without being able to discontinue water service.

Generally, the Commission expects certificated utility providers to acquire the knowledge and personnel to handle the situations that arise within the utility's service territory. In this instance, however, people in the Canaan Valley have indicated that they want to be involved in creating the sewer solution, and these people have intimate knowledge of the Canaan Valley's special characteristics. Hamrick, on the other hand, prefers to continue only its current operations and does not want more direct involvement to develop the sewer treatment plan for this unique area, although Hamrick remains willing to serve the area if necessary.

The County Commission and CVI have met regularly with Hamrick, as well as with people in the Canaan Valley. The County Commission is to be commended for its efforts to involve all of the stakeholders in the process.

Addressing now the elements set forth in *Sewer Rule* 7.4, the Commission concludes that the public convenience and necessity require the creation of this new utility because existing sewer treatment facilities in the Canaan Valley area are inadequate and do not meet environmental standards. Thus, new sewer treatment facilities are required to protect the public health and safety.

Hamrick generally serves a residential population more than 20 miles away. Thus, at a minimum, there would be significant travel costs for Hamrick to provide service to the valley, and perhaps a second utility office would be needed. Given Canaan Valley's unique geology, it is likely that sewer service will be more expensive to provide in Canaan Valley than it is for Hamrick's existing customers. Because residents in Canaan Valley prefer to be involved in the development of their sewer system, which would be more costly and radically different than the limited sewer service that Hamrick provides, it is reasonable to conclude that economics permit the establishment of a new sewer utility.

Consideration of other facilities is key to the County Commission's proposal. Canaan Valley residents are seriously considering the consolidation of some of the existing sewer treatment plants. Given the Canaan Valley's unique geology, which likely will require specialized and costly treatment services, and given that Hamrick does not provide any sewage treatment services and has very limited financial revenues, it is reasonable to conclude that other facilities in the area are not sufficient to provide the needed service and that a new public utility should be established to do so.

For the same reasons, the Commission concludes that other alternatives are being sufficiently explored and a new public utility provides the best solution to improving sewer service in the Canaan Valley.

In summary, because of the extraordinary circumstances of Canaan Valley's unique geology and the difficulties in handling wasteflows from a population which varies widely in number from day to day, the Commission agrees that a new public service district is in the public interest. The Commission appreciates the necessity to move quickly in this matter because of the deadline to apply for the EPA grant.

The new utility, the Canaan Valley Public Service District, shall file progress reports with the Commission on or before January 1, April 1, July 1 and October 1 of each year, until the Commission relieves the utility of that duty by further order. Those reports, at a minimum, shall update the Commission on the status of funding requests, engineering reports, and DEP compliance orders relating to existing treatment facilities in the Canaan Valley. These reports shall also provide a cost-benefit analysis for the various options being considered.

FINDINGS OF FACT

1. On August 14, 2006, Hamrick's board recognized the unique service that Canaan Valley requires and the willingness of people in Canaan Valley to work to provide such service, among other things. Hamrick's board members unanimously agreed to relinquish Hamrick's utility responsibilities in Canaan Valley so that the County Commission could create a new utility to serve the Canaan Valley. See Canaan Valley Sewage Resolution filed April 5, 2007.

2. On September 27, 2006, the County Commission set a public hearing on a proposal to create a new public service district to provide water and sewer service.

3. Notice of the hearing, including a map, was published two times.

4. On October 27, 2006, the hearing was conducted by the County Commission as scheduled. Sixteen or 17 people showed up, and 11 or 12 were in favor of creating a new public service district. (Testimony of Mr. Michael).

5. On November 8, 2006, the County Commission unanimously voted to create the new water and sewer utility.

6. On November 15, 2006, the County Commission requested the Commission's approval of the creation of a new utility, pursuant to W. Va. Code § 16-13A-2.

7. Commission Staff recommended that the County Commission's petition be denied, because, among other reasons, the County Commission had not conducted a cost-benefit analysis of creating and operating the proposed utility.

8. Notice of the Commission hearing was published in *The Parsons Advocate* on March 14, 2007. See Affidavit of Publication filed March 23, 2007.

9. Five people provided public comment in favor of creating the new utility at the Commission hearing. About 15 letters were filed with the Commission in favor of the new utility.

10. The vast majority of Canaan Valley properties are second homes, and many are rental units serving visitors to the ski and wilderness areas. (Testimony of Mr. Michael).

11. The distance from Canaan Valley to Hamrick's rural service area is about 20 miles. If Hamrick is required to serve the Canaan Valley area, a second office for Hamrick likely would have to be provided. (Testimony of Mr. Michael).

12. The Canaan Valley area is within Hamrick's territorial boundaries, but Hamrick does not yet provide any utility service there. (Testimony of Mr. Michael).

13. Hamrick provides water service to 650-700 residents in a very rural area. Hamrick collects and transports sewage for less than half of its customers, but it does not provide any sewage treatment services. (Testimony of Mr. Michael). Hamrick takes care of three pump stations, and Parsons treats the sewage flows. (Testimony of Mr. Moran).

14. Hamrick is concerned that providing sewer service in the Canaan Valley area would increase rates to Hamrick's existing sewer customers, who already pay relatively high rates. (Testimony of Mr. Michael & Mr. Moran).

15. Although the Commission sometimes permits surcharges or separate rates, the Commission usually does so on a temporary basis and ultimately works to combine a utility's separate rate structures. (Testimony of Mr. Michael & Mr. Moran).

16. There are about 17 sewage treatment plants in the Canaan Valley, all about 20 years old. They are in different stages of compliance with current environmental regulations. (Testimony of Mr. Michael).

17. Most of the Canaan Valley resorts have their own wells to provide water service. Most water service is unmetered. (Testimony of Mr. Michael).

18. Several treatment plant operators will be needed to provide sewer service in the Canaan Valley, and Hamrick does not have any sewer plant operators. (Testimony of Mr. Michael).

19. The Canaan Valley is unique ecologically; it is the highest wetlands east of the Mississippi River, with an elevation of about 3,200 feet. The only water in the valley comes from rain or snow. No rivers or streams deposit water there. Within the valley are two ski areas, a national wildlife refuge, Dolly Sods and the Canaan Valley State Park, as well as numerous other private developments and businesses. (Testimony of Mr. Michael).

20. Several years ago, Hamrick hired Thrasher Engineering to consider serving Canaan Valley. Thrasher proposed a central system that would reduce all the existing plants into one. (Testimony of Mr. Michael & Mr. Moran).

21. The County Commission has also discussed the situation with the Canaan Valley Institute. The Canaan Valley Institute proposed, among other approaches, a geographical, topographical approach with about five plants. (Testimony of Mr. Michael).

22. The County Commission wants to form a new utility so that people in the Canaan Valley area can address their unique situation. Hamrick supports allowing the people in that Canaan Valley to make their own decision. Members of homeowners' associations in Canaan Valley have advised the County Commission that the associations prefer to be involved in the decisions. (Testimony of Mr. Michael).

23. A grant of about $3 million is available from the federal Environmental Protection Agency to a public entity to study how to provide sewer service in the Canaan Valley area. (Testimony of Mr. Michael).

24. The Deep Creek, Maryland, resort area faced a similar sewer problem, and a new utility, with boundaries the same as the local watershed boundaries, was created to provide sewer service at a central treatment plant. (Testimony of Mr. Moomau).

25. One of the unique problems for Canaan Valley sewer service, as compared to Hamrick's existing customers, is the tremendous influx of people for weekends, long weekends, and certain weeks through the summer. Without a constant flow, sewer plants are more difficult to operate. (Testimony of Mr. Moomau).

26. Presently, some Canaan sewer systems have holding tanks, so that the high volume flows are gradually delivered to the treatment plant. In other cases, the sewer systems simply overflow during periods of high occupancy. (Testimony of Mr. Moomau).

27. Many of the 17 wastewater plants in Canaan Valley are out of environmental compliance, and as a result, the Blackwater River is listed as impaired. (Testimony of Mr. Clark).

28. CVI began assessing sewer service in Canaan Valley around 2004 and prepared a grid comparing four options – 1) the centralized plan prepared by Thrasher about ten years ago, 2) replacing the existing 17 treatment plants, 3) upgrading and retrofitting the existing plants wherever possible, and 4) a consolidated plant option, which reduces the number of treatment plants to about four, scattered around the valley. See Tucker Co. Exhibit No. 2 (dated July 17, 2006). CVI met with Hamrick frequently during the process. (Testimony of Mr. Clark).

29. CVI does not prefer one of the options over the others. CVI's role, instead, is to help people make an informed decision. (Testimony of Mr. Clark).

30. A description of the proposed district has been prepared, and it basically follows the watershed boundary. A map of the proposed boundary was submitted as Tucker County Exhibit Number 3. (Testimony of Mr. Clark). See also CVI's filing (April 26, 2007).

31. Hamrick is reluctant to take over the sewer treatment for Canaan Valley for several reasons, including the complexity of providing sewer service there and the geographic separation from the rest of Hamrick's customers. (Testimony of Mr. Clark & Mr. Moran).

32. In the late 1990s, Thrasher Engineering evaluated the Canaan Valley sanitary sewer issues and proposed a centralized sewage treatment system. At that time, the cost was estimated at about $17 million. (Testimony of Mr. Moran).

33. About six months ago, Thrasher and CVI discussed a decentralized plan, which would consolidate the existing treatment facilities into about four plants. (Testimony of Mr. Moran).

34. The EPA grant will expire in September, so it is imperative that this case proceeds very quickly. (Testimony of Mr. Moran).

35. To move forward, Thrasher will need to update the engineering facilities plan and submit it to the West Virginia Infrastructure & Jobs Development Council, and the EPA grant application must be submitted. (Testimony of Mr. Moran).

36. The valley's dynamics have changed dramatically from 1997 to 2007. Just after Thrasher prepared its first report, the U.S. Park Service, through the Fish and Wildlife Service, bought up large portions of the land. Timberline now is being pressured to correct its sewer system, as is the state park. An updated engineering assessment is needed of who is using waste loads and who is not. Based upon new information, Thrasher would not be surprised if a decentralized plan might now be a better option. (Testimony of Mr. Moran).

37. Treatment limits at Canaan will be difficult to meet because Canaan sits in a bowl-shaped area with a highly sensitive steam with zero grade, low flow, slow moving, and with low oxygen factors. Part of the update will be to learn how much EPA will allow to be discharged into that stream. (Testimony of Mr. Moran).

38. Once the discharge limits – the quality of the water that can be released from the Canaan Valley sewer systems – are established, treatment methods can be evaluated, such as membrane filters. Considerations also would include handling sludge, electrical and maintenance costs, the huge variations in usage, and the personnel to run that type of system. Someone likely will have to be available on call 24 hours a day because of the sensitive characteristics of the stream. Another likely difficulty is that water usage generally is not metered in Canaan Valley, so ways to assess sewer charges will have to be developed. (Testimony of Mr. Moran).

CONCLUSIONS OF LAW

1. Pursuant to W. Va. Code § 16-13A-2(c), the County Commission timely conducted a public hearing on its proposal.

2. Pursuant to W. Va. Code § 16-13A-2(f), the County Commission timely advised the Commission of the County Commission's proposal to create the Canaan Valley Public Service District.

3. In W. Va. Code §§ 16-13A-2(f) and (g), the Legislature has expressed a clear preference for the merger or enlargement of existing utilities, instead of the creation of a new one. The Commission generally requires the merger or enlargement of existing public utilities, instead of the creation of new ones. Thus, applicants proposing a new utility must establish why a new utility should now be created.

4. Upon these specific facts, the Commission concludes that the County Commission has met that burden. Hamrick serves a primarily rural, residential population and provides water service to 650-700 customers. For about half of those customers, Hamrick collects sewage flows and transports them to Parsons for treatment. Hamrick does not provide sewer treatment services. In contrast, sewage treatment services are needed in Canaan Valley for a population of second homeowners or short-term visitors to the area. The number of people residing in the valley fluctuates greatly, and high-volume sewage flows sometimes must be held and fed to treatment facilities on a gradual basis. The Canaan Valley is a unique geological area, and sewer facilities must meet heightened environmental standards there. Also, most Canaan Valley water customers are not metered, making it difficult to compel payment for sewer services without being able to discontinue water service.

5. Generally, the Commission expects certificated utility providers to acquire the knowledge and personnel to handle the situations that arise within the utility's service territory.

6. In this instance, though, people in the Canaan Valley have indicated that they want to be involved in creating the sewer solution, and these people have intimate knowledge of the Canaan Valley's special characteristics. Hamrick is willing to step aside to permit those with more direct involvement to develop the sewer treatment plan for this unique area, although Hamrick remains willing to serve the area if necessary.

7. The County Commission should be commended for its efforts to involve all of the stakeholders in the process.

8. The public convenience and necessity require the creation of this new utility because existing sewer treatment facilities in the Canaan Valley area are inadequate and do not meet environmental standards. Thus, new sewer treatment facilities are required to protect the public health and safety.

9. Because Hamrick generally serves a residential population more than 20 miles away, there would, at a minimum, be significant travel costs for Hamrick to provide service to the valley, and perhaps a second utility office would be needed. Given Canaan Valley's unique geology, it is likely that sewer service will be more expensive to provide in Canaan Valley than it is for Hamrick's existing customers. Because residents in Canaan Valley prefer to be involved in the development of their sewer system, which would be radically

different than the limited sewer service that Hamrick provides and likely more expensive, it is reasonable to conclude that economics permit the establishment of a new sewer utility.

10. Substantial consideration of other facilities has been made, including the consolidation of many treatment facilities. Because Canaan Valley's unique geology likely will require specialized treatment services and because Hamrick does not provide any sewage treatment services, it is reasonable to conclude that other facilities in the area are not sufficient to provide the needed service and a new public utility should be established to do so.

11. For the same reasons, the Commission concludes that other alternatives are being sufficiently explored and a new public utility provides the best solution to improving sewer service in the Canaan Valley.

12. Given the extraordinary circumstances of Canaan Valley's unique geology and the difficulties in handling wasteflows from a population which varies widely in number from day to day, the Commission agrees that a new public service district is in the public interest.

13. The Commission appreciates the necessity to move quickly in this matter because of the deadline to apply for the EPA grant.

14. The new utility should be required to file regular progress reports with the Commission, until further order.

15. For the sake of clarity in defining future activities, the County Commission should adopt a further order setting forth the metes and bounds description of the new utility.

ORDER

IT IS THEREFORE ORDERED that the County Commission's petition is granted. The Commission grants its consent, pursuant to W. Va. Code § 16-13A-2, to the creation of the Canaan Valley Public Service District to provide water and sewer utility service rim-to-rim in the Canaan Valley of Tucker County, West Virginia. The Canaan Valley's watershed boundary shall define the new utility's geographic area.

IT IS FURTHER ORDERED that the Commission grants its consent, pursuant to W. Va. Code § 16-13A-2, to the reduction of Hamrick Public Service District's territorial boundary, which is necessary to establish the new Canaan Valley Public Service District. Hamrick's territorial boundary is reduced by the area granted today to Canaan Valley PSD.

IT IS THEREFORE ORDERED that, pursuant to W. Va. Code § 16-13A-3, Canaan Valley PSD board members shall, within six months of taking office, successfully complete

the new board member training program provided by the Commission, the West Virginia Bureau of Public Health and the West Virginia Department of Environmental Protection.

IT IS FURTHER ORDERED that Canaan Valley PSD shall file progress reports with the Commission on or before January 1, April 1, July 1 and October 1 of each year, until the Commission relieves the utility of that duty by further order. Those reports, at a minimum, shall update the Commission on the status of funding requests, engineering reports, and DEP compliance orders relating to existing treatment facilities in the Canaan Valley. These reports shall also provide a cost-benefit analysis for the various options being considered. They shall be filed as closed entries in Case Number 06-1795-PSWD-PC.

IT IS FURTHER ORDERED that this matter is removed from the Commission's docket of active cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery. The Executive Secretary shall also serve a copy of this order by United States First Class Mail upon Hamrick Public Service District.

A True Copy, Teste:

Sandra Squire

Sandra Squire
Executive Secretary

CLW/sek/ljm
061795ca.wpd

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W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

ORDER

On this the 18th day of May, 2007, the Tucker County Commission met in open session. The Public Service Commission in Case No. 06-1795-PSWD-PC on April 27, 2007 granted the Tucker County Commission's petition to create the Canaan Valley Public Service District for water and sewer utility service. A copy of the Public Service Commission's Order will be made a part of this Order and attached hereto as Attachment No. 1.

The Canaan Valley Public Service District shall extend from rim to rim in the Canaan Valley of Tucker County. For clarity in defining the physical description of the District, a metes and bounds description which is listed as Attachment No. 2 is hereby incorporated into this Order.

The Tucker County Commission Orders that the Hamrick Public Service District's territorial boundary is reduced by the area granted to the Canaan Valley Public Service District.

It is therefore Ordered that pursuant to West Virginia Code 16-13A-3 that the Canaan Valley Public Service District board members shall within six (6) months of taking office successfully complete the new board member training program provided by the Commission, West Virginia Bureau of Public Health and the West Virginia Department of Environmental

Protection.

It is further Ordered that the Canaan Valley Public Service District shall file progress reports with the Public Service Commission on or before January 1st, April 1st, July 1st and October 1st of each year until the Public Service Commission relieves the utility of that duty by further Order. Those reports, at a minimum shall update the Public Service Commission on the status of funding requests, engineering reports and Department of Environmental Protection compliance orders relating to existing treatment facilities in the Canaan Valley. These reports shall also provide a cost benefit analysis for the various options being considered. They shall be filed as closed entries in Case No: 06-1795-PSWD-PC.

The County Commission hereby appoints William B. Snyder, whose address is HC 70, Box 133, Davis, West Virginia 26260; Robert J. Metzger, whose address is HC 70, Box 539, Davis, West Virginia 26260; and Calvin Dearborn, whose address is HC 70, Box 55, Davis, West Virginia 26260 as members to the Canaan Valley Public Service District.

The County Commission further will set William Snyder's term at two (2) years, Robert Metzger's term at four (4) years and Calvin Dearborn's terms at six (6) years. They shall take the Oath of Office and sign a written Oath of Office in the County Clerk's office.

The Canaan Valley Public Service District shall provide to the Public Service Commission within thirty (30) days the following information: The new board members name, home address, home and office telephone numbers, date of appointment and length of term.

The Canaan Valley Public Service District shall organize and have their first meeting as soon as possible, but in no case longer than thirty (30) days. The Board, at its first meeting shall select one of its members as chair and they shall also appoint a secretary and a treasurer who need not be members of the Board.

The Secretary shall keep a record of all of the proceedings of the Board which shall be available for inspection as other public records. Duplicate records shall be filed with the County Commission and shall include minutes of all board meetings. The Treasurer, as lawful custodian of all funds of the Public Service Commission shall pay the same out on orders authorized or approved by the Board. The Secretary and Treasurer shall perform other duties appertaining to the affairs of the district and shall receive salaries as shall be prescribed by the board. The Treasurer shall furnish bond in an amount to be fixed by the board for the use and benefit of the district.

The members of the board, and the chair, secretary and treasurer

thereof, shall make available to the County Commission, at all times, all of its books and records pertaining to the district's operation, finances and affairs, for inspection and audit. The Board shall meet at least monthly.

James C Michael
PRESIDENT

"ATTACHMENT NO. 2"

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SECRETARY'S OFFICE

Origin Point – 191007.555N, 1970695.064E

[[Legal Description: ESRI Shape - Point]]
; thence North 76° 40' 34" East for 675.68 '; thence North 26° 14' East for 107.75 '; thence North 24° 12' 08" West for 470.67 '; thence North 33° 49' 07" East for 498.40 '; thence North 09° 59' 46" East for 324.49 '; thence North 41° 48' 56" West for 419.41 '; thence North 41° 17' 25" East for 380.96 '; thence North 00° 20' 55" West for 726.67 '; thence North 16° 57' 28" East for 1114.15 '; thence North 35° 31' 25" West for 462.59 '; thence North 18° 24' 06" East for 459.80 '; thence North 24° 04' 43" West for 940.43 '; thence North 24° 18' 53" East for 536.70 '; thence North 35° 18' 30" West for 277.50 '; thence North 27° 54' 50" East for 1300.41 '; thence North 38° 40' 37" West for 880.88 '; thence North 00° 35' 34" West for 1058.78 '; thence North 43° 50' 56" West for 656.90 '; thence North 44° 09' 56" East for 236.33 '; thence North 62° 10' 05" West for 208.28 '; thence North 06° 47' 24" West for 678.61 '; thence North 43° 45' 45" West for 328.94 '; thence North 21° 38' 30" East for 663.70 '; thence North 33° 11' 52" West for 1155.58 '; thence North 10° 06' 36" East for 715.55 '; thence North 42° 58' 56" East for 854.71 '; thence North 83° 18' 04" East for 691.46 '; thence North 33° 35' 48" East for 497.12 '; thence North 72° 01' 03" East for 977.05 '; thence South 75° 33' 51" East for 796.40 '; thence North 31° 24' 23" East for 910.11 '; thence North 86° 31' 32" East for 1703.64 '; thence North 21° 27' 50" West for 379.16 '; thence North 55° 26' 11" East for 465.51 '; thence North 08° 31' 12" West for 205.11 '; thence North 69° 14' 36" East for 384.51 '; thence North 15° 18' 15" East for 2221.42 '; thence North 66° 24' 52" East for 236.31 '; thence North 11° 47' 05" West for 350.55 '; thence North 47° 13' 22" East for 327.45 '; thence South 60° 28' 07" East for 771.87 '; thence North 80° 29' 17" East for 986.02 '; thence North 40° 02' 32" East for 528.31 '; thence North 35° 36' 54" West for 647.55 '; thence North 01° 17' East for 854.70 '; thence North 40° 43' 57" West for 511.38 '; thence North 20° 33' 07" East for 727.19 '; thence North 84° 41' 40" East for 754.72 '; thence North 24° 29' 34" East for 537.54 '; thence North 61° 43' 59" East for 422.83 '; thence South 70° 49' 30" East for 401.32 '; thence North 55° 29' 37" East for 373.06 '; thence South 61° 50' 31" East for 208.85 '; thence North 36° 54' 03" East for 439.74 '; thence North 88° 47' 34" East for 337.91 '; thence North 10° 05' 37" East for 455.87 '; thence North 84° 11' 38" East for 483.22 '; thence North 24° 16' 32" East for 268.32 '; thence North 35° 18' 52" West for 277.44 '; thence North 10° 07' 22" East for 454.51 '; thence North 81° 31' 03" East for 207.98 '; thence North 27° 12' 21" East for 681.33 '; thence North 66° 36' 14" East for 476.49 '; thence North 44° 58' 52" East for 1273.60 '; thence South 68° 58' 47" East for 336.45 '; thence North 28° 50' 22" East for 206.27 '; thence South 66° 41' 55" East for 273.57 '; thence North 44° 06' 59" East for 236.25 '; thence South 89° 30' 41" East for 1208.33 '; thence South 74° 01' 27" East for 599.25 '; thence North 85° 04' 23" East for 1027.96 '; thence North 17° 00' 47" East for 1114.70 '; thence North 47° 24' 22" East for 655.43 '; thence North 14° 35' 06" East for 848.65 '; thence North 32° 30' 31" West for 879.35 '; thence North 55° 22' 28" East for 744.20 '; thence South 80° 07' 09" East for 265.96 '; thence North 10° 02' 16" East for 259.66 '; thence North 81° 32' 36" East for 418.02 '; thence North 38° 47' 08" East for 966.74 '; thence North 20° 03' 58" West for 524.95 '; thence North 15° 30' 43" East for 718.25 '; thence North 13° 40' 43" West for 496.09 '; thence North 21° 42' 38" East for 665.72 '; thence North 07° 21' 57" West for 883.91 '; thence North 24° 40' 07" East for 269.20 '; thence South 54° 09' 46" East for 293.91 '; thence North 66° 43' 57" East for 475.80 '; thence North 10° 49' 29" West for 555.83 '; thence North 60° 30' 40" East for 514.51 '; thence North 17° 28' 50" East for 524.55 '; thence North 66° 34' 33" East for 476.33 '; thence North 39° 03' 23" East for 820.10 '; thence South 80° 10' 04" East for 331.77 '; thence North 41° 26' 52" East for 382.17 '; thence North 41° 53' 38" East for 890.53 '; thence North 26° 03' 39" East for 1277.40 '; thence North 16° 28' 13" East for 675.24 '; thence North 24° 27' 41" West for 800.30 '; thence North 29° 33' 24" East for 679.34 '; thence North 30° 41' 28" East for 728.52 '; thence North 51° 08' 27" East for 423.45 '; thence North 30° 18' 15" East for 663.53 '; thence South 79° 11' 16" East for 421.90 '; thence North 85° 20' 49" East for 926.11 '; thence North 70° 39' 49" East for 886.28 '; thence North 69° 54' 32" East for 503.43 '; thence North 52° 17' 11" East for 231.44 '; thence North 45° 16' 30" East for 223.83 '; thence North 89° 28' 25" West for 402.52 '; thence North 62° 05' 08" West for 624.86 '; thence North 32° 16' 32" East for 351.92 '; thence North 61° 51' 37" West for 208.72 '; thence North 01° 49' 37" East for 458.75 '; thence North 23° 14' 01" East for 869.84 '; thence North 00° 24' 27" West for 726.67 '; thence North 62° 34' 27" East for 752.80 '; thence North 16° 35' 19"

