

\$657,888

THE COUNTY COMMISSION OF LINCOLN COUNTY
GREEN RESERVE PROJECT NOTE, SERIES 2013 A
(WVCWSRF PROGRAM/GREEN RESERVE)

Date of Closing: December 12, 2013



JACKSON K KELLYSM
ATTORNEYS AT LAW PLLC

**THE COUNTY COMMISSION OF LINCOLN COUNTY
GREEN RESERVE PROJECT NOTE, SERIES 2013 A
(WVCWSRF PROGRAM/GREEN RESERVE)**

Closing Date: December 12, 2013

TRANSCRIPT OF PROCEEDINGS

<u>DESCRIPTION</u>	<u>INDEX NO.</u>
Green Reserve Agreement.	1
Order of The County Commission of Lincoln County (the "Issuer").	2
Specimen Note.	3
First Draw Order.	4
Municipal Bond Commission New Issue Report Form.	5
Closing Memorandum.	6
Receipt for Note.	7
Receipt for Note Proceeds.	8
Opinion of Counsel to Issuer.	9
Final Title Opinion.	10

The closing of the sale of The County Commission of Lincoln County Green Reserve Project Note, Series 2013 A (WVCWSRF Program/Green Reserve) will take place at the office of the West Virginia Water Development Authority in Charleston, West Virginia, at 10:00 a.m., prevailing time, on December 12, 2013. No transaction shall be deemed to have been completed and no documents shall be deemed to have been delivered unless or until all transactions are complete and all documents delivered.

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

Date 12/11/13 Time 2:30pm LGA Letcher Co. Comm Program CWSRF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Emily Spradling	WDA	(304) 414-6500	(304) 414-0865	espradling@wvwda.org
Rose Brodersen	WV DEP	304 926 0499 x1608	304 926 0496	rosalie.m.brodersen@wv.gov
Mark Imbregno	JK	304-340-1206	304-340-1272	Markimbregno@jacksonville.com
MARK KAUFFELT	KAUFFELT & KAUFFELT	304-345-1272	304-345-1280	MKAUFFELT@WVDSL.NET
STAMELEE	JK	304-340-1318	304 342 1272	sgre@jacksonville.com

The Authority requests that they following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Charles Vance Telephone 304 382 2422 E-Mail ~~charles.vance@wvwda.org~~
 Address P.O. Box 497, Hamilton, WV 25523

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the Non-Arbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code 1986 as amended.

SRF – GREEN RESERVE
(04/11)

GREEN RESERVE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND GREEN RESERVE AGREEMENT (the “Green Reserve Agreement”), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the “Authority”), the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the “DEP”), and the local government or other eligible recipient designated below (the “Local Government”).

THE COUNTY COMMISSION OF LINCOLN COUNTY
(C-547801)
(Local Government)

W I T N E S S E T H:

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

WHEREAS, the United States Congress has provided additional capitalization grant funding under the Clean Water Act for projects that address energy efficiency, water efficiency, green infrastructure and environmentally innovative processes as well as wastewater and stormwater treatment facilities (the “GREEN Project”);

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

WHEREAS, under the Act the DEP is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency (“EPA”) to accept capitalization grant awards (U.S. General Services Administration; Catalog of Federal Domestic Assistance, 32nd Edition § 66.458 (1998)) and DEP has been awarded capitalization grants to partially fund the Program;

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

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

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

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

WHEREAS, the Local Government intends to construct, is constructing or has constructed a Green Project;

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

ARTICLE I

1.1 The Local Government has submitted an application to DEP for the Green Project more specifically described in Exhibit A hereto.

1.2 The Green Project has been designated as a project eligible for the Green Project Reserve as approved by United States Environmental Protection Agency (the “USEPA”).

1.3 The Local Government shall covenant and agree to the terms and conditions with respect to the Green Project as set forth on Exhibit B hereto.

1.4 DEP has instructed the Authority to make a forgivable loan to the Local Government with the financial terms and conditions set forth in Exhibit C hereto.

1.5 DEP shall advance the proceeds of the loan for costs incurred with respect to the Green Project only upon receipt of invoices approved by DEP.

ARTICLE II

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

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

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

2.4 No waiver by any party of any term or condition of this Green Reserve Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any

subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Green Reserve Agreement.

