

**SPRINGFIELD TOWNSHIP TRUSTEES
LUCAS COUNTY, OHIO**

RESOLUTION NO. 18-034

Accepting the petition of The Young Men’s Christian Association of Greater Toledo, and the Northwest Ohio Advanced Energy Improvement District declaring the necessity of proceeding with the special energy improvement projects and approving the plans and specifications therefore; stating the method for making the special assessments against the benefitted properties and the amount of such special assessments.

The Board of Trustees of Springfield Township, Lucas County, Ohio, met in regular session on December 17, 2018 at 7617 Angola Road, Holland, Ohio, with the following members present:

Robert Bethel, Andrew Glenn, and Tom Anderson, Jr.

Tom Anderson Jr. moved the adoption of the following Resolution:

SUMMARY & BACKGROUND:

The City of Toledo, City of Oregon, City of Maumee, City of Northwood, Township of Monclova, Township of Springfield, Township of Swanton, Township of Sylvania and the Toledo-Lucas County Port Authority (“Port Authority”) have partnered to create an Energy Special Improvement District (“District”) under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District (“Corporation”), to govern the District. Property owners within the District are permitted to make certain “energy efficiency improvements” to their properties, which constitute a “special energy improvement project”, and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments.

The Young Men’s Christian Association of Greater Toledo, LLC, (the “Petitioner”) is the owner of 100% of the property described on **Exhibit A** attached hereto (the “Properties”). The Petitioner has executed an Energy Project Agreement (the “Agreement”) with the Northwest Ohio Advanced Energy Improvement District. A copy of the Agreement is attached to the Petition as **Exhibit C**.

Pursuant to the Agreement, and upon Application to the Northwest Ohio Advanced Energy Improvement District for membership and financing of special energy improvement projects to the properties, the Port Authority, Corporation, and Petitioner have caused an energy audit to the property to be completed.

The energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which the Petitioner has determined to proceed with implementation, and to pay by way of special assessments.

The Petitioner has submitted to this Board a petition ("Petition") seeking (i) the addition of certain of its property to the District and (ii) approval of an amendment to the District's comprehensive plan for special energy improvement projects to include Project and requesting that those Project be undertaken by the District and that the costs thereof be specially assessed against the properties of the Petitioner specially benefited thereby.

A complete list and description of the Project (the "Project") is on file with the Board of Trustees and is attached as **Exhibit B** to this Resolution. Exhibit B provides the following information for the Project:

1. Identification of the parcel numbers and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel;
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing resolution as provided by law).

The total dollar cost of the Project, subject to capitalized interest on the Port Authority's revenue bonds, reserve fund for the Port Authority's bonds, and costs of issuance of the Port Authority's revenue bonds (collectively, the "Project"), is estimated to be Four Hundred Thousand Nine Hundred Fifteen Dollars and Twenty-Nine Cents (\$400,915.29). Each semi-annual payment represents the payment of a portion of the principal of and interest on the Port Authority's revenue bonds and the scheduled amounts payable as the Port Authority program administration fee, and the Trustee fee due with respect to each semi-annual payment. The County Fiscal Officer of Lucas County, Ohio may impose a special assessment collection fee, which if imposed, will be added by the County Fiscal Officer of Lucas County, Ohio to each semi-annual assessment payment.

The Port Authority and Corporation are funding the cost of the Project through the issuance of bonds. Ultimately, the bonds will be repaid over time from the amounts the Petitioner pays as special assessments. The Petitioner in turn, is expected to be able to pay the special assessments from the energy savings estimated to be achieved as a result of the Project.

The annual special assessments for the Project are to be paid in semi-annual payments over nineteen (19) years. The plans and specifications for the Project are on file with the Clerk of the Board. The Petitioner's petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code. The Petitioner consents to the immediate imposition of the special assessments upon the various properties specially benefited by Special Energy Improvement Projects.