East for 588.80 '; thence North 78° 17' 05" East for 357.89 '; thence South 76° 52' 58" East for 1126.71 '; thence North 63° 20' 27" East for 329.06 '; thence North 24° 38' 07" East for 269.18 '; thence North 14° 20' 27" West for 640.83 '; thence North 66° 32' 48" East for 238.07 '; thence North 12° 10' 15" West for 350.98 '; thence North 55° 46' 58" East for 279.72 '; thence North 10° 07' 31" East for 391.04 '; thence North 66° 41' 54" East for 475.58 '; thence South 88° 53' 17" East for 872.09 '; thence North 09° 54' 27" East for 324.48 '; thence North 49° 15' 20" East for 422.14 '; thence North 01° 23' 08" West for 662.92 '; thence North 69° 21' 11" East for 383.58 '; thence North 29° 02' 17" East for 413.49 '; thence North 24° 13' 56" West for 470.52 '; thence North 44° 10' 23" East for 709.94 '; thence North 55° 17' 13" East for 278.69 '; thence South 67° 51' 37" East for 609.91 '; thence North 61° 39' 07" East for 422.47 '; thence South 52° 31' East for 1118.97 '; thence North 85° 50' 05" East for 273.27 '; thence North 46° 05' 09" East for 563.77 '; thence South 88° 12' 43" East for 467.52 '; thence North 39° 33' 14" East for 674.79 '; thence North 88° 29' 52" East for 337.57 '; thence North 35° 05' 30" East for 1727.10 '; thence North 05° 37' 37" East for 1693.77 '; thence North 30° 14' 50" West for 1020.38 '; thence North 07° 02' 34" West for 678.85 '; thence North 35° 28' 14" West for 369.80 '; thence North 45° 13' 36" East for 1037.31 '; thence North 82° 59' 29" East for 899.78 '; thence North 58° 34' 59" East for 1681.08 '; thence North 83° 43' 28" East for 1174.68 '; thence South 31° 03' 39" East for 601.13 '; thence North 86° 06' 32" East for 273.10 '; thence South 48° 42' 16" East for 619.85 '; thence South 27° 17' 59" East for 652.97 '; thence South 72° 54' 49" East for 1532.69 '; thence South 17° 23' 51" East for 145.52 '; thence South 87° 16' 33" East for 534.88 '; thence South 33° 46' 05" East for 1525.74 '; thence South 66° 31' 22" East for 545.19 '; thence South 38° 18' 29" East for 972.39 '; thence South 24° 06' 27" East for 941.41 '; thence South 41° 03' 59" East for 1953.77 '; thence North 78° 42' 27" East for 28.67 '; thence South 04° 55' 27" East for 51.59 '; thence South 04° 01' 27" East for 285.49 '; thence South 03° 27' 49" East for 185.11 '; thence South 33° 04' 37" West for 841.75 '; thence South 03° 59' 38" West for 966.73 '; thence South 20° 29' 11" West for 43.04 '; thence South 38° 12' 37" West for 816.43 '; thence South 78° 23' 25" West for 355.46 '; thence South 42° 32' 06" West for 619.56 '; thence South 06° 44' 18" West for 1106.91 '; thence South 59° 11' 45" West for 699.50 '; thence South 15° 09' 28" West for 279.40 '; thence South 15° 08' 12" West for 230.41 '; thence South 10° 10' 14" West for 1030.80 '; thence South 17° 00' 25" East for 826.25 '; thence South 02° 13' 27" East for 410.15 '; thence South 10° 10' 42" West for 811.96 '; thence South 13° 31' 34" East for 494.23 '; thence South 35° 35' 59" East for 141.64 '; thence South 35° 39' 23" East for 476.44 '; thence South 34° 48' 05" East for 30.42 '; thence South 10° 08' 21" West for 158.14 '; thence South 67° 51' 28" East for 476.99 '; thence South 67° 49' 32" East for 109.92 '; thence South 30° 11' 31" East for 194.29 '; thence South 30° 13' 44" East for 314.83 '; thence South 05° 28' 39" East for 439.59 '; thence South 32° 08' 35" East for 391.71 '; thence South 08° 24' 51" West for 335.78 '; thence South 15° 07' 21" West for 205.92 '; thence South 59° 52' 17" West for 574.89 '; thence South 22° 57' 20" West for 872.85 '; thence South 55° 49' 44" West for 932.70 '; thence South 78° 26' 03" West for 671.35 '; thence South 78° 14' 51" West for 240.88 '; thence South 24° 53' 59" West for 512.05 '; thence South 13° 32' 16" East for 624.25 '; thence South 13° 25' 06" East for 112.79 '; thence South 69° 02' 30" East for 626.26 '; thence South 21° 23' 08" East for 47.71 '; thence South 23° 20' 46" East for 707.66 '; thence South 49° 32' 55" East for 247.87 '; thence South 07° 39' 48" West for 192.11 '; thence South 07° 12' 14" West for 357.20 '; thence South 07° 01' 44" West for 313.66 '; thence South 21° 51' 02" West for 341.56 '; thence South 50° 11' 37" West for 517.68 '; thence South 50° 23' 13" West for 384.38 '; thence South 07° 57' 24" West for 46.31 '; thence South 10° 08' 33" West for 669.25 '; thence South 69° 22' 10" West for 27.74 '; thence South 69° 20' 30" West for 439.27 '; thence South 69° 29' 36" West for 406.51 '; thence South 69° 18' 59" West for 557.29 '; thence South 53° 38' 19" West for 281.90 '; thence South 44° 08' 21" West for 496.48 '; thence South 73° 58' 45" West for 121.57 '; thence South 73° 31' 09" West for 295.60 '; thence South 01° 13' 30" East for 330.74 '; thence South 73° 33' 42" West for 365.48 '; thence South 74° 05' 32" West for 76.50 '; thence South 25° 41' 58" West for 422.84 '; thence South 25° 31' 01" West for 320.49 '; thence South 65° 56' 48" West for 30.80 '; thence South 19° 08' 18" West for 381.13 '; thence South 13° 47' 58" East for 210.22 '; thence South 13° 57' 42" West for 80.21 '; thence South 13° 32' 47" West for 1027.99 '; thence South 09° 36' 11" East for 812.85 '; thence South 54° 36' 03" West for 76.94 '; thence South 02° 03' 35" West for 460.22 '; thence South 70° 32' 54" West for 532.42 '; thence South 20° 02' 27" West for 50.32 '; thence South 19° 47' 13" West for 700.32 '; thence

South 81° 58' 50" East for 39.37 '; thence South 01° 12' 59" East for 332.13 '; thence South 43° 50' 09" East for 328.85 '; thence South 04° 29' 48" West for 135.21 '; thence South 04° 48' 25" West for 152.00 '; thence South 04° 11' 36" West for 521.10 '; thence South 04° 24' 35" West for 496.16 '; thence South 55° 29' 18" West for 154.87 '; thence South 10° 08' 51" West for 389.69 '; thence South 55° 25' 28" West for 746.08 '; thence South 00° 32' 05" West for 394.61 '; thence South 59° 39' 12" West for 606.70 '; thence South 06° 51' 56" East for 587.65 '; thence North 59° 10' 08" West for 419.07 '; thence South 42° 34' 53" West for 619.84 '; thence South 21° 27' 27" East for 380.44 '; thence South 85° 58' 36" West for 547.04 '; thence South 24° 13' 02" West for 268.32 '; thence North 88° 13' 07" West for 468.05 '; thence South 37° 10' 32" West for 293.30 '; thence South 03° 22' 08" East for 1135.61 '; thence South 38° 48' 30" West for 965.80 '; thence South 02° 52' 17" West for 1049.01 '; thence South 51° 39' 25" West for 697.87 '; thence South 04° 55' 51" West for 718.29 '; thence South 53° 59' 53" East for 294.85 '; thence South 10° 09' 34" West for 194.84 '; thence South 73° 39' 33" West for 148.92 '; thence South 02° 45' 44" West for 523.06 '; thence South 85° 50' 16" West for 273.63 '; thence South 41° 26' 22" West for 382.30 '; thence South 10° 00' 17" West for 259.67 '; thence South 62° 14' 30" East for 208.24 '; thence South 05° 18' 46" West for 782.93 '; thence South 81° 33' 13" West for 210.20 '; thence South 04° 15' 53" East for 267.48 '; thence South 63° 21' 21" West for 329.38 '; thence South 01° 12' 36" East for 330.74 '; thence South 73° 25' 36" West for 146.85 '; thence South 10° 07' 10" West for 1235.26 '; thence South 31° 00' 05" West for 558.09 '; thence South 11° 51' 03" East for 350.55 '; thence South 55° 19' 24" West for 278.98 '; thence South 00° 04' 56" East for 1121.25 '; thence South 39° 03' 24" West for 1640.85 '; thence South 64° 21' 24" West for 898.31 '; thence South 30° 13' 40" West for 1734.84 '; thence South 01° 48' 47" West for 920.28 '; thence South 88° 44' 49" West for 338.12 '; thence South 03° 00' 12" West for 524.56 '; thence South 22° 27' 36" East for 614.57 '; thence South 10° 10' 29" West for 584.54 '; thence South 46° 55' 08" East for 237.66 '; thence South 33° 32' 16" West for 497.17 '; thence South 46° 48' 19" East for 235.13 '; thence South 04° 14' 48" East for 536.34 '; thence South 55° 27' 48" West for 1490.41 '; thence South 85° 29' 13" West for 1847.77 '; thence South 64° 18' 50" West for 896.55 '; thence South 10° 21' 50" West for 454.90 '; thence South 40° 47' 51" East for 511.54 '; thence South 25° 28' 51" West for 743.81 '; thence South 40° 47' 55" East for 511.55 '; thence South 15° 30' 40" West for 718.31 '; thence South 45° 29' 08" West for 801.59 '; thence South 21° 24' 57" West for 331.47 '; thence South 58° 24' 34" West for 887.51 '; thence North 70° 55' 42" West for 805.35 '; thence South 69° 12' 41" West for 384.73 '; thence South 06° 50' 58" East for 1357.23 '; thence South 58° 49' 19" East for 709.93 '; thence South 18° 17' 46" West for 461.13 '; thence South 65° 43' 37" West for 1043.48 '; thence South 44° 15' 06" West for 710.67 '; thence North 88° 52' 06" West for 869.53 '; thence South 01° 50' 07" West for 918.90 '; thence South 43° 33' 34" East for 327.55 '; thence South 19° 47' 29" West for 791.76 '; thence South 49° 42' 12" East for 384.09 '; thence South 08° 32' 24" East for 411.60 '; thence South 55° 32' 28" West for 651.68 '; thence North 83° 41' 51" West for 2964.00 '; thence South 36° 15' 12" West for 1469.64 '; thence North 65° 28' 57" West for 720.37 '; thence South 10° 12' 32" West for 315.27 '; thence South 73° 35' 49" West for 296.02 '; thence South 13° 47' 04" West for 356.75 '; thence South 21° 17' 10" East for 372.49 '; thence South 45° 45' 10" West for 404.24 '; thence South 13° 47' 04" West for 38.57 '; thence South 45° 31' 03" West for 792.05 '; thence South 25° 06' 28" West for 30.00 '; thence South 15° 56' 50" West for 67.47 '; thence South 61° 46' 38" East for 128.85 '; thence South 61° 43' 47" East for 96.50 '; thence South 61° 50' 44" East for 828.83 '; thence South 55° 07' 06" West for 1673.49 '; thence North 59° 17' 19" West for 2197.56 '; thence North 33° 32' 54" West for 1106.80 '; thence North 40° 09' 09" West for 291.74 '; thence South 75° 03' 07" West for 179.76 '; thence South 64° 05' 35" West for 276.08 '; thence South 76° 11' 28" West for 1353.10 '; thence North 45° 11' 13" West for 890.17 '; thence North 08° 44' 30" West for 1804.26 '; thence South 74° 30' 38" West for 1873.35 '; thence South 74° 31' 50" West for 365.82 '; thence South 88° 38' 48" West for 818.78 '; thence North 08° 19' 32" East for 550.37 '; thence North 67° 53' 42" West for 192.91 '; thence South 66° 39' 23" West for 1428.46 '; thence North 25° 09' 06" West for 1031.30 '; thence North 09° 57' 43" East for 650.36 '; thence North 21° 17' 37" West for 114.66 '; thence North 79° 50' 24" West for 1478.50 '; thence South 84° 15' 52" West for 2115.97 '; thence North 11° 11' 42" West for 745.15 '; thence North 61° 14' 37" West for 787.70 '; thence North 19° 40' 29" West for 532.46 '; thence North 69° 50' 50" West for 447.34 '; thence North 30° 09' 28" West for 468.73 '; thence North 56° 22' 56" West for 91.00 '; thence North 29° 14' 29" West for

36.12 '; thence North 57° 21' 09" West for 415.38 '; thence North 35° 40' 59" West for 278.79 '; thence North 02° 23' 36" East for 672.59 '; thence North 26° 25' 59" West for 1575.62 '; thence North 58° 51' 37" West for 31.70 '; thence North 19° 46' 17" East for 23.55 '; thence North 26° 25' 58" West for 1207.81 ', to the True Point of Beginning, the Area being 35076.06 Acres.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the 18th day of May, 2007.

CASE NO. 06-1795-PSWD-PC (REOPENED)

TUCKER COUNTY COMMISSION, Parsons, Tucker County.
Petition for consent and approval of the creation of Canaan Valley Public Service District to provide both water and sewer utility services

COMMISSION ORDER

The Public Service Commission (Commission) corrects the summary of public comment which appeared in a prior order.

FINDINGS OF FACT

1. On April 27, 2007, the Commission granted a request by the Tucker County Commission to create a new public service district to serve the Canaan Valley area. In that order, the Commission summarized public comment as follows:

> Tom Carr, Karen Bonner, Janet Preston, Henry Moomau and Kiena Smith presented public comment in favor of creating the new utility. No one spoke against the proposal.

Comm'n order p. 2, Tucker Co. Comm'n, Case No. 06-1795-PSWD-PC.

2. Upon further review, the summary of public comment should be revised to state that Kiena Smith, director of the Canaan Valley Institute (CVI), asked the Commission to rule expeditiously on who should provide sewer service in the Canaan Valley area. She said that CVI did not take a position on whether a new utility or Hamrick Public Service District should serve the Canaan Valley area.

CONCLUSION OF LAW

This case should be reopened to revise the April 27, 2007, order to correctly reflect Ms. Smith's public comment.

ORDER

IT IS THEREFORE ORDERED that this case is reopened.

IT IS FURTHER ORDERED that page two of the April 27, 2007, order in this matter is revised as follows:

> Tom Carr, Karen Bonner, Janet Preston, and Henry Moomau ~~and Kiena Smith~~ presented public comment in favor of creating the new utility. Kiena Smith of the Canaan Valley Institute asked the Commission to rule expeditiously on who should serve the Canaan Valley area. CVI did not have a position on whether Hamrick PSD or a new utility should provide that service. No one spoke against the proposal.

IT IS FURTHER ORDERED that in all other respects, the Commission's April 27, 2007, remains in full force and effect.

IT IS FURTHER ORDERED that this matter is removed from the Commission's docket of active cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery. The Executive Secretary shall also serve a copy of this order by United States First Class Mail upon Hamrick Public Service District.

A True Copy, Teste:

Sandra Squire

Sandra Squire
Executive Secretary

CLW/sek/ljm
061795cb.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the 27th day of April, 2007.

CASE NO. 06-1795-PSWD-PC

TUCKER COUNTY COMMISSION, Parsons, Tucker County.
Petition for consent and approval of the creation of Canaan Valley Public Service District to provide both water and sewer utility services

COMMISSION ORDER

The Public Service Commission (Commission) grants a request to establish a new public service district at Canaan Valley in Tucker County.

BACKGROUND

Tucker County proceedings

On September 27, 2006, the Tucker County Commission (County Commission) proposed to create a new public service district to provide water and sewer service. Notice of a public hearing, including a map, was published two times. The proposed area for the district was identified as "rim-to-rim" in Canaan Valley.

On October 27, 2006, the hearing was conducted as scheduled. On November 8, 2006, the County Commission unanimously voted to create the new water and sewer utility.

Commission proceedings

On November 15, 2006, the County Commission requested the Commission's approval of the creation of the new utility, pursuant to W. Va. Code § 16-13A-2, within the territory in which Hamrick Public Service District (Hamrick) is authorized to provide water and sewer utility service. Hamrick had studied the area with the Canaan Valley Institute (CVI), and Hamrick voted against serving the Canaan Valley area. The County Commission does not know what it will cost to run the new utility, but plans that the utility would have

its own treatment plants and employees. The County Commission also expects the new utility to perform its own billing and collection services.

On February 13, 2007, Commission Staff recommended disapproval, writing, "Staff has concluded that the creation of a new district is not supported at this time." Technical Staff noted that the studies were not provided to the Commission and the cost to run the district was unknown. While the County Commission said that 17 plants would be reduced to four or five, there were no cost comparisons for these or any other consolidated operations. No cost-benefit analysis was provided regarding employee costs. Hamrick's minutes were not provided, and the minutes from the public hearing do not reflect whether anyone from the public attended or had the chance to speak. See Final Joint Staff Memorandum.

Notice of the Commission hearing was published in *The Parsons Advocate* on March 14, 2007. See Affidavit of Publication filed March 23, 2007.

The Commission conducted a hearing in Parsons on April 2, 2007. Karen Buckley of the Commission's Water and Wastewater Division testified. Commission Staff's position was unchanged from that set forth in the Final Joint Staff Memorandum.

Tom Carr, Karen Bonner, Janet Preston, Henry Moomau and Kiena Smith presented public comment in favor of creating the new utility. No one spoke against the proposal.

The County Commission presented the testimony of Chris Michael, Henry Moomau, Dave Clark, and Kenneth Moran.

Mr. Michael is president of the Tucker County Commission. Tr. pp. 41-69. Mr. Michael worked in the county assessor's office for about ten years before becoming a county commissioner. The vast majority of Canaan Valley properties are second homes, and many are rental units serving visitors to the ski and wilderness areas.

The distance from Canaan Valley to Hamrick's rural service area is about 20 miles. If Hamrick is required to serve the Canaan Valley area, a second office for Hamrick likely would have to be provided.

Hamrick provides water service to 650-700 residents in a very rural area. Hamrick collects and transports sewage for less than half of its customers, but it does not provide any sewage treatment services. Hamrick is concerned that providing sewer service in the Canaan Valley area would increase rates to Hamrick's existing sewer customers, who already pay relatively high rates. Although the Commission sometimes permits surcharges or separate rates, the Commission usually does so on a temporary basis and ultimately works to combine a utility's separate rate structures.

There are about 17 sewage treatment plants in the Canaan Valley, all about 20 years old. They are in different stages of compliance with current environmental regulations.

Several treatment plant operators will be needed to provide sewer service in the Canaan Valley, and Hamrick does not have any sewer plant operators.

Most of the Canaan Valley resorts have their own wells to provide water service. Most water service is unmetered.

The Canaan Valley is unique ecologically; it is the highest wetlands east of the Mississippi River, with an elevation of about 3,200 feet. The only water in the valley comes from rain or snow. No rivers or streams deposit water there. Within the valley are two ski areas, a national wildlife refuge, Dolly Sods and the Canaan Valley State Park, as well as numerous other private developments and businesses.

The County Commission has also discussed the situation with the Canaan Valley Institute. The Canaan Valley Institute proposed, among other approaches, a geographical, topographical approach with about five sewage treatment plants.

The County Commission wants to form a new utility so that people in the Canaan Valley area can address their unique situation. Hamrick supports allowing the people in that Canaan Valley to make their own decision. Members of homeowners associations in Canaan Valley have also advised the County Commission that the associations prefer to be involved in the decisions.

A grant of about $3 million is available from the federal Environmental Protection Agency to a public entity to study how to provide sewer service in the Canaan Valley area.

Henry Moomau also testified to respond to questions from the Commission regarding how the Deep Creek, Maryland, resort area faced this same problem. Tr. pp. 70-74. A new utility, with boundaries the same as the local watershed boundaries, was created to provide sewer service via a central treatment plant.

One of the unique problems for Canaan Valley sewer service, as compared to Hamrick's customers, is the tremendous influx of people for weekends, long weekends, and certain weeks through the summer, Mr. Moomau said. Without a constant flow, sewer plants are more difficult to operate.

Presently, some Canaan sewer systems have holding tanks, so that the weekend flows are gradually delivered to the treatment plant. In other cases, the sewer systems simply overflow during periods of high occupancy.

Dave Clark, who works for CVI, explained that CVI is a non-profit organization that works with local groups in West Virginia, most of Pennsylvania, and the western portions of Virginia and Maryland, to address water quality problems including wastewater, decentralized wastewater and natural stream restoration. Tr. pp. 75-92. CVI has one wastewater engineer on staff.

Many of the Canaan Valley's 17 wastewater plants are out of compliance, and as a result, the Blackwater River is listed as impaired. CVI began assessing sewer service in Canaan Valley around 2004 and prepared a grid of options dated July 17th, 2006. See Tucker Co. Exhibit No. 2. CVI met with Hamrick frequently during the process. CVI compared four options – 1) the centralized plan prepared by Thrasher about ten years ago, 2) replacing the existing 17 treatment plants, 3) upgrading and retrofitting the existing plants wherever possible, and 4) a consolidated plant option, which reduces the number of treatment plants to about four, scattered around the valley. The last option has the most support, but it is the least complete. No engineering work has been done, and the costs estimates are very preliminary. The consolidated plants could be located at the site of some of the existing plants. For instance, it is likely that one of the four would be located at Timberline.

CVI does not prefer one of the options over the others. CVI's role, instead, is to help people make an informed decision.

A description of the proposed district has been prepared, and it basically follows the watershed boundary. Hamrick is reluctant to take over the sewer treatment for Canaan Valley for several reasons, including the complexity of providing sewer service there and the geographic separation from the rest of Hamrick's customers.

Kenneth P. Moran, a licensed professional engineer with Thrasher Engineering, Inc., testified that Hamrick takes care of three pump stations, and Parsons treats the sewage flows from Hamrick's customers. In the late 1990s Thrasher evaluated the Canaan Valley sanitary sewer issues and proposed a centralized sewage treatment system.

About six months ago, Thrasher and CVI discussed a decentralized plan that would consolidate the existing treatment facilities into about four plants. The EPA grant will expire in September, so it is imperative that this case proceeds very quickly.

To move forward, Thrasher will need to update the engineering facilities plan and submit it to the West Virginia Infrastructure & Jobs Development Council, and the EPA grant application must be submitted. When Thrasher updates the facilities plan, it will consider impact fees that the Commission recently approved for use in high-growth areas.

The valley's dynamics have changed dramatically from 1997 to 2007. Just after Thrasher prepared its first report, the U.S. Park Service, through the Fish and Wildlife Service, bought up large portions of the land. Timberline now is being pressured to correct its sewer system, as is the state park. An updated engineering assessment is needed of who is using waste loads and who is not. Based upon new information, Thrasher would not be surprised if a decentralized plan might now be a better option.

Thrasher agrees that Canaan Valley's problems are quite different from problems that Hamrick Public Service would have.

Treatment limits at Canaan will be difficult to meet because Canaan sits in a bowl-shaped area with a highly sensitive steam with zero grade, low flow, slow moving, and with low oxygen factors. Part of the update will be to learn how much EPA will allow to be discharged into the local waters.

Once the discharge limits – the quality of the water that can be released from the Canaan Valley sewer systems – are established, treatment methods can be evaluated, such as membrane filters. Considerations also would include handling sludge, electrical and maintenance costs, the huge variations in usage, and the personnel to run that type of system. Someone likely will have to be available on call 24 hours a day because of the sensitive characteristics of the stream. Another likely difficulty is that water usage generally is not metered in Canaan Valley, so ways to assess sewer charges will have to be developed.

