

ORIGINAL

**PETITION FOR SPECIAL ASSESSMENTS FOR
SPECIAL ENERGY IMPROVEMENT PROJECTS**

A PETITION TO THE COUNCIL OF THE CITY OF TOLEDO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY THE COSTS OF SPECIAL ENERGY IMPROVEMENT PROJECT AGAINST PROPERTY OWNED BY THE PETITIONER AND SPECIALLY BENEFITED THEREBY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To the Council of the City of Toledo, Lucas County, Ohio:

Mark Bastian (“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 which appoints the Chairperson of the Northwest Ohio Advanced Energy Improvement District (“the Energy Corporation”), an Ohio nonprofit corporation formed to govern 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, Township of Swanton, Township of Sylvania, Ohio Advanced Energy Improvement District (the “District”) created within the boundaries of 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, Township of Swanton, and Township of Sylvania, Ohio for the purpose of developing and implementing special energy improvement projects as defined in Section 1710.01(I) of the Revised Code, as the attorney-in-fact and agent for the Petitioner with the authority to act on behalf of the Petitioner in the special assessment process. A copy of the Energy Project Agreement is attached to this Petition as **Exhibit C**.

The Board of Directors of the Energy Corporation has approved initial and amended plans for special energy improvement projects in the District (the “Current Comprehensive Plan”), pursuant to which the Energy Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Chapter 1710 of the Revised Code and the Current Comprehensive Plan, the Current Comprehensive Plan may be amended from time to time to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Energy Corporation has reviewed the plans for the special energy improvement project described on **Exhibit B** attached hereto (the “Special Energy Improvement Project”) proposed to be constructed or installed on the Property and related and supporting materials and, subject to an approval by the City Council of an expansion of the District to include the Properties, has approved an amendment of the Current Comprehensive Plan to include provision for the Special Energy Improvement Project.

As required by Section 1710.06 of the Revised Code, the Petitioner, as the owner of Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Special Energy Improvement Project, hereby (a) petitions the City Council to (i) approve the addition of the Property to the District and (ii) approve an amendment to the Current Comprehensive Plan to include the Special Energy Improvement Project and (b) requests that (i) the Special Energy Improvement Project be undertaken by the District and (ii) the total cost of the Special Energy Improvement Project be assessed on the Property in proportion to the special benefits that will result from the Special Energy Improvement Project.

In connection with this Petition and in furtherance of the purposes hereof, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Current Comprehensive Plan, (ii) the plans, specifications and profiles for the Special Energy Improvement Project, (iii) the estimate of cost for the Special Energy Improvement Project included in **Exhibit B** and (iii) the schedule of the estimated special assessment to be levied for the Special Energy Improvement Project (the "Special Assessment") also included in **Exhibit B**. The Petitioner acknowledges that the estimated Special Assessment for each parcel is in proportion to the benefits that may result from the Special Energy Improvement Project.

Accordingly, the Petitioner hereby petitions for the construction of the Special Energy Improvement Project identified in this Petition and the attached **Exhibit B**, as authorized under Revised Code Chapter 1710, and for the imposition of the Special Assessment identified herein and authorized under Revised Code Chapters 727 and 1710 to pay the costs thereof.

In consideration of the Council's acceptance of this Petition and the imposition of the requested Special Assessment, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Special Energy Improvement Project, including 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 the Special Energy Improvement Project and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the Special Assessment, 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 Toledo-Lucas County Port Authority (the "Port Authority") or the Energy Corporation to provide a loan to the Petitioner to pay costs of the Special Energy Improvement Project in anticipation of its receipt of the Special Assessment, capitalized interest on, and financing reserve funds for, such securities issued by the Port Authority and the Port Authority program administration fee, together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessment in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessment.

The Petitioner further acknowledges and confirms that the Special Assessment set forth herein and in **Exhibit B** is in proportion to, and does not exceed, the special benefits to be conferred on the Property by the Special Energy Improvement Project identified herein. The Petitioner further consents to the levying of the Special Assessment therefore against the Property by the Council. The Petitioner acknowledges that this Special Assessment is fair, just and equitable and being imposed at the specific request of the Petitioner.

The Petitioner hereby waives notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Special Energy Improvement Project and the Special Assessment, particularly those in Chapter 727 and 1710 of the Revised Code and consents to proceeding with the Special Energy Improvement Project. Without limiting the foregoing, the Petitioner specifically waives any notices and rights under the following Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Sections 727.13 and .14;
- The right to limit the amount of the Special Assessment und 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 .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 the Special Energy Improvements 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 Ordinance under Section 727.26.

The Petitioner consents to immediately proceeding with all actions necessary to acquire, install and construct the Special Energy Improvement Project and impose the Special Assessment.