This special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties. This resolution accepts and approves the petition from the Petitioner to begin that special assessment process, and is accompanied by a resolution to proceed with the Project. When the Project is complete and the final costs known, an assessing resolution directing that the necessary special assessments be made against the benefited properties will be presented to the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of Springfield:

SECTION 1. That this Board accepts and approves the Petition of The Young Men's Christian Association of Greater Toledo for the expansion of the Energy Special Improvement District ("ESID") pursuant to Chapter 1710 of the Ohio Revised Code, to include the special energy improvement projects described herein and in **Exhibit B** to this Resolution, which is on file with the Board of Trustees. All of the findings and determinations contained in the preceding Summary and Background section are incorporated herein and adopted as substantive findings and determinations of this Board.

SECTION 2. That this Board (i) accepts and confirms the inclusion of the properties listed in **Exhibit A** in the District, which, pursuant to Chapter 1710 of the Ohio Revised Code, is governed by the Corporation, and (ii) declares the necessity of the acquisition, installation and construction of Wolf Creek YMCA Special Energy Improvement Projects, which shall be constructed on the properties of Petitioner identified in **Exhibit A**.

SECTION 3. That this Board hereby confirms its approval of the plan for the District, including (and as supplemented and amended by and to include) the plans for special energy improvement projects, and the Corporation is authorized and directed to cause special energy improvement projects to be constructed under such contracts as it determines to be appropriate under law and in accordance with the plan for the District, including (and as supplemented and amended by and to include) the plans for special energy improvement projects.

SECTION 4. That the plans, specifications, estimates of costs, and profiles of the proposed special energy improvement projects identified in **Exhibit B** on file with the Board of Trustees and open to inspection are hereby approved, and special energy improvement projects shall be acquired, installed and constructed in accordance with those plans and specifications.

SECTION 5. That this Board hereby finds and determines that (i) the special energy improvement projects are conducive to the public health, convenience and welfare of the Township and its inhabitants and (ii) the properties of The Young Men's Christian Association of Greater Toledo, identified in **Exhibit A** are specially benefited by those Projects.

SECTION 6. This Board hereby accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, and Chapter 727 of the Revised Code, and consents to the immediate imposition of the special assessments upon the

properties as identified in **Exhibit A**. This waiver encompasses but is not limited to waivers of the following rights under the Revised Sections referred to below:

- The right to notice of the adoption of the Resolution of Necessity under Sections 727.13 and 727.14;
- The right to limit the amount of the special assessment under Sections 727.03 and 727.06;
- The right to file an objection to the special assessment under Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Sections 727.16 and 727.17;
- The right to file any claim for damages under Sections 727.18 through 727.22 and Section 727.43;
- The right to notice that bids or quotations for special energy improvement projects may exceed estimates by 15%;
- The right to seek a deferral of payments of special assessments under Section 727.251; and
- The right to notice of the passage of the assessing resolution under Section 727.26.
- Any and all procedural defects, errors or omissions in the special assessment process.

SECTION 7. That the total cost of special energy improvement projects shall be assessed against the properties of The Young Men's Christian Association of Greater Toledo identified in **Exhibit A** in proportion to the benefits resulting from special energy improvement projects.

SECTION 8. That the total cost of special energy improvement projects shall include any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs, the amount of any damages resulting from those Projects and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing and otherwise acquiring any real estate or interests therein, expenses of legal services, costs of labor and material, trustee fees and other financing costs incurred in connection with the issuance, sale and servicing of securities issued by the Port Authority to provide a loan to the Corporation to pay costs of those Projects in anticipation of its receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities issued by the Port Authority, the Port Authority administrative fee and the Port Authority program administration fee, together with all other necessary expenditures.

SECTION 9. That the estimated assessments heretofore prepared and now on file with the Board and amounting in the aggregate to \$633,489.97 be and are hereby adopted. The special assessments to be levied shall be paid according to the following schedule: in 19 annual (38 semi-annual) installments, with interest thereon at the same rate or rates as shall be borne by the securities to be issued by the Port Authority and loaned to the Corporation for special energy improvement projects in anticipation of its receipt of the special assessments. Each semi-annual payment represents the payment of a portion of the principal of and interest on the Northwest Ohio Advanced Energy Improvement District's Revolving Loan Fund and the administrative fee, and the Lucas County, Ohio special assessment collection fee due with respect to each semi-annual payment.