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

2.6 This Green Reserve Agreement shall terminate upon the earlier of:
(i) written notice of termination to the Local Government from either the Authority or DEP; or (ii) (March 1, 2014), if the Green Project is not under construction.

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

THE COUNTY COMMISSION OF LINCOLN COUNTY

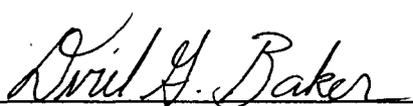
(SEAL)

By: 

Its: President

Date: December 12, 2013

Attest:


Its: County Clerk

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

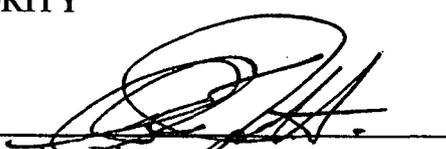
By: 

Its: Director

Date: December 12, 2013

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: 

Its: Executive Director

Date: December 12, 2013

Attest:

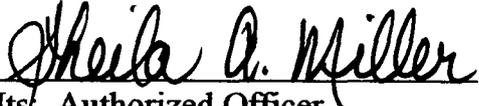

Its: Authorized Officer

EXHIBIT A

GREEN PROJECT DESCRIPTION

The Project consists of sewage treatment for 15 homes in the Left Fork Watershed of the Mud River (Phase V).

EXHIBIT B

TERMS AND CONDITIONS

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

B. [RESERVED]

C. [RESERVED]

D. [RESERVED]

E. [RESERVED]

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

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

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

I. **REPORTING** – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement when requested by DEP.

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

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

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

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

N. **[RESERVED]**

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

P. **CIVIL RIGHTS** – The Local Government shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. The Local Government shall also comply with Title VII of the Civil Rights Act of 1964 (prohibiting

race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

EXHIBIT C

DESCRIPTION OF LOCAL NOTES

A. Series A Notes (Green Reserve)

Principal Amount of Local Notes \$657,888

Purchase Price of Local Notes \$657,888

The Local Notes shall bear no interest. The Authority at the direction of the DEP shall forgive the principal amount of the Local Notes. The principal amounts advanced under the Series 2013 A Notes will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2013 A Notes shall be deemed no longer outstanding after the last advance is forgiven.

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

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

The Local Notes are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Entity: N/A.

Number of New Customers to Be Served: 15

Location: Left Fork Watershed of the Mud River Phase V

AT A [REGULAR] SESSION OF THE LINCOLN COUNTY COMMISSION OF LINCOLN COUNTY, WEST VIRGINIA, HELD AT THE COURTHOUSE THEREOF, ON THE 31ST DAY OF OCTOBER, 2013 THE FOLLOWING ORDER WAS MADE AND ENTERED:

SUBJECT: APPROVAL OF FINANCING OF GREEN RESERVE PROJECT THROUGH THE CWSRF PROGRAM

THE FOLLOWING MOTION WAS OFFERED BY CHARLES VANCE, COMMISSIONER:

THAT THE PRESIDENT OF THE COUNTY COMMISSION OF LINCOLN COUNTY IS HEREBY AUTHORIZED TO EXECUTE AND DELIVER THE ASSISTANCE AGREEMENT BETWEEN THE COUNTY COMMISSION, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY DATED NOVEMBER 21, 2013;

THAT THE PROJECT DESCRIBED IN SUCH AGREEMENT AND THE CONSTRUCTION THEREOF IS HEREBY APPROVED;

THAT THE EXECUTION AND DELIVERY OF THE NOTE EVIDENCING THE FINANCING SET FORTH IN SUCH AGREEMENT IN THE AMOUNT OF \$657,888 IS HEREBY APPROVED;

THAT THE FIRST DRAW UNDER THE SERIES 2013 A NOTE IN THE AMOUNT OF \$32,894 IS HEREBY APPROVED;

THAT THE PREMIER BANK IS HEREBY AUTHORIZED TO SERVE AS THE DEPOSITORY BANK AND THE WEST VIRGINIA MUNICIPAL BOND COMMISSION IS HEREBY AUTHORIZED TO SERVE AS PAYING AGENT FOR THE SERIES 2013 A NOTE;

THAT IT IS HEREBY RECOGNIZED THAT THE PRINCIPAL OF THE SERIES 2013 A NOTE WILL BE FORGIVEN ON THE AMOUNTS ADVANCED AT THE END OF EACH FISCAL YEAR; AND

THAT THE PRESIDENT, CLERK AND STAFF OF THE COUNTY COMMISSION ARE HEREBY AUTHORIZED TO TAKE ALL ACTIONS NECESSARY TO COMPLETE THE CLOSING OF THE SERIES 2013 A NOTE AND THE COMMENCEMENT OF CONSTRUCTION OF THE PROJECT BY DECEMBER 12, 2013.