Under a combined rate structure, Hamrick's existing sewer customers could be required to share the costs of the new sewer system to serve the Canaan Valley's unique characteristics.

Thrasher believes the Canaan Valley's unique characteristics present the perfect case for a separate utility within the rim of this valley because it is tourism-based, not residential-based. This creates a whole different economic scale in how that system operates.

On April 5, 2007, the County Commission filed a copy of the Canaan Valley Sewage Resolution passed by Hamrick's board on August 14, 2006, in which Hamrick states that it is responsible for sewage collection and treatment in all areas of Tucker County outside of municipal boundaries; the Canaan Valley's rare geology requires only tried and proven treatment options; Hamrick has applied for funding of Thrasher's centralized approach, but, to date, no acceptable funding has been secured; the West Virginia DEP has issued compliance orders to nine of the Canaan Valley treatment facilities, compelling them to improve their facilities; $2.8 million in grant funding has become available to any public entity for a decentralized sewage treatment approach; Hamrick has a responsibility to its existing customers to provide the best possible service at the lowest possible rates; a Canaan Valley sewer project would require considerable grant funding or a separate rate structure to prevent a rate increase for Hamrick sewer customers outside of the Canaan Valley area; Commission precedent allows separate rates only as a temporary measure; that nearly all water usage in Canaan Valley is unmetered, making it difficult to compel customers to pay for sewer service without being able to discontinue water service; others have expressed interest in forming a new public utility to obtain the grant and provide sewer service in Canaan Valley; Hamrick unanimously agreed to relinquish its sewer service responsibilities in Canaan Valley so that the County Commission could create a new utility to serve there; and Hamrick remained willing to pursue the centralized approach or an updated facilities plan in the future if necessary.

The Commission has received about 15 letters in favor of creating a new district, and there have been no letters opposing the County Commission's petition.

On April 26, 2007, CVI filed a metes and bounds description for the new utility boundaries.

DISCUSSION

Pursuant to W. Va. Code § 16-13A-2(a), a county commission may propose the creation of a public service district upon its own motion, as the County Commission has done. The creation can only occur with the Commission's written consent.

Pursuant to W. Va. Code § 16-13A-2(c), the County Commission must set a hearing within 20-40 days of entering the order which proposes to create a PSD. The County Commission's order was entered on September 27, 2006, and the hearing was conducted on October 27, 2006, some 30 days later. Thus, the County Commission has complied with this statutory requirement.

Pursuant to W. Va. Code § 16-13A-2(f), the County Commission must provide the Commission with a copy of its order creating the new district within ten days of entering the order. On November 8, 2006, the County Commission unanimously voted to create the water and sewer utility, and on November 15, 2006, some seven days later, the County Commission filed the order with the Commission. Thus, the County Commission has complied with this statutory requirement.

W. Va. Code § 16-13A-2 addresses the Commission's responsibility, in pertinent part, as follows:

> (f) The Public Service Commission may provide a hearing in the affected county on the matter and may approve, reject or modify the order of the county commission if it finds it is in the best interests of the public to do so.
>
> (g) The [Public Service] Commission shall at all times attempt to bring about the enlargement or merger of existing public service districts in order to provide increased services and to eliminate the need for creation of new public service district in those areas which are not currently serviced by a public service district[.]

Pursuant to Rule 7.4 of the Commission's Rules Governing Sewer Utilities, 150 C.S.R. Series 5, the Commission's considerations include the following:

> After public comment and hearing the Commission shall, by order, approve, disapprove or modify a county commission order creating, expanding, merging, consolidating, reducing or dissolving a public service district. In deliberating on approval, modification or disapproval the Commission may consider, among other things:

1. the public convenience and necessity;

2. the economic feasibility, including sources of funding, costs and related benefits of the county commission's order;

3. the adequacy of the facilities;

4. other facilities in the area; and

5. other possible alternatives.

The Legislature has expressed a clear preference for the merger or enlargement of existing utilities, instead of the creation of a new one. The Commission generally requires the merger or enlargement of existing public utilities, instead of the creation of new ones. Thus, applicants proposing a new utility must establish why a new utility should now be created.

Upon these specific facts, the Commission concludes that the County Commission has met that burden. Hamrick serves a primarily rural, residential population and provides water service to 650-700 customers. For about half of those customers, Hamrick collects sewage flows and transports them to Parsons for treatment. Hamrick does not provide sewer treatment services.

In contrast, sewage treatment services are needed in Canaan Valley for second home owners or short-term visitors to the area. The number of people residing in Canaan Valley fluctuates greatly, and high-volume sewage flows sometimes must be held and fed to treatment facilities on a gradual basis. The Canaan Valley is a unique geological area, and sewer facilities must meet heightened environmental standards because the flows are discharged into a zero grade, slow moving, low-volume local waters with low oxygen factors. Also, most Canaan Valley water customers are not metered, making it difficult to compel payment for sewer services without being able to discontinue water service.

Generally, the Commission expects certificated utility providers to acquire the knowledge and personnel to handle the situations that arise within the utility's service territory. In this instance, however, people in the Canaan Valley have indicated that they want to be involved in creating the sewer solution, and these people have intimate knowledge of the Canaan Valley's special characteristics. Hamrick, on the other hand, prefers to continue only its current operations and does not want more direct involvement to develop the sewer treatment plan for this unique area, although Hamrick remains willing to serve the area if necessary.

The County Commission and CVI have met regularly with Hamrick, as well as with people in the Canaan Valley. The County Commission is to be commended for its efforts to involve all of the stakeholders in the process.

Addressing now the elements set forth in *Sewer Rule* 7.4, the Commission concludes that the public convenience and necessity require the creation of this new utility because existing sewer treatment facilities in the Canaan Valley area are inadequate and do not meet environmental standards. Thus, new sewer treatment facilities are required to protect the public health and safety.

Hamrick generally serves a residential population more than 20 miles away. Thus, at a minimum, there would be significant travel costs for Hamrick to provide service to the valley, and perhaps a second utility office would be needed. Given Canaan Valley's unique geology, it is likely that sewer service will be more expensive to provide in Canaan Valley than it is for Hamrick's existing customers. Because residents in Canaan Valley prefer to be involved in the development of their sewer system, which would be more costly and radically different than the limited sewer service that Hamrick provides, it is reasonable to conclude that economics permit the establishment of a new sewer utility.

Consideration of other facilities is key to the County Commission's proposal. Canaan Valley residents are seriously considering the consolidation of some of the existing sewer treatment plants. Given the Canaan Valley's unique geology, which likely will require specialized and costly treatment services, and given that Hamrick does not provide any sewage treatment services and has very limited financial revenues, it is reasonable to conclude that other facilities in the area are not sufficient to provide the needed service and that a new public utility should be established to do so.

For the same reasons, the Commission concludes that other alternatives are being sufficiently explored and a new public utility provides the best solution to improving sewer service in the Canaan Valley.

In summary, because of the extraordinary circumstances of Canaan Valley's unique geology and the difficulties in handling wasteflows from a population which varies widely in number from day to day, the Commission agrees that a new public service district is in the public interest. The Commission appreciates the necessity to move quickly in this matter because of the deadline to apply for the EPA grant.

The new utility, the Canaan Valley Public Service District, shall file progress reports with the Commission on or before January 1, April 1, July 1 and October 1 of each year, until the Commission relieves the utility of that duty by further order. Those reports, at a minimum, shall update the Commission on the status of funding requests, engineering reports, and DEP compliance orders relating to existing treatment facilities in the Canaan Valley. These reports shall also provide a cost-benefit analysis for the various options being considered.

FINDINGS OF FACT

1. On August 14, 2006, Hamrick's board recognized the unique service that Canaan Valley requires and the willingness of people in Canaan Valley to work to provide such service, among other things. Hamrick's board members unanimously agreed to relinquish Hamrick's utility responsibilities in Canaan Valley so that the County Commission could create a new utility to serve the Canaan Valley. See Canaan Valley Sewage Resolution filed April 5, 2007.

2. On September 27, 2006, the County Commission set a public hearing on a proposal to create a new public service district to provide water and sewer service.

3. Notice of the hearing, including a map, was published two times.

4. On October 27, 2006, the hearing was conducted by the County Commission as scheduled. Sixteen or 17 people showed up, and 11 or 12 were in favor of creating a new public service district. (Testimony of Mr. Michael).

5. On November 8, 2006, the County Commission unanimously voted to create the new water and sewer utility.

6. On November 15, 2006, the County Commission requested the Commission's approval of the creation of a new utility, pursuant to W. Va. Code § 16-13A-2.

7. Commission Staff recommended that the County Commission's petition be denied, because, among other reasons, the County Commission had not conducted a cost-benefit analysis of creating and operating the proposed utility.

8. Notice of the Commission hearing was published in *The Parsons Advocate* on March 14, 2007. See Affidavit of Publication filed March 23, 2007.

9. Five people provided public comment in favor of creating the new utility at the Commission hearing. About 15 letters were filed with the Commission in favor of the new utility.

10. The vast majority of Canaan Valley properties are second homes, and many are rental units serving visitors to the ski and wilderness areas. (Testimony of Mr. Michael).

11. The distance from Canaan Valley to Hamrick's rural service area is about 20 miles. If Hamrick is required to serve the Canaan Valley area, a second office for Hamrick likely would have to be provided. (Testimony of Mr. Michael).

12. The Canaan Valley area is within Hamrick's territorial boundaries, but Hamrick does not yet provide any utility service there. (Testimony of Mr. Michael).

13. Hamrick provides water service to 650-700 residents in a very rural area. Hamrick collects and transports sewage for less than half of its customers, but it does not provide any sewage treatment services. (Testimony of Mr. Michael). Hamrick takes care of three pump stations, and Parsons treats the sewage flows. (Testimony of Mr. Moran).

14. Hamrick is concerned that providing sewer service in the Canaan Valley area would increase rates to Hamrick's existing sewer customers, who already pay relatively high rates. (Testimony of Mr. Michael & Mr. Moran).

15. Although the Commission sometimes permits surcharges or separate rates, the Commission usually does so on a temporary basis and ultimately works to combine a utility's separate rate structures. (Testimony of Mr. Michael & Mr. Moran).

16. There are about 17 sewage treatment plants in the Canaan Valley, all about 20 years old. They are in different stages of compliance with current environmental regulations. (Testimony of Mr. Michael).

17. Most of the Canaan Valley resorts have their own wells to provide water service. Most water service is unmetered. (Testimony of Mr. Michael).

18. Several treatment plant operators will be needed to provide sewer service in the Canaan Valley, and Hamrick does not have any sewer plant operators. (Testimony of Mr. Michael).

19. The Canaan Valley is unique ecologically; it is the highest wetlands east of the Mississippi River, with an elevation of about 3,200 feet. The only water in the valley comes from rain or snow. No rivers or streams deposit water there. Within the valley are two ski areas, a national wildlife refuge, Dolly Sods and the Canaan Valley State Park, as well as numerous other private developments and businesses. (Testimony of Mr. Michael).

20. Several years ago, Hamrick hired Thrasher Engineering to consider serving Canaan Valley. Thrasher proposed a central system that would reduce all the existing plants into one. (Testimony of Mr. Michael & Mr. Moran).

21. The County Commission has also discussed the situation with the Canaan Valley Institute. The Canaan Valley Institute proposed, among other approaches, a geographical, topographical approach with about five plants. (Testimony of Mr. Michael).

22. The County Commission wants to form a new utility so that people in the Canaan Valley area can address their unique situation. Hamrick supports allowing the people in that Canaan Valley to make their own decision. Members of homeowners' associations in Canaan Valley have advised the County Commission that the associations prefer to be involved in the decisions. (Testimony of Mr. Michael).

23. A grant of about $3 million is available from the federal Environmental Protection Agency to a public entity to study how to provide sewer service in the Canaan Valley area. (Testimony of Mr. Michael).

24. The Deep Creek, Maryland, resort area faced a similar sewer problem, and a new utility, with boundaries the same as the local watershed boundaries, was created to provide sewer service at a central treatment plant. (Testimony of Mr. Moomau).

25. One of the unique problems for Canaan Valley sewer service, as compared to Hamrick's existing customers, is the tremendous influx of people for weekends, long weekends, and certain weeks through the summer. Without a constant flow, sewer plants are more difficult to operate. (Testimony of Mr. Moomau).

26. Presently, some Canaan sewer systems have holding tanks, so that the high volume flows are gradually delivered to the treatment plant. In other cases, the sewer systems simply overflow during periods of high occupancy. (Testimony of Mr. Moomau).

27. Many of the 17 wastewater plants in Canaan Valley are out of environmental compliance, and as a result, the Blackwater River is listed as impaired. (Testimony of Mr. Clark).

28. CVI began assessing sewer service in Canaan Valley around 2004 and prepared a grid comparing four options – 1) the centralized plan prepared by Thrasher about ten years ago, 2) replacing the existing 17 treatment plants, 3) upgrading and retrofitting the existing plants wherever possible, and 4) a consolidated plant option, which reduces the number of treatment plants to about four, scattered around the valley. See Tucker Co. Exhibit No. 2 (dated July 17, 2006). CVI met with Hamrick frequently during the process. (Testimony of Mr. Clark).

29. CVI does not prefer one of the options over the others. CVI's role, instead, is to help people make an informed decision. (Testimony of Mr. Clark).

30. A description of the proposed district has been prepared, and it basically follows the watershed boundary. A map of the proposed boundary was submitted as Tucker County Exhibit Number 3. (Testimony of Mr. Clark). See also CVI's filing (April 26, 2007).

31. Hamrick is reluctant to take over the sewer treatment for Canaan Valley for several reasons, including the complexity of providing sewer service there and the geographic separation from the rest of Hamrick's customers. (Testimony of Mr. Clark & Mr. Moran).

32. In the late 1990s, Thrasher Engineering evaluated the Canaan Valley sanitary sewer issues and proposed a centralized sewage treatment system. At that time, the cost was estimated at about $17 million. (Testimony of Mr. Moran).

33. About six months ago, Thrasher and CVI discussed a decentralized plan, which would consolidate the existing treatment facilities into about four plants. (Testimony of Mr. Moran).

34. The EPA grant will expire in September, so it is imperative that this case proceeds very quickly. (Testimony of Mr. Moran).

35. To move forward, Thrasher will need to update the engineering facilities plan and submit it to the West Virginia Infrastructure & Jobs Development Council, and the EPA grant application must be submitted. (Testimony of Mr. Moran).

36. The valley's dynamics have changed dramatically from 1997 to 2007. Just after Thrasher prepared its first report, the U.S. Park Service, through the Fish and Wildlife Service, bought up large portions of the land. Timberline now is being pressured to correct its sewer system, as is the state park. An updated engineering assessment is needed of who is using waste loads and who is not. Based upon new information, Thrasher would not be surprised if a decentralized plan might now be a better option. (Testimony of Mr. Moran).

37. Treatment limits at Canaan will be difficult to meet because Canaan sits in a bowl-shaped area with a highly sensitive steam with zero grade, low flow, slow moving, and with low oxygen factors. Part of the update will be to learn how much EPA will allow to be discharged into that stream. (Testimony of Mr. Moran).

38. Once the discharge limits – the quality of the water that can be released from the Canaan Valley sewer systems – are established, treatment methods can be evaluated, such as membrane filters. Considerations also would include handling sludge, electrical and maintenance costs, the huge variations in usage, and the personnel to run that type of system. Someone likely will have to be available on call 24 hours a day because of the sensitive characteristics of the stream. Another likely difficulty is that water usage generally is not metered in Canaan Valley, so ways to assess sewer charges will have to be developed. (Testimony of Mr. Moran).

CONCLUSIONS OF LAW

1. Pursuant to W. Va. Code § 16-13A-2(c), the County Commission timely conducted a public hearing on its proposal.

2. Pursuant to W. Va. Code § 16-13A-2(f), the County Commission timely advised the Commission of the County Commission's proposal to create the Canaan Valley Public Service District.

3. In W. Va. Code §§ 16-13A-2(f) and (g), the Legislature has expressed a clear preference for the merger or enlargement of existing utilities, instead of the creation of a new one. The Commission generally requires the merger or enlargement of existing public utilities, instead of the creation of new ones. Thus, applicants proposing a new utility must establish why a new utility should now be created.

4. Upon these specific facts, the Commission concludes that the County Commission has met that burden. Hamrick serves a primarily rural, residential population and provides water service to 650-700 customers. For about half of those customers, Hamrick collects sewage flows and transports them to Parsons for treatment. Hamrick does not provide sewer treatment services. In contrast, sewage treatment services are needed in Canaan Valley for a population of second homeowners or short-term visitors to the area. The number of people residing in the valley fluctuates greatly, and high-volume sewage flows sometimes must be held and fed to treatment facilities on a gradual basis. The Canaan Valley is a unique geological area, and sewer facilities must meet heightened environmental standards there. Also, most Canaan Valley water customers are not metered, making it difficult to compel payment for sewer services without being able to discontinue water service.

5. Generally, the Commission expects certificated utility providers to acquire the knowledge and personnel to handle the situations that arise within the utility's service territory.

6. In this instance, though, people in the Canaan Valley have indicated that they want to be involved in creating the sewer solution, and these people have intimate knowledge of the Canaan Valley's special characteristics. Hamrick is willing to step aside to permit those with more direct involvement to develop the sewer treatment plan for this unique area, although Hamrick remains willing to serve the area if necessary.

7. The County Commission should be commended for its efforts to involve all of the stakeholders in the process.

8. The public convenience and necessity require the creation of this new utility because existing sewer treatment facilities in the Canaan Valley area are inadequate and do not meet environmental standards. Thus, new sewer treatment facilities are required to protect the public health and safety.

9. Because Hamrick generally serves a residential population more than 20 miles away, there would, at a minimum, be significant travel costs for Hamrick to provide service to the valley, and perhaps a second utility office would be needed. Given Canaan Valley's unique geology, it is likely that sewer service will be more expensive to provide in Canaan Valley than it is for Hamrick's existing customers. Because residents in Canaan Valley prefer to be involved in the development of their sewer system, which would be radically

different than the limited sewer service that Hamrick provides and likely more expensive, it is reasonable to conclude that economics permit the establishment of a new sewer utility.

10. Substantial consideration of other facilities has been made, including the consolidation of many treatment facilities. Because Canaan Valley's unique geology likely will require specialized treatment services and because Hamrick does not provide any sewage treatment services, it is reasonable to conclude that other facilities in the area are not sufficient to provide the needed service and a new public utility should be established to do so.

11. For the same reasons, the Commission concludes that other alternatives are being sufficiently explored and a new public utility provides the best solution to improving sewer service in the Canaan Valley.

12. Given the extraordinary circumstances of Canaan Valley's unique geology and the difficulties in handling wasteflows from a population which varies widely in number from day to day, the Commission agrees that a new public service district is in the public interest.

13. The Commission appreciates the necessity to move quickly in this matter because of the deadline to apply for the EPA grant.

14. The new utility should be required to file regular progress reports with the Commission, until further order.

15. For the sake of clarity in defining future activities, the County Commission should adopt a further order setting forth the metes and bounds description of the new utility.

ORDER

IT IS THEREFORE ORDERED that the County Commission's petition is granted. The Commission grants its consent, pursuant to W. Va. Code § 16-13A-2, to the creation of the Canaan Valley Public Service District to provide water and sewer utility service rim-to-rim in the Canaan Valley of Tucker County, West Virginia. The Canaan Valley's watershed boundary shall define the new utility's geographic area.

IT IS FURTHER ORDERED that the Commission grants its consent, pursuant to W. Va. Code § 16-13A-2, to the reduction of Hamrick Public Service District's territorial boundary, which is necessary to establish the new Canaan Valley Public Service District. Hamrick's territorial boundary is reduced by the area granted today to Canaan Valley PSD.

IT IS THEREFORE ORDERED that, pursuant to W. Va. Code § 16-13A-3, Canaan Valley PSD board members shall, within six months of taking office, successfully complete

the new board member training program provided by the Commission, the West Virginia Bureau of Public Health and the West Virginia Department of Environmental Protection.

IT IS FURTHER ORDERED that Canaan Valley PSD shall file progress reports with the Commission on or before January 1, April 1, July 1 and October 1 of each year, until the Commission relieves the utility of that duty by further order. Those reports, at a minimum, shall update the Commission on the status of funding requests, engineering reports, and DEP compliance orders relating to existing treatment facilities in the Canaan Valley. These reports shall also provide a cost-benefit analysis for the various options being considered. They shall be filed as closed entries in Case Number 06-1795-PSWD-PC.

IT IS FURTHER ORDERED that this matter is removed from the Commission's docket of active cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery. The Executive Secretary shall also serve a copy of this order by United States First Class Mail upon Hamrick Public Service District.

A True Copy, Teste:

Sandra Squire

Sandra Squire
Executive Secretary

CLW/sek/ljm
061795ca.wpd

NOTICE OF HEARING

The Tucker County Commission has voted to create a new utility, the Canaan Valley Public Service District, to provide water and sewer service from rim to rim in Canaan Valley. On November 15, 2006, Tucker County requested the Public Service Commission's consent to the creation of the Canaan Valley PSD, as required by W.Va. Code § 16-13A-2.

The PSC will conduct a hearing on the Tucker County Commission's request to create the Canaan Valley PSD at 1 p.m. Monday, April 2, 2007, at the Parsons City Building, Magistrate Courtroom, 201 Walnut Street, Parsons, West Virginia.

You may file written comments with the PSC's Executive Secretary, 201 Brooks Street, P.O. Box 812, Charleston, West Virginia 25323. To make sure the comments are properly filed, they must contain this case number -06-1795-PSWD-PC. Or, you may give public comments during the April 2, 2007, hearing. You may review the case file at the Commission's Charleston office, or at the Commission's website, www.psc.state.wv.us.

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

3-14

ADMITTED TO RECORD
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TUCKER COUNTY CLERK
TUCKERSVILLE, WV

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W VA PUBLIC SERVICE COMMISSION SECRETARY'S OFFICE

Certificate of Publication

I, Chris Stadelman, publisher of The Parsons Advocate, a weekly newspaper published at Parsons, Tucker County, West Virginia, do herby certify that the annexed Notice of Hearing

in the case of Canaan Valley Public Service District

vs.

has been published for 1 consecutive weeks in said newspaper, beginning with the issue of March 14

Given under my hand this 14 day of March 2007

Publisher

Publication fee $24.55

STATE OF WEST VIRGINIA, COUNTY OF TUCKER, to-wit:

Chris Stadelman, publisher of The Parsons Advocate, being duly sworn, says that statements contained in the above certificate are true and correct, to the best of his knowledge and belief.

Affiant

Sworn to and subscribed before me, this June 14 day of March 2007

OFFICIAL SEAL
WEST VIRGINIA
NOTARY PUBLIC
MARY MICHAEL DUNNIGAN
RT. 2, BOX 75
MONROSE, WV 26283
My Commission Expires November 30, 2014

Mary Michael Dunnigan

Notary Public

My commission expires Nov. 30, 2014

EXHIBIT A

ORDER

On this the 8th day of November, 2006, the Tucker County Commission fully assembled with Sam Eichelberger, President and James C. Michael and David Leary, Commissioners being present. On October 27, 2006 at 6:00 P.M., the Tucker County Commission held a public hearing on the proposed creation of the Canaan Valley Public Service District. The Commissioners were in favor of creating the Canaan Valley Public District.

Commissioner James C. Michael made a motion to create the Canaan Valley Public Service District. This Public Service District would extend from rim to rim in Canaan Valley. It would serve both water and sewage. Commissioner David Leary seconded that motion. President Sam Eichelberger called for a vote on this motion. A vote was held and all Commissioners voted in favor.

It is hereby **ORDERED** and **ADJUDGED** that the Tucker County Commission will create a new Public Service District for Canaan Valley for water and sewage, pending approval of the P. S. C. The Clerk of the County Commission is to send a copy of the Order to the Public Service Commission.

PRESIDENT

I, Sherry Simmons, Clerk of the Tucker County Commission, do certify that this is a true and correct copy of the creation of the Canaan Valley Public Service Dist. recorded in Order Book # 21 at page # 563 .

Given under my hand and the seal of the Said Commission, this the 14th day of December , 200 6.