SECTION 10. That the Township does not intend to issue its own securities in anticipation of the levy or collection of the special assessments for special energy improvement projects, which instead shall be paid for initially from proceeds of the securities issued by the Port Authority loaned to the Corporation for that purpose, and repaid through the special assessment process described herein.


SECTION 11. That this Board finds and determines that all formal actions of this Board of Trustees and any of its Committees concerning and relating to the adoption of this Resolution were taken, and all deliberations of this Board or any of its Committees that resulted in such formal actions were held in meetings open to the public, in compliance with all legal requirements including those of Section 121.22 of the Revised Code.

Robert Bethel seconded the motion, and the roll was called on the question of its adoption. The vote was as follows:

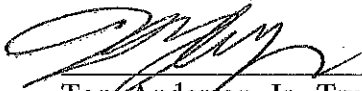
<u>NAME</u>	<u>VOTE</u>
Robert Bethel	YES
Tom Anderson, Jr.	YES
Andrew Glenn	YES



Robert Bethel, Trustee

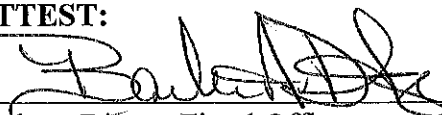


Andrew Glenn, Trustee



Tom Anderson, Jr., Trustee

ATTEST:



Barbara Dietze, Fiscal Officer
December 17, 2018 Regular Trustees Meeting

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the Township of Springfield, County of Lucas, State of Ohio, described as follows: A parcel of land being part of the West 1/2 of the Northeast 1/4 and part of the West 1/2 of the Southeast 1/4, all being located in Section 22, Town 2, United States Reserve, Springfield Township, Lucas County, Ohio, said parcel of land being bounded and described as follows: Commencing at an iron bar monument found at the intersection of the East-West centerline of Section 22 and the East Line of the West 1/2 of the East 1/2 of Section 22, Town 2, United States Reserve, and said point being the True Point of Beginning; Thence South 01 degree, 09 minutes, 03 seconds West along the East line of the West 1/2 of the Southeast 1/4 of Section 22, said line being the centerline of Holland-Sylvania Road, so called, and tangent of a curve in said roadway, a distance of 423.28 feet to a point on the North line of land as conveyed to Dice by Deed 93-096D09; Thence North 88 degrees, 50 minutes, 57 seconds West along the North line of land as conveyed to Dice, a distance of 482.37 feet to a point on the limited access right-of-way of US-23/I-475, from said point an iron bar can be found 0.16 feet South and 0.52 feet East; The next 3 courses being along the limited access right-of-way of US-23/I-475:

Thence North 00 degrees, 37 minutes, 15 seconds East, a distance of 1,957.62 feet to a 1/2 inch galvanized steel pipe set:

Thence North 40 degrees, 07 minutes, 06 seconds East, a distance of 78.61 feet to a 1/2 inch galvanized steel pipe set; Thence North 00 degrees, 37 minutes, 15 seconds East, a distance of 153.50 feet to a point on the Southerly line of Lot F in Shadow Valley Estates Plat 2, as recorded in Volume 76 of Plats, Pages 16-17, from said point an iron pipe can be found 0.47 feet North and 0.12 feet East; Thence South 39 degrees, 53 minutes, 16 seconds East along the Southerly line of Lot F, a distance of 99.14 feet to a 1/2 inch galvanized steel pipe set on the Southerly line of Lot F; Thence North 55 degrees, 24 minutes, 04 seconds East along the Southerly line of Lot F, a distance of 142.91 feet to a 1/2 inch galvanized steel pipe set on the Southerly line of Lot B in Shadow Valley Estates Plat 1, as recorded in Volume 75 of Plats, Pages 4-5; Thence South 67 degrees, 39 minutes, 45 seconds East along the Southerly line of Lot B, a distance of 288.14 feet to a 1/2 inch galvanized steel pipe set on the East line of the West 1/2 of the Northeast 1/4 of Section 22; Thence South 01 degree, 03 minutes, 23 seconds West along the East line of the West 1/2 of the Northeast 1/4 of Section 22, passing an iron pin monument found at 486.38 feet, a distance of 1,653.45 feet to the True Point of Beginning.

