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State Bar No. 694

November 9, 2007

VIA HAND DELIVERY

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

Re: Case No. 07- 2189-W-PC
Joint Application by West Virginia-American Water Company
and the Regional Development Authority of Charleston-Kanawha
County, West Virginia Metropolitan Region, for an Expedited
Determination that the Proposed Main Extension Project Does Not
Require a Certificate of Convenience and Necessity or, Alternatively,
For Issuance of a Certificate of Convenience and Necessity

Dear Ms. Squire:

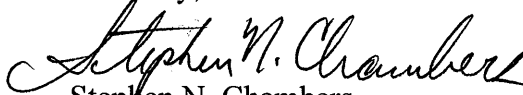
Enclosed please find an original and twelve copies of a Joint Application filed by West Virginia-American Water Company and the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, in connection with a water main extension project known as the Upper Winifrede Project.

Please note that the applicants are requesting an expedited determination that the proposed project does not require a certificate of convenience and necessity.

In addition to the exhibits attached to the Joint Application, two sets of construction plans and construction contract documents are also being filed with this Joint Application.

Please advise if you have any questions.

Sincerely,


Stephen N. Chambers

SNC/dmb

Enclosures

cc: Linda S. Bouvette, Esq. (w/enc.)
Mark Shamblin (w/enc)
Marc J. Slotnick, Esq. (w/enc)
Susan A. Blake (w/enc.)

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RECEIVED
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W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

PUBLIC SERVICE COMMISSION

OF WEST VIRGINIA
CHARLESTON

RECEIVED
31 NOV - 9 PM 3:53
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

CASE NO. 07- 2189-W-PC

Joint Application by West Virginia-American Water Company and the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, for an Expedited Determination that the Proposed Main Extension Project Does Not Require a Certificate of Convenience and Necessity or, Alternatively, For Issuance of a Certificate of Convenience and Necessity

JOINT APPLICATION

West Virginia-American Water Company ("Company"), a West Virginia corporation, and The Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, a statutory agency ("KCRDA", and together with the Company, the "Applicants"), respectfully request that the Public Service Commission of West Virginia (the "Commission") retain this matter for expedited review and either (i) make a determination that the water main extension project described herein constitutes an ordinary extension of an existing system in the usual course of business for which no certificate of convenience and necessity is required; or, alternatively, (ii) issue a certificate of convenience and necessity to KCRDA authorizing it to construct the water main extension project described herein (known as the "Upper Winifrede Project", hereinafter referred to as the "Project"); (iii) approve the proposed funding for the Project; (iv) waive any requirement that Tariff Rule 42 accounting information be filed with this Joint Application; and (v) waive any requirement for a hearing on this Joint Application. In support of this Joint Application, the Applicants represent as follows:

INTRODUCTION AND BACKGROUND

1. The Company is a public utility subject to the jurisdiction of the Commission pursuant to Chapter 24 of the West Virginia Code, as amended, and provides water service to approximately 167,000 customers in nineteen counties in West Virginia, including Kanawha County. The Company operates the Kanawha Valley Water Treatment Plant in Charleston, West Virginia (the “Kanawha Valley Treatment Plant”). The Company also provides water to existing customers of KCRDA pursuant to prior Commission authorization and a Revised Master Operation & Maintenance Agreement, also previously approved by the Commission. The Kanawha Valley Treatment Plant has adequate treatment capacity to serve the Company’s existing and anticipated future customers within the Kanawha Valley Treatment Plant service area as well as the present and anticipated future customers of KCRDA.

2. KCRDA is a public corporation established under the provisions of W. Va. Code § 7-12-1, *et seq.*, and as such has the statutory power and authority to operate a water distribution system. KCRDA has been issued numerous certificates by the Commission to operate water distribution facilities as a public water utility in many areas within Kanawha County. All of the water distribution facilities owned by KCRDA are operated and maintained for KCRDA by the Company pursuant to the operation and maintenance agreement described above. The tariff rates approved by the Commission for KCRDA are identical in all applicable respects with the rates of the Company, except that KCRDA has been authorized from time to time to impose a surcharge on its customers in certain locations and for certain periods of time. Such surcharges are dedicated to the repayment of funds borrowed by KCRDA to construct water distribution facilities. The Company also bills and collects for KCRDA in the same manner that it bills and collects for its own customers.

3. By Recommended Decision entered in Case No. 93-1053-W-PC on May 27, 1994, and final on June 7, 1994, the Company was authorized to acquire a large portion of the water distribution facilities of County Water Systems, Inc. ("CWS") and certain portions of the Carbon/Decota Water System then operated by Hastings Service Corporation ("HSC"). The portions of the CWS water system acquired by the Company served the areas in and around the Community of Winifrede in Kanawha County along Fields Creek between Scott Branch and Schoolhouse Hollow. The water distribution facilities obtained by the Company from HSC served the Communities of Carbon and Decota in the Cabin Creek area of Kanawha County. At that time, there existed a number of residences and businesses located along Fields Creek and County Route 77/1 south of Winifrede between Schoolhouse Hollow and Opera House Hollow (referred to herein as "Upper Winifrede") that either had no public water service or were served by the CWS facilities that were not acquired by the Company. Fourteen of these residences and one business still exist. Five of the residences were, until recently, served by CWS.

4. Following receipt of the Commission's approval in Case No. 93-1053-W-PC, the Company constructed approximately 5,100 feet of 8-inch diameter water main and related facilities to connect the Winifrede facilities acquired from CWS to the Company's existing distribution system. KCRDA and the Kanawha County Commission contributed approximately \$70,000.00 toward the cost of that construction. Those funds were a portion of the proceeds of the sale of KCRDA Series 1992 Revenue Bonds (the "Bonds") that were issued in connection with a group of other water line construction projects previously approved by the Commission in Case No. 92-0605-W-CN.

5. Pursuant to the Commission's Order in Case No. 92-0605-W-CN, all customers served by KCRDA funded water lines were required to pay a surcharge of \$10.00 per month until the Bonds were fully repaid. A \$10.00 per month surcharge was also approved in

Case No. 93-1053-W-PC for the customers in the Winifrede and Carbon/Decota areas. The Bonds have now been fully repaid and retired and the \$10.00 surcharge is no longer being billed to the customers in the Winifrede and Carbon/Decota areas.

6. By Recommended Decision entered in Case No. 06-0525-W-X on November 21, 2006, and final on December 11, 2006, CWS was authorized to abandon service to the five remaining customers that it had in the Upper Winifrede area. The Applicants are informed and believe that service was actually terminated to those customers by CWS in August, 2007.

7. At the request of KCRDA, the West Virginia Department of Environmental Protection, Division of Land Reclamation, Office of Abandoned Mine Lands and Reclamation (“AML”) conducted a study in 2005 of the impact of mining on public water supplies in the area of Fields Creek near Winifrede. The study found that all but 16 residences and 1 business then existing received water service from the Company. More importantly, the study found that 100% of the groundwater sources in the area had been adversely affected by mining and that local wells suffered from both chemical and biological contamination. Because 79% of the groundwater degradation is attributable to mining activity prior to the enactment of the Surface Mining Control and Reclamation Act in 1977, 79% of the estimated cost of the Project is available for funding by AML.

THE PROJECT

8. The Applicants propose to install one continuous-run booster and extend approximately 6,500 linear feet of 6-inch diameter water main and 2,200 linear feet of 2-inch diameter water main along Fields Creek and County Route 77/1 from Schoolhouse Hollow to Opera House Hollow to serve fourteen residences, including the five customers served until recently by CWS, and one business. As reflected in Exhibit 2 (described below), all of these

prospective customers have signed Water User Agreements. As a result, KCRDA's tap fee will be waived.

9. The Project is estimated to cost \$396,968 and will be funded as follows:

| | |
|---|---------------------|
| West Virginia Department of Environmental Protection, Abandoned Mine Lands ("AML") Program | \$267,968.00 |
| Kanawha County Commission | \$ 84,000.00 |
| West Virginia-American Water Company | <u>\$ 45,000.00</u> |
| Total | \$396,968.00 |

All of the conditions for receipt of AML funding have been met, other than the approval by the Commission of construction of the Project, with or without the issuance of a certificate of convenience and necessity. Since KCRDA will not be borrowing any of the Project funds, no customer surcharge is required.

10. All necessary permits for the Project have either been obtained, or have been applied for and are expected to be issued very soon. Copies of these permits or permit applications and certain other supporting documents and information are attached hereto as exhibits and made a part hereof, designated as follows:

- (a) Exhibit 1 – Project Location Map
- (b) Exhibit 2 – User Agreements
- (c) Exhibit 3 – Preliminary Engineering Report
- (d) Exhibit 4 – Project Budget Based on Engineer's Estimate
- (e) Exhibit 5 – Funding Letter from WVDEP/AML
- (f) Exhibit 6 – WV Bureau for Public Health Construction Permit
- (g) Exhibit 7 – WV Division of Highways Permit
- (h) Exhibit 8 – US Department of the Interior Letter re RTE
Determination
- (i) Exhibit 9 – WV Department of Natural Resources letter re RTE
Determination
- (j) Exhibit 10 – US Department of Agriculture re Farmland Impact
Determination
- (k) Exhibit 11 – US Army Corps of Engineers re Stream Crossing
Permits
- (l) Exhibit 12 – WV Public Lands Permit Application Letter

- (m) Exhibit 13 – WV Culture and History re Section 106 Compliance
- (n) Exhibit 14 – Certification of Readiness to Proceed from Engineer

As in similar past projects, two set of construction plans and construction contract documents are also being submitted concurrently with this Joint Application.