THE ADOPTION OF THE FOREGOING MOTION HAVING BEEN MOVED
BY CHARLES MCCANN, COMMISSIONER AND DULY SECONDED

BY CHARLES VANCE, COMMISSIONER, THE VOTE THEREON WAS AS FOLLOWS:

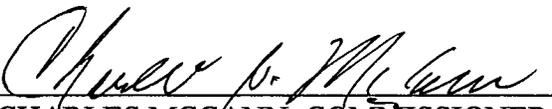
CHARLES VANCE
CHARLES MCCANN
K. K. MATTHEWS

COMMISSIONER	<u>AYE</u>
COMMISSIONER	<u>AYE</u>
COMMISSIONER	<u>AYE</u>

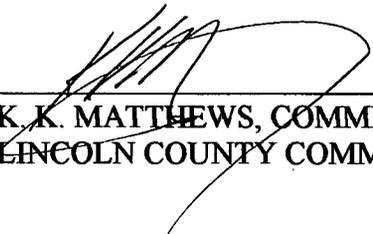
WHEREUPON, CHARLES MCCANN, PRESIDENT DECLARED SAID MOTION DULY ADOPTED, AND IT IS THEREFORE ADJUDGED AND ORDERED THAT SAID MOTION BE, AND THE SAME IS HEREBY ADOPTED.



CHARLES VANCE, PRESIDENT
LINCOLN COUNTY COMMISSION



CHARLES MCCANN, COMMISSIONER
LINCOLN COUNTY COMMISSION



K. K. MATTHEWS, COMMISSIONER
LINCOLN COUNTY COMMISSION

(SEAL)

ATTEST:



COUNTY CLERK

SPECIMEN

UNITED STATES OF AMERICA
THE COUNTY COMMISSION OF LINCOLN COUNTY
GREEN RESERVE PROJECT NOTE,
SERIES 2013 A (WEST VIRGINIA CWSRF PROGRAM/GREEN RESERVE)

No. AR-1

\$657,888

KNOW ALL MEN BY THESE PRESENTS: That THE COUNTY COMMISSION OF LINCOLN COUNTY, a county commission and political subdivision of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of SIX HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$657,888), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The principal amounts advanced under the Series 2013 A Notes will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2013 A Notes shall be deemed no longer outstanding after the last advance is forgiven.

This Note shall bear no interest.

This Note is issued to pay the costs of the installation of onsite wastewater treatment systems (the "Project"). This Note is issued under an Order duly adopted by the Issuer on October 31, 2013 (the "Order") and the Green Reserve Agreement by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), dated December 12, 2013, and is subject to all the terms and conditions thereof.

SPECIMEN
AR-1

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

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

SPECIMEN
AR-1

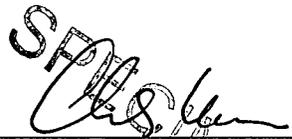
IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Note,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

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

AR-1

IN WITNESS WHEREOF, THE COUNTY COMMISSION OF LINCOLN COUNTY has caused this Note to be signed by its President and its corporate seal to be hereunto affixed and attested by its Clerk, and has caused this Note to be dated December 12, 2013.

[SEAL]



President

ATTEST



Clerk

AR-1

SPECIMEN
RECORD OF ADVANCES

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

AR-1

SPECIMEN
(Form of)
ASSIGNMENT

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

Dated: _____, _____.