The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place the Property, or any portion thereof, in an agricultural district as provided for in Chapter 929 of the Revised Code, and if the Property, or any portion thereof, is in an agricultural district, the Petitioner, in accordance with Section 929.03 of the Revised Code, hereby grants permission to collect any assessments levied against such Property.

The Petitioner acknowledges that the Special Assessment set forth herein and in the Exhibits hereto are based upon an estimate of costs, and that the final Special Assessment shall be calculated in the same manner, which, regardless of any statutory limitation thereon, may be more or less than the respective estimated assessment for the Special Energy Improvement Project. In the event the final assessment exceed the estimated assessment, the Petitioner, without limitation of the other waivers contained herein, also waives any rights it may now or in the future have to object to that assessment, any notice provided for in Chapters 727 and 1710 of the Revised Code, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessment may be levied at such time as determined by the City and regardless of whether or not any of the parts or portions of the Special Energy Improvement Project have been completed.

The Petitioner further acknowledges that the final assessment for the Special Energy Improvement Project, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessment and that if any of such assessment is not paid in cash they will be certified to the Auditor of the County, as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected, or collected by the City Treasurer as the City may elect. The Petitioner requests that the unpaid final assessments for the Special Energy Improvement Project be payable in twenty (20) semi-annual installments, together with interest at the same rate as shall be borne by any bonds or other securities which may be issued in anticipation of the collection of all or a portion of any such final assessment.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which the Special Energy Improvement Project shall be acquired, installed or constructed or the proceedings relating thereto, the jurisdiction of the City acting in connection therewith, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Special Energy Improvement Project, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code, Title 7, and specifically but without limitation, Chapters 727 and 1710 of the Revised Code, as well as all such similar rights under the Constitution of the State of Ohio, the Charter of the City of Toledo and the Toledo Municipal Code. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Special Energy Improvement Project, the estimated assessment, the final assessment and any Special Assessment levied against the Property for the Special Energy Improvement Project, or any other matters related to the foregoing.

The Petitioner acknowledges and understands that the City, the District, and the Toledo-Lucas County Port Authority all will be relying upon this petition in taking actions pursuant thereto and expending resources. Therefore this Petition shall be irrevocable and shall be binding upon the Petitioner, any successors or assigns thereof, the Property, and any grantees, mortgagees, lessees, or transferees thereof. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified herein.

IN WITNESS WHEREOF, Mark Bastian, owner, 3841 Rohr Drive, Toledo, Ohio 43613 has caused this petition to be executed, on August 29, 2019.

Mark Bastian

By: 

Mark Bastian
Owner, 3841 Rohr Drive, Toledo, Ohio 43613

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 29th day of August 2019 before me, a Notary Public, in and for said County and State, personally appeared, Mark Bastian, Owner, for 3841 Rohr Drive, Toledo, Ohio 43613, who affirmed that pursuant to due authorization he executed the within and foregoing instrument for and on his behalf in his official capacity, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.


Notary Public



DAVID PAUL MANN
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 O.R.C.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the City of Toledo, County of Lucas, State of Ohio, described as follows:

Lot number ninety-two (92) in Keystone Addition in the City of Toledo, Lucas County, Ohio in accordance with Volume 36 of Plats, page 45.

Parcel No. 22-37804

Property Address: 3841 Rohr Drive, Toledo, Ohio 43613

EXHIBIT B

Project Plan for 3841 Rohr Drive, Toledo, Ohio 43613

The real property owned by Mark Bastian, at 3841 Rohr Drive, Toledo, Ohio 43613, serves as a personal residence. 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 15% or more annually and consist of the following energy efficiency elements:

1. HVAC
2. Mini-Split System

Total project cost: \$12,462.00

Total cost including financing and other charges: \$13,398.89

Total assessment payments to be collected: \$16,325.20

Annual assessment payment: \$1,632.52

Estimated semi-annual special assessments for 10 years: \$ 816.26

Number of semi-annual installments: 20

First annual installment due: January 31, 2021

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

County Taxable Year	Total Annual Assessment Parcel 06-01574	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	\$1,632.52	2021	\$ 816.26	\$ 816.26
2021	\$1,632.52	2022	\$ 816.26	\$ 816.26
2022	\$1,632.52	2023	\$ 816.26	\$ 816.26
2023	\$1,632.52	2024	\$ 816.26	\$ 816.26
2024	\$1,632.52	2025	\$ 816.26	\$ 816.26
2025	\$1,632.52	2026	\$ 816.26	\$ 816.26
2026	\$1,632.52	2027	\$ 816.26	\$ 816.26
2027	\$1,632.52	2028	\$ 816.26	\$ 816.26
2028	\$1,632.52	2029	\$ 816.26	\$ 816.26
2029	\$1,632.52	2030	\$ 816.26	\$ 816.26
Total Assessment	\$16,325.20		\$16,325.20	

EXHIBIT C

ENERGY PROJECT AGREEMENT

(See Attached)