



**ORDINANCE OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS**

***Authorizing C-PACE Ordinance, Program Report & Other Related Documents***

AN ORDINANCE establishing a property assessed clean energy (PACE) program in The County of Will, Illinois, designating a PACE Area, designating a program administrator, providing for property assessments, providing for the issuance of not to exceed \$[500,000,000] Taxable PACE Revenue Notes of the County to finance projects pursuant to the County's PACE program, providing for the payment of said notes, authorizing the sale of said notes to the purchaser thereof, and approving related matters.

\* \* \*

WHEREAS, The County of Will, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended (the "*Counties Code*"); and

WHEREAS, pursuant to the Property Assessed Clean Energy Act of the State of Illinois, as amended (the "*Act*"), the County Board of the County (the "*Board*") is authorized to establish a property assessed clean energy (PACE) program (the "*Program*") to finance or refinance Energy Projects (as defined in the Act) intended to decrease energy consumption using voluntary assessments recorded against privately-owned commercial, industrial, non-residential agricultural, or multi-family (of 5 or more units) real property falling within the jurisdiction of the County and in an area designated by the County as a PACE Area (as defined in the Act); and

WHEREAS, in order to implement and facilitate the Program, the Act provides that the County is authorized to enter into voluntary agreements with qualifying owners of real property, Program Administrators (as defined in the Act) and third party capital providers to provide for the imposition of assessments against qualifying properties on the land records of the County to secure the repayment of contractual assessments for the purpose of providing owners of qualifying properties (each an "*Owner*") located in the County with affordable

financing for Energy Projects (as defined in the Act) with respect to such properties (each an "Assessment Contract"); and

WHEREAS, the Board hereby finds that the Assessment Contracts further essential public and governmental purposes of the County, including but not limited to reduced energy costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment; and

WHEREAS, pursuant to the Act, in order to facilitate capital through the Program Administrator (as defined below) in furtherance of the Program the County may issue bonds or notes pursuant to and in accordance with Section 35 of the Act, secured by payments under one or more Assessment Contracts, or if applicable, municipal bond insurance, letters of credit, or public or private guarantees of sureties or, if applicable, other lawfully available funds of the County including revenues sources or reserves from bond or note proceeds; and

WHEREAS, the Board does hereby determine that it is advisable and in the best interests of the County to establish the Program in and for the County, designate a PACE Area, designate a program administrator, provide for property assessments, authorize the issuance of not to exceed \$[500,000,000] Taxable PACE Revenue Notes (the "Notes") secured by payments under one or more Assessment Contracts, within certain expressed and delegated limitations as hereinafter set forth, and approve certain related matters:

NOW, THEREFORE, It Is Hereby Ordained by the County Board of The County of Will, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2. Public Purpose; Approval of Assessment Contracts.* The Board hereby finds that the imposition of assessments against qualifying properties on the records of the County to

secure the repayment by property owners of Assessment Contracts entered into for the purpose of providing Owners with affordable financing or refinancing for Energy Projects pursuant to the Program further essential public and governmental purposes of the County. The Board further finds it is necessary and in the best interests of the County to facilitate capital through the Program Administrator in furtherance of the Program and issue the Notes for such purpose upon the terms provided herein. It is hereby found and determined that such borrowing of money is advisable for the public health, safety, welfare and convenience, is for a proper public purpose or purposes, is in the public interest, and is authorized pursuant to the Act, the Counties Code and the Local Government Debt Reform Act of the State of Illinois; and these findings and determinations shall be deemed conclusive.

The form of Assessment Contract attached as an Exhibit to the Report (as hereafter defined) is hereby approved, with such changes therein as such official or officials executing thereof shall approve, their execution to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board. The County Executive or his or her designee (the "*Authorized Officers*") is hereby authorized to negotiate and execute on behalf of the County the terms of any Assessments Contracts with Owners pursuant to the procedures set forth in the Report and as required by the Act, and upon execution to record such Assessment Contracts or an extract or memorandum summarizing thereof with the Recorder of Deeds of the County (the "*County Recorder*"). Prior to execution of any Assessment Contract, an Authorized Officer or the Program Administrator shall make all determinations as required by the Act and pursuant to the Report.

