



# BOARD OF COMMISSIONERS

1 S. Main St., 9<sup>th</sup> Floor  
Mount Clemens, Michigan 48043  
586.469.5125 ~ Fax: 586.469.5993  
www.macombBOC.com

## NOTICE OF MEETING

There will be a meeting of the **BOARD OF COMMISSIONERS** on Thursday, May 5, 2016, **IMMEDIATELY FOLLOWING A MEETING OF THE FINANCE COMMITTEE WHICH BEGINS AT 9 A.M., at Oakland University Anton/Frankel Center, 20 S. Main St., Room 126**, Mount Clemens (across the street from the Administration Building).

## PRELIMINARY AGENDA

1. Correspondence from Executive
2. **APPOINTMENTS:**  
County Executive with Board Concur
  - a) **MACOMB COUNTY ZOOLOGICAL AUTHORITY** (page 1)  
5 vacancies; 3 year terms upon appointment to December 31, 2018  
  
(5 applications are attached)
3. Presentation on Department of Health Mural Project/Laura Murphy, BOC
4. **COMMITTEE REPORTS:**
  - a) Government Operations, May 3 (to be provided)
  - b) Justice & Public Safety, May 4 (to be provided)
  - c) Health & Human Services, May 4 (to be provided)
  - d) Finance, May 5 (to be provided)

## MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair  
District 4

Kathy Tocco – Vice Chair  
District 11

Steve Marino – Sergeant-At-Arms  
District 10

Andrey Duzyj – District 1

Marvin Sauger – District 2

Veronica Klinefelt – District 3

Robert Mijac - District 5

James Carabelli – District 6

Don Brown – District 7

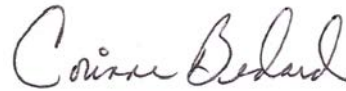
Kathy Vosburg – District 8

Fred Miller – District 9

Bob Smith – District 12

Joe Sabatini – District 13

5. Adopt Resolution Amending Resolution No. R13-257, Approving the Establishment of a Property Assessed Clean Energy (PACE) Program (offered by Flynn and Mijac) (page 17) (attached)
6. Approve Request from Commissioner Kathy Vosburg to be Excused from Absence for 5-4-16 Justice and Public Safety and Health and Human Services Committee meetings (attending a Community Conversation: Restoring Trust in Government/SEMCOG and MAC in partnership with the Center for Michigan)



---

**Corinne Bedard  
Committee Reporter**



---


## Macomb County Executive

### Mark A. Hackel

---

Mark F. Deldin  
Deputy County Executive

To: Dave Flynn, Board Chair

From: Mark A. Hackel, County Executive 

Date: April 11, 2016

Re: Macomb County Zoological Authority (MZA) Board

All MZA Board have expired terms and all members shared their interest in being reappointed. Please accept this memorandum as official notification that I appoint the following:

1. Matt Ahearn –Matt provides leadership and continuity to the MZA board as current board chair and board member since 2008.
2. Tom Kalkofen – Tom has been on the MZA board since 2008 and provides solid understanding of the role of a board member and has had a long standing career and experience within Macomb County government.
3. Elizabeth Green – Elizabeth has been a docent at the Zoo since 1996, MZA board since 2008 and is passionate to the promotion and success of the Zoo.
4. Grace Shore – Grace has been on the MZA board since 2012 and is the head of a prominent community organization, Macomb County Chamber of Commerce and she represents countywide interests.
5. Diana Rascano – Diana has been on the MZA since 2012 and is passionate about animal welfare and founded 4Paws, 1Heart an organization that funds medical treatment for abandoned and stray animals.

Attached you will find a copy of the applications for the above five appointments. Furthermore, all above names will fill 3 year terms to expire December 31, 2018.

MAH/PJL



**APPLICATION FOR APPOINTMENT  
MACOMB COUNTY BOARD OR COMMISSION**  
(Please note: Only legible applications can be considered)

**EXECUTIVE  
OFFICE**

OCT 29 2012

**RECEIVED**

I, Matthew Ahern hereby make application for appointment to the Zoo Authority  
(Name - Please print legibly)

for 4 from 2008-2013  
(Name of Board or commission - Please print legibly) (Number of Years) (Exact Dates of Appointment)

to 2013-2017

TO THE MACOMB COUNTY EXECUTIVE:  
STATE OF MICHIGAN)

ISS 363-88-0325

COUNTY OF MACOMB)

I reside at (Present Address): <u>23221 Robert John</u>	Since: <u>2007</u>	Citizen of: <u>US</u>
--	-----------------------	--------------------------

City: <u>St. Clair Shores</u>	State: <u>MI</u>	Zip Code: <u>48080</u>
----------------------------------	---------------------	---------------------------

Home Telephone Number: ( )	Work Telephone Number: ( )	Cell Phone Number: <u>(586) 747-3150</u>
-------------------------------	-------------------------------	---

E-mail Address: <u>Ahernmatt@Ymail.com</u>	I am at least 18 Years of Age: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Mailing Address (if different than above):	I am currently registered to vote: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

City:	State:	Zip Code:
-------	--------	-----------

Employer: <u>Self</u>	Telephone: ( )	Title: <u>Owner Welby's Frozen Custard</u>
--------------------------	-------------------	---

City: <u>St. Clair Shores</u>	State: <u>MI</u>	Zip Code: <u>48080</u>	Nature of Work:
----------------------------------	---------------------	---------------------------	-----------------

Education - Graduate from High School?:  Yes  No

Degree Received: <u>Electrical Trade</u>	Degree Received: <u>Serving man Electrician</u>	Degree Received:
---	--	------------------

I presently hold the following appointments and elected positions:

Title: <u>Chair M.C. Zoo Authority</u>	Appointment or Election Date: <u>2008</u>
---	--

Title:	Appointment or Election Date:
--------	-------------------------------

Title:	Appointment or Election Date:
--------	-------------------------------

**Previously held appointments and/or elected positions:**

Title: <i>S.C.S. City Council / Mayor Pro-Tem</i>	Dates Served: <i>2005 - 2009</i>
Title:	Dates Served:
Title:	Dates Served:

Have you ever been convicted of a felony? If yes, list each below: *NO*

Date of Offense:	Nature of Offense/Violation:	Name/Location of Court:	Penalty Imposed (if any) / Disposition:

Do you have a conflict of interest or a potential conflict of interest? Such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment): *NO*

List any family members who are or have been employed by Macomb County or are or have been elected to County Offices: *[Signature]*

Is this an application for reappointment?:

Yes    No

If so, how many years have you served on this board?:

*4*

Please indicate your attendance record for the term(s) served:

# of Meetings Attended: <i>20</i>	# of Meetings Held: <i>20</i>
--------------------------------------	----------------------------------

Comments/Clarification (only if necessary):

Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County:

I have been on this board from the start and think that I have a good grasp and working relationship with the other members and with the Board of the Det Zoo.

I hereby apply for appointment to: Zoo Authority Board or Commission

and do swear or affirm that (1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

I further certify that I can and will upon request substantiate all statements and information provided by myself on this application and that all statements are complete and correct to the best of my knowledge.

I also understand that any false statements or erroneous information provided in connection with this application may be cause for rejection of appointment.

[Signature]  
Signature

Matthew S. Brown  
Name (Print or Type)

10-29-12  
Date

Subscribed and sworn to before me this 29<sup>th</sup> day of October, 2012.  
Sarah Marie Cormier  
Notary Public, Macomb County, Michigan

6/19/19  
My Commission Expires:



Note: Applicants may - but it is not required - attach additional information pertaining to this Application for Appointment. Attachments may not exceed the maximum for each of the listed below:

- Resume - Up to one page
- Letter of Reference - up to two pages
- Letter of Intent - up to one page

The following is for Office use only: Appointment:  Approved  Denied  
Signature of Authorized Personnel



**APPLICATION FOR APPOINTMENT  
MACOMB COUNTY BOARD OR COMMISSION**  
(Please note: Only legible applications can be considered)

I, THOMAS J. KALKOFEN hereby make application for appointment to the ZOO AUTHORITY  
(Name - Please print legibly)

for 3 for JAN. 2013  
(Name of Board or commission - Please print legibly) (Number of Years) (Exact Dates of Appointment)

to DEC. 2015

I reside at (Present Address): <u>12402 FRANK DR.</u>	Since: <u>1999</u>	Citizen of: <u>UNITED STATES</u>
--	-----------------------	-------------------------------------

City: <u>ROMEO</u>	State: <u>MI</u>	Zip Code: <u>48065</u>
-----------------------	---------------------	---------------------------

Home Telephone Number: <u>(586) 336-0375</u>	Work Telephone Number: <u>( )</u>	Cell Phone Number: <u>(586) 651-0294</u>
---	--------------------------------------	---

E-mail Address: <u>tommergek@comcast.net</u>	I am at least 18 Years of Age: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Mailing Address (if different than above):	I am currently registered to vote: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

City:	State:	Zip Code:
-------	--------	-----------

Employer: <u>RETIRED</u>	Telephone: <u>( )</u>	Title:
-----------------------------	--------------------------	--------

City:	State:	Zip Code:	Nature of Work:
-------	--------	-----------	-----------------

Education - Graduate from High School?:  Yes  No

Degree Received: <u>MASTER PUBLIC HEALTH</u>	Degree Received: <u>B.S. ENV. HEALTH</u>	Degree Received:
---	---	------------------