Teste: Sherry Simmons, Clerk

By: Deputy

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COMMISSION
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ORDER

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PRESIDENT

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; thence North 76° 40' 34" East for 675.68 '; thence North 26° 14' East for 107.75 '; thence North 24° 12' 08" West for 470.67 '; thence North 33° 49' 07" East for 498.40 '; thence North 09° 59' 40" East for 324.49 '; thence North 41° 48' 56" West for 419.41 '; thence North 41° 17' 25" East for 380.96 '; thence North 00° 20' 55" West for 726.67 '; thence North 16° 57' 28" East for 1114.15 '; thence North 35° 31' 25" West for 462.59 '; thence North 18° 24' 06" East for 459.80 '; thence North 24° 04' 43" West for 940.43 '; thence North 24° 18' 53" East for 536.70 '; thence North 35° 18' 30" West for 277.50 '; thence North 27° 54' 50" East for 1300.41 '; thence North 38° 40' 37" West for 880.88 '; thence North 00° 35' 34" West for 1058.78 '; thence North 43° 50' 56" West for 656.90 '; thence North 44° 09' 56" East for 236.33 '; thence North 62° 10' 05" West for 208.28 '; thence North 06° 47' 24" West for 678.61 '; thence North 43° 45' 45" West for 328.94 '; thence North 21° 38' 30" East for 663.70 '; thence North 33° 11' 52" West for 1155.58 '; thence North 10° 06' 36" East for 715.55 '; thence North 42° 58' 56" East for 854.71 '; thence North 83° 18' 04" East for 691.46 '; thence North 33° 35' 48" East for 497.12 '; thence North 72° 01' 03" East for 977.05 '; thence South 75° 33' 51" East for 796.40 '; thence North 31° 24' 23" East for 910.11 '; thence North 86° 31' 32" East for 1703.64 '; thence North 21° 27' 50" West for 379.16 '; thence North 55° 26' 11" East for 465.51 '; thence North 08° 31' 12" West for 205.11 '; thence North 69° 14' 36" East for 384.51 '; thence North 15° 18' 15" East for 2221.42 '; thence North 66° 24' 52" East for 236.31 '; thence North 11° 47' 05" West for 350.55 '; thence North 47° 13' 22" East for 327.45 '; thence South 60° 28' 07" East for 771.87 '; thence North 80° 29' 17" East for 986.02 '; thence North 40° 02' 32" East for 528.31 '; thence North 35° 36' 54" West for 647.55 '; thence North 01° 17' East for 854.70 '; thence North 40° 43' 57" West for 511.38 '; thence North 20° 33' 07" East for 727.19 '; thence North 84° 41' 40" East for 754.72 '; thence North 24° 29' 34" East for 537.54 '; thence North 61° 43' 59" East for 422.83 '; thence South 70° 49' 30" East for 401.32 '; thence North 55° 29' 37" East for 373.06 '; thence South 61° 50' 31" East for 208.85 '; thence North 36° 54' 03" East for 439.74 '; thence North 88° 47' 34" East for 337.91 '; thence North 10° 05' 37" East for 455.87 '; thence North 84° 11' 38" East for 483.22 '; thence North 24° 16' 32" East for 268.32 '; thence North 35° 18' 52" West for 277.44 '; thence North 10° 07' 22" East for 454.51 '; thence North 81° 31' 03" East for 207.98 '; thence North 27° 12' 21" East for 681.33 '; thence North 66° 36' 14" East for 476.49 '; thence North 44° 58' 52" East for 1273.60 '; thence South 68° 58' 47" East for 336.45 '; thence North 28° 50' 22" East for 206.27 '; thence South 66° 41' 55" East for 273.57 '; thence North 44° 06' 59" East for 236.25 '; thence South 89° 30' 41" East for 1208.33 '; thence South 74° 01' 27" East for 599.25 '; thence North 85° 04' 23" East for 1027.96 '; thence North 17° 00' 47" East for 1114.70 '; thence North 47° 24' 22" East for 655.43 '; thence North 14° 35' 06" East for 848.65 '; thence North 32° 30' 31" West for 879.35 '; thence North 55° 22' 28" East for 744.20 '; thence South 80° 07' 09" East for 265.96 '; thence North 10° 02' 16" East for 259.66 '; thence North 81° 32' 36" East for 418.02 '; thence North 38° 47' 08" East for 966.74 '; thence North 20° 03' 58" West for 524.95 '; thence North 15° 30' 43" East for 718.25 '; thence North 13° 40' 43" West for 496.09 '; thence North 21° 42' 38" East for 665.72 '; thence North 07° 21' 57" West for 883.91 '; thence North 24° 40' 07" East for 269.20 '; thence South 54° 09' 46" East for 293.91 '; thence North 66° 43' 57" East for 475.80 '; thence North 10° 49' 29" West for 555.83 '; thence North 60° 30' 40" East for 514.51 '; thence North 17° 28' 50" East for 524.55 '; thence North 66° 34' 33" East for 476.33 '; thence North 39° 03' 23" East for 820.10 '; thence South 80° 10' 04" East for 331.77 '; thence North 41° 26' 52" East for 382.17 '; thence North 41° 53' 38" East for 890.53 '; thence North 26° 03' 39" East for 1277.40 '; thence North 16° 28' 13" East for 675.24 '; thence North 24° 27' 41" West for 800.30 '; thence North 29° 33' 24" East for 679.34 '; thence North 30° 41' 28" East for 728.52 '; thence North 51° 08' 27" East for 423.45 '; thence North 30° 18' 15" East for 663.53 '; thence South 79° 11' 16" East for 421.90 '; thence North 85° 20' 49" East for 926.11 '; thence North 70° 39' 49" East for 886.28 '; thence North 69° 54' 32" East for 503.43 '; thence North 52° 17' 11" East for 231.44 '; thence North 45° 16' 30" East for 223.83 '; thence North 89° 28' 25" West for 402.52 '; thence North 62° 05' 08" West for 624.86 '; thence North 32° 16' 32" East for 351.92 '; thence North 61° 51' 37" West for 208.72 '; thence North 01° 49' 37" East for 458.75 '; thence North 23° 14' 01" East for 869.84 '; thence North 00° 24' 27" West for 726.67 '; thence North 62° 34' 27" East for 752.80 '; thence North 16° 35' 19"

East for 588.80 '; thence North 78° 17' 05" East for 357.89 '; thence South 76° 52' 58" East for 1126.71 '; thence North 63° 20' 27" East for 329.06 '; thence North 24° 38' 07" East for 269.18 '; thence North 14° 20' 27" West for 640.83 '; thence North 66° 32' 48" East for 238.07 '; thence North 12° 10' 15" West for 350.98 '; thence North 55° 46' 58" East for 279.72 '; thence North 10° 07' 31" East for 391.04 '; thence North 66° 41' 54" East for 475.58 '; thence South 88° 53' 17" East for 872.09 '; thence North 09° 54' 27" East for 324.48 '; thence North 49° 15' 20" East for 422.14 '; thence North 01° 23' 08" West for 662.92 '; thence North 69° 21' 11" East for 383.58 '; thence North 29° 02' 17" East for 413.49 '; thence North 24° 13' 56" West for 470.52 '; thence North 44° 10' 23" East for 709.94 '; thence North 55° 17' 13" East for 278.69 '; thence South 67° 51' 37" East for 609.91 '; thence North 61° 39' 07" East for 422.47 '; thence South 52° 31' East for 1118.97 '; thence North 85° 50' 05" East for 273.27 '; thence North 46° 05' 09" East for 563.77 '; thence South 88° 12' 43" East for 467.52 '; thence North 39° 33' 14" East for 674.79 '; thence North 88° 29' 52" East for 337.57 '; thence North 35° 05' 30" East for 1727.10 '; thence North 05° 37' 37" East for 1693.77 '; thence North 30° 14' 50" West for 1020.38 '; thence North 07° 02' 34" West for 678.85 '; thence North 35° 28' 14" West for 369.80 '; thence North 45° 13' 36" East for 1037.31 '; thence North 82° 59' 29" East for 899.78 '; thence North 58° 34' 59" East for 1681.08 '; thence North 83° 43' 28" East for 1174.68 '; thence South 31° 03' 39" East for 601.13 '; thence North 86° 06' 32" East for 273.10 '; thence South 48° 42' 16" East for 619.85 '; thence South 27° 17' 59" East for 652.97 '; thence South 72° 54' 49" East for 1532.69 '; thence South 17° 23' 51" East for 145.52 '; thence South 87° 16' 33" East for 534.88 '; thence South 33° 46' 05" East for 1525.74 '; thence South 66° 31' 22" East for 545.19 '; thence South 38° 18' 29" East for 972.39 '; thence South 24° 06' 27" East for 941.41 '; thence South 41° 03' 59" East for 1953.77 '; thence North 78° 42' 27" East for 28.67 '; thence South 04° 55' 27" East for 51.59 '; thence South 04° 01' 27" East for 285.49 '; thence South 03° 27' 49" East for 185.11 '; thence South 33° 04' 37" West for 841.75 '; thence South 03° 59' 38" West for 966.73 '; thence South 20° 29' 11" West for 43.04 '; thence South 38° 12' 37" West for 816.43 '; thence South 78° 23' 25" West for 355.46 '; thence South 42° 32' 06" West for 619.56 '; thence South 06° 44' 18" West for 1106.91 '; thence South 59° 11' 45" West for 699.50 '; thence South 15° 09' 28" West for 279.40 '; thence South 15° 08' 12" West for 230.41 '; thence South 10° 10' 14" West for 1030.80 '; thence South 17° 00' 25" East for 826.25 '; thence South 02° 13' 27" East for 410.15 '; thence South 10° 10' 42" West for 811.96 '; thence South 13° 31' 34" East for 494.23 '; thence South 35° 35' 59" East for 141.64 '; thence South 35° 39' 23" East for 476.44 '; thence South 34° 48' 05" East for 30.42 '; thence South 10° 08' 21" West for 158.14 '; thence South 67° 51' 28" East for 476.99 '; thence South 67° 49' 32" East for 109.92 '; thence South 30° 11' 31" East for 194.29 '; thence South 30° 13' 44" East for 314.83 '; thence South 05° 28' 39" East for 439.59 '; thence South 32° 08' 35" East for 391.71 '; thence South 08° 24' 51" West for 335.78 '; thence South 15° 07' 21" West for 205.92 '; thence South 59° 52' 17" West for 574.89 '; thence South 22° 57' 20" West for 872.85 '; thence South 55° 49' 44" West for 932.70 '; thence South 78° 26' 03" West for 671.35 '; thence South 78° 14' 51" West for 240.88 '; thence South 24° 53' 59" West for 512.05 '; thence South 13° 32' 16" East for 624.25 '; thence South 13° 25' 06" East for 112.79 '; thence South 69° 02' 30" East for 626.26 '; thence South 21° 23' 08" East for 47.71 '; thence South 23° 20' 46" East for 707.66 '; thence South 49° 32' 55" East for 247.87 '; thence South 07° 39' 48" West for 192.11 '; thence South 07° 12' 14" West for 357.20 '; thence South 07° 01' 44" West for 313.66 '; thence South 21° 51' 02" West for 341.56 '; thence South 50° 11' 37" West for 517.68 '; thence South 50° 23' 13" West for 384.38 '; thence South 07° 57' 24" West for 46.31 '; thence South 10° 08' 33" West for 669.25 '; thence South 69° 22' 10" West for 27.74 '; thence South 69° 20' 30" West for 439.27 '; thence South 69° 29' 36" West for 406.51 '; thence South 69° 18' 59" West for 557.29 '; thence South 53° 38' 19" West for 281.90 '; thence South 44° 08' 21" West for 496.48 '; thence South 73° 58' 45" West for 121.57 '; thence South 73° 31' 09" West for 295.60 '; thence South 01° 13' 30" East for 330.74 '; thence South 73° 33' 42" West for 365.48 '; thence South 74° 05' 32" West for 76.50 '; thence South 25° 41' 58" West for 422.84 '; thence South 25° 31' 01" West for 320.49 '; thence South 65° 56' 48" West for 30.80 '; thence South 19° 08' 18" West for 381.13 '; thence South 13° 47' 58" East for 210.22 '; thence South 13° 57' 42" West for 80.21 '; thence South 13° 32' 47" West for 1027.99 '; thence South 09° 36' 11" East for 812.85 '; thence South 54° 36' 03" West for 76.94 '; thence South 02° 03' 35" West for 460.22 '; thence South 70° 32' 54" West for 532.42 '; thence South 20° 02' 27" West for 50.32 '; thence South 19° 47' 13" West for 700.32 '; thence

South 81° 58' 50" East for 39.37 '; thence South 01° 12' 59" East for 332.13 '; thence South 43° 50' 09" East for 328.85 '; thence South 04° 29' 48" West for 135.21 '; thence South 04° 48' 25" West for 152.00 '; thence South 04° 11' 36" West for 521.10 '; thence South 04° 24' 35" West for 496.16 '; thence South 55° 29' 18" West for 154.87 '; thence South 10° 08' 51" West for 389.69 '; thence South 55° 25' 28" West for 746.08 '; thence South 00° 32' 05" West for 394.61 '; thence South 59° 39' 12" West for 606.70 '; thence South 06° 51' 56" East for 587.65 '; thence North 59° 10' 08" West for 419.07 '; thence South 42° 34' 53" West for 619.84 '; thence South 21° 27' 27" East for 380.44 '; thence South 85° 58' 36" West for 547.04 '; thence South 24° 13' 02" West for 268.32 '; thence North 88° 13' 07" West for 468.05 '; thence South 37° 10' 32" West for 293.30 '; thence South 03° 22' 08" East for 1135.61 '; thence South 38° 48' 30" West for 965.80 '; thence South 02° 52' 17" West for 1049.01 '; thence South 51° 39' 25" West for 697.87 '; thence South 04° 55' 51" West for 718.29 '; thence South 53° 59' 53" East for 294.85 '; thence South 10° 09' 34" West for 194.84 '; thence South 73° 39' 33" West for 148.92 '; thence South 02° 45' 44" West for 523.06 '; thence South 85° 50' 16" West for 273.63 '; thence South 41° 26' 22" West for 382.30 '; thence South 10° 00' 17" West for 259.67 '; thence South 62° 14' 30" East for 208.24 '; thence South 05° 18' 46" West for 782.93 '; thence South 81° 33' 13" West for 210.20 '; thence South 04° 15' 53" East for 267.48 '; thence South 63° 21' 21" West for 329.38 '; thence South 01° 12' 36" East for 330.74 '; thence South 73° 25' 36" West for 146.85 '; thence South 10° 07' 10" West for 1235.26 '; thence South 31° 00' 05" West for 558.09 '; thence South 11° 51' 03" East for 350.55 '; thence South 55° 19' 24" West for 278.98 '; thence South 00° 04' 56" East for 1121.25 '; thence South 39° 03' 24" West for 1640.85 '; thence South 64° 21' 24" West for 898.31 '; thence South 30° 13' 40" West for 1734.84 '; thence South 01° 48' 47" West for 920.28 '; thence South 88° 44' 49" West for 338.12 '; thence South 03° 00' 12" West for 524.56 '; thence South 22° 27' 36" East for 614.57 '; thence South 10° 10' 29" West for 584.54 '; thence South 46° 55' 08" East for 237.66 '; thence South 33° 32' 16" West for 497.17 '; thence South 46° 48' 19" East for 235.13 '; thence South 04° 14' 48" East for 536.34 '; thence South 55° 27' 48" West for 1490.41 '; thence South 85° 29' 13" West for 1847.77 '; thence South 64° 18' 50" West for 896.55 '; thence South 10° 21' 50" West for 454.90 '; thence South 40° 47' 51" East for 511.54 '; thence South 25° 28' 51" West for 743.81 '; thence South 40° 47' 55" East for 511.55 '; thence South 15° 30' 40" West for 718.31 '; thence South 45° 29' 08" West for 801.59 '; thence South 21° 24' 57" West for 331.47 '; thence South 58° 24' 34" West for 887.51 '; thence North 70° 55' 42" West for 805.35 '; thence South 69° 12' 41" West for 384.73 '; thence South 06° 50' 58" East for 1357.23 '; thence South 58° 49' 19" East for 709.93 '; thence South 18° 17' 46" West for 461.13 '; thence South 65° 43' 37" West for 1043.48 '; thence South 44° 15' 06" West for 710.67 '; thence North 88° 52' 06" West for 869.53 '; thence South 01° 50' 07" West for 918.90 '; thence South 43° 33' 34" East for 327.55 '; thence South 19° 47' 29" West for 791.76 '; thence South 49° 42' 12" East for 384.09 '; thence South 08° 32' 24" East for 411.60 '; thence South 55° 32' 28" West for 651.68 '; thence North 83° 41' 51" West for 2964.00 '; thence South 36° 15' 12" West for 1469.64 '; thence North 65° 28' 57" West for 720.37 '; thence South 10° 12' 32" West for 315.27 '; thence South 73° 35' 49" West for 296.02 '; thence South 13° 47' 04" West for 356.75 '; thence South 21° 17' 10" East for 372.49 '; thence South 45° 45' 10" West for 404.24 '; thence South 13° 47' 04" West for 38.57 '; thence South 45° 31' 03" West for 792.05 '; thence South 25° 06' 28" West for 30.00 '; thence South 15° 56' 50" West for 67.47 '; thence South 61° 46' 38" East for 128.85 '; thence South 61° 43' 47" East for 96.50 '; thence South 61° 50' 44" East for 828.83 '; thence South 55° 07' 06" West for 1673.49 '; thence North 59° 17' 19" West for 2197.56 '; thence North 33° 32' 54" West for 1106.80 '; thence North 40° 09' 09" West for 291.74 '; thence South 75° 03' 07" West for 179.76 '; thence South 64° 05' 35" West for 276.08 '; thence South 76° 11' 28" West for 1353.10 '; thence North 45° 11' 13" West for 890.17 '; thence North 08° 44' 30" West for 1804.26 '; thence South 74° 30' 38" West for 1873.35 '; thence South 74° 31' 50" West for 365.82 '; thence South 88° 38' 48" West for 818.78 '; thence North 08° 19' 32" East for 550.37 '; thence North 67° 53' 42" West for 192.91 '; thence South 66° 39' 23" West for 1428.46 '; thence North 25° 09' 06" West for 1031.30 '; thence North 09° 57' 43" East for 650.36 '; thence North 21° 17' 37" West for 114.66 '; thence North 79° 50' 24" West for 1478.50 '; thence South 84° 15' 52" West for 2115.97 '; thence North 11° 11' 42" West for 745.15 '; thence North 61° 14' 37" West for 787.70 '; thence North 19° 40' 29" West for 532.46 '; thence North 69° 50' 50" West for 447.34 '; thence North 30° 09' 28" West for 468.73 '; thence North 56° 22' 56" West for 91.00 '; thence North 29° 14' 29" West for

36.12 '; thence North 57° 21' 09" West for 415.38 '; thence North 35° 40' 59" West for 278.79 '; thence North 02° 23' 36" East for 672.59 '; thence North 26° 25' 59" West for 1575.62 '; thence North 58° 51' 37" West for 31.70 '; thence North 19° 46' 17" East for 23.55 '; thence North 26° 25' 58" West for 1207.81 ', to the True Point of Beginning, the Area being 35076.06 Acres.

RECEIVED
2006 OCT -5 AM 10:02
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

ORDER

On this the 27th day of September, 2006, the Tucker County Commission fully assembled with Sam Eichelberger, President and James C. Michael and David Leary, Commissioners being present.

Commissioner James C. Michael made a motion to propose the creation of the Canaan Valley Public Service District. This Public Service District would extend from rim to rim in Canaan Valley. Commissioner David Leary seconded that motion. President Sam Eichelberger called for a vote on this motion. A vote was held and all Commissioners voted in favor.

It is hereby **ORDERED** and **ADJUDGED** that the Tucker County Commission proposes the creation of a new Public Service District for Canaan Valley. The Commission further **ORDERS** that a public hearing be held at Canaan Valley Fire Hall on the 27th day of October, 2006 at 6:00 P.M. o'clock.

The Tucker County Commission will provide the Public Service Commission with a copy of this Order and a notice of the public hearing within ten (10) days from the date of this order.

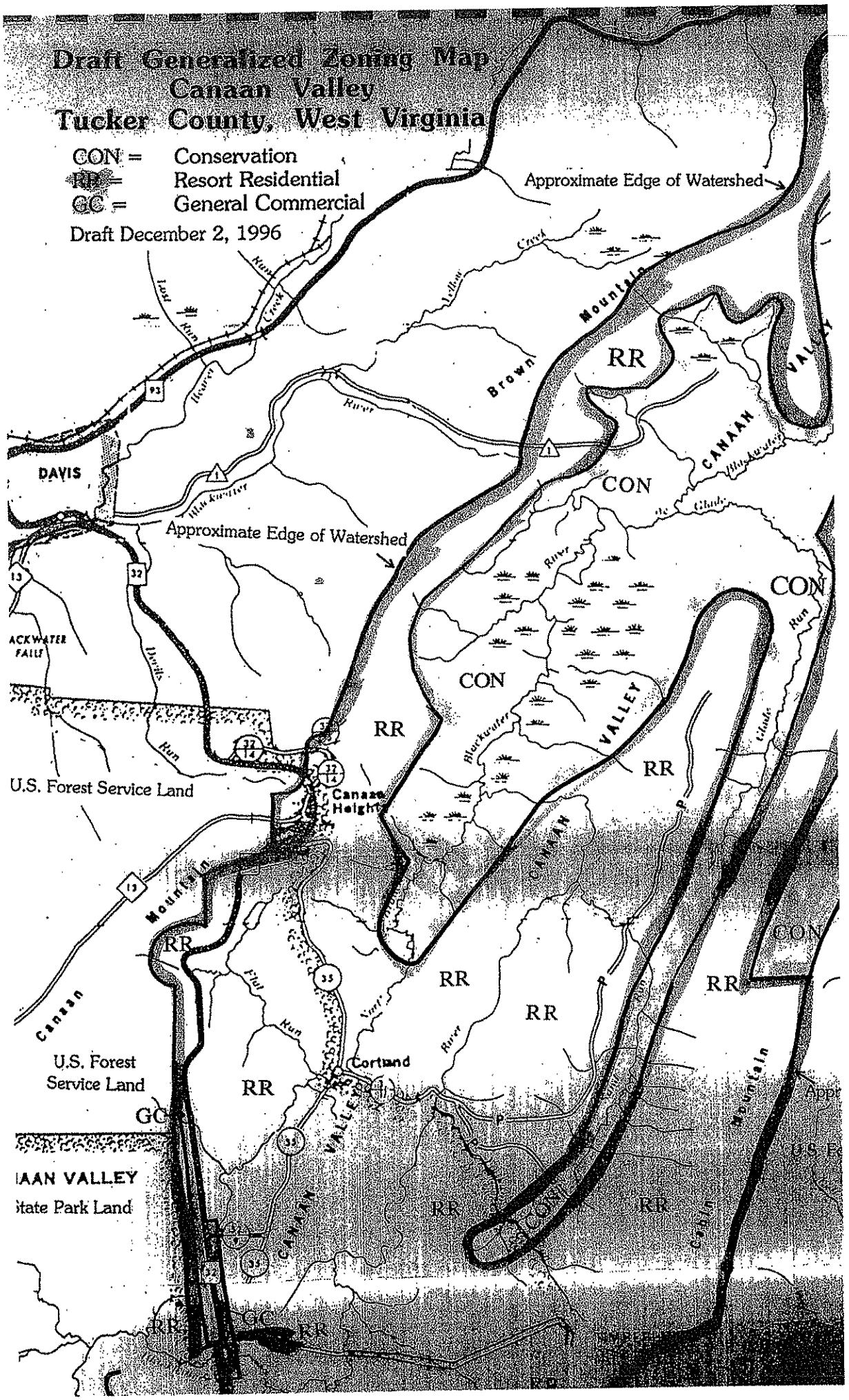
The Clerk of the Tucker County Commission along with the Prosecuting Attorney will place an ad in The Parsons Advocate. Although

the statute calls for a Class I legal ad, the Tucker County Commission will require a Class II legal ad so as to provide more notice.

A copy of a map showing the area in this proposed Public Service District will be attached to this Order and will be made available in the office of the County Coordinator.

Enter this the 2nd day of October, 2006.

SAM EICHELBERGER, President


Draft Generalized Zoning Map
Canaan Valley
Tucker County, West Virginia
CON = Conservation
RR = Resort Residential
GC = General Commercial
Draft December 2, 1996
Approximate Edge of Watershed
Approximate Edge of Watershed
DAVIS
Brown Mountain
CANAAN VALLEY
CANAAN VALLEY
Canaan Mountain
Canaan Heights
Cortland
U.S. Forest Service Land
U.S. Forest Service Land
State Park Land
RR
CON
GC

On this the 8th day of November, 2006, the Tucker County Commission fully assembled with Sam Eichelberger, President and James C. Michael and David Leary, Commissioners being present. On October 27, 2006 at 6:00 P.M., the Tucker County Commission held a public hearing on the proposed creation of the Canaan Valley Public Service District. The Commissioners were in favor of creating the Canaan Valley Public District.