In the presence of:

SRF PAYMENT REQUISITION FORM

Rev 04/07/09

1. LOAN RECIPIENT/VENDOR:

NAME: Lincoln County Commission
ADDRESS: PO Box 497
 Hamlin, WV 25523
FEIN: 55-6000340
DUNS: 04-9733421

2. SRF# C-547801

3. INVOICE NUMBER: #1

4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)

FROM: (MO/DAY/YR) 8/2/2013 **TO: (MO/DAY/YR)** 10/21/2013

5. % PHYSICAL CONSTRUCTION COMPLETION 0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY
					SRF
1) Construction	\$ 418,876		\$ 22,301	\$ 22,301	22,301
2) Technical Services	\$ 2,000				
3) Supplies	\$ 8,000		\$ 595	\$ 595	595
4) Testing	\$ 4,100		\$ 180	\$ 180	180
5) Permits	\$ 6,800		\$ 2,250	\$ 2,250	2,250
6) Legal, Project Sign	\$ 620				
7) Installation Supplies	\$ 88,000				
8) Administrative	\$ 108,548		\$ 7,568	\$ 7,568	7,568
9) Contingency	\$ 20,944				
10) Total Project Cost	\$ 657,888	\$ -	\$ 32,894	\$ 32,894	32,894
11) LESS PREVIOUSLY PAID				\$ -	0
12) INVOICE AMOUNT				\$ 32,894	32,894

13) <u>Ric MacDowell</u> 10/21/2013 AUTHORIZED SIGNATURE DATE Ric MacDowell, Authorized Signatory TYPED OR PRINTED NAME AND TITLE	14) <u>Ric MacDowell</u> 10/21/2013 PERSON PREPARING FORM SIGNATURE DATE Ric MacDowell, Project Bookkeeper TYPED OR PRINTED NAME AND TITLE
--	---

AGENCY USE ONLY:

THIS REQUEST APPROVED BY: WV DEPARTMENT OF ENVIRONMENTAL PROTECTION	
<u>David Simpson</u> PROJECT REVIEWER	_____ DATE
_____ AUTHORIZED OFFICER	_____ DATE

WEST VIRGINIA MUNICIPAL BOND COMMISSION

900 Pennsylvania Avenue, Suite 1117

Charleston, WV 25301

(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: November 21, 2013

ISSUE: The County Commission of Lincoln County Green Reserve Project Note, Series 2013 A (WVCWSRF Program/Green Reserve)

ADDRESS: Lincoln County Courthouse, P.O. Box 497, Hamlin, WV 25523 COUNTY: Lincoln

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

ISSUE DATE: December 12, 2013 CLOSING DATE: December 12, 2013

ISSUE AMOUNT: \$657,888 RATE: 0% /Principal Forgiveness

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

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

BOND COUNSEL: None UNDERWRITERS COUNSEL: Jackson Kelly PLLC

Contact Person: _____ Contact Person: Samme L. Gee, Esquire

Phone: _____ Phone: (304) 340-1318

CLOSING BANK: Premier Bank ESCROW TRUSTEE: _____

Contact Person: _____ Contact Person: _____

Phone: _____ Phone: _____

KNOWLEDGEABLE ISSUER CONTACT: OTHER: WV Dept. of Environmental Protection

Contact Person: Charles Vance Contact Person: Rosalie Brodersen

Position: President Function: Program Manager

Phone: (304) 824-7990 ext 222 Phone: (304) 926-0449 ext 1608

E-Mail: charlesmccann@lincolncountywv.org

DEPOSITS TO MBC AT CLOSE: _____ Accrued Interest: \$ _____

Capitalized Interest: \$ _____

By _____ Wire _____ Reserve Account: \$ _____

Check _____ Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

By _____ Wire _____ To Escrow Trustee: \$ _____

Check _____ To Issuer: \$ _____

IGT _____ To Cons.Invest.Fund \$ _____

To Other: _____ \$ _____

NOTES: 100% principal forgiveness – no DSRF.

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____



west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, S. E.
Charleston WV 25304
Telephone - 304 926-0495
Fax - 304 926 0496

Earl Ray Tomblin, Governor
Randy C. Huffman, Cabinet Secretary
dep.wv.org

MEMORANDUM

TO: Sheila Miller CFO
Water Development Authority
SMiller@wvwda.org

FROM: Rosalie M. Brodersen, Env. Resource Program Manager 1 *Rmb*
Clean Water State Revolving Fund Program
Rosalie.M.Brodersen@wv.gov

DATE: November 13, 2013

SUBJECT: Funding Assistance Agreement For Lincoln County Commission
C-547801

PRE-CLOSING DATE: December 11, 2013

CLOSING DATE: December 12, 2013

Loan Amount:	\$657,888.00	Interest rate:	0%
Repayment Period:	n/a	Administrative fee:	0%
Project Completion Date:	December 31, 2014		
Repayment to begin:	Green Project Reserve/Principle forgiveness		
D.S.S.:	n/a		

NOTE # of new connections = 15
Area of impact = Left Fork and Main Mud River Watershed
Conditional on issuance of Permit
No Single Audit required

email: Samme Gee, Jackson & Kelly

Promoting a healthy environment.

