

\$487,544

New Haven Public Service District
Funding Assistance (CWSRF)

Closing Date: January 28, 2014



JACKSONKELLYSM
ATTORNEYS AT LAW PLLC

NEW HAVEN PUBLIC SERVICE DISTRICT
FUNDING ASSISTANCE (WEST VIRGINIA CWSRF PROGRAM)

Closing Date: January 28, 2014

TRANSCRIPT OF PROCEEDINGS

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State of West Virginia
WATER DEVELOPMENT AUTHORITY
 1009 Bullitt Street, Charleston, WV 25301
 (304)414-6500 -- (304)414-0865 (Fax)
 Internet: www.wvwda.org -- Email: contact@wvwda.org

Date 1/27/14 Time 2:00 LGA New Haven PSD Program CW

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Heila Miller	WDA	304-414-6500	304-414-0865	smiller@wvwda.org
Reuben Bodeman	WV DEP	304 926 0499 x1608	304 926 0496	reuben.bodeman@wv.gov
Spume Cole	Traders-Kelly OMC	304 340 1318	304 340 1272	Spume@traderskelly.com

The Authority requests that they 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 Kevin Hayes, Chair Telephone 304.663.6230 E-Mail KevinHayes06@yahoo.com
 Address 84 Tarnett Court, Fayetteville, WV 25840

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 Non-Arbitrage 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.

Aug 2000

BEFORE THE PUBLIC SERVICE BOARD OF
AMES PUBLIC SERVICE DISTRICT

RESOLUTION APPROVING PLAN TO NOTIFY CURRENT CUSTOMERS OF AMES PUBLIC SERVICE DISTRICT OF LIMITED SERVICE LINE REPLACEMENT PLAN; AUTHORIZING NOTICE OF SUCH PLAN TO BE DISTRIBUTED TO CUSTOMERS OF AMES PUBLIC SERVICE DISTRICT; AUTHORIZING THE IMPOSITION OF A PAYMENT PLAN ON CERTAIN AMES PUBLIC SERVICE DISTRICT CUSTOMERS AFTER THE EFFECTIVE DATE OF THE MERGER OF AMES PUBLIC SERVICE DISTRICT WITH AND INTO NEW HAVEN PUBLIC SERVICE DISTRICT; PROVIDING NOTICE OF DELINQUENCIES TO NEW HAVEN PUBLIC SERVICE DISTRICT; AND PROVIDING FOR USE OF BALANCE OF AMES PUBLIC SERVICE DISTRICT FUNDS.

WHEREAS, New Haven Public Service District ("New Haven") is participating in the construction of a regional water project in Fayette County, West Virginia (the "Project");

WHEREAS, the County Commission of Fayette County (the "County Commission") has proposed the merger of Ames Public Service District ("Ames") with and into New Haven for the purpose of extending water service from the Project to the Ames Heights area (the "Merger");

WHEREAS, although the Merger was approved by the County Commission on August 3, 2000, the Merger will not be effective until it is approved by the Public Service Commission of West Virginia (the "Commission");

WHEREAS, New Haven anticipates constructing new water distribution lines in the Ames area prior to approval of the Merger;

WHEREAS, the location of the new water distribution lines may necessitate the replacement of the service lines of certain Ames customers;

WHEREAS, certain Ames customers whose service lines must be replaced may be delinquent in their water payments to Ames (if any, the "Delinquent Ames Customers"), and the Public Service Board of Ames desires that any Delinquent Ames Customers be required to enter into a payment plan with New Haven or its agent and to have their service lines replaced from a source other than funds of Ames;

WHEREAS, Public Service Commission rules nonetheless require that all customers whose existing points of service will be moved have their service lines replaced, even if their accounts are delinquent, and New Haven and West Virginia-American Water Company (the "Company") will be required to replace them;

WHEREAS, engineers for New Haven, in cooperation with Ames and the Company, have developed a plan (the essential terms of which are summarized in Exhibit A hereto) (the "Plan") to address the need to replace those service lines; and

WHEREAS, the Public Service Board of Ames approves the Plan and desires to authorize New Haven or its agent to distribute notice of the Plan in substantially the form attached hereto as Exhibit A to Ames customers.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF AMES PUBLIC SERVICE DISTRICT AS FOLLOWS:

1. Ames hereby approves the Plan and authorizes New Haven or its agent to distribute a notice in substantially the form attached hereto as Exhibit A to the current customers of Ames.

2. Ames will pay from its existing funds the cost of those customers who qualify for service line replacement under the Plan if those customers are current in their water bills to Ames. If there are any customers who qualify for service line replacement under the Plan and who do not are not current in their water bills to Ames, either New Haven or its agent will replace their service lines.

3. Ames pledges its continued cooperation with the Company and New Haven in the execution and implementation of the Plan.

4. On or before the Effective Date of the Merger, Ames will request that New Haven, in cooperation with the Company, impose a payment plan on the Ames customers with delinquent accounts with Ames, whether or not they must have their service lines replaced under the Plan. Ames will provide detailed information on the delinquencies to the Company or New Haven.

5. If there are any funds available to Ames after Ames pays for service line replacement as described in Section 2 hereof, Ames will formally recommend to the Fayette County Commission that the balance be devoted to a specified charitable purpose.

6. This Resolution shall be effective immediately upon adoption.

DATED this 7th day of August, 2000.

NEW HAVEN PUBLIC SERVICE DISTRICT

Paul L. ...
Chairman, Public Service Board

[Signature]
Secretary

**PLAN FOR SELECTED REPLACEMENT OF SERVICE LINES
ON CONSTRUCTION OF NEW DISTRIBUTION SYSTEM**

In August 2000, Bill Enyart & Sons, Inc., is expected to begin construction of a new water distribution system in the Ames Heights area for New Haven Public Service District. Stafford Consultants, Inc., has been working with customers to flag the locations for new meter boxes. Stafford has attempted, in most instances, to locate the meter box near your existing service line when the new distribution line is located on the same side of your dwelling as your existing service line.

Please review the proposed location of the new meter box (marked by the yellow flag) in relation to the location of your existing service line. If the yellow flag is more than five feet from your existing service line, Stafford will move the flag so that it is located within five feet. This will allow the contractor to connect the existing service line to the meter box without the need to replace the service line. If your flag is more than five feet from your service line, please call Ed Shutt or Cathy Durham at 304/425-9555 or call and leave a message for Clyde King at 304/658-5304 and provide the user number written on the flag.

If your existing service line is on the opposite side of your dwelling from the yellow flag, please locate your existing service line and call Clyde King at 304/658-5304. He will help you to determine a suitable location for the construction of a new service line from the meter box to the nearest point of your existing service line. This work will be performed by New Haven PSD or its agent at no cost to you. You will be required to sign a temporary construction easement to complete this work.

Whether the meter box is connected to your existing service line or a new service line, you will own the service line, just as you do now. New Haven PSD will not assume any ongoing responsibility to maintain or repair the service line.

This program is not intended to replace deteriorating or defective service lines or house plumbing. The water quality and operating pressures in the new distribution system will be higher than the Ames PSD system. If your existing service line is deteriorating or defective, you may want to install a new one, since you will be responsible to pay for all water which runs through the meter, even if there is a leak in your service line.

Ames PSD believes that those customers who have not been paying their water bills should not receive new service lines. Therefore, Ames PSD will only replace the service lines of customers in good standing. However, Public Service Commission regulations require that all qualifying customers receive new service lines, not just those who are current in their water payments. If you qualify to have your service line replaced and if you still owe any water bills from December 1996 through today, New Haven PSD or its agent will pay for your new service line. However, you will be required to pay all of your

delinquent water bills or to enter into a payment plan with New Haven. If you do not, you will not receive water service when the new water distribution system becomes operational. Ames PSD soon will be providing its books of account showing delinquencies since December 1996 to New Haven. If you receive notice of a delinquency, we urge you to pay it or to enter into a payment plan.

Ames PSD will be merged into New Haven PSD as part of the Fayette County Regional Water Plan. If you have any further questions, please contact _____ at _____.

Chairman, New Haven Public Service District

7/14/00

AT A SPECIAL SESSION OF THE COUNTY COMMISSION OF FAYETTE COUNTY, WEST VIRGINIA, CONTINUED AND HELD FOR SAID COUNTY AT THE COURTHOUSE THEREOF ON FRIDAY, THE 14TH DAY OF JULY, 2000, A.D.

MEMBERS: GENE CARTE, JR., PRESIDENT and JOHN L. WITT, JR. and JOHN H. LOPEZ, COMMISSIONERS OF THE COUNTY

ORDER PROPOSING THE MERGER OF AMES PUBLIC SERVICE DISTRICT WITH AND INTO NEW HAVEN PUBLIC SERVICE DISTRICT; DESCRIBING THE PROPOSED SERVICE TERRITORY OF THE MERGED DISTRICT; SCHEDULING A HEARING ON THE PROPOSED MERGER; AND PROVIDING FOR THE PUBLICATION, POSTING AND NOTIFICATION TO THE PUBLIC SERVICE COMMISSION THEREOF.

WHEREAS, Ames Public Service District ("Ames") is a public service district created by order of the County Commission of Fayette County, West Virginia (the "County Commission") as a public service district with both water and sewer authority;

WHEREAS, New Haven Public Service District ("New Haven") is a public service district created by order of the County Commission as a public service district with both water and sewer authority;

WHEREAS, Ames is situated entirely within the service territory of New Haven;

WHEREAS, New Haven and West Virginia-American Water Company (the "Company") have cooperated with the County Commission in the development, acquisition and construction of a regional water project known as the Fayette Plateau Regional Water Project (the "Project");

WHEREAS, New Haven and the Company propose to extend new water distribution lines to the area of Ames Heights, Fayette County and to provide finished water to current customers of Ames from the new water treatment plant being constructed as part of the Project (the "New Plant"); and

WHEREAS, in order to permit New Haven and the Company to extend water distribution lines and water from the New Plant to the Ames Heights area, it is necessary and desirable to merge Ames with and into New Haven (the "Proposed Merger").

NOW, THEREFORE, it is ORDERED by The County Commission of Fayette County, West Virginia as follows:

1. The County Commission hereby finds and determines that the Proposed Merger will be conducive to the preservation of public health, comfort and convenience of the citizens of Fayette County, and in particular the citizens of the Ames Heights area.

2. The County Commission, on its own motion and subject to approval of the Public Service Commission of West Virginia (the "PSC"), proposes the merger of Ames with and into New Haven, with the resulting service territory of New Haven to be particularly described as follows:

Beginning at the south west corner of the Mossy Public Service District system, said point having a latitude of $37^{\circ}57'27''$ and longitude of $81^{\circ}17'54''$; thence running with the Mossy Public Service District boundary due north 2.5 miles to a point; thence running due east 6.0 miles to a point on the eastern slope of Lick Fork Ridge;

Thence departing the Mossy Public Service District boundary and extending 1.51 miles to a point along the Page-Kincaid Public Service District boundary, having a latitude of $N 38^{\circ}00'17''$ and a longitude of $W 81^{\circ}10'18''$; thence following the Page-Kincaid boundary North 0.88 miles to a point having a latitude of $N 38^{\circ}01'03''$ and a longitude of $W 81^{\circ}10'18''$; thence following the Page-Kincaid Public Service District boundary $N 45^{\circ}00' W 1.04$ miles to a point having a latitude of $N 38^{\circ}01'41''$ and a longitude $W 81^{\circ}11'06''$ which is a point on the boundary between the Plateau and New Haven Magisterial Districts; thence following the Page-Kincaid Public Service District and the said Magisterial boundary 0.83 miles to a point which is the common corner of the Valley Magisterial District, the Plateau Magisterial District and the New Haven Magisterial having a latitude of $N 38^{\circ}02'04''$ and a longitude of $W 81^{\circ}12'09''$; thence following the Page-Kincaid Public Service District boundary defined as the common boundary between the Valley Magisterial District and the New Haven Magisterial District northerly a distance of 3.68 miles to the beginning of the Beckwith Public Service District at a point known as Big Rock having a latitude of $38^{\circ}02'45''$ and a longitude of $81^{\circ}11'50''$;

Thence departing the Page-Kincaid Public Service District boundary and extending 7.0 miles Northeasterly along the

Beckwith Public Service District boundary, which is also the boundary between the Valley Magisterial and New Haven Magisterial Districts to the intersection of the said magisterial boundary with the centerline of the New River, said point being a common point with the existing Beckwith Public Service District and having a latitude of N 38°08'03" and a longitude of W 81°09'03";

Thence departing the Beckwith Public Service District boundary and extending along the New Haven Public Service District boundary, which is also the boundary between said Valley and New Haven Magisterial Districts, 5.68 miles to a point in Route 60/3 having a latitude of N 38°08'07" and a longitude of W 81°05'26"; thence in a northeasterly direction 4.36 miles continuing with the said district boundary line to a point in the Ganley River, which is in the boundary of Nicholas County, having a latitude of N 38°11'45" and a longitude of W 81°04'29"; Thence in an easterly direction 26.90 miles with the existing boundary of New Haven Public Service District, which is also the Gauley River and the boundary of Nicholas County to a point having a latitude of N 38°06'12" and a longitude of W 80°52'56", which is the common point between Fayette, Nicholas and Greenbrier Counties; thence in a southerly direction 11.00 miles with the boundary of the New Haven Public Service District, also the boundary of Greenbrier County to a point, having a latitude of N 38°02'03" and a longitude of W 80°49'47"; thence west 10.98 miles leaving the Meadow River and the Greenbrier County Line, and running with the existing New Haven Public Service District boundary to a point in the New River having a latitude of N 38°02'30" and a longitude of W 81°01'53";

Thence departing the existing New Haven Public Service District boundary and running 10.03 miles with the New River in a southerly direction to a point in the New River at the mouth of Dunloup Creek having a latitude of N 37°57'17" and a longitude of W 81°04'38"; thence extending 12.09 miles to the point of beginning.

The described revised New Haven Public Service District boundary will except the town limits of Fayetteville, the town limits of Ansted, the town limits of Oak Hill, Salem-Gatewood Public Service District, Arbuckle Public Service District and Wolfe Creek Public Service District.

On the Effective Date as defined in Section 3 hereof, the description of service territory in this Section 2 is intended to supersede and replace the various legal descriptions of New Haven's service territory in the prior orders of the County Commission.