I presently hold the following appointments and elected positions:

Title: <u>MACOMB COUNTY ZOO AUTHORITY</u>	Appointment or Election Date: <u>2008</u>
--	--

Title:	Appointment or Election Date:
--------	-------------------------------

Previously held appointments and/or elected positions:

Title: <u>JUVENILE JUSTICE ADVISORY BOARD</u>	Dates Served: <u>SEPT.'05 - FEB'10</u>
--	---

Title:	Dates Served:
--------	---------------

Have you ever been convicted of a felony? If yes, list below: **No**

Date of Offense:	Nature of Offense/Violation:	Name/Location of Court:	Penalty Imposed (if any) / Disposition:
------------------	------------------------------	-------------------------	---

Date of Offense:	Nature of Offense/Violation:	Name/Location of Court:	Penalty Imposed (if any) / Disposition:
------------------	------------------------------	-------------------------	---

Do you have a conflict of interest or a potential conflict of interest? Such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment): **No**

[Empty box for listing conflicts of interest]

List any family members who are or have been employed by Macomb County or are or have been elected to County Offices:

**MARGERY E. KALKOFEN - RETIRED HEARING TECH.**

Is this an application for reappointment?:

Yes  No

If so, how many years have you served on this board?:

**4 YEARS**

Please indicate your attendance record for the term(s) served:

# of Meetings Attended:	# of Meetings Held:
<b>13</b>	<b>13</b>

Comments/Clarification (only if necessary):

[Empty box for comments/clarification]

Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County:

**CURRENT MEMBER OF THE ZOO AUTHORITY AND CLEARLY UNDERSTAND THE RESPONSIBILITIES OF A BOARD MEMBER. PREVIOUS EXPERIENCE (16 YEARS) AS DIRECTOR/HEALTH OFFICER OF MACOMB COUNTY HEALTH DEPT. PROVIDES ADMIN. BACKGROUND NECESSARY TO MAKE TAXATION, AUDIT AND MANAGEMENT ISSUES THE PRIORITIES OF THE BOARD AND TO MAKE APPROPRIATE RECOMMENDATIONS.**



I hereby apply for appointment to: Macomb County Zoo Authority  
Board or Commission

and do swear or affirm that (1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

I further certify that I can and will upon request substantiate all statements and information provided by myself on this application and that all statements are complete and correct to the best of my knowledge.

I also understand that any false statements or erroneous information provided in connection with this application may be cause for rejection of appointment.

Thomas J. Kalkofen  
Signature

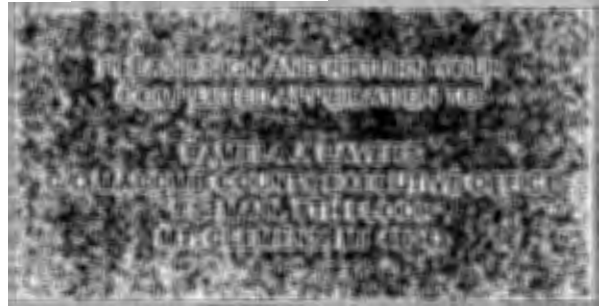
THOMAS J. KALKOFEN  
Name (Print or Type)

October 22, 2012  
Date

Subscribed and sworn to before me this 22nd day  
of October, 2012

Maureen Cicola  
Notary Public, Macomb County, Michigan  
Maureen Cicola  
December 16, 2017

My Commission Expires:



Note: Applicants may but are not required to attach additional information pertaining to this Application for Appointment. Attachments may include a resume, letter of reference, letter of intent and/or any other supporting documentation to support your interest in this appointment.

<i>For Executive Office use only:</i>		<i>Appointment made by Executive Office:</i>	
_____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____	Date
Signature of Authorized Personnel	<input type="checkbox"/> Requires Commission Approval	_____	Date Sent to Commission
<i>For BOC Office use only:</i>		<i>Appointment confirmed by BOC Office:</i>	
_____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____	Date
Signature of Authorized Personnel			

**EXECUTIVE OFFICE**

**OCT 24 2012**

**RECEIVED**



**APPLICATION FOR APPOINTMENT  
MACOMB COUNTY BOARD OR COMMISSION**  
(Please note: Only legible applications can be considered)

I, ELIZABETH GREEN hereby make application for appointment to the ZOO AUTHORITY  
(Name - Please print legibly)  
 for 3 from 1-1-13  
(Name of Board or commission - Please print legibly) (Number of Years) (Exact Dates of Appointment)  
 to 12-31-15

<b>I reside at (Present Address):</b> 32743 CAMBRIDGE DR	<b>Since:</b> 1991	<b>Citizen of:</b> USA
---	-----------------------	---------------------------

<b>City:</b> WARREN	<b>State:</b> MI	<b>Zip Code:</b> 48093
------------------------	---------------------	---------------------------

<b>Home Telephone Number:</b> (586) 264 8496	<b>Work Telephone Number:</b> (248) 967 7670	<b>Cell Phone Number:</b> (586) 945 3984
---	---	---

<b>E-mail Address:</b> elizabethxxx@wideopenwest.com	<b>I am at least 18 Years of Age:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

<b>Mailing Address (if different than above):</b>	<b>I am currently registered to vote:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
--------------	---------------	------------------

<b>Employer:</b> St John Providence	<b>Telephone:</b> (248) 967 7670	<b>Title:</b> PBS REP
--	-------------------------------------	--------------------------

<b>City:</b> MADISON HEIGHTS	<b>State:</b> MI	<b>Zip Code:</b> 48071	<b>Nature of Work:</b> Patient Registration
---------------------------------	---------------------	---------------------------	--

**Education - Graduate from High School?:**  Yes  No

<b>Degree Received:</b> ASSOCIATES DEGREE	<b>Degree Received:</b>	<b>Degree Received:</b>
--	-------------------------	-------------------------

**I presently hold the following appointments and elected positions:**

<b>Title:</b> ZOO AUTHORITY	<b>Appointment or Election Date:</b> 2008
--------------------------------	--

<b>Title:</b>	<b>Appointment or Election Date:</b>
---------------	--------------------------------------

**Previously held appointments and/or elected positions:**

<b>Title:</b>	<b>Dates Served:</b>
---------------	----------------------

<b>Title:</b>	<b>Dates Served:</b>
---------------	----------------------

Have you ever been convicted of a felony? If yes, list below: **NO**

Date of Offense:	Nature of Offense/Violation:	Name/Location of Court:	Penalty Imposed (if any) / Disposition:
------------------	------------------------------	-------------------------	---

Date of Offense:	Nature of Offense/Violation:	Name/Location of Court:	Penalty Imposed (if any) / Disposition:
------------------	------------------------------	-------------------------	---

Do you have a conflict of interest or a potential conflict of interest? Such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment):

**NO**

List any family members who are or have been employed by Macomb County or are or have been elected to County Offices:

**NONE**

Is this an application for reappointment?:

Yes  No

If so, how many years have you served on this board?: **4**

Please indicate your attendance record for the term(s) served:

# of Meetings Attended:	# of Meetings Held:
<b>16 ALL</b>	<b>16</b>

Comments/Clarification (only if necessary):

Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County:

I have been a docent at the Detroit Zoo since 1996. I have a very Keen Interest in the promotion + success of the Zoo.

I hereby apply for appointment to: ZOO AUTHORITY  
Board or Commission

and do swear or affirm that (1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

I further certify that I can and will upon request substantiate all statements and information provided by myself on this application and that all statements are complete and correct to the best of my knowledge.

I also understand that any false statements or erroneous information provided in connection with this application may be cause for rejection of appointment.

Elizabeth Green  
Signature

ELIZABETH GREEN  
Name (Print or Type)

10-22-12  
Date

Date

Subscribed and sworn to before me this 22 day  
of October, 20 12.

Sarah Connor  
Notary Public, Macomb County, Michigan

6/9/18  
My Commission Expires:

My Commission Expires:

PLEASE SIGN AND RETURN YOUR COMPLETED APPLICATION TO:  
**PAMELA J. LAVERS**  
C/O MACOMB COUNTY EXECUTIVE OFFICE  
1 S. MAIN, 8TH FLOOR  
MT. CLEMENS, MI 48043

Note: Applicants may but are not required to attach additional information pertaining to this Application for Appointment. Attachments may include a resume, letter of reference, letter of intent and/or any other supporting documentation to support your interest in this appointment.