CERTIFICATE REQUIREMENT

11. W. Va. Code § 24-2-11 provides, in part, as follows:

No public utility . . . shall begin the construction of any plant, equipment, property or facility for furnishing to the public any of the services enumerated in Section 1, Article 2 of this Chapter . . . *except ordinary extensions of existing systems in the usual course of business* (emphasis added.)

12. By General Order No. 246 entered on February 24, 1993, the Commission directed that all entities, including public utilities, should consult with the Commission's Staff on a case-by-case basis concerning whether a construction project that will provide service to the public requires a certificate. The Applicants have consulted with the Commission's Staff concerning the Project and have been led to believe that Staff is in agreement with the Applicants that the Project constitutes an ordinary extension of an existing system in the usual course of business. In support of this conclusion, the Applicants submit the following:

(a) The estimated cost of the Project of approximately \$400,000.00 is 0.003 % of the Company's annual revenues. While the cost of the Project would be a larger percentage of the annual revenues attributable to only the customers of KCRDA, those revenues are not separately maintained. Nevertheless, with the thousands of KCRDA customers that are served every year, the percentage would still be negligible;

(b) The Project does not require any substantial engineering design. It is a straight-forward main extension consisting of a small booster and 6" and 2" pipe to be

located primarily in the highway right-of-way along a single road. The Project represents the logical extension and completion of the project previously certified in Case No. 93-1053-W-PC;

(c) There will be no surcharge and the minor increase in operation and maintenance costs associated with the Project will be largely, if not totally, offset by the revenues generated by the new customers;

(d) Upon approval of the Project by the Commission, all necessary financing will have been secured; and

(e) The public need is self-evident, with 100% of the otherwise available local water sources suffering from chemical and biological contamination (see Exhibit 3, Section 4.0) and with a portion of the prospective customers having recently been abandoned by CWS.

13. Expedited consideration is requested to enable service to be provided to the residents of Upper Winifrede as soon as possible. The AML funds are available immediately upon receipt of Commission approval of the Project, with or without a certificate. All planning and design has been completed and all rights of way have been secured. Applications for all other necessary permits/approvals have been submitted and all but two of the necessary permits/approvals have been obtained. The remaining permits/approvals are expected very soon. The plans, specifications and bid/contract documents are complete and the Project is ready to go to bid. With prompt Commission approval, the Project could be under construction in 60-90 days and, with favorable weather and prompt delivery of the booster station, it could be completed within 3-6 months thereafter.

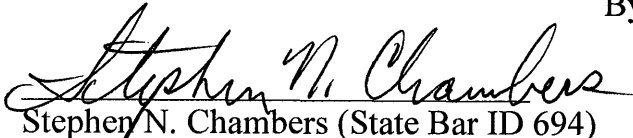
WHEREFORE, the Applicants pray that the Commission retain this matter for expedited review and either (i) make a determination that the Project constitutes an ordinary extension of an existing system in the usual course of business for which no certificate of

convenience and necessity is required; or, alternatively, (ii) issue a certificate of convenience and necessity to KCRDA authorizing it to construct the Project; (iii) approve the proposed funding for the Project; (iv) waive any requirement that Tariff Rule 42 accounting information be filed with this Joint Application; and (v) waive any requirement for a hearing on this Joint Application.

Respectfully submitted this 9th day of November, 2007.

WEST VIRGINIA-AMERICAN WATER
COMPANY
and
REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN
REGION

By Counsel



Stephen N. Chambers (State Bar ID 694)
Christopher L. Callas (State Bar ID 5991)
JACKSON KELLY PLLC

P. O. Box 553

Charleston, WV 25322

(304) 340-1000

Counsel for West Virginia American Water Company

Marc J. Slotnick (State Bar ID 3710)

Bailey & Wyant, PLLC

Post Office Box 3710

Charleston, West Virginia 25337

(304) 345-4222

Counsel for the Regional Development Authority of
Charleston-Kanawha County, West Virginia Metropolitan Region

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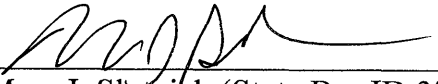
WEST VIRGINIA-AMERICAN WATER
COMPANY

and

REGIONAL DEVELOPMENT AUTHORITY
OF CHARLESTON-KANAWHA COUNTY,
WEST VIRGINIA METROPOLITAN
REGION

By Counsel

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Christopher L. Callas (State Bar ID 5991)
JACKSON KELLY PLLC
P. O. Box 553
Charleston, WV 25322
(304) 340-1000
Counsel for West Virginia American Water Company



Marc J. Slotnick (State Bar ID 3710)
Bailey & Wyant, PLLC
Post Office Box 3710

VERIFICATION

STATE OF WEST VIRGINIA,

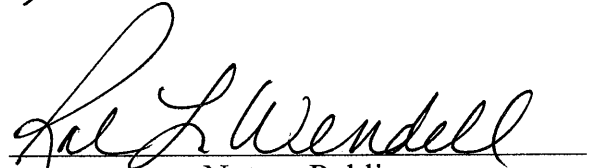
COUNTY OF KANAWHA, To-Wit:

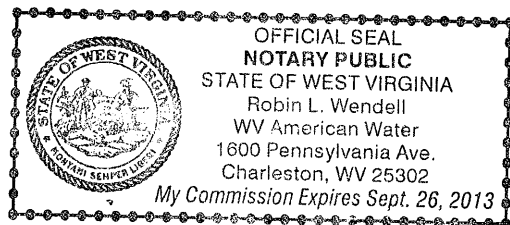
Mark Sankoff, an authorized representative of West Virginia-American Water Company, being duly sworn, says that the facts and allegations contained in the foregoing Joint Application are true, except so far as they are therein stated to be on information, and that, so far as they are therein stated to be on information, he believes them to be true.


Mark Sankoff

Taken, sworn to, and subscribed before me this 6th day of November, 2007.

My commission expires Sept. 26, 2013.


Notary Public

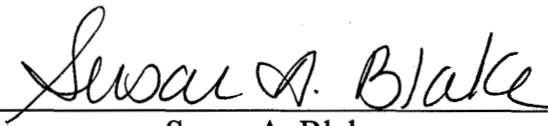


VERIFICATION

STATE OF WEST VIRGINIA,

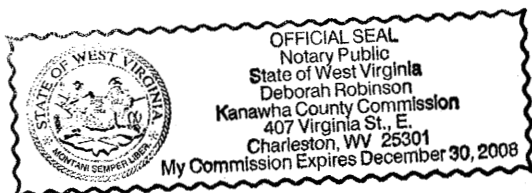
COUNTY OF KANAWHA, To-Wit:

Susan A. Blake, an authorized representative of the Regional Development Authority of Charleston-Kanawha County, West Virginia Metropolitan Region, being duly sworn, says that the facts and allegations contained in the foregoing Joint Application are true, except so far as they are therein stated to be on information, and that, so far as they are therein stated to be on information, she believes them to be true.


Susan A. Blake

Taken, sworn to, and subscribed before me this 7th day of November, 2007.

My commission expires December 30, 2008.