THE COUNTY COMMISSION OF LINCOLN COUNTY
GREEN RESERVE PROJECT NOTE, SERIES 2013 A
(WVCWSRF PROGRAM/GREEN RESERVE)

RECEIPT FOR NOTES

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

1. On the 12th day of December, 2013, in Charleston, West Virginia, the Authority received the entire original issue of \$657,888 in aggregate principal amount of the Green Reserve Project Note, Series 2013 A (WVCWSRF Program/Green Reserve), of The County Commission of Lincoln County (the "Issuer"), dated December 12, 2013, numbered AR-1 (the "Note").
2. At the time of such receipt of the Note, it had been executed by the President of the Issuer and the seal had been placed on the Note and attested to by the County Clerk.

WITNESS my signature on this 12th day of December, 2013.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY



Authorized Representative

THE COUNTY COMMISSION OF LINCOLN COUNTY
GREEN RESERVE PROJECT NOTE, SERIES 2013 A
(WVCWSRF PROGRAM/GREEN RESERVE)

RECEIPT FOR NOTE PROCEEDS

On this 12th day of December, 2013, the undersigned President of The County Commission of Lincoln County (the "Issuer"), for and on behalf of the Issuer, hereby certifies that the Issuer has received on the date hereof from the West Virginia Department of Environmental Protection (the "DEP"), the sum of \$32,894, being the first advance on the Green Reserve Project Note, Series 2013 A (WVCWSRF Program/Green Reserve), dated the date hereof (the "Note"). The Issuer understands that the remaining proceeds of the Note will be advanced to the Issuer by the DEP from time to time as construction progresses.

WITNESS my signature as of the date first written above.

THE COUNTY COMMISSION OF
LINCOLN COUNTY



President

OFFICE OF THE PROSECUTING ATTORNEY
OF LINCOLN COUNTY

LINCOLN COUNTY COURTHOUSE
POST OFFICE BOX 685
HAMLIN, WEST VIRGINIA 25523-0685
TELEPHONE: (304) 824-7990 EXT. 240
FAX: (304) 824-7310

JAMES W. GABEHART
PROSECUTING ATTORNEY

ROGER D. WILLIAMS
ASST. PROSECUTING ATTORNEY

December 12, 2013

The County Commission of Lincoln County
8000 Court Avenue
Hamlin, WV 25523

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

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

Re: The County Commission of Lincoln County
Green Reserve Project Note, Series 2013 A
(WVCWSRF Program/Green Reserve)

Ladies and Gentlemen:

I am counsel to The County Commission of Lincoln County (the "Issuer"). As such counsel, I have examined the Green Reserve agreement for the above-captioned notes of the Issuer (the "Notes"), dated December 12, 2013, including all schedules and exhibits attached thereto (the "Green Reserve Agreements"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and an Order duly adopted by the Issuer on October 31, 2013, (the "Order"), relating to the Notes, and other documents relating to the Notes. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Green Reserve Agreement and the Order when used herein.

I am of the opinion that:

1. The Issuer is a duly organized and presently existing county commission and political subdivision of the State of West Virginia (the "State"), with full power and

{C2707184.1}

authority to acquire and construct the Project and to adopt the Order, under the laws of the State and other applicable provisions of law.

2. The Green Reserve Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the DEP and the Authority, constitutes valid and binding agreements of the Issuer, enforceable in accordance with the terms.

3. The President, Clerk and members of the Issuer have been duly, lawfully and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.

4. The Order has been duly adopted and enacted by the Issuer and is in full force and effect.

5. The execution and delivery of the Notes and the Green Reserve Agreement and the consummation of the transactions contemplated by the Notes, the Green Reserve Agreement and the Order, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach or default under any ordinance, resolution, order, agreement, document or instrument to which the Issuer is a party or by which the Issuer or its properties are bound or any existing law, regulation, rule, order or decree to which the Issuer is subject.