<i>For Executive Office use only:</i>		<i>Appointment made by Executive Office:</i>	
_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	_____
Signature of Authorized Personnel	<input type="checkbox"/> Requires Commission Approval		Date
			Date Sent to Commission
<i>For BOC Office use only:</i>		<i>Appointment confirmed by BOC Office:</i>	
_____	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	_____
Signature of Authorized Personnel			Date



**APPLICATION FOR APPOINTMENT  
MACOMB COUNTY BOARD OR COMMISSION**  
(Please note: Only legible applications can be considered)

I, Grace Shore hereby make application for appointment to the \_\_\_\_\_  
(Name - Please print legibly)

Zoo Authority for \_\_\_\_\_ from \_\_\_\_\_  
(Name of Board or commission - Please print legibly) (Number of Years) (Exact Dates of Appointment)

to \_\_\_\_\_

I reside at (Present Address): <b>17305 Averhill Blvd</b>	Since: <b>2002</b>	Citizen of: <b>Macomb</b>
--	-----------------------	------------------------------

City: <b>Macomb</b>	State: <b>Mi</b>	Zip Code: <b>48042</b>
------------------------	---------------------	---------------------------

Home Telephone Number: <b>(586) 677-0607</b>	Work Telephone Number: <b>(586) 493-7600</b>	Cell Phone Number: <b>(586) 909-0088</b>
---	---	---

E-mail Address: <b>grace@macombcountychamber.com</b>	I am at least 18 Years of Age: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Mailing Address (if different than above): <b>28 First Street, Suite B</b>	I am currently registered to vote: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

City: <b>Mount Clemens</b>	State: <b>Mi</b>	Zip Code: <b>48043</b>
-------------------------------	---------------------	---------------------------

Employer: <b>Macomb County Chamber of Commerce</b>	Telephone: <b>(586) 493-7600</b>	Title: <b>CEO</b>
---	-------------------------------------	----------------------

City: <b>Mount Clemens</b>	State: <b>Mi</b>	Zip Code: <b>48043</b>	Nature of Work: <b>business organization</b>
-------------------------------	---------------------	---------------------------	---

**Education - Graduate from High School?:**  Yes  No

Degree Received: <b>Bachelor's in Administration</b>	Degree Received: <b>Masters of Science in Administration</b>	Degree Received:
---	---	------------------

**I presently hold the following appointments and elected positions:**

Title: <b>Make Macomb Your Home</b>	Appointment or Election Date:
--	-------------------------------

Title: <b>Community Corrections</b>	Appointment or Election Date:
--	-------------------------------

**Previously held appointments and/or elected positions:**

Title: <b>Macomb Building Authority</b>	Dates Served:
--	---------------

Title: <b>Macomb Economic Development Committee</b>	Dates Served:
--	---------------

Have you ever been convicted of a felony? If yes, list below:

Date of Offense:	Nature of Offense/Violation:	Name/Location of Court:	Penalty Imposed (if any) / Disposition:
------------------	------------------------------	-------------------------	---

Date of Offense:	Nature of Offense/Violation:	Name/Location of Court:	Penalty Imposed (if any) / Disposition:
------------------	------------------------------	-------------------------	---

Do you have a conflict of interest or a potential conflict of interest? Such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment):

List any family members who are or have been employed by Macomb County or are or have been elected to County Offices:

Is this an application for reappointment?:

Yes  No

If so, how many years have you served on this board?:

# of Meetings Attended:

# of Meetings Held:

Please indicate your attendance record for the term(s) served:

Comments/Clarification (only if necessary):

Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County:

I believe my appointment will benefit Macomb County because I have a keen interest in the zoo. I was instrumental in introducing Paul Good to key individuals in the County before the millage issue was put to the voters. The Macomb County Chamber also supported the millage proposal. I have a strong record of community involvement during my lifelong residency in the County.

I hereby apply for appointment to: Zoo Authority  
Board or Commission

and do swear or affirm that (1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

I further certify that I can and will upon request substantiate all statements and information provided by myself on this application and that all statements are complete and correct to the best of my knowledge.

I also understand that any false statements or erroneous information provided in connection with this application may be cause for rejection of appointment.

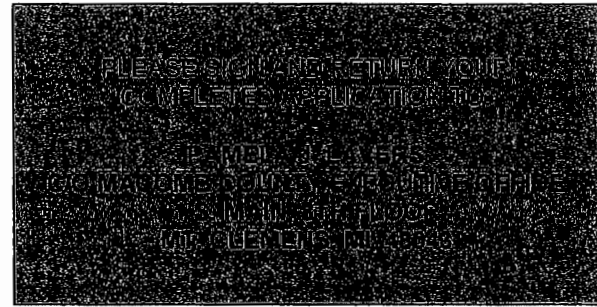
Grace M. Shore  
Signature  
Grace M. Shore  
Name (Print or Type)

10/23/12  
Date

Subscribed and sworn to before me this 23 day  
of October, 2012.

Sarah Marie Connor  
Notary Public, Macomb County, Michigan

6/9/19  
My Commission Expires:



Note: Applicants may but are not required to attach additional information pertaining to this Application for Appointment. Attachments may include a resume, letter of reference, letter of intent and/or any other supporting documentation to support your interest in this appointment.

Signature of Authorized Personnel	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date
	<input type="checkbox"/> Requires Commission Approval		Date Sent to Commission
Signature of Authorized Personnel	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date



**APPLICATION FOR APPOINTMENT  
MACOMB COUNTY BOARD OR COMMISSION**  
(Please note: Only legible applications can be considered)

I, DIANA RASCANO hereby make application for appointment to the \_\_\_\_\_  
(Name - Please print legibly)  
ZOO AUTHORITY for 3YRS from \_\_\_\_\_  
(Name of Board or commission - Please print legibly) (Number of Years) (Exact Dates of Appointment)  
to \_\_\_\_\_

TO THE MACOMB COUNTY EXECUTIVE:  
STATE OF MICHIGAN)  
)SS  
COUNTY OF MACOMB)

I reside at (Present Address): <u>29634 JEFFERSON</u>	Since: <u>1991</u>	Citizen of: <u>UNITED STATES</u>
--	-----------------------	-------------------------------------

City: <u>ST. CLAIR SHORES</u>	State: <u>MI</u>	Zip Code: <u>48082</u>
----------------------------------	---------------------	---------------------------

Home Telephone Number: <u>(586)296-8470</u>	Work Telephone Number: <u>( ) N/A</u>	Cell Phone Number: <u>(586)322-6488</u>
--	--	--

E-mail Address: <u>DJRASCANO@GMAIL.COM</u>	I am at least 18 Years of Age: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Mailing Address (if different than above): <u>N/A</u>	I am currently registered to vote: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

City: <u>N/A</u>	State: <u>N/A</u>	Zip Code: <u>N/A</u>
---------------------	----------------------	-------------------------

Employer: <u>N/A RETIRED</u>	Telephone: <u>( ) N/A</u>	Title: <u>N/A</u>
---------------------------------	------------------------------	----------------------

City: <u>N/A</u>	State: <u>N/A</u>	Zip Code: <u>N/A</u>	Nature of Work: <u>N/A</u>
---------------------	----------------------	-------------------------	-------------------------------

**Education - Graduate from High School?:**  Yes  No

Degree Received: <u>BBA - WALSH COLLEGE</u>	Degree Received:	Degree Received:
--	------------------	------------------

**I presently hold the following appointments and elected positions:**

Title: <u>ST. CLAIR SHORES COMMUNICATION COMMISSION</u>	Appointment or Election Date: <u>9/30/2011</u>
--	---

Title:	Appointment or Election Date:
--------	-------------------------------

Title:	Appointment or Election Date:
--------	-------------------------------



**Previously held appointments and/or elected positions:**

Title:	Dates Served:
Title:	Dates Served:
Title:	Dates Served:

**Have you ever been convicted of a felony? If yes, list each below:**

*No*

Date of Offense:	Nature of Offense/Violation:	Name/Location of Court:	Penalty Imposed (if any) / Disposition:

Do you have a conflict of interest or a potential conflict of interest? Such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment):

*No*

List any family members who are or have been employed by Macomb County or are or have been elected to County Offices: *NONE*

Is this an application for reappointment?:

Yes  No

If so, how many years have you served on this board?:

# of Meetings Attended:	# of Meetings Held:
-------------------------	---------------------

Please indicate your attendance record for the term(s) served:

Comments/Clarification (only if necessary):

Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County:

- 1) FOUNDER & PRESIDENT OF 4 PAWS 1 HEART; A 501(c)3 ORGANIZATION WHICH FUNDS MEDICAL TREATMENT FOR ABANDONED/STRAY COMPANION ANIMALS
- 2) RETIRED FROM DETROIT EDISON AS THE DIRECTOR OF CUSTOMER CREDIT SERVICE (TOTAL BUDGET \$25 MILLION+)
- 3) LEADERSHIP MACOMB BOARD MEMBER (17 YEARS) AND DIRECTOR OF PROGRAM DEVELOPMENT.
- 4) FORMER MEMBER OF MACOMB COMMUNITY SERVICE AGENCY ADVISORY BOARD AND FORMER CHAIR OF MACOMB FOOD PROGRAM BOARD.

I hereby apply for appointment to: ZOO AUTHORITY Board or Commission

and do swear or affirm that (1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

I further certify that I can and will upon request substantiate all statements and information provided by myself on this application and that all statements are complete and correct to the best of my knowledge.

I also understand that any false statements or erroneous information provided in connection with this application may be cause for rejection of appointment.