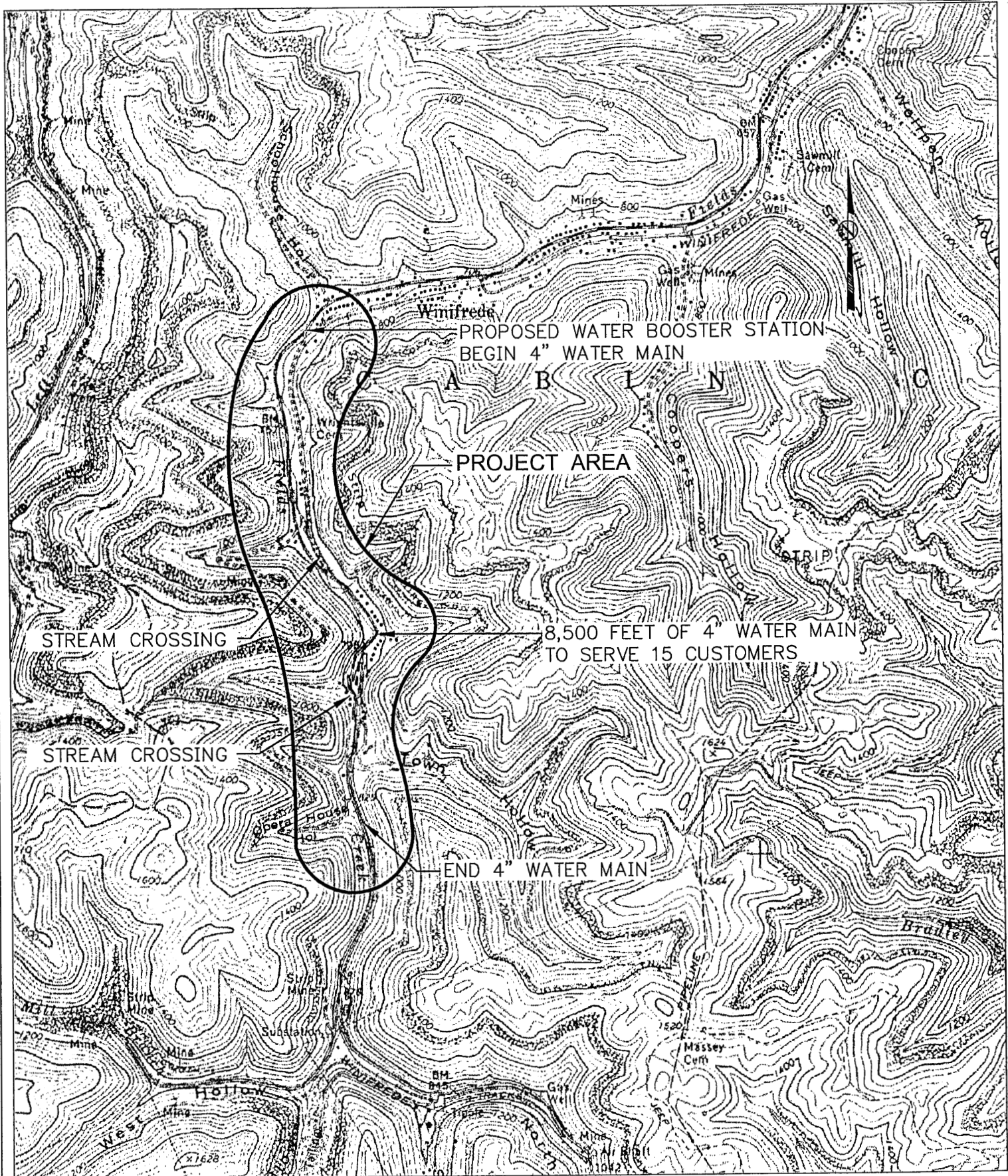



Notary Public

Exh. 1

UPPER WINIFREDE
WATER MAIN EXTENSION PROJECT
LOCATION MAP

EXHIBIT 1



0 2,000' 4,000'

BELLE QUADRANGLE

E.L. ROBINSON

Exh. 2

Upper Winifrede Water Main Extension**User's Agreements****9/27/2007**

| <u>Signed</u> | <u>Name</u> | <u>Address</u> | | | | <u>Phone</u> | <u>Lot #</u> |
|---------------|---------------------------------|------------------------------|------------|----|-------|--------------|--------------|
| yes | Jeffery Perdue | PO Box 245 | Winifrede | WV | 25214 | 949.5394 | 9007 |
| yes | Berry Perdue | HC 87 Box 216 | Winifrede | WV | 25214 | 949.2545 | 9209 |
| yes | Richard & Linda Scruggs | HC 87 Box 232 | Winifrede | WV | 25214 | 949.4595 | FC-6T |
| yes | William & Robin Scruggs | HC 87 Box 233 | Winifrede | WV | 25214 | 949.4595 | FC-6T |
| | James Hanshaw | PO Box 230 | Winifrede | WV | 25214 | | |
| yes | Jim & Wanda Pettry | PO Box 229 | Winifrede | WV | 25214 | 949.2692 | FC-4T |
| yes | Dempsey Pettry | PO Box 26 | Winifrede | WV | 25214 | 949.5314 | FC-2T |
| yes | Penn Virginia Operating Co. LLC | One Carbon Center, Suite 100 | Chesapeake | WV | 25315 | 949.563 | |
| yes | Charlie Jordan | PO Box 152 | Winifrede | WV | 25214 | 949.4158 | 3121 |
| yes | William C. & Tammy Vance | HC 87 Box 218 | Winifrede | WV | 25214 | 949.4592 | 0626 |
| | Vacant | | Winifrede | WV | 25214 | | 9144 |
| yes | Jean & James Shepherd | PO Box 102 | Winifrede | WV | 25214 | 949.4592 | 0627 |
| yes | Ronald Miller | HC 87 Box 220 | Winifrede | WV | 25214 | 949.227 | 9014 |
| yes | Jesse J. Vance | PO Box 175 | Winifrede | WV | 25214 | 949.6839 | 9327 |
| yes | Tina and Gary Miller | HC 87 Box 222 | Winifrede | WV | 25214 | 949.2826 | 9015 |
| yes | Harmac, Inc. | PO Box 104 | Winifrede | WV | 25214 | 949.1107 | |

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

Jeff Perdue ("Customer");

P.O. Box 245 Winifrede ("Address")

Winifrede - 9007 Property Location 304-949-5394 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
5. Owner shall have final authority on the location of any service line connection to its distribution system and may terminate service to any Customer who allows an extension from his or her service line or dwelling to supply water to another user.
6. Customer agrees to permanently disconnect from his present water supply prior to connecting to Owner's system and thereafter not to permit any other water supply to be connected to his or her service line or dwelling.
7. As soon as Owner makes water service available to Customer, Customer shall connect his or her service line to Owner's system and shall begin to take water from Owner. Water service charges shall begin on the date service is made available, regardless of whether Customer connects to the Owner's system on that date.
8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 25 day of Sept, 2007.

Wanda L. Perry
Witness

Jeff Perdue
Customer

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

Barry A Perdue ("Customer"):

HC 87 Box 214 Winitrede ("Address")

Winitrede Lot No. 9209 Property Location 949 2545 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
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Dated this 25th day of SEPTEMBER 2007.

Jim Petty
Witness

Barry A Perdue
Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

RICHARD K. & LINDA SERUZZO ("Customer"):

HC 87 Box 232 ("Address")

Winifrede FCBT Property Location 949-4595 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
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Dated this 25 day of Sept 2007.

Wanda L. Seruzzo
Witness

Richard Seruzzo
Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

William R Scruggs ("Customer");

HC 87 Box 233 Winifrede WV 25214 ("Address")

Winifrede - FC-6T Property Location 949-4595 Phone

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Dated this 25 day of September, 2007.

Wanda G. Boney
Witness

William R Scruggs
Customer

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

James HANSHAW ("Customer"):

("Address")

Property Location _____ Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
5. Owner shall have final authority on the location of any service line connection to its distribution system and may terminate service to any Customer who allows an extension from his or her service line or dwelling to supply water to another user.
6. Customer agrees to permanently disconnect from his present water supply prior to connecting to Owner's system and thereafter not to permit any other water supply to be connected to his or her service line or dwelling.
7. As soon as Owner makes water service available to Customer, Customer shall connect his or her service line to Owner's system and shall begin to take water from Owner. Water service charges shall begin on the date service is made available, regardless of whether Customer connects to the Owner's system on that date.
8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this _____ day of _____, 2007.

Witness

Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

Jim Pettry ("Customer");

HC-87 Box 229 Winifrede ("Address")

Winifrede - FC-4T Property Location 949-2692 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
5. Owner shall have final authority on the location of any service line connection to its distribution system and may terminate service to any Customer who allows an extension from his or her service line or dwelling to supply water to another user.
6. Customer agrees to permanently disconnect from his present water supply prior to connecting to Owner's system and thereafter not to permit any other water supply to be connected to his or her service line or dwelling.
7. As soon as Owner makes water service available to Customer, Customer shall connect his or her service line to Owner's system and shall begin to take water from Owner. Water service charges shall begin on the date service is made available, regardless of whether Customer connects to the Owner's system on that date.
8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 35 day of Sept, 2007.

Witness

Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

Dempsey Petry ("Customer"):

P.O. Box 26 Winifrede, W.V. ("Address")

Winifrede - FC-2T Property Location 949-5314 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
5. Owner shall have final authority on the location of any service line connection to its distribution system and may terminate service to any Customer who allows an extension from his or her service line or dwelling to supply water to another user.
6. Customer agrees to permanently disconnect from his present water supply prior to connecting to Owner's system and thereafter not to permit any other water supply to be connected to his or her service line or dwelling.
7. As soon as Owner makes water service available to Customer, Customer shall connect his or her service line to Owner's system and shall begin to take water from Owner. Water service charges shall begin on the date service is made available, regardless of whether Customer connects to the Owner's system on that date.
8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 25 day of Sept, 2007.

Wanda L. Petry
Witness

Dempsey W. Petry
Customer

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

Penn Virginia Operating Co., LLC ("Customer"):

Suite 100, One Carbon Center, Chesapeake, WV 25315 ("Address")

Tax Map 53 Parcel No 1 - Win. Frede Lot Property Location (304) 949-5630 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
5. Owner shall have final authority on the location of any service line connection to its distribution system and may terminate service to any Customer who allows an extension from his or her service line or dwelling to supply water to another user.
6. Customer agrees to permanently disconnect from his present water supply prior to connecting to Owner's system and thereafter not to permit any other water supply to be connected to his or her service line or dwelling.
7. As soon as Owner makes water service available to Customer, Customer shall connect his or her service line to Owner's system and shall begin to take water from Owner. Water service charges shall begin on the date service is made available, regardless of whether Customer connects to the Owner's system on that date.
8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 27th day of SEPTEMBER, 2007.

Elysiak Cattrill
Witness

James L. Corrado, Vice President
Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

CHARLEY L. JORDAN ("Customer");

PO 153 WINIFREDE WA ("Address")

WINIFREDE LOT Property Location 949-4158 Phone
#3131

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
5. Owner shall have final authority on the location of any service line connection to its distribution system and may terminate service to any Customer who allows an extension from his or her service line or dwelling to supply water to another user.
6. Customer agrees to permanently disconnect from his present water supply prior to connecting to Owner's system and thereafter not to permit any other water supply to be connected to his or her service line or dwelling.
7. As soon as Owner makes water service available to Customer, Customer shall connect his or her service line to Owner's system and shall begin to take water from Owner. Water service charges shall begin on the date service is made available, regardless of whether Customer connects to the Owner's system on that date.
8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 28th day of SEPTEMBER 2007.