6. The Issuer has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Issuer, the issuance of the Notes, the acquisition and construction of the Project, including, without limitation, all requisite orders, consents, certificates and approvals from the DEP.

7. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Green Reserve Agreement, the Notes and the Order, the acquisition and construction of the Project, or the validity of the Notes, or the pledge of the Revenues from the Project for the payment of the Notes.

8. All successful bidders have made the required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy. Based upon my review of the contracts, the surety bonds and the

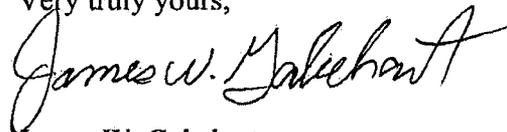
The County Commission of Lincoln County
West Virginia Department of Environmental Protection
West Virginia Water Development Authority
December 12, 2013
Page 3

policies or other evidence of insurance coverage in connection with the Project, I am of the opinion that such surety bonds and policies: (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interest of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of State Law, the Order and the Green Reserve Agreement; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

9. The contracts contain language requiring the contractors to provide affidavits from all contractors and subcontractors indicating that each contractor and subcontractor have a drug free workplace policy pursuant to Chapter 21, Article 1D of the West Virginia Code of 1931, as amended. The contractor has submitted a plan to implement the drug free workplace policy prior to the awarding of the contract pursuant to Chapter 21, Article 1D of the West Virginia Code of 1931, as amended.

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

Very truly yours,



James W. Gabehart
Lincoln County Prosecuting Attorney

OFFICE OF THE PROSECUTING ATTORNEY
OF LINCOLN COUNTY

LINCOLN COUNTY COURTHOUSE
POST OFFICE BOX 685
HAMLIN, WEST VIRGINIA 25523-0685
TELEPHONE: (304) 824-7990 EXT. 240
FAX: (304) 824-7310

JAMES W. GABEHART
PROSECUTING ATTORNEY

ROGER D. WILLIAMS
ASST. PROSECUTING ATTORNEY

December 12, 2013

The County Commission of Lincoln County
8000 Court Avenue
Hamlin, West Virginia 25523

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

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

Re: Final Title Opinion for The County Commission of Lincoln County

Ladies and Gentlemen:

I have represented The County Commission of Lincoln County (the "Issuer") in connection with a proposed project to install individual onsite wastewater treatment systems (the "Project"). I provide this final title opinion on behalf of the Issuer to satisfy the requirements of the West Virginia Department of Environmental Protection (the "DEP") for the Project. Please be advised of the following:

1. I am of the opinion that the Issuer is a duly created and presently existing county commission and public corporation possessed with all the powers and authority granted to public corporations under the laws of the State of West Virginia to install and maintain the Project as approved by the DEP.

2. The Issuer has obtained all necessary permits and approvals for the construction of the Project.

3. I have examined the records on file in the Office of the Clerk of the County Commission of Lincoln County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Issuer has acquired the signature of the owner (or in the case of property held by two or more joint tenants with the right of survivorship, at least one of the joint

The County Commission of Lincoln County
West Virginia Department of Environmental Protection
West Virginia Water Development Authority

December 12, 2013

Page 2

tenants) on the Homeowner-Commission Agreement (which form has been approved by the DEP), and that the owners hold good title to the property on which the Project is to be installed, subject to the following exceptions:

- a) The scope of the examination was limited to the past ten (10) years;
- b) Several of the owners have unreleased deeds of trust, and utility rights of way, details of which can be provided upon request;
- c) The correctness of the indices;
- d) The results of an accurate survey and inspection of the premises; and
- e) This opinion is limited to the portion of Phase 5 which pertains to the installation of new systems (Contracts 3 and 4 pertain to repairs and maintenance to systems previously installed and no new examination has been made of title in those, by agreement with the DEP).
- f) The signature obtained on the Homeowner-Commission Agreement in the case of homeowner Larry G. Adkins was Mr. Adkins' son, Shannon Adkins, who apparently resides on the property. Ryan Jefferson has been verbally assured by Larry G. Adkins that he would sign and return an agreement, but it has not been received.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



James W. Gabchart
Lincoln County Prosecuting Attorney