10/26/12  
Date

Diana Pascano  
Signature  
DIANA RASCAVO  
Name (Print or Type)

Subscribed and sworn to before me this \_\_\_\_\_  
26<sup>th</sup> day of October, 2012.  
Sarah Marie Cormier  
Notary Public, Macomb County, Michigan

6/19/19  
My Commission Expires:

PLEASE SIGN AND RETURN YOUR COMPLETED APPLICATION TO:  
**PAMELA LAVERS**  
C/O MACOMB COUNTY EXECUTIVE OFFICE  
1 S. MAIN, 8TH FLOOR  
MT. CLEMENS, MI 48043

Note: Applicants may - but it is not required - attach additional information pertaining to this Application for Appointment. Attachments may not exceed the maximum for each of the listed below:

- Resume - Up to one page
- Letter of Reference - up to two pages
- Letter of Intent - up to one page

The following is for Office use only: Appointment:

\_\_\_\_\_  
Signature of Authorized Personnel

Approved  Denied

**2015 RESOLUTION NO. R13-257**

*Official Resolution of the Board of Commissioners  
Macomb County, Michigan*

**A Resolution Approving the Establishment of a  
Property Assessed Clean Energy (PACE) Program**

**Commissioner Robert Mijac, on Behalf of the Board of Commissioners,  
Offers the Following Resolution:**

WHEREAS, the Board of Commissioners of Macomb County, Michigan previously has adopted R13-182, a Resolution of Intent to authorize the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the Board of Commissioners hereby finds that financing energy projects is a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County; and

WHEREAS, the types of energy projects, either energy efficiency improvements or renewable energy systems, that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; and

WHEREAS, the Board of Commissioners conducted a public hearing on October 9, 2013, at 9:00am, in One South Main Street, 9th Floor, Mount Clemens, Michigan, 48043 to receive comments on the proposed PACE Program, including the Report referenced in Section 9(1) of Act 270 (the “PACE Report”); and

WHEREAS, the Board of Commissioners intends to establish a PACE Program as described in the PACE Report, so as to provide a property owner based method of financing and funds for energy projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed, impaired or used in connection with any project as required by, and subject to Act 270.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The PACE Program for the County is established and approved.
2. The PACE district, having the same boundaries as the County's jurisdictional boundaries, is established.
3. The PACE Program constitutes a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County.
4. The PACE Report is incorporated herein in full by reference, and is approved and adopted.
5. The County formally joins Lean & Green Michigan™ and Levin Energy Partners, LLC is designated as PACE administrator to administer the PACE Program.
6. In accordance with the PACE Report, amendments to the PACE Program shall not require a public hearing, with the exception of amendments regarding property eligibility parameters found in paragraph 11 of the PACE Report.
7. In accordance with Act 270, an assessment imposed under the PACE Program, including any interest on the assessment and any penalty, shall constitute a lien against the property on which the assessment is imposed until the assessment, including any interest or penalty, is paid in full. The lien runs with the property and has the same priority and status as other property tax and assessment liens. The commercial lender's enforcement of the PACE lien shall not impair the collection of other taxes and assessments. If the County Treasurer forecloses on the property subject to the PACE lien the commercial lender shall have the right to redeem and if the lender fails to redeem the judgment of tax foreclosure shall not extinguish the lien for future installments of the PACE assessment pursuant to MCL 211.78k(5)(c). When the assessment, including any interest and penalty, is paid, the lien shall be removed from the property. The authorized officials are authorized and directed to execute and deliver any special assessment agreement, document or certificate necessary or appropriate to create, establish and record an assessment under the PACE Program.
8. Under owner-arranged financing the record owner may pay the commercial lender directly.

9. The County may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the County's PACE Program, in whole or in part, and the authorized officials are authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by Act 270 or other applicable law.

10. The County Executive and County Treasurer or their lawful designees, are authorized to sign necessary documents, agreements or certificates, and to take all other actions necessary or convenient to implement a PACE Program consistent with the PACE Report, the Macomb County Charter and applicable law. Signatures of both the Executive/designee and Treasurer/designee shall be required on any agreement. All Agreements shall be approved by the Commission.

11. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

Dave Flynn  
Chair, Macomb County Commission  
Commissioner, District 4

Robert Mijac  
Macomb County Commissioner, District 5

Carmella Sabaugh  
Macomb County Clerk/Register of Deeds

*Passed at October 13, 2013 Full Board Meeting*

**2016 RESOLUTION NO. \_\_\_\_\_**

*Official Resolution of the Board of Commissioners  
Macomb County, Michigan*

**A Resolution Amending Resolution No. R13-257,  
Approving the Establishment of a Property Assessed Clean Energy (PACE) Program**

**Commissioner Robert Mijac, on Behalf of the Board of Commissioners,  
Offers the Following Resolution:**

WHEREAS, the Board of Commissioners of Macomb County, Michigan previously has adopted R13-157, a Resolution approving the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the Board of Commissioners conducted a public hearing on October 9, 2013, at 9:00am, in One South Main Street, 9th Floor, Mount Clemens, Michigan, 48043 to receive comments on the proposed PACE Program, including the Report referenced in Section 9(1) of Act 270 (the “PACE Report”); and

WHEREAS, the Board of Commissioners established a PACE Program as described in the PACE Report, so as to provide a property owner based method of financing and funds for energy projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed, impaired or used in connection with any project as required by, and subject to Act 270; and

WHEREAS, the Board of Commissioners hereby finds that financing energy projects is a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County; and

WHEREAS, the types of energy projects, either energy efficiency improvements or renewable energy systems, that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or

materials approved as a utility cost-savings measure by the Board of Commissioners; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill.

NOW THEREFORE BE IT RESOLVED that the Macomb County Board of Commissioners amends Resolution No. R13-257, approving the establishment of a Property Assessed Clean Energy (PACE) Program and adopts the amended PACE Program attached in Exhibit A below.

BE IT FURTHER RESOLVED that paragraphs 5 and 10 of Resolution No. R13-257 be replaced with the following:

5. Levin Energy Partners, LLC is designated as the County's non-exclusive PACE administrator.

10. The County Executive and County Treasurer or their lawful designees, are authorized to sign necessary documents, agreements or certificates, and to take all other actions necessary or convenient to implement a PACE Program consistent with the PACE Report, the Macomb County Charter and applicable law. Signatures of both the Executive/designee and Treasurer/designee shall be required on any agreement.

BE IT FURTHER RESOLVED that all other provisions of the PACE Program not amended herein shall remain in full force and effect.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

BE IT FURTHER RESOLVED that digital copies of this resolution be provided to the Macomb County Executive Mark Hackel; Macomb County Treasurer Derek Miller; Macomb County Corporation Counsel John Schapka; Macomb County Finance Director Stephen Smigel; Macomb County Planning and Economic Development Director John Paul Rea; Levin Energy Partners President Andy Levin; and all members of the Macomb Area Communities for Regional Opportunities (MACRO).

---

Dave Flynn  
Chair, Macomb County Commission  
Commissioner, District 4

---

Robert Mijac  
Macomb County Commissioner, District 5

---

Carmella Sabaugh  
Macomb County Clerk/Register of Deeds

*Passed at \_\_\_\_\_ Full Board Meeting*

DRAFT



*Exhibit A:  
Macomb County, Michigan PACE Program Report*

DRAFT



# CHARTER COUNTY OF MACOMB, MICHIGAN PROPOSED PACE PROGRAM

OCTOBER NOVEMBER MAY 201356

---



MILLER  
CANFIELD

**TABLE OF CONTENTS**

	<u>Page</u>
Executive Summary .....	1
Lean & Green Michigan™ PACE Program Report.....	2
APPENDIX A – PACE Special Assessment Agreement .....	9
APPENDIX B – PACE Program Application .....	25
APPENDIX C – Program Eligibility Checklist.....	30
APPENDIX D – PACE Special Assessment Parcel.....	31
APPENDIX E – PACE Special Assessment Roll.....	32
APPENDIX F – Payment Schedule.....	33
APPENDIX G – Lender Consent and Acknowledgement .....	34
APPENDIX H – Description of Improvements.....	36
APPENDIX I – Source of Private Financing.....	37

## **Lean & Green Michigan™ PACE Program**

### **Executive Summary**

Public Act No. 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan™ (“LAGM”) has developed a collaborative approach to initiating PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and administered. Several local units of government throughout the state have or are in the process of joining LAGM utilizing a “shared services” approach to eliminate upfront and ongoing program costs. Further, this approach allows property owners to utilize a standardized process for PACE financing as they pursue PACE support in multiple jurisdictions throughout the state.

This documentation package includes the report required by Section 9 of Act 270 and provides model forms of documents for the PACE program. As many of the details of a PACE transaction are determined on a project specific basis, adjustments to the model documents may be required to fit a particular transaction. Additionally, there are several blanks left in the documents that should be filled in when the corresponding information is known.



**CHARTER COUNTY OF MACOMB, MICHIGAN  
PROPOSED PACE PROGRAM**

OCTOBER NOVEMBERMAY 201356

---

## TABLE OF CONTENTS

	<u>Page</u>
Executive Summary .....	1
Lean & Green Michigan™ PACE Program Report.....	2
APPENDIX A – PACE Special Assessment Agreement .....	9
APPENDIX B – PACE Program Application .....	25
APPENDIX C – Program Eligibility Checklist.....	30
APPENDIX D – PACE Special Assessment Parcel.....	31
APPENDIX E – PACE Special Assessment Roll.....	32
APPENDIX F – Payment Schedule.....	33
APPENDIX G – Lender Consent and Acknowledgement .....	34
APPENDIX H – Description of Improvements.....	36
APPENDIX I – Source of Private Financing.....	37

## **Lean & Green Michigan™ PACE Program**

### **Executive Summary**

Public Act No. 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan™ (“LAGM”) has developed a collaborative approach to initiating PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and administered. Several local units of government throughout the state have or are in the process of joining LAGM utilizing a “shared services” approach to eliminate upfront and ongoing program costs. Further, this approach allows property owners to utilize a standardized process for PACE financing as they pursue PACE support in multiple jurisdictions throughout the state.

