

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 142-19 ADOPTED BY SAID COUNCIL ON Sept. 9, 2019

Kathy Patton
CLERK OF COUNCIL

RCA 19-141-8/26

ORD 142-19

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE MEDINA COUNTY PROJECT (ESID), AND DECLARING AN EMERGENCY.

SUMMARY & BACKGROUND:

WHEREAS, The City of Medina created an Energy Special Improvement District (“District”) under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City of Medina Special Improvement District, Inc. (“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; and

WHEREAS, The City of Toledo, City of Oregon, City of Maumee, City of Northwood, City of Perrysburg, City of Sylvania, Village of Whitehouse, Township of Monclova, Township of Springfield, Ohio, Township of Swanton, Township of Sylvania and the Toledo-Lucas County Port Authority (“Port Authority”) have partnered to create an Energy Special Improvement District under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District (“NWOAEID”), to govern the district. The NWOAEID and the Port Authority have provided technical and financial assistance to the District for this project; and

WHEREAS, Medina County, (the “Petitioner”) is the owner of 100% of the property described on **Exhibit A** attached hereto (the “Property”). The Petitioner has executed an Energy Project Agreement (the “Agreement”) with the Corporation and the NWOAEID. A copy of the Agreement is attached to the Petition as **Exhibit C**; and

WHEREAS, Pursuant to the Agreement, the Port Authority, the NWOAEID, and the Petitioner, have caused an energy audit to the property to be completed; and

WHEREAS, 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; and

WHEREAS, The Petitioner, has submitted to this Council a petition (“Petition”) seeking (i) the creation of the District, (ii) the addition certain of its property to the District and (iii) approval of the District’s initial comprehensive plan for special energy improvement projects, including the Project and requesting that this Project be undertaken by the District and that the

costs thereof be specially assessed against the properties of the Petitioner, specially benefited thereby; and

WHEREAS, A complete list and description of the Project is on file with the Clerk of Medina City Council and is attached as **Exhibit B** to this Ordinance. 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 ordinance as provided by law).

The Petitioner, expressly waives the right to pay the assessments in cash within 30 days after passage of the assessing ordinance, and

WHEREAS, The annual special assessments for the Project are to be paid in semi-annual payments over three years. The plans and specifications for the Project are on file with the Clerk of Council. 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 Medina City Charter and the Medina Municipal Code. The Petitioner, consents to the immediate imposition of the special assessments upon the various properties specially benefited by the Project. 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. Final costs for the Project are now known and this assessing ordinance completes the assessing process, which included the adoption of a Resolution of Necessity (Resolution No. 140-19) and an Ordinance to Proceed (Ordinance No.141-19) by levying the assessments against the benefitted properties.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA:

SECTION 1. That the special assessments for the cost of providing the Project in the District pursuant to Resolution No. 140-19 adopted by this Council on September 9, 2019 (the Resolution of Necessity), which were filed and are on file in the office of the Clerk of Council are adopted and confirmed; provided that the cost of providing such Projects are reduced to the aggregate amount of \$16,209.48 which reduction is adopted and confirmed. Those special assessments are levied and assessed upon the properties in the respective amounts set forth in the schedule attached as Exhibits A and on file with the Clerk of Council, which special assessments have been calculated in a manner provided for in the Resolution of Necessity and are not in excess of the special benefits or any statutory limitation. The special assessments are levied and assessed in accordance with the payment schedule attached hereto as Exhibit B in the amounts sufficient to pay the principal of and interest and the scheduled amounts payable as the Authority administrative fees due with respect to each semi-annual period identified in such payment schedule. The Fiscal Officer of Medina 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 Fiscal Officer of Medina County, Ohio to each semi-annual assessment payment.

SECTION 2. That Petitioner, waives the right to pay the special assessments in cash within thirty days after the passage of this ordinance, and shall pay the assessments in two annual installments (four semi-annual installments) in accordance with the schedules attached hereto as Exhibit B. All special assessments shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected. All payments shall be made to the County Treasurer of Medina County, Ohio and shall be subject to the same delinquency procedures, penalties, and interest as the payment of real property taxes in accordance with Ohio Revised Code Chapter 323.