3. The County Commission further proposes that the Proposed Merger become effective on the later to occur of the following dates (the "Effective Date"): (i) the date on which the PSC enters a final order approving the Proposed Merger, and (ii) the date on which the construction of the New Plant and the water distribution lines to serve Ames customers has been substantially completed and water service from the New Plant is available to the Ames customers.

4. At ³12:00 a.m. on ~~Thursday~~, August 3, 2000 at the hearing room of the County Commission in the Fayette County Courthouse, Fayetteville, West Virginia, the County Commission will hold a public hearing on the Proposed Merger, which hearing date is not more than forty days nor fewer than twenty days from the date of this Order. All persons residing in or owning or having any interest in property in the territory encompassed by the Proposed Merger shall have an opportunity to be heard for and against the Proposed Merger.

5. The Clerk of the County Commission of ^{Fayette} Cabell County (the "Clerk") is directed to cause notice of the hearing in substantially the form attached as Exhibit A hereto (with such minor or technical changes, if any, as the Clerk may deem necessary or convenient to effect the true intent of this Order) to be published as a Class I legal advertisement in compliance with W. Va. Code § 59-3-1, et seq., as amended, in The Fayette Tribune. The publication date for each such publication shall be at least ten days prior to the date set for the hearing.

6. The Clerk is further directed to cause notice of the hearing in substantially the form attached as Exhibit A (with such minor or technical changes, if any, as the Clerk may deem necessary or convenient to effect the true intent of this Order) to be posted in at least five conspicuous public places within the territory to be encompassed by the Proposed Merger. The posting shall occur at least ten days prior to the date set for the hearing.

7. The Clerk is further directed to provide the Executive Secretary of the PSC with a certified copy of this Order at least ten days before the hearing and to indicate in the accompanying letter the time and place of the hearing.

8. This Order shall become effective immediately upon entry.

Exhibit A

NOTICE OF HEARING ON THE PROPOSED MERGER OF
AMES PUBLIC SERVICE DISTRICT WITH AND INTO
NEW HAVEN PUBLIC SERVICE DISTRICT

On July 14, 2000, the County Commission of Fayette County (the "County Commission") proposed the merger of Ames Public Service District with and into New Haven Public Service District ("New Haven"). If the proposed merger is approved, New Haven's service territory will be particularly described as follows:

Beginning at the south west corner of the Mossy Public Service District system, said point having a latitude of $37^{\circ}57'27''$ and longitude of $81^{\circ}17'54''$; thence running with the Mossy Public Service District boundary due north 2.5 miles to a point; thence running due east 6.0 miles to a point on the eastern slope of Lick Fork Ridge;

Thence departing the Mossy Public Service District boundary and extending 1.51 miles to a point along the Page-Kincaid Public Service District boundary, having a latitude of $N 38^{\circ}00'17''$ and a longitude of $W 81^{\circ}10'18''$; thence following the Page-Kincaid boundary North 0.88 miles to a point having a latitude of $N 38^{\circ}01'03''$ and a longitude of $W 81^{\circ}10'18''$; thence following the Page-Kincaid Public Service District boundary $N 45^{\circ}00' W 1.04$ miles to a point having a latitude of $N 38^{\circ}01'41''$ and a longitude $W 81^{\circ}11'06''$ which is a point on the boundary between the Plateau and New Haven Magisterial Districts; thence following the Page-Kincaid Public Service District and the said Magisterial boundary 0.83 miles to a point which is the common corner of the Valley Magisterial District, the Plateau Magisterial District and the New Haven Magisterial having a latitude of $N 38^{\circ}02'04''$ and a longitude of $W 81^{\circ}12'09''$; thence following the Page-Kincaid Public Service District boundary defined as the common boundary between the Valley Magisterial District and the New Haven Magisterial District northerly a distance of 3.68 miles to the beginning of the Beckwith Public Service District at a point known as Big Rock having a latitude of $38^{\circ}02'45''$ and a longitude of $81^{\circ}11'50''$;

Thence departing the Page-Kincaid Public Service District boundary and extending 7.0 miles Northeastly along the Beckwith Public Service District boundary, which is also the boundary between the Valley Magisterial and New Haven Magisterial Districts to the intersection of the said magisterial boundary with the centerline of the New River, said point being a common point with the existing Beckwith Public Service District and having a latitude of N 38°08'03" and a longitude of W 81°09'03";

Thence departing the Beckwith Public Service District boundary and extending along the New Haven Public Service District boundary, which is also the boundary between said Valley and New Haven Magisterial Districts, 5.68 miles to a point in Route 60/3 having a latitude of N 38°08'07" and a longitude of W 81°05'26"; thence in a northeasterly direction 4.36 miles continuing with the said district boundary line to a point in the Gauley River, which is in the boundary of Nicholas County, having a latitude of N 38°11'45" and a longitude of W 81°04'29"; Thence in an easterly direction 26.90 miles with the existing boundary of New Haven Public Service District, which is also the Gauley River and the boundary of Nicholas County to a point having a latitude of N 38°06'12" and a longitude of W 80°52'56", which is the common point between Fayette, Nicholas and Greenbrier Counties; thence in a southerly direction 11.00 miles with the boundary of the New Haven Public Service District, also the boundary of Greenbrier County to a point, having a latitude of N 38°02'03" and a longitude of W 80°49'47"; thence west 10.98 miles leaving the Meadow River and the Greenbrier County Line, and running with the existing New Haven Public Service District boundary to a point in the New River having a latitude of N 38°02'30" and a longitude of W 81°01'53";

Thence departing the existing New Haven Public Service District boundary and running 10.03 miles with the New River in a southerly direction to a point in the New River at the mouth of Dunloup Creek having a latitude of N 37°57'17" and a longitude of W 81°04'38"; thence extending 12.09 miles to the point of beginning.

The described revised New Haven Public Service District boundary will except the town limits of Fayetteville, the town limits of Ansted, the town limits of Oak Hill, Salem-Gatewood Public Service District, Arbuckle Public Service District and Wolfe Creek Public Service District.

The County Commission will hold a public hearing on the proposed merger at 10:00 a.m. on Thursday, August 3, 2000 in the County Commission hearing room in the Fayette County Courthouse, Fayetteville, West Virginia. All persons residing in or owning or having any interest in property in the territory encompassed by the merged service territory of New Haven shall have an opportunity to be heard for and against the proposed merger.

\s\ Kelvin Holliday
Clerk of the County Commission of
Fayette County, West Virginia

7/2000

NOTICE OF HEARING ON THE PROPOSED MERGER OF
AMES PUBLIC SERVICE DISTRICT WITH AND INTO
NEW HAVEN PUBLIC SERVICE DISTRICT

On July 14, 2000, the County Commission of Fayette County (the "County Commission") proposed the merger of Ames Public Service District with and into New Haven Public Service District ("New Haven"). If the proposed merger is approved, New Haven's service territory will be particularly described as follows:

Beginning at the south west corner of the Mossy Public Service District system, said point having a latitude of $37^{\circ}57'27''$ and longitude of $81^{\circ}17'54''$; thence running with the Mossy Public Service District boundary due north 2.5 miles to a point; thence running due east 6.0 miles to a point on the eastern slope of Lick Fork Ridge;

Thence departing the Mossy Public Service District boundary and extending 1.51 miles to a point along the Page-Kincaid Public Service District boundary, having a latitude of $N 38^{\circ}00'17''$ and a longitude of $W 81^{\circ}10'18''$; thence following the Page-Kincaid boundary North 0.88 miles to a point having a latitude of $N 38^{\circ}01'03''$ and a longitude of $W 81^{\circ}10'18''$; thence following the Page-Kincaid Public Service District boundary $N 45^{\circ}00' W 1.04$ miles to a point having a latitude of $N 38^{\circ}01'41''$ and a longitude $W 81^{\circ}11'06''$ which is a point on the boundary between the Plateau and New Haven Magisterial Districts; thence following the Page-Kincaid Public Service District and the said Magisterial boundary 0.83 miles to a point which is the common corner of the Valley Magisterial District, the Plateau Magisterial District and the New Haven Magisterial having a latitude of $N 38^{\circ}02'04''$ and a longitude of $W 81^{\circ}12'09''$; thence following the Page-Kincaid Public Service District boundary defined as the common boundary between the Valley Magisterial District and the New Haven Magisterial District northerly a distance of 3.68 miles to the beginning of the Beckwith Public Service District at a point known as Big Rock having a latitude of $38^{\circ}02'45''$ and a longitude of $81^{\circ}11'50''$;

Thence departing the Page-Kincaid Public Service District boundary and extending 7.0 miles Northeasterly along the Beckwith Public Service District boundary, which is also the boundary between the Valley Magisterial and New Haven Magisterial Districts to the intersection of the said magisterial boundary with the centerline of the New River, said point being a common point with the existing Beckwith Public Service District and having a latitude of N 38°08'03" and a longitude of W 81°09'03";

Thence departing the Beckwith Public Service District boundary and extending along the New Haven Public Service District boundary, which is also the boundary between said Valley and New Haven Magisterial Districts, 5.68 miles to a point in Route 60/3 having a latitude of N 38°08'07" and a longitude of W 81°05'26"; thence in a northeasterly direction 4.36 miles continuing with the said district boundary line to a point in the Gauley River, which is in the boundary of Nicholas County, having a latitude of N 38°11'45" and a longitude of W 81°04'29"; Thence in an easterly direction 26.90 miles with the existing boundary of New Haven Public Service District, which is also the Gauley River and the boundary of Nicholas County to a point having a latitude of N 38°06'12" and a longitude of W 80°52'56", which is the common point between Fayette, Nicholas and Greenbrier Counties; thence in a southerly direction 11.00 miles with the boundary of the New Haven Public Service District, also the boundary of Greenbrier County to a point, having a latitude of N 38°02'03" and a longitude of W 80°49'47"; thence west 10.98 miles leaving the Meadow River and the Greenbrier County Line, and running with the existing New Haven Public Service District boundary to a point in the New River having a latitude of N 38°02'30" and a longitude of W 81°01'53";

Thence departing the existing New Haven Public Service District boundary and running 10.03 miles with the New River in a southerly direction to a point in the New River at the mouth of Dunloup Creek having a latitude of N 37°57'17" and a longitude of W 81°04'38"; thence extending 12.09 miles to the point of beginning.

The described revised New Haven Public Service District boundary will except the town limits of Fayetteville, the town limits of Ansted, the town limits of Oak Hill, Salem-Gatewood Public Service District, Arbuckle Public Service District and Wolfe Creek Public Service District.

The County Commission will hold a public hearing on the proposed merger at a special meeting of the County Commission at 10:30 a.m. on Thursday, August 3, 2000 in the County Commission hearing room in the Fayette County Courthouse, Fayetteville, West Virginia. All persons residing in or owning or having any interest in property in the territory encompassed by the merged service territory of New Haven shall have an opportunity to be heard for and against the proposed merger.

ls\ Kelvin Holliday
Clerk of the County Commission of
Fayette County, West Virginia

BEFORE THE COUNTY COMMISSION OF FAYETTE COUNTY

A RESOLUTION AND ORDER EXPANDING THE NEW HAVEN PUBLIC SERVICE DISTRICT AND MERGING BECKWITH PUBLIC SERVICE DISTRICT AND MOSSY PUBLIC SERVICE DISTRICT INTO NEW HAVEN PUBLIC SERVICE DISTRICT TO BE KNOWN AS "NEW HAVEN PUBLIC SERVICE DISTRICT" FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, OPERATING, MAINTAINING AND IMPROVING A PUBLIC WATER SYSTEM OR PUBLIC SEWAGE SYSTEM, OR BOTH, FOR THE RESIDENTS OF THE SERVICE AREAS OF THESE UNINCORPORATED COMMUNITIES OF FAYETTE COUNTY.

WHEREAS, the County Commission of Fayette County, West Virginia, did heretofore, by Resolution and Order adopted on January 15, 1998, propose the expansion of New Haven Public Service District and the merger of Beckwith Public Service District and Mossy Public Service District into New Haven Public Service District;

WHEREAS, by said January 15, 1998, Resolution and Order, the County Commission of Fayette County did set a hearing on the proposed expansion of New Haven Public Service District and the merger of Beckwith Public Service District and Mossy Public Service District into New Haven Public Service District; filed with the Clerk of the County Commission of Fayette County a copy of the Resolution and Order; notified the Clerk of the County Commission of Fayette County of the date, time, location, and purpose of said hearing; required notice of said hearing be given by Class I legal publication in Fayette County; and required the Clerk of the County Commission of Fayette County to cause a copy of the Resolution and Order to be filed with the Executive Secretary of the Public Service Commission;

WHEREAS, notice of the February 4, 1998, hearing has been given in the manner provided and required by said Resolution and Order and by West Virginia Code §16-13A-2, and all interested parties have been afforded an opportunity of being heard for and against the expansion of New Haven Public Service District and the merger of Beckwith Public Service District and Mossy Public Service District into New Haven Public Service District, but no written protest has been filed by the requisite number of qualified voters registered and residing within the existing boundaries of the Districts, and said County Commission has given due consideration to all matters for which such hearing was offered; and

WHEREAS, it is now deemed desirable by said County Commission to adopt a Resolution and Order, subject to the approval of the Public Service Commission of West Virginia, expanding New Haven Public Service District and merging Beckwith Public Service District and Mossy Public Service District into New Haven Public Service District, for the preservation of the public health, comfort, and convenience for the areas presently served by the Districts.

NOW, THEREFORE, BE IT, AND IT IS, HEREBY, RESOLVED AND ORDERED by the County Commission of Fayette County as follows:

- 1. That the County Commission of Fayette County, West Virginia, upon its own motion, subject to the approval of the Public Service Commission of West Virginia, expands New Haven Public Service District and merges Beckwith Public Service District and Mossy Public Service District into New Haven Public Service District.