Jim [Signature]
Witness

Charley Jordan
Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

William C Vance ("Customer");
HC 87 Box 218 Winifrede WV 25214 ("Address")
Winifrede - 0626 Property Location 949-4592 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
5. Owner shall have final authority on the location of any service line connection to its distribution system and may terminate service to any Customer who allows an extension from his or her service line or dwelling to supply water to another user.
6. Customer agrees to permanently disconnect from his present water supply prior to connecting to Owner's system and thereafter not to permit any other water supply to be connected to his or her service line or dwelling.
7. As soon as Owner makes water service available to Customer, Customer shall connect his or her service line to Owner's system and shall begin to take water from Owner. Water service charges shall begin on the date service is made available, regardless of whether Customer connects to the Owner's system on that date.
8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 05 day of September, 2007.

Wanda H. Gentry
Witness

William C Vance
Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

Jean & James Shepherd ("Customer"):
PO Box 102 Winifrede, W. Va ("Address")
Winifrede - 0627 Property Location 949-4592 Phone (Son)

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
5. Owner shall have final authority on the location of any service line connection to its distribution system and may terminate service to any Customer who allows an extension from his or her service line or dwelling to supply water to another user.
6. Customer agrees to permanently disconnect from his present water supply prior to connecting to Owner's system and thereafter not to permit any other water supply to be connected to his or her service line or dwelling.
7. As soon as Owner makes water service available to Customer, Customer shall connect his or her service line to Owner's system and shall begin to take water from Owner. Water service charges shall begin on the date service is made available, regardless of whether Customer connects to the Owner's system on that date.
8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 25 day of September, 2007.

Wanda L. Gutley
Witness

James W. Shepherd
Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

Ronald Miller ("Customer"):

HC 87 Box 220 Winifrede ("Address")

WINIFREDE LOT 8 Property Location 949-2270 Phone
9014

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
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8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 26TH day of SEPTEMBER, 2007.

John [Signature]
Witness

Ronald Miller
Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

Jesse J. Vance ("Customer"):

P.O. Box 175, Winifrede ("Address")

Winifrede - 9327 Property Location 949-6839 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
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8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 25th day of September, 2007.

Wanda L. Petty
Witness

Jesse J. Vance
Customer

Customer # _____

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

TINA Miller ("Customer"):

HC 87-Box 222 Winifrede ("Address")

Winifrede - 9015 Property Location 949-2826 Phone

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
3. Customer agrees to comply with the Owner's Rules and the Rules and Regulations of the West Virginia Public Service Commission ("PSC"), as amended from time to time ("PSC Rules"). Customer agrees (i) to pay for water service at the rate, time and place specified in the Owner's Rules and in Owner's water service tariff approved by the PSC ("Tariff") and (ii) to pay any penalties for non-compliance set forth in the Owner's Rules and the PSC Rules. The Owner's Rules, the PSC Rules and the Tariff will be available to Customer for inspection at the Owner's offices.
4. Owner shall purchase, install and have the exclusive right to use the cutoff valve and water meter.
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8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 25 day of Sept, 2007.

Wanda G. Kelley
Witness

Tina Miller
Customer

WATER USER'S AGREEMENT

THIS WATER USER'S AGREEMENT between West Virginia American Water ("Owner") and

HARMAC, INC ("Customer"):

P.O. Box 104, Win, Frede WV 25214 ("Address")

Win, Frede / DV Property Location 949-1107 Phone
LOT

WHEREAS, Customer desires to enter into this Agreement as required by Owner's Rules and Regulations, as amended from time to time ("Owner's Rules").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree:

1. Subject to the limitations in the Owner's Rules, Owner shall furnish water to Customer in connection with Customer's occupancy of the property ("Property"):
2. Customer shall install and maintain at Customer's own expense a service line beginning at the meter location and extending to the dwelling or place of use.
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8. Customer agrees to pay the minimum water bill for a period of three (3) years from the date service is made available if Customer elects not to use Owner's water service.
9. Owner and Customer agree that if it is determined that service to the Property is not feasible for any reason, this Agreement shall become null and void and Owner will be under no continuing obligation to provide service to the Property.

Dated this 26 day of September, 2007.

Witness

Customer

Exh. 3

Upper Winifrede Water Main Extension Project

Preliminary Engineering Report

Prepared for:

West Virginia American Water

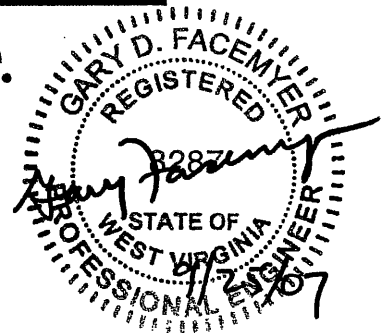
E.L. ROBINSON

the Challenge. the Choice.

September 25, 2007

E.L. Robinson Engineering Company
5088 Washington Street, West ~ Charleston, WV 25313
Phone (304) 776-7473 ~ Fax: (304) 776-6426

Website: www.elrobinson.com



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the Choice.

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Exhibits

Project Cost and Financing Summary (Engineer's Estimate)

Project Area Map (USGS 1" = 2000')

1.0 Summary

The Kanawha County Regional Development Authority (KCRDA) requested the West Virginia Department of Environmental Protection, Division of Land Reclamation, Office of Abandoned Mine Lands and Reclamation (AML) to study the impacts to public water supplies in the area of Fields Creek of Kanawha River near Winifrede, Kanawha County, West Virginia (project referred to as "Upper Winifrede"). All but the last 15 users (The study found 16 homes and 1 business) in the Fields Creek watershed are currently served by West Virginia American Water (WVAW), a public water utility company. The study, conducted in 2005, found that 100% of the groundwater sources have been impacted by mining and 79% of that degradation is from mining activity prior to passage of the Surface Mining Control and Reclamation Act in 1977 (pre-law mining). Seven (7) (now five (5)) of the 17 homes were served by County Water Systems, Inc., a public water utility. The West Virginia Public Service Commission, in an order dated December 11, 2006, granted permission to County Water Systems, Inc. to pay \$625 to each customer and abandon service on June 1, 2007 to these five customers. Water service has been discontinued and the customers are without running water.

The KCRDA, in cooperation with AML, the Kanawha County Commission and West Virginia American Water has initiated a water main extension project to bring public water to the 15 affected users. This engineering report details the essence of the project.

The project will result in an extension of the public water system to serve the subject users with a safe and reliable water supply. The system will be owned by KCRDA and operated by WVAW. The ownership/operation will be transparent to the customers. They will receive the same rates and the same good service that other WVAW customers enjoy.

2.0 Introduction

The KCRDA has previously entered into an operation and maintenance agreement with WVAW to operate and maintain water systems owned by KCRDA throughout Kanawha County. KCRDA has extended water service to numerous rural communities for the past 10 years.

AML administers a program to fund construction of water mains into communities whose water supply has been impacted by pre-law mining. Based on the aforementioned study, AML has determined that the Upper Winifrede community is eligible for 79% funding of a water supply (water main extension) system. Once the project is complete, the water facilities will belong to KCRDA and operated by WVAW in accordance to the aforementioned O&M Agreement.

WVAW contributes \$3,000 per customer toward water main extensions. Therefore, they have committed \$45,000 towards the project costs.

The Kanawha County Commission (KCC) has been very aggressive toward a goal of providing public water to its citizens. The KCC has pledged matching funds to this project. The AML eligible costs, the WVAW contribution and the KCC matching funds complete the funding for this project. The only funding issue at this time is when the AML funds will be available based on a priority rating system they have in place. The current scenario anticipates funding in FY2010.

3.0 Project Planning Area

The planning area is defined by the area of Fields Creek between Schoolhouse Hollow and Town Hollow. Fields Creek runs north through the planning area. The planning area is up stream and south of Winifrede. The property is owned in its entirety by Penn Virginia Coal Company (aka. Penn Virginia Resource Partners), Chesapeake, WV (Penn Virginia). The residents and businesses rent from Penn Virginia. The last house served by WVAW is at HC 87 Box 240, Winifrede, WV. The previous extension in Winifrede, approximately ten years ago, stopped at this house due to the available service elevation and distance to the next home. The next house was 1000 feet away and would likely experience low pressure. All of the potential customers adjoin the public highway, WV County Route 77/1.

4.0 Current and Future Situation

According to the aforementioned study prepared for AML, the Upper Winifrede community water sources (groundwater wells) have chemical and biological contamination and the residents do not drink their water. While 100% of the water supplies are affected by mining; post-law mining activities reduced the eligible funding to 79%.

Penn Virginia rents the property to residential and business uses. The probable capacity of the property is 20 residential and 4 business entities. Penn Virginia has expressed an interest in maintaining this rental property in their business plan. They currently have more than 120 renters in West Virginia.

WVAW currently serves customers to the edge of the study area. The pressure gradient at the end of the existing main and elevation of the proposed customers is such that a water booster (pumping) station will be required to extend service. No fire protection will be available to the proposed customers.

5.0 Alternatives

The groundwater has been studied and determined to be negatively impacted by past and current mining activities. Alternatives were evaluated as part of the previous study conducted for AML. On-site treatment of the groundwater was considered not cost-effective and likely to provide poor results. No other feasible alternatives exist.

6.0 Design Criteria

The project has been designed in accordance with West Virginia Bureau for Public Health “64CSR77 - *Public Water Systems Design Standards*”.