Containing 1,039,981.45 square feet, or 23.875 acres of land, of which 11,611.89 square feet, or 0.267 acre of land, are within the public road right-of-way. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476.

This legal description is based upon a field survey prepared by Lewandowski Engineers on July 12, 2010.

Tax Parcel No. 65-24777

EXHIBIT B
Project Plan for Wolf Creek YMCA

The Property, which is owned by the Petitioner and described in Exhibit A to the Petition, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following Authorized Improvements:

1. LED Lighting
2. HVAC Replacement
3. Boiler Replacement
4. Building Controls
5. Lavatory & Sink Aerators

Total project cost: \$338,417.00

Total cost including financing and other charges: \$400,915.29

Total assessment payments to be collected: \$633,489.97

Estimated Annual assessment payment: \$33,341.58

Estimated semi-annual special assessments for 19 years*: \$16,670.79

Number of semi-annual installments: 38

First annual assessment due: January 31, 2020

**Note: Lucas County will add a 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 65-24777	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2019	\$33,341.58	2020	\$16,670.79	\$16,670.79
2020	\$33,341.58	2021	\$16,670.79	\$16,670.79
2021	\$33,341.58	2022	\$16,670.79	\$16,670.79
2022	\$33,341.58	2023	\$16,670.79	\$16,670.79
2023	\$33,341.58	2024	\$16,670.79	\$16,670.79
2024	\$33,341.58	2025	\$16,670.79	\$16,670.79
2025	\$33,341.58	2026	\$16,670.79	\$16,670.79
2026	\$33,341.58	2027	\$16,670.79	\$16,670.79
2027	\$33,341.58	2028	\$16,670.79	\$16,670.79
2028	\$33,341.58	2029	\$16,670.79	\$16,670.79
2029	\$33,341.58	2030	\$16,670.79	\$16,670.79
2030	\$33,341.58	2031	\$16,670.79	\$16,670.79
2031	\$33,341.58	2032	\$16,670.79	\$16,670.79
2032	\$33,341.58	2033	\$16,670.79	\$16,670.79
2033	\$33,341.58	2034	\$16,670.79	\$16,670.79
2034	\$33,341.58	2035	\$16,670.79	\$16,670.79
2035	\$33,341.58	2036	\$16,670.79	\$16,670.79
2036	\$33,341.58	2037	\$16,670.79	\$16,670.79
2037	\$33,341.53	2038	\$16,670.79	\$16,670.74
Total Assessment	\$633,489.97			

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Lucas County Fiscal Officer under certain conditions.

The County Fiscal Officer of Lucas County, Ohio may impose a special assessment collection fee with respect to each semi-annual assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Lucas County, Ohio to each semi-annual assessment payment.

EXHIBIT C
ENERGY PROJECT AGREEMENT

ENERGY PROJECT AGREEMENT

WHEREAS, The Young Men's Christian Association of Greater Toledo, an Ohio non-profit corporation with an address of 1500 N. Superior Street, Toledo, Ohio 43604 (known herein as "Borrower"), has made application to the Northwest Ohio Advanced Energy Improvement District ("the District") for financing a certain special energy improvement project ("Energy Project"), more particularly described in Borrower's application ("Application"); and

WHEREAS, the Energy Project has an overall estimated cost of Three Hundred Thirty-Eight Thousand Four Hundred Seventeen Dollars (\$338,417.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in Exhibit B which the District has agreed to finance; and

WHEREAS, Borrower requests that the Energy Project be financed through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the District agrees to undertake the financing of the Energy Project through Special Assessments upon the condition that the Borrower agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the District and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the District to provide financing for the Energy Project, the Borrower agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the ___ day of December 2018, the Borrower and the District do hereby enter into this Energy Project Agreement ("Agreement") as follows:

1. Consent to Special Assessments. The Borrower consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 2100 Holland-Sylvania Road, Holland, OH 43528 which consists of the following county auditor parcel(s): 65-24777. A legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Borrower consents to the imposition of the Special Assessments with respect to those parcels as well. The Borrower acknowledges that the Special Assessments will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code. The Special Assessments shall be in an amount sufficient to finance all of the cost of the Energy Project, as determined by and in the sole discretion of the District, including but not limited to the cost of: labor, materials, equipment, engineering, design, audits, interest, carrying costs, taxes, filing fees, recording charges and all other costs incident to the Energy Project. Borrower

acknowledges that the estimated cost of the Energy Project is only an estimate and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments will not exceed the amount listed on Exhibit B. The Borrower agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the District for all costs, including financing costs, for the Energy Project.

2. Agreement to Cooperate. Borrower agrees to provide full and timely cooperation to the District and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the District, the Toledo-Lucas County Port Authority, the Township of Springfield, the Lucas County Auditor, and the Lucas County Treasurer, so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Borrower agrees to apply to the District for approval of its Energy Project and for admission as a member of the District. The Borrower shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Borrower agrees to provide on-going cooperation with the District and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding. In the event the Property is located in a political subdivision that is not, as of the date of this Agreement, within the jurisdiction of the District, the Borrower will cooperate with the District in seeking to expand that jurisdiction of the District to include the political subdivision in which the Property is located, including petitioning for such expansion.

3. Execution of Documents; Appointment of Agent. Upon the request of the District, the Borrower shall execute all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Borrower hereby irrevocably appoints the District's Chairperson, or such other individual as the District may name from time to time, as the Borrower's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the petition for Special Assessments, on behalf of the Borrower and to bind the Borrower and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Borrower grants the District full irrevocable power and authority in the place of Borrower and in the name of Borrower or in District's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Borrower's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give District the full benefit of this Agreement, in each case as District may from time to time deem advisable, Borrower hereby agreeing that District shall owe no duty whatever to Borrower to perform any

such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Borrower hereby irrevocably authorizes District, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Borrower's behalf, at Borrower's expense and without Borrower's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as District may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent District filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by Borrower.

4. Waiver of Certain Rights. The Borrower acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Springfield Township Charter and the Springfield Township Municipal Code (collectively, "Assessment Rights"). The Borrower hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the District determines to be appropriate, and the Borrower expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Borrower further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council acting thereunder; and the right to file a claim for damages as provided in Revised Code section 727.18 and Springfield Township Charter.

5. Representations and Warranties. The Borrower represents and warrants that:

- A. The Borrower is an existing Ohio ~~limited liability company~~ corporation for non-profit in good standing;
- B. The Borrower owns the Property in fee simple absolute, and has the full legal authority to subject the Property to the Special Assessments;
- C. The Borrower is duly authorized to enter into this Agreement;
- D. Entering into this Agreement will not result in the breach of any other agreement to which the Borrower is a party, either jointly or individually; and
- E. All of the factual statements concerning the Borrower contained in the Application and in this Agreement are true and accurate to the best of the Borrower's knowledge and belief and if there is a material change in the accuracy

or truthfulness of any such factual statement, the Borrower will promptly disclose the same to the District.

6. **Assignment; Third Party Beneficiaries.** The Borrower may assign this Agreement without the consent of the District, in accordance with the terms and conditions set forth in that certain Loan and Security Agreement by and between the parties of even date herewith. The District may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Borrower.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the District shall be entitled to avail itself of any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Borrower fails to pay an installment of any Special Assessment when due.
- B. The Borrower fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the District.
- C. The Borrower is in breach of any of its representations or warranties under this Agreement.
- D. The Borrower abandons the Property.
- E. The Borrower commits waste upon the Property.
- F. The Borrower becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the District may have, the District may recover from Borrower all damages it incurs by reason of the Default, including its reasonable attorneys' fees and expenses.

8. **General.**

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Borrower acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all parties.
- D. The Borrower acknowledges that they have had an opportunity to review this Agreement and to be advised by an attorney of their choosing as to the

Agreement's terms, conditions and provisions. The Borrower is entering into this Agreement knowingly and voluntarily.