The service area of the expanded and merged New Haven Public Service District

shall be particularly defined as follows:

Beginning at the south west corner of the Mossy Public Service District system, said point having a latitude of $37^{\circ}57'27''$ and longitude of $81^{\circ}17'54''$; thence running with the Mossy Public Service District boundary due north 2.5 miles to a point; thence running due east 6.0 miles to a point on the eastern slope of Lick Fork Ridge;

Thence departing the Mossy Public Service District boundary and extending 1.51 miles to a point along the Page-Kincaid Public Service District boundary, having a latitude of $N 38^{\circ}09'17''$ and a longitude of $W 81^{\circ}19'18''$; thence following the Page-Kincaid boundary North 0.83 miles to a point having a latitude of $N 38^{\circ}01'03''$ and a longitude of $W 81^{\circ}19'18''$; thence following the Page-Kincaid Public Service District boundary $N 45^{\circ}00' W 1.04$ miles to a point having a latitude of $N 38^{\circ}01'41''$ and a longitude $W 81^{\circ}11'06''$ which is a point on the boundary between the Plateau and New Haven Magisterial Districts; thence following the Page-Kincaid Public Service District and the said Magisterial boundary 0.83 miles to a point which is the common corner of the Valley Magisterial District, the Plateau Magisterial District and the New Haven Magisterial having a latitude of $N 38^{\circ}02'04''$ and a longitude of $W 81^{\circ}12'09''$; thence following the Page-Kincaid Public Service District boundary defined as the common boundary between the Valley Magisterial District and the New Haven Magisterial District northerly a distance of 3.63 miles to the beginning of the Beckwith Public Service District at a point known as Big Rock having a latitude of $38^{\circ}02'45''$ and a longitude of $81^{\circ}12'50''$;

Thence departing the Page-Kincaid Public Service District boundary and extending 7.0 miles northeasterly along the Beckwith Public Service District boundary, which is also the boundary between the Valley Magisterial and New Haven Magisterial Districts to the intersection of the said magisterial boundary with the centerline of the New River, said point being a common point with the existing Beckwith Public Service District and having a latitude of $N 38^{\circ}08'03''$ and a longitude of $W 81^{\circ}09'03''$;

Thence departing the Beckwith Public Service District boundary and extending along the New Haven Public Service District boundary, which is also the boundary between said Valley and New Haven Magisterial Districts, 5.53 miles to a point in Route 60/3 having a latitude of $N 33^{\circ}03'07''$ and a longitude of $W 81^{\circ}05'26''$; thence in a northeasterly direction 4.36 miles continuing with the said district boundary line to a point in the Gauley River, which is in the boundary of Nicholas County, having a latitude of $N 38^{\circ}11'45''$ and a longitude of $W 81^{\circ}04'29''$; Thence in an easterly direction 26.90 miles with the existing boundary of New Haven Public Service District, which is also the Gauley River and the boundary of Nicholas County to a point having a latitude of $N 38^{\circ}06'12''$ and a longitude of $W 80^{\circ}52'56''$, which is the common point between Fayette, Nicholas and Greenbrier Counties; thence in a southerly direction 11.00 miles with the boundary of the New Haven Public Service District, also the boundary of Greenbrier County to a point having a latitude of $N 38^{\circ}02'03''$ and a longitude of $W 80^{\circ}49'47''$; thence west 10.98 miles leaving the Meadow River and the Greenbrier County Line, and running with the existing New Haven Public Service District boundary to a point in the New River having a latitude of $N 38^{\circ}02'30''$ and a longitude of $W 81^{\circ}01'53''$;

Thence departing the existing New Haven Public Service District boundary and running 10.03 miles with the New River in a southerly

direction to a point in the New River at the mouth of Dunlop Creek having a latitude of N 37°57'17" and a longitude of W 81°04'38"; thence extending 12.69 miles to the point of beginning.

The described revised New Haven Public Service District boundary will except the town limits of Fayetteville, the town limits of Ansted, the town limits of Oak Hill, Salem-Gatewood Public Service District, Arbuckle Public Service District, Wolf Creek Public Service District, and Ames Public Service District.

2. That the County Commission of Fayette County shall have jurisdiction over the expanded and merged district in accordance with West Virginia Code §16-13A et al. specifically including, but not limited to, appointing members of the public service board of the District.

3. That the Clerk of the Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not less than ten (10) days following the adoption hereof.

Entered into the permanent record of Fayette County this day 4th day of February, 1998.

COUNTY COMMISSION OF FAYETTE COUNTY
WEST VIRGINIA

John G. Wirt
PRESIDENT

[Signature]
COMMISSIONER

John W. Lipp
COMMISSIONER

ATTEST:

Kehrin C. Holliday
CLERK

AN ORDER WHEREBY THE COUNTY COMMISSION OF
FAYETTE COUNTY, WEST VIRGINIA, PROPOSES ON
ITS OWN MOTION THE EXPANSION OF THE NEW HAVEN PUBLIC
SERVICE DISTRICT AND THE MERGER OF THE BECKWITH
PUBLIC SERVICE DISTRICT AND THE MOSSY PUBLIC SERVICE
DISTRICT INTO NEW HAVEN PUBLIC SERVICE DISTRICT, TO BE
KNOWN AS "NEW HAVEN PUBLIC SERVICE DISTRICT" FOR THE
PURPOSE OF ACQUIRING, INTERESTING, OPERATING,
MAINTAINING AND IMPROVING A PUBLIC WATER SYSTEM OR
PUBLIC SEWAGE SYSTEM, OR BOTH, FOR THE RESIDENTS OF THE
SERVICE AREAS OF THESE UNINCORPORATED COMMUNITIES OF
FAYETTE COUNTY AND FIXING A DATE FOR HEARING OF SAID
MOTION AND PROVIDING FOR THE PUBLICATION OF
NOTICE OF SUCH HEARING.

WHEREAS, it is found and determined to be desirable and proper and
in accordance with Chapter 16, Article 11A of the Code of West Virginia
for this commission to fix a date of hearing and to provide for the
publication of this order.

NOW, THEREFORE, upon its own motion it is hereby ORDERED by the
County Commission of Fayette County, West Virginia, as follows:

Section 1: The County Commission of Fayette County finds and
declares that it is in all respects desirable and proper for the County
Commission on its own motion to propose the expansion and the merger of
public service districts in order to preserve the public health,
comfort, and convenience of said service areas. The motion proposing
the expansion of New Haven Public Service District and the merger of
said public service districts was duly made, seconded and carried.

Section 2: The County Commission of Fayette County does declare
and find the following matters and things to be suitable, proper and in
accordance with Chapter 16, Article 11A of the Code of West Virginia:

(a) The name and corporate title of said public service
district shall be the "New Haven Public Service District".

(b) The territory to be embraced in said public service
district shall be as follows:

Beginning at the south west corner of the Mossy Public
Service District system, said point having a latitude of $37^{\circ}57'30''$
and longitude of $81^{\circ}17'51''$; thence running with the Mossy Public
Service District boundary due north 2.5 miles to a point; thence
running due east 6.0 miles to a point on the eastern slope of Lick
Fork Ridge;

Thence departing the Mossy Public Service District boundary
and extending 1.82 miles to a point along the Page-Kincaid Public
Service District boundary, having a latitude of $N 38^{\circ}03'17''$ and a
longitude of $W 81^{\circ}17'18''$; thence following the Page-Kincaid
boundary North 0.55 miles to a point having a latitude of N
 $38^{\circ}01'03''$ and a longitude of $W 81^{\circ}11'15''$; thence following the
Page-Kincaid Public Service District boundary $N 45^{\circ}10' W 1.04$
miles to a point having a latitude of $N 38^{\circ}01'41''$ and a longitude
 $W 81^{\circ}11'36''$ which is a point on the boundary between the Plateau
and New Haven Magisterial Districts; thence following the Page-
Kincaid Public Service District and the said Magisterial boundary
0.83 miles to a point which is the common corner of the Valley
Magisterial District, the Plateau Magisterial District and the New
Haven Magisterial having a latitude of $N 38^{\circ}03'04''$ and a longitude
of $W 81^{\circ}13'39''$; thence following the Page-Kincaid Public Service
District boundary defined as the common boundary between the
Valley Magisterial District and the New Haven Magisterial District
northerly a distance of 3.58 miles to the beginning of the
Beckwith Public Service District at a point known as Big Rock
having a latitude of $38^{\circ}02'45''$ and a longitude of $81^{\circ}11'50''$;

Thence departing the Page-Kincaid Public Service District
boundary and extending 7.0 miles Northeasterly along the Beckwith
Public Service District boundary, which is also the boundary
between the Valley Magisterial and New Haven Magisterial Districts
to the intersection of the said magisterial boundary with the
centerline of the New River, said point being a common point with

the existing Berkwith Public Service District and having a latitude of N 11°03'13" and a longitude of W 81°03'03";

thence departing the Berkwith Public Service District boundary and extending along the New Haven Public Service District boundary, which is also the boundary between said Valley and New Haven Magisterial Districts, 5.52 miles to a point in Route 87/3 having a latitude of N 11°03'07" and a longitude of W 81°03'28"; thence in a northeasterly direction 4.38 miles continuing with the said district boundary line to a point in the Gauley River, which is in the boundary of Nicholas County, having a latitude of N 11°03'15" and a longitude of W 81°03'15"; thence in an easterly direction 12.77 miles with the existing boundary of New Haven Public Service District, which is also the Gauley River and the boundary of Nicholas County to a point having a latitude of N 11°03'12" and a longitude of W 81°03'55", which is the common point between Fayette, Nicholas and Greenbrier Counties; thence in a southerly direction 11.00 miles with the boundary of the New Haven Public Service District, also the boundary of Greenbrier County to a point having a latitude of N 11°03'01" and a longitude of W 81°03'47"; thence west 10.93 miles leaving the Kanawha River and the Greenbrier County line, and running with the existing New Haven Public Service District boundary to a point in the New River having a latitude of N 11°03'12" and a longitude of W 81°03'55";

thence departing the existing New Haven Public Service District boundary and running 10.03 miles with the New River in a southerly direction to a point in the New River at the mouth of Dunlop Creek having a latitude of N 11°03'17" and a longitude of W 81°03'15"; thence extending 12.03 miles to the point of beginning.

The described revised New Haven Public Service District boundary will exempt the town limits of Sayeersville, the town limits of Ansted, the town limits of Oak Hill, Salem-Garwood Public Service District, Nettie Public Service District, Wolf Creek Public Service District, and Ames Public Service District.

(c) The purpose of said public service district shall be to construct, acquire, maintain, and improve a public water system or a public sewage system, or both, within such territory and also outside of such territory to the extent permitted by law.

(d) The territory described above does not include within its limits the territory of any other public service district organized under Article 13A, of Chapter 16, of the Code of West Virginia, nor does such territory include within its limits any city, incorporated town or other municipal corporation or any part thereof.

Section 3: That upon the merger of the Districts, New Haven Public Service District shall be the surviving entity and the Commission shall have jurisdiction over the merged district in accordance with West Virginia Code 16-13A et seq, specifically including, but not limited to, appointing the members of the public service board of the district.

Section 4: That on the 4th day of February, 1991, being a day in the Regular Session of this Commission, at 10:30 A.M., S.D.S.C., on said day in the County Commission Room in the Court House, this Commission will conduct a public hearing on the expansion of New Haven Public Service District and merger of the proposed public service districts into New Haven Public Service District for the purpose of considering and determining the feasibility thereof and to consider and determine if the construction, maintenance and operation of said public service district will be conducive to the preservation of public health, comfort and convenience of residents of said areas, at which time and place all persons residing in or owning or having any interest in property in the proposed consolidated public service district may appear before this County Commission and shall have an opportunity to be heard for or against the consolidation of said public service districts.

Section 5: The Clerk of this Commission is hereby ORDERED and DIRECTED to cause notice of such meeting and hearing to be given by the publication of this order. This order shall be published in the Fayette

Tribune and Montgomery Herald newspapers of general circulation published in Fayette County, as a Class 1 legal advertisement in compliance with the provisions of Chapter 15, Article 1 of the official code of West Virginia of 1931, as amended.

Section 5: That the Clerk of the Commission shall cause a copy of this Resolution and Order to be filed with the Executive Secretary of the Public Service Commission of West Virginia not less than ten (10) days prior to the hearing set forth herein.

By the Order of the County Commission of Fayette County this day January 15, 1938.

THE COUNTY COMMISSION OF FAYETTE COUNTY

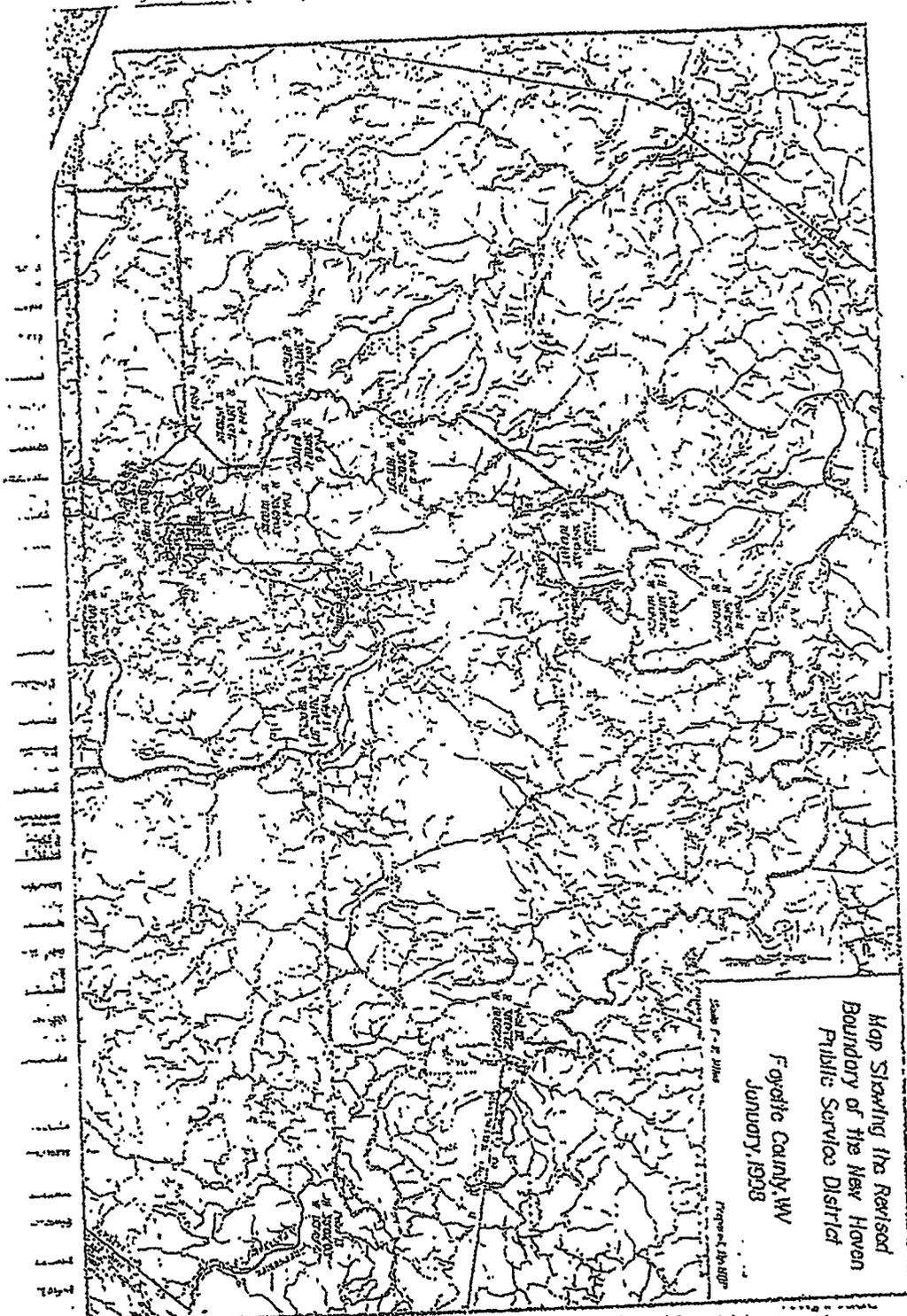
John K. Witt
President

John W. Lutz
Commissioner

[Signature]
Commissioner

RECEIVED:

Kevin E. Holliday
Clerk



... following the Page-Kincaid Public Service District boundary defined as the common boundary between the Valley Magisterial District and the New Haven Magisterial District northerly a distance of 3.69 miles to the beginning of the Beckwith Public Service District at a point known as Big Rock having a latitude of 38°02'45" and a longitude of 81°11'50";

Thence departing the Page-Kincaid Public Service District boundary and extending 7.0 miles Northeasterly along the Beckwith Public Service District boundary, which is also the boundary between the Valley Magisterial and New Haven Magisterial Districts to the intersection of the said magisterial boundary with the centerline of the New River, said point being a common point with

10/29/1980 38/176

IN THE COUNTY COMMISSION OF FAYETTE COUNTY WEST VIRGINIA

RESOLUTION AND ORDER CREATING THE NEW HAVEN PUBLIC SERVICE DISTRICT TO INCLUDE THE TOWN OF ANSTED, ALL IN FAYETTE COUNTY WEST VIRGINIA, TO BE KNOWN AS THE NEW HAVEN PUBLIC SERVICE DISTRICT OF FAYETTE COUNTY WEST VIRGINIA

WHEREAS, it is now deemed desirable by the said County Commission of Fayette County, West Virginia, to adopt a Resolution and Order creating The New Haven Public Service District to include the Town of Ansted, all in Fayette County, West Virginia, to be known as The New Haven Public Service District of Fayette County, West Virginia; this Resolution and Order being pursuant to the Resolution and Order entered herein August 6, 1980, and further being pursuant to the Notice of Public Hearing and the Hearing held herein September 24, 1980;

NOW, THEREFORE,

BE IT, and it is hereby resolved and ordered by the County Commission of Fayette County, West Virginia, as follows:

SECTION 1. That a public service district to be known as New Haven Public Service District of Fayette County, West Virginia, including the Town of Ansted in said County and State, is hereby created, and said district shall have the following described boundaries:

BEGINNING at a point in the Gauley River, said point being a common corner of the Nicholas, Fayette, and Greenbrier County boundaries and having a latitude of N 38° 06' 12" and a longitude of W 80° 52' 56";

THENCE, in a southern direction 11.00 miles with the boundary of Greenbrier County to a point having a latitude of 38° 06' 12" and a longitude of 80° 52' 56";

THENCE, west, 10.98 miles leaving the Gauley River and running to a point in the New River having a latitude of N 38° 02' 30" and a longitude of W 81° 01' 53";

THENCE, in a northwest direction, 11.36 miles with the New River to a point in the Valley Magisterial District having a latitude of N 38° 08' 03" and a longitude of W 81° 09' 03";

THENCE, in a northeastern direction 5.68 miles with the boundary of the Valley Magisterial District to a point in Route 60/3 having a latitude of N 38° 08' 07" and a longitude of W 81° 05' 26";

THENCE, in a northeast direction 4.36 miles leaving Route 60/3 and continuing with the boundary of the Valley Magisterial District to a point in Gauley River, which is in the boundary of Nicholas County having a latitude of N 38° 11' 45" and a longitude of W 81° 04' 29";

THENCE, in an eastern direction 26.90 miles with the Gauley River and the boundary of Nicholas County to the point of beginning, containing an area of 124.1 square miles including the Town of Ansted, all of which is within the New Haven Magisterial District of Fayette County, West Virginia.

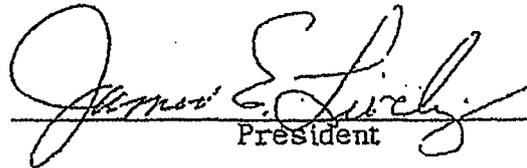
SECTION 2. That said Public Service District so created shall have the name and corporate title of "The New Haven Public Service District," and shall constitute a public corporation and a political subdivision of the State of West Virginia, having all the rights and powers conferred upon Public Service Districts by the laws of the State of West Virginia, particularly

Article 13-A, of Chapter 16, of the West Virginia Code, as amended.

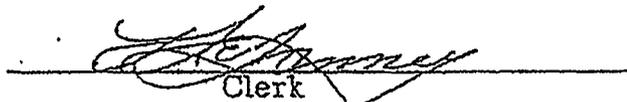
SECTION 3. That the County Commission of Fayette County, West Virginia, has determined that the territory within Fayette County, West Virginia, having the boundaries herein described and set forth, is so situate that the construction or acquisition by purchase, or otherwise, and the maintenance, operation, improvement and extension of properties and facilities supplying both water and sewerage disposal services in such territory by said Public Service District, shall be conducive to the preservation of the public health, comfort, and convenience of the residents thereof.

Adopted by the County Commission of Fayette County, West Virginia, on this the 19 day of OCTOBER, 1980.

By:


President

ATTEST:


Clerk

11/4/17

IN THE COUNTY COMMISSION OF FAYETTE COUNTY, WEST VIRGINIA

A RESOLUTION AND ORDER FIXING A DATE OF HEARING ON THE CREATION OF A PROPOSED PUBLIC SERVICE DISTRICT IN THE NEW HAVEN DISTRICT OF FAYETTE COUNTY, WEST VIRGINIA, AND PROVIDING FOR PUBLICATION OF A NOTICE OF SUCH HEARING.

WHEREAS, there appeared before the County Commission of Fayette County, West Virginia, Herbert Zickelrose of the MOUNTAIN PUBLIC SERVICE DISTRICT and Neil Richardson of J. E. MILAM, INC., CONSULTING ENGINEERS, Dunbar, West Virginia, representing the residents and property owners in that certain geographical area of the New Haven District, more particularly described below;

AND, WHEREAS, the said persons asked the Commissioners of said Commission to create a Public Service District within the area above described, and to be known as the New Haven Public Service District; thus combining the MOUNTAIN and MOUNTAIN GATE PUBLIC SERVICE DISTRICTS, and

WHEREAS, pursuant to provisions of Article 13-A of Chapter 16 of the Code of West Virginia, as amended, the County Commission is required to fix a date for hearing on the creation of a proposed Public Service District;

NOW, THEREFORE, be it and it is hereby RESOLVED and ORDERED by the County Commission of Fayette County, West Virginia, as follows:

SECTION 1: That the County Commission of Fayette County, West Virginia, proposes to create a Public Service District in the area of the New Haven District, as described below.

SECTION 2: That it is proposed that the name and corporate title of said Public Service District shall be the "New Haven Public Service District".

SECTION 3: That the territory to be embraced in the said Public Service District shall be as follows:

BEGINNING at a point in the Gauley River, said point being a common corner of the Nicholas, Fayette, and Greenbrier County boundaries and having a latitude of N 38° 05' 12" and a longitude of W 80° 52' 58";

THENCE, in a southern direction 11.00 miles with the boundary of Greenbrier County to a point having a latitude of N 38° 02' 30" and a longitude of W 80° 49' 47";

THENCE, West, 10.95 miles leaving the Gauley River and running to a point in the New River having a latitude of N 38° 01' 30" and a longitude of W 81° 01' 57";

THENCE, in a northwest direction, 11.26 miles with the New River to a point in the Valley Magisterial District having a latitude of N 38° 08' 13" and a longitude of W 81° 09' 03";

THENCE, in a northeastern direction 5.83 miles with the boundary of the Valley Magisterial District to a point in Route 60/3 having a latitude of N 38° 08' 07" and a longitude of W 81° 05' 24";

THENCE, in a northeast direction 4.36 miles leaving Route 60/3 and continuing with the boundary of the Valley Magisterial District to a point in Gauley River, which is in the boundary of Nicholas County having a latitude of N 38° 11' 45" and a longitude of W 81° 04' 15";

THENCE, in an eastern direction 25.90 miles with the Gauley River and the boundary of Nicholas County to the point of BEGINNING, containing an area of 124.1 square miles, all of which is in the New Haven Magisterial District, Fayette County, and excluding the Town of Ansted.

SECTION 4: That the purpose of said Public Service District shall be to construct and/or acquire by purchase

or otherwise and to maintain, operate, improve and extend facilities and properties supplying water and sewage disposal services in such territory and also outside such territory to the extent permitted by law;

SECTION 5: That the territory described above does not include within its limits the territory of any other Public Service District organized under Article 13-A of Chapter 16 of the West Virginia Code, but will change the NICHOLL and MOUNTAIN COVE PUBLIC SERVICE DISTRICTS' boundaries to the above described boundaries, nor does such territory include within its limits any city, incorporated town or other municipal corporation, as the Town of Ansted is excluded from this Public Service District.

SECTION 6: That on February 8, 1971, at the hour of 11:00 o'clock, a.m., this County Commission shall meet in the Fayette County Courthouse at Fayetteville, West Virginia, for the purpose of conducting a public hearing on the creation of the proposed Public Service District, at which time and place, all persons residing in, owning or having any interest in property in the area embraced by the proposed Public Service District may appear before this Court and shall have an opportunity to be heard for and against the creation of said District, and at such hearing, the County Commission shall consider and determine the feasibility of creation of the proposed Public Service District.

SECTION 7: That the County Commission Clerk of Fayette County, West Virginia, is hereby authorized to cause due and sufficient notice of such hearing to be

published in The Fayette Tribune, a newspaper
of general circulation in the County of Fayette,
West Virginia, as required by law.

WHEREUPON, the Court declared the motion duly carried and said Resolution
and Order duly adopted.

Upon motion and vote, the meeting adjourned.

JAN 4 1975

Charles M. [Signature]
President

ATTEST:

Anna F. Johnson
Clerk

IN THE COUNTY COMMISSION OF FAYETTE COUNTY, WEST VIRGINIA

ORDER MERGING AMES PUBLIC SERVICE
DISTRICT WITH AND INTO NEW HAVEN
PUBLIC SERVICE DISTRICT TO EXPAND
THE NEW HAVEN PUBLIC SERVICE DISTRICT
BOARD MEMBERS TO FIVE.

Pursuant to the provisions of Article 16, Chapter 13A, Section 3 of the Code of West Virginia, as amended, on the 15th day of August, 2001, the County Commission of Fayette County expanded and established a five member New Haven Public Service District Board and appointed the following members to said New Haven Public Service District with initial terms of these appointees commencing as of August 1, 2001, and for the term of years designated:

Kenneth Hayes	July 30, 2007
Imogene Pennington	July 30, 2005
Ann Berry	July 30, 2005
Loren Fox	July 30, 2003
Roma Lively	July 30, 2003

The powers, duties, management and control of the New Haven Public Service District Board shall be vested in this Public Service District in accordance with the provision of Article 16, Chapter 13A, Section 3 of the Code of West Virginia.

The new members of the New Haven Public Service District

**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 10th day of January 2014.

CASE NO. 13-0011-PSD-PC

NEW HAVEN PUBLIC SERVICE DISTRICT,
Petition for consent and approval of an
engineering agreement between the District and
Stafford Consultants Incorporated.

COMMISSION ORDER

The Commission reopens this case and authorizes New Haven Public Service District (District) to (i) accept a forgivable loan from the West Virginia Department of Environmental Protection of \$643,944, and (ii) pay engineering fees through the preliminary design phase of the proposed Winona project, including the \$70,000 of preliminary report phase engineering costs deferred by the December 24, 2013 Commission Order.

BACKGROUND

On May 2, 2013, the Commission entered an Order granting a petition for consent and approval for the District to enter into an Agreement with Stafford Consultants Incorporated (Stafford), pursuant to W.Va. Code §16-13A-25. The Agreement related to study and design services to be provided by Stafford for a proposed wastewater facility project in the community of Winona, Fayette County. In its Order, the Commission modified the proposed Agreement with respect to the payment and funding for engineering services. Specifically, the Commission (i) required the District to obtain a required variance from the West Virginia Infrastructure and Jobs Development Council (WVIJDC), (ii) approved acceptance of a \$125,000 grant from the Fayette County Commission, and (iii) approved the Agreement subject to the following conditions:

- A. Payment of the approximately \$70,000 in engineering fees incurred by Stafford to date is deferred until the underlying project and project financing is approved.
- B. The Commission will approve acceptance by New Haven of the \$125,000 grant from the Fayette County Commission, pursuant to W.Va. Code §§ 16-13A-24 and 25. Further expenditures on the Agreement are limited to the amount of the Fayette County Commission grant, unless and until New Haven obtains an additional grant or forgivable loan. New

Haven may not use any portion of the \$125,000 Fayette County Commission grant to compensate the engineer for its \$70,000 in deferred engineering fees.

C. Pursuant to W. Va. Code §§ 16-13A-24 and 25, New Haven must seek and obtain the approval of the Commission prior to accepting or using additional grants or loans.

Commission Order at pp. 6-7.

On November 27, 2013, the District filed a copy of (i) the WVIJDC letter of approval dated November 19, 2013, granting a variance in engineering design costs above the recommended ASCE compensation curve, (ii) a copy of a revised Agreement between the District and Stafford for professional services, dated September 9, 2013 and revised October 14, 2013, (iii) the West Virginia Department of Environmental Protection (WVDEP) recommendation relating to the engineering agreement, and (iv) a WVDEP commitment letter to provide pre-bid cost financing through the Clean Water State Revolving Fund program with a forgivable loan in the amount of \$643,944, before January 12, 2014.

On December 4, 2013, the District filed a request to reopen the case and attached (i) a July 12, 2013, DEP binding letter of commitment for a design phase loan in the amount of \$643,944 on which the debt will be forgiven and (ii) the final Schedule B document relating to the design phase of the project. The District noted that the forgivable loan amount will be revised to reflect a design total of \$632,544, resulting from a reduction of \$20,000 in bond counsel fees and a lowering of engineering fees negotiated between Stafford Consultants and the WVDEP.

On December 5, 2013, Commission Staff filed a Final Memorandum. Because the forgivable loan will not have an impact on District ratepayers, Staff recommended that the Commission grant the request to reopen and, pursuant to W.Va. Code §§16-13A-24 and 25, approve the District to accept a forgivable loan from the WVDEP in the amount of \$632,544.

On December 24, 2013, the Commission entered an Order (December Order) reopening this case and approving the District request to accept a forgivable loan from the WVDEP in the amount of \$632,544, for design financing pursuant to W.Va. Code §§16-13A-24 and 25. The Commission reminded the District that the conditions of the May 2, 2013 Order remain in effect, including the requirement that the \$70,000 in engineering fees incurred by Stafford to date is deferred until the underlying project and project financing is approved by this Commission.

On January 6, 2014, the District filed a letter requesting that this case be reopened for the purpose of amending the December Order to remove the requirement that the \$70,000 engineering fee deferral be removed because that amount is included in the

\$643,944 WVDEP forgivable loan and because payment of the \$70,000 from the DEP forgivable loan will pose no risk of repayment by the District and will not impact customer rates.

DISCUSSION

The Commission has reviewed the petition and documentation in support thereof. According to the WVDEP letter of July 12, 2013, the WVDEP has committed to a design loan in the amount of \$643,944 on which the debt will be forgiven because the underlying project qualifies for a "green" decentralized designation under the Clean Water State Revolving Fund program and thus the loan will have no impact on District ratepayers. The Commission therefore finds that it is reasonable to reopen this case pursuant to W.Va. Code §§16-13A-24 and 25 and approve the District request to accept a forgivable loan from the WVDEP in the amount of \$643,944, for pre-bid engineering design and other preliminary project costs. The Commission would note that the December Order approved the WVDEP loan in the amount of \$632,544 in error. It is reasonable to authorize the District to pay the pre-bid engineering fees, including the \$70,000 previously deferred by the Commission Order, from the proceeds of the \$643,944 WVDEP forgivable loan. The District is reminded it should not expend funds towards construction of the project, including engineering fees applicable to post-bid phases of the engineering work, prior to receiving a Commission Order approving a request for a Certificate of Convenience and Necessity related to construction of the underlying project.

FINDINGS OF FACT

1. The Commission granted approval for the District to enter into an Agreement for Stafford to provide study and design services for a proposed wastewater facility project.
2. The WVDEP commitment letter dated July 12, 2013 provides a commitment for a forgivable loan in the amount of \$643,944, not the \$632,544 approved by the December 24, 2013 Commission Order.
3. Acceptance of the forgivable loan and payment of the \$70,000 of preliminary engineering fees previously deferred will have no impact on District ratepayers.

CONCLUSION OF LAW

1. It is reasonable to reopen this case and pursuant to W.Va. Code §§16-13A-24 and 25 approve the District request to accept a forgivable loan from the WVDEP in the amount of \$643,944, for pre-bid engineering design and other preliminary project costs.

2. It is reasonable to authorize the District to pay the pre-bid engineering fees, including the \$70,000 previously deferred by the Commission Order, from the proceeds of the \$643,944 WVDEP forgivable loan.

ORDER

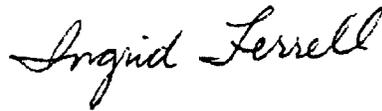
IT IS THEREFORE ORDERED that, pursuant to W.Va. Code §§16-13A-24 and 25, the Commission approves the New Haven Public Service District acceptance of a forgivable loan from the WVDEP in the amount of \$643,944.

IT IS FURTHER ORDERED that New Haven Public Service District is authorized to pay the pre-bid engineering fees, including the \$70,000 previously deferred by the Commission Order, from the proceeds of the \$643,944 WVDEP forgivable loan.

IT IS FURTHER ORDERED that on entry of this order this case shall be removed from the Commission docket of open cases.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this order by electronic service on all parties of record who have filed an e-service agreement, by United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Staff by hand delivery.

A True Copy, Teste,



Ingrid Ferrell
Executive Secretary

MEB/JJW/lrm
130011ce

**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 24th day of December 2013.

CASE NO. 13-0011-PSD-PC

NEW HAVEN PUBLIC SERVICE DISTRICT,
Petition for consent and approval of an
engineering agreement between the District and
Stafford Consultants Incorporated.

COMMISSION ORDER

The Commission reopens this case and approves the New Haven Public Service District (District) to accept a forgivable loan.

BACKGROUND

On January 4, 2013, the District filed a petition for Commission consent and approval to enter into an Agreement with Stafford Consultants Incorporated (Stafford), pursuant to W.Va. Code §16-13A-25. The Agreement relates to study and design services to be provided by Stafford for a proposed wastewater facility project in the community of Winona, Fayette County. The cost of the engineering services through the final design phase of the project is \$363,607, payable in lump sum amounts at different phases of the project. New Haven stated that the Fayette County Commission has allocated \$125,000 in matching funds for the project.

On May 2, 2013, the Commission entered an Order approving the Agreement as modified by the Order with respect to the payment and finding for engineering services. Specifically, the Commission (i) required the District to obtain a required variance from the West Virginia Infrastructure and Jobs Development Council (WVIJDC), (ii) approved acceptance of the grant from the Fayette County Commission, and (iii) approved the Agreement subject to the following conditions:

- A. Payment of the approximately \$70,000 in engineering fees incurred by Stafford to date is deferred until the underlying project and project financing is approved.
- B. The Commission will approve acceptance by New Haven of the \$125,000 grant from the Fayette County Commission, pursuant to W.Va. Code §§ 16-13A-24 and 25. Further

expenditures on the Agreement are limited to the amount of the Fayette County Commission grant, unless and until New Haven obtains an additional grant or forgivable loan. New Haven may not use any portion of the \$125,000 Fayette County Commission grant to compensate the engineer for its \$70,000 in deferred engineering fees.

C. Pursuant to W. Va. Code §§ 16-13A-24 and 25, New Haven must seek and obtain the approval of the Commission prior to accepting or using additional grants or loans.

Commission Order at pp. 6-7.

On November 27, 2013, the District filed a copy of (i) the WVIJDC letter of approval dated November 19, 2013, granting a variance in engineering design costs above the recommended ASCE compensation curve, (ii) a copy of a revised Agreement between the District and Stafford for professional services, dated September 9, 2013 and revised October 14, 2013, (iii) the West Virginia Department of Environmental Protection (WVDEP) recommendation relating to the engineering agreement, (iv) a WVDEP commitment letter to provide pre-bid cost financing through the Clean Water State Revolving Fund program with a forgivable loan in the amount of \$643,944, before January 12, 2014.

On December 4, 2013, the District filed a request to reopen the case and attached (i) a July 12, 2013, DEP binding letter of commitment for a design phase loan in the amount of \$643,944 on which the debt will be forgiven and (ii) the final Schedule B document relating to the design phase of the project. The District noted that the forgivable loan amount will be revised to reflect a design total of \$632,544.00, resulting from a reduction of \$20,000 in bond counsel fees and a lowering of engineering fees negotiated between Stafford Consultants and the WVDEP.

On December 5, 2013, Commission Staff filed a Final Memorandum. Because the forgivable loan will not have an impact on District ratepayers, Staff recommended that the Commission grant the request to reopen and, pursuant to W. Va. Code §§16-13A-24 and 25, approve the District to accept a forgivable loan from the WVDEP in the amount of \$632,544.

DISCUSSION

The Commission has reviewed the petition, documentation in support thereof, and the Staff recommendation. The WVDEP has committed to a design loan in the amount of \$643,944 on which the debt will be forgiven and thus the loan will have no impact on District ratepayers. The Commission therefore finds that it is reasonable to reopen this case and pursuant to W. Va. Code §§16-13A-24 and 25 approve the District request to accept a forgivable loan from the WVDEP in the amount of \$632,544, for design

financing. The District is reminded that the conditions of the May 2, 2013 Order remain in effect, including the requirement that the \$70,000 in engineering fees incurred by Stafford to date is deferred until the underlying project and project financing is approved by this Commission.

FINDINGS OF FACT

1. The Commission granted approval for the District to enter into an Agreement for Stafford to provide study and design services for a proposed wastewater facility project.
2. The District requested that the Commission reopen the case to approve a design phase loan from the WVIJDC in the amount of \$643,944 on which the debt will be forgiven.
3. Staff recommended that the Commission grant the request to reopen and approve the District to accept a forgivable loan from the WVDEP in the amount of \$632,544.
4. The forgivable loan will have no impact on District ratepayers.

CONCLUSION OF LAW

It is reasonable to reopen this case and pursuant to W. Va. Code §§16-13A-24 and 25 approve the District request to accept a forgivable loan from the WVDEP in the amount of \$632,544, for design financing, subject to the conditions of the May 2, 2013 Order.

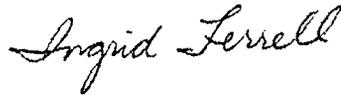
ORDER

IT IS THEREFORE ORDERED that, pursuant to W.Va. Code §§16-13A-24 and 25, the Commission approves the New Haven Public Service District acceptance of a forgivable loan from the WVDEP in the amount of \$632,544. New Haven Public Service District may not use any portion of the \$632,544 forgivable loan from the West Virginia Department of Environmental Protection to compensate the engineer for its \$70,000 in deferred fees, as described herein. The terms and conditions of the May 2, 2013 Order remain in effect.

IT IS FURTHER ORDERED that upon entry of this Order this case shall be removed from the Commission docket of open cases.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this Order by electronic service on all parties of record who have filed an e-service agreement, and by United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Commission Staff by hand delivery.

A True Copy, Teste,



Ingrid Ferrell
Executive Secretary

MEB/lrm
130011cd



November 19, 2013

Chairman
New Haven Public Service District
84 Jarrett Court
Fayetteville, WV 25840

RECEIVED
13 NOV 27 AM 9:19
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

Re: New Haven Public Service District
Sewer Project No. 2010S-1217
Total Engineering Fees Waiver Approval

Dear Chairman,

On November 13, 2013, the West Virginia Infrastructure and Jobs Development Council voted to approve the Total Engineering Fees Waiver request for the above-named project.

If you have any questions regarding this matter, please contact James W. Ellars, Executive Director, at 304-414-6501 (X106).

Sincerely,

Jason Pizatella

cc: Kathy Emery, P.E., DEP (*via e-mail*)
Edward L. Shutt, P.E., Stafford Consultants, Inc. (*via e-mail*)
Alice King, Region IV P&DC (*via e-mail*)

SRF-PFD-1*
(08/13)

FUNDING ASSISTANCE AGREEMENT (GREEN)

THIS WATER POLLUTION CONTROL REVOLVING FUND DESIGN FUNDING ASSISTANCE AGREEMENT (the "Funding 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").

NEW HAVEN PUBLIC SERVICE DISTRICT (2010S-1217/C-547700)
(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, 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 acquire bonds of particular local governments pursuant to the Clean Water Act;

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;

* 100% Principal Forgiveness Projects only.
{C2661090.1}

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 utilize moneys from the Fund to provide funding assistance to local governments to provide the financing for the design of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act and the Act (hereinafter “Funding Assistance”);

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 design, acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of design of the same from grants or other funding assistance;

WHEREAS, the Local Government intends to design such a wastewater treatment project at the location and as more particularly described and set forth in the application filed with DEP, as hereinafter defined (the “Project”); and

WHEREAS, the Local Government is either a “disadvantaged community” as defined in the applicable Intended Use Plan, and/or meets the definition of decentralized treatment system as defined herein.

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

[The remainder of this page is intentionally blank.]

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 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 “Decentralized System” means wastewater treatment systems that treat wastewater, then reusing and/or dispersing the reclaimed water, as close to where it is generated as practical in each circumstance. A Decentralized System may include: on-site systems contained entirely within the simple boundaries of the lot it serves; small-scale collective systems, with their reuse/dispersal sites on easements on the lots served, on vacant lots purchased for this purpose, on off-site properties, or a combination of these; larger scale collective systems utilizing dispersed or aggregated reuse/dispersal sites or discharging to surface water.

1.4 “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.

1.5 “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.

1.6 “Project” means the wastewater treatment facility project hereinabove referred to, to be undertaken by the Local Government in whole or in part with Funding Assistance or being or having been designed 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 Funding Assistance.

1.7 “SRF Regulations” means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations, as amended.

1.8 “System” means the wastewater treatment facility owned by the Local Government, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.9 Additional terms and phrases are defined in this Funding Assistance Agreement as they are used.

ARTICLE II

The Project and the System

2.1 The Project shall generally consist of the design of the facilities described in the application filed with the DEP prepared for the Local Government by the Consulting Engineers 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 Funding 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 to be 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 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 System site and System 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 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 the Project, in accordance with generally accepted governmental accounting standards. 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 Project, the operation and maintenance of the System and the administration of the Funding Assistance proceeds 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 during the undertaking of, and following completion of, the Project.

2.7 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 retain the operator(s) to operate the System as required by State law.

2.8 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 undertaking of the Project and operation, maintenance and use of the System.

2.9 The Local Government, commencing on the date this Agreement is executed for the undertaking of the Project and for two years following the completion 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 20th of each month to the DEP and the Authority.

2.10 The Local Government, during 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 design schedule.

2.11 The Local Government, prior to the closing of the Funding Assistance, shall provide the DEP and the Authority with the opinion of local counsel, the form of which is attached hereto as Exhibit F and incorporated herein by reference.

ARTICLE III

Conditions to Advance of Funding Assistance

3.1 The agreement of the Authority and DEP to advance Funding Assistance hereunder:

(a) The Authority and DEP shall have received a certificate of the Consulting Engineers, the form of which certificate is attached hereto as Exhibit D;

(b) 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 undertaking 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;

(c) 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 the Project), with all requisite appeal periods having expired without successful appeal, and the Authority and DEP shall have received an opinion of local counsel to the Local Government, to such effect;

(d) Such rates and charges for the System shall be sufficient to comply with the provisions 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

(e) The Funding Assistance, 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 the undertaking of the Project as set forth in the application filed with DEP, 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 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

Other Agreements of the Local Government

4.1 Covenants substantially as follows:

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

(b) That the Local Government shall provide written notice and request approval of the disposition of the assets to the Authority and the DEP of any sale or other disposal of the System as a whole or substantially as a whole; provided that if said sale or other disposition is to a non-governmental entity the Local Government shall obtain an appraisal of the assets purchased with the Funding Assistance and remit to the Authority for deposit into the Clean Water Revolving Loan Fund an amount equal to the then depreciated value of the assets purchased;

(c) That the Local Government will carry such insurance as is customarily carried with respect to works and properties similar to the System;

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

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

(f) 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;

(g) 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;

(h) 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;

(i) 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

(j) The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Funding Assistance.

4.2 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 Funding 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 Funding Assistance Agreement.

4.3 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this Funding Assistance Agreement, in the

application filed with DEP 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 Local Government receiving the Funding Assistance, the Authority and DEP shall have the right to cancel all or any of their obligations under this Funding Assistance Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the issuance of the Funding Assistance shall be incorrect or incomplete in any material respect or (b) the Local Government has violated any commitment made by it in its application filed with DEP or in any supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this Funding Assistance Agreement.

4.4 The Local Government hereby agrees to file with the Authority and DEP upon completion of the Project a schedule in substantially the form of Amended Schedule A to the application filed with DEP, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE V

Miscellaneous

5.1 If any provision of this Funding 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 Funding Assistance Agreement, and this Funding Assistance Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.2 This Funding 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 Funding Assistance Agreement.

5.3 No waiver by any party of any term or condition of this Funding 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 Funding Assistance Agreement.

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

5.5 This Funding Assistance Agreement shall terminate upon written notice of termination to the Local Government and the Authority by the DEP.

[The remainder of this page intentionally left blank; signature page follows.]

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

NEW HAVEN PUBLIC SERVICE DISTRICT

By: 
Its: Chairman
Date: January 28, 2014

(SEAL)

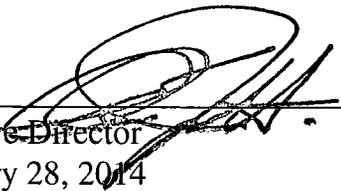
Attest:


Its: Secretary

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

By: 
Its: Director
Date: January 28, 2014

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: January 28, 2014

(SEAL)

Attest:

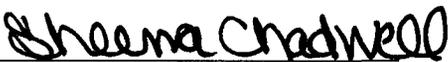

Its: Authorized Officer

EXHIBIT A

FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

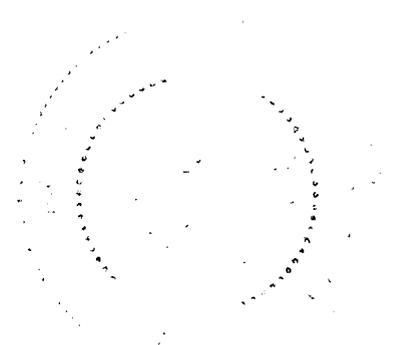


EXHIBIT B
MONTHLY FINANCIAL REPORT

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

<u>Item</u>	<u>Current Month</u>	<u>Total Year To Date</u>	<u>Budget Year To Date</u>	<u>Budget Year To Date Minus Total Year To Date</u>
1. Gross Revenues	_____	_____	_____	_____
2. Operating Expenses	_____	_____	_____	_____
3. Bond Payments:				
<u>Type of Issue</u>	_____	_____	_____	_____
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 20th day of each month, commencing on the date contracts are executed for the undertaking of the Project and for two years following the completion 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)

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

1. My firm is engineer for the design of certain additions, betterments, improvements and extensions (the "Project") to the existing public sewerage system (the "System") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which design is being permanently financed in part by the Funding Assistance 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 Funding 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. 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 design will be completed by _____, Consulting Engineer, as described in the application submitted to the DEP; (ii) the Project was designed and will be constructed in compliance with the provisions of West Virginia Code Chapter 22, Article 29, (iii) the sewerage system of the Issuer which will be designed and, when constructed, will be adequate for its intended purpose and will have a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) prior to construction, my firm will assist the Issuer in obtaining all applicable 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; (iv) in reliance upon the certificate of _____, independent certified public accountants, of even date hereof, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Funding

Assistance Agreement; and (v) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project and Sources of Funds" for the Project.

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

By _____
West Virginia License No. ____

[SEAL]

EXHIBIT E

SPECIAL CONDITIONS

A. **PUBLIC RELEASE REQUIREMENT** – The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, ground breaking 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. **ASSET MANAGEMENT** – The Local Government shall submit an acceptable asset management plan or where applicable, updated plans, to DEP no later than six months following substantial completion of the Project. This requirement shall be included in the bond closing documents.

C. **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.

D. **CLOSING REQUIREMENTS** – An amount not to exceed \$70,000 for engineering services shall not be paid until the Public Service Commission of West Virginia issues an order authorizing the payment of such fees. No CPA Certificate shall be required to close this Funding Assistance since the Local Government does not have a sewer rate tariff.

EXHIBIT F

OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

[Name of Local Government]
_____, West Virginia

West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

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

Re: \$ _____ Funding Assistance (West Virginia Clean
Water SRF Program)

Ladies and Gentlemen:

[I am/We are] counsel to _____ (the "Local Government"), a
_____.

[I/We] have examined a certified copy of proceedings and other papers relating to the authorization of a Funding Assistance Agreement dated ____, 20__, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

[I/We] have also examined the applicable provisions of _____ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance/resolution duly adopted or enacted by the Local Government on _____, 20__ (the "Local

Act”), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

Based upon the foregoing and upon [my/our] examination of such other documents as [I/we] have deemed necessary, [I am/we are] of the opinion as follows:

1. The Funding 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 Funding 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 undertake the Project, to operate and maintain the System, to adopt or enact the Local Act and to enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

4. The members and officers of the governing body of the Local Government have been duly and properly authorized and elected, have taken the requisite oaths and are thereby authorized to act on behalf of the Local Government in their respective capacities.

5. 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 Funding Assistance Agreement.

6. The execution and delivery of the Funding Assistance Agreement and the consummation of the transactions contemplated by the Funding Assistance Agreement and the Local Act, 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 Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.

7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, the undertaking of the Project, and the operation of the System, including, without limitation, all requisite permits, approvals, orders and certificates from _____, the DEP and the West Virginia Infrastructure and Jobs Development Council.

[8. The Local Government has received the PSC Order dated _____, in Case No. _____, approving the financing for the Project. The Order is in full force and effect.]

9. To the best of [my/our] knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity 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 Funding Assistance Agreement or the Local Act, the undertaking of the Project, or the operation of the System.

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF FUNDING ASSISTANCE

Principal Amount of Funding Assistance \$487,544

The Authority at the direction of the DEP shall forgive the principal amount of the Funding Assistance. The principal amounts advanced under the Funding Assistance Agreement will be deemed forgiven on the 30th day of June in the fiscal year in which advanced.

Number of New Customers: 0

Location: Winona, Fayette County

NEW HAVEN PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE DESIGN OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWER FACILITIES OF THE NEW HAVEN PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE DISTRICT OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$487,544 THROUGH THE WEST VIRGINIA CLEAN WATER SRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE NEW HAVEN PUBLIC SERVICE DISTRICT:

WHEREAS, this Resolution (together with any resolution supplemental hereto or amendatory hereof, or both, the "Resolution") is adopted pursuant to the provisions of (i) Chapter 16, Article 13A and (ii) Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law;

WHEREAS, the New Haven Public Service District (the "Local Government") is authorized and empowered by the Act to design, acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of design of the same from grants or other funding assistance (the "Project");

WHEREAS, the Local Government has submitted an application for the Project to the West Virginia Department of Environmental Protection (the "DEP") and the West Virginia Water Development Authority (the "Authority");

WHEREAS, in reviewing the application for the Project, the DEP and the Authority have determined to offer funding assistance to the Local Government for the Project through a principal forgiveness loan (the "Funding Assistance") as provided in the Funding Assistance Agreement a copy of which is attached hereto and incorporated herein by reference (the "Funding Assistance Agreement");

WHEREAS, the Funding Assistance Agreement has been presented to the Local Government;

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

WHEREAS, the Local Government has complied with all terms and requirements set forth in the Funding Assistance Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this Resolution be adopted, that the Funding Assistance Agreement be approved and ratified, that the exact principal amount, date, and other terms of the Funding Assistance be fixed hereby in the manner stated herein, and that other matters relating to the Funding Assistance be herein provided for.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE NEW HAVEN PUBLIC SERVICE DISTRICT, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the undertaking of the Project at an estimated cost not to exceed \$612,544, which includes the undertaking of the Project 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 Funding Assistance hereby authorized shall be applied to the costs of the Project. The Local Government has received bids and will enter into contracts for the undertaking of the Project, in an amount otherwise compatibly with the financing plan submitted to the Authority and the DEP.

B. The cost of the Project is estimated not to exceed \$612,544, of which \$487,544 will be obtained from the proceeds of the Funding Assistance, and \$125,000 will be obtained from the proceeds of a grant from the County Commission of Fayette County.

Section 2. The Local Government hereby ratifies, approves and accepts the Funding Assistance Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Funding Assistance Agreement by the Chairperson of the Governing Body and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 3. The Local Government hereby affirms all covenants and representations made in the Funding Assistance Agreement and in the application to the DEP. The Local Government hereby agrees to comply with all covenants, conditions and requirements set forth in the Funding Assistance Agreement.

Section 4. DEP shall advance the proceeds of the Funding Assistance from time to time upon receipt of a requisition evidencing the costs incurred, in the form provided on Exhibit C to the Funding Assistance Agreement. Such amounts advanced under the Funding Assistance Agreement shall be deemed forgiven on the 30th day of June in the fiscal year in which they were advanced.

Section 5. The Local Government hereby appoints and designates Fayette County National Bank, Fayetteville, West Virginia, to serve as Depository Bank for the Funding Assistance.

Section 6. The proceeds of the Funding Assistance, as advanced from time to time, shall be deposited in or credited to the News Haven PSD Construction Fund, as received by the Local Government for payment of costs of the Project, including costs of issuance of the Funding Assistance.

Section 7. The Chairperson and Secretary of the Governing Body are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance hereby and by the Funding Assistance Agreement approved and provided for, to the end that the Funding Assistance may be delivered to the Local Government pursuant to the Funding Assistance Agreement on or about January 28, 2014.

Section 8. The undertaking of the Project and the financing thereof with proceeds of the Funding Assistance are in the public interest, serve a public purpose of the Local Government and will promote the health, welfare and safety of the residents of the Local Government.

Section 9. The Local Government hereby approves and accepts all contracts relating to the financing and undertaking of the Project and the Chairperson of the Governing Body is hereby authorized and directed to execute and deliver all such contracts.

Section 10. The Local Government hereby approves the costs of issuance and authorizes the payment of the same.

Section 11. This Resolution shall be effective immediately following adoption of the same.

Adopted this 13th day of January, 2014.


Chairperson and Member


Member


Member

CERTIFICATION

Certified as a true copy of a Resolution duly adopted by the Public Service Board of New Haven Public Service District on the 13th day of January, 2014.

Dated this 28th day of January, 2014.

[SEAL]


Secretary

EXHIBIT A

PROJECT DESCRIPTION

The Project consists of the design of a wastewater facility project for the community of Winona.

EXHIBIT B

Funding Assistance Agreement included in transcript as Document 2.3.

CERTIFICATE OF CONSULTING ENGINEER

NEW HAVEN PUBLIC SERVICE DISTRICT
FUNDING ASSISTANCE (WEST VIRGINIA CWSRF PROGRAM)

I, Edward L. Shutt, Registered Professional Engineer, West Virginia License No. 7314, of Stafford Consultants, Inc., Consulting Engineers, Princeton, West Virginia, hereby certify as follows:

1. My firm is engineer for the design of certain additions, betterments, improvements and extensions (the "Project") to the existing public sewerage system (the "System") of New Haven Public Service District (the "Issuer"), to be constructed primarily in Fayette County, West Virginia, which design is being permanently financed in part by the Funding Assistance of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the Funding Assistance Resolution adopted by the Issuer on January 13, 2014, and the Funding 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 January 28, 2014.

2. 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 design will be completed by Stafford Consultants, Inc., Consulting Engineer, as described in the application submitted to the DEP; (ii) the Project is being designed and will be constructed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; (iii) the sewerage system of the Issuer which will be designed and, when constructed, will be adequate for its intended purpose and will have a useful life of at least 30 years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) prior to construction, my firm will assist the Issuer in obtaining all applicable known permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the additions, betterments, improvements and extensions being designed pursuant to the Project and the operation of the System; and (v) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project and Sources of Funds" for the Project.

[The remainder of this page intentionally left blank; signature page follows.]

WITNESS my signature and seal on this 28th day of January, 2014.

Stafford Consultants, Inc
By Edward Spalitt President

West Virginia License No. 7314__



EXHIBIT A

Final Schedule A
(Attached)

NEW HAVEN PUBLIC SERVICE DISTRICT
FUNDING ASSISTANCE (WEST VIRGINIA CWSRF PROGRAM)

RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

The undersigned Chairman of the New Haven Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certifies as follows:

On the 28th day of January, 2014, the Issuer received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), on behalf of the Clean Water State Revolving Fund, pursuant to a Funding Assistance Agreement between the Authority, the Issuer and the West Virginia Department of Environmental Protection dated January 28, 2014 (the "Funding Assistance"), of the \$78,332, being a portion of the \$487,544 principal amount of the Funding Assistance. The Issuer understands that the remaining proceeds of the Funding Assistance will be advanced to the Issuer from time to time as design proceeds to completion.

[The remainder of this page intentionally left blank; signature page follows.]

WITNESS my signature on this 28th day of January, 2014.

NEW HAVEN PUBLIC SERVICE
DISTRICT

A handwritten signature in black ink, appearing to be "James R. D.", written over a horizontal line.

Chairman

WEST VIRGINIA MUNICIPAL BOND COMMISSION

Suite 1117

900 Pennsylvania Ave., Charleston, WV 25302

(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: January 28, 2014

ISSUE: New Haven Public Service District Funding Assistance (CWSRF)

ADDRESS: 84 Jarrett Court, Fayetteville, WV 25840 COUNTY: Fayette

PURPOSE OF ISSUE: New Money X
Refunding _____ Refunds issue(s) dated: _____

ISSUE DATE: January 28, 2014 CLOSING DATE: January 28, 2014

ISSUE AMOUNT: \$487,544 RATE: Principal Forgiveness

1st DEBT SERVICE DUE: N/A 1st PRINCIPAL DUE: N/A

1st DEBT SERVICE AMOUNT: N/A PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Philip J. Tissue, Esq. UNDERWRITER'S COUNSEL: Jackson Kelly PLLC
Contact Person: Philip J. Tissue Contact Person: Samme L. Gee, Esquire
Phone: (304) 469-4844 Phone: (304) 340-1318

CLOSING BANK: Fayette County National Bank ESCROW TRUSTEE: _____
Contact Person: Janice Taylor Contact Person: _____
Phone: (304) 574-1212 Phone: _____
E-Mail: _____

KNOWLEDGEABLE ISSUER CONTACT: OTHER: WVCWSRF
Contact Person: Kenny Hayes Contact Person: Rose Brodersen
Position: Chairman Function: Program Manager
Phone: (304) 663-6230 Phone: (304) 926-0449 ext 1608
E-Mail: kennyheydude06@yahoo.com

DEPOSITS TO MBC AT CLOSE: _____ Accrued Interest: \$ _____
_____ Capitalized Interest: \$ _____
By _____ Wire _____ Reserve Account: \$ _____
_____ Check _____ Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:
By _____ Wire _____ To Escrow Trustee: \$ _____
_____ Check _____ To Issuer: \$ _____
_____ IGT _____ To Cons.Invest.Fund \$ _____
_____ To Other: \$ _____

NOTES: Principal forgiveness.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
Documents Required: _____
Transfers Required: _____

CLOSING MEMORANDUM

To: Rose Brodersen, WV DEP
 Sheila Miller, WV WDA

From: New Haven Public Service District

Date: January 28, 2014

Re: New Haven Public Service District Funding Assistance (CWSRF) (2010S-1217/C-547700)

DISBURSEMENTS TO DISTRICT

Payor:	West Virginia Clean Water SRF
Source:	CWSRF Funding Assistance
Amount:	\$156,532
Date:	January 28, 2014
Form:	Wire
Payee:	New Haven Public Service District
Bank:	Fayette County National Bank
Bank Address:	101 N. Court Street P.O. Box 209 Fayetteville, WV 25840-0209
Bank Contact:	Janice Taylor, (304) 574-1212
Wire Routing #:	051502201
Account Number:	1401114
Account:	New Haven PSD Construction Account

cc: Samme Gee

Requisition (2)

**RESOLUTION OF THE NEW HAVEN PUBLIC SERVICE DISTRICT APPROVING
INVOICES RELATING TO THE
WINONA WASTEWATER PROJECT
(SRF #C-547850 and IJDC #2010S-1217)
AND AUTHORIZING PAYMENT THEREOF,**

Whereas, The New Haven Public Service District has reviewed the invoices attached hereto and incorporated herein by reference relating to the construction of the Winona Wastewater Project funded in part by the West Virginia Department of Environmental Protection State Revolving Loan, West Virginia Infrastructure and Jobs Development Council (IJDC) and Fayette County Commission and finds as follows:

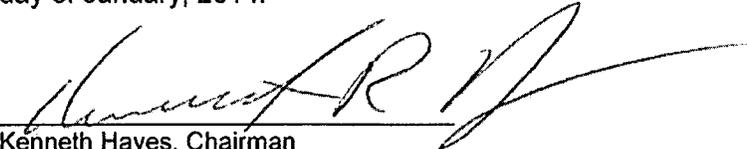
- a) That none of the items for which the payment is proposed to be made has formed the basis for any disbursement heretofore made.
- b) That each item for which the payment is proposed to be paid is or was necessary in connection with the project and constitutes a cost of the project.
- c) That each of such costs has been otherwise properly incurred.
- d) That payment for each of the items proposed is due and owing as the date hereof.

WHEREAS, The New Haven Public Service District will deposit the grant and loan proceeds into the Construction Account and will apply said funds to the payment of eligible invoices received by the District.

NOW, THEREFORE, BE IT RESOLVED by the New Haven PSD, it hereby authorizes and directs the payment of the attached invoices as follows:

DESCRIPTION OF WORK	INVOICE AMOUNT	CWSRF Forgivable Loan Design	WVDEP Stream Restoration	CWSRF Forgivable Loan Construction	Fayette Co. Com.
<u>TECHNICAL SERVICES</u>					
Stafford Consultants, Incorporated PO Box 5849, 1105 Mercer Street Princeton, West Virginia 24740	156,531.59	156,531.59	0.00	0.00	0.00
Basic	\$154,400.00				
a. Report & Study	\$78,200.00				
Invoice #690202001	\$16,551.00				
Invoice #690202002	\$61,649.00				
b. Preliminary Design	\$76,200.00				
Invoice #690208001	\$ 3,300.00 Partial				
Invoice #690208002	\$ 8,100.00				
Invoice #690208003	\$ 8,100.00				
Invoice #690208004	\$40,500.00				
Invoice #690208005	\$16,200.00				
Special	\$ 2,131.59				
c. Field Investigation					
Invoice #690203001	\$ 932.42				
d. Right of Way Maps					
Invoice #690209001	\$ 1,199.17				
TOTAL	\$156,531.59	\$156,531.59	\$0.00	\$0.00	\$0.00

ADOPTED BY THE NEW HAVEN PUBLIC SERVICE DISTRICT, at the meeting held on the 13th day of January, 2014.


Kenneth Hayes, Chairman

EXPENDITURE SCHEDULE #2 NEW HAVEN PSD - WINONA WASTEWATER EXT

Draw: Jan. 13, 2014

FCC - Design	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid To Date (Column 4 + 5)	Remaining (Column 3 - 6)
1. Construction Costs							
a. Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Const Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
a. Basic	21,000.00	0.00	21,000.00	21,000.00	0.00	21,000.00	0.00
b. Resident Project Rep	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Special Services	30,000.00	0.00	30,000.00	30,000.00	0.00	30,000.00	0.00
3. Legal							
a. Lands/ROW Attorney	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. PSC Attorney	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Fees							
a. Project Administrator	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Project Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Appraisals/Prop Surveys	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Bond Counsel							
a. Permits	24,000.00	0.00	24,000.00	3,620.00	0.00	3,620.00	20,380.00
7. Land Acquisitions	20,000.00	0.00	20,000.00	0.00	0.00	0.00	20,000.00
8. Easements	30,000.00	0.00	30,000.00	0.00	0.00	0.00	30,000.00
9. Project Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	125,000.00	0.00	125,000.00	54,620.00	0.00	54,620.00	70,380.00

GWSRF - Design	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid To Date (Column 4 + 5)	Remaining (Column 3-6)
Forgiveable Loan							
1. Construction Costs							
a. Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Const Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
a. Basic	291,700.00	0.00	291,700.00	0.00	154,400.00	154,400.00	137,300.00
b. Resident Project Rep	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Special Services	37,000.00	0.00	37,000.00	0.00	2,131.59	2,131.59	34,868.41
3. Legal							
a. Lands/ROW Attorney	14,000.00	0.00	14,000.00	0.00	0.00	0.00	14,000.00
b. PSC Attorney	7,000.00	0.00	7,000.00	0.00	0.00	0.00	7,000.00
4. Administrative Fees							
a. Project Administrator	50,000.00	0.00	50,000.00	0.00	0.00	0.00	50,000.00
b. Project Accountant	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00
c. Appraisals/Prop Surveys	68,004.00	0.00	68,004.00	0.00	0.00	0.00	68,004.00
5. Bond Counsel							
a. Permits	9,840.00	0.00	9,840.00	0.00	0.00	0.00	9,840.00
7. Land Acquisitions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Easements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Project Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	487,544.00	0.00	487,544.00	0.00	156,531.59	156,531.59	331,012.41

EXPENDITURE SCHEDULE #2 - Page 2

NHPSD-WINONA WW EXT.

Draw: Jan. 13, 2014

UJDE GRANT	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid To Date (Column 4 + 5)	Remaining (Column 3-6)
1. Construction Costs							
a. Construction	287,193.00	0.00	287,193.00	0.00	0.00	0.00	287,193.00
b. Const Contingency	208,000.00	0.00	208,000.00	0.00	0.00	0.00	208,000.00
c. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
a. Basic	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Resident Project Rep	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Legal							
a. Lands/ROW Attorney	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. PSC Attorney	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Fees							
a. Project Administrator	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Project Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Appraisals/Prop Surveys	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Bond Counsel							
a. Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits							
a. Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Land Acquisitions							
a. Land Acquisitions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Easements							
a. Easements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Project Contingency							
a. Project Contingency	34,707.00	0.00	34,707.00	0.00	0.00	0.00	34,707.00
Totals	529,900.00	0.00	529,900.00	0.00	0.00	0.00	529,900.00

DEP STREAM RESTORATION GRANT	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid To Date (Column 4 + 5)	Remaining (Column 3-6)
1. Construction Costs							
a. Construction	1,792,807.00	0.00	1,792,807.00	0.00	0.00	0.00	1,792,807.00
b. Const Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Equipment	30,000.00	0.00	30,000.00	0.00	0.00	0.00	30,000.00
2. Technical Services							
a. Basic	103,000.00	0.00	103,000.00	0.00	0.00	0.00	103,000.00
b. Resident Project Rep	140,000.00	0.00	140,000.00	0.00	0.00	0.00	140,000.00
c. Special Services	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00
3. Legal							
a. Lands/ROW Attorney	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. PSC Attorney	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Fees							
a. Project Administrator	64,069.00	0.00	64,069.00	0.00	0.00	0.00	64,069.00
b. Project Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Appraisals/Prop Surveys	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Bond Counsel							
a. Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits							
a. Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Land Acquisitions							
a. Land Acquisitions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Easements							
a. Easements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Project Contingency							
a. Project Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	2,139,876.00	0.00	2,139,876.00	0.00	0.00	0.00	2,139,876.00

EXPENDITURE SCHEDULE #2- Page 3
NHPSD - WINONA WASTEWATER EXTENSION

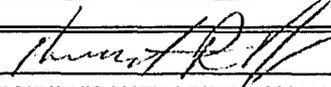
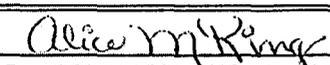
Draw: Jan. 13, 2014

TOTAL PROJECT		As Per	Revised	Paid Prior To	Requested	Paid To Date	Remaining
SUMMARY		Schedule B	Budget	This Draw	This Draw	(Column 4 + 5)	(Column 3 - 6)
		Adjustments					
1. Construction Costs							
a. Construction	2,080,000.00	0.00	2,080,000.00	0.00	0.00	0.00	2,080,000.00
b. Const Contingency	208,000.00	0.00	208,000.00	0.00	0.00	0.00	208,000.00
c. Equipment	30,000.00	0.00	30,000.00	0.00	0.00	0.00	30,000.00
2. Technical Services							
a. Basic	415,700.00	0.00	415,700.00	21,000.00	154,400.00	175,400.00	240,300.00
b. Resident Project Rep	140,000.00	0.00	140,000.00	0.00	0.00	0.00	140,000.00
c. Special Services	77,000.00	0.00	77,000.00	30,000.00	2,131.59	32,131.59	44,868.41
3. Legal							
a. Lands/ROW Attorney	14,000.00	0.00	14,000.00	0.00	0.00	0.00	14,000.00
b. PSC Attorney	7,000.00	0.00	7,000.00	0.00	0.00	0.00	7,000.00
4. Administrative Fees							
a. Project Administrator	114,069.00	0.00	114,069.00	0.00	0.00	0.00	114,069.00
b. Project Accountant	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00
c. Appraisals/Prop Surveys	68,004.00	0.00	68,004.00	0.00	0.00	0.00	68,004.00
5. Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits	33,840.00	0.00	33,840.00	3,620.00	0.00	3,620.00	30,220.00
7. Land Acquisitions	20,000.00	0.00	20,000.00	0.00	0.00	0.00	20,000.00
8. Easements	30,000.00	0.00	30,000.00	0.00	0.00	0.00	30,000.00
9. Project Contingency	34,707.00	0.00	34,707.00	0.00	0.00	0.00	34,707.00
Totals	3,282,320.00	0.00	3,282,320.00	54,620.00	156,531.59	211,151.59	3,071,168.41

PAYMENT REQUISITION FORM

1. LOAN RECIPIENT/VENDOR: 2. SRF PROJECT C-547850
 NAME: New Haven Public Service District 3. INVOICE NUMBER: 1 (One)
 ADDRESS: 84 Jarrett Court 4. PERIOD COVERED BY THIS REQUEST:
Fayetteville, West Virginia 25840 FROM (MO/DAY/YR) TO (MO/DAY/YR)
9/4/2013 1/13/2014
 PHONE: (304) 574-2649 5. PERCENTAGE OF PHYSICAL
 FEIN: 31-1554065 CONSTRUCTION COMPLETION 0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED TOTALS	C) THIS REQUEST	D) TOTAL COLUMNS B & C	E) AGENCY USE ONLY
1) CONSTRUCTION					
a. Construction	0.00	0.00	0.00	0.00	
b. Construction Contingency	0.00	0.00	0.00	0.00	
c. Equipment	0.00	0.00	0.00	0.00	
2) TECHNICAL SERVICES					
a. Basic	291,700.00	0.00	154,400.00	154,400.00	
b. Resident Project Rep	0.00	0.00	0.00	0.00	
c. Special Services	37,000.00	0.00	2,131.59	2,131.59	
3) LEGAL	21,000.00	0.00	0.00	0.00	
4) ADMINISTRATIVE FEES					
a. Project Administrator	50,000.00	0.00	0.00	0.00	
b. Project Accountant	10,000.00	0.00	0.00	0.00	
c. Appraisals/Prop Surveys	68,004.00	0.00	0.00	0.00	
5) Bond Counsel	0.00	0.00	0.00	0.00	
6) Permits	9,840.00	0.00	0.00	0.00	
7) Land Acquisitions	0.00	0.00	0.00	0.00	
8) Easements	0.00	0.00	0.00	0.00	
9) PROJ. CONTINGENCY	0.00	0.00	0.00	0.00	
10) SUBTOTAL	487,544.00	0.00	156,531.59	156,531.59	
11) LESS PREVIOUSLY PAID					0.00
12) INVOICE AMOUNT					156,531.59

13) <u></u> RECIPIENT AUTHORIZED SIGNATURE DATE: <u>January 13, 2014</u> <u>Kenneth R. Hayes, Chairman</u> TYPED OR PRINTED NAME AND TITLE	14) <u></u> PERSON PREPARING FORM SIGNATURE DATE: <u>January 13, 2014</u> <u>Alice M. King, Sr. Project Specialist</u> TYPED AND PRINTED NAME AND TITLE
---	---

AGENCY USE ONLY:

THIS REQUEST APPROVED BY: WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

PROJECT REVIEWER _____	DATE _____	AUTHORIZED OFFICER _____	DATE _____
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ACCOUNTING CLASSIFICATION - DEP USE ONLY

ACCOUNTING NUMBER:	AMOUNT APPROVED:
350 - 1	_____
350 - 2	_____

NEW HAVEN
PUBLIC SERVICE DISTRICT

Mailect
1-13-14
CRH

84 Jarrett Court
FAYETTEVILLE, WV 25840

January 13, 2014

(304) 658-4385

John Tingley
Management Section, Clean Water SRF Program
Division of Water and Waste Management
WV Department of Environmental Protection
601 57th Street, SE
Charleston, West Virginia 25304

RE: New Haven Public Service District – Winona Wastewater Project
SRF – C547850 / IJDC #2010S-1217 Pay Request #1 (Requisition #2)

Dear Mr. Tingley:

In accordance with the established drawdown procedures, this letter of transmittal contains a progress report on the above referenced loan to support the attached Project Requisition #2. Please find enclosed **Pay Request Number 1** for the above referenced New Haven Public Service District – Winona Wastewater Project.

The total amount of the SRF request is **\$156,531.59**.

If you have any questions or need additional information, please contact Alice M. King, Region 4 Planning & Development Council at (304) 872-4970, Ex. 301 or me.

Sincerely,



Kenneth R. Hayes
Chairman

KRH/ak
Enclosure

RECEIVED

NOV 20 2013

Stafford Consultants, Inc.
P.O. Box 5849
1105 Mercer Street
Princeton, WV 24740
(304) 425-9555

REGION 4 PLANNING &
DEVELOPMENT COUNCIL

New Haven Public Service District
c/o Edith Jarrett
84 Jarrett Court
Fayetteville, WV 25840

Invoice number 690202001
Date 09/04/2013
Period Ending: 08/31/2013
Project 056902 NEW HAVEN PSD WINONA
SEWER

Project 05-6902.02 New Haven Winona Sewer Report and Study Phase - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
02-NEW HAVEN PSD WINONA SEWER	16,551.00	100.00	0.00	16,551.00	0.00	0.00	16,551.00
Total	16,551.00	100.00	0.00	16,551.00	0.00	0.00	16,551.00

Invoice total **16,551.00**

Approved by:



Christopher L. Perdue

RECEIVED

NOV 20 2013

REGION 4 PLANNING &
DEVELOPMENT COUNCIL

Stafford Consultants, Inc.
P.O. Box 5849
1105 Mercer Street
Princeton, WV 24740
(304) 425-9555

New Haven Public Service District
c/o Edlith Jarrett
84 Jarrett Court
Fayetteville, WV 25840

Invoice number 690202002
Date 10/02/2013
Period Ending: 09/30/2013
Project 056902 NEW HAVEN PSD WINONA
SEWER

Project 05-6902.02 New Haven Winona Sewer Report and Study Phase - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
02-NEW HAVEN PSD WINONA SEWER	78,200.00	100.00	16,551.00	78,200.00	0.00	0.00	61,649.00
Total	78,200.00	100.00	16,551.00	78,200.00	0.00	0.00	61,649.00

Invoice total **61,649.00**

Approved by:



Christopher L. Perdue

Stafford Consultants, Inc.
P.O. Box 5849
1105 Mercer Street
Princeton, WV 24740
(304) 425-9555

New Haven Public Service District
c/o Edith Jarrett
84 Jarrett Court
Fayetteville, WV 25840

Invoice number 690208001
Date 09/04/2013
Period Ending: 08/31/2013
Project 056902 NEW HAVEN PSD WINONA
SEWER

Project 05-6902.08 New Haven Winona Sewer Preliminary Design Phase - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
08-PREL DESIGN	162,000.00	15.00	0.00	24,300.00	137,700.00	85.00	24,300.00
Total	162,000.00	15.00	0.00	24,300.00	137,700.00	85.00	24,300.00

Invoice total 24,300.00

Approved by:

Christopher Perdue
by EATL
Christopher L. Perdue

Amount to be paid by FCC ¹⁰21,000.^c
Remaining Amount to be paid by CWSR
¹⁰3,300.⁰⁰

cc: Region IV

PAID
12-20-13 #1662
FCC \$21,000.⁰⁰ *tlc*

Stafford Consultants, Inc.
 P.O. Box 5849
 1105 Mercer Street
 Princeton, WV 24740
 (304) 425-9555

New Haven Public Service District
 c/o Edith Jarrett
 84 Jarrett Court
 Fayetteville, WV 25840

Invoice number 690208002
 Date 10/02/2013
 Period Ending: 09/30/2013
 Project 056902 NEW HAVEN PSD WINONA SEWER

Project 05-6902.08 New Haven Winona Sewer Preliminary Design Phase - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
08-PREL DESIGN	162,000.00	20.00	24,300.00	32,400.00	129,600.00	80.00	8,100.00
Total	162,000.00	20.00	24,300.00	32,400.00	129,600.00	80.00	8,100.00

Invoice total 8,100.00

Approved by:



Christopher L. Perdue

cc: Region IV

Stafford Consultants, Inc.
 P.O. Box 5849
 1105 Mercer Street
 Princeton, WV 24740
 (304) 425-9555

New Haven Public Service District
 c/o Edith Jarrett
 84 Jarrett Court
 Fayetteville, WV 25840

Invoice number 690208003
 Date 11/05/2013
 Period Ending: 10/31/2013
 Project: 056902 NEW HAVEN PSD WINONA SEWER

Project 05-6902.08 New Haven Winona Sewer Preliminary Design Phase - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Percent Complete	Proj. Billed	Total Billed	Remaining	Remaining Percent	Current Billed
08-PREL DESIGN	162,000.00	25.00	32,400.00	40,500.00	121,500.00	75.00	8,100.00
Total	162,000.00	25.00	32,400.00	40,500.00	121,500.00	75.00	8,100.00

Invoice total 8,100.00

Approved by:



Christopher L. Perdue

cc: Region IV

Stafford Consultants, Inc.
P.O. Box 5849
1105 Mercer Street
Princeton, WV 24740
(304) 425-9555

New Haven Public Service District
c/o Edith Jarrett
84 Jarrett Court
Fayetteville, WV 25840

Invoice number 690208004
Date 12/04/2013
Period Ending: 11/30/2013
Project 056902 NEW HAVEN PSD WINONA
SEWER

Project 05-6902.08 New Haven Winona Sewer Preliminary Design Phase - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
08-PREL DESIGN	162,000.00	50.00	40,500.00	81,000.00	81,000.00	50.00	40,500.00
Total	162,000.00	50.00	40,500.00	81,000.00	81,000.00	50.00	40,500.00

Invoice total **40,500.00**

Approved by:



Christopher L. Perdue

cc: Region IV

Stafford Consultants, Inc.
P.O. Box 5849
1105 Mercer Street
Princeton, WV 24740
(304) 425-9555

New Haven Public Service District
c/o Edith Jarrett
84 Jarrett Court
Fayetteville, WV 25840

Invoice number 690208005
Date 01/02/2014
Period Ending: 12/31/2013
Project 056902 NEW HAVEN PSD WINONA
SEWER

Project 05-6902.08 New Haven Winona Sewer Preliminary Design Phase - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
08-PREL DESIGN	162,000.00	60.00	81,000.00	97,200.00	64,800.00	40.00	16,200.00
Total	162,000.00	60.00	81,000.00	97,200.00	64,800.00	40.00	16,200.00

Invoice total **16,200.00**

Approved by:

Christopher L. Perdue

cc: Region IV

Stafford Consultants, Inc.
 P.O. Box 5849
 1105 Mercer Street
 Princeton, WV 24740

New Haven Public Service District
 c/o Edith Jarrett
 84 Jarrett Court
 Fayetteville, WV 25840

Invoice number 690203001
 Date 11/05/2013
 Period Ending 10/31/2013

Project 056902 NEW HAVEN PSD WINONA
 SEWER

Project 05-6902.03 New Haven Winona Sewer Field Investigation - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
03 FIELD INVESTIGATION	7,200.00	0.00	932.42	932.42
Total	7,200.00	0.00	932.42	932.42

Labor

Field Investigation

	Hours	Rate	Billed Amount
Christopher L. Perdue 30-FIELD EXAMINATIONS OBSERVATIONS	5.00	96.00	480.00
Matthew W. Peters 60-FIELD REVIEW	5.50	65.00	357.50
Labor subtotal	10.50		837.50

Expense

Field Investigation

	Billed Amount
70.03-PERSONAL CAR MILEAGE-BASIC PROJECTS Christopher L. Perdue	94.92
Invoice total	932.42

Approved by:



Christopher L. Perdue

Stafford Consultants, Inc.
P.O. Box 5849
1105 Mercer Street
Princeton, WV 24740

New Haven Public Service District
c/o Edith Jarrett
84 Jarrett Court
Fayetteville, WV 25840

Invoice number 690209001
Date 12/04/2013
Period Ending 11/30/2013

Project 056902 NEW HAVEN PSD WINONA
SEWER

Project 05-6902.09 New Haven Winona Sewer Right of Way Maps Phase - For engineering services related to the aerial survey and field collection of control data points necessary to develop the required base mapping in AutoCAD format for use in designing the STEP Wastewater Collection and Treatment system for the Community of Winona.

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
09 RIGHT OF WAY MAPS	5,800.00	0.00	1,199.17	1,199.17
Total	5,800.00	0.00	1,199.17	1,199.17

Labor

Right of Way Maps

	Hours	Rate	Billed Amount
Howard Berry 30-RIGHT OF WAY & EASEMENT MAPS	3.00	82.00	246.00
Kevin G. Smith 50-GRAPHICS	15.50	60.00	930.00
Labor subtotal	18.50		1,176.00

Expense

Right of Way Maps

	Billed Amount
70.01-PERSONAL CAR MILEAGE - REIMBURSEABLE PROJECTS Howard Berry	23.17
Invoice total	1,199.17

Approved by:



Christopher L. Perdue

New Haven Public Service District
Project **066902 NEW HAVEN PSD WINONA SEWER**

Invoice number **690209001**
Date **12/04/2013**

cc: *Region IV*

LAW OFFICES OF

PHILIP J. TISSUE

303 JONES AVENUE
OAK HILL, WEST VIRGINIA 25901

TELEPHONE 304/469-4431 • FAX 304/469-4844
ptissue@frontier.com

January 28, 2014

New Haven Public Service District
Fayetteville, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Re: New Haven Public Service District \$487,544 Funding Assistance
(West Virginia CWSRF Program)

Ladies and Gentlemen:

I am counsel to New Haven Public Service District (the "Local Government"), a public corporation and political subdivision of the State of West Virginia.

I have examined a certified copy of proceedings and other papers related to the authorization of a Funding Assistance Agreement dated January 28, 2014, including all schedules and exhibits attached hereto (the "Funding Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purpose of (i) paying the costs of the undertaking the Project, and (ii) paying certain issuance and other costs in connection therewith.

I have also examined the applicable provisions of Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the Funding Assistance Resolution duly adopted by the Local Government on January 13, 2014 (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

Based upon the foregoing and upon my examination of such other documents as I have deemed necessary, I am of the opinion as follows:

1. The Funding 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 Funding 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 _____ public service district, with full power and authority to undertake the Project, to operate and maintain the System, to adopt the Local Act and to enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

4. The members and officers of the governing body of the Local Government have been duly and properly authorized and appointed, have taken the requisite oaths and are thereby authorized to act on behalf of the Local Government in their respective capacities.

5. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted 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 Funding Assistance Agreement.

6. The execution and delivery of the Funding Assistance Agreement and the consummation of the transactions contemplated by the Funding Assistance Agreement and the Local Act, 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 Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.

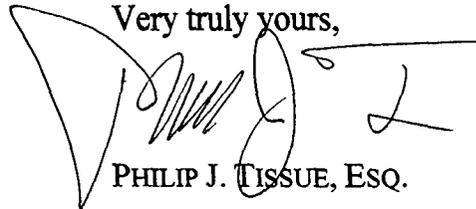
7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, the undertaking of the Project, and the operation of the System, including, without limitation, all requisite permits, approvals, orders and certificates from the Public Service Commission of West Virginia, the DEP and the West Virginia Infrastructure and Jobs Development Council.

8. The Local Government has received the PSC Order dated December 24, 2013, in Case No. 13-0011-PSD-PC, approving the financing for the Project. The Order is in full force and effect.

9. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity 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 Funding Assistance Agreement or the Local Act, the undertaking of the Project, or the operation of the System.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. J. Tissue', is written over a horizontal line. The signature is stylized and cursive.

PHILIP J. TISSUE, ESQ.