When an Assessment Contract is executed and delivered by the County as herein provided, such Assessment Contract will be binding on the County; from and after the execution and delivery of such Assessment Contract, the officers, employees, and agents of the

County are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Assessment Contract as executed. Each Assessment Contract or an extract or memorandum summarizing thereof shall be filed by or at the direction of the County with the County Recorder.

*Section 3. Designation of Program Administrator.* The County intends to facilitate access to capital to provide funds for Energy Projects to be repaid pursuant to the terms of the Assessment Contracts. In order to facilitate and finance the Program, the Board hereby approves the execution and delivery of a Program Development and Administrative Services Agreement (the "*Administrative Services Agreement*"), in substantially the form attached hereto as *Exhibit A*, with The Illinois Energy Conservation Authority NFP ("*IECA*"). IECA shall serve as the Program Administrator (the "*Program Administrator*") for the PACE Area designated herein by the County. The Authorized Officers are hereby authorized and directed to execute and attest a final version of the Administrative Services Agreement and any supplement or amendment thereto in the name of the County, with such changes therein as such officials shall approve, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board. As the Program Administrator, IECA will administer the Program on behalf of the County and shall be responsible for arranging capital in furtherance of the Program. The Program Administrator shall also assist the County in determining the terms of sale of any Notes, which may be sold to one or more capital providers (each a "*Purchaser*"). The County's responsibilities and obligations with respect to the Program shall be limited to those required by written agreement, including pursuant to the Assessment Contract, the Notes, the Report (as defined below) and any related agreement, and as specifically required by Illinois law. The County shall

not be deemed to have any further responsibilities or obligations with respect to the Program.

*Section 4. Energy Projects.* The Board approves the following Energy Projects which may be financed pursuant to the Program: the acquisition, construction, installation or modification of an Alternative Energy Improvement, Energy Efficiency Improvement, Renewable Energy Improvement, Resiliency Improvement or Water Use Improvement (each as defined in the Act), affixed to real property (including new construction).

*Section 5. Designation of PACE Area.* The Board designates the jurisdictional boundaries of the County, in their entirety, as a PACE Area.

*Section 6. Limited Obligation of the County.* Any obligation of the County, including the Notes, to provide funds pursuant to an assignment of amounts to be received under an Assessment Contract shall be a special, limited obligation of the County, payable solely from the funds provided in such Assessment Contract and is not a general obligation of the County, and the full faith and credit of the County is not pledged to the payment of any obligation secured by such assigned amounts, including the Notes. The Assessment Contracts and any obligations secured thereby, including the Notes, shall be payable solely and only from payments of assessments on benefitted property within the PACE Area, and if applicable from revenue sources or reserves established in support of such obligations.

*Section 7. Report.* Pursuant to Section 15 of the Act, and in order to establish the Program, a report on the Program (the "Report") shall be finalized by the Program Administrator and approved by the County, which Report shall identify and include at a minimum all of the following:

A. Form of assessment contract between the County and record owner governing the terms and conditions of financing and assessment under the Program; and

B. Identification of the County officials authorized to enter into an assessment contract on behalf of the County; and

C. The application process and eligibility requirements for financing or refinancing Energy Projects under the Program; and

D. Method for determining interest rates on amounts financed or refinanced under assessment contracts, repayment periods, and the maximum amount of an assessment, if any; and

E. Explanation of the process for billing and collecting assessments; and

F. Plan to finance the Program pursuant to the issuance of PACE bonds as authorized under the Act; and

G. Information regarding all of the following, to the extent known, or procedures to determine the following in the future: (i) any revenue source or reserve funds or funds to be used as security for the above-mentioned bonds, and (ii) any application, administration or other Program fees to be charged to record owners participating in the Program that will be used to finance and reimburse all or a portion of costs incurred by the County as a result of the Program; and