Notwithstanding the foregoing, pursuant to the Energy Project Agreement between the Petitioner, the District, and the NWOAEID, attached and providing that the Petitioner, grants the NWOAEID the authority to determine, in its sole discretion, the amount of the special assessments, the NWOAEID, acting through its Chairman or other authorized representative, may annually, on or before August 15th, deliver to the City assessment officer or other appropriate official, a certificate signed by the Chairman reflecting a reduction, in whole or in part, in the amount of the special assessment to be certified by the City's assessment officer to the County Auditor in that year for placement onto the tax duplicate the following year and collected as other taxes and assessments are collected. The NWOAEID's certificate shall reflect payments made by or on behalf of the Petitioner, or its successors, directly to the NWOAEID or to the NWOAEID's designee for some or all of the cost of the special energy improvement project thereby resulting in a reduction in the required annual special assessment. The City's assessment officer and all officials with authority to certify special assessments to the County Auditor shall, without any further action by this Council, rely upon the NWOAEID's certificate and take all actions necessary to implement the annual reduction of the special assessment, if any, evidenced by the certificate. In the event the City's assessment officer does not receive such a certificate in any given year on or before August 15th, the assessment officer shall certify the full amount of the annual special assessment as provided herein to the County Auditor.

SECTION 3. The Council finds and determines that it has previously waived notice of the passage of this assessing Ordinance and therefore no notice need be published in a newspaper of general circulation in the City.

SECTION 4. That the Clerk of Council shall deliver a certified copy of this Ordinance to the County Auditor within twenty days after its passage, but in no event later than the second Monday in September, 2019 (or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Medina County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2019).

SECTION 5. That the proceeds of the special assessments levied by this Ordinance that are received by the City shall be applied as provided in Section 1710.12 of the Revised Code and are hereby appropriated for that purpose. This Council covenants and agrees that it will give effect to the appropriation in the ordinances it hereafter adopts appropriating money for expenditure or

encumbrance. The Director of Finance is authorized and directed to make appropriate accounting entries and adjustments to reflect the City's receipt and disbursement of those proceeds.

SECTION 6. That this Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

SECTION 7. That this Ordinance is declared to be an emergency measure and shall take effect and be enforced from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that the immediate action is necessary in order to conserve energy and protect the environment of the City, as well as, undertake the construction of the public improvements and enable and provide for the timely levying, certification and collection of the special assessments for the Project.

PASSED: September 9, 2019

SIGNED: John M. Coyne, III
 President of Council

ATTEST: Kathy Patton
 Clerk of Council

APPROVED: September 10, 2019

SIGNED: Dennis Hanwell
 Mayor

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio, and is described as follows:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

The real property owned by Medina County at 246 Northland Drive, Medina, OH 44256, serves as a human services center. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: \$25,000.00
Total cost including financing and other charges: \$25,500.00
Total direct payments collected: \$10,806.32
Total assessment payments to be collected: \$16,209.48
Estimated annual special assessment for 3 years: \$5,403.16
Estimated semi-annual special assessments for 3 years*: \$2,701.58
Number of semi-annual installments: 6
First annual installment due: January 31, 2020

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 028-19A-13-141	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	\$5,403.16	\$2,701.58	\$2,701.58
2021	\$5,403.16	\$2,701.58	\$2,701.58
2022	\$5,403.16	\$2,701.58	\$2,701.58
Total Assessment	\$16,209.48		

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 Medina County Fiscal Officer under certain conditions.

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

EXHIBIT C

Energy Project Agreement

[Attached]

ORIGINAL

ORD. 142-19
Exh. C

ENERGY PROJECT AGREEMENT

between

NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT
DISTRICT;

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT
DISTRICT, INC.;

and

MEDINA COUNTY

Dated
as of
July 11, 2019

This Energy Project Agreement (the "Agreement") is made and entered into as of July 11, 2019, between the Northwest Ohio Advanced Energy Improvement District, a non-profit corporation and special improvement district under the laws of the State of Ohio ("NWOAEID"), the City of Medina Energy Special Improvement District, Inc., a non-profit corporation and special improvement district under the laws of the State of Ohio ("Medina ESID"), and Medina County, a municipal corporation under the laws of the State of Ohio with offices at 6144 N. Broadway Street, Medina, OH 44256 (the "The Borrower"):

WHEREAS, the Borrower, has made application to the NWOAEID for funding a certain special energy improvement project ("Energy Project"), more particularly described in Borrower's application ("Application"); and

WHEREAS, the Borrower petitioned the City of Medina for the establishment of the City of Medina Energy Special Improvement District (the "Petition"); and

WHEREAS, on August __, 2019 the City Council of Medina passed Resolution No. _____, which approved the Petition, the initial plan for the district, and authorized the formation of the City of Medina Energy Special Improvement District; and