Commissioner James C. Michael made a motion to create the Canaan Valley Public Service District. This Public Service District would extend from rim to rim in Canaan Valley. It would serve both water and sewage. Commissioner David Leary seconded that motion. President Sam Eichelberger called for a vote on this motion. A vote was held and all Commissioners voted in favor.

It is hereby **ORDERED** and **ADJUDGED** that the Tucker County Commission will create a new Public Service District for Canaan Valley for water and sewage, pending approval of the P. S. C. The Clerk of the County Commission is to send a copy of the Order to the Public Service Commission.

PRESIDENT

EXHIBIT
2

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the 27th day of April, 2007.

CASE NO. 06-1795-PSWD-PC

TUCKER COUNTY COMMISSION, Parsons, Tucker County.
Petition for consent and approval of the creation of Canaan Valley Public Service District to provide both water and sewer utility services

COMMISSION ORDER

The Public Service Commission (Commission) grants a request to establish a new public service district at Canaan Valley in Tucker County.

BACKGROUND

Tucker County proceedings

On September 27, 2006, the Tucker County Commission (County Commission) proposed to create a new public service district to provide water and sewer service. Notice of a public hearing, including a map, was published two times. The proposed area for the district was identified as "rim-to-rim" in Canaan Valley.

On October 27, 2006, the hearing was conducted as scheduled. On November 8, 2006, the County Commission unanimously voted to create the new water and sewer utility.

Commission proceedings

On November 15, 2006, the County Commission requested the Commission's approval of the creation of the new utility, pursuant to W. Va. Code § 16-13A-2, within the territory in which Hamrick Public Service District (Hamrick) is authorized to provide water and sewer utility service. Hamrick had studied the area with the Canaan Valley Institute (CVI), and Hamrick voted against serving the Canaan Valley area. The County Commission does not know what it will cost to run the new utility, but plans that the utility would have

EXHIBIT

its own treatment plants and employees. The County Commission also expects the new utility to perform its own billing and collection services.

On February 13, 2007, Commission Staff recommended disapproval, writing, "Staff has concluded that the creation of a new district is not supported at this time." Technical Staff noted that the studies were not provided to the Commission and the cost to run the district was unknown. While the County Commission said that 17 plants would be reduced to four or five, there were no cost comparisons for these or any other consolidated operations. No cost-benefit analysis was provided regarding employee costs. Hamrick's minutes were not provided, and the minutes from the public hearing do not reflect whether anyone from the public attended or had the chance to speak. See Final Joint Staff Memorandum.

Notice of the Commission hearing was published in *The Parsons Advocate* on March 14, 2007. See Affidavit of Publication filed March 23, 2007.

The Commission conducted a hearing in Parsons on April 2, 2007. Karen Buckley of the Commission's Water and Wastewater Division testified. Commission Staff's position was unchanged from that set forth in the Final Joint Staff Memorandum.

Tom Carr, Karen Bonner, Janet Preston, Henry Moomau and Kiena Smith presented public comment in favor of creating the new utility. No one spoke against the proposal.

The County Commission presented the testimony of Chris Michael, Henry Moomau, Dave Clark, and Kenneth Moran.

Mr. Michael is president of the Tucker County Commission. Tr. pp. 41-69. Mr. Michael worked in the county assessor's office for about ten years before becoming a county commissioner. The vast majority of Canaan Valley properties are second homes, and many are rental units serving visitors to the ski and wilderness areas.

The distance from Canaan Valley to Hamrick's rural service area is about 20 miles. If Hamrick is required to serve the Canaan Valley area, a second office for Hamrick likely would have to be provided.

Hamrick provides water service to 650-700 residents in a very rural area. Hamrick collects and transports sewage for less than half of its customers, but it does not provide any sewage treatment services. Hamrick is concerned that providing sewer service in the Canaan Valley area would increase rates to Hamrick's existing sewer customers, who already pay relatively high rates. Although the Commission sometimes permits surcharges or separate rates, the Commission usually does so on a temporary basis and ultimately works to combine a utility's separate rate structures.

There are about 17 sewage treatment plants in the Canaan Valley, all about 20 years old. They are in different stages of compliance with current environmental regulations.

Several treatment plant operators will be needed to provide sewer service in the Canaan Valley, and Hamrick does not have any sewer plant operators.

Most of the Canaan Valley resorts have their own wells to provide water service. Most water service is unmetered.

The Canaan Valley is unique ecologically; it is the highest wetlands east of the Mississippi River, with an elevation of about 3,200 feet. The only water in the valley comes from rain or snow. No rivers or streams deposit water there. Within the valley are two ski areas, a national wildlife refuge, Dolly Sods and the Canaan Valley State Park, as well as numerous other private developments and businesses.

The County Commission has also discussed the situation with the Canaan Valley Institute. The Canaan Valley Institute proposed, among other approaches, a geographical, topographical approach with about five sewage treatment plants.

The County Commission wants to form a new utility so that people in the Canaan Valley area can address their unique situation. Hamrick supports allowing the people in that Canaan Valley to make their own decision. Members of homeowners associations in Canaan Valley have also advised the County Commission that the associations prefer to be involved in the decisions.

A grant of about $3 million is available from the federal Environmental Protection Agency to a public entity to study how to provide sewer service in the Canaan Valley area.

Henry Moomau also testified to respond to questions from the Commission regarding how the Deep Creek, Maryland, resort area faced this same problem. Tr. pp. 70-74. A new utility, with boundaries the same as the local watershed boundaries, was created to provide sewer service via a central treatment plant.

One of the unique problems for Canaan Valley sewer service, as compared to Hamrick's customers, is the tremendous influx of people for weekends, long weekends, and certain weeks through the summer, Mr. Moomau said. Without a constant flow, sewer plants are more difficult to operate.

Presently, some Canaan sewer systems have holding tanks, so that the weekend flows are gradually delivered to the treatment plant. In other cases, the sewer systems simply overflow during periods of high occupancy.

Dave Clark, who works for CVI, explained that CVI is a non-profit organization that works with local groups in West Virginia, most of Pennsylvania, and the western portions of Virginia and Maryland, to address water quality problems including wastewater, decentralized wastewater and natural stream restoration. Tr. pp. 75-92. CVI has one wastewater engineer on staff.

Many of the Canaan Valley's 17 wastewater plants are out of compliance, and as a result, the Blackwater River is listed as impaired. CVI began assessing sewer service in Canaan Valley around 2004 and prepared a grid of options dated July 17th, 2006. See Tucker Co. Exhibit No. 2. CVI met with Hamrick frequently during the process. CVI compared four options – 1) the centralized plan prepared by Thrasher about ten years ago, 2) replacing the existing 17 treatment plants, 3) upgrading and retrofitting the existing plants wherever possible, and 4) a consolidated plant option, which reduces the number of treatment plants to about four, scattered around the valley. The last option has the most support, but it is the least complete. No engineering work has been done, and the costs estimates are very preliminary. The consolidated plants could be located at the site of some of the existing plants. For instance, it is likely that one of the four would be located at Timberline.

CVI does not prefer one of the options over the others. CVI's role, instead, is to help people make an informed decision.

A description of the proposed district has been prepared, and it basically follows the watershed boundary. Hamrick is reluctant to take over the sewer treatment for Canaan Valley for several reasons, including the complexity of providing sewer service there and the geographic separation from the rest of Hamrick's customers.

Kenneth P. Moran, a licensed professional engineer with Thrasher Engineering, Inc., testified that Hamrick takes care of three pump stations, and Parsons treats the sewage flows from Hamrick's customers. In the late 1990s Thrasher evaluated the Canaan Valley sanitary sewer issues and proposed a centralized sewage treatment system.

About six months ago, Thrasher and CVI discussed a decentralized plan that would consolidate the existing treatment facilities into about four plants. The EPA grant will expire in September, so it is imperative that this case proceeds very quickly.

To move forward, Thrasher will need to update the engineering facilities plan and submit it to the West Virginia Infrastructure & Jobs Development Council, and the EPA grant application must be submitted. When Thrasher updates the facilities plan, it will consider impact fees that the Commission recently approved for use in high-growth areas.

The valley's dynamics have changed dramatically from 1997 to 2007. Just after Thrasher prepared its first report, the U.S. Park Service, through the Fish and Wildlife Service, bought up large portions of the land. Timberline now is being pressured to correct its sewer system, as is the state park. An updated engineering assessment is needed of who is using waste loads and who is not. Based upon new information, Thrasher would not be surprised if a decentralized plan might now be a better option.

Thrasher agrees that Canaan Valley's problems are quite different from problems that Hamrick Public Service would have.

Treatment limits at Canaan will be difficult to meet because Canaan sits in a bowl-shaped area with a highly sensitive steam with zero grade, low flow, slow moving, and with low oxygen factors. Part of the update will be to learn how much EPA will allow to be discharged into the local waters.

Once the discharge limits – the quality of the water that can be released from the Canaan Valley sewer systems – are established, treatment methods can be evaluated, such as membrane filters. Considerations also would include handling sludge, electrical and maintenance costs, the huge variations in usage, and the personnel to run that type of system. Someone likely will have to be available on call 24 hours a day because of the sensitive characteristics of the stream. Another likely difficulty is that water usage generally is not metered in Canaan Valley, so ways to assess sewer charges will have to be developed.

Under a combined rate structure, Hamrick's existing sewer customers could be required to share the costs of the new sewer system to serve the Canaan Valley's unique characteristics.

Thrasher believes the Canaan Valley's unique characteristics present the perfect case for a separate utility within the rim of this valley because it is tourism-based, not residential-based. This creates a whole different economic scale in how that system operates.

On April 5, 2007, the County Commission filed a copy of the Canaan Valley Sewage Resolution passed by Hamrick's board on August 14, 2006, in which Hamrick states that it is responsible for sewage collection and treatment in all areas of Tucker County outside of municipal boundaries; the Canaan Valley's rare geology requires only tried and proven treatment options; Hamrick has applied for funding of Thrasher's centralized approach, but, to date, no acceptable funding has been secured; the West Virginia DEP has issued compliance orders to nine of the Canaan Valley treatment facilities, compelling them to improve their facilities; $2.8 million in grant funding has become available to any public entity for a decentralized sewage treatment approach; Hamrick has a responsibility to its existing customers to provide the best possible service at the lowest possible rates; a Canaan Valley sewer project would require considerable grant funding or a separate rate structure to prevent a rate increase for Hamrick sewer customers outside of the Canaan Valley area; Commission precedent allows separate rates only as a temporary measure; that nearly all water usage in Canaan Valley is unmetered, making it difficult to compel customers to pay for sewer service without being able to discontinue water service; others have expressed interest in forming a new public utility to obtain the grant and provide sewer service in Canaan Valley; Hamrick unanimously agreed to relinquish its sewer service responsibilities in Canaan Valley so that the County Commission could create a new utility to serve there; and Hamrick remained willing to pursue the centralized approach or an updated facilities plan in the future if necessary.

The Commission has received about 15 letters in favor of creating a new district, and there have been no letters opposing the County Commission's petition.

On April 26, 2007, CVI filed a metes and bounds description for the new utility boundaries.

DISCUSSION

Pursuant to W. Va. Code § 16-13A-2(a), a county commission may propose the creation of a public service district upon its own motion, as the County Commission has done. The creation can only occur with the Commission's written consent.

Pursuant to W. Va. Code § 16-13A-2(c), the County Commission must set a hearing within 20-40 days of entering the order which proposes to create a PSD. The County Commission's order was entered on September 27, 2006, and the hearing was conducted on October 27, 2006, some 30 days later. Thus, the County Commission has complied with this statutory requirement.

Pursuant to W. Va. Code § 16-13A-2(f), the County Commission must provide the Commission with a copy of its order creating the new district within ten days of entering the order. On November 8, 2006, the County Commission unanimously voted to create the water and sewer utility, and on November 15, 2006, some seven days later, the County Commission filed the order with the Commission. Thus, the County Commission has complied with this statutory requirement.

W. Va. Code § 16-13A-2 addresses the Commission's responsibility, in pertinent part, as follows:

> (f) The Public Service Commission may provide a hearing in the affected county on the matter and may approve, reject or modify the order of the county commission if it finds it is in the best interests of the public to do so.
>
> (g) The [Public Service] Commission shall at all times attempt to bring about the enlargement or merger of existing public service districts in order to provide increased services and to eliminate the need for creation of new public service district in those areas which are not currently serviced by a public service district[.]

Pursuant to Rule 7.4 of the Commission's Rules Governing Sewer Utilities, 150 C.S.R. Series 5, the Commission's considerations include the following:

> After public comment and hearing the Commission shall, by order, approve, disapprove or modify a county commission order creating, expanding, merging, consolidating, reducing or dissolving a public service district. In deliberating on approval, modification or disapproval the Commission may consider, among other things:

1. the public convenience and necessity;

2. the economic feasibility, including sources of funding, costs and related benefits of the county commission's order;

3. the adequacy of the facilities;

4. other facilities in the area; and

5. other possible alternatives.

The Legislature has expressed a clear preference for the merger or enlargement of existing utilities, instead of the creation of a new one. The Commission generally requires the merger or enlargement of existing public utilities, instead of the creation of new ones. Thus, applicants proposing a new utility must establish why a new utility should now be created.

Upon these specific facts, the Commission concludes that the County Commission has met that burden. Hamrick serves a primarily rural, residential population and provides water service to 650-700 customers. For about half of those customers, Hamrick collects sewage flows and transports them to Parsons for treatment. Hamrick does not provide sewer treatment services.

In contrast, sewage treatment services are needed in Canaan Valley for second home owners or short-term visitors to the area. The number of people residing in Canaan Valley fluctuates greatly, and high-volume sewage flows sometimes must be held and fed to treatment facilities on a gradual basis. The Canaan Valley is a unique geological area, and sewer facilities must meet heightened environmental standards because the flows are discharged into a zero grade, slow moving, low-volume local waters with low oxygen factors. Also, most Canaan Valley water customers are not metered, making it difficult to compel payment for sewer services without being able to discontinue water service.

Generally, the Commission expects certificated utility providers to acquire the knowledge and personnel to handle the situations that arise within the utility's service territory. In this instance, however, people in the Canaan Valley have indicated that they want to be involved in creating the sewer solution, and these people have intimate knowledge of the Canaan Valley's special characteristics. Hamrick, on the other hand, prefers to continue only its current operations and does not want more direct involvement to develop the sewer treatment plan for this unique area, although Hamrick remains willing to serve the area if necessary.

The County Commission and CVI have met regularly with Hamrick, as well as with people in the Canaan Valley. The County Commission is to be commended for its efforts to involve all of the stakeholders in the process.

Addressing now the elements set forth in *Sewer Rule* 7.4, the Commission concludes that the public convenience and necessity require the creation of this new utility because existing sewer treatment facilities in the Canaan Valley area are inadequate and do not meet environmental standards. Thus, new sewer treatment facilities are required to protect the public health and safety.

Hamrick generally serves a residential population more than 20 miles away. Thus, at a minimum, there would be significant travel costs for Hamrick to provide service to the valley, and perhaps a second utility office would be needed. Given Canaan Valley's unique geology, it is likely that sewer service will be more expensive to provide in Canaan Valley than it is for Hamrick's existing customers. Because residents in Canaan Valley prefer to be involved in the development of their sewer system, which would be more costly and radically different than the limited sewer service that Hamrick provides, it is reasonable to conclude that economics permit the establishment of a new sewer utility.

Consideration of other facilities is key to the County Commission's proposal. Canaan Valley residents are seriously considering the consolidation of some of the existing sewer treatment plants. Given the Canaan Valley's unique geology, which likely will require specialized and costly treatment services, and given that Hamrick does not provide any sewage treatment services and has very limited financial revenues, it is reasonable to conclude that other facilities in the area are not sufficient to provide the needed service and that a new public utility should be established to do so.

For the same reasons, the Commission concludes that other alternatives are being sufficiently explored and a new public utility provides the best solution to improving sewer service in the Canaan Valley.

In summary, because of the extraordinary circumstances of Canaan Valley's unique geology and the difficulties in handling wasteflows from a population which varies widely in number from day to day, the Commission agrees that a new public service district is in the public interest. The Commission appreciates the necessity to move quickly in this matter because of the deadline to apply for the EPA grant.

The new utility, the Canaan Valley Public Service District, shall file progress reports with the Commission on or before January 1, April 1, July 1 and October 1 of each year, until the Commission relieves the utility of that duty by further order. Those reports, at a minimum, shall update the Commission on the status of funding requests, engineering reports, and DEP compliance orders relating to existing treatment facilities in the Canaan Valley. These reports shall also provide a cost-benefit analysis for the various options being considered.

FINDINGS OF FACT

1. On August 14, 2006, Hamrick's board recognized the unique service that Canaan Valley requires and the willingness of people in Canaan Valley to work to provide such service, among other things. Hamrick's board members unanimously agreed to relinquish Hamrick's utility responsibilities in Canaan Valley so that the County Commission could create a new utility to serve the Canaan Valley. See Canaan Valley Sewage Resolution filed April 5, 2007.

2. On September 27, 2006, the County Commission set a public hearing on a proposal to create a new public service district to provide water and sewer service.

3. Notice of the hearing, including a map, was published two times.

4. On October 27, 2006, the hearing was conducted by the County Commission as scheduled. Sixteen or 17 people showed up, and 11 or 12 were in favor of creating a new public service district. (Testimony of Mr. Michael).

5. On November 8, 2006, the County Commission unanimously voted to create the new water and sewer utility.

6. On November 15, 2006, the County Commission requested the Commission's approval of the creation of a new utility, pursuant to W. Va. Code § 16-13A-2.

7. Commission Staff recommended that the County Commission's petition be denied, because, among other reasons, the County Commission had not conducted a cost-benefit analysis of creating and operating the proposed utility.

8. Notice of the Commission hearing was published in *The Parsons Advocate* on March 14, 2007. See Affidavit of Publication filed March 23, 2007.

9. Five people provided public comment in favor of creating the new utility at the Commission hearing. About 15 letters were filed with the Commission in favor of the new utility.

10. The vast majority of Canaan Valley properties are second homes, and many are rental units serving visitors to the ski and wilderness areas. (Testimony of Mr. Michael).

11. The distance from Canaan Valley to Hamrick's rural service area is about 20 miles. If Hamrick is required to serve the Canaan Valley area, a second office for Hamrick likely would have to be provided. (Testimony of Mr. Michael).

12. The Canaan Valley area is within Hamrick's territorial boundaries, but Hamrick does not yet provide any utility service there. (Testimony of Mr. Michael).

13. Hamrick provides water service to 650-700 residents in a very rural area. Hamrick collects and transports sewage for less than half of its customers, but it does not provide any sewage treatment services. (Testimony of Mr. Michael). Hamrick takes care of three pump stations, and Parsons treats the sewage flows. (Testimony of Mr. Moran).

14. Hamrick is concerned that providing sewer service in the Canaan Valley area would increase rates to Hamrick's existing sewer customers, who already pay relatively high rates. (Testimony of Mr. Michael & Mr. Moran).

15. Although the Commission sometimes permits surcharges or separate rates, the Commission usually does so on a temporary basis and ultimately works to combine a utility's separate rate structures. (Testimony of Mr. Michael & Mr. Moran).

16. There are about 17 sewage treatment plants in the Canaan Valley, all about 20 years old. They are in different stages of compliance with current environmental regulations. (Testimony of Mr. Michael).

17. Most of the Canaan Valley resorts have their own wells to provide water service. Most water service is unmetered. (Testimony of Mr. Michael).

18. Several treatment plant operators will be needed to provide sewer service in the Canaan Valley, and Hamrick does not have any sewer plant operators. (Testimony of Mr. Michael).

19. The Canaan Valley is unique ecologically; it is the highest wetlands east of the Mississippi River, with an elevation of about 3,200 feet. The only water in the valley comes from rain or snow. No rivers or streams deposit water there. Within the valley are two ski areas, a national wildlife refuge, Dolly Sods and the Canaan Valley State Park, as well as numerous other private developments and businesses. (Testimony of Mr. Michael).

20. Several years ago, Hamrick hired Thrasher Engineering to consider serving Canaan Valley. Thrasher proposed a central system that would reduce all the existing plants into one. (Testimony of Mr. Michael & Mr. Moran).

21. The County Commission has also discussed the situation with the Canaan Valley Institute. The Canaan Valley Institute proposed, among other approaches, a geographical, topographical approach with about five plants. (Testimony of Mr. Michael).

22. The County Commission wants to form a new utility so that people in the Canaan Valley area can address their unique situation. Hamrick supports allowing the people in that Canaan Valley to make their own decision. Members of homeowners' associations in Canaan Valley have advised the County Commission that the associations prefer to be involved in the decisions. (Testimony of Mr. Michael).

23. A grant of about $3 million is available from the federal Environmental Protection Agency to a public entity to study how to provide sewer service in the Canaan Valley area. (Testimony of Mr. Michael).

24. The Deep Creek, Maryland, resort area faced a similar sewer problem, and a new utility, with boundaries the same as the local watershed boundaries, was created to provide sewer service at a central treatment plant. (Testimony of Mr. Moomau).

25. One of the unique problems for Canaan Valley sewer service, as compared to Hamrick's existing customers, is the tremendous influx of people for weekends, long weekends, and certain weeks through the summer. Without a constant flow, sewer plants are more difficult to operate. (Testimony of Mr. Moomau).

26. Presently, some Canaan sewer systems have holding tanks, so that the high volume flows are gradually delivered to the treatment plant. In other cases, the sewer systems simply overflow during periods of high occupancy. (Testimony of Mr. Moomau).

27. Many of the 17 wastewater plants in Canaan Valley are out of environmental compliance, and as a result, the Blackwater River is listed as impaired. (Testimony of Mr. Clark).

28. CVI began assessing sewer service in Canaan Valley around 2004 and prepared a grid comparing four options – 1) the centralized plan prepared by Thrasher about ten years ago, 2) replacing the existing 17 treatment plants, 3) upgrading and retrofitting the existing plants wherever possible, and 4) a consolidated plant option, which reduces the number of treatment plants to about four, scattered around the valley. See Tucker Co. Exhibit No. 2 (dated July 17, 2006). CVI met with Hamrick frequently during the process. (Testimony of Mr. Clark).

29. CVI does not prefer one of the options over the others. CVI's role, instead, is to help people make an informed decision. (Testimony of Mr. Clark).

30. A description of the proposed district has been prepared, and it basically follows the watershed boundary. A map of the proposed boundary was submitted as Tucker County Exhibit Number 3. (Testimony of Mr. Clark). See also CVI's filing (April 26, 2007).

31. Hamrick is reluctant to take over the sewer treatment for Canaan Valley for several reasons, including the complexity of providing sewer service there and the geographic separation from the rest of Hamrick's customers. (Testimony of Mr. Clark & Mr. Moran).

32. In the late 1990s, Thrasher Engineering evaluated the Canaan Valley sanitary sewer issues and proposed a centralized sewage treatment system. At that time, the cost was estimated at about $17 million. (Testimony of Mr. Moran).

33. About six months ago, Thrasher and CVI discussed a decentralized plan, which would consolidate the existing treatment facilities into about four plants. (Testimony of Mr. Moran).

34. The EPA grant will expire in September, so it is imperative that this case proceeds very quickly. (Testimony of Mr. Moran).

35. To move forward, Thrasher will need to update the engineering facilities plan and submit it to the West Virginia Infrastructure & Jobs Development Council, and the EPA grant application must be submitted. (Testimony of Mr. Moran).

36. The valley's dynamics have changed dramatically from 1997 to 2007. Just after Thrasher prepared its first report, the U.S. Park Service, through the Fish and Wildlife Service, bought up large portions of the land. Timberline now is being pressured to correct its sewer system, as is the state park. An updated engineering assessment is needed of who is using waste loads and who is not. Based upon new information, Thrasher would not be surprised if a decentralized plan might now be a better option. (Testimony of Mr. Moran).

37. Treatment limits at Canaan will be difficult to meet because Canaan sits in a bowl-shaped area with a highly sensitive steam with zero grade, low flow, slow moving, and with low oxygen factors. Part of the update will be to learn how much EPA will allow to be discharged into that stream. (Testimony of Mr. Moran).

38. Once the discharge limits – the quality of the water that can be released from the Canaan Valley sewer systems – are established, treatment methods can be evaluated, such as membrane filters. Considerations also would include handling sludge, electrical and maintenance costs, the huge variations in usage, and the personnel to run that type of system. Someone likely will have to be available on call 24 hours a day because of the sensitive characteristics of the stream. Another likely difficulty is that water usage generally is not metered in Canaan Valley, so ways to assess sewer charges will have to be developed. (Testimony of Mr. Moran).