H. Require the term of an assessment not exceed the useful life of the Energy Project financed or refinanced under an assessment contract; provided that an assessment contract financing or refinancing multiple energy projects with varying lengths of useful life may have a term that is calculated in accordance with the principles established in the Report; and

I. Require an appropriate ratio of the amount of the assessment to the greater of any of the following: (i) the value of the property as determined by the office of the County Assessor or (ii) the value of the property as determined by an appraisal conducted by a licensed appraisal; and

J. Require the record owner of property subject to a mortgage obtain written consent from the mortgage holder before participation in the Program; and

K. Marketing and participant education provisions; and

L. Quality assurance and antifraud measures.

The Report and all the terms thereof and attachments thereto, in substantially the form attached hereto as *Exhibit B*, are hereby approved, and the County Executive and the County Clerk are hereby authorized and directed to execute and attest a final version of the Report and any supplement or amendment thereto in the name of the County, with such changes therein as such officials shall approve, their execution thereof to constitute conclusive evidence of their

approval of any and all changes or revisions therein from the form before the Board. The final version of the Report, as supplemented or amended from time to time, shall be made available for public inspection at the office of the County Executive.

*Section 8. Note Details and Security.* The Board hereby authorizes that there be borrowed for and on behalf of the County the Notes, if issued, in one or more series in an aggregate principal amount not to exceed \$[500,000,000] for the purposes aforesaid; and that the Notes shall be designated "Taxable PACE Revenue Note, ([Street Address] Project)" with such series or other designation as set forth in the Note Notification (as hereinafter defined). The Notes, if issued, shall be dated the date of issuance as set forth in the Note Notification and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations as described in the Note Notification (but no single Note of a series shall represent installments of principal maturing on more than one date), and shall bear such further identifying information set forth in the Note. The Notes shall be in substantially the form attached hereto as *Exhibit C*, with such changes therein as such officials executing thereof shall approve, their execution to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board, and such form and the terms contained therein are hereby approved by the Board.

Each Note, if issued, shall be secured solely by payments received by the County under and pursuant to the terms of a related Assessment Contract. The County shall make principal payments on the Note, together with applicable interest, fees, penalties, indemnities and other amounts payable to the Registered Owner under the pledged Assessment Contract, in the amounts and on the dates set forth in the Note Notification. Such County payments shall be made solely from the revenues received by the County under the related Assessment Contract, excluding (i) amounts collected from direct or indirect indemnification rights for the benefit of

the County or other persons under the pledged Assessment Contract or any related document, (ii) any administrative fees and expenses to the extent payable to or on behalf of the County or its agent and (iii) [80]% of the sums received by the County from the collection of penalties and statutory interest on delinquent payments under such Assessment Contract, which shall be retained by the County as collections fees (the "*Pledged Revenues*").

Payments due on each Note shall be paid by or at the direction of the note registrar and paying agent (which shall be the Treasurer of the County (the "*Treasurer*"), the Registered Owner, the Program Administrator or a bank or trust company authorized to do business in the State of Illinois) as set forth in the Note Notification (the "*Note Registrar*"), to the person in whose name such Note is registered and is the absolute owner thereof for all purposes including payments due on any Note (the "*Registered Owner*") at the close of business on the 15th day preceding any regular or other payment date on the Notes (the "*Record Date*"), in the manner provided in writing by the Registered Owner to the Note Registrar.

*Section 9. Execution; Authentication.* The Notes shall be executed on behalf of the County by the manual or duly authorized facsimile signature of the County Executive and attested by the manual or duly authorized facsimile signature of the County Clerk. In case any such officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Notes shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Note Registrar as authenticating agent of the County and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of



authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Ordinance. The certificate of authentication on any Note shall be deemed to have been executed by it if signed by an authorized officer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued hereunder.