6.1 Booster (Pumping) Station.

A water booster station is necessary to serve the proposed users of this water main extension. A seven day recording pressure gage was placed in the meter set at HC 87 Box 240 (the last meter on the existing main, elevation 734 feet) The Winifrede community is served by an 8” main installed in 1995. The water storage comes from the Belle Tank (overflow elevation of 850’.) The Belle Tank is feed by the East Relay Station. Pressure at the end of the existing main is influenced by (1) the East Relay Station, (2) the 500,000 gallon Belle Tank and (3) the Coopers Hollow Booster Station, which pulls suction from the Winifrede main. The measured pressure varied from 40 to 68 psi. A typical pressure was 57 psi. The booster station will be at elevation 750 and the highest service is elevation 831.

The station will be designed to deliver 50 gpm at 150 feet TDH. The station will be housed in a dog-house type structure, situated on a site above the 100 year flood elevation, readily accessible and protected against interruption of service. The station shall contain two (2) pumps with capacities such that peak demand can be satisfied with either pump out of service. The pumps will be vertical, multi-stage, centrifugal, constant run. The station shall contain a totalizer meter and provisions for chlorination feed. The station shall be provided with automatic controls and telemetry to report when the station is out of service.

6.2 Finished Water Storage.

The proposed water system will be supplied by the Kanawha Valley Water Plant. The hydraulic gradient of the Kanawha Valley system is 850. There are east and west relay stations to maintain that gradient away from the plant. The Winifrede community is served by the Belle

Tank. The storage capacity of the Belle Tank will not be measurably impacted by this extension. Fire protection is not being provided to the proposed customers.

6.3 Distribution System.

Pipe, fittings and valves shall conform to AWWA standards. The distribution system shall provide a peak demand flow of 50 gallons per minute. The system shall maintain a minimum pressure of twenty (20) pounds per square inch at ground level at all points in the distribution system under all conditions of flow and thirty (30) pounds per square inch under static conditions. Ductile iron push joint pipe, Class 350, or PVC push joint pipe, Class 250 will be used. All valves will be 250 psi, and fittings will be ductile iron, mechanical joint. The highest pressure will not exceed 120 psi. Six (6) inch diameter pipe will be used for the first 6,500 feet and 2,200 feet of 2" will be used at the end. A blow-off setting will be provided at the dead end. No air relief valves are required. The main shall be provided with a minimum of forty-two (42) inches of cover. Each service connection shall be individually metered. No sanitary sewer exists in the proposed service area.

7.0 Recommendations

This design report, and the previous report prepared for AML, recommends that KCRDA extend service to the remaining users on Fields Creek (Upper Winifrede). The extension consists of a water booster station, 6,500 feet of 6" water main and 2,200 feet of 2" water main to serve the potential of 20 residential and 4 business customers. The project will not provide fire protection due to the booster station. The project will significantly improve the standard of living and quality of life for the people of the subject area. WVAW will operate and maintain the system as if these were customers anywhere in the WVAW service area. KCRDA will charge rates equal to the statewide rates in effect for WVAW customers. WVAW will provide the billing and collection service as part of the O&M Agreement. The arrangement/service will be transparent to the customers.

7.1 Project Cost

The construction cost estimate has been reviewed and determined to be reasonable. The construction cost estimate has not increased since the 2005 study. The project contingency is based on 10% of the local share. AML is paying 79% of the construction costs and they do not budget for contingency. The engineer's estimate of project costs and anticipated financing is summarized on the following page.

7.2 Project Schedule

The schedule is very much dependent on when the AML funding will be available. AML funding is based on a priority rating system. Currently, the Upper Winifrede project is scheduled to be funded in FY2010. The following is provided as a list of milestones and probable durations.

| | |
|---|-------------------------------|
| Final Design/Bid/Construction Documents | September 2007 |
| Bureau of Public Health Permit | October 2007 |
| PSC Certificate | April 2008 |
| Open Bids | 120 days after grant award |
| Award Construction Contract | 60 days after opening bids |
| Complete Construction Contract | 180 days after contract award |

7.3 Easements

Penn Virginia has agreed to grant right of way and easements for the booster station and water main that will not be on WV Department of Highways right of way.

7.4 Permits

The following permits will be needed for this project.

West Virginia Bureau for Public Health Permit to Construct
West Virginia Division of Highways Occupancy Permit
West Virginia Public Service Commission Certificate of Need
West Virginia Public Lands Stream Activity Permit
US Army Corps of Engineers Nationwide Utility Activity Permit 12

7.5 Environmental

The project is not expected to result in negative impacts on the community. There will be some short-term negative impacts related to normal utility line construction such as air, water and noise pollution, but those impacts will be minimized by best management practices. The water main will be placed on the highway shoulder and ditch line. When it becomes necessary to leave the highway right of way for stream crossings, the contractor will again use best management practices and not disturb the streams during the fish spawning season.

Land Use/Farmland Conversion Impact. The land use is rural residential and light industrial support to the coal industry. This project will not change or impact the current land uses. A letter has

been written by USDA stating that they would not consider this project as having any impact to Prime or Statewide Important Farmlands.

Rare, Threatened and Endangered (RTE) Species. No known RTEs or unique/sensitive habitats exist in the project area. Letters have been written by WVDNR and US Department of the Interior stating that no RTE species are expected to be impacted by this project.

Floodplains. The water booster station, water mains and metered service settings will be placed such that service will not likely be interrupted due to flooding. The floodplain will not be altered due to this project. The Kanawha County Commission administers the floodplain building permits.

Wetlands. – There are no obvious wetlands at the booster station site or along the route of the water mains. No wetlands appear on the wetlands inventory map. No wetlands will be disturbed as a result of this project.

Cultural Resources. - A letter has been written by the WV Division of Culture and History requesting addition information. A response is being prepared to address comments regarding potential impacts to cultural and historic features in the project area in accordance with Section 106 of the National Historic Preservation Act.

7.6 Public Health

The public health of the families and businesses in the project area will be greatly enhanced by the availability of a safe and reliable public water supply. The quality of life and standard of living will be greatly enhanced. The project should be completed on this basis.

Exh. 4

**Upper Winifrede Water Main Extension
Project Cost and Financing Summary
Engineer's Estimate**

| | | Project Cost | Funding Sources | | | |
|----------------------------------|----|--------------|-----------------|-----------|--------------|---------------|
| | | | AML | KCC | WVAW | Total Funding |
| 1. Construction: | | \$ 339,200 | \$ 267,968 | \$ 71,232 | | \$ 339,200 |
| 2. Engineering | 1. | | | | | - |
| Planning | 2. | | | | | - |
| Design | | 17,000 | | | \$ 17,000.00 | 17,000 |
| Construction | | | | | | - |
| Construction Phase | | 6,500 | | | 6,500 | 6,500 |
| Resident Inspection | | 17,668 | | 5,668 | 12,000 | 17,668 |
| 3. Legal: | | | | | | - |
| Project Attorney | 3. | | | | | - |
| Rights-of-Way | | 2,000 | | | 2,000 | 2,000 |
| PSC Attorney | | 7,500 | | | 7,500 | 7,500 |
| 4. Administrative Cost: | | | | | | - |
| Project Coordinator | 4. | | | | | - |
| Other Administrative | | | | | | - |
| 5. Financing Costs: | 5. | | | | | - |
| Interim Financing | | | | | | - |
| Capitalized Interest | | | | | | - |
| Bond Counsel | | | | | | - |
| 6. Site, Easements and ROW Cost: | 6. | | | | | - |
| Land Acquisition Costs | | | | | | - |
| Easement Costs | | | | | | - |
| 7. Project Contingency: | 7. | 7,100 | | 7,100 | | 7,100 |
| 8. TOTAL PROJECT COST | | \$ 396,968 | \$ 267,968 | \$ 84,000 | \$ 45,000 | \$ 396,968 |

1. WVAW will be the Engineer of Record
2. AML provided project planning.
3. KCC will provide project attorney.
4. KCRDA will provide project administration.
5. No financing costs are anticipated.
6. Penn Virginia granted easements at no cost.
7. Based on 10% of local share. (AML does not budget contingency.)

Construction Cost Estimate

| | | Quantity | Unit | Cost/Unit | Total Cost |
|---|-----------------|----------|------|-------------------|-------------------|
| 1 | 6" Water Main | 6,500 | LF | \$ 30 | \$ 195,000 |
| 2 | 6" Gate Valves | 4 | EA | 750 | 3,000 |
| 1 | 2" Water Main | 2,200 | LF | 20 | 44,000 |
| 2 | 2" Gate Valves | 1 | EA | 600 | 600 |
| 3 | Road Crossings | 140 | LF | 120 | 16,800 |
| 4 | Services | 15 | EA | 1,000 | 15,000 |
| 5 | Booster Station | 1 | LS | 64,800 | 64,800 |
| | | | | Construction Cost | <u>\$ 339,200</u> |

Prepared by:
Gary Facemyer, PE
E.L. Robinson Engineering Company
September 27, 2007

Exh. 5



west virginia department of environmental protection

Executive Office
601 57th Street SE
Charleston, WV 25304
Phone: (304) 926-0440
Fax: (304) 926-0446

Joe Manchin III, Governor
Stephanie R. Timmermeyer, Cabinet Secretary
www.wvdep.org

MEMORANDUM

TO: Joe Martin, Deputy Chief of Staff
Governor's Office

FROM: Stephanie R. Timmermeyer
Cabinet Secretary

DATE: October 10, 2007

SUBJECT: Upper Winifrede Waterline Project

The agency is pleased to provide this response to your inquiry regarding the Abandoned Mine Lands (AML) program's effort to fund a waterline project in the Upper Winifrede area of Kanawha County. As stated in the memorandum dated September 7, 2007, this study area is eligible for 79% of the estimated construction cost being funded by AML.