CONCLUSIONS OF LAW

1. Pursuant to W. Va. Code § 16-13A-2(c), the County Commission timely conducted a public hearing on its proposal.

2. Pursuant to W. Va. Code § 16-13A-2(f), the County Commission timely advised the Commission of the County Commission's proposal to create the Canaan Valley Public Service District.

3. In W. Va. Code §§ 16-13A-2(f) and (g), the Legislature has expressed a clear preference for the merger or enlargement of existing utilities, instead of the creation of a new one. The Commission generally requires the merger or enlargement of existing public utilities, instead of the creation of new ones. Thus, applicants proposing a new utility must establish why a new utility should now be created.

4. Upon these specific facts, the Commission concludes that the County Commission has met that burden. Hamrick serves a primarily rural, residential population and provides water service to 650-700 customers. For about half of those customers, Hamrick collects sewage flows and transports them to Parsons for treatment. Hamrick does not provide sewer treatment services. In contrast, sewage treatment services are needed in Canaan Valley for a population of second homeowners or short-term visitors to the area. The number of people residing in the valley fluctuates greatly, and high-volume sewage flows sometimes must be held and fed to treatment facilities on a gradual basis. The Canaan Valley is a unique geological area, and sewer facilities must meet heightened environmental standards there. Also, most Canaan Valley water customers are not metered, making it difficult to compel payment for sewer services without being able to discontinue water service.

5. Generally, the Commission expects certificated utility providers to acquire the knowledge and personnel to handle the situations that arise within the utility's service territory.

6. In this instance, though, people in the Canaan Valley have indicated that they want to be involved in creating the sewer solution, and these people have intimate knowledge of the Canaan Valley's special characteristics. Hamrick is willing to step aside to permit those with more direct involvement to develop the sewer treatment plan for this unique area, although Hamrick remains willing to serve the area if necessary.

7. The County Commission should be commended for its efforts to involve all of the stakeholders in the process.

8. The public convenience and necessity require the creation of this new utility because existing sewer treatment facilities in the Canaan Valley area are inadequate and do not meet environmental standards. Thus, new sewer treatment facilities are required to protect the public health and safety.

9. Because Hamrick generally serves a residential population more than 20 miles away, there would, at a minimum, be significant travel costs for Hamrick to provide service to the valley, and perhaps a second utility office would be needed. Given Canaan Valley's unique geology, it is likely that sewer service will be more expensive to provide in Canaan Valley than it is for Hamrick's existing customers. Because residents in Canaan Valley prefer to be involved in the development of their sewer system, which would be radically

different than the limited sewer service that Hamrick provides and likely more expensive, it is reasonable to conclude that economics permit the establishment of a new sewer utility.

10. Substantial consideration of other facilities has been made, including the consolidation of many treatment facilities. Because Canaan Valley's unique geology likely will require specialized treatment services and because Hamrick does not provide any sewage treatment services, it is reasonable to conclude that other facilities in the area are not sufficient to provide the needed service and a new public utility should be established to do so.

11. For the same reasons, the Commission concludes that other alternatives are being sufficiently explored and a new public utility provides the best solution to improving sewer service in the Canaan Valley.

12. Given the extraordinary circumstances of Canaan Valley's unique geology and the difficulties in handling wasteflows from a population which varies widely in number from day to day, the Commission agrees that a new public service district is in the public interest.

13. The Commission appreciates the necessity to move quickly in this matter because of the deadline to apply for the EPA grant.

14. The new utility should be required to file regular progress reports with the Commission, until further order.

15. For the sake of clarity in defining future activities, the County Commission should adopt a further order setting forth the metes and bounds description of the new utility.

ORDER

IT IS THEREFORE ORDERED that the County Commission's petition is granted. The Commission grants its consent, pursuant to W. Va. Code § 16-13A-2, to the creation of the Canaan Valley Public Service District to provide water and sewer utility service rim-to-rim in the Canaan Valley of Tucker County, West Virginia. The Canaan Valley's watershed boundary shall define the new utility's geographic area.

IT IS FURTHER ORDERED that the Commission grants its consent, pursuant to W. Va. Code § 16-13A-2, to the reduction of Hamrick Public Service District's territorial boundary, which is necessary to establish the new Canaan Valley Public Service District. Hamrick's territorial boundary is reduced by the area granted today to Canaan Valley PSD.

IT IS THEREFORE ORDERED that, pursuant to W. Va. Code § 16-13A-3, Canaan Valley PSD board members shall, within six months of taking office, successfully complete

the new board member training program provided by the Commission, the West Virginia Bureau of Public Health and the West Virginia Department of Environmental Protection.

IT IS FURTHER ORDERED that Canaan Valley PSD shall file progress reports with the Commission on or before January 1, April 1, July 1 and October 1 of each year, until the Commission relieves the utility of that duty by further order. Those reports, at a minimum, shall update the Commission on the status of funding requests, engineering reports, and DEP compliance orders relating to existing treatment facilities in the Canaan Valley. These reports shall also provide a cost-benefit analysis for the various options being considered. They shall be filed as closed entries in Case Number 06-1795-PSWD-PC.

IT IS FURTHER ORDERED that this matter is removed from the Commission's docket of active cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery. The Executive Secretary shall also serve a copy of this order by United States First Class Mail upon Hamrick Public Service District.

A True Copy, Teste:

Sandra Squire

Sandra Squire
Executive Secretary

CLW/sek/ljm
061795ca.wpd

RECEIVED
2007 MAY 24 AM 8:44
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

ORDER

On this the 18th day of May, 2007, the Tucker County Commission met in open session. The Public Service Commission in Case No. 06-1795-PSWD-PC on April 27, 2007 granted the Tucker County Commission's petition to create the Canaan Valley Public Service District for water and sewer utility service. A copy of the Public Service Commission's Order will be made a part of this Order and attached hereto as Attachment No. 1.

The Canaan Valley Public Service District shall extend from rim to rim in the Canaan Valley of Tucker County. For clarity in defining the physical description of the District, a metes and bounds description which is listed as Attachment No. 2 is hereby incorporated into this Order.

The Tucker County Commission Orders that the Hamrick Public Service District's territorial boundary is reduced by the area granted to the Canaan Valley Public Service District.

It is therefore Ordered that pursuant to West Virginia Code 16-13A-3 that the Canaan Valley Public Service District board members shall within six (6) months of taking office successfully complete the new board member training program provided by the Commission, West Virginia Bureau of Public Health and the West Virginia Department of Environmental

Protection.

It is further Ordered that the Canaan Valley Public Service District shall file progress reports with the Public Service Commission on or before January 1st, April 1st, July 1st and October 1st of each year until the Public Service Commission relieves the utility of that duty by further Order. Those reports, at a minimum shall update the Public Service Commission on the status of funding requests, engineering reports and Department of Environmental Protection compliance orders relating to existing treatment facilities in the Canaan Valley. These reports shall also provide a cost benefit analysis for the various options being considered. They shall be filed as closed entries in Case No: 06-1795-PSWD-PC.

The County Commission hereby appoints William B. Snyder, whose address is HC 70, Box 133, Davis, West Virginia 26260; Robert J. Metzger, whose address is HC 70, Box 539, Davis, West Virginia 26260; and Calvin Dearborn, whose address is HC 70, Box 55, Davis, West Virginia 26260 as members to the Canaan Valley Public Service District.

The County Commission further will set William Snyder's term at two (2) years, Robert Metzger's term at four (4) years and Calvin Dearborn's terms at six (6) years. They shall take the Oath of Office and sign a written Oath of Office in the County Clerk's office.

The Canaan Valley Public Service District shall provide to the Public Service Commission within thirty (30) days the following information: The new board members name, home address, home and office telephone numbers, date of appointment and length of term.

The Canaan Valley Public Service District shall organize and have their first meeting as soon as possible, but in no case longer than thirty (30) days. The Board, at its first meeting shall select one of its members as chair and they shall also appoint a secretary and a treasurer who need not be members of the Board.

The Secretary shall keep a record of all of the proceedings of the Board which shall be available for inspection as other public records. Duplicate records shall be filed with the County Commission and shall include minutes of all board meetings. The Treasurer, as lawful custodian of all funds of the Public Service Commission shall pay the same out on orders authorized or approved by the Board. The Secretary and Treasurer shall perform other duties appertaining to the affairs of the district and shall receive salaries as shall be prescribed by the board. The Treasurer shall furnish bond in an amount to be fixed by the board for the use and benefit of the district.

The members of the board, and the chair, secretary and treasurer

thereof, shall make available to the County Commission, at all times, all of its books and records pertaining to the district's operation, finances and affairs, for inspection and audit. The Board shall meet at least monthly.

James C Michael

PRESIDENT

ORDER

On this the 8th day of November, 2006, the Tucker County Commission fully assembled with Sam Eichelberger, President and James C. Michael and David Leary, Commissioners being present. On October 27, 2006 at 6:00 P.M., the Tucker County Commission held a public hearing on the proposed creation of the Canaan Valley Public Service District. The Commissioners were in favor of creating the Canaan Valley Public District.

Commissioner James C. Michael made a motion to create the Canaan Valley Public Service District. This Public Service District would extend from rim to rim in Canaan Valley. It would serve both water and sewage. Commissioner David Leary seconded that motion. President Sam Eichelberger called for a vote on this motion. A vote was held and all Commissioners voted in favor.

It is hereby **ORDERED** and **ADJUDGED** that the Tucker County Commission will create a new Public Service District for Canaan Valley for water and sewage, pending approval of the P. S. C. The Clerk of the County Commission is to send a copy of the Order to the Public Service Commission.

PRESIDENT

TUCKER COUNTY COMMISSION
213 First Street
Parsons, WV 26287
Meeting Date: May 9, 2007 @ 9:00 AM

AGENDA

OPENING PRAYER – PLEDGE OF ALLEGIANCE

1. **CALL TO ORDER**
2. **READING – APPROVAL OF PREVIOUS MINUTES**
3. **AUDIENCE/GUESTS--** Jim Propst—OES Director
   Darla Stemple—E911 Director
   Steve Rawlings—WV Counties Group Self Insurance Risk Pool Feasibility Study
   Chris Knorr—Discuss TC Historic Landmark Commission
   Riley Barb—Discuss Phone System for Magistrate Office

4. **CORRESPONDENCE –**

5. **UNFINISHED BUSINESS** – 1. Tucker County Historic Landmark Commission Update

6. **NEW BUSINESS--**
   1. Discuss/Approve Phone System for Magistrate Office
   2. Do Order to Set Up PSD for Canaan Valley
   3. Appoint Board Members to Canaan Valley PSD
   4. Discuss/Approve Fireworks Display at Camp Kidd during the Tucker County Fair
   5. Discuss/Approve Update of Election Equipment and Budget Revision for Same
   6. Appoint Special Fiduciary Commissioner to Handle Estate of Blonda June Miller
   7. Approval of Erroneous Assessments
   8. Approval of Invoices for Payment

7. **COMMISSIONERS REPORTS--**
   1. Commissioner James C. Michael
   2. Commissioner David C. Leary
   3. Commissioner James T. Carr

8. *The next meeting of the Tucker County Commission will be May 23, 2007 @ 6:00 PM at the Tucker County Commission office in Parsons, WV.*

9. **ADJOURNMENT**

Unfinished Business:

Jack McGuigan reported on the Historic Landmark Commission along with Chris Knorr, when adopting a local Historic Landmark Commission grants become more available. The Landmark Commission will not take away the property owners rights. The property owner must agree before the Landmark Commission can place a property on the historic register.

New Business:

Phone System for the Magistrate Office is tabled by motion Carr, all in favor.

Public Service District is approved for Canaan Valley, the PSD in Charleston, the next step will be to draft an Order and appoint board members. A special meeting is scheduled for May 14, 2007 at 8:30 AM in the Commission Meeting Room. Appoint and execute an order for the PSD by motion Carr, all in favor.

Jenny Newlend asked for information regarding the by-laws for the PSD, Mont Miller suggested that she contact Hamrick PSD for a sample copy.

Discuss on the Fireworks Display at Camp Kidd during the Tucker County Fair is a matter for the Parks and Recreation Board and must be approved by them.

Sherry Simmons, Tucker County Clerk, asked to purchase must needed election equipment, the funds are available in the election budget but would need a budget revision to transfer funds from one line item to an other, the purchase of election equipment and the budget revision was approved by motion Carr, all in favor.

It was suggested that a Special Fiduciary Commissioner be named to handle the Estate of Blonda June Miller, due to the fact that the Tucker County Fiduciary

SPECIAL MEETING
TUCKER COUNTY COMMISSION
MAY 18, 2007 @ 8:00 AM

In Attendance: Chris Michael, David Leary, Tom Carr, Mont Miller, Dave Clark, and Connie Eye

A special meeting of the Tucker County Commission was held in the Commission Conference Room at 8:00 AM on May 18, 2007.

Meeting was called to order by Commission President, Chris Michael for the purpose of appointing members to the new Canaan Valley Public Service District.

Motion made to appoint Calvin Dearborn, Bob Metzger, and William Snyder to the board. Terms for the appointees were determined by drawing the number of years for the term from a hat as follows: Dearborn—6 years, Metzger—4 years and Snyder—2 years.

It was noted by Mont Miller that the Board needs to meet before May 27 to officially form the Board and elect their officers.

Dave Clark will put information together for the first Canaan Valley PSC Meeting.

Meeting adjourned at 8:20 AM.

Connie Eye
Tucker County Coordinator

APPROVED J C Michael
James "Chris" Michael, President
Tucker County Commission

I, SHERRY L. SIMMONS, CLERK OF THE COUNTY COMMISSION OF TUCKER COUNTY, A COURT OF RECORD IN AND FOR SAID COUNTY AND STATE DO CERTIFY THAT THE FOREGOING AND ANNEXED WRITING IS A TRUE COPY OF :

Certified copies of Order & Commission Meetings

RECORDED IN THE CLERK'S OFFICE OF THE SAID COUNTY COURT ON THE 27th DAY OF October 20 06, AS FULL AND COMPLETE AS THE SAME IS NOW RECORDED IN SAID OFFICE IN Order BOOK NO. 21, PG. 563.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF SAID COURT (WHICH IS MY OFFICIAL SEAL) AT MY OFFICE, IN SAID COUNTY, THIS 14th DAY OF December, 20 09.

Sherry Simmons

Clerk of the County Commission of
Tucker County, West Virginia

OATH

State of West Virginia, County of Tucker:

I, WILLIAM B. SNYDER, do solemnly swear that I will support the constitution of the United States and the constitution of this State and that I will faithfully discharge the duties of my office of CANAAN VALLEY PUBLIC SERVICE DISTRICT BOARD

to the best of my skill and judgment, so help me God.

X William B Snyder

Subscribed and sworn to before the undersigned, this the 7th day of January, 2010.

Sherry Simmons

Clerk of the County Commission of Tucker County, West Virginia.

William B Snyder
ADMITTED TO RECORD

2010 JAN 11 PM 2:33

Oath

BOOK NO. 4 PAGE NO. 245
TUCKER COUNTY CLERK
TUCKER COUNTY, WV

OATH

State of West Virginia, County of Tucker:

I, CALVIN DEARBORN, do solemnly swear that I will support the constitution of the United States and the constitution of this State and that I will faithfully discharge the duties of my office of CANAAN VALLEY PUBLIC SERVICE DISTRICT BOARD

to the best of my skill and judgment, so help me God.

X Calvin Dearborn

Subscribed and sworn to before the undersigned, this the 7th day of January, 2010.

Sherry Simmons

Clerk of the County Commission of Tucker County, West Virginia.

Calvin Dearborn

ADMITTED TO RECORD

2010 JAN 11 PM 2:33

Oath

BOOK NO. 4 PAGE NO. 245

TUCKER COUNTY CIRCUIT CLERK

TUCKER COUNTY, WV

OATH

State of West Virginia, County of Tucker:

I, ROBERT J. METZGER, do solemnly swear that I will support the constitution of the United States and the constitution of this State and that I will faithfully discharge the duties of my office of CANAAN VALLEY PUBLIC SERVICE DISTRICT BOARD

to the best of my skill and judgment, so help me God.

X Robert J. Metzger

Subscribed and sworn to before the undersigned, this the 7th day of January, 2010.

Sherry Simmons

Clerk of the County Commission of Tucker County, West Virginia.

Robert J Metzger

ADMITTED TO RECORD

2010 JAN 11 PM 2:33

Oath 4 244

BOOK NO. PAGE NO.

TOGETHER WITH CLERK

TUCKER COUNTY, WV

CANAAN VALLEY PUBLIC SERVICE DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: CANAAN VALLEY PUBLIC SERVICE DISTRICT.

Section 2. The principal office of Canaan Valley Public Service District (the "District") will be located in, Davis, Tucker County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed Canaan Valley Public Service District, and in the center shall be inscribed the corporate seal.

Section 4: The fiscal year of the District shall begin on July 1 of each year and shall end on the following June 30.

ARTICLE II
PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

ARTICLE III
MEMBERSHIP

Section 1. The members of the Board of the District (the "Board") shall be those persons appointed by The County Commission of Tucker County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Board resign or otherwise become legally disqualified to serve as a member of the Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Board.

ARTICLE IV
MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Board shall hold regular monthly meetings on the 1st Thursday of each month, at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Board, two (2) members shall constitute a quorum. Each member of the Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise agreed, notice to members of regular meetings shall not be required. Unless otherwise waived, notice of each special meeting of the membership shall be given to all members by the Secretary by fax, telephone, mail or other satisfactory means at least two (2) days before the date fixed for such special meeting. The notice of any special meeting shall state briefly the purposes of such meeting and the nature of the business to be transacted. No business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended (1999 Revision), notice of the date, time, place and agenda of all regularly scheduled meetings of the Board, and the date, time, place and purpose of all special meetings of the Board, shall be made available, in advance, to the public and news media (except in the event of an emergency requiring immediate action) as follows:

A. Regular Meetings. A notice shall be posted and maintained by the Secretary of the Board at the front door or bulletin board of the office of the District and, if different from the office, at the front door or bulletin board of the place fixed for regular meetings of the Board not less than three (3) business days before a regularly scheduled meeting is to be held, stating the date, time and place fixed and entered of record by the Board for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same locations by the Secretary of the Board not less than three (3) business days before such regular meeting is to be held. The agenda listing the matters requiring official action that may be addressed at the meeting may be amended up to two (2) business days prior to the meeting. If a particular regularly scheduled meeting is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the same locations as soon as feasible after such cancellation or postponement has been determined.

B. Special Meetings. A notice shall be posted by the Secretary of the Board at the front door or bulletin board of the office of the District and at the front door or bulletin board of the place fixed for the regular meetings of the Board not less than two (2) business days before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. In addition, a copy of the agenda listing the matters requiring official action that may be addressed at the meeting for each special meeting shall be posted at the same locations by the Secretary of the Board not less than two (2) business days before such special meeting is to be held. If the special meeting is cancelled, a notice of such cancellation shall be posted at the same locations as soon as feasible after such cancellation has been determined.

For the purposes of calculating the number of days in any notice period based upon business days, Saturdays, Sundays, legal holidays and the day of the meeting are not counted.

ARTICLE V
OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, a Secretary and a Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in such year. The officers so elected shall serve until the next annual election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

ARTICLE VI
DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. The Chairman shall, together with the Secretary, sign the minutes of all meetings at which he or she shall preside. The Chairman shall attend generally to the executive business of the Board and exercise such powers as may be conferred by the Board, by these Rules of Procedure, or as prescribed by law. The Chairman shall execute, and if necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. The Secretary shall, together with the Chairman, sign the minutes of the meetings at which he or she is present. The Secretary shall have charge of the minute book, be the custodian of the Common Seal of the District and all deeds and other writings and papers of the Board. The Secretary shall also perform such other duties as he or she may have under law by virtue of the office or as may be conferred from time to time by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 3. The Treasurer shall be the lawful custodian of all funds of the District and shall disburse funds of the District on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him by law or as may be conferred upon him by the members of the Board, these Rules of Procedure or as prescribed by law.

Section 4. If the Chairman, Secretary or Treasurer is absent from any meeting, the remaining members of the Board shall select a temporary chairman, secretary or treasurer, as necessary, who shall have all of the powers of the absent officer during such period of absence.

ARTICLE VII
AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended, repealed or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment, repeal or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment, repeal or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

These Rules of Procedure shall replace any and all previous rules of procedure, bylaws or similar rules heretofore adopted by the District.

Adopted December 17, 2009

Canaan Valley Public Service District

P.O. Box 428

Davis, WV 26260

December 17, 2009

Minutes

Present: Bob Metzger, John Cooper, Billy Snyder, Scott Custer, Dave Smigal, Clay Riley, Shane Whitehair, Bob Coontz, and Diane Beall

Chairman Metzger **called the meeting to order** at 6:05 P.M.

Minutes: The minutes were accepted as presented with a **motion** from Billy and a second from Bob. **Motion approved.**

Treasurer's Financial Report: Milan was absent, no report.

Correspondence: Bob reported on the following:

- DEP letter approving the Addendums.
- Steptoe & Johnson, CVPSD's Bond Counsel, will need Billy Snyder to take the oath of office as CVPSD board member. Bob will call Tom Carr to get this done. John advised that Billy will need to sign ASAP.
- The Bond Counsel will need:
  1. Names, terms of office, certified copies of the orders of appointment from the County Commission and oaths of office for each member of the Board.
  2. The rules of procedure of the Board which evidence compliance with the West Virginia "Sunshine Law".
  3. A copy of the District's property and liability insurance policy declaration pages.
  4. A street address for the District offices.
- Water Pollution Control permit issued by DEP to be effective Dec. 30th, 2009. A copy of the permit will be sent to CVPSD.

Old Business:

- Rules of Procedure

Bob made a **motion** for approval to accept the requirements needed by Steptoe & Johnson, Bond Counsel, for CVPSD. Billy seconded the motion. **Motion approved.**

Bob made a **motion** to adopt the Resolution Establishing Sewer Use. Billy seconded the motion. **Motion approved.**

Bob signed the Resolution and gave it to John Cooper. John will get a copy for our files.

Billy made a **motion** to accept the EPA's Stag Grant award. Bob seconded the motion. **Motion approved.**

Bob made a motion to sign Engineering Amendments 2 & 3. Billy seconded the motion. **Motion approved.**

New Business:

John discussed the liability insurance clause. He checked with Dave Hansford, Nationwide Insurance, and was given a quote of $2,750.00. He will also get a quote from Skinner Insurance as well.

Clay Riley reported on the following:

- Katy Mallory with the Bond Counsel (Steptoe & Johnson) is requesting a special meeting to complete needed requirements before the closing on Jan. 29th, 2010. She is to provide the agenda for the meeting.

After a brief discussion, it was decided that CVPSD would meet on Jan. 07, 2010, at 6:00 P.M. at the Canaan Valley Fire Hall for this meeting.

- The meeting with the USFWS was productive regarding the mitigation. Things are moving forward on this issue.

- Bid tabulations are certified for Breckenridge Company and J.F. Allen Co.

Bob Coontz stated that Thrasher Engineering has completed and submitted the Funding Application. He discussed the buy American issues.

Shane Whitehair of Region VII discussed the $4,000,000.00 EDA grant, noting that CVPSD will need to have a match for this grant. He reported that they are working on finalizing the funding package. Since the plant bids were lower than the amount awarded for the project, the EDA budget will need to be adjusted. He said a conference call would be needed to make these adjustments.

Bob made the **motion to adjourn at 7:05 P. M.** Billy seconded the motion. **Motion approved.**

The Board went into Executive Session at 7:06 P.M.

The regular meeting was reopened at **7:20 P.M** by Chairman Metzger.

Clay Riley, Thrasher Engineering, recommended to CVPSD for Thrasher to award Contract 1 (Zones C & D), to Breckenridge Co. for $7,494,000.00 and J.F. Allen Co. Contract 2 (Wastewater Collection System), for $829,519.50.

Billy made the **motion** for CVPSD to accept the above listed awards. Bob seconded the motion. **Motion approved.**

Thrasher Engineering will send a notice of intent to Breckenridge Co. and J. F. Allen Co.

Billy made a **motion to adjourn at 7:25 P.M.** Bob seconded the motion. **Motion approved.**

Respectfully submitted,

Diane Beall, Secretary

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 16th day of June 2009.

CASE NO. 09-0970-PSD-SCN

CANAAN VALLEY PUBLIC SERVICE DISTRICT
Application for a Certificate of Convenience and Necessity to construct two wastewater treatment facilities, as well as a collection/transmission system to gather and transport sewer flow to the proposed facilities and appurtenances relating thereto.