- E.** The District and the Borrower are, in relation to one another, independent contractors and not agents of one another, except to the extent the District is authorized to act on behalf of the Borrower in accordance with paragraph 3 above. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.
- F.** The Borrower acknowledges that the District has been created under provisions of the Revised Code and that the District's authority, as well as the authority of its employees, agents and representatives is limited under law.
- G.** The District may cause this Agreement to be recorded in the office of the Lucas County Recorder. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the District.
- H.** The Borrower will provide written notice to the District of any sale or transfer of the Property.
- I.** The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- J.** The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Auditor of Lucas County, as provided by law, to be placed by the Auditor on the tax list and duplicate and collected as other taxes are collected in such number of semi-annual installments as determined by the District and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the District to waive on its behalf, the right to pay the Special Assessments in cash.
- K.** At such time as the Special Assessments are no longer necessary to finance the Energy Project, the District having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the District will provide a release of this Agreement and cause the same to be recorded in the office of the Lucas County Recorder.
- L.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- M.** Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

BORROWER:

The Young Men's Christian Association of Greater Toledo

By: _____

Name: Brad Toft, President & CEO

Date: _____

On the ___ day of December, 2018 personally appeared before me, a notary public in and for the State of Ohio, Brad Toft, President & CEO of The Young Men's Christian Association of Greater Toledo, who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of The Young Men's Christian Association of Greater Toledo, and that the same was the free act and deed of The Young Men's Christian Association of Greater Toledo.

Notary Public

DISTRICT:

The Northwest Ohio Advanced Energy Improvement District

By: _____

Kevin Moyer, Chairperson

Date: _____

On the ___ day of December 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the Township of Springfield, County of Lucas, State of Ohio, described as follows:
XXXXXXXXXXXXXXXXXXXXXX

Tax Parcel No. 65-24777

EXHIBIT B
Project Plan for Wolf Creek YMCA

The Property, which is owned by the Petitioner and described in Exhibit A to the Petition, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following Authorized Improvements:

1. LED Lighting
2. HVAC Replacement
3. Boiler Replacement
4. Building Controls
5. Lavatory & Sink Aerators

Total project cost: \$338,417.00

Total cost including financing and other charges: \$400,915.29

Total assessment payments to be collected: \$633,489.97

Estimated Annual assessment payment: \$33,341.58

Estimated semi-annual special assessments for 19 years*: \$16,670.79

Number of semi-annual installments: 38

First annual assessment due: January 31, 2020

**Note: Lucas County will add a 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 65-24777	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2019	\$33,341.58	2020	\$16,670.79	\$16,670.79
2020	\$33,341.58	2021	\$16,670.79	\$16,670.79
2021	\$33,341.58	2022	\$16,670.79	\$16,670.79
2022	\$33,341.58	2023	\$16,670.79	\$16,670.79
2023	\$33,341.58	2024	\$16,670.79	\$16,670.79
2024	\$33,341.58	2025	\$16,670.79	\$16,670.79
2025	\$33,341.58	2026	\$16,670.79	\$16,670.79
2026	\$33,341.58	2027	\$16,670.79	\$16,670.79
2027	\$33,341.58	2028	\$16,670.79	\$16,670.79
2028	\$33,341.58	2029	\$16,670.79	\$16,670.79
2029	\$33,341.58	2030	\$16,670.79	\$16,670.79
2030	\$33,341.58	2031	\$16,670.79	\$16,670.79
2031	\$33,341.58	2032	\$16,670.79	\$16,670.79
2032	\$33,341.58	2033	\$16,670.79	\$16,670.79
2033	\$33,341.58	2034	\$16,670.79	\$16,670.79
2034	\$33,341.58	2035	\$16,670.79	\$16,670.79
2035	\$33,341.58	2036	\$16,670.79	\$16,670.79
2036	\$33,341.58	2037	\$16,670.79	\$16,670.79
2037	\$33,341.53	2038	\$16,670.79	\$16,670.74

Total Assessment	\$633,489.97			
-------------------------	--------------	--	--	--