In March 2007, AML sent the project sponsor, Kanawha Regional Development Authority (RDA), a request to complete a Certification of Readiness to Proceed. The criteria AML uses are: 1) Design, plans, and specification complete; 2) Bureau for Public Health permit obtained; 3) All realty complete (R-O-W, easements, etc.); 4) All funding committed; and 5) Public Service Commission requirements satisfied. The Kanawha RDA returned the certification, dated April 2, 2007, indicating that all funding had been committed; thus, completing one of the five measures. Kanawha RDA resubmitted the certification, dated October 2, 2007, stating all five measures were complete. However, upon review of the cover letter it is clear that both the Bureau for Public Health permit and Public Service Commission certification require finalization. *submitted*

The Office of Abandoned Mine Lands and Reclamation stands ready to assist in funding the Upper Winifrede project upon submission of the Certification of Readiness to Proceed, complete with copies of the outstanding Bureau for Public Health permit, Public Service Commission certification and all required easements. If there are any additional questions or concerns, please do not hesitate to contact Charles Miller, Assistant Director of the Office of Abandoned Mine Lands and Reclamation, at (304) 926-0499 ext. 1472.

SRT/ke

Promoting :

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| | | | |
|-------------------|------|------------|--------------|
| Post-it® Fax Note | 7671 | Date 10/16 | # of pages 1 |
| To Gary | | From Susan | |
| Co./Dept. | | Co. | |
| Phone # | | Phone # | |
| Fax # 776-6426 | | Fax # | |

Exh. 6

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL and WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WEST VIRGINIA 25301
TELEPHONE 304-558-2981

(Water) **PERMIT**
PROJECT: Upper Winifrede (Fields Creek) PERMIT NO.: 17,730
Water Line Extension

LOCATION: Winifrede COUNTY: Kanawha DATE: 10-15-2007

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**West Virginia-American Water Company
Post Office Box 1906
Charleston, West Virginia 25327**

is hereby granted approval to: install approximately 6,500 LF of 6" and 2,220 LF of 2" water line; one (1) 50 G.P.M. duplex water booster station; and all necessary valves and appurtenances.

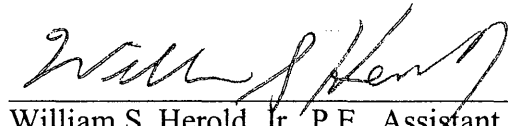
Facilities are to serve approximately fifteen (15) customers in the Upper Winifrede Area (Fields Creek).

NOTE: This permit is contingent upon all new water lines being disinfected, flushed and bacteriologically tested, prior to use.

The Environmental Engineering Division of the St. Albans District Office (304-722-0611) is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR



William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:emt

pc: E. L. Robinson Engineering Company
James W. Ellars, P.E., PSC-Engineering Division
Amy Swann, Public Service Commission
Kanawha-Charleston Health Department
OEHS-EED St. Albans District Office

EXHIBIT 6

Exh. 7

PERMIT NO. 1 07 0402

PERMIT TO ENTER UPON, UNDER, OVER OR ACROSS THE STATE ROADS OF THE STATE OF WEST VIRGINIA, AS PROVIDED FOR IN SECTION 6, ARTICLE 16, CHAPTER 17; SECTION 9, ARTICLE 16, CHAPTER 17; SECTION 8, ARTICLE 4, CHAPTER 17, WEST VIRGINIA CODE, 1931, AS AMENDED.

THIS PERMIT, Made this 4 day of October 20 07, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation hereinafter called DIVISION and West Virginia American Water

Address: PO Box 1906, Charleston, WV 25327

Phone No: (304) 340-2014

hereinafter called APPLICANT.

WITNESSETH

In consideration of the hereinafter set out covenants and in accordance with Section 6, Article 16, Chapter 17; or Section 9, Article 16, Chapter 17; or Section 8, Article 4, Chapter 17, of the Official Code of West Virginia, 1931, as amended, and the rules and regulations promulgated thereunder, APPLICANT does hereby apply to enter

Route Type & No. County Route 77/1 DOH Project No. _____ (if applicable);
at 3 miles from the intersection with WV Route 61 Mile Post _____

in Kanawha County, for the purposes hereinafter set forth and in accordance with the plans and specifications which are attached hereto and made a part hereof: Extend public water service to 15 residences and businesses. The project consists of 6,500' of 6" and 2,200' of 2" water pipe.

A water booster station will be constructed off of the DOH right of way and will use an existing residential driveway for ingress and egress.

APPLICANT further agrees to accept the conditions hereinafter set forth:

1. APPLICANT shall deposit with DIVISION the sum of \$ — in the form of an official, certified or cashier's check, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the granting of this permit, including any expense incurred in restoring said highway to its original condition or the proper repair of any and all damages that may result within one (1) year from the date of the completion of said work.
2. APPLICANT agrees to reimburse DIVISION for inspection costs as follows: \$ 3741.00
 - ☐ A. For any inspection costs incurred under this permit.

Exh. 8



United States Department of the Interior

FISH AND WILDLIFE SERVICE

West Virginia Field Office
694 Beverly Pike
Elkins, West Virginia 26241

August 14, 2007



Mr. Gary Facemyer, P.E.
E.L. Robinson Engineering Company
5088 Washington Street, West
Charleston, West Virginia 25313

Re: Upper Winifrede Water Main Extension Project, Kanawha County, WV

Dear Mr. Facemyer:

This responds to your information request of August 2, 2007 regarding the potential impacts of a proposed project on wetlands and federally listed endangered and threatened species and species of concern. The Kanawha County Regional Development Authority proposes extending the Upper Winifrede Water Main, in Kanawha County, West Virginia. These comments are provided pursuant to the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.).

No federally listed endangered and threatened species are expected to be impacted by the project. Therefore, no biological assessment or further section 7 consultation under the Endangered Species Act is required with the Fish and Wildlife Service. Should project plans change, or if additional information on listed and proposed species becomes available, this determination may be reconsidered.

Definitive determinations of the presence of waters of the United States, including wetlands, in the project area and the need for permits, if any, are made by the U.S. Army Corps of Engineers. They may be contacted at: Huntington District, Regulatory Branch, 502 Eighth Street, Huntington, West Virginia 25701, telephone (304)399-5710.

If you have any questions regarding this letter, please contact this office at (304) 636-6586, or at the letterhead address.

Sincerely,

Thomas R. Chapman
Field Supervisor

EXHIBIT 8

Exh. 9



DIVISION OF NATURAL RESOURCES

Wildlife Resources Section

Operations Center

P.O. Box 67

Elkins, West Virginia 26241-3235

Telephone (304) 637-0245

Fax (304) 637-0250

August 13, 2007

Joe Manchin III
Governor

Frank Jezioro
Director

Mr. Gary Facemyer
E.L. Robinson Engineers
5088 Washington Street, East
Charleston, WV 25313

Dear Mr. Facemyer:

We have reviewed our files for information on rare, threatened and endangered (RTE) species and sensitive habitats for the areas of the proposed Sanderson/Dutch Ridge and Upper Winifrede water main extension projects in Kanawha County, WV.

We have no known records of any RTE species or sensitive habitats within the project areas. The Wildlife Resources Section knows of no surveys that have been conducted in these areas for rare species or rare species habitat. Consequently, this response is based on information currently available and should not be considered a comprehensive survey of the areas under review.

In addition, this response may fulfill your obligation for a permitting process for the presence of RTE species at the state level. This response and/or the data provided does not constitute an approval by the Division of Natural Resources (DNR) to proceed with a project without satisfying any and all additional required permits or approvals from DNR or other local, state or federal agencies.

Thank you for your inquiry, and should you have any questions please feel free to contact me at the above number, extension 2048. Enclosed please find an invoice.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Sargent", is written over the typed name.

Barbara Sargent
Environmental Resources Specialist
Natural Heritage Program

enclosure

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Exh. 10

UNITED STATES
DEPARTMENT OF
AGRICULTURE

NATURAL RESOURCES
CONSERVATION
SERVICE

530 Freedom Road
Ripley, WV 25271

August 9, 2007

Gary Facemyer, P.E.
E. L. Robinson, Engineering
5088 Washington Street
Charleston, WV 25313

Dear Mr. Facemyer:

The following is a response, to your request about the Farmlands in the impact area of your project, the Winifrede on Fields Creek Water Extensions Project in, Kanawha County, West Virginia. **We have not identified any soils in the Project area as Prime or Statewide Important Farmland, so we would not consider this project as having any impact to Prime or Statewide Important Farmlands.** Since the project does not impact any Farmland you do not need to complete an AD-1006 Form for the project.

If you have any questions about this information or need other soils information please let me know at 304-372-6231, ext. 113.

Sincerely,



Carlos Cole
Resource Soil Scientist

cc: Larry Sturm, NRCS District Conservationist

The United States Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs and marital or familial status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of programs information (braille, large print, audiotape, etc.) should contact the USDA Office of Communications at (202) 720-5881 (voice) or (202) 720-7808 (TDD).

To file a complaint, write the Secretary of Agriculture, U.S. Department of Agriculture, Washington, D.C., 20250, or call (202) 720-7327 (voice) or (202)690-1538 (TDD). USDA is an equal employment opportunity employer.