NOTICE OF FILING

On June 12, 2009, Canaan Valley Public Service District ("District") filed an application duly verified, for a Certificate to construct two wastewater treatment facilities, as well as a collection/transmission system to gather and transport sewer flow to the proposed facilities and appurtenances relating thereto in Tucker County. The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

The District estimates that construction will cost approximately $11,925,000.00. It is proposed that the construction will be financed as follows: State and Tribal Assistance Grant (STAG) in the amount of $1,000,000.00; STAG Grant in the amount of $1,726,100.00; US Economic Development Agency (EDA) Grant in the amount of $2,000,000.00; Tucker County Commission Grant in the amount of $5,000.00; Canaan Valley Institute Grant in the amount of $5,000.00; West Virginia Department of Environmental Protection 100% Debt Forgiveness Loan ("stimulus funding") in the amount of $4,300,000.00; West Virginia Department of Environmental Protection loan in the amount of $2,888,900.00, with terms of 0% interest for a term of 38 years with a 0.5% Administrative Fee.

The District anticipates charging the following sewage rates for its customers:

MINIMUM MONTHLY BILL for EDU (Equivalent Dwelling Unit)[1] $64.00 per month

CUSTOMER	MONTHLY BASE FLOW	EDU	X	RATE	=	MONTHLY BILL
Timberline Resort	100,350 gpd	358	x	$64.00		$ 22,912.00
Northpoint	17,640 gpd	63	x	$64.00		$ 4,032.00
Beaver Ridge	10,920 gpd	39	x	$64.00		$ 2,496.00
Black Bear Resort	27,550 gpd	98	x	$64.00		$ 6,272.00
North Lake	1,680 gpd	6	x	$64.00		$ 384.00

[1]An EDU is equivalent to 280 gallons per day.

If increases/decreases occur in EDUs above/below estimated EDUs, sewage rates will be adjusted accordingly.

DELAYED PAYMENT PENALTY

The above tariff is net. On all accounts not paid in full within twenty (20) days of the date of bill, ten percent (10%) will be added to the net amount due. If any bill is not paid within sixty (60) days after date, service to the customer will be discontinued. Service will not be restored until all past due bills have been paid in full and all accrued penalties plus a reconnection charge have been paid.

CONNECTION CHARGE

Prior to construction	$300.00
After construction passes the premises to be served, charge for connection to the system	$300.00

The proposal initial rates and charges will produce approximately $ 433,152.00 annually in revenue.

The requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

Pursuant to W.Va. Code §24-2-11, IT IS ORDERED that Canaan Valley Public Service District give notice of the filing of said application, by publishing a copy of this order once in a newspaper duly qualified by the Secretary of State, published and of general circulation in Tucker County, making due return to this Commission of proper certification of publication immediately after publication. Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following the date of this publication unless otherwise modified by Commission order. Failure to timely protest or intervene can affect your right to protest aspects of this certificate case, including any associated rate increases, or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or intervention. Requests to intervene must comply with the Commission's Rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protests and interventions should be addressed to Sandra Squire, Executive Secretary, P.O. Box 812, Charleston, West Virginia 25323.

IT IS FURTHER ORDERED that if there is no substantial protest to the Application received within said thirty day period, the Commission may waive formal hearing and grant the application based on the evidence submitted with said application and its review thereof.

SANDRA SQUIRE
Executive Secretary

6-24

:ate of Publication

blisher of The Parsons Advocate, a weekly
Parsons, Tucker County, West Virginia, do
nnexed Notice of

e No. 09-0970-PSD-

Valley Public Service

1 consecutive weeks in said newspa-
ssue of June 24

his 24 day of June 2009.
Publisher

5.40

INIA, COUNTY OF TUCKER, to-wit:

her of The Parsons Advocate, being duly
ents contained in the above certificate are true
of his knowledge and belief.
Affiant

d before me this the 24 day of
09

Michael Dumire
Notary Public

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
MARY MICHAEL DUMIRE
MONTROSE, WV 26283
My Commission expires November 30, 2014

My Commission expires

PUBLIC S
OF
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Entered by the PUBLIC SE
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2009.

CASE NO. 09-0970-PSD-SCN

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Beaver Ridge	10,920 gpd	3
Black Bear Resort	27,550 gpd	9
North Lake	1,680 gpd	6

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Prior to construction
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or requests to intervene should briefly state the
must comply with the Commission's Rules on int
Procedure. All protests and interventions should
812, Charleston, West Virginia 25323.

IT IS FURTHER ORDERED that if there is no s
day period, the Commission may waive formal hea
with said application and its review thereof.

TRUSTEE'S SALE
E

The undersigned Substitute Trus
by that certain Deed of Trust, date
recorded in the Office of the Cler
County, West Virginia, in Trust D
J. Quintanilla and Oscar A. Qui
Attorney At Law, Trustee(s), cer
of Trust, and the beneficiary has
as Substitute Trustee by a Substit
recorded in the aforesaid Clerk's
the aforementioned Deed of Trus
having been instructed by the secu
for sale at public auction at the fro
in Parsons, West Virginia, on

July 2, 200

the following described real
easements and appurtenances
Corporation District, Tucker Co
described as follows:

Being located in the Town of
being more particularly describe

Lot 24, Tuscan Ridge Subdivis
Tuscan Ridge Subdivision, Sectio
LLP, dated October 12, 2006, be
the County Commission of Tuck
2, Slides 371 and 372, to which p
description of the parcel of real

Together with the right to use
within Tuscan Ridge as shown
coal, oil, gas and mineral right
to the restrictive covenants, lim
Declaration of Covenants, Cond
Book 188, Page 659, and any am
of easements set forth in Article
set-back lines, easements, and o
for Tuscan Ridge at Canaan, Sect
Clerk of the County Commissio

At the time of the execution
reported to have an address of:

The referenced real estate will
and subject to all covenants,
reservations which may be a mat
or visible upon the ground, all
without limitation, liens for real
charges. The purchasers at th
recording costs and also the tax
(the cost of the tax stamp to be
be responsible for payment of a

The subject property will be
Trustee shall be under no dut
occupying the subject property

TERMS: $10,000.00 in cash
balance due and payable within

FEDERAL TAX LIEN: In
against the property, the United
property within a period of 120
allowable for redemption under

Pursuant to the Deed of Trust,
announcement at the time and p
name, and not by agent in the e
the Deed of Trust reserve the r

Certificate of Publication

I, Chris Stadelman, publisher of The Parsons Advocate, a weekly newspaper published at Parsons, Tucker County, West Virginia, do hereby certify that the annexed Notice of Filing

in the case of Case No. 09-0970-PSD-SCN Canaan Valley Public Service District

has been published for 1 consecutive weeks in said newspaper, beginning with the issue of June 24

Given under my hand this 24 day of June 2009.

Publisher

Publication Fee $ 155.40

STATE OF WEST VIRGINIA, COUNTY OF TUCKER, to-wit:

Chris Stadelman, publisher of The Parsons Advocate, being duly sworn, says that statements contained in the above certificate are true and correct, to the best of his knowledge and belief.

Affiant

Sworn to and subscribed before me this the 24 day of June 2009

Mary Michael Dumire Notary Public

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
MARY MICHAEL DUMIRE
1115 75 19
MONTANA, WV 26283
My Commission Expires November 30, 2014

My commission expires

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

MINUTES ON ELECTION OF OFFICERS FOR YEAR 2010,
ADOPTION OF BOND RESOLUTION, SUPPLEMENTAL RESOLUTION,
SWEEP RESOLUTION AND FIRST DRAW RESOLUTION

The undersigned Secretary of the Public Service Board of Canaan Valley Public Service District hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Public Service Board:

*** *** ***

The Public Service Board of Canaan Valley Public Service District met in regular session, pursuant to notice duly given, on the 7th day of January, 2010, at Davis, West Virginia, at the hour of 6:30 p.m.

PRESENT:	Robert Metzger	-	Chairman
	Diane Beall	-	Secretary
	William Snyder	-	Member
	Calvin Dearborn	-	Member

ABSENT: None

Robert Metzger, acted as Chairman, presided, and Diane Beall, acted as Secretary.

The Chairman announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, following nomination and vote for each office, the following members were elected to the following offices for the 2010 calendar year:

Robert Metzger	-	Chairman
Diane Beall	-	Secretary

Thereupon, the Chairman presented a proposed Bond Resolution in writing entitled:

> RESOLUTION AUTHORIZING THE ACQUISITION AND CONSTRUCTION TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF CANAAN VALLEY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE DISTRICT OF $2,965,216 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), AND $1,958,455 IN AGGREGATE PRINCIPAL AMOUNT OF SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING ARRA ASSISTANCE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Calvin Dearborn and seconded by William Snyder, it was unanimously ordered that the said Bond Resolution be adopted and be in full force and effect on and from the date hereof.

Thereupon, the Chairman presented a proposed Supplemental Resolution in writing entitled:

> SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM); AND SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA), OF CANAAN VALLEY PUBLIC SERVICE DISTRICT; APPROVING AND RATIFYING THE ARRA ASSISTANCE AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, on motion duly made by Calvin Dearborn and seconded by William Snyder, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Chairman presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Calvin Dearborn and seconded by ____, it was unanimously ordered that the said Sweep Resolution be adopted.

Next, the Chairman presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Calvin Dearborn and seconded by William Snyder, it was unanimously ordered that the said Draw Resolution be adopted.

*** *** ***

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

[Remainder of Page Intentionally Blank]

CERTIFICATION

I further hereby certify that the foregoing action of said Public Service Board remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 22nd day of January, 2010.

Dixie J. Beall

Secretary

01.06.10
124050.00001

CH5317569.1

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

MINUTES ON ELECTION OF OFFICERS FOR YEAR 2010,
ADOPTION OF BOND RESOLUTION, SUPPLEMENTAL RESOLUTION,
SWEEP RESOLUTION AND FIRST DRAW RESOLUTION

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[Remainder of Page Intentionally Blank]

CERTIFICATION

I further hereby certify that the foregoing action of said Public Service Board remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 22nd day of January, 2010.

Secretary

01.06.10
124050.00001

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 22-Jan-10

ISSUE: Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program)

ADDRESS: P.O. Box 428, Davis, West Virginia 26260 COUNTY: Tucker

PURPOSE OF ISSUE:
New Money: x
Refunding:

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 22-Jan-10
CLOSING DATE: 22-Jan-10
ISSUE AMOUNT: $2,965,216.00
RATE: 0% 0 % admin fee
1ST DEBT SERVICE DUE: 1-Mar-12
1ST PRINCIPAL DUE 1-Mar-12
1ST DEBT SERVICE AMOUNT $19,508
PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK:
Bank: Grant County Bank
Contact: Brenda Wolford, Manager
Phone: 304.866.4848

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: Robert Metzger
Position: Chairman
Phone: 304.866.3433

OTHER:
Agency: West Virginia Department of Environmental Protection
Contact: Rosalie Brodersen
Position: Program Manager
Phone: 926.0499 x 1608

DEPOSITS TO MBC AT CLOSE
By: Wire
Check

Accrued Interest: $
Capitalized Interest: $
Reserve Account: $
Other: $

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: Wire
Check
IGT

To Escrow Trustee $
To Issuer $
To Cons. Invest. Fun $
To Other: $

NOTES: The Series 2009 A Bonds Reserve Account will be funded over 10 years

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

25A

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 1/22/2010

ISSUE: Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program)

ADDRESS: P.O. Box 428, Davis, West Virginia 26260 COUNTY: Tucker

PURPOSE OF ISSUE:
New Money: x
Refunding:

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 22-Jan-10
CLOSING DATE: 22-Jan-10
ISSUE AMOUNT: $1,958,455.00
RATE: 0%
1ST DEBT SERVICE DUE: 100% forgivable
1ST PRINCIPAL DUE 100% forgivable
1ST DEBT SERVICE AMOUNT 100% forgivable
PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK:
Bank: Grant County Bank
Contact: Brenda Wolford, Manager
Phone: 304.866.4848

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: Robert Metzger
Position: Chairman
Phone: 304.866.8433

OTHER:
Agency: West Virginia Department of Environmental Protection
Contact: Rosalie Brodersen
Position: Program Manager
Phone: 926.0499 x 1608

DEPOSITS TO MBC AT CLOSE
By: _____ Wire _____ Accrued Interest: $ _____
_____ Check _____ Capitalized Interest: $ _____
_____ Reserve Account: $ _____
_____ Other: $ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: _____ Wire _____ To Escrow Trustee $ _____
_____ Check _____ To Issuer $ _____
_____ IGT _____ To Cons. Invest. Fun $ _____
_____ To Other: _____ $ _____

NOTES: The Series 2009 B Bonds are 100% forgivable. The Series 2009 B Bonds Reserve Account will not be funded.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

25B

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

Grant County Bank, Petersburg, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Resolution of Canaan Valley Public Service District (the "Issuer") adopted January 7, 2010, and the Supplemental Resolution of the Issuer adopted January 7, 2010 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), and Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), both dated January 22, 2010, issued in the respective principal amounts of $2,965,216 and $1,958,455 (collectively, the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 22nd day of January, 2010.

GRANT COUNTY BANK

By: _____
Its: Authorized Officer

12.23.2009
124050.00001

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

ACCEPTANCE OF DUTIES AS REGISTRAR

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Canaan Valley Public Service District Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program) and Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), both dated January 22, 2010, issued in the respective principal amounts of $2,965,216 and $1,958,455 (collectively, the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 22nd day of January, 2010.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

12.23.2009
124050.00001

CH5268791

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

CERTIFICATE OF REGISTRATION OF BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of Canaan Valley Public Service District (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), of the Issuer, dated January 22, 2010, in the principal amount of $2,965,216, numbered AR-1, and the Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), of the Issuer, dated January 22, 2010, in the principal amount of $1,958,455, numbered BR-1, were registered as to principal only in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of The Huntington National Bank, as Registrar.

WITNESS my signature on this 22nd day of January, 2010.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

12.23.2009
124050.00001

CH526883

CANAAN VALLEY PUBLIC SERVICE DISTRICT

Sewer Revenue Bonds, Series 2010 A
(West Virginia SRF Program); and
Sewer Revenue Bonds, Series 2010 B
(West Virginia SRF Program/ARRA)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 22nd day of January, 2010, by and between CANAAN VALLEY PUBLIC SERVICE DISTRICT, a public corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $2,965,216 Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), and $1,958,455 Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), in fully registered form (collectively, the "Bonds"), pursuant to the Bond Resolution of the Issuer duly adopted January 7, 2010, and the Supplemental Resolution of the Issuer duly adopted January 7, 2010 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities

Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER: Canaan Valley Public Service District
P.O. Box 428
Davis, West Virginia 26260
Attention: General Manager

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The registrar shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contacts awarded under EPA financial assistance agreements. Failure by the Registrar to carry out these requirements is a material breach of the Agreement which may result in the termination of this Agreement or other legal available remedies.

9. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Bond Legislation.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

CANAAN VALLEY PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

12.23.2010
124050.00001

EXHIBIT A

Bond Legislation included in bond transcript as Documents Nos. 1 and 2.

SCHEDULE OF COMPENSATION

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633

Huntington

STATEMENT OF REGISTRAR'S FEES
Invoice Date January 22, 2010

Canaan Valley Public Service District
Account Number 6089001809

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 A
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR January, 2010

****

TOTAL AMOUNT	$ 500.00
TOTAL DUE	**$ 500.00**

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633

Huntington

STATEMENT OF REGISTRAR'S FEES
Invoice Date January 22, 2010

Canaan Valley Public Service District
Account Number 6089001809

Canaan Valley Public Service District
Sewer Revenue Bonds, Series 2010 B
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR January, 2010

****

TOTAL AMOUNT	$ 500.00
TOTAL DUE	**$ 500.00**

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035

OWR Permit Details

(1)OWR Permit	
PERMITTEE	CANAAN VALLEY PSD
DEP OFFICE	OWR
PERMIT ID	WVR104527
ISSUE/REISSUE DATE	09/03/09
EXPIRATION DATE	12/04/12
FACILITY NAME	WASTEWATER COLLECTION SYSTEM & TREATMENT PLANTS
DESCRIPTION	N/A
No. of CUSTOMERS	
DISTURBED ACRES	13.27
SLUDGE TONNAGE	
DESIGN FLOW(MGD)	
AVERAGE FLOW (MGD)	
MAJOR FACILITY	N
EXTENSION DATE	

(1)Permit Status	
ACTIVE YES/NO	Y
OPEN/CLOSED	O
STATUS	New

(1) County / Quad	
County: Tucker	Quad: BLACKWATER FALLS

(1) Inspectable Units	
INSPECTABLE UNIT CODE	TYPE
ENTIRE	Entire Default

(1) Permit Geography		
INSPECTABLE UNIT CODE:	ENTIRE	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'52.0000"	
LONGITUDE:	79° 26'32.0000"	
COUNTY:	Tucker	

CERTIFICATE OF LIABILITY INSURANCE

DATE 1-20-2010

PRODUCER
WVCoRP
308 MARKET STREET, S.E.
SUITES 1& 2
ROANOKE VA 24011

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED
CANAAN VALLEY PSD
PO BOX 428
DAVIS, WV 26260

COMPANIES AFFORDING COVERAGE

Company A	West Virginia Counties Group Self Insurance Risk Pool
Company B	
Company C	
Company D	

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
A	*GENERAL LIABILITY* ☒ Commercial General Liability ☐ Claims Made ☒ Occur ☐ Owners & Contractors Prot ☐	WV-CA-103-11	01/17/10	7/1/2010	General	$	2,000,000
					Products- Comp/OP	$	2,000,000
					Personal & ADV Injury	$	2,000,000
					Each Occurrence	$	2,000,000
					Fire Damage (Any one fire)	$	100,000
					Med. Exp. (Any one person)	$	0
A	*AUTOMOBILE LIABILITY* Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos X Non-Owned Autos	WV-CA-103-11	01/17/10	7/1/2010	Combined Single Limit	$	2,000,000
					Bodily Injury (Per person)	$	
					Bodily Injury (Per accident)	$	
					Property Damage	$	
	LAW ENFORCEMENT LIABILITY				Each Wrongful Act	$	
					Deducible	$	
A	*PUBLIC OFFICIALS LIABILITY INCLUDING EMPLOYMENT PRACTICES LIABILITY*	WV-CA-103-11	01/17/2010	7/1/2010	Each Loss	$	1,000,000
					Annual Aggregate	$	1,000,000
					Deductible	$	2,500
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Proprietor/Partners /Executive Officers Are: ☐ Incl ☐ Excl				☐ WC Statutory Limits ☐ Other		
					EL Each Accident	$	
					EL Disease-Policy Limit	$	
					EL Disease-Each Emp.	$	
A	*OTHER* Crime	WV-CA-103-11	01/17/2010	7/1/2010	$250,000 Blanket, $250 Deductible		

Description of Operations/Locations/Vehicles/Special Items: Certificate Holder is added as an additional insured to the extent permitted by the laws of the State of WV and only in respect to claims or actions arising from or in connection with negligent acts of the County, its employees agents or officials.

CERTIFICATE HOLDER

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
180 ASSOCIATION DRIVE
CHARLESTON, WV 25311

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Carol Jordan

20931

RECEIVED

OCT 4 2009

THRASHER ENGINEERING, INC.

Ken M
Clay R.
Neva
Dan F

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street SE
Charleston, WV 25304
Phone: (304) 926-0495
Fax: (304) 926-0496

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

October 1, 2009

Bob Metzer, Chairman
Canaan Valley PSD
P.O. Box 428
Davis, WV 26260

RE: Canaan Valley PSD
Wastewater Collection
and Treatment System
SRF No. C-544446

Dear Mr. Metzer:

The plans and specifications for the above referenced project are hereby approved.

This approval DOES NOT constitute authority to advertise for bids. You will be advised by separate letter from this agency as to when such an advertisement can be initiated.

Please be advised it will be necessary to issue an addendum to the contract documents prior to opening of bids to include the current State and Federal Labor Wage Determinations. This and all addenda and revisions to the contract documents must be telefaxed to this office for approval and issued to plan holders five (5) days prior to bid opening. Failure to submit addenda in a timely manner will automatically nullify approval to open bids. Any addenda issued inside the five (5) day period prior to the bid opening must include an automatic extension to the bid opening date of a minimum of seven (7) days.

If any questions arise, please contact Robert Coontz, P.E. at (304) 457-4588, ext.3209.

Sincerely,

Mike Johnson

Mike Johnson, P. E.
Program Manager
Clean Water SRF Program

MJ/rc

cc: Ken Moran, P.E., Thrasher Engineering, Inc.,

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

Robert Metzger, Chairman of Board
Canaan Valley Public Service District
PO Box 428
Davis, WV 26260

JUN 0 3 2009

Re: FY2005/2006 Appropriations Act Grant
to Canaan Valley Public Service District

Dear Mr. Metzger:

As requested, this is to notify the Canaan Valley Public Serve District about the availability of Federal grant funds for the Fiscal Year 2009, as part of the budget for the Environmental Protection Agency (EPA).

The EPA section of the Consolidated Appropriations Act of 2005 (Public Law 108-447) made available $1,770,500 to the Canaan Valley Institute to work in conjunction with the Highlands Action Program for an innovative wastewater demonstration program in Canaan Valley in Tucker County, West Virginia. The EPA section of *Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2006, and for other purposes* (Public Law 109-54) made available $955,600 to the Canaan Valley Institute for the WV Canaan Valley Decentralized Wastewater System.

On April 14, 2009 an administrative change was approved that makes the above funds available for award to the Canaan Valley Public Service District.

If you have any questions, please fell free to contact me at (215) 814-5779.

Sincerely,

Ramon Albizu, Project Officer
Office of Infrastructure and Assistance

EXHIBIT
2

Enclosure

cc: Kiena Smith, Executive Director, CVI

Printed on 100% recycled/recyclable paper with 100% post-consumer fiber and process chlorine free.
Customer Service Hotline: 1-800-438-2474

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MEMORANDUM), dated this 2nd day of December, 2008, by and between the Canaan Valley Institute (Institute) and the Canaan Valley Public Service District (District) [hereinafter referred to jointly as "sponsors"].

WHEREAS, it has been undertaken by these parties by this Memorandum of Understanding to unite as the local sponsors in their desire to cooperate with each other on a basis of mutual advantage and consolidated functions, which will result in the most economic and expeditious construction and implementation of the Canaan Valley Wastewater Treatment Project [hereinafter referred to as the "Project"], located within Tucker County, West Virginia, and within the designated jurisdiction of the District;

WHEREAS the Institute has been successful in obtaining partial funding to construct the Project in the form of a State and Tribal Assistance Grant [hereinafter referred to as "STAG"] earmarks in EPA fiscal year 2005 (line item number 442) and fiscal year 2006 (line item number 254) appropriation acts;

WHEREAS the formation of the District was authorized by the West Virginia Public Service Commission on April 27, 2007;

WHEREAS the District will obtain partial funding to construct the Project from the West Virginia Infrastructure and Jobs Development Council, and from the WV Department of Environmental Protection. As the District can construct the Project and provide wastewater treatment service to the area, it is in the best interest of both of these parties and the public good that this project be developed and completed; and

WHEREAS the Project administration will be simplified, if the District receives all funding needed to construct the project.

WITNESSETH:

The parties hereto do mutually covenant and agree as follows:

1. Canaan Valley Institute removes itself as the recipient of the STAG funding.
2. The District will become the recipient of the STAG funding.
3. Following completion of the Project, the District will operate and maintain all project components.
4. The Institute shall be notified of and may attend all meetings held in regard to the Project prior to Project completion.
5. The initial period of the Memorandum executed herein shall be in effect from the date signed by both sponsors until all phases of the Project construction are completed. The memorandum shall further be renewable thereafter, as deemed necessary by all sponsors.

6. To the extent any further agreements supplementing this document may be required by any governmental agency or regulatory authority having jurisdiction over the Project or its funding, the parties mutually agree to cooperate and enter such agreements in good faith.

This instrument is executed by the duly authorized representative of the respective parties set forth below.

Canaan Valley Institute

By: Kiera L. Smith

Its duly authorized representative

Canaan Valley Public Service District

By: Robert Metzger

Its duly authorized representative

Acknowledgement

State of West Virginia

County of Tucker, to-wit:

Paula Worden a notary public in and for the foregoing State and County does hereby certify that Kiera Smith & Robert Metzger acknowledged his/her signature on the forgoing document on behalf of Canaan Valley Institute as the act and deed of said corporation this 2nd day of December, 2008, before me in my said county.