WHEREAS, the Energy Project has an overall estimated cost of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (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 NWOAEID has agreed to fund; and

WHEREAS, the Borrower requests that the Energy Project be funded 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 Medina ESID and NWOAEID agree to undertake the funding 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 NWOAEID, Medina ESID, City of Medina (the "City") and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the Medina ESID and NWOAEID to provide the funds for the Energy Project, the Borrower agrees to execute and comply with the terms of the Loan Agreement, attached as Exhibit C, and 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 11 day of July 2019, the Borrower, the Medina ESID, and the NWOAEID 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 246 Northland Drive, Medina, OH 44256, and which consists of the following permanent parcel numbers in the records of the Fiscal Officer of Medina County, Ohio (the "Fiscal Officer"): Parcel Number/PPN: **028-19A-13-141**. A legal description of the Property is attached to this Agreement as **Exhibit A** and incorporated into this Agreement by this 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 in the event of non-payment and default 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 cost of the Energy Project shall include, but not be limited to, the cost of: labor, materials, equipment, engineering, design, and audits ("Energy Project Amount") and is estimated to be Twenty-Five Thousand Dollars (\$25,000.00). The Special Assessments shall be in an amount sufficient to fund the Energy Project Amount, as determined by and in the sole discretion of the NWOAED, and shall include an amount sufficient to fund the necessary and reasonable additional costs related to the financing of the Energy Project Amount including but not limited to: interests, fees, carrying costs, taxes, filing fees, recording charges and all other costs incident to the financing of the Energy Project Amount.

The Borrower acknowledges that the Energy Project Amount is an estimated cost of the Energy Project 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, including the costs related to financing the Energy Project Amount, will not exceed the Total Assessment Amount to be Collected amount listed on **Exhibit B** attached to this Agreement and incorporated into this Agreement by this reference. 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 Medina ESID and NWOAED for all costs, including financing costs, for the Energy Project.

2. **Agreement to Cooperate.** The Borrower agrees to provide full and timely cooperation to the Medina ESID and the NWOAED and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City, the Toledo-Lucas County Port Authority, Fiscal Officer, and the Medina County, Ohio (the "Treasurer"), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Borrower agrees that pursuant to a Petition, it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Medina ESID. The Borrower therefore shall be a member of the Medina ESID. The Borrower further agrees that it 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 Medina ESID, NWOAED, 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.

The Medina ESID and NWOAEID agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

3. **Execution of Documents; Appointment of Agent.** Upon the request of the NWOAEID, Borrower shall execute or cause to be executed by appropriate Borrower officials, 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, Borrower hereby irrevocably appoints the NWOAEID's Chairperson, or such other individual as the NWOAEID 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, on behalf of Borrower and to bind 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, Borrower grants the NWOAEID full irrevocable power and authority in the place of Borrower and in the name of Borrower or in NWOAEID'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 the NWOAEID the full benefit of this Agreement, in each case as the NWOAEID may from time to time deem advisable, Borrower hereby agreeing that the NWOAEID 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 the NWOAEID, 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 the NWOAEID 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 the NWOAEID 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.** 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 Charter of the City of Medina and the Codified Ordinances of Medina, Ohio (collectively, "Assessment Rights"). Borrower hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the NWOAEID or Medina ESID determine to be appropriate, and 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 of the City acting thereunder; and the right to file a claim for damages as provided in Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Medina or the Codified Ordinances of Medina, Ohio.

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

- A. Borrower is a duly organized and validly existing County under the laws of the State of Ohio;
- B. Borrower is the owner of the Property with the legal authority to subject the Property to the Special Assessments;
- C. Borrower and the individual executing this Agreement on behalf of the Borrower are 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;
- E. Borrower will complete the Energy Project, and has or will provide sufficient funds to complete the Energy Project in the event of additional costs or expenses above and beyond the estimated Energy Project Amount of Twenty-Five Thousand dollars (\$25,000.00). In the event that the Energy Project is completed below the estimated cost of Twenty-Five Thousand dollars (\$25,000.00) the remaining amount shall be used to reduce the final assessment amount payable; and
- F. All of the factual statements concerning Borrower contained in the Application and in this Agreement are true and accurate to the best of Borrower's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, Borrower will promptly disclose the same to the Medina ESID and the NWOAEID.