Exh. 11



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

EXHIBIT 11

OCT 12 2007

Operations and Readiness Division
Regulatory Branch
Upper Winifrede Water Main Extension - 2007-839-KAN

Ms. Susan Blake
Kanawha County Regional Development Authority
407 Virginia Street, East
Charleston, West Virginia 25301

Dear Ms. Blake

I refer to an application and information requesting authorization to place fill in waters of the United States associated with the Upper Winifrede Water Main Extension Project located in Winifrede, Kanawha County, West Virginia. According to the information received there would be 9 water line crossings installed at least 3 feet below the streambed. Work would take place in six unnamed tributaries of Fields Creek (6 crossings); Opera House Hollow (1 crossing); and Fields Creek (2 crossings). Fields Creek and Opera House Hollow are tributaries of the Kanawha River, a Section 10, traditionally navigable water. This project has been assigned file number 2007-839-KAN. Please refer to this number in all future correspondence.

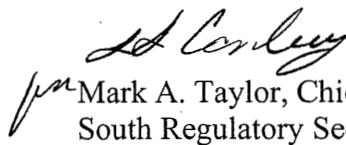
This project has been reviewed in accordance with Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. Under Section 404, the United States Army Corps of Engineers regulates the discharge of dredged and fill material into waters of the United States, including wetlands. Our responsibility under Section 10 is to regulate any work in, or affecting, navigable waters of the United States. Based on your description of the proposed work, and other information available to us, it has been determined that this project would not involve activities subject to the requirements of Section 10. However, this project would involve activities subject to the requirements of Section 404. Therefore, it would require Department of the Army authorization.

To the extent that the Corps has jurisdiction over the discharge of dredged or fill material associated with the pipeline installations, the proposed activity meets the criteria for Nationwide Permit # 12 under the March 19, 2007, Federal Register, Issuance of Nationwide Permits (72 FR 11092). A copy of this permit is enclosed for your review. This nationwide permit authorization does not obviate the requirement to obtain state or local assent required by law for the activity.

In view of the above, your project is authorized without further processing, subject to the terms and conditions of the enclosed material. It is your responsibility to ensure that your work conforms to all terms and conditions including specific regional conditions, and NWP general conditions associated with this permit. The West Virginia Department of Environmental Protection has issued 401 Water Quality Certification, with conditions, for this permit.

Upon completion of the work, the attached certification must be signed and returned to this office. If you have any questions, please contact Noah Kennedy of the South Regulatory Section at 304-399-5710.

Sincerely,


Mark A. Taylor, Chief
South Regulatory Section

Enclosures
Copies Furnished:

Mr. Gary Facemyer, P.E.
E.L. Robinson
5088 Washington Street, West
Charleston, West Virginia 25313

Mr. Lyle Bennett
WV Department of Environmental Protection
601 57th Street
Charleston, West Virginia 25304

Mr. Roger Anderson
WV Division of Natural Resources
P. O. Box 67
Elkins, West Virginia 26241

Exh. 12

August 3, 2007

Mr. Joe T. Scarberry
Public Land Corporation
State Capitol Complex
Building 3, Room 643
1900 Kanawha Boulevard, East
Charleston, WV 25305

Re: Public Land Corporation Stream Activity Permit Application
Kanawha County Regional Development Authority
Upper Winifrede Water Main Extension Project
Kanawha County, WV

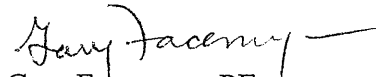
Dear Mr. Scarberry:

The Kanawha County Regional Development Authority (KCRDA) hereby requests a permit for the stream crossings required for the proposed water main extension project.

This project consists of a water booster station and 8,500 feet of water main. The booster station and water main will be placed within the WV County Road right-of-ways or as near as practical. Departure from said right-of-way will be necessary in the vicinity of large culverts and bridges. The property to be served is owned by Penn Virginia Resource Partners. The project will serve old "mining camps" which have, for the most part, been replaced by mobile homes. The 15 potential customers are renters or company owned facilities. The affected property has been used to extract coal for many decades and mining continues in the immediate area. A good view of the property can be found on Google Maps. Search for "Winifrede, WV" and view the satellite image. I have attached a project location map, derived from the BELLE, WV U.S.G.S. topographic map.

KCRDA is a county agency and requests that any fees be waived. Should you need additional information or clarification, please do not hesitate to contact me.

Sincerely,



Gary Facemyer, PE
Project Manager

cc: Susan Blake, Planning Director, KCRDA
Mark Shamblin, Project Manager, West Virginia American Water

Attachment

EXHIBIT 12

Exh. 13

October 2, 2007

Ms. Susan M. Pierce
Deputy State Historic Preservation Officer
WV Division of Culture and History
1900 Kanawha Blvd., E.
Charleston, WV 25305-0300

Re: Upper Winifrede Water Main Extension
FR#: 07-1402-KA


Dear Ms. Pierce:

The following is in response to your review letter dated September 7, 2007.

1. The water booster station is an aboveground fiberglass enclosure that is hinged on one side and is lifted to gain access to the pumps, motors and controls. Power will be brought to the site from overhead lines. The only excavation required is to grade a level area approximately 20' x 20', no more than 2' deep at the upper corner, and install the piping 4' deep that comes up from under the station. The structure is approximately 5' x 7' x 5' high. I have attached photos of an identical station. I have also attached a USGS map showing the proposed location. This is the only aboveground structure on the project. No buildings 50 years or older will have a line-of-sight to the water booster station.
2. I have enclosed photographs of a rail car maintenance building that is 50 years or older. This structure will not be directly impacted by the project nor will it be in sight of the proposed water booster station.
3. Two stream crossings will necessitate the pipeline leaving the DOH right of way. I have attached photos of these stream crossings. West Virginia American Water has applied for stream crossings permits from the US Army Corps of Engineers and the WV Public Lands Corporation.

I believe this letter has addressed all of your concerns regarding the proposed project. Please do not hesitate to contact me if I can provide additional information or clarification.

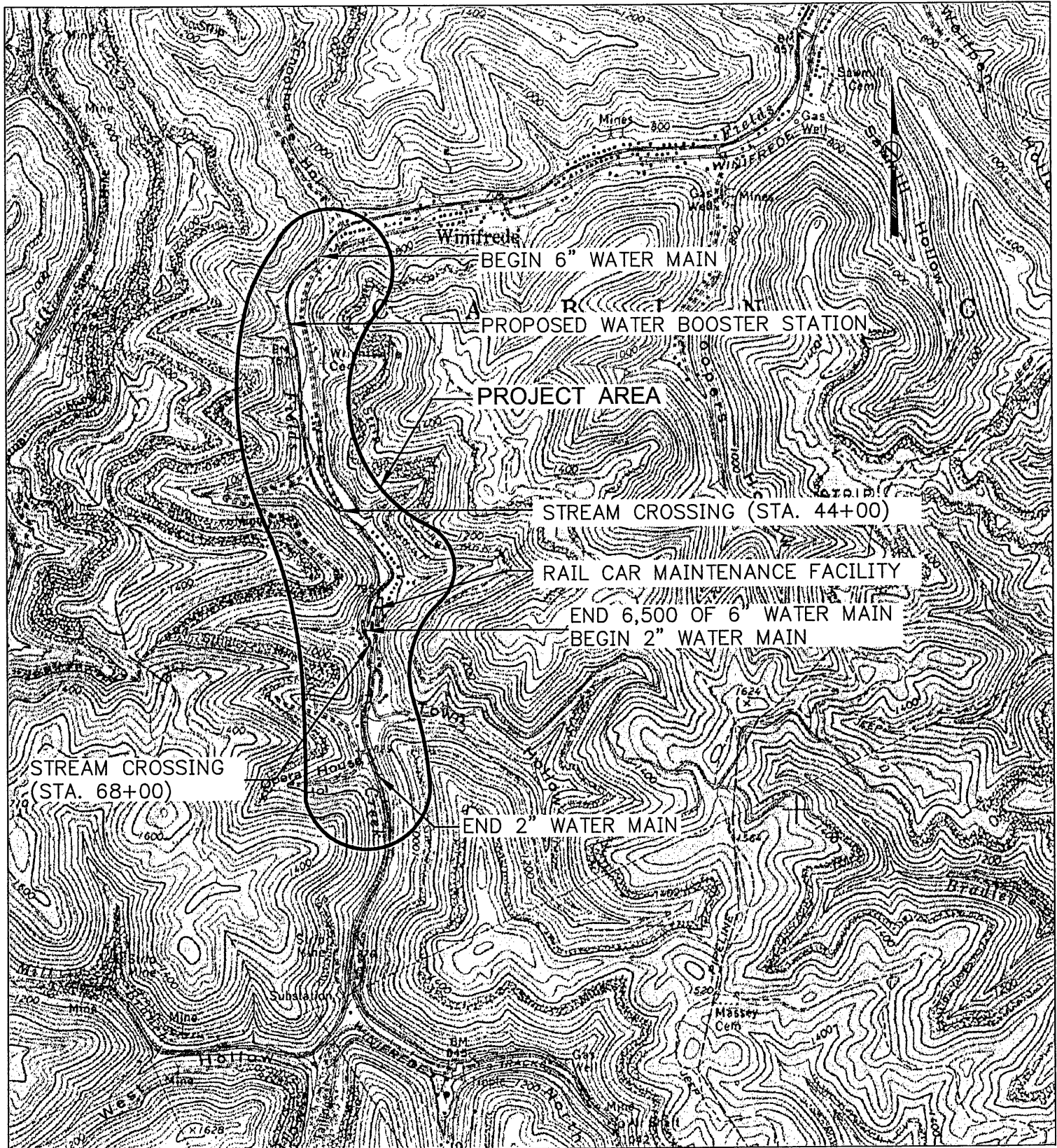
Sincerely,


Gary Facemyer, PE
Project Manager

Enclosures

EXHIBIT 13

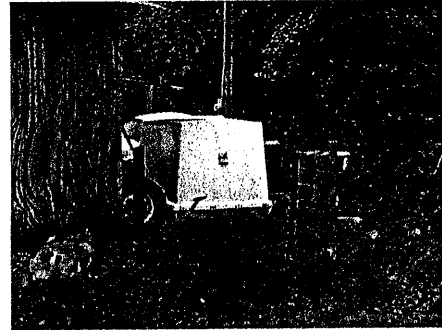
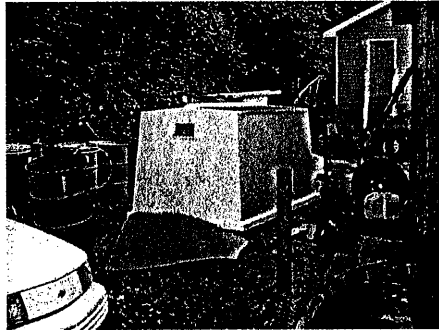
UPPER WINIFREDE
WATER MAIN EXTENSION PROJECT
LOCATION MAP
for
WEST VIRGINIA
DIVISION OF CULTURE & HISTORY