Paula K. Worden

Notary Public

Affix notary seal here:

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
PAULA K. WORDEN
HC 66, BOX 12A
DRY FORK, WV 26263
My commission expires December 17, 2017

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
The Curtis Center
Suite 140 South
Independence Square West
Philadelphia, Pennsylvania 19106-3323

In reply refer to:
Investment No. 01-79-08800

NOV 0 5 2009

Mr. Robert Metzger, President
Canaan Valley Public Service District
P. O. Box 428
Davis, West Virginia 26260

Dear President Metzger:

I am pleased to inform you that the Department of Commerce's Economic Development Administration (EDA) has approved your application for a $4,000,000 EDA investment to assist in the installation of a new waste water treatment plant facility and lines damaged by storms to allow additional light industrial, engineering and technology, healthcare, biometric, and entrepreneurial related facilities to locate in this area.

Enclosed are three signed copies of the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned to Willie C. Taylor, Regional Director, Philadelphia Regional Office, the Curtis Center, Suite 140 South, 601 Walnut Street, Philadelphia, Pennsylvania 19106. If not signed and returned within 30 days of receipt, EDA may declare the Award null and void.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage

private sector collaboration and creation of higher-skill, higher wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your communities. Please address any questions you may have pertaining to the Financial Assistance Award to Mr. Stephen Grady, Acting South Atlantic Area Director at (215) 597-0642.

Sincerely,

Willie C. Taylor
Regional Director

Enclosures

TUCKER COUNTY COMMISSION
213 First Street
Parsons, WV 26287
Meeting Date: June 13, 2007 @ 9:00 AM

AGENDA

OPENING PRAYER – PLEDGE OF ALLEGIANCE

1. **CALL TO ORDER**
2. **READING – APPROVAL OF PREVIOUS MINUTES**
3. **AUDIENCE/GUESTS--** Jim Propst—OES Director
   Darla Stemple—E911 Director
   Mike Helmick—Hamrick PSD
   Bob Metzger—Canaan Valley PSD
   Allen Hile—Property and Ambulance Concerns

4. **CORRESPONDENCE –**

5. **UNFINISHED BUSINESS –**
   1. Appoint Belva Dilly and Robert Burns to the Tucker County Historic Landmark Commission
   2. Discuss/Approve Phone System for Magistrate Office
   3. Canaan Valley PSD Update

6. **NEW BUSINESS--**
   1. Approve Request from Hamrick PSD for Support in Reapplying for Small Cities Block Grant for Phase II of Blackman Heights Sewer Project
   2. Appoint David Downs to Tucker County Zoning Board of Appeals
   3. Discuss/Approve Request for Funds for Start UP of Canaan Valley PSD
   4. Approve Annual Renewal of Contract with Global Technologies for Computer Maintenance
   5. Discuss/Approve Interagency Radio Frequency Use Agreement
   6. Discuss/Approve Bid from Oval Construction to Renovate Courthouse Steps
   7. Approval for CAD Update
   8. Executive Session—Discuss Personnel Issues
   9. Budget Revision
   10. Approval of Erroneous Assessments
   11. Approval of Invoices for Payment

7. **COMMISSIONERS REPORTS--**
   1. Commissioner James C. Michael
   2. Commissioner David C. Leary
   3. Commissioner James T. Carr

8. *The next meeting of the Tucker County Commission will be June 27, 2007 @ 6:00 PM at the Tucker County Courthouse Courtroom in Parsons, WV.*

TUCKER COUNTY COMMISSION
REGULAR SESSION
JUNE 13, 2007
9:00 AM

The Tucker County Commission held its Regular Session of the County Commission Meeting on June 13, 2007 in the Tucker County Courthouse Courtroom at 9:00 AM.

In attendance were the following: Chris Michael, David Leary, Tom Carr, Mont Miller, Linda Eye, Connie Eye, Chris Stadleman, Amanda McCollam, Darla Stemple, Mike Helmick, Bob Metzger, Jack McGuigan, Elliot Ours, Cindy Phillips, Drew Brubaker, Ron Brubaker, Belva Dilly, Rob Burns and Allen Hile.

Immediately following opening prayer and pledge of allegiance, Chris Michael called this meeting to ORDER.

The minutes from the May 23, 2007 was approved with two corrections and motion was by Tom Carr, all in favor.

The minutes from the Special Meeting on May 31, 2007 at 8:00 AM was approved by motion Tom Carr, all in favor.

Audience and Guests:

Darla Stemple E911 Director discussed addressing project. Information has been uploaded to the WV SAMS Site. Since the website is slow, she is exploring the possibility of working off the website. There is a training class next Tuesday for everyone doing the addressing. Darla also requested approval to do a CAD update with addition of a couple NCIC modules to assist with running license

checks for a total cost of $21,950. This is in their budget and is a part of our 10-year plan. Motion by Carr to approve CAD update.

Mike Helmick of the Hamrick PSD requested Commission support in reapplying for a Small Cities Grant to apply for Phase II Blackman Flats Sewer Project. Carr made motion to approve the request.

Approval by Commission to give PSD $5,000.00

Bob Metzger Chairman of the Canaan Valley PSD requested the $5,000 that was already approved for the study by Thrasher Engineering and CVI would match the $5,000. He also requested another $5,000 for startup funds for the Canaan Valley PSD. They plan to use the Canaan Valley Fire Department building for their office space.

Allen Hile appeared before the Commission with concerns about the care his son received from EMS while being transported form Cortland Acres Nursing Home to Tucker Community Care. His son died while being transported. Did not have anyone on the ambulance that could do CPR. Tried to contact the Ambulance Authority and also requested he attend the next ambulance Authority meeting on June 20 at 5 PM in the Commission Conference room to express his concerns. Mr. Hile also had a question about the mineral rights on his property. My taxes are always paid in full, got permission to enter the highway, laid out a housing development, etc., in 1978. Seventeen years later I get a bill for $538.15. I paid the taxes after Mega Energy made the assessor put it back on the tax map. Just

get the run around in the Assessor's office. There is no breakdown of the taxes. Michael explained that he still owned the mineral rights unless he deeded them to someone else. Mont Miller tried to explain the situation to Mr. Hile. It was initially done as an easement to the road and was not deeded to the State Road and the Assessor took it off the books. Tax ticket covers minerals and property and is charged as one fee. If the property is sold, you have the option to sell with mineral rights and without mineral rights. When land is sold without mineral rights then there are two tax statements. One to the person that bought the property and one to the person that sold the property without mineral rights.

UNFINISHED BUSINESS:

Appointment of Belva Dilly to the Tucker County Historic Landmark Commission, by motion Carr all in favor.

Appointment of Robert Burns to the Tucker County Historic Landmark Commission, by motion Carr all in favor.

Phone System for Magistrate Office was tabled.

NEW BUSINESS:

Appointment of David Downs to ~~Tucker County~~ Canaan Valley Zoning Board of Appeals, motion by Leary, all in favor.

Approve Annual Renewal of Contract with Global Technologies for Computer Maintenance, by motion Leary all in favor.

Approve Interagency Radio Frequency Use Agreement, by motion Carr all in favor.

Commission approved bid for $45,500 form Oval Construction to complete the front step replacement of the Courthouse. Alternate bid of 75,200 to replace the rear steps was tabled.

Commission went into an executive session to discuss personnel issues at 9:45 by motion of Carr. Nothing resolved. Closed Executive Session at 10:20 AM by motion of Carr.

Approval of Budget Revision for 911 Director by motion Leary, all in favor

Approval of Erroneous Assessments #152, by motion Carr, all in favor.

Approval of Invoices for Payment, by motion Carr, all in favor.

COMMISSIONERS REPORTS:

The next Regular Scheduled Meeting will be June 27, 2007 at 6:PM in the Tucker County Courtroom.

Linda Eye for
Sherry L. Simmons, Tucker County Clerk

Approved: J C Michael

James "Chris" Michael, President
Tucker County Commission

CLOSED

R-07-17
Canaan Valley WV

Canaan Valley Institute

WORKING FOR THE SUSTAINABILITY OF THE MID-ATLANTIC HIGHLANDS SINCE 1995

Paid: CVI ck 17079
9/10/07
Cleared on 9/19/07

COPY

July 24, 2007

Robert Metzger
Canaan Valley Public Service District
PO Box 428
Davis, WV 26260

Re: Canaan Valley Decentralized Wastewater Engineering Design

Dear Mr. Metzger:

Canaan Valley Institute will provide funding in the amount of Five Thousand dollars and no cents ($5,000.00) to the Canaan Valley Public Service District (CVPSD) to be used for the sole purpose of paying for a decentralized wastewater engineering design for Canaan Valley.

CVPSD will be responsible for procuring engineering services and for adhering to state and federal guidelines in the procurement of those services. CVPSD will also provide a copy of the invoice for the engineering design services to CVI for our records.

Should you have any questions please contact Jeanne Boury at the main office or by email at jeanne.boury@canaanvi.org.

Yours truly,

Kiena L. Smith

Kiena L. Smith, Executive Director

Authorized by
Robert Metzger, Chairman
Canaan Valley Public Service District

I have read and agree to the terms of this Agreement Letter.

Signature 8-23-07 Date

Main Office
Buxton & Landstreet Building
Douglas Road
Thomas, WV 26292
304/463-4739
800/922-3601

Mailing Address
P.O. Box 673
Davis, WV 26260

WV Regional Office
One Creative Place
NorthGate Business Park
Charleston, WV 25311
304/345-4550
800/264-7042

www.canaanvi.org

BJ.

IC-2
(7/09)

GRANT AGREEMENT
(2007S-1007)

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), on behalf of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council") and the CANAAN VALLEY PUBLIC SERVICE DISTRICT (the "Governmental Agency").

RECITALS

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed $160,000 (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency 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 (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency'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 Governmental Agency hereby agree as follows:

TERMS

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Governmental Agency has received the prior written consent of the Council.

2. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority. Unless agreed to by the Council prior to the commencement of construction, the Grant shall be the last dollars expended on the Project.

3. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

4. The Authority shall wire the approved requisition amount using the wiring instructions provided in Exhibit A, unless the Council and Authority are provided replacement instructions in writing.

5. The Governmental Agency will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit B.

6. The Governmental Agency shall comply with and is bound by the Council's rules set forth as Title 167, Series 1 and more particularly Section 5.9 with respect to the sale of the Project.

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

8. The Governmental Agency shall list the Grant provided by the Authority and the Council 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.

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

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.

CANAAN VALLEY PUBLIC SERVICE DISTRICT

By: _____

Its: Chair

Date: September 22, 2009

(SEAL)

Attest:

Diane T. Beall

Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: _____

Its: Executive Director

Date: September 22, 2009

(SEAL)

Attest:

Carol A. Cummings

Its: Secretary-Treasurer

{C1602074.1}

[To Be Placed on Letterhead]

Exhibit A

Wiring Instructions

_____, 20__

Canaan Valley Public Service District
P. O. Box 428
Davis, West Virginia 26260

Payor:	West Virginia Water Development Authority
Source:	Grant Proceeds
Amount:	$_____
Date:	_____, 20__
Form:	Electronic Funds Transfer
Payee:	Canaan Valley Public Service District
Bank:	Grant County Bank
Bank Contact:	Brenda Wolford
Telephone:	304-866-4848
Routing No.:	052203046
Account No.:	6100723
Account Name:	Canaan Valley Public Service District Sewer Project

Exhibit B

Project Description

The Project consists of the construction of a backbone wastewater transmission and treatment system. The Grant will be used to acquire or obtain the requisite property interest in lands and rights of way for the Project; prior to the receipt of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia, that enables the Governmental Agency's attorney to provide the preliminary title required for the Project to go to bid. The Governmental Agency shall establish escrow accounts for the funds required for each voluntary seller of lands and/or rights of way and make payments into the court for condemnation proceedings for each non-voluntary property owner. If the Governmental Agency does not receive a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia or the Project is not constructed, the Governmental Agency agrees to return any money released from the escrow accounts and by the court to the Authority.

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information

CLOSING MEMORANDUM

To: **Financing Team**

From: **John C. Stump, Esquire**

Date: **January 22, 2010**

Re: **Canaan Valley Public Service District,**
P.O. Box 428, Davis, WV 26260
Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), and
Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA)

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1. DISBURSEMENTS TO THE CANAAN VALLEY PUBLIC SERVICE DISTRICT

A.

Payor:	West Virginia Department of Environmental Protection
Source:	Series 2010 A Bonds Proceeds
Amount:	$224,712
Form:	Wire
Payee:	Canaan Valley Public Service District
ABA #:	052203046
Account #:	61-00723
Bank:	Grant County Bank 3 North Main Street, Petersburg, WV 26847-0929
Contact:	Brenda Wolford, Manager 304.866.4848
Account:	Series 2010 Bonds Construction Trust Fund

B.

Payor:	West Virginia Department of Environmental Protection
Source:	Series 2010 B Bonds Proceeds
Amount:	$593,962
Form:	Wire
Payee:	Canaan Valley Public Service District
ABA #:	052203046
Account #:	61-00723
Bank:	Grant County Bank 3 North Main Street, Petersburg, WV 26847-0929
Contact:	Brenda Wolford, Manager 304.866.4848
Account:	Series 2010 Bonds Construction Trust Fund

State of West Virginia

WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1217
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

PRECLOSING ATTENDANCE LIST

Date 1/21/2010 Time _____ LGA Canaan Valley PSD Program CWSRF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Carol A. Cummings	WDA	304-558-3612	304-558-0299	ccummings@wvwda.org
Samuel Lee	Jackson Kelly PLLC	304.340.1318	304.340.1272	slee@jacksonkelly.com
Rose Brodersen	WV DEP	304 926 0499x1608	304 926 0496	Rosalie.M.Brodersen@wv.gov
John Stump	Steptoe & Johnson PLLC	304.353.8196	304.3558181	john.stump@steptoe-johnson.com

The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Robert Metzger Telephone 304.866.3433 E-Mail N/A

Address P.O. Box 428 Davis WV 26260

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the NonArbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code, 1986, as amended.

DEP PAYMENT REQUISITION FORM

JAN 13 2010

Rev 04/07/09

1. LOAN RECIPIENT/VENDOR:

NAME: Canaan Valley PSD

ADDRESS: P.O. Box 428

Davis, WV 26260

FEIN: 26-0599428

DUNS: 828996789

2. SRF #: C-544 446

3. INVOICE NUMBER: 1

4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)

FROM: (MO/DAY/YR) 11/1/09

TO: (MO/DAY/YR) 1/7/10

5. % of PHYSICAL CONSTRUCTION COMPLETION 0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY SRF	E) AGENCY USE ONLY ARRA
1) CONSTRUCTION	$ 3,314,391					
2) Reimbursements	$ -					
3) ENGINEERING						
a. Prelim	$ 110,000		110,000	110,000	110,000	-00
b. Basic Design	$ 370,000		370,000	370,000	19,125	350,875
b2. Basic Eng	$ 66,000		12,000 ~~66,000~~	12,000 ~~66,000~~	-00	12,000
c. Inspection	$ 218,000					
e. Special Serv	$ 226,000		142,303 ~~96,303~~	142,303 ~~96,303~~	6,803	135,500
f. Timberline	$ 100,000					
4) LEGAL	$ 60,000		39,707	39,707	33,431	6,276
5) ~~FISCAL~~ Accounting	$ 20,000		12,000	12,000	12,000	-00
6) ADMINISTRATIVE	$ -					
7) CONTINGENCY	$ 265,180					
8) PERMITS	$ 133,100		91,664	91,664	23,353	68,311
9) RESERVE FUND	$ -					
10) CLOSING COSTS	$ 41,000		$ 41,000	$ 41,000	20,000	21,000
11) SUBTOTAL	$ 4,923,671	$ -	$ 818,674	$ 818,674	224,712	593,962
12) LESS PREVIOUSLY PAID				$ -00	-00	-00
13) INVOICE AMOUNT				818,674	224,712	593,962

14) [signature] 1-7-2010

AUTHORIZED SIGNATURE — DATE

ROBERT METZGER

TYPED OR PRINTED NAME AND TITLE

15) [signature] 1-7-2010

PERSON PREPARING FORM SIGNATURE — DATE

Katy Mallory

TYPED OR PRINTED NAME AND TITLE

AGENCY USE ONLY:

THIS REQUEST APPROVED BY:

WV DEPARTMENT OF ENVIRONMENTAL PROTECTION

[signature] 1/13/10

PROJECT REVIEWER — DATE

[signature] 1/14/10

AUTHORIZED OFFICER — DATE

RF - 91

SWEEP RESOLUTION

Canaan Valley Public Service District

WHEREAS, Canaan Valley Public Service District (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes or will make monthly debt service payments on and transfers reserve funds for the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer, thereby eliminating delay in payments and lost checks;

WHEREAS, the Issuer finds and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic funds transfer with the State Treasurer sweeping the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1) Beginning December 1, 2011, the monthly debt service payments on and reserve funds for the Bonds, as set forth in Exhibit A, shall be made to the MBC by an electronic transfer, to the extent funds are available, by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) The Chairman, Secretary and Treasurer are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.

3) This resolution shall be effective immediately upon adoption.

Adopted this 7th day of January, 2010.

Chairman

American Recovery and Reinvestment Act of 2009 (ARRA)

Project Certification

Program: West Virginia Clean Water State Revolving Fund

Project: Canaan Valley PSD, Tucker County

Description:

Construction of two sewage treatment facilities which will eliminate five privately owned package sewage treatment plants. This initial project will provide sewage treatment service to 564 equivalent dwelling units within two specific areas in Canaan Valley, commonly known as the Timberline area and the Black Bear, Beaver Ridge, North Point and North Lakes areas.

Total Project Cost

$10,634,800

ARRA Assistance Provided

$1,958,455

I hereby certify that the above project has received the full review and vetting required by federal law and that the investment of federal and state funds in this infrastructure project is an appropriate use of taxpayer dollars.

This certification will be posted on the Governor's website and linked to the federal ARRA website www.recovery.gov

Randy C. Huffman, Cabinet Secretary

11/5/10
Date

west virginia department of environmental protection

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 16th day of April 2009

GENERAL ORDER NO. 182.09
Public Service Commission intended procedures concerning water and sewer projects that are funded with federal stimulus funds.

COMMISSION ORDER

Earlier this year, Congress enacted and the President signed the *American Recovery and Reinvestment Act of 2009*. Under this legislation, the State of West Virginia is to receive certain stimulus funds, a portion of which will be dedicated to the construction of water and sewer infrastructure. The Public Service Commission ("Commission") has received information from various funding agencies. The State Bureau for Public Health through its drinking water treatment revolving fund will have approximately $19.5 million for water projects. In addition, the State Department of Environmental Protection through the clean water state revolving fund will have approximately $61 million for sewer projects. Both of these state agencies have indicated that they intend to have the projects bid by August 2009 and contracts awarded by October 2009. In addition, certain other stimulus funds for water and sewer projects will be administered by the U.S. Department of Agriculture, Rural Utilities Service.

Although the Commission is not a funding source for the stimulus funds, it will nonetheless be called upon to process utility applications for certificates of public convenience and necessity ("certificates") to authorize the construction of stimulus-funded water and sewer projects. Given the aggressive schedule planned by the funding agencies, and the requirement in the federal law that water and sewer projects be "shovel ready," meaning under construction within a quick time line, the Commission intends to expedite these applications to the greatest extent possible consistent with existing State Law.

As a preliminary observation, the Commission would stress that applications must be complete and the statutory thirty-day notice to the public must be given at the outset of the application. Failure to file complete applications or failure to provide timely public notice will lead to delays in processing projects and jeopardize the ability to receive federal stimulus funds. The Commission anticipates that it will receive (i) new applications for water and sewer projects using federal stimulus funds, (ii) amendments to pending applications

containing some measure of federal stimulus funds, and (iii) petitions to reopen certificates already issued seeking to amend funding by including federal stimulus funds. The Commission issues this General Order to inform the public, regulated utilities, attorneys who practice before the Commission, funding agencies, and the staff of the Commission of its intended procedures and processes.

With respect to new stimulus project applications, the Commission intends that applicants and Staff observe the following procedures. At the outset, the Commission again stresses that it is essential that a utility project sponsor file a complete application and provide timely public notice of its application.

1. Staff assigned to the case should immediately review the filing to determine if it is complete. The Initial Joint Staff Memorandum should be filed within ten days.[1]

2. If the filing is complete and does not require an increase in rates for the project, Staff should file its Final Joint Staff Memorandum in thirty-five days which allows for the protest period assuming the applicant has timely published notice.

3. If the filing is complete and includes a proposed increase in rates for the project, Staff may deem it necessary to file a data request for items needed to complete the review and make a final Staff recommendation. This data request should be filed within ten days. The applicant should expedite its response to Staff's requests and Staff should file its Final Joint Staff Memorandum within forty-five to sixty days

4. If the filing is not complete, irrespective of whether or not the application seeks an increase in rates, Staff should file a data request, if necessary, for the items needed to complete the review and make a final Staff recommendation. This data request should be filed within ten days. The applicant should expedite its responses to Staff's requests and Staff should file its Final Joint Staff Memorandum within forty-five to sixty days.

5. If rates are required for the project and a rate change has not been included with the application:

A. For municipalities, the processing time is out of the Commission's ability to control. Staff needs to determine where the municipality is in the ordinance process and what else is needed to process the case. This should all be part of the Initial Joint Staff Memorandum to let the Commission know if the case can be processed or needs dismissed. (Certificates and rate ordinances need to be coordinated for a municipal appeal.) Data requests should still be filed within the ten-day period.

---

[1] Days in this Order are calendar days. Filings due on weekends or holidays are due the next working day.

B. Public service districts ("districts") that need rates for the project can follow steps 1 and 3 or 4 above.

C. Districts that require rates outside of the project and are in default on bonds cannot move forward. Staff must address this in its initial memorandum.

5. For newly-filed water or sewer applications for certificates of convenience and necessity where the funding is described at the time of the filing as Stimulus Funding the Commission shall designate the filings as "SCN." The Commission, its Staff and Administrative Law Judges, will process those designated filings as expeditiously as possible.

The stimulus funds may be used to replace existing funding for projects that are ready to proceed, allowing the State of West Virginia to fund more projects than planned and provide an enhanced investment in water and sewer infrastructure to unserved and under-served areas of the State. To expedite the processing of projects that have already received a certificate and are eligible to receive stimulus funds, the Commission plans the following process and procedures:

6. In instances where municipalities or municipal water or sewer boards ("municipal utilities") have already been granted certificates, and in the event the municipality is awarded a stimulus assistance funding package to replace either existing grant or loan funding from another source, the municipal utility shall only be required to file with the Commission a letter from the funding agency that describes the change in the project funding. The filing will be treated as a closed entry by the Executive Secretary and the Commission anticipates no further action by the Commission.

7. Similarly, for districts that are awarded a stimulus assistance funding package equivalent to the existing grant money from another source, that has no impact on rates, the district shall only be required to file with the Commission a letter from the funding agency that describes the change in the project funding. The filing will be treated as a closed entry by the Executive Secretary and the Commission anticipates no further action by the Commission.

8. In the event that a district is awarded a stimulus assistance funding package and the benefit to the customers of such improved financing is lower project costs, the district will only be required to file a petition to reopen the original formal case granting the certificate in order that the Commission may review the rates established for the project.

The Commission will provide for such petitions to reopen to be handled in an expedited manner. To that end, the district will be required to file with its petition to reopen a letter from the funding agency that describes the change in project funding, specifically setting forth the newly-committed funding and an accompanying calculation by the district

of the impact to its rates together with supporting documentation. Upon the filing of this information, Staff will perform a review of the revised project funding and rate calculations and file a final recommendation with the Commission stating its recommended rates as soon as possible, but no later than ten days after receipt of the petition. The Commission will issue an order as soon thereafter as possible.

9. For districts that are awarded a stimulus assistance funding package to supplement funding to deal with a cost overrun in whole or part, that has no impact on rates, the district may utilize the enhanced funding to first fund any project alternatives that were reviewed as either deducts or adducts that were approved as a part of the original certificate, contingent upon funding, in order that all portions of the project can be constructed. In this event, the district shall be required to file with the Commission a letter from the funding agency that describes both the change in the project funding and also notes the deducts or adducts that will be funded for construction. The filing will be treated as a closed entry by the Executive Secretary and the Commission anticipates no further action on its part.

The issuance of these guidelines should expedite these projects and the continuing effort to provide quality water and sewer service throughout the State of West Virginia. The Commission understands that there will be instances and situations where events will disrupt these intended procedures; however, the Commission expects all parties to use their best efforts to process these cases in a timely manner. Finally, given the aggressive time frame contemplated by the funding agencies and the intent to have bids out by August 2009, project applications should be filed no later than June 1, 2009, to avoid jeopardizing the timely consideration of those applications.

IT IS SO ORDERED.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission give public notice of this order in a manner deemed most efficient and appropriate.

A True Copy, Teste:

Sandra Squire
Executive Secretary

go18209c.wpd