This documentation package includes the report required by Section 9 of Act 270 and provides model forms of documents for the PACE program. As many of the details of a PACE transaction are determined on a project specific basis, adjustments to the model documents may be required to fit a particular transaction. Additionally, there are several blanks left in the documents that should be filled in when the corresponding information is known.



## CHARTER COUNTY OF MACOMB, MICHIGAN

### PACE PROGRAM REPORT

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Act 270. Additional information is available from the Charter County of Macomb (“Macomb County”). The PACE Program and Report were approved and amended by the Macomb County Board of Commissioners on ~~October 10~~May XX, 20163 by way of Resolution No. ~~R13-25716-XXX~~, subsequent to a public hearing held on ~~October 9~~May XX, 20163.



## INTRODUCTION

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in Macomb County, the Board of Commissioners established the Macomb County Property Assessed Clean Energy Program pursuant to Public Act No. 270 of 2010 (“Act 270”) by joining Lean & Green Michigan™ (“LAGM,” the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance the implementation of energy efficiency improvements, renewable energy systems and energy projects within the Macomb County PACE district (which is coterminous with Macomb County jurisdictional boundaries).

The Macomb County Board of Commissioners adopted the Resolution of Intent to Adopt the PACE program for the County on August 8<sup>th</sup>, 2013, ~~Public Hearing will take place on, 2013, and on October 10, 2013 by way of Resolution No. R13-257, subsequent to a public hearing held on October 9, 2013, adopted to establish the Macomb County PACE Program. The PACE Program was amended on May XX, 2016 by way of Resolution No. R16-XX, subsequent to a public hearing held on May XX, 2016.~~

The purpose of this PACE Report (hereinafter the “Report”) is to fulfill the requirements of Act 270. Section 9 of Act 270 requires a Report that includes: a form of contract between Macomb County and the record owner; identification of an official authorized to enter into program contracts on behalf of Macomb County; a maximum aggregate amount for financing under the program; an application process and eligibility requirements; a method for determining interest rates, repayment periods and the maximum amount of assessment; explanation of how assessments will be made and collected; a plan for raising capital; information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the energy project; a requirement of an appropriate ratio of the amount of assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audits, ongoing savings measurements and performance guarantees for projects over \$250,000 in assessments.

## 1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project specific terms to be included in the model Agreement based upon the specific energy efficiency and renewable energy improvements that are subject of the individual agreement, subject to the limitations set forth herein.

## 2. Authorized Officials/PACE Administrator/~~Legal Counsel~~

The County Executive, or his designee, and the County Treasurer, or his designee (the “Authorized Official(s)”) are authorized to enter into PACE Program contracts on behalf of Macomb County in consultation with Levin Energy Partners, LLC (“LEP”), ~~such agreements shall conform to the parameters set forth herein and shall be subject to approval by the Macomb County Commission.~~ The Authorized Officials ~~is~~ are further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

As part of Lean & Green Michigan™, LEP will act as PACE administrator ~~to administer~~ of Macomb County’s PACE Program. LEP is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program. LEP and the Authorized Officials are authorized to assist PACE project applicants in obtaining owner-arranged financing. Macomb County shall not be responsible for the fees of LAGM and LEP, which LEP shall collect as administrative fees on each PACE project from the private parties involved.

~~Miller, Canfield, Paddock & Stone, P.L.C. (“PACE Counsel”) will act as legal counsel to coordinate with the Authorized Official and LEP in the review of each PACE project being considered for approval by Macomb County to assure compliance with Act 270 and the PACE Program. If Macomb County is represented by PACE Counsel in matters unrelated to the PACE project being considered, the Authorized Official is authorized to waive and consent to PACE Counsel’s continued representation of Macomb County. Macomb County shall not be responsible for the fees of Lean & Green Michigan, LEP and PACE Counsel under any circumstances.~~

## 3. Financing Parameters

The dollar amount for financing of a particular project will be established by the property owner seeking to make the property improvement and the commercial lender seeking to finance the energy improvements. The maximum aggregate annual dollar amount for all financing to be provided by Macomb County shall be established not less often than annually and may be adjusted and amended by the Board of Commissioners.

#### 4. Application Process/Eligibility Requirements

##### **Application Process:**

The application process for financing projects under the Program shall be those of LAGM. The current application form is attached as **Appendix B**. This form may be changed or amended as necessary by LEP as subject to approval by the County Executive, and County Treasurer.

##### **Eligibility Requirements:**

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LEP as subject to approval by the County Executive, and County Treasurer. The current list of eligibility requirements is attached as **Appendix C**.

#### 5. Financing Terms of Assessments

For funds supplied by commercial lenders, the interest rate for PACE special assessment installments will be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project specific basis and shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project specific basis between the property owner and the entity providing the financing based upon the specific energy efficiency improvement(s) and/or renewable energy system(s) included in the individual PACE Special Assessment Agreement.

#### 6. Assessment Collection Process

Based upon the request of the Authorized Officials, within the parameters set forth herein, he will determine to authorize commercial lenders to provide financing to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Officials will find is especially benefited in proportion to the costs of the energy improvements.

The PACE special assessment, as allocated by the Authorized Officials on behalf of Macomb County without objection by the property owner, will be finally established against the property and the energy projects to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and delivery of the PACE Special Assessment Agreement by the property owner.

#### 7. Financing Program

LAGM is developing and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, Macomb County helps its constituent property owners gain access to private capital made available through the statewide program. Macomb County authorizes the use of owner-arranged financing from commercial lenders to finance qualified energy projects under the Program.

## **8. Reserve Fund**

By participating in LAGM, Macomb County assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”). Such financing mechanism can similarly be used to finance a reserve fund.

## 9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project specific basis and will depend on the size, nature and complexity of the energy project(s) and financing mechanism(s) involved.

## 10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years and will be determined on a project specific basis by LEP. Projects involving multiple energy efficiency improvements and/or renewable energy systems may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.

## 11. Property Eligibility Parameters

~~The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. In calculating the appropriate ratio, the parties may use either: 1) the market value of the property before the PACE project; or 2) the expected post PACE project market value of the property including the value of the project.~~

- ~~— If the parties calculate an appropriate ratio pre-project, energy projects shall generally not exceed 25% of market value of the property prior to the PACE project as agreed to by the parties using a proper measure such as a recent appraisal or two times the State Equalized Value.~~
- ~~— If the parties calculate an appropriate ratio that includes the value of the PACE project, total indebtedness of the property shall not exceed the market value of the property prior to the PACE project as agreed to by the parties using a proper measure such as a recent appraisal or two times the State Equalized Value, plus 75% of the value of the PACE project.~~

~~LEP and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis.~~

~~The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the parties may determine the market value of the property using either: 1) the market value of the property before the PACE project as agreed to by the parties using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the parties using a proper measure such as an appraisal of the future value of the property or as determined based on the current market value of the property plus 75% of the value of the PACE project.~~

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property, if the parties calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 85% of the market value of the property. If the parties calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 80% of the market value of the property.

Authorized Officials may permit projects that exceed these values for reasonable cause on a case-by-case basis.

~~As set forth in the PACE Special Assessment Agreement, energy projects shall generally not exceed 25% of the State Equalized Value, in the year prior to completion of the application; and the lien to value ratio of the property cannot exceed 70% of two times the State Equalized Value in the year prior to completion of the application (does not include energy assessment amount). The Authorized Official may permit projects that exceed 25% of State Equalized Value for good cause on a case-by-case basis in consultation with LEP.~~

## **12. Mortgage Consent Requirement**

As set forth in the PACE Special Assessment Agreement, if a property is subject to a mortgage then the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted with the PACE Program Application. A form of model lender consent to participate in a PACE Program is attached as **Appendix G**.

## **13. Marketing Program**

LAGM has developed an ongoing marketing and participant education program. By joining LAGM, Macomb County gains access to this program and agrees to partner with LAGM in educating businesses in Macomb County about opportunities to save energy, save money and improve their property value and the County authorizes the use of Macomb County's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: [www.leanandgreenmi.com](http://www.leanandgreenmi.com); or at Macomb County's website at <http://macombgov.org/http://www.macombcountymi.gov>.

## **14. Quality Assurance and Antifraud Measures**

LAGM includes the following quality assurance and antifraud measures:

i. Business integrity review on clean energy contractors conducted by Michigan Saves;

~~ii. Background check process on clean energy contractors conducted by Michigan Saves; and~~

~~iii. Other general due diligence as may be necessary or required.~~

~~LAGM includes the following quality assurance and antifraud measures:~~

~~i. Business integrity review;~~

~~ii. Background check process; and~~

~~iii. Other general due diligence as may be necessary or required.~~

## **15. Audit Requirement**

~~As set forth in the PACE Program Application, a baseline energy audit must be completed before an energy project is undertaken. Each contract will require and provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.~~

~~As set forth in the PACE Program Application, a baseline energy audit conducted by a third-party approved by the Authorized Official and LEP must be completed before an energy project is undertaken. Each contract will require and provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment, to be conducted by independent third parties and/or dedicated software, as determined appropriate by the Authorized Official and LEP for each project. LEP shall conduct an independent technical and financial review of the audit at the property owners expense, as part of the application process for projects under the PACE Program.~~

## **16. Projects Over \$250,000**

As set forth in the PACE Special Assessment Agreement, energy projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one (1). Provisions to provide for ongoing measurements and to provide performance guarantees shall be included with the PACE Program Application, attached as **Appendix B**.

## **17. Role of PACE Counsel**

~~The Miller Canfield law firm serves as PACE Counsel in partnership with LEP for Macomb County and certain other Lean & Green Michigan PACE districts. In its role as PACE Counsel, Miller Canfield will provide legal services for PACE projects financed by the issuance of bonds or notes or with public funds available to Macomb County. For privately financed PACE projects, LEP will provide or arrange for any necessary legal services in conjunction with the Authorized Official.~~

## **178. Amendments to the Program**

A public hearing shall not be required to amend this Program. LEP shall obtain the approval of the Authorized Officials for amendments to the Macomb County PACE program. LEP may amend the Macomb County PACE program as necessary from time to time, except for paragraph 11. Paragraph 11 may be amended only after holding a public hearing on such amendments.



\_\_\_\_\_  
SPACE ABOVE FOR RECORDING PURPOSES \_\_\_\_\_

**PACE SPECIAL ASSESSMENT AGREEMENT**

*between*

**CHARTER COUNTY OF MACOMB, MICHIGAN**

*and*

\_\_\_\_\_

**Dated** \_\_\_\_\_, 20\_\_

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I (Definitions).....	11
ARTICLE II (Description of Improvements) .....	13
ARTICLE III (Covenants of <u>NAME OF ENTITY</u> ).....	13
ARTICLE IV (Covenants of the Charter County of Macomb) .....	13
ARTICLE V (PACE Special Assessment) .....	14
ARTICLE VI (Conditions Precedent) .....	17
ARTICLE VII (Representations and Warranties).....	18
ARTICLE VIII (Default) .....	19
ARTICLE IX (Miscellaneous).....	20

**Draft PACE Special Assessment Agreement  
APPENDIX A**

**PACE SPECIAL ASSESSMENT AGREEMENT**

**THIS PACE SPECIAL ASSESSMENT AGREEMENT** (the “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (the “**Property Owner**”), a \_\_\_\_\_, whose address is \_\_\_\_\_, and the Charter County of Macomb whose address is One South Main, Mount Clemens, Michigan 48043.

**RECITALS:**

A. Macomb County desires to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare.

B. Act No. 270, Public Acts of Michigan, 2010 provides that Macomb County may create a special assessment to defray the cost of certain energy improvements and that a special assessment may be levied in connection therewith, whereby the property owner(s) benefited thereby shall contribute toward the cost thereof.

C. Based upon the authority set forth in the Lean & Green Michigan™ (“**LAGM**”) PACE Program Report approved by Resolution, adopted on \_\_\_\_\_, 20\_\_, the parties have determined that it is necessary and appropriate to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, Property Owner and Macomb County hereby enter into this Agreement and covenant and agree as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01      Definitions**

(a) The capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

(b) “**Act 270**” means Act No. 270, Public Acts of Michigan, 2010, commonly referred to as the PACE Act.

(c) “**Agreement**” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(d) “**Authorized Official**” means NAME OF OFFICIAL, or his/her designee, who is authorized to enter into this agreement under the Lean & Green Michigan™ PACE Program.

(e) “**Energy Efficiency Improvement**” means equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-

**Draft PACE Special Assessment Agreement  
APPENDIX A**

reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners.

(f) **“Energy Project”** means the installation or modification of an energy efficiency improvement or the acquisition, installation, or improvement of a renewable energy system.

(g) **“Force Majeure”** means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(h) **“Lean & Green Michigan™”** shall mean a consortium of local units of government and private entities involved in facilitating PACE-financed transactions.

(i) **“LEP”** shall mean Levin Energy Partners, LLC, a Michigan Limited Liability Company.

(j) **“Municipality”** means the Charter County of Macomb, its coordinate agencies and political subdivisions and their respective successors and assigns.

(k) **“Owner-Arranged Financing”** means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by or supported by the Municipality.

(l) **“PACE”** shall mean Property Assessed Clean Energy as defined in Act 270.

(m) **“PACE Program”** shall mean a program implemented by a municipality to stimulate energy efficiency and renewable energy projects in conformity with Act 270.

(n) **“Renewable Energy Improvement”** means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity. Renewable energy includes a biomass stove but does not include an incinerator or digester.

**Draft PACE Special Assessment Agreement  
APPENDIX A**

(o) “**Special Assessment**” means the money obligation created pursuant to this Agreement, used to defray the cost of the Improvements and which shall, until paid, be a lien upon the Special Assessment Parcel (as defined below) of the same priority and status as other property tax liens and other assessment liens as provided in Act 270.

(p) “**Special Assessment District**” means the Special Assessment District established as part of the LAGM™ PACE Program pursuant to Act 270.

(q) “**Special Assessment Parcel**” means the property to which one hundred percent (100%) of the Special Assessment Roll has been spread by Macomb County and which is more particularly described on the attached **Appendix D**.

(r) “**Special Assessment Roll**” means the roll of properties with a PACE Special Assessment that sets forth a description of the property, the amount of the assessment, and the name of the person to whom the property was assessed, and as set forth by the Authorized Official, attached as **Appendix E**.

## ARTICLE II

### DESCRIPTION OF IMPROVEMENTS

#### **Section 1.02      Description of Improvements**

(a) The Improvements to be constructed, installed and financed under the PACE Program are described in **Appendix H** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix H** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and may be added to the original application as a modification; or submitted as a new project at the discretion of LEP and the Authorized Officials.

## ARTICLE III

### COVENANTS OF NAME OF ENTITY

#### **Section 1.03      Acquisition, Construction and Installation of the Project**

(a) NAME OF ENTITY, shall acquire, construct and install the Improvements as described in **Appendix H**.

## ARTICLE IV

### COVENANTS OF MACOMB COUNTY

**Section 1.04** [Project specific provisions related to collection of PACE special assessments, such provisions may include a requirement to turn over delinquent special

**Draft PACE Special Assessment Agreement  
APPENDIX A**

assessments to the County Treasurer for collection as determined by the Authorized Official~~s~~ and LEP].

**ARTICLE V**

**PACE SPECIAL ASSESSMENT**

**Section 1.05      PACE Special Assessment Created**

(a) The Board of Commissioners has determined to establish a PACE Program and allow the financing of Improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official~~s~~ under the PACE Program finds is especially benefited in proportion to the costs of the Improvements. The Special Assessment Roll has been spread by the Authorized Official~~s~~ and this Agreement without objection by NAME OF ENTITY to allocate one hundred percent (100%) of the special assessment levy created hereby to the Special Assessment Parcel.

(b) The PACE special assessment, as allocated by the Authorized Official~~s~~ without objection by NAME OF ENTITY, is hereby finally established against the property and the Improvements now located or to be constructed on the Special Assessment Parcel as described on the attached **Appendix D** in an amount of: AMOUNT OF FINANCING Dollars (\$                    ) as stated on the Special Assessment Roll attached hereto as **Appendix E**. The PACE special assessment is effective immediately upon the execution and delivery of this Agreement by NAME OF ENTITY. The amount of the PACE special assessment set forth in the Special Assessment Roll may be reduced as agreed between the NAME OF ENTITY and Macomb County [include any security provisions required by owner-arranged financing]. Delinquent PACE special assessment payments [shall/shall not] be turned over to the County Treasurer pursuant to the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.155. The Authorized Official~~s~~ hereby confirms the Special Assessment Roll attached hereto as **Appendix E** and a payment schedule for the PACE special assessment payments due attached hereto as **Appendix F** (the “Payment Schedule”).

**Section 1.06      Agrees to PACE Special Assessment; Waiver**

(a) NAME OF ENTITY, hereby irrevocably agrees and confirms the creation of the Special Assessment Roll established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING THE LEGALITY, VALIDITY OR COLLECTIBILITY OF THE PACE SPECIAL ASSESSMENT, including, but not limited to, claims arising from or based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, Macomb County’s right to place the special assessment lien on the Special Assessment Parcel, the collectibility and due dates of the PACE special assessment installments, or any other theory or claim. NAME OF ENTITY further waives notice of hearing and the right to file objections.

**Draft PACE Special Assessment Agreement  
APPENDIX A**

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of any PACE special assessment, and NAME OF ENTITY, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the PACE special assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) NAME OF ENTITY shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the PACE special assessment to any successors in interest, lessees, purchasers or assigns and made a copy as part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which NAME OF ENTITY purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by Macomb County with the Macomb County Register of Deeds.

(d) Macomb County agrees that following payment in full of the PACE special assessment, as same may be expanded and/or amended, to promptly execute and deliver documentation discharging the County's interest with respect to the property. Until the PACE special assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the PACE special assessment; (ii) agreeing to the assumption of the liability to pay the PACE special assessment on a timely basis, when due, until the remaining balance and interest on said PACE special assessment has been paid in full; and (iii) acknowledging that the title insurance policy will state that the PACE special assessment has not been paid at time of closing thereon.

(e) NAME OF ENTITY agrees that it, its successors and assigns shall, during the term of this Agreement and the PACE special assessment, pay all ad valorem real property taxes and assessments levied against the property when due and NAME OF ENTITY specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in Macomb County.

**Section 1.07      Lien**

(a) The PACE special assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be and continue to be a lien upon all such property assessed for the amount of the PACE special assessment and all interest and charges apportioned to such property which may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the General Property Tax Act, and shall be treated as such with respect to procedures for collection, including accrued interest and penalties. The PACE special assessment confirmed hereby is a debt to Macomb County that has been assigned to NAME OF ENTITY and its successors in interest, lessees, purchasers and assigns. The transfer of title to all or any part of the Special Assessment Parcel shall not, in and of itself, trigger an acceleration of the

**Draft PACE Special Assessment Agreement  
APPENDIX A**

PACE special assessment. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the assessment as may have been equitably or lawfully charged and assessed thereon. Failure of NAME OF ENTITY or any subsequent property owner to receive any notice required to be sent shall not invalidate any PACE special assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

**Section 1.08      Installment Payments**

- (a) Payments shall be made in accordance with attached **Appendix F**.

**Section 1.09      Delinquent Payments**

(a) In the event the payment by NAME OF ENTITY of a PACE special assessment installment shall be due and unpaid for more than NUMBER OF DAYS ( ) days, then such installment shall be deemed delinquent and NAME OF ENTITY shall pay thereon, in addition to the interest described above, an administrative fee in an amount equal to the product of unpaid balance due multiplied by an annual rate equal to \_\_% over the annual rate of interest borne by the bonds, multiplied by the number of days that the same remains unpaid and then divided by 365, together with the costs of collection, including actual attorneys' fees. All such amounts shall constitute a lien against the Special Assessment Parcel. [To be modified depending on terms of owner-arranged financing].

**Section 1.10      Use of Assessment**

(a) [To be determined based on owner-arranged financing; provided, however, the Authorized Officials shall ensure that such uses include payment of any application, administration or legal fees associated with the PACE project. Payment shall be made directly to the financing source and not through the traditional assessment collection process]

**Section 1.11      Invalidity; Cure**

(a) In the event of any invalidity of the PACE special assessment because of irregularity in the proceedings, or the adjudgment of the PACE special assessment as illegal by a court of competent jurisdiction, the Authorized Officials may cause a new special assessment to be made for the Improvements, and NAME OF ENTITY, on behalf of itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Improvements as reasonably determined by the County, hereby waives any objections to and agrees to the imposition of such new PACE special assessment. [Authorized Officials to make modifications for owner-arranged financing to limit discretion to change Special Assessment Roll and to obligate itself to revise the Special Assessment Roll to ensure owner-arranged financial institution is made whole.]



## ARTICLE VI

### CONDITIONS PRECEDENT

#### **Section 1.12      Conditions Precedent to Macomb County's Obligations**

(a) The obligations of Macomb County to approve owner-arranged financing between NAME OF ENTITY and a third-party financing source are subject to the following conditions precedent as required herein, or waived in writing by Macomb County, except as specifically hereinafter provided:

(b) The County and NAME OF ENTITY shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(c) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which NAME OF ENTITY or Macomb County is a party, or is threatened in writing against NAME OF ENTITY or Macomb County, contesting the validity or binding effect of this Agreement, the PACE special assessment which could result in an adverse decision that may have a material adverse effect upon the ability of NAME OF ENTITY to pay, or Macomb County to levy and collect the PACE special assessments to pay the bonds or to pay a third-party financing source, including, without limitation, any determination by any agency or official as to the ability to levy the PACE special assessments, or which would have a material adverse effect on NAME OF ENTITY or Macomb County's ability to comply with any of the obligations and terms of this Agreement.

(d) There shall be no ongoing breach of any of the covenants and agreements of NAME OF ENTITY required to have been observed or performed by NAME OF ENTITY under the terms of this Agreement and no Event of Default by NAME OF ENTITY or no event which with notice or the passage of time could become an Event of Default by NAME OF ENTITY under this Agreement shall have occurred.

(e) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by NAME OF ENTITY to Macomb County's reasonable satisfaction and shall have been appended hereto.

(f) No objection shall have been made by NAME OF ENTITY or any other party claiming an interest in the Special Assessment Parcel at Macomb County's Board of Commissioners meeting at the time the Authorized Official~~s~~ has spread the roll.

(g) NAME OF ENTITY shall meet all eligibility requirements as set forth in **Appendix C**.

(h) NAME OF ENTITY shall not have filed bankruptcy or sought the protections of any state and federal law insolvency statutes providing protections to debtors.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES

#### **Section 1.13      Representations and Warranties of Macomb County**

(a) Macomb County represents and warrants to NAME OF ENTITY that:

(i) The execution and delivery of this Agreement has been duly authorized by Macomb County, and this Agreement constitutes a valid and binding agreement of the County, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(ii) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulations, order or decree of any court or governmental entity, or any agreement to which Macomb County is a party or by which the County is bound.

(iii) Macomb County has taken all preliminary action necessary to empower the County to adopt the bond Resolution and has taken all action necessary to empower the County to permit owner-arranged financing.

#### **Section 1.14      Representations and Warranties of NAME OF ENTITY**

(a) NAME OF ENTITY represents and warrants to Macomb County that:

(i) NAME OF ENTITY is duly organized and validly existing as a TYPE OF ENTITY in good standing under the laws of the State of Michigan, with power under the laws of this state to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and NAME OF ENTITY has the power and authority to own the property and carry out the obligations to complete the Improvements.

(ii) The execution and delivery of this Agreement will not result in a violation or default by NAME OF ENTITY of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(iii) NAME OF ENTITY represents and warrants that it is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and

**Draft PACE Special Assessment Agreement  
APPENDIX A**

has full legal power and authority to consent to the finalization and levying of the PACE special assessment as provided herein.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement constitutes a valid and binding agreement enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

## ARTICLE VIII

### DEFAULT

#### **Section 1.15**      NAME OF ENTITY **Default**

(a) If NAME OF ENTITY breaches any covenant of this Agreement or any other agreement related to this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS ( ) days after the written notice thereof has been received, NAME OF ENTITY shall be deemed to have committed an event of default ("Event of Default").

#### **Section 1.16**      **Remedies**

(a) If NAME OF ENTITY commits an Event of Default under this Agreement, ~~Lender~~ Macomb County, after giving written notice as required, without further notice of any kind, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from NAME OF ENTITY any damages incurred by Macomb County ~~and Lender~~ and any costs incurred by ~~the Lender~~ Macomb County in enforcing or attempting to enforce this Agreement or the PACE special assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing.

#### **Section 1.17**      **Macomb County's Default**

(a) If Macomb County breaches any covenant of this Agreement or any other agreement related to the carrying out of this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS ( ) days after written notice thereof has been received, Macomb County shall be deemed to have committed an Event of Default.

#### **Section 1.18**      **Remedies**

(a) If the County commits an Event of Default under this Agreement and NAME OF ENTITY shall have otherwise fully performed all of its obligations hereunder, NAME OF ENTITY, after giving written notice as required, without further notice or demand, shall be entitled to seek

**Draft PACE Special Assessment Agreement  
APPENDIX A**

and obtain a decree of specific performance from a court of competent jurisdiction; but NAME OF ENTITY shall not have the right to seek to recover any money damages against the County incurred by NAME OF ENTITY and any costs incurred by NAME OF ENTITY against the County, including the costs of enforcing or attempting to enforce this Agreement. If the County defaults in any of its express obligations, NAME OF ENTITY shall be entitled to pursue its remedies as may be contained therein, but such default shall not negate NAME OF ENTITY obligation to pay the PACE special assessment and other costs due hereunder.

**Section 1.19      Waiver**

(a) Failure to act upon discovery of a default or to act upon the existence of an Event of Default, shall not constitute a waiver or right to pursue the remedies provided.

**ARTICLE IX**

**MISCELLANEOUS**

**Section 1.20      Term**

(a) Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall expire upon the payment in full of the PACE special assessment created herein.

**Section 1.21      Assignment of this Agreement**

(a) Except as provided herein, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other party hereto excepting as otherwise expressly provided herein.

**Section 1.22      Notices**

(a) All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to the County:                      Macomb County  
\_\_\_\_\_  
\_\_\_\_\_  
Macomb, MI 48043  
Attn: \_\_\_\_\_

With a copy to: Macomb County  
One South Main  
8<sup>th</sup> Floor  
Mount Clemens, MI 48043  
Attn: Corporation Counsel

If to NAME OF ENTITY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address as such party may specify by written notice. To the extent the County is advised in writing by NAME OF ENTITY of the name, address and contact person for any lender, the County shall provide written notice to said Lender of any default hereunder by NAME OF ENTITY simultaneously with providing such written notice to NAME OF ENTITY.

**Section 1.23      Amendment and Waiver**

(a) No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other party hereto.

**Section 1.24      Entire Agreement**

(a) This Agreement and the agreements and documents specifically referenced herein, contain all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

**Section 1.25      Execution in Counterparts**

(a) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**Section 1.26      Captions**

(a) The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

**Section 1.27      Applicable Law**

(a) This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

**Section 1.28      Mutual Cooperation**

(a) Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other party to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other party to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the issuance of the bonds and/or other financing arrangements are satisfied.

**Section 1.29      Binding Effect**

(a) This Agreement, being for the benefit of the property, shall be binding upon the parties hereto and upon their respective successors and assigns.

**Section 1.30      Force Majeure**

(a) No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within NUMBER OF DAYS ( ) business days after the occurrence of said event.

[SIGNATURES ON THE FOLLOWING PAGE]



**Draft PACE Special Assessment Agreement  
APPENDIX A**

\_\_\_\_\_, the County Clerk of Macomb County, Michigan on behalf of the Charter  
County of Macomb.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Michigan

My commission expires \_\_\_\_\_

~~DRAFTED BY, WITH THE ACTIVE  
PARTICIPATION OF  
REPRESENTATIVES:~~

~~Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson Ave., Suite 2500  
Detroit, Michigan 48226~~

~~WHEN RECORDED RETURN TO:~~

~~Michael P. McGee, Esq.  
Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson Ave., Suite 2500  
Detroit, Michigan 48226~~



## APPENDIX B

### **Lean & Green Michigan™ PACE Program Application**

Public Act 270 of 2010 (“Act 270”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by Macomb County. Act 270 allows private commercial lenders to finance energy projects and authorizes local units of government to issue bonds, notes and other indebtedness. Act 270 authorizes the assessment of properties for the cost of the energy projects and provides for repayment to local governments through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

LAGM has developed a PACE program that provides voluntary special assessments for certain energy efficiency improvements and renewable energy systems that are associated with real property.

The property eligibility requirements are as follows:

Property is privately owned commercial or industrial real property within Macomb County’s jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent taxes, special assessments, or water or sewer charges on the property. The Authorized Official<sup>s</sup> at his or her discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application’s submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE Program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the parties may determine the market value of the property using either: 1) the market value of the property before the PACE project as agreed to by the parties using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the parties using a proper measure such as an appraisal of the future value of the property or as determined based on the current market value of the property plus 75% of the value of the PACE project.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall not exceed 25% of the market value of the property.

**PACE Program Application**  
**APPENDIX B**

In calculating the appropriate ratio of total indebtedness on the property, if the parties calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 85% of the market value of the property. If the parties calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 80% of the market value of the property.

Authorized Officials may permit projects that exceed these values for reasonable cause on a case-by-case basis.

~~An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio will be determined on a project by project basis by LEP and shall not exceed 25% of the State Equalized Value without written approval of the Authorized Official. MCL 460.939(j).~~

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LEP and the Authorized Officials. Such approval may be granted retroactively if the audit meets the standards of LEP. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LEP.

For projects financed for more than \$250,000, an agreement to conduct annual energy and financial audits must be established with committed financial and logistical arrangements for ongoing verification and measurement of energy savings that meet standards set by LEP. MCL 460.939(p).

The applicant assumes all risk with respect to the implementation of a PACE Program in respect of the applicant's property. Macomb County is an accommodation party only, and is providing access to the PACE Program so as to enable property owners to make decisions regarding energy improvements to their property in a manner which allows the property owner to make the improvements in a cost-effective manner and for the property owner's benefit.

Energy projects that may be eligible for PACE assessments include, but are not limited to: equipment, devices, or materials intended to decrease energy consumption, including: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners; and a fixture, product, device, or interacting group of fixtures, products, or devices on

**PACE Program Application  
APPENDIX B**

the customer's side of the meter that use one (1) or more renewable energy resources to generate electricity, but does not include an incinerator or digester.

Mail or deliver your application and attachments to:

Attention:  
Program Administrator for Macomb County PACE Program  
c/o Levin Energy Partners, LLC  
[3400 Russell Street, Suite 255](#)  
[Detroit, MI 48202](#)  
[6895 Telegraph Road](#)  
[Bloomfield Hills, MI 48301](#)

Applications and attachments may also be e-mailed to the Program Administrator through the webpage [www.levinenergypartners.com](http://www.levinenergypartners.com). For questions regarding the status of your application please contact the Program Administrator at [313.444.1474](tel:313.444.1474)~~248.808.1420~~.

**Applicant Information**  
**(Use attachments as necessary)**

- 1. Property Owner(s) Legal Name(s) (as they appear on property tax records)**

**PACE Program Application  
APPENDIX B**

	Name	Parcel #
Owner 1	_____	_____
Owner 2	_____	_____
Owner 3	_____	_____

**2. Property Owner(s) Contact Information**

Name	Address	E-mail Address	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**3. Property Owner(s) Type**

Individual                       LLP                                       LLC  
 Corporation                       Other (please specify) \_\_\_\_\_

**4. Property Type (Check all that apply)**

**Commercial**

- Grocery/convenience store
- Health care/clinic
- Mixed use
- Multi-family unit (3 or more)
- Office
- Other - Please describe \_\_\_\_\_
- Retail
- Restaurant
- Recreational
- Warehouse

**Industrial**

Please describe \_\_\_\_\_

**5. Property Addresses and Parcel Number**

Physical Property Address of Improvements

**PACE Program Application  
APPENDIX B**

Mailing Address (if different)

\_\_\_\_\_

Assessor's Parcel #

\_\_\_\_\_

**6. Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
First Mortgage	\$ _____	_____
Second Mortgage	\$ _____	_____
Other	\$ _____	_____
State Equalized Value (SEV)	\$ _____	
Requested assessment amount	\$ _____	

The lien to value ratio (*including* the mortgage, if any, and *excluding* the requested financing amount) cannot exceed 70% of two times the State Equalized Value.

Consent by mortgage holder(s) obtained, if subject to a mortgage. Please attach consent.

**7. Existing Liens Against Property (tax, special assessment, water or sewer charges, etc.)**

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
<b>Total:</b> \$ _____		

**8. Requested Assessment Amount**

Energy Project	\$ _____
Energy Audit	\$ _____
Engineering/Architect Plans	\$ _____
Building Permit Fees	\$ _____
Other (Please explain)	\$ _____
<b>Total</b>	\$ _____

~~The lien to value ratio (including the mortgage, if any, and excluding the requested financing amount) cannot exceed 70% of two times the State Equalized Value.~~

~~The assessment to assessed value ratio cannot exceed 25% of the State Equalized Value without written approval of the Authorized Official.~~

**9. Requested Assessment Repayment Period** (Term may not exceed the lesser of the useful life of the energy project or 25 years.)

Term: \_\_\_\_\_ years

**10. Projects Over \$250,000**

Please attach details regarding provisions for ongoing measurements of energy savings and information regarding performance guarantees.

**11. Baseline Energy Audit**

Please attach the baseline energy audit performed on the property and all supporting documentation.

## APPENDIX C

### **PROGRAM ELIGIBILITY CHECKLIST**

Property is privately owned commercial or industrial real property within Macomb County's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent taxes, special assessments, or water or sewer charges on the property. The Authorized Officials at his or her discretion, may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the parties may determine the market value of the property using either: 1) the market value of the property before the PACE project as agreed to by the parties using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the parties using a proper measure such as an appraisal of the future value of the property or as determined based on the current market value of the property plus 75% of the value of the PACE project.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property, if the parties calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 85% of the market value of the property. If the parties calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 80% of the market value of the property.

Authorized Officials may permit projects that exceed these values for reasonable cause on a case-by-case basis.

~~An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio will be determined on a project-by-project basis by LEP and shall not exceed 25% of the State Equalized Value without written approval of the Authorized Official. MCL~~

**Program Eligibility Checklist  
APPENDIX C**~~460.939(j)-~~

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LEP and the Authorized Officials. Such approval may be granted retroactively if the audit meets the standards of LEP. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LEP.

For projects financed for more than \$250,000, an agreement to conduct annual energy and financial audits must be established with committed financial and logistical arrangements for ongoing verification and measurement of energy savings that meet standards set by LEP. MCL 460.939(p).



**APPENDIX D**

**SPECIAL ASSESSMENT PARCEL WHICH IS ENCUMBERED  
BY THE PACE SPECIAL ASSESSMENT ROLL**

[PROJECT SPECIFIC]

Parcel

Tax Parcel I.D. No.: \_\_\_\_\_.

**APPENDIX E**

**PACE SPECIAL ASSESSMENT ROLL**

[PROJECT SPECIFIC]

**APPENDIX F**

**PAYMENT SCHEDULE**

[PROJECT SPECIFIC]

**Lender Consent and Acknowledgement**  
**APPENDIX G**

**APPENDIX G**

Lender Consent and Acknowledgement of Owner Participation in  
Charter County of Macomb, Michigan PACE Program<sup>1</sup>

This acknowledgement is granted \_\_\_\_\_, 20\_\_\_, by NAME OF MORTGAGE HOLDER (the “Lender”), and for the benefit of NAME OF ENTITY (the “Property Owner”), and Macomb County in the State of Michigan.

**Recitals**

A. Pursuant to Public Act No. 270 of 2010, Macomb County established the Macomb County Property Assessed Clean Energy (“PACE”) Program on \_\_\_\_\_, 20\_\_\_, by RESOLUTION # to promote installation of energy efficiency improvements and/or renewable energy systems.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of NUMBER OF YEARS years.

C. Owner has previously executed a mortgage, deed of trust, dated \_\_\_\_\_, 20\_\_\_, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on \_\_\_\_\_, 20\_\_\_ at Liber \_\_\_, Page \_\_\_, Macomb County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the Register of Deeds for Macomb County, Michigan, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

**Consent and Acknowledgement**

Lender acknowledges that it has been informed of the Property Owner’s participation in the Macomb County PACE Program, and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the Macomb County PACE Program.

---

<sup>1</sup> If property being improved has no mortgage, please submit documentation demonstrating such.

**Lender Consent and Acknowledgement  
APPENDIX G**

Name of Lender: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
CHARTER COUNTY OF MACOMB     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, on behalf of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My Commission Expires:

**APPENDIX H**

**DESCRIPTION OF IMPROVEMENTS**

[PROJECT SPECIFIC]

**APPENDIX I**

**SOURCE OF PRIVATE FINANCING**

[PROJECT SPECIFIC]