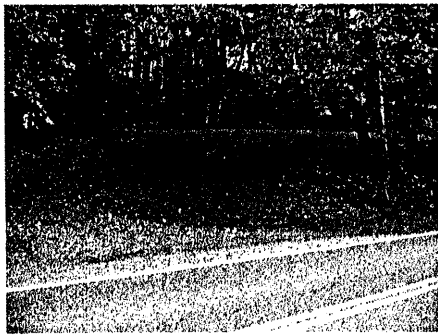
BELLE QUADRANGLE



Photographs - Upper Winifrede Water Main Extension Project, September 2007
Page 1 of 3
Proposed Booster Station and Booster Station site.

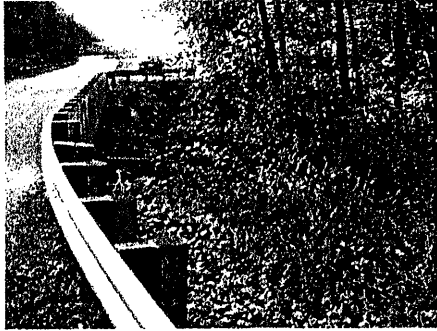


Photographs of a water booster station at Coopers Hollow, Winifrede, WV
This is the exact size and type of station proposed for Upper Winifrede.

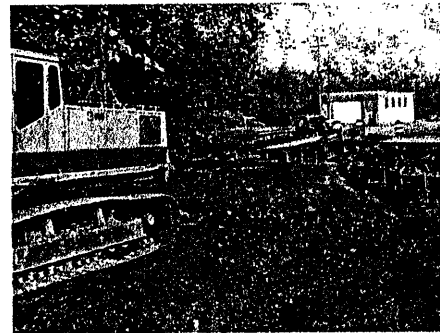
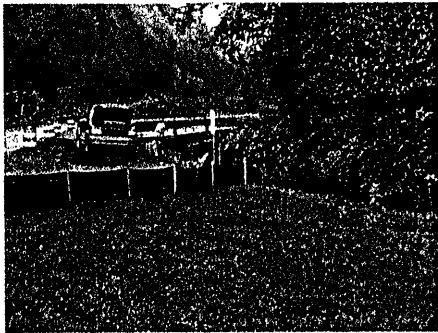


Photograph of the proposed water booster station site. The existing driveway leads to a residence. The highway on either side of this photograph and on the opposite side of the highway is wooded and undevelopable.

Photographs - Upper Winifrede Water Main Extension Project, September 2007
Page 2 of 3
Proposed Stream Crossings.

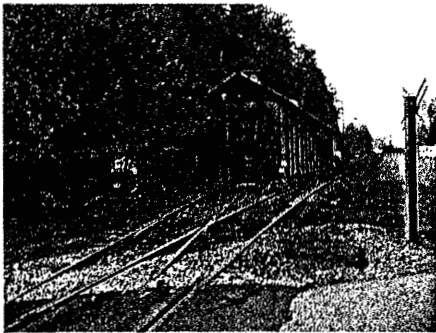
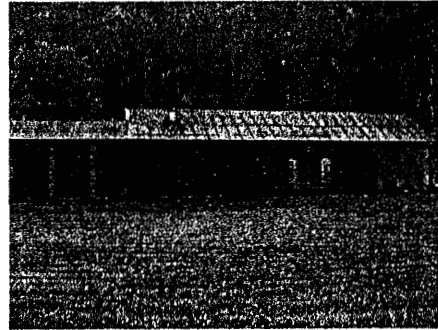


Photographs of proposed stream crossing at Station 44+00 looking upstream and downstream.



Photographs of proposed stream crossing at Station 68+00 looking upstream and downstream. The WV Division of Highways is currently constructing a temporary bridge/permanent bridge replacement at this location.

Photographs - Upper Winifrede Water Main Extension Project, September 2007
Page 3 of 3
Existing Rail Car Maintenance Facility.



This Rail Car Maintenance Facility, being more than 50 years old, will not be directly impacted or be in line-of-site of any aboveground improvements as a result of this project.



WEST VIRGINIA
DIVISION OF
CULTURE & HISTORY

The Cultural Center
1900 Kanawha Blvd., E.
Charleston, WV
25305-0300

Phone 304.558.0220
Fax 304.558.2779
TDD 304.558.3562
www.wvculture.org

EEO/AA Employer

September 7, 2007

Mr. Gary Facemeyer, PE
Project Manager
E.L. Robinson
5088 Washington St., East
Charleston, WV 25313

RE: Upper Winifrede Water Main Extension
FR#: 07-1402-KA

Dear Mr. Facemeyer:

We have reviewed the above referenced project to determine its effects to cultural resources. As required by Section 106 of the National Historic Preservation Act, as amended, and its implementing regulations, 36 CFR 800: "Protection of Historic Properties," we submit our comments.

It is our understanding that this project will install a water booster station and 8,500 feet of water main. The booster station and water main will be placed within existing County Road rights-of-way. Departure from the right-of-way will occur in the vicinity of large culverts and bridges.

Architectural Resources:

We can not complete our review with the information provided. Please provide the height and width for any above ground components as well as photographs of any buildings 50 years or older that will have a line-of-sight to the above ground components. We also request that the location of any buildings 50 years or older be keyed to a USGS map as well; however, we reserve the right to request Historic Property Inventory forms. If there are no architectural resources 50 years or older that will be directly impacted or that will have a line-of-sight to the above ground components of the project, please indicate that *in writing* to this office. We will provide further comments upon receipt of the requested information.

Archaeological Resources:

We will require additional information in order to complete our review. Please clarify how large of an area will be impacted by the installation of the proposed booster station and indicate the proposed excavation depths. Please mark the location of this support facility on a USGS topographic quadrangle map. Project information states that proposed line installation work may occur outside of existing road rights-of-way. Please provide photographs of the following: the proposed booster station site and all areas where proposed ground disturbing activities will occur outside of existing road rights-of-ways. We will provide further comment upon receipt of the requested information.

We appreciate the opportunity to be of service. *If you have questions regarding our comments or the Section 106 process, please contact Shirley Stewart Burns, Historian, or Carolyn Kender, Archaeologist, in the Historic Preservation Office at (304) 558-0240.*

Sincerely,

Susan M. Pierce
Deputy State Historic Preservation Officer

SMP/CMK/SSB

Exh. 14

October 31, 2007

Mr. Mark Shamblin, Project Manager
West Virginia American Water
PO Box 1906
Charleston, WV 25327

Re: CERTIFICATION OF READINESS TO PROCEED
Upper Winifrede Water Main Extension Project

Dear Mr. Shamblin:

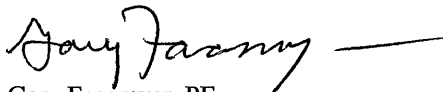
E. L. Robinson Engineering Co. has prepared design, plans, specifications, permits, acquired right of ways and an engineers' estimates for the project costs and funding sources.

The current status is as follows:

1. Final design, plans, specifications and bid/contract documents are complete and ready for agency (WVDEP/AML and WV PSC, if necessary) review.
2. The Bureau for Public Health construction permit was issued October 15, 2007.
3. All right of ways and easements, including the booster station site and railroad crossings, have been acquired.
4. All Users Agreements have been acquired. (No one declined service. One site is vacant.)
5. The USACE permit was issued on October 12, 2007.
6. The WV Public Lands Permit was applied for on August 3, 2007.
7. We have clearance from the agencies regarding rare, threatened and endangered species.
8. We have corresponded with WV Culture and History and believe we have addressed all of their concerns regarding Section 106 compliance. We are waiting on an approval letter.
9. We have prepared a project cost estimate and funding worksheet showing the project is funded. The project has a commitment from WVDEP/AML of \$267,968; Kanawha County Commission of \$84,000; and WVAW's standard public/private partnership contribution of \$3,000 per user, or \$45,000 for this project.
10. The WV Public Service Commission certificate of need has not been applied for. WVAW has requested a determination from the PSC as to whether a CON is required for this project. I believe the project is ready to go to the PSC, if necessary.

I hereby certify to the best of my knowledge and belief that the information provided is true and accurate.

Sincerely,



Gary Facemyr, PE
Project Manager

EXHIBIT 14