6. **Assignment; Third Party Beneficiaries.** Borrower may not assign this Agreement without the consent of each of the Medina ESID and the NWOAEID, which consent shall not be unreasonably withheld. Either of the Medina ESID or the NWOAEID 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 Medina ESID and NWOAEID shall be entitled to 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 NWOAEID.
- 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 Medina ESID and NWOAEID may have, the Medina ESID and the NWOAEID each may recover from Borrower all damages they respectively incur by reason of the Default, including 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 in this Agreement, 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 of the parties.
- D. The Borrower acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement's terms, conditions and provisions. The Borrower is entering into this Agreement knowingly and voluntarily.
- E. The Medina ESID, NWOAEID and the Borrower are, in relation to one another, independent contractors and not agents of one another, except to the extent the NWOAEID 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 Medina ESID and NWOAEID have been created under provisions of the Ohio Revised Code and that and that their

authority, as well as the authority of their employees, agents and representatives, is limited under law.

- G. The Medina ESID or NWOAEID may cause this Agreement to be recorded in the office of the Fiscal Officer. 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 Medina ESID and NWOAEID.
- H. The Borrower will provide written notice to Medina ESID and NWOAEID 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 Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NWOAEID 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 NWOAEID 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 NWOAEID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NWOAEID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.
- 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.

[Signature Pages Follow]

Borrower:

Medina County

By: Scott Miller

Name: Scott Miller

Title: Medina County Administrator

Date: July 11, 2019

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the 11th day of July, 2019 personally appeared before me, a notary public in and for the State of Ohio, Scott Miller, Administrator, Medina County, who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of Borrower and that the same was the free act and deed of Borrower and himself as such Administrator for Medina County.



RHONDA J. BECK
Notary Public, State of Ohio
My Commission Expires
April 30, 2022

Rhonda J. Beck
Notary Public

NWOAIED:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: 
Kevin Moyer

Its: Chairperson

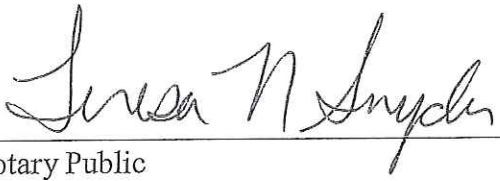
Date: 7-11-19

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 11 day of July, 2019 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 and of himself as such officer of the Northwest Ohio Advanced Energy Improvement District.



Teresa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021


Notary Public

MEDINA ESID:

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT

By: Kimberly Marshall

Name: Kimberly Marshall

Title: Chairperson

Date: 7.11.2019

STATE OF OHIO)

)

SS:

COUNTY OF MEDINA)



Sharon K Patterson
Notary Public
In and For the State of Ohio
My Commission Expires
25 December 2023

On the 11 day of July, 2019 personally appeared before me, a notary public in and for the State of Ohio, Kimberly Marshall, the Chairperson of the City of Medina Energy Special Improvement District who acknowledged that he/she did execute the foregoing Energy Project Agreement on behalf of the City of Medina Energy Special Improvement District and that the same was the free act and deed of said City of Medina Energy Special Improvement District and of himself/herself as such officer of the City of Medina Energy Special Improvement District.

Sharon K Patterson

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

The land referred to herein below is situated in the City of Medina, County of Medina, State of Ohio, and is described as follows:

Known as being the whole of Medina City Lot 4806, as recorded in Plat Volume 20, Page 63 of Medina County Records, be the same more or less. Subject to all legal highways.

AND:

Known as being the whole of Medina City Lots 4803 and 4804, as recorded in Plat Volume 20, Page 108 of Medina County Records, be the same more or less. Subject to all legal highways.

Parcel No. 028-19A-13-141

Property Address: 246 Northland Drive, Medina, OH 44256

EXHIBIT B

Project Plan for Medina County

The real property owned by Medina County at 246 Northland Drive, Medina, OH 44256, serves as a human services center. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: \$25,000.00

Total cost including financing and other charges: \$25,500.00

Total direct payments collected: \$10,806.32

Total assessment payments to be collected: \$16,209.48

Estimated annual special assessment for 3 years: \$5,403.16

Estimated semi-annual special assessments for 3 years*: \$2,701.58

Number of semi-annual installments: 6

First annual installment due: January 31, 2020

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 028-19A-13-141	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	\$5,403.16	\$2,701.58	\$2,701.58
2021	\$5,403.16	\$2,701.58	\$2,701.58
2022	\$5,403.16	\$2,701.58	\$2,701.58
Total Assessment	\$16,209.48		

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 Medina County Fiscal Officer under certain conditions.

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

EXHIBIT C

LOAN AGREEMENT

[attached]