*Section 10. Registration of Notes; Persons Treated as Registered Owners.* The County shall cause books (the "Note Register") for the registration and for the transfer of the Notes as provided in this Ordinance to be kept at the principal office of the Program Administrator or the Note Registrar (the "Principal Office"), as set forth in the Note Notification. The County is authorized to prepare, and the Note Registrar shall keep custody of, multiple Note blanks executed by the County for use in the transfer and exchange of Notes.

Any Note may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Note and accompanying Form of Assignment. The Note Registrar shall not be required to transfer or exchange any Note during the period beginning at the close of business on the 15th day of the month next preceding any payment date on such Note and ending at the opening of business on such payment date, nor to transfer or exchange any Note after notice of prepayment has been received by the Program Administrator.

The execution by the County of any fully registered Note shall constitute full and due authorization of such Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note; *provided, however,* that the principal amount of outstanding Notes of each series and maturity authenticated by the Note Registrar shall not exceed the authorized principal amount of Notes for such series and maturity less previous retirements.

The Registered Owner shall be deemed and regarded as the absolute owner thereof for

all purposes, and payments due on any Note shall be made only to or upon the order of the Registered Owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

*Section 11. Prepayment.* The Notes shall be subject to prepayment pursuant to the terms and conditions of the related Assessment Contract. Other than in accordance with the terms and conditions in the Assessment Contract and to the fullest extent permitted by applicable law, the County shall not permit any reduction or deferral in the amount of Pledged Revenues without the written consent of the Registered Owner. The County shall, or shall cause the Program Administrator to, provide a reasonable period of time for the Registered Owner to review and approve any calculations necessary to effect prepayments in accordance with the Assessment Contract. The Program Administrator shall promptly notify the County in writing of the Notes or portions of Notes selected for prepayment and, in the case of any Note selected for partial prepayment, the principal amount thereof to be prepaid.

*Section 12. Sale of Notes.* Any one of the Authorized Officers is hereby authorized to proceed without any further authorization or direction from the Board, to sell the Notes upon the terms as prescribed in this Ordinance. The Notes hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Note Notification as may be, and, after authentication thereof by the Note Registrar, be delivered to the Purchaser upon receipt of the purchase price therefor.

Upon the sale of a series of the Notes, the Authorized Officers shall prepare a Notification of Sale, which shall include the pertinent details of sale of such series of Notes as provided herein (the "*Note Notification*"). In the Note Notification, the Authorized Officers shall find and determine that such series of Notes have been sold at such price and bear

interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Notes does not exceed the maximum rate otherwise authorized by applicable law. Each Note Notification shall be entered into the records of the County and made available to the Board upon request; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in a Note Notification.

Upon the sale of a series of Notes, the Authorized Officers and any other officers of the County, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such financing documents related to the sale of the Notes as may be necessary, including, without limitation, any contract for the sale of the Notes between the County and the Purchaser. Prior to the execution and delivery of a Note, the Authorized Officers shall find and determine that, to the best of their knowledge, no person holding any office of the County either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the transactions contemplated herein.

The use by the Purchaser or the County of a term sheet relating to the notes (the "Term Sheet") is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the Authorized Officers are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by this Ordinance, the Term Sheet and the Notes.

*Section 13. Funds and Accounts.*

A. There is hereby created the "PACE Note and Interest Fund" of the County (the "Note Fund"), which shall be a separate fund for the payment of the principal of and interest on the Notes. The County shall create a subaccount of the Note Fund for each series of the Notes

issued (each a "Note Fund Subaccount"). The Pledged Revenues and any other funds lawfully available for the purpose shall be timely deposited upon receipt by the County into a Note Fund Subaccount and used solely and only for the purpose of paying the principal of and interest on the related Notes. Accrued interest