

\$143,924

Wilderness Public Service District
Design Funding Assistance Note, Series 2014 A
(West Virginia DWTRF Program)

Closing Date: January 31, 2014



JACKSONKELLYSM
ATTORNEYS AT LAW PLLC

**WILDERNESS PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE
SERIES 2014 A (WEST VIRGINIA DWTRF PROGRAM)**

Closing Date: January 31, 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.wvda.org - Email: contact@wvda.org

Date 1/30/14 Time _____ LGA Wilderness PSD Program _____ DW

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Sheila Miller	WDA	304-414-6500	304-414-0865	smiller@wvda.org
Mark Imbrogno	WDA JK	304-340-1206	304-340-1272	mimbrogno@jacksonkelly.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 Debbie Gilbert Telephone 304-872-1598 E-Mail debbie.wpsd@gmail.com
 Address P.O. Box 37 Mount Nebo, WV 26679

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.

STATE OF WEST VIRGINIA,
COUNTY OF NICHOLAS, ss:

IN THE COUNTY COURT THEREOF.

ORDER CREATING
WILDERNESS PUBLIC SERVICE DISTRICT
IN NICHOLAS COUNTY, WEST VIRGINIA

WHEREAS, the County Court of Nicholas County, West Virginia, did heretofore fix a date for a public hearing on the creation of the proposed Wilderness Public Service District, and in and by notice published, provide that all persons residing in or owning or having any interest in property in the proposed public service district might appear before the County Court at this meeting and have the opportunity to be heard for and against the creation of said district; and,

WHEREAS, notice of this hearing was duly given in the manner provided and required by said order and by Article 13A of Chapter 16 of the West Virginia Code, and all interested parties having been afforded an opportunity of being heard for and against the creation of said district, but no written protest has been filed by the requisite number of qualified voters registered and residing within said proposed public service district and said County Court has given due consideration to all matters for which such hearing was offered; and,

WHEREAS, it is now deemed desirable by the said County Court to enter an order creating said district:

NOW, THEREFORE, IT IS HEREBY ORDERED by the County Court of Nicholas County, West Virginia, as follows:

Section 1. That a public service district within

Nicholas County, West Virginia, is hereby created and said district shall have the following boundaries:

Beginning at a point in the center of Gauley River, more or less, at or near the mouth of Meadow River. Said point being a common point between Nicholas County, Fayette County, Grant District and Wilderness District; thence up Meadow River with its meanderings thereof and following said County line to the mouth of Anglins Creek; thence leaving said River and County line and up Anglins Creek with its meanderings thereof to the mouth of Dorsey Branch; thence leaving Anglins Creek and up Dorsey Branch with its meanderings thereof to the intersection of West Virginia County Road Number 13 and West Virginia County Road Number 13/2; thence with West Virginia County Road Number 13 to the intersection of West Virginia County Road Number 13 and West Virginia County Road Number 26; thence leaving said roads and down and with a right hand fork of Hominy Creek to the mouth of said fork, being a point in the Kentucky and Wilderness District line; thence with said District line and down Hominy Creek with its meanderings thereof to the high water mark (Elevation 1710) of the Summersville Reservoir; thence leaving said Creek and District line and with said high water mark to a point at or near the center of Summersville Dam, said point being in the Grant and Wilderness District line; thence leaving said high water mark and with said District line and down and with the center of Gauley River, more or less, to the place of beginning.

Containing an area of approximately 23,406 acres and the communities of Mt. Nebo, Mt. Lookout, Runa, and Pool, among others, all within Wilderness Magisterial District of Nicholas County, State of West Virginia.

Section 2. That said public service district so created shall have the name and corporate title of "Wilderness Public Service District" and shall constitute a public corporation and political sub-division of the State of West Virginia, having all of the rights and powers conferred on public service districts by the laws of the State of West Virginia, and particularly Article 13A of Chapter 16 of the West Virginia Code.

Section 3. That the County Court of Nicholas County, West Virginia, has determined that the territory within Nicholas County, West Virginia, having the above described boundaries is so situated that the construction or acquisition by purchase or otherwise and the maintenance, operation, improvement and extension of properties supplying water services within such territory by said public service district will be conducive to the preservation of public health, comfort, and convenience of said area.

Given under our hands this the 7th day of April, 1975.

President

B. B. Campbell

Commissioner

Morris McChesney

Commissioner

BOOK 024 PAGE 259

STATE OF WEST VIRGINIA,
COUNTY OF NICHOLAS, ss:

I, Spurgeon Hinkle, Jr., hereby certify that I am the duly qualified and acting Clerk of the County Court of Nicholas County, West Virginia, and that the foregoing constitutes a true, correct, and complete transcript of the proceedings of said County Court as had under date of April , 1975, and an order then adopted relating to the creation of the Wilderness Public Service District, all as shown by the official records in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Court at Summersville, West Virginia, this 7 day of April, 1975.


Clerk, County Court

(SEAL)

I, JOHN GREER, do hereby certify that this is a true copy from the records.

Teste: JOHN GREER, Clerk
Nicholas County Clerk

Date 4/26/01 By John Greer
Clerk

STATE OF WEST VIRGINIA
COUNTY OF NICHOLAS, ss:

B.OM. 0031 PAGE 741

IN THE COUNTY COMMISSION THEREOF

O R D E R

WHEREAS, pursuant to a Class I legal notice, a public hearing was held in the matter of the proposed boundary change of the Wilderness Public Service District, to include certain areas around Meadow River and Nallen in Fayette and Nicholas Counties; and,

WHEREAS, said public hearing was conducted on Wednesday, January 8, 1992 at 9:30 a.m., in the office of the Nicholas County Commission, Nicholas County Courthouse, Summersville, West Virginia, for the express purpose of public comment on the proposed boundary change; and,

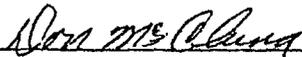
WHEREAS, it was noted that present for the hearing was W. D. Amick, Chairman, Wilderness Public Service District and Attorney Timothy Ruckman, Counsel for said District, and further that no other persons appeared to offer input into this matter.

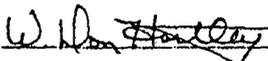
THEREFORE, upon motion made by President Don McClung and seconded by Commissioner Lloyd Paxton, with motion passing unanimously, the following boundary change was so Ordered by the Nicholas County Commission.

That the Wilderness Public Service District as described more aptly beginning at a point in the center of Gauley River more or less, at or near the mouth of Meadow River. Said point being a common point between Nicholas County, Fayette County, Grant District and Wilderness District; thence up Meadow River with its meanderings thereof and following Fayette and Nicholas County Line to a point where Fayette County Route 41/1 comes down to River Side. Thence up said route across CSX Railroad Tracks and thence leaving said Route 41/1 and paralleling CSX Railroad Tracks at an offset of 500' west of said tract centerline to a point in line with Greenbrier, Nicholas County Line. Then in a eastward direction across Route 41, across CSX Railroad Track across Meadow River to said County Line and up said line to, and following first right fork of Miller Creek; thence leaving Miller Creek and crossing Nicholas County Rt. 41/10 and paralleling Rt. 41 offset 1000' feet east of said road and across 41/9 and continuing at an 500' offset from Rt. 41 to Anglins Creek with its meanderings thereof to the mouth of Dorsey Branch; thence leaving Anglins Creek and up Dorsey Branch with its meanderings thereof to the intersection of West Virginia County Road Number 13 and West Virginia County Road Number 13/2; Thence with West Virginia County Road Number

13 to the intersection of West Virginia County Road Number 13 and West Virginia Road Number 26; thence leaving said roads and down and with a right-hand fork of Hominy Creek to the mouth of said fork, being a point in the Kentucky and Wilderness District line; thence with said District line and down Hominy Creek with its meanderings thereof to the high water mark (Elevation 1710) of the Summersville Reservoir; thence leaving said creek and District line and with said high water mark to a point at or near the center of Summersville Dam, said point being in the Grant and Wilderness District line; thence leaving center of Dam and continuing along high water mark to a point 500 feet north of picnic area on west shore of Battle Run Cove; thence leaving this high water mark following and 500 feet on north side of West Virginia County Road to a point 1,200 feet from and on east side of West Virginia County Road Number 9; thence following West Virginia County Road Number 9 and 1,200 feet on east side of said road 3,700 feet to a point; thence proceeding along a line perpendicular to centerline of said road and crossing said road to a point 1,200 feet on the west side of said road; thence following said road and 1,200 feet on west side of said to a point on State Route 129 near Zoar Church and 1,200 feet from Keslers Cross Lanes Intersection; thence following State Route 129 from said intersection and 1,200 feet on west side of said route to a point 1, 200 feet from intersection of said route and West Virginia Secondary Route 23 and 1,200 feet on the west side of said route to a point 700 feet from boundary line of Carnifex Ferry State Park, thence leaving West Virginia Secondary Route 23 and proceeding to a point being the northeast corner of the Carnifex Ferry State Park; thence proceeding to the southeast corner along State Park property line; thence following a straight line to the place of beginning containing 27,654 acres, more or less shown on the attached map to this Order.

Entered this 22 day of January, 1992


Don McClung President

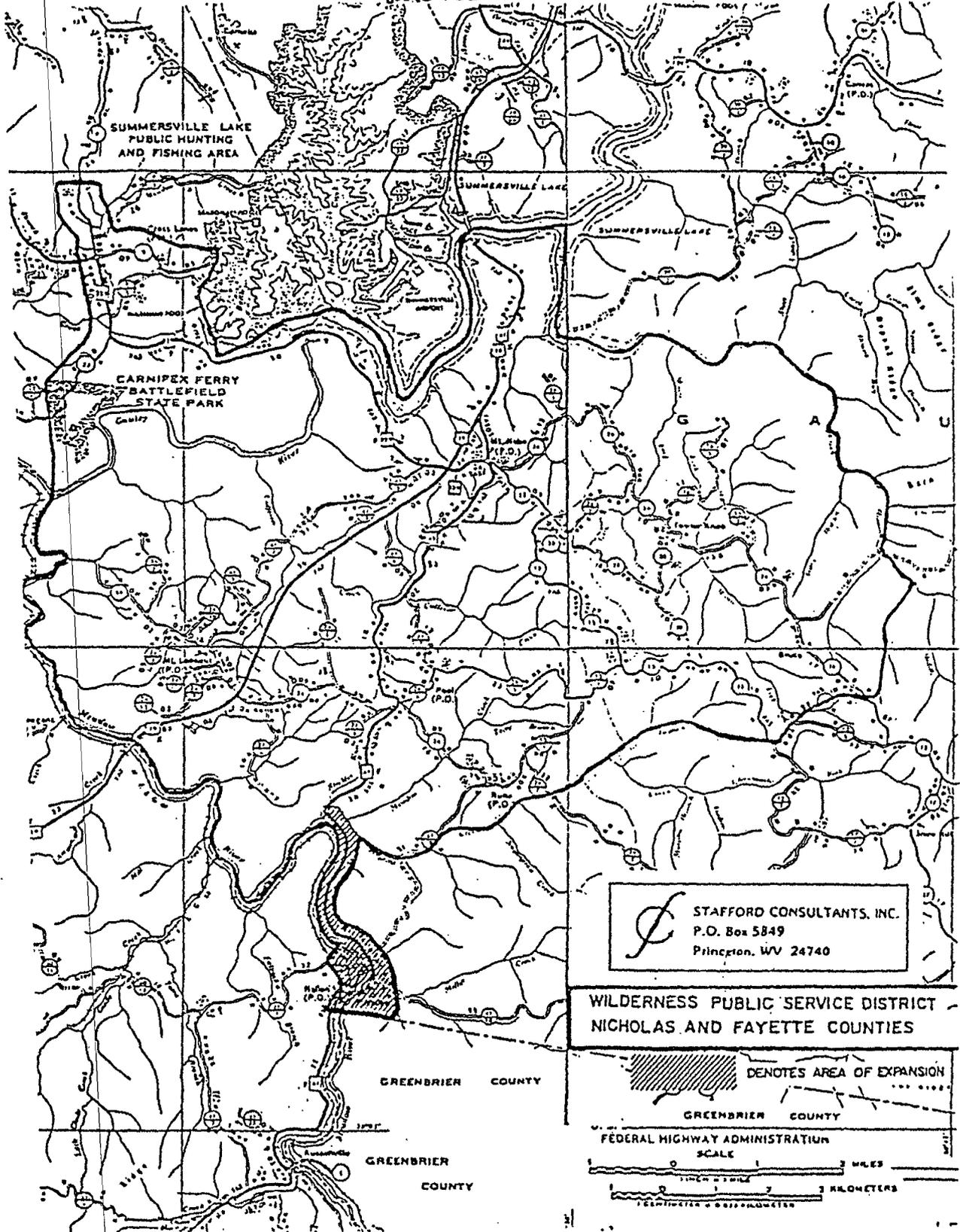

W. Don Hartley, Commissioner

Approved:


Lloyd G. Paxton, Commissioner


Prosecuting Attorney

BOOK 0031 PAGE 742



I, ~~John Greer~~, do hereby certify
that this is a true copy from the records.
Teste: JOHN GREER, Clerk
Nicholas County Clerk
Date 7/26/11 By John Greer
Clerk

R E S O L U T I O N

The Nicholas County Commission met in regular session at the Courthouse on Wednesday, August 31, 1983.

Upon motion made by Commissioner Lay and seconded by President Cutlip, and which motion passing unanimously, the following Resolution was adopted.

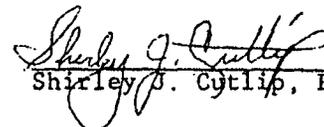
That the Wilderness Public Service District be expanded to include certain areas of federal land in and around the Summersville Dam and Keslers Cross Lanes, and;

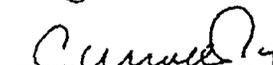
That the Wilderness Public Service District as described more aptly beginning at a point in the center of Gauley River more or less, at or near the mouth of Meadow River. Said point being a common point between Nicholas County, Fayette County, Grant District and Wilderness District; thence up Meadow River with its meanderings thereof and following said County line to the mouth of Anglins Creek; thence leaving said River and County line and up Anglins Creek with its meanderings thereof to the mouth of Dorsey Branch; thence leaving Anglins Creek and up Dorsey Branch with its meanderings thereof to the intersection of West Virginia County Road Number 13 and West Virginia County Road Number 13/2; thence with West Virginia County Road Number 13 to the intersection of West Virginia County Road Number 13 and West Virginia County Road Number 26; thence leaving said roads and down and with a right-hand fork of Hominy Creek to the mouth of said fork, being a point in the Kentucky and Wilderness District line; thence with said District line and down Hominy Creek with its meanderings thereof to the high water mark (Elevation 1710) of the Summersville Reservoir; thence leaving said Creek and District line and with said high water mark to a point at or near the center of Summersville Dam, said point being in the Grant and Wilderness District line; thence leaving center of Dam and continuing along high water mark to a point

500 feet north of picnic area on west shore of Battle Run Cove; thence leaving this high water mark following and 500 feet on north side of West Virginia County Road to a point 1,200 feet from and on east side of West Virginia County Road Number 9; thence following West Virginia County Road Number 9 and 1,200 feet on east side of said road 3,700 feet to a point; thence proceeding along a line perpendicular to centerline of said road and crossing said road to a point 1,200 feet on the west side of said road; thence following said road and 1,200 feet on west side of said to a point on State Route 129 near Zoar Church and 1,200 feet from Keslers Cross Lanes Intersection; thence following State Route 129 from said intersection and 1,200 feet on west side of said route to a point 1,200 feet from intersection of said route and West Virginia secondary Route 23; thence following West Virginia Secondary Route 23 and 1,200 feet on the west side of said route to a point 700 feet from boundary line of Carnifex Ferry State Park, thence leaving West Virginia Secondary Route 23 and proceeding to a point being the northeast corner of the Carnifex Ferry State Park; thence proceeding to the southeast corner along State Park property line; thence following a straight line to the place of beginning containing 27,014 acres, more or less shown on the attached map to this resolution to be made a part of same.

Given under our hands this 31 day of August, 1983.

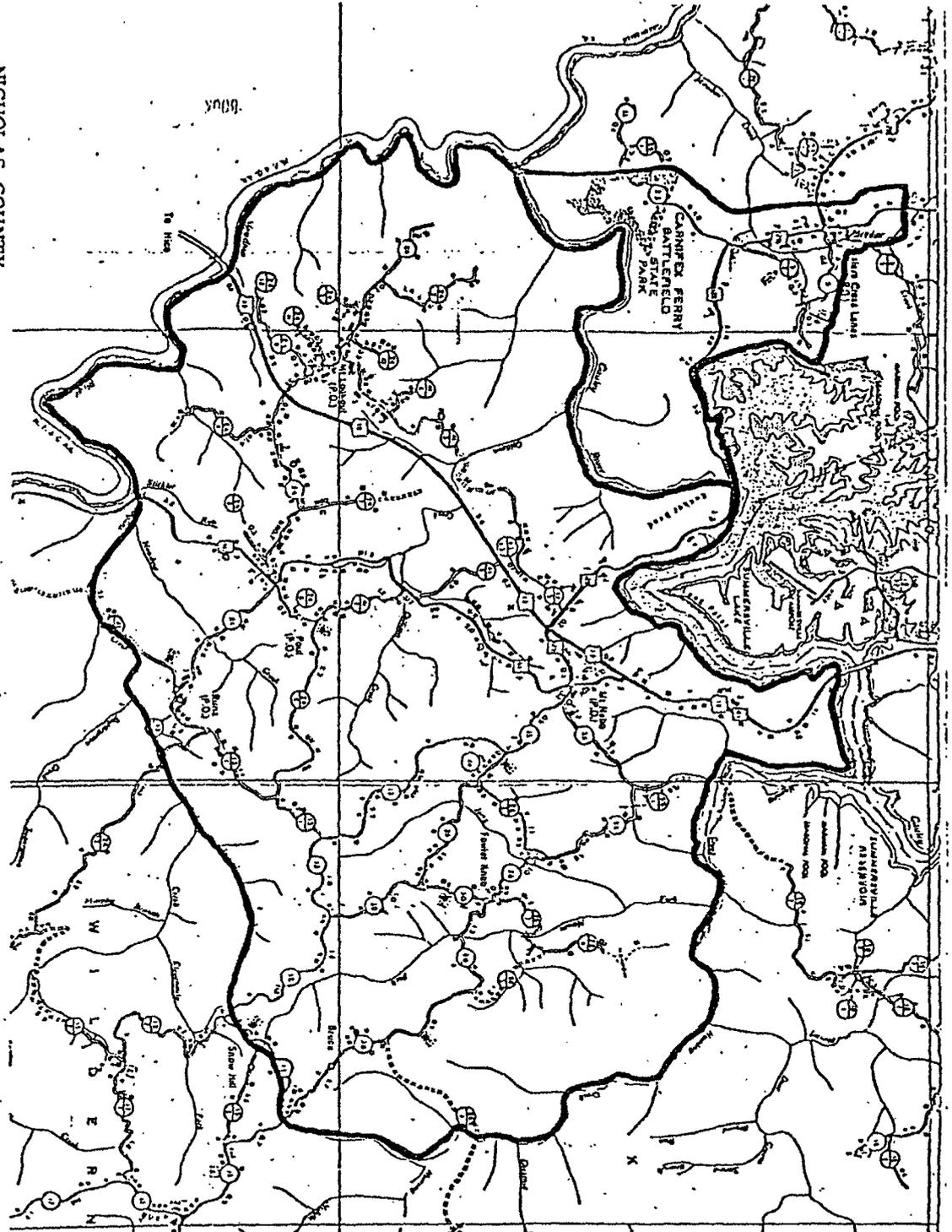
BOOK 627 PAGE 571


Shirley J. Cutlip, President


Carroll T. Lay, Commissioner


W. Don Hartley, Commissioner

NICHOLAS COUNTY
WILDERNESS PUBLIC SERVICE DISTRICT



BOOK 127 PART 572

I, JOHN GREER, do hereby certify
that this is a true copy from the records.

Teste: JOHN GREER, Clerk
Nicholas County Clerk

Date 4/26/00 By [Signature]
Clerk

STATE OF WEST VIRGINIA
COUNTY OF NICHOLAS, ss:

IN THE COUNTY COMMISSION THEREOF

O R D E R

WHEREAS, pursuant to a Class I legal notice, and posted notice as required by statute, a public hearing was held in the matter of the proposed boundary change of the Wilderness Public Service District, to include certain areas around W. Va. Route 129 in Nicholas County; and,

WHEREAS, said public hearing was conducted on April 17, 1996, at 9:30 a.m., in the office of the Nicholas County Commission, Nicholas County Courthouse, Summersville, West Virginia, for the express purpose of public comment on the proposed boundary change; and,

WHEREAS, it was noted that present for the hearing was W. D. Amick, Chairman, Wilderness Public Service District and Attorney Julia R. Wise for Timothy R. Ruckman, Counsel for said District, and further that Edward Shutt, Engineer, Stafford Consultants, Inc., and W. D. Smith, Region IV Planning and Development Council, appeared to offer input into this matter.

The Commission then opened the hearing to public comment and it was brought to the Commission's attention that the proposed boundary change should be revised to include an additional three (3) to four (4) houses up to the New York Central Railroad Tracks on the northwestern portion of the boundary change.

At that time, an appropriate motion was made by Commissioner Lloyd Paxton to include the revision to the boundary change and to approve said boundary change and said motion was seconded by Commissioner Birl O'Dell, there being only positive comments from the public and no opposition to the revision by the public, said motion passed unanimously.

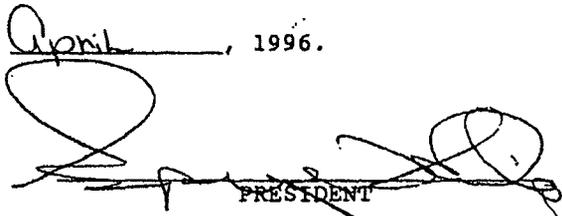
THEREFORE, the following revised boundary change was so ORDERED by the Nicholas County Commission:

That the Wilderness Public Service District as described more aptly beginning at a point in the center of Gauley River more or less, at or near the mouth of Meadow River. Said point being a common point between Nicholas County, Fayette County, Grant District and Wilderness District; thence up Meadow River with its meanderings thereof and following Fayette and Nicholas County Line to a point where Fayette County Route 41/1 comes down to River Side. Thence up said route across CSX Railroad Tracks and thence leaving said Route 41/1 and paralleling CSX Railroad Tracks at an offset of 500' west of said track centerline to a point in line with Greenbrier, Nicholas County Line. Then in a eastward direction across Route 41, across CSX Railroad Track across Meadow River to said County Line and up said line to, and following first right fork or Miller Creek; thence leaving Miller Creek and crossing Nicholas County Rt. 41/10 and paralleling Rt. 41 offset 1000' east of said road and across 41/9 and continuing at an 500' offset from Rt. 41 to Anglins Creek with its meanderings thereof to the mouth of Dorsey Branch; thence leaving Anglins Creek and up Dorsey Branch with its meanderings thereof to the intersection of West Virginia County Road Number 13 and West Virginia County Road Number 13/2; thence with West Virginia County road Number 13 to the intersection of West Virginia County Road Number 13 and West Virginia County Road Number 26; thence leaving said roads and down and with a right-hand fork of Hominy Creek to the mouth of said fork, being a point in the Kentucky and Wilderness District line; thence with said District line and down Hominy Creek with its meanderings thereof to the high water mark (Elevation 1710) of the Summersville Reservoir; thence leaving said creek and District line and with said high water mark to a point at or near the center of Summersville Dam, said point being in the Grant and Wilderness District line; thence leaving center of Dam and continuing along high water mark to a point 500 feet north of picnic area on west

shore of Battle Run Cove; thence leaving this high water mark continuing due North for 5,000 feet to County Route 9/5 and continuing North of said Road for an additional 1,000 feet thence leaving this point heading due West to 500 feet East of County Route 9, known as Whitewater Road and following Route 9 Northly at a 500 feet offset East of said road for 6,000 feet, thence heading due West crossing Route 9 for 18,000 feet to a point. Thence leaving said point and heading due north for 1500 feet to the center line of the New York Central Railroad. Thence following said Railroad in an easterly direction and crossing Route 129 and for a distance of 1,000 feet past the crossing of Route 129 thence proceeding due south for 16,000 feet to the Nicholas and Fayette County Line in the Gauley River, thence following said County Line up River to the confluence of the Meadow River with the Gauley River and original point of beginning. Containing a new total of 45,100 acres more or less and shown on the attached map to this Order to be made a part of same.

All of which is accordingly so ordered.

ENTER this 18 day of April, 1996.



PRESIDENT



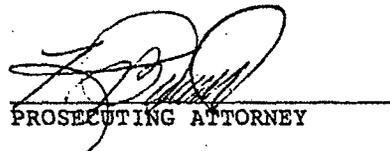
COMMISSIONER



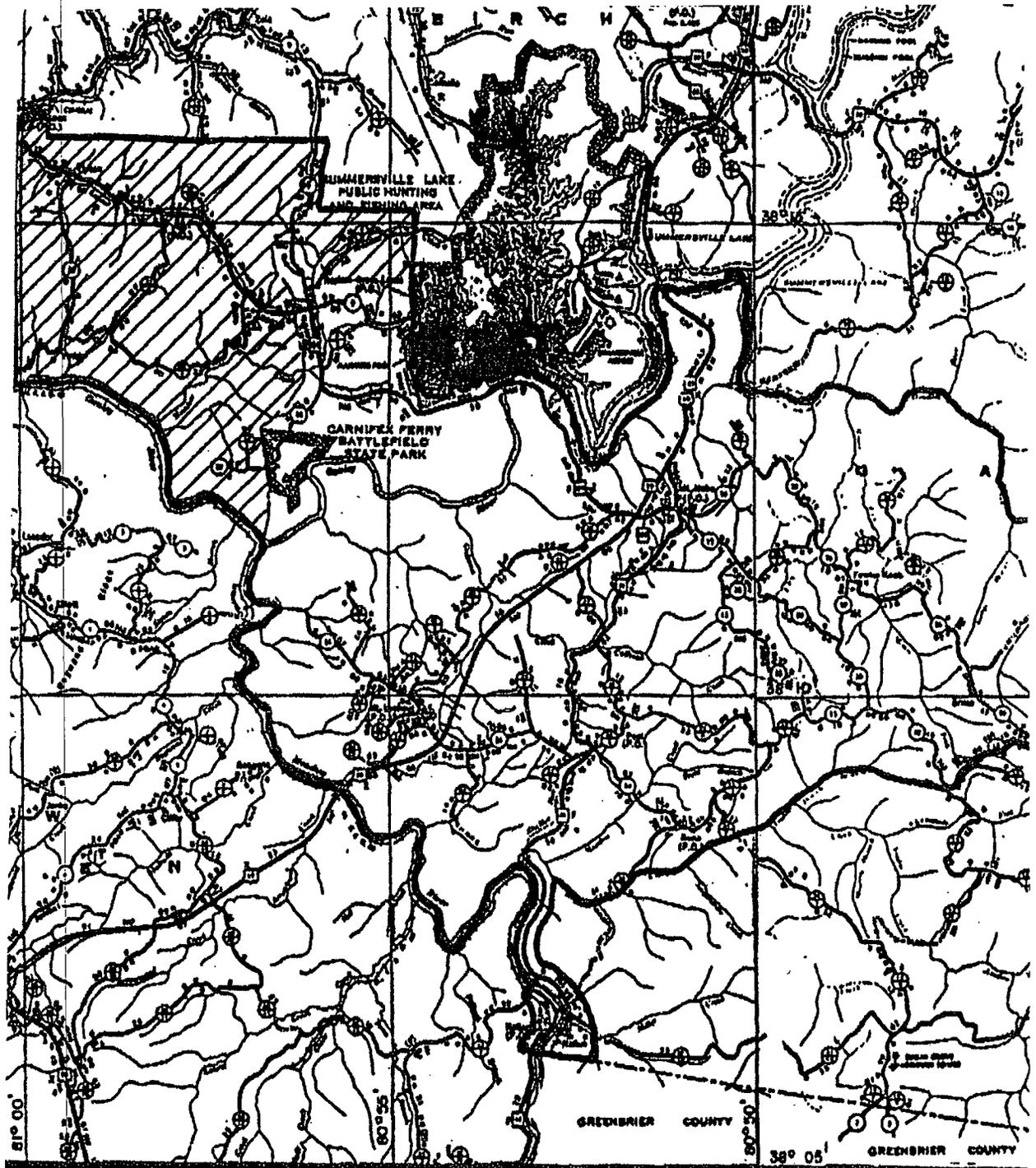
COMMISSIONER

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APPROVED:

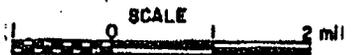


PROSECUTING ATTORNEY



WILDERNESS PUBLIC SERVICE DISTRICT
NICHOLAS AND FAYETTE COUNTIES

MARCH 1996
REVISED APRIL 1996



S STAFFORD CONSULTANTS, INC.
P.O. Box 5849
Pinecroft, WV 24740


DENOTES AREA OF EXPANSION

BOOK 0035 PAGE 102

HE

I, JOHN GREER, do hereby certify
that this is a true copy from the records.
Teste: JOHN GREER, Clerk
Nicholas County Clerk

Date 4/24/96 By John Greer
Clerk

RECEIVED
NOV 19 1996

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
11-18-96

Entered: October 29, 1996

CASE NO. 96-0460-PWD-PC

NICHOLAS COUNTY COMMISSION

Petition to enlarge boundaries of
the Wilderness Public Service District.

RECOMMENDED DECISION

On April 22, 1996, the Nicholas County Commission (County Commission) filed a petition to enlarge the boundaries of the Wilderness Public Service District.

By Order dated July 8, 1996, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before November 18, 1996.

In an Initial and Final Joint Staff Memorandum filed June 27, 1996, Ronald E. Robertson, Jr., Esquire, Staff Attorney, to which was attached the Initial and Final Staff Internal Memorandum of Mr. Robert M. Hubbard, Senior Utilities Analyst, Public Service District Division, advised that the petition filed by the Nicholas County Commission is to enlarge the boundaries of the Wilderness Public Service District. According to the petition, the enlargement of the boundaries will be conducive to the preservation of public health, comfort and convenience of said area. The Nicholas County Commission held a public hearing on April 17, 1996, and there was no opposition to the proposed boundary changes and the proposed changes were passed unanimously. Mr. Robertson indicated that the affidavits of publication and public posting were properly attached to the County Commission's petition and the enlargement of the boundaries of the Wilderness Public Service District will not infringe or encroach on any utility operations. Mr. Robertson indicated that Staff is of the opinion that the County Commission has sufficiently satisfied the requirements set forth in West Virginia Code §16-13A-2; therefore, it is recommended that the Nicholas County Commission's petition to enlarge the Wilderness Public Service District, as requested.

On November 11, 1996, this matter was set for a hearing to be held at the Municipal Building, Upstairs, 400 North Broad Street, Charleston, West Virginia, on October 8, 1996. Said Order requires the Nicholas County Commission publish a Notice of Hearing, in a newspaper, duly qualified by the Secretary of State, of general circulation in Nicholas County.

On September 27, 1996, the affidavit of publication was submitted reflecting that publication of the Notice of Hearing had been made in accordance with the Commission's requirements.

The hearing was held as scheduled. Appearing at the hearing was Mr. Spurgeon Hinkle, President, Nicholas County Commission. Commission Staff was represented by Ronald Robertson, Esquire, Staff Attorney. No one appeared from the public to give protest to the petition of the Nicholas County Commission. Since no one appeared in protest to the petition, no evidence was taken except for Staff Exhibit No. 1, the Initial and Final Joint Staff Memorandum in this case, and the matter was submitted as an unprotested case. (Tr., p. 4).

DISCUSSION

This petition was filed by the Nicholas County Commission seeking approval to enlarge the boundaries of the Wilderness Public Service District. Commission Staff reviewed the Nicholas County Commission's petition and found it to satisfy the requirements of West Virginia Code §16-13-2 and recommended approval of the County Commission's petition.

At the hearing held in this matter on October 8, 1996, in Nicholas County, no one appeared in protest to the petition after proper notice had been given of the date, time and place of the hearing. Since the petition was unprotested, the matter was submitted as an unprotested case and no evidence was taken, except for Staff Exhibit No. 1 which was a copy of the Initial and Final Joint Staff Memorandum of Commission Staff setting forth Staff's recommendation in this case. Since proper publication has been made of the hearing to be held in Nicholas County in accordance with West Virginia Code §16-13A-2 and no one appeared in protest to the petition of the Nicholas County Commission, said petition should be granted.

FINDINGS OF FACT

1. On April 22, 1996, the Nicholas County Commission filed a petition with the Public Service Commission to enlarge the boundaries of the Wilderness Public Service District. (See petition).

2. By Order dated September 11, 1996, this matter was set for a hearing to be held in Summersville, Nicholas County, in accordance with the provisions of West Virginia Code §16-13A-2. Said Order also required that the Nicholas County Commission publish a Notice of Hearing once in a newspaper, published and of general circulation in Nicholas County. (See Order dated September 11, 1996).

3. On September 27, 1996, the Nicholas County Commission filed an affidavit of publication reflecting that proper publication had been made in Nicholas County in accordance with the Commission's requirements. (See affidavit of publication, case file).

CONCLUSION OF LAW

The Administrative Law Judge is of the opinion and finds that, since a public hearing was held in Nicholas County, in accordance with the provisions of West Virginia Code §16-13A-2, on the petition filed by the Nicholas County Commission and since no one appeared at the hearing to make protest to the petition, said petition can be approved as an unprotested case.

ORDER

IT IS, THEREFORE, ORDERED that the April 18, 1996 Order of the Nicholas County Commission, filed on April 22, 1996, enlarging the boundaries of the Wilderness Public Service District, be, and the same hereby is, approved.

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

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

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

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



Robert W. Glass
Administrative Law Judge

RWG:mal

ORDER

Whereas, pursuant to a Class I legal notice, and posted notice as required by statute, a public hearing was held in the matter of the proposed boundary change of the Wilderness Public Service District; and,

Whereas, said public hearing was conducted on October 4, 2000 at 10:00 a.m., in the office of the Nicholas County Commission, Nicholas County Courthouse, Summersville, West Virginia, for the express purpose of public comment on the proposed boundary change; and,

Whereas, it was noted that present for the hearing was Wilderness Public Service District Chairman Roger O'Quinn, Engineering Consultant Ed Shutt, Ruby Sears, Harold Ward and Barbara Ward appeared to offer input into this matter.

The Nicholas County Commission then opened the hearing to public comment.

Upon motion moved by President Tom Blankenship and seconded by Commissioner Birl O'Dell, with motion passing unanimously, the Nicholas County Commission determined it necessary, feasible and proper to enlarge the Wilderness Public Service District and that it will be conducive to the preservation of public health, comfort and convenience of said area; and, approved the boundary change, there being only positive comments from the public and no opposition expressed by the public.

THEREFORE, the following revised boundary change was so ORDERED by the Nicholas County Commission:

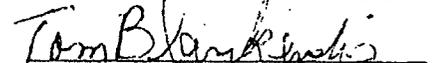
That the Wilderness Public Service District as described more aptly beginning at a point in the center of Gauley River more or less, at or near the mouth of Meadow River. Said point being a common point between Nicholas County, Fayette County, Grant District and Wilderness District; thence up Meadow River with it's meanderings thereof and following Fayette and Nicholas County line to a point where Fayette County Route 41/1 comes down to river side. Thence *into Fayette County* and up said route across CSX railroad tracks and thence leaving said Route 41/1 and paralleling CSX railroad tracks at an offset of 500' west of said track centerline to a point in line with Greenbrier, Nicholas County Line. Thence in an Easterly direction across West Virginia Route 41 across CSX railroad track across Meadow River to said County Line *thus leaving Fayette County, and following said Greenbrier, Nicholas County Line in the Wilderness District of Nicholas County across West Virginia Route 20 and into the Kentucky District of Nicholas County to near Nicholas County Route 44/4. Thus leaving said county line and following said route in a Westerly direction offset at a distance of 500 feet North and proceeding to 500 feet East of West Virginia Route 20, thence following said route in a Northerly direction offset 500 feet East to the corner of the South*

Eastern boundary of the Nettie/Leivasy Public Service District. Thence proceeding on said boundary due West for 1.2 miles; thence heading due North for 3.9 miles then due West for 1.3 miles following the Nettie/Leivasy PSD boundary. Thence leaving said boundary and continuing due West to an unnamed tributary of Hominy Creek. Thence following said tributary to Hominy Creek, being a point in the Kentucky and Wilderness District line and down Hominy Creek with it's meanderings thereof to the high water mark (Elevation 1710) of the Summersville Reservoir. Thence leaving said creek and District line and with said high water mark to a point at or near the center of Summersville Dam, said point being in the Grant and Wilderness District line; thence leaving center of Dam and continuing along high water mark to a point 500 feet north of picnic area on west shore of Battle Run Cove; thence leaving this high water mark continuing due North for 5,000 feet to County Route 9/5 and continuing north of said road for an additional 1,000 feet. Thence leaving this point heading due West to 500 feet East of County Route 9, known as Whitewater Road and following Route 9 Northerly at a 500 feet offset East of said road for 6,000 feet, thence heading due West crossing Route 9 for 18,000 feet to a point. Thence leaving said point and heading due North for 1,500 feet to the centerline of the New York Central Railroad. Thence following said railroad in an Easterly direction and crossing Route 129 for a distance of 1,000 feet past the crossing of Route 129; thence proceeding due South for 16,000 feet to the Nicholas and Fayette County Line in the Gauley River, thence following said County Line up river to the confluence of the Meadow River with the Gauley River and original point of beginning. Containing a new total of 77,185 acres more or less in Nicholas and Fayette Counties, West Virginia and shown on the attached map to this Order to be made a part of same.

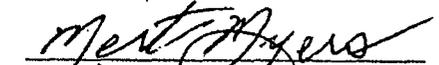
All of which is accordingly so Ordered.

Enter this 4 day of October, 2000.

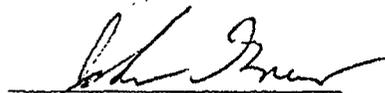
NICHOLAS COUNTY COMMISSION:


Tom Blankenship, President


Bill O'Dell, Commissioner


Merit Myers, Commissioner

ATTEST:


John Greer, Clerk

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: March 1, 2001

FINAL

03-21-01

CASE NO. 00-1500-PWD-PC

NICHOLAS COUNTY COMMISSION

Petition for consent and approval of
the expansion of the boundary of
Wilderness Public Service District

RECOMMENDED DECISION

On October 6, 2000, the Nicholas County Commission filed a petition for Public Service Commission approval of a Nicholas County Commission Order entered on October 4, 2000, to enlarge the boundary of the service area of Wilderness Public Service District, pursuant to West Virginia Code §16-13A-2. The County Commission's petition addresses only water service.

On November 20, 2000, Staff Attorney Cecelia G. Jarrell filed the Initial and Final Joint Staff Memorandum to which was attached the Initial and Final Internal Memorandum prepared by Mr. Randy Lengyel, Utilities Analyst II, Water and Wastewater Division, and Mr. David W. Holley, Technical Analyst, and Chris Farrish, Engineering Technician, Engineering Division. Staff recommended that the Nicholas County Commission's petition should be scheduled for hearing as required under West Virginia Code §16-13A-2.

On November 21, 2000, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before May 3, 2001.

By Order dated January 18, 2001, this matter was set for a hearing to be held in the Summersville Municipal Building, Teen Center, Summersville, West Virginia, on February 15, 2001. The Order required that the Nicholas County Commission give notice of the hearing to be held in this matter on February 15, 2001, by publishing a Notice of Hearing, once, in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Nicholas County.

The hearing was held as scheduled. Mr. Birl O'Dell, Nicholas County Commissioner, appeared on behalf of the Nicholas County Commission. Commission Staff was represented by Staff Attorney Cecelia Jarrell. No one appeared to give protest to the petition of the Nicholas County Commission.

An affidavit of publication was presented at the hearing indicating that publication had been made in accordance with the Commission's requirements on February 1, 2001.

Staff Attorney Jarrell indicated that the Initial and Final Joint Staff Memorandum, previously filed in this case, sets forth the Staff's position regarding this matter.

Since no one appeared in protest to the petition of the Nicholas County Commission, the matter was submitted for a decision.

FINDINGS OF FACT

1. On October 6, 2000, the Nicholas County Commission filed a petition for Commission approval of an October 4, 2000 Order of the Nicholas County Commission to enlarge the boundary of the service area for the Wilderness Public Service District, pursuant to West Virginia Code §16-13A-2. The County Commission's petition addresses only water service. (See, Petition filed October 6, 2000).

2. On November 20, 2000, Staff Attorney Cecelia Jarrell filed the Initial and Final Joint Staff Memorandum recommending that a hearing be scheduled in this matter in accordance with the provisions of West Virginia Code §16-13A-2. (See, Initial and Final Joint Staff Memorandum filed November 20, 2000).

3. By Order dated January 18, 2001, this matter was set for a hearing to be held in the Summersville Municipal Building, Teen Center, Summersville, West Virginia, on February 15, 2001. The Order provided that the Nicholas County Commission publish a Notice of Hearing, once, in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Nicholas County. (See, Order dated January 18, 2001).

4. The hearing was held as scheduled on February 15, 2001. A proper affidavit of publication was submitted by the Nicholas County Commission indicating that the Notice of Hearing had been published in accordance with the Commission's requirements. No one appeared at the hearing in protest to the petition. (See, Tr., p. 4 & Affidavit of Publication, case file).

CONCLUSION OF LAW

Since the Nicholas County Commission had given notice of the hearing to be held in this matter on February 15, 2001, in accordance with the Commission's requirements and no one appeared in protest to the petition, it is reasonable to approve the petition of the Nicholas County Commission filed on October 6, 2000, for Commission approval of an October 4, 2000 Nicholas County Commission Order to enlarge the boundary

of the service area of the Wilderness Public Service District, pursuant to West Virginia Code §16-13A-2.

ORDER

IT IS, THEREFORE, ORDERED that the petition of the Nicholas County Commission, filed on October 6, 2000, for Commission approval of an October 4, 2000 Order of the Nicholas County Commission to enlarge the boundary of the service area of the service area of Wilderness Public Service District, be, and the same hereby is, approved.

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

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

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

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


Robert W. Glass
Administrative Law Judge

RWG:jas
001500aa.wpd

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 30th day of December 2013.

CASE NO. 13-1441-PWD-PC

WILDERNESS PUBLIC SERVICE DISTRICT,

Petition for consent and approval of an engineering agreement between the District and Stafford Consultants Incorporated (Whitewater Road Interconnection, Mt. Lookout improvements and water treatment plant improvements).

COMMISSION ORDER

The Commission approves a request to enter into an engineering agreement and a loan.

BACKGROUND

On September 23, 2013, Wilderness Public Service District (Wilderness PSD) filed a petition for consent and approval to enter into an engineering agreement (Agreement) with Stafford Consultants Incorporated (Stafford) pursuant to W.Va. Code §16-13A-25. The project associated with the Agreement will include the construction of a water interconnection with the Gauley River Public Service District on White Water Road to provide a supplemental water source for Wilderness PSD, construction of a 150,000 gallon water storage tank for Mount Lookout area, and solids handling improvements and back-up power at the treatment plant of Wilderness PSD. The total project cost is estimated at \$2,052,405.

Wilderness PSD also filed a Design Funding Binding Commitment letter from the West Virginia Department of Health and Human Resources, Bureau of Public Health (BPH) Drinking Water Treatment Revolving Fund (DWTRF) for funding in an amount not to exceed \$170,000 of principal forgiveness for the project design and other design associated costs for the proposed water project. The DWTRF funding letter also stated that the project engineer will carry thirty percent of design fees until construction loan closing.

On October 11, 2013, Commission Staff filed its Initial and Final Joint Staff Memorandum Including Staff Objection. Staff objects to the Agreement because Stafford has not agreed to defer any portion of its fees or assumed any risk for engineering services because the deferral language included in the DWTRF letter is not contained in the Agreement.

On October 18, 2013, the Commission issued an Order noting the Staff objection and, therefore, the extension of the statutory deadline until January 21, 2014. The Commission also set deadlines for a response to the Staff memorandum and a Staff reply to the response.

On October 22, 2013, Wilderness PSD filed a response to the Staff memorandum, including an Amendment to the Agreement with a table identifying the amounts to be paid by the DWTRF, deferred by Stafford, and already paid by Wilderness PSD. Wilderness PSD states that Stafford agreed to defer the amounts shown in the response and in the attached Schedule A to the Binding Commitment letter of the DWTRF.

On October 25, 2013, Wilderness PSD filed a motion requesting approval of the design funding loan (with principal forgiveness) from the DWTRF in an amount not to exceed \$170,000.

On October 30, 2013, Staff filed a Further Final Joint Staff Memorandum Including Staff Objection recommending again that the Commission decline to approve the Agreement.

On November 18, 2013, Wilderness PSD filed a motion requesting that it withdraw its request for approval of the Agreement. Wilderness PSD asserted that the Agreement was exempt from Commission waiver or approval requirements pursuant to W.Va. Code §16-13A-25(c)(2).

On November 26, 2013, the Commission issued an order requiring Wilderness PSD to file either (i) an amended Agreement including deferral of thirty percent of the basic engineering fees, or \$34,845, by Stafford or (ii) a letter from the BPH stating that the \$29,836 in basic engineering fees being deferred by Stafford is sufficient to meet the requirements of the binding commitment letter.

On December 6, 2013, Wilderness PSD filed a revised binding commitment letter from BPH indicating that Stafford is required to defer until construction loan closing thirty percent of the design fee less \$5,000 already paid to Stafford by Wilderness PSD. Additionally, Stafford is required to defer thirty percent of the Special Engineering Services. The total amount to be loaned with principal forgiveness to Wilderness PSD is \$143,924 including the amounts to be deferred until construction loan closing.

DISCUSSION

West Virginia Code §16-13A-25(a) requires prior consent and approval of the Commission before a public service district may enter into a contract for the provision of engineering, design, or feasibility studies. The Commission has addressed approval of engineering contracts under W.Va. Code §16-13A-25 in a number of cases. In Adrian Public Service District, (Adrian) Case No. 10-1046-PWD-PC (Commission Order September 10, 2010), the Commission concluded “that it might, on a case by case basis, approve an engineering agreement and the associated design loan that includes a sharing of the risk [of the engineering design cost if the project is not constructed], does not represent a risk of financial burden to ratepayers and does not require an immediate rate increase.” Adrian at 3-4.

Stafford is sharing in the risk of the engineering design cost by deferring thirty percent of the basic engineering fees less the \$5,000 previously paid to Stafford. Stafford is also deferring thirty percent of the special engineering services. Revised Binding Commitment Letter filed December 6, 2013. Because Stafford is sharing in the risk of the engineering design cost if the project is not constructed and the Agreement does not represent a risk of financial burden to the ratepayers or require an immediate rate increase, the Commission will grant its prior consent and approval for Wilderness PSD to enter into the Agreement with Stafford.

The Commission reminds Wilderness PSD that the consent and approval granted in this Order does not constitute a waiver of any other statutory or regulatory requirements and does not constitute approval of the underlying project.

The Commission will also grant its prior consent and approval for Wilderness PSD to enter into a loan with the BPH DWTRF with principal forgiveness. The Commission notes that the original request was for \$170,000, but the revised binding commitment letter indicated that the total amount of the loan would be \$143,924. The approval of the Commission, therefore, will be for a loan with the BPH DWTRF not to exceed \$143,924.

FINDINGS OF FACT

1. Wilderness PSD seeks Commission consent and approval to enter into the Agreement.
2. Stafford agreed, through the binding commitment letter issued by the BPH DWTRF to defer thirty percent of basic engineering fees less the \$5,000 previously paid to Stafford and thirty percent of the special engineering services. Revised Binding Commitment Letter filed December 6, 2013.

3. Wilderness PSD also seeks Commission consent and approval to enter a loan with the BPH DWTRF with principal forgiveness. Motion, October 25, 2013.

CONCLUSIONS OF LAW

1. West Virginia Code §16-13A-25(a) requires prior consent and approval of the Commission before a public service district may enter into a contract for the provision of engineering, design, or feasibility studies, or borrow money.

2. The agreement by Stafford, as evidenced in the revised binding commitment letter to defer until construction loan closing thirty percent of the basic engineering fees less the \$5,000 previously paid to Stafford and thirty percent of the special engineering services constitutes a sufficient sharing of the risk, reducing the potential financial burden on the ratepayers should the underlying project not be funded or completed.

3. Based on the sharing of risk, the Commission should grant its prior consent and approval for Wilderness PSD to enter into the Agreement with Stafford.

4. The Commission should also grant its prior consent and approval for Wilderness to accept a loan with principal forgiveness from the BPH DWTRF in an amount not to exceed \$143,924.

ORDER

IT IS THEREFORE ORDERED that the Wilderness Public Service District petition for prior consent and approval to enter into the engineering agreement filed on September 23, 2013, is hereby granted.

IT IS FURTHER ORDERED that Wilderness Public Service District is granted prior Commission consent and approval to enter into a loan, with principal forgiveness, with the Bureau of Public Health Drinking Water Treatment Revolving Fund in an amount not to exceed \$143,924.

IT IS FURTHER ORDERED that upon entry of this Order, this matter is removed from the Commission docket of active cases.

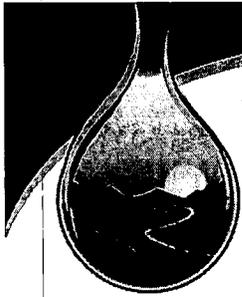
IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this Order by electronic service on all parties of record who have filed an e-service agreement, by United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Staff by hand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

A True Copy, Teste,



Ingrid Ferrell
Executive Secretary

SMS/slc
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WEST VIRGINIA

Infrastructure & Jobs Development Council

Gov. Earl Ray Tomblin
Chairman

Kenneth Lowe, Jr.
Public Member

David "Bones" McComas
Public Member

Ron Justice
Public Member

Louis R. Spatafore
Public Member

Joseph Freeland
Public Member

D. K. "Bud" Carr
Public Member

James W. Ellars, P.E.
Executive Director

Barbara J. Pauley
Executive Assistant

Tuesday, January 22, 2013

Al Whittington, Chairman
Wilderness Public Service District
P O Box 37
Mt. Nebo, WV 26679

Re: Wilderness Public Service District
Water Line Extension Project 2012W-1375
Wilderness PSD Whitewater Road Interconnect/Water Plant Solids
Handling Funding Recommendation Accepted

Dear Al Whittington:

The complete Funding Recommendation Decision Form that was submitted on 1/22/2013 for the above-referenced project has been received. The total project cost is \$2,052,405.00.

Please contact each Funding Agency directly for specific information on the steps the Sponsor needs to follow to apply for these funds. **Please note that this letter does not constitute a binding commitment of funds from the Council.**

If you have any questions, please contact me at jellars@wvwda.org or (304) 414-6501.

Sincerely,

James W. Ellars, PE.
Executive Director

cc: BPH Rep Name, BPH
W.D. Smith, Region 4 - Planning & Development Council
Edward L. Shutt, Stafford Consultants, Inc.
Rod Lowe, Bassett & Lowe CPA

DWTRF-PFD-1*
(08/13)

DESIGN FUNDING ASSISTANCE AGREEMENT

THIS DRINKING WATER TREATMENT REVOLVING FUND DESIGN FUNDING ASSISTANCE AGREEMENT (the "Design Funding Assistance Agreement"), made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), at the direction of the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH (the "BPH"), and the local government designated below (the "Local Government").

WILDERNESS PUBLIC SERVICE DISTRICT (2012W-1375/14DWTRFA007D)
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Section 1452 of the Safe Drinking Water Act, as amended (the "Safe Drinking Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining drinking water treatment revolving funds for the construction, acquisition and improvement of drinking water systems;

WHEREAS, pursuant to the provisions of Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a drinking water treatment revolving fund program (the "Program") to direct the distribution of loans to eligible Local Entities pursuant to the Safe Drinking Water Act;

WHEREAS, under the Act the BPH 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 §66.468 (1998)) and BPH has been awarded capitalization grants to partially fund the Program;

WHEREAS, the Act establishes a permanent perpetual fund known as the "West Virginia Drinking Water Treatment Revolving Fund" (hereinafter the "Fund"), which fund is to be administered and managed by the Authority under the direction of the BPH;

WHEREAS, pursuant to the Act, the Authority and BPH are empowered to utilize moneys from the Fund to provide funding assistance to local governments to provide the

* 100% Principal Forgiveness Projects only.

financing for the design of drinking water projects by such local governments, all subject to such provisions and limitations as are contained in the Safe Drinking 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 BPH State Project Priority List and the Intended Use Plan and has met BPH’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 drinking water project and to finance the cost of acquisition and construction of the same from grants or other funding assistance;

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

WHEREAS, the Local Government is a “disadvantaged community” as defined in the applicable Intended Use Plan.

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

ARTICLE I

Definitions

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

1.2 “DWTRF Regulations” means the regulations set forth in the West Virginia Code of State Regulations, as amended.

1.3 “Consulting Engineers” means the professional engineer, licensed by the State, designated in the Application and any successor thereto.

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 drinking water facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Safe Drinking Water Act and administered by BPH.

1.6 “Project” means the design of the drinking water project hereinabove referred to, to be undertaken by the Local Government in whole or in part with Funding Assistance or being or having been undertaken 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 “System” means the drinking water system owned by the Local Government, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.8 Additional terms and phrases are defined in this Design 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 BPH, to be constructed in accordance with plans, specifications and designs to be prepared for the Local Government by the Consulting Engineers, the BPH 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 Design 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 BPH and the Authority.

2.4 The Local Government agrees that the Authority and BPH and their respective duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Local Government further agrees that the Authority and BPH 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 BPH 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 BPH, 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 BPH 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 BPH 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 [Reserved]

2.8 Until the Project is completed and accepted by the Local Government, the Local Government shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the System, such insurance to be made payable to the order of the Authority or the Local Government, as their interests may appear.

2.9 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.

2.10 The Local Government hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, BPH or other State, federal or local bodies in regard to the undertaking of the Project and operation, maintenance and use of the System.

2.11 The Local Government, commencing on the date contracts are 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 A and incorporated herein by reference, and forward a copy by the 20th of each month to the BPH and the Authority.

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

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

ARTICLE III

Conditions to Advance of Funding Assistance

3.1 The agreement of the Authority at the direction of the BPH to advance Funding Assistance hereunder:

(a) The Local Government shall either have received bids or entered into contracts for the undertaking of the Project, which are in an amount and otherwise compatible with the plan of financing described in the application filed with BPH; and, the Authority and BPH shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit C;

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

(c) 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 BPH 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 BPH, to such effect;

(d) 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 BPH shall have received an opinion of local counsel to the Local Government, to such effect;

(e) Such rates and charges for the System shall be sufficient to comply with the provisions hereof, and the Authority and BPH 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 BPH, to such effect; and

(f) 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 undertaking the Project as set forth in the application filed with BPH, and the Authority and BPH shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of drinking water projects and satisfactory to the Authority and BPH, to such effect, such certificate to be in form and substance satisfactory to the Authority and BPH, and evidence satisfactory to the Authority and BPH of such irrevocably committed grants.

3.2 The Local Government shall provide BPH 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 D 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 BPH 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 Drinking Water Treatment 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 BPH, 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 BPH 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 BPH before expending any proceeds of the Funding Assistance held in "contingency" as set forth in the final Schedule B attached to the certificate of the Consulting Engineer. The Local Government shall obtain the written approval of the BPH before expending any proceeds of the Funding Assistance available due to project underruns.

4.2 The Local Government hereby acknowledges to the Authority and BPH its understanding of the provisions of the Act, vesting in the Authority and BPH certain powers, rights and privileges with respect to drinking water projects in the event of default by the Local Government in the terms and covenants of this Design 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 Design Funding Assistance Agreement.

4.3 The Local Government hereby warrants and represents that all information provided to the Authority and BPH in this Design Funding Assistance Agreement, in the application filed with BPH 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 BPH shall have the right to cancel all or any of their obligations under this Design Funding Assistance Agreement if (a) any representation made to the Authority and BPH 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 BPH or in any

supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this Design Funding Assistance Agreement.

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

ARTICLE V

Miscellaneous

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

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

5.3 This Design 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 Design Funding Assistance Agreement.

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

5.5 This Design 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.

5.6 This Design Funding Assistance Agreement shall terminate upon written notice of termination to the Local Government and the Authority by the BPH.

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

WILDERNESS PUBLIC SERVICE DISTRICT

(SEAL)

Attest:

Debbie Gilbert
Its: Secretary

By:

Its: Chairman

Date: January 31, 2014

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

Attest:

Sheena Chadwell
Its: Authorized Officer

By:

Its: Executive Director

Date: January 31, 2014

EXHIBIT A

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 Bureau for Public Health, 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 of the Funding Assistance closing and for two years following the completion of design of the Project.

EXHIBIT B

PAYMENT REQUISITION FORM

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

EXHIBIT C

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

1. My firm is engineer for the design of certain additions, betterments, improvements and extensions (the "Design Project") to the existing public waterworks system (the "System") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which Design Project is being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the Design Funding Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Bureau for Public Health (the "BPH"), dated _____.

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Design Project, the Design Project will be completed by _____, Consulting Engineer, as described in the application submitted to the BPH; (ii) the schematic design for the Design Project began [before/after July 1, 2012], (iii) the waterworks 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 additions, betterments, improvements and extensions being designed pursuant to the Design 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 Design Funding Assistance Agreement; (v) the net proceeds of the Bonds, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto, are sufficient to

pay the costs of the Design Project, as set forth in the Application; and (vi) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Design Project and Sources of Funds" for the Design Project.

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

By _____
West Virginia License No. __

[SEAL]

EXHIBIT D

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 BPH no later than six months following substantial completion of the Project. This requirement shall be included in the construction bond closing documents.

C. CLOSING REQUIREMENTS – [Reserved].

EXHIBIT E

OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

Wilderness Public Service District
Mount Nebo, West Virginia

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

West Virginia Bureau for Public Health
350 Capitol Street, Room 313
Charleston, West Virginia 25301

Re: \$_____ Design Funding Assistance (West Virginia
DWTRF Program)

Ladies and Gentlemen:

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

[I/We] have examined a certified copy of proceedings and other papers relating to the authorization of a Design Funding Assistance Agreement dated _____, 20__, including all schedules and exhibits attached thereto (the "Design Funding Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Bureau for Public Health (the "BPH"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Design 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 Design 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 Design 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 Design Funding Assistance Agreement inures to the benefit of the Authority and the BPH and cannot be amended so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Local Government without the consent of the Authority and the BPH.

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 Design 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 Design Funding Assistance Agreement.

6. The execution and delivery of the Design Funding Assistance Agreement and the consummation of the transactions contemplated by the Design 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 BPH and the West Virginia Infrastructure and Jobs Development Council.

8. 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 Design 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 DESIGN FUNDING ASSISTANCE

Principal Amount of Design Funding Assistance \$143,924

The Authority at the direction of the BPH shall forgive the principal amount of the Design Funding Assistance. The principal amounts advanced under the Design 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: Whitewater Road/Mount Lookout area, Nicholas County

RECEIVED

13 AUG 16 AM 11:02

P.S.C. W. Va. No. 14
Canceling P.S.C. W. Va. No. 13

W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

WILDERNESS PUBLIC SERVICE DISTRICT, a public utility

OF

MT. NEBO, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING
WATER

in the Communities and/or areas of Nicholas County, West Virginia

Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued August 13, 2013

Effective for all service rendered on and after July 31, 2013
or as otherwise provided herein

Issued by authority of an Order of the
Public Service Commission of West Virginia
in Case No. 13-0286-PWD-19A final
July 31, 2013.

Issued by Wilderness Public Service District, a public utility

By



Chairman

Title

RULES AND REGULATIONS

- I. Rules and Regulations for the Government of Water Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

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

(I) RATES (customers with metered water supply)

First	3,000 gallons used per month	\$ 9.14 per 1,000 gallons
Next	3,000 gallons used per month	\$ 8.42 per 1,000 gallons
Next	4,000 gallons used per month	\$ 7.68 per 1,000 gallons
Next	15,000 gallons used per month	\$ 6.76 per 1,000 gallons
Next	75,000 gallons used per month	\$ 5.54 per 1,000 gallons
All Over	100,000 gallons used per month	\$ 3.52 per 1,000 gallons

(I) MINIMUM CHARGE

No bill will be rendered for less than the following, based on meter size.

5/8 inch meter	\$ 27.42 per month
3/4 inch meter	\$ 41.13 per month
1 inch meter	\$ 68.55 per month
1- 1/4 inch meter	\$ 100.08 per month
1- 1/2 inch meter	\$ 137.10 per month
2 inch meter	\$ 219.36 per month
3 inch meter	\$ 438.72 per month
4 inch meter	\$ 685.50 per month
6 inch meter	\$1,371.00 per month
8 inch meter	\$2,193.60 per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full when due, ten percent will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

(I) Indicates increase

(C) RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the District or a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by his or her bank due to insufficient funds.

RECONNECTION

\$20.00

To be charged whenever the supply of water is turned off for violations of rules, non-payment of bills, or fraudulent use of water.

TAP FEE

The following charge is to be made whenever the utility installs a new tap to serve an applicant.

A tap fee of \$350.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

(I) LEAK ADJUSTMENT

\$0.97 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

(C) Indicates change in text

(I) Indicates increase

WILDERNESS PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE DESIGN OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF WILDERNESS PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY WILDERNESS PUBLIC SERVICE DISTRICT OF DESIGN FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$143,924 THROUGH THE WEST VIRGINIA DWTRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE DESIGN FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF WILDERNESS 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, Wilderness Public Service District (the "Local Government") is authorized and empowered by the Act to design, acquire, construct, improve, operate and maintain a drinking water 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 Bureau for Public Health (the "BPH") and the West Virginia Water Development Authority (the "Authority");

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

WHEREAS, the Design 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 Design Funding Assistance Agreement when used herein;

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

WHEREAS, the Public Service Board deems it essential and desirable that this Resolution be adopted, that the Design 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 PUBLIC SERVICE BOARD OF WILDERNESS PUBLIC SERVICE DISTRICT, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the undertaking of the Project, as described in Exhibit A attached hereto, at an estimated cost not to exceed \$143,924, which includes the undertaking of the Project in accordance with the application heretofore filed with the BPH. The proceeds of the Funding Assistance hereby authorized shall be applied to the costs of the Project. The Local Government will enter into a contract for the undertaking of the Project, in an amount otherwise compatibly with the financing plan submitted to the Authority and the BPH.

B. The cost of the Project is estimated not to exceed \$191,119, of which \$143,924 will be obtained from the proceeds of the Funding Assistance. The remaining portion of the cost of the Project is equal to 30% of the design fee of the Consulting Engineer, of which \$5,000 has previously been paid from funds of the Local Government and the remainder of which is being deferred by the Consulting Engineer until the closing of the loan for the construction of the extensions and improvements being design pursuant to the Project.

Section 2. The Local Government hereby ratifies, approves and accepts the Design 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 Design Funding Assistance Agreement by the Chairperson of the Public Service Board 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 Design Funding Assistance Agreement and in the application to the BPH. The Local Government hereby agrees to comply with all covenants, conditions and requirements set forth in the Design Funding Assistance Agreement.

Section 4. The Local Government hereby approves the Design Funding Assistance Note, Series 2014 A (West Virginia DWTRF Program) (the "Note"), substantially in {C2747048.3}

the form attached hereto as Exhibit C, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any supplemental resolution adopted prior to the issuance thereof. The Note shall be executed in the name of the Local Government by the Chairperson, and the seal of the Issuer, if any, shall be affixed thereto or imprinted thereon by the Secretary.

Section 5. BPH 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 Design Funding Assistance Agreement. Such amounts advanced under the Design Funding Assistance Agreement shall be deemed forgiven on the 30th day of June in the fiscal year in which they were advanced.

Section 6. The Local Government hereby appoints and designates Branch Banking & Trust Company, Summersville, West Virginia, to serve as Depository Bank for the Funding Assistance.

Section 7. The proceeds of the Funding Assistance, as advanced from time to time, shall be Deposited in or credited to the Construction Trust Fund, as received by the Local Government for payment of costs of the Project, including costs of issuance of the Funding Assistance.

Section 8. The Chairperson and Secretary of the Public Service Board 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 Design Funding Assistance Agreement approved and provided for, to the end that the Funding Assistance may be delivered to the Local Government pursuant to the Design Funding Assistance Agreement on or about January 31, 2014.

Section 9. 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 10. The Local Government hereby approves and accepts all contracts relating to the financing and undertaking of the Project and the Chairperson of the Public Service Board is hereby authorized and directed to execute and deliver all such contracts.

Section 11. The Local Government hereby approves the costs of issuance and authorizes the payment of the same.

Section 12. This Resolution shall be effective immediately following adoption of the same.

Adopted this 16th 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 the Wilderness Public Service District on the 16th day of January, 2014.

Dated this 31st day of January, 2014.

[SEAL]

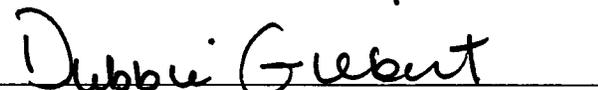

Secretary

EXHIBIT A

PROJECT DESCRIPTION

The design of the following improvements and extensions to the existing waterworks facilities of Wilderness Public Service District for the Whitewater Road Interconnection Project: connection to the Gauley River Public Service District system to provide additional capacity, construction of a 150,000 gallon storage tank to serve the Mount Lookout area, solids handling improvements at treatment plant, and distribution improvements at the Mount Lookout pressure zone.

EXHIBIT B

Design Funding Assistance Agreement included in transcript as Document 2.3

EXHIBIT C

FORM OF SERIES 2014 A NOTE

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
WILDERNESS PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE,
SERIES 2014 A (WEST VIRGINIA DWTRF PROGRAM)

No. AR-1

\$_____

KNOW ALL MEN BY THESE PRESENTS: That WILDERNESS PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Nicholas County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS (\$_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The principal amounts advanced under the Series 2014 A Notes will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2014 A Notes shall be deemed no longer outstanding after the last advance is forgiven.

This Note shall bear no interest.

This Note is issued to pay the costs of the design of certain extensions and improvements to the existing waterworks facilities of the Issuer (the "Project"). This Note is issued under a Resolution duly adopted by the Issuer on _____, 2014 (the "Resolution") and the Design Funding Assistance Agreement by and among the Issuer, the Authority and the Bureau for Public Health (the "BPH"), dated _____, 2014, and is subject to all the terms and conditions thereof.

This Note, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

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

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

All provisions of the Resolution, Design Funding Assistance Agreement, resolutions and statutes under which this Note is issued shall be deemed to be a part of the contract evidenced by this Note to the same extent as if written fully herein.

IN WITNESS WHEREOF, WILDERNESS PUBLIC SERVICE DISTRICT has caused this Note to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Note to be dated _____, 2014.

[SEAL]

Chairman

ATTEST:

Secretary

RECORD OF ADVANCES

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

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

In the presence of:



UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
WILDERNESS PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE,
SERIES 2014 A (WEST VIRGINIA DWTRF PROGRAM)

No. AR-1

\$143,924

KNOW ALL MEN BY THESE PRESENTS: That WILDERNESS PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Nicholas County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$143,924), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The principal amounts advanced under the Series 2014 A Notes will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2014 A Notes shall be deemed no longer outstanding after the last advance is forgiven.

This Note shall bear no interest.

This Note is issued to pay the costs of the design of certain extensions and improvements to the existing waterworks facilities of the Issuer (the "Project"). This Note is issued under a Resolution duly adopted by the Issuer on January 16, 2014 (the "Resolution") and the Design Funding Assistance Agreement by and among the Issuer, the Authority and the Bureau for Public Health (the "BPH"), dated January 31, 2014, and is subject to all the terms and conditions thereof.

This Note, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

AR-1
SPECIMEN

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

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

All provisions of the Resolution, Design Funding Assistance Agreement, resolutions and statutes under which this Note is issued shall be deemed to be a part of the contract evidenced by this Note to the same extent as if written fully herein.

AR-1
SPECIMEN

IN WITNESS WHEREOF, WILDERNESS PUBLIC SERVICE DISTRICT has caused this Note to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Note to be dated January 31, 2014.

[SEAL]

[Handwritten Signature]
Chairman

ATTEST:

[Handwritten Signature]
Secretary

SPECIMEN

SPECIMEN

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$64,601	1/31/14	(19) \$	
(2) \$		(20) \$	
(3) \$		(21) \$	
(4) \$		(22) \$	
(5) \$		(23) \$	
(6) \$		(24) \$	
(7) \$		(25) \$	
(8) \$		(26) \$	
(9) \$		(27) \$	
(10) \$		(28) \$	
(11) \$		(29) \$	
(12) \$		(30) \$	
(13) \$		(31) \$	
(14) \$		(32) \$	
(15) \$		(33) \$	
(16) \$		(34) \$	
(17) \$		(35) \$	
(18) \$		(36) \$	
		\$	

TOTAL

SPECIMEN
(Form of)

ASSIGNMENT

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

Dated: _____, _____.

In the presence of:

CERTIFICATE OF CONSULTING ENGINEER

**WILDERNESS PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE,
SERIES 2014 A (WEST VIRGINIA DWTRF 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 "Design Project") to the existing public waterworks system (the "System") of Wilderness Public Service District (the "Issuer"), to be constructed primarily in Nicholas County, West Virginia, which Design Project is being permanently financed in part by the above-captioned note (the "Note") 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 16, 2014, and the Design Funding Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Bureau for Public Health (the "BPH"), dated January 31, 2014.

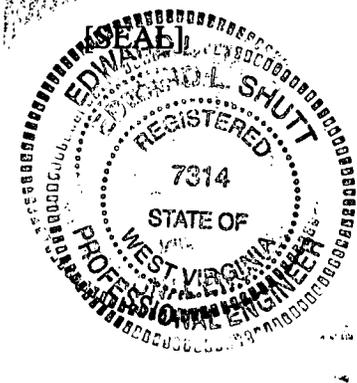
2. The Note is being issued for the purposes of (i) paying the costs of the design of certain improvements and extensions to the existing public waterworks system of the Issuer, and (ii) paying certain issuance and other costs in connection therewith.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Design Project, the Design Project will be completed by Stafford Consultants, Inc., Consulting Engineer, as described in the application submitted to the BPH; (ii) the schematic design for the Design Project began after July 1, 2012, (iii) the waterworks 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 Design Project and the operation of the System; (v) the net proceeds of the Note, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto, are sufficient to pay the costs of the Design Project, as set forth in the Application; and (vi) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Design Project and Sources of Funds" for the Design Project.

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

WITNESS my signature and seal on this 31st day of January, 2014.

By 
West Virginia License No. 7314



Wilderness PSD - White Water Road Interconnection
DRAFT SCHEDULE B 2012W-1375 / 14DWTRFA007D
Final Total Cost of Project, Sources of Funding and Cost of Financing

	DWTRF Repayment Design Loan
A. Cost of Project	
Construction Cost	
Whitewater Interconnection Phase	\$0.00
Water Plant - Solids Handling System	\$0.00
Mt Lookout Storage Tank	\$0.00
Construction Contingency	\$0.00
Engineering - Basic	
Report & Study	\$10,000.00
Preliminary Design Phase	\$30,164.00
Final Contract Documents	\$36,140.00
Bidding & Negotiation Phase	\$0.00
Administration of Construction Contract	\$0.00
Engineering - Resident Project Rep	\$0.00
Engineering - Special Services	
Geotechnical Investigation	\$7,150.00
Property Surveys	\$7,000.00
Mapping - Booster Station	\$1,000.00
Mapping - Plant Site	\$2,000.00
Archaeological Service	\$0.00
Environmental Clearance	\$0.00
Easement Maps	\$0.00
WWJDC Application	\$0.00
DWTRF Application Preparation	\$0.00
Expert Testimony	\$0.00
Record Drawings	\$0.00
Special Meetings	\$0.00
Preparation of Asset Management Plan**	\$0.00
Administrative Technical Services	
Project Administration	\$10,000.00
Project Accountant	\$4,000.00
Legal Services	
PSC Attorney	\$3,500.00
Lands/ROW Attorney	\$5,000.00
Lands & ROW's	
Tank Site	\$10,000.00
Booster Station Site	\$7,500.00
Plant Site	\$5,000.00
Easements	\$2,000.00
Appraisals	\$2,000.00
Permits	
Bureau of Public Health	\$300.00
WV Dept of Highways	\$0.00
WVNPDES - Stormwater Permit	\$1,170.00
Highway Bond	\$0.00
Power Service Booster Station	\$0.00
Project Contingencies, Errors & Omissions	\$0.00
Cost of Financing	
Bond Counsel	\$0.00
Registrar's Fees	\$0.00
Capitalized Interest	\$0.00
TOTAL DWTRF DESIGN LOAN	\$143,924.00

Wilderness PSD

Stafford Consultants, Inc.

Date

Date

16 Jan 2014
1-16-2014

BASSETT & LOWE
CERTIFIED PUBLIC ACCOUNTANTS
1156 SOUTH MAIN STREET
MILTON, WEST VIRGINIA 25541
Phone: (304) 743-5573 FAX: (304) 743-1150
Toll Free: 1-800-720-9629

January 31, 2014

WILDERNESS PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE
SERIES 2014 A (WEST VIRGINIA DWTRF PROGRAM)

Wilderness Public Service District
Mount Nebo, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

CPA CERTIFICATE

Ladies and Gentlemen:

We have reviewed the water rates of the Wilderness Public Service District (the "Issuer"), approved by the Public Service Commission of West Virginia (the "PSC") in Case No. 13-0286-PWD-19A, the projected operating expenses and the anticipated customer usage provided by the Issuer and the Consulting Engineer. It is our opinion that such rates are sufficient (i) to provide for all operating expenses of the waterworks system of the Issuer (the "System"), and (ii) to leave a balance each fiscal year equal to at least 110% of the maximum amount required in any succeeding fiscal year for payment of principal of and interest on all of the Issuer's obligations secured by or payable from revenues of the System (the "Prior Bonds").

It is further our opinion that following implementation of the rates approved by the PSC in Case No. 13-0286-PWD-19A, the Issuer will be in compliance with all covenants and obligations under its Prior Bonds.

Very truly yours,



WILDERNESS PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE,
SERIES 2014 A (WEST VIRGINIA DWTRF PROGRAM)

RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

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

On the 31st day of January, 2014, the Issuer received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), on behalf of the Drinking Water Treatment Revolving Fund, pursuant to a Design Funding Assistance Agreement between the Authority, the Issuer and the West Virginia Bureau for Public Health, a division of the West Virginia Department of Health and Human Resources, dated January 31, 2014 (the "Funding Assistance"), of \$64,601, being a portion of the \$143,924 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.

WITNESS my signature on this 31st day of January, 2014.

WILDERNESS PUBLIC SERVICE
DISTRICT


Chairman

**WILDERNESS PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2014 A
(WEST VIRGINIA DWTRF PROGRAM)**

RECEIPT FOR NOTE

The undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, hereby certifies as follows:

1. On the 31st day of January, 2014, in Charleston, West Virginia, the Authority received the entire original issue of \$143,924 in aggregate principal amount of the Design Funding Assistance Note, Series 2014 A (West Virginia DWTRF Program), of Wilderness Public Service District (the "Issuer"), dated January 31, 2014, and numbered AR-1 (the "Note").

2. At the time of the receipt of the Note, it had been executed by the Chairperson of the Issuer and the seal had been placed on the Note and attested to by the Secretary of the Issuer.

WITNESS my signature on this 31st day of January, 2014.

**WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY**



Authorized Representative

WEST VIRGINIA MUNICIPAL BOND COMMISSION

Suite 1117
900 Pennsylvania Ave., Charleston, WV 25302
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: January 31, 2014

ISSUE: Wilderness PSD Design Funding Assistance Note, Series 2014 A (DWTRF)

ADDRESS: P.O. Box 37 Mount Nebo, WV 26679

COUNTY: Nicholas

PURPOSE OF ISSUE: New Money X

Refunding _____

Refunds issue(s) dated: _____

ISSUE DATE: January 31, 2014

CLOSING DATE: January 31, 2014

ISSUE AMOUNT: \$143,924

RATE: Principal Forgiveness

1st DEBT SERVICE DUE: N/A

1st PRINCIPAL DUE: N/A

1st DEBT SERVICE AMOUNT: N/A

PAYING AGENT: N/A

BOND COUNSEL: Jackson Kelly PLLC

UNDERWRITERS COUNSEL: _____

Contact Person: Samme L. Gee, Esq.

Contact Person: _____

Phone: (304) 340-1318

Phone: (304)

CLOSING BANK: BB&T

ESCROW TRUSTEE: _____

Contact Person: Brenna Crislip

Contact Person: _____

Phone: (304) 304-872-8162

Phone: _____

E-Mail: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: WV DWTRF

Contact Person: Debbie Gilbert

Contact Person: Robert DeCrease

Position: Office Manager

Function: Program Manager

Phone: (304) 872-1598, ext. 7

Phone: (304) 356-4301

E-Mail: Debbie.wpsd@gmail.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—amounts advanced deemed forgiven on June 30 in the fiscal year in which advanced.

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____

**RESOLUTION OF THE WILDERNESS PUBLIC SERVICE DISTRICT
APPROVING INVOICES RELATING TO THE DESIGN OF THE WHITE
WATER ROAD INTERCONNECTION (DWTRF No. 14DWTRFA007D)
AND AUTHORIZING PAYMENT THEREOF**

WHEREAS, the Wilderness Public Service District (the "District") has reviewed the invoices attached hereto and incorporated herein by reference relating to the White Water Road Interconnection Design to be financed in part by a Drinking Water Treatment Revolving Fund (DWTRF) Design Loan, and by other sources, 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 theretofore made;
- (B) That each item for which the payment is proposed to be made 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; and
- (D) That payment for each of the items proposed is now due and owing.

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

There is hereby authorized and directed the payment of the attached invoices as summarized as follows:

VENDOR	TOTAL
<p>Project Administration Region 4 Planning & Development Council 885 Broad St, Ste 100 Summersville, WV 26651 <i>Invoice dated October 1 – 31, 2013 (\$7.03)</i> <i>Invoice dated November 1 – 30, 2013 (\$46.87)</i> <i>Invoice dated December 1 – 31, 2013 (\$9.94)</i></p>	<p>\$63.84</p>

Engineering – Preliminary Design

Stafford Consultants, Inc.

PO Box 5849

Princeton, WV 24740

Invoice #711508001 dated 10/02/2013 (\$1,300.00)

Invoice #711508002 dated 11/05/2013 (\$5,200.00)

Invoice #711508003 dated 12/04/2013 (\$19,500.00)

Invoice #711508004 dated 01/02/2014 (\$3,250.00)

\$29,250.00

Engineering – Final Design

Stafford Consultants, Inc.

PO Box 5849

Princeton, WV 24740

Invoice #711511001 dated 05/02/2013 (\$16,456.00)

Invoice #711511002 dated 06/04/2013 (\$4,114.00)

Invoice #711511003 dated 07/02/2013 (\$2,057.00)

Invoice #711511004 dated 08/01/2013 (\$822.80)

Invoice #711511005 dated 09/04/2013 (\$1,234.20)

Invoice #711511006 dated 10/02/2013 (\$2,057.00)

\$26,741.00

Engineering – Mapping Booster Station

Stafford Consultants, Inc.

PO Box 5849

Princeton, WV 24740

Invoice #711507001 dated 07/02/2013 (\$1,000.00)

\$1,000.00

Engineering – Mapping Plant Site

Stafford Consultants, Inc.

PO Box 5849

Princeton, WV 24740

Invoice #711507002 dated 07/02/2013 (\$2,000.00)

\$2,000.00

Engineering – Property Surveys

Stafford Consultants, Inc.

PO Box 5849

Princeton, WV 24740

Invoice #711506001 dated 11/05/2013 (\$545.37)

\$545.37

Engineering – Report & Study

Stafford Consultants, Inc.

PO Box 5849

Princeton, WV 24740

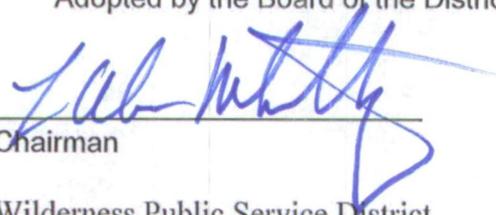
Invoice #711502011 dated 05/02/2013 (\$5,000.00)

\$5,000.00

TOTAL

\$64,600.21

Adopted by the Board of the District at a meeting held on the 16th day of January, 2014.


Chairman

Wilderness Public Service District

January 16, 2014

Resolution (1)

Page 2 of 2

Region 4 Planning and Development Council



(304) 872-4970
 Fax: 872-1012

October 1, 2013 through October 31, 2013

Wilderness PSD - Water
 % Region 4 Planning & Development Council
 885 Broad Street, Suite 100
 Summersville, WV 26651

PROJECT ADMINISTRATION

For month of:	October	Totals
Personnel:		
Fringe Benefits:		
Retirement		
Liability Insurance:		
Insurance		
FICA		
Unemployment		
Workers Compensation		
Travel:		
Equipment		
Supplies:		
Other:		
Rent:		
Utilities:		
Phone:	7.03	7.03
Other (direct)		
Misc. (indirect)		
Totals:	7.03	7.03



 John W. Tuggle
 Executive Director

003095- A/R
 030099-Income

Region 4 Planning and Development Council



(304) 872-4970
Fax: 872-1012

November 1, 2013 through November 30, 2013

Wilderness PSD - Water
% Region 4 Planning & Development Council
885 Broad Street, Suite 100
Summersville, WV 26651

PROJECT ADMINISTRATION

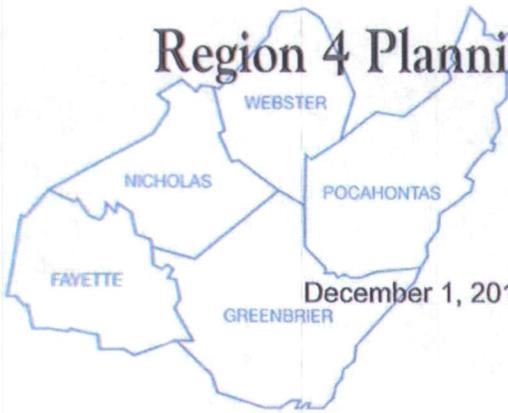
For month of:	November	Totals
Personnel:		
Fringe Benefits:		
Retirement		
Liability Insurance:		
Insurance		
FICA		
Unemployment		
Workers Compensation		
Travel:	37.86	37.86
Equipment		
Supplies:		
Other:		
Rent:		
Utilities:		
Phone:	9.01	9.01
Other (direct)		
Misc. (indirect)		
Totals:	46.87	46.87



John W. Tuggle
Executive Director

003095 - A/R
030099 - Income

Region 4 Planning and Development Council



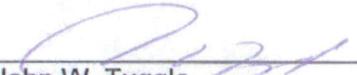
(304) 872-4970
 Fax: 872-1012

December 1, 2013 through December 31, 2013

Wilderness PSD - Water
 % Region 4 Planning & Development Council
 885 Broad Street, Suite 100
 Summersville, WV 26651

PROJECT ADMINISTRATION

For month of:	December	Totals
Personnel:		
Fringe Benefits:		
Retirement		
Liability Insurance:		
Insurance		
FICA		
Unemployment		
Workers Compensation		
Travel:		
Equipment		
Supplies:		
Other:		
Rent:		
Utilities:		
Phone:	9.94	9.94
Other (direct)		
Misc. (indirect)		
Totals:	9.94	9.94


 John W. Tuggle
 Executive Director

003095- A/R
 030099-Income

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711508001
Date 10/02/2013
Period Ending: 09/30/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.08 Wilderness PSD Preliminary Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Preliminary Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
PRELIMINARY DESIGN	65,000.00	2.00	0.00	1,300.00	63,700.00	98.00	1,300.00
Total	65,000.00	2.00	0.00	1,300.00	63,700.00	98.00	1,300.00

Invoice total 1,300.00

Approved by:



Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711508002
Date 11/05/2013
Period Ending: 10/31/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.08 Wilderness PSD Preliminary Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Preliminary Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
PRELIMINARY DESIGN	65,000.00	10.00	1,300.00	6,500.00	58,500.00	90.00	5,200.00
Total	65,000.00	10.00	1,300.00	6,500.00	58,500.00	90.00	5,200.00

Invoice total 5,200.00

Approved by:



Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711508003
Date 12/04/2013
Period Ending: 11/30/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.08 Wilderness PSD Preliminary Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Preliminary Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
PRELIMINARY DESIGN	65,000.00	40.00	6,500.00	26,000.00	39,000.00	60.00	19,500.00
Total	65,000.00	40.00	6,500.00	26,000.00	39,000.00	60.00	19,500.00

Invoice total **19,500.00**

Approved by:



Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711508004
Date 01/02/2014
Period Ending: 12/31/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.08 Wilderness PSD Preliminary Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Preliminary Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
PRELIMINARY DESIGN	65,000.00	45.00	26,000.00	29,250.00	35,750.00	55.00	3,250.00
Total	65,000.00	45.00	26,000.00	29,250.00	35,750.00	55.00	3,250.00

Invoice total 3,250.00

Approved by:



Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711511001
Date 05/02/2013
Period Ending: 04/30/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.11 Wilderness PSD Final Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Final Design Phase in connection with the Whitewater Interconnection.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
FINAL DESIGN	41,140.00	40.00	0.00	16,456.00	24,684.00	60.00	16,456.00
Total	41,140.00	40.00	0.00	16,456.00	24,684.00	60.00	16,456.00

Invoice total 16,456.00

Approved by:



Edward L. Shutt

cc: Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711511002
Date 06/04/2013
Period Ending: 05/31/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.11 Wilderness PSD Final Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Final Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
FINAL DESIGN	41,140.00	50.00	16,456.00	20,570.00	20,570.00	50.00	4,114.00
Total	41,140.00	50.00	16,456.00	20,570.00	20,570.00	50.00	4,114.00

Invoice total 4,114.00

Approved by:


Edward L. Shutt

cc: Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711511003
Date 07/02/2013
Period Ending: 06/30/2013
Project 087115 WILDERNESS PSD (087115)

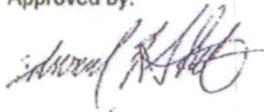
Project 08-7115.11 Wilderness PSD Final Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Final Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
FINAL DESIGN	41,140.00	55.00	20,570.00	22,627.00	18,513.00	45.00	2,057.00
Total	41,140.00	55.00	20,570.00	22,627.00	18,513.00	45.00	2,057.00

Invoice total 2,057.00

Approved by:



Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711511004
Date 08/01/2013
Period Ending: 07/31/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.11 Wilderness PSD Final Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Final Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
FINAL DESIGN	41,140.00	57.00	22,627.00	23,449.80	17,690.20	43.00	822.80
Total	41,140.00	57.00	22,627.00	23,449.80	17,690.20	43.00	822.80

Invoice total 822.80

Approved by:


Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711511005
Date 09/04/2013
Period Ending: 08/31/2013
Project 087115 WILDERNESS PSD (087115)

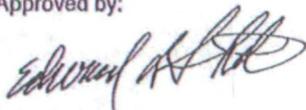
Project 08-7115.11 Wilderness PSD Final Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Final Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
FINAL DESIGN	41,140.00	60.00	23,449.80	24,684.00	16,456.00	40.00	1,234.20
Total	41,140.00	60.00	23,449.80	24,684.00	16,456.00	40.00	1,234.20

Invoice total 1,234.20

Approved by:



Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711511006
Date 10/02/2013
Period Ending: 09/30/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.11 Wilderness PSD Final Design For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Final Design Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
FINAL DESIGN	41,140.00	65.00	24,684.00	26,741.00	14,399.00	35.00	2,057.00
Total	41,140.00	65.00	24,684.00	26,741.00	14,399.00	35.00	2,057.00

Invoice total 2,057.00

Approved by:



Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711507001REVISE
Date 07/02/2013
Period Ending: 06/30/2013
Project 087115 WILDERNESS PSD (087115)

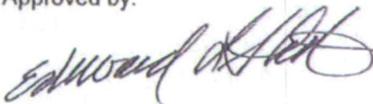
Project 08-7115.07 Wilderness PSD Mapping For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Mapping Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
MAPPING	3,000.00	33.33	0.00	1,000.00	2,000.00	66.67	1,000.00
Total	3,000.00	33.33	0.00	1,000.00	2,000.00	66.67	1,000.00

Invoice total 1,000.00

Approved by:



Edward L. Shutt

cc: Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711507002REVISE
Date 07/02/2013
Period Ending: 06/30/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.07 Wilderness PSD Mapping For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Mapping Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
MAPPING	3,000.00	100.00	1,000.00	3,000.00	0.00	0.00	2,000.00
Total	3,000.00	100.00	1,000.00	3,000.00	0.00	0.00	2,000.00

Invoice total 2,000.00

Approved by:



Edward L. Shutt

cc: Lesley Taylor, Region IV

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

Wilderness Public Service District
Attention: Debbie Gilbert
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711506001
Date 11/05/2013
Period Ending 10/31/2013

Project 087115 WILDERNESS PSD (087115)

Project 08-7115.06 Wilderness PSD Property Survey For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Property Survey Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
6 PROPERTY SURVEY	7,000.00	0.00	545.37	545.37
Total	7,000.00	0.00	545.37	545.37

Labor

Property Survey

	Hours	Rate	Billed Amount
Edward L. Shutt			
30-OTHER (SPECIFY)	3.00	150.00	450.00
Stacey R. Jewell			
50-TYPING/CLERICAL	2.00	38.00	76.00
Labor subtotal	5.00		526.00

Expense

Property Survey

	Billed Amount
70.55-COPIES (8 1/2 x 11)	
Non Vendor Expense	9.25
70.75-POSTAGE-REIMBURSEABLE PROJECTS	
Non Vendor Expense	10.12
Expense subtotal	19.37

Invoice total 545.37

Approved by:



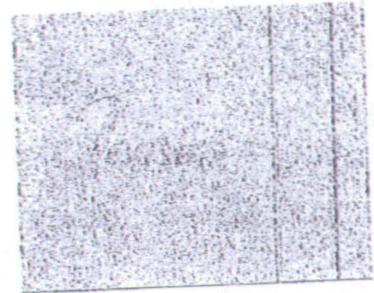
Edward L. Shutt

Wilderness Public Service District
Project 087115 WILDERNESS PSD (087115)

Invoice number 711506001
Date 11/05/2013

cc: *Lesley Taylor*

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



Wilderness Public Service District
P.O. Drawer 37
Mt. Nebo, WV 26679

Invoice number 711502011
Date 05/02/2013
Period Ending: 04/30/2013
Project 087115 WILDERNESS PSD (087115)

Project 08-7115.02 Wilderness PSD Report For engineering services in accordance with our agreement dated January 30, 2009 between Wilderness PSD and Stafford Consultants, Inc. for work performed under the Report and Study Phase in connection with the Whitewater Interconnection Extension Project.

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
REPORT	10,000.00	100.00	5,000.00	10,000.00	0.00	0.00	5,000.00
Total	10,000.00	100.00	5,000.00	10,000.00	0.00	0.00	5,000.00

Invoice total 5,000.00

Approved by:

Edward L. Shutt

cc: Region IV

EXPENDITURE SCHEDULE #1		WILDERNESS PSD - White Water Road Interconnection					
2012W-1375 / 14DWTRFA007D		Page 1	Date: January 16, 2014				
DWTRF Design Loan		As Per Schedule B	Adjusted	Revised Budget	Paid Prior To This Draw	Requested This Draw (Column 4 + 5)	Remaining (Column 3 - 6)
Construction Costs							
Whitewater Interconnection Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Plant - Solids Handling Sys	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mt Lookout Storage Tank	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Engineering - Basic							
Report & Study	10,000.00	0.00	10,000.00	0.00	5,000.00	5,000.00	5,000.00
Preliminary Design Phase	30,164.00	0.00	30,164.00	0.00	29,250.00	29,250.00	914.00
Final Contract Documents	36,140.00	0.00	36,140.00	0.00	26,741.00	26,741.00	9,399.00
Bidding & Negotiation Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adminstration of Const Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Engineering - RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Engineering - Special Services							
Geotechnical Investigation	7,150.00	0.00	7,150.00	0.00	0.00	0.00	7,150.00
Property Surveys	7,000.00	0.00	7,000.00	0.00	545.37	545.37	6,454.63
Mapping - Booster Station	1,000.00	0.00	1,000.00	0.00	1,000.00	1,000.00	0.00
Mapping - Tank Site	2,000.00	0.00	2,000.00	0.00	2,000.00	2,000.00	0.00
Archaeological Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Environmental Clearance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Easement Maps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WV/JDC Application	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DWTRF Application Preparation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expert Testimony	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Record Drawings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preparation of Asset Mgmt Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administrative Technical Svcs							
Project Administration	10,000.00	0.00	10,000.00	0.00	63.84	63.84	9,936.16
Project Accountant	4,000.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00
Legal Services							
PSC Attorney	3,500.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00
Lands/ROW Attorney	5,000.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00

EXPENDITURE SCHEDULE #1 **WILDERNESS PSD - White Water Road Interconnection**

2012W-1375 / 14DWTRFA007D Page 2 Date: January 16, 2014

DWTRF Design Loan	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)
Lands & ROWs							
Tank Site	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00
Booster Station Site	7,500.00	0.00	7,500.00	0.00	0.00	0.00	7,500.00
Plant Site	5,000.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00
Easements	2,000.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00
Appraisals	2,000.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00
Permits							
Bureau for Public Health	300.00	0.00	300.00	0.00	0.00	0.00	300.00
WV Dept of Highways	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WVNPDES - Stormwater Permit	1,170.00	0.00	1,170.00	0.00	0.00	0.00	1,170.00
Highway Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Power Service Booster Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Project Contingencies, E & O	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cost of Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar's Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capitalized Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DWTRF DESIGN LOAN	143,924.00	0.00	143,924.00	0.00	64,600.21	64,600.21	79,323.79



500 LEE STREET EAST • SUITE 1600 • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130
www.jacksonkelly.com

CLOSING MEMORANDUM

To: Bob DeCrease, WV BPH
Sheila Miller, WV WDA
Debbie Gilbert, Wilderness PSD
Sara Rogers, WV MBC

From: Samme L. Gee, Esq.

Date: January 31, 2014

Re: Wilderness Public Service District Design Funding Assistance Note, Series
2014 A (West Virginia DWTRF Program)

DISBURSEMENTS TO DISTRICT

Payor: West Virginia DWTRF Program
Source: DWTRF Design Funding Assistance
Amount: \$64,601
Date: January 31, 2014
Form: Wire
Payee: Wilderness Public Service District
Bank: Branch Banking & Trust Company
Bank Address: 815 Northside Drive
Summersville, WV 26651
Bank Contact: Brenna Crislip, (304) 872-8162
Wire Routing #: 051503394
Account Number: 0005177792499
Account: Construction Trust Fund

LAW OFFICE OF
GREGORY A. TUCKER, P.L.L.C.
719 MAIN STREET
SUMMERSVILLE, WEST VIRGINIA 26651

GREGORY A. TUCKER

TELEPHONE: (304) 872-2500
FAX: (304) 872-1188

January 31, 2014

Wilderness Public Service District
P.O. Box 37
Mount Nebo, West Virginia

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

West Virginia Bureau for Public Health
350 Capitol Street, Room 313
Charleston, West Virginia 25301

Re: Wilderness Public Service District
\$143,924 Design Funding Assistance Note, Series 2014 A
(West Virginia DWTRF Program)

Ladies and Gentlemen:

I am counsel to Wilderness Public Service District (the "Local Government"), a political subdivision and public corporation of the State of West Virginia. I have examined a certified copy of proceedings and other papers relating to the authorization of a Design Funding Assistance Agreement dated January 31, 2014, including all schedules and exhibits attached thereto (the "Design Funding Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Bureau for Public Health (the "BPH"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Design Funding Assistance Agreement and the Local Act (defined herein).

The Funding Assistance is being provided for the purposes of (i) paying the costs of the undertaking of 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 resolution duly adopted by the Local Government on January 16, 2014 (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Design 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.

Wilderness Public Service District
West Virginia Water Development Authority
West Virginia Bureau for Public Health
January 31, 2014
Page Two

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

1. The Design 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 Design Funding Assistance Agreement inures to the benefit of the Authority and the BPH and cannot be amended so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Local Government without the consent of the Authority and the BPH.

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 or enact the Local Act and to enter into the Design 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 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 Design Funding Assistance Agreement.

6. The execution and delivery of the Design Funding Assistance Agreement and the consummation of the transactions contemplated by the Design 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 BPH and the West Virginia Infrastructure and Jobs Development Council.

Wilderness Public Service District
West Virginia Water Development Authority
West Virginia Bureau for Public Health
January 31, 2014
Page Three

8. The Local Government has received the PSC order dated December 30, 2013, in Case No. 13-1441-PWD-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 Design 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.

Respectfully,

A handwritten signature in black ink, appearing to read 'Gregory A. Tucker', written in a cursive style.

Gregory A. Tucker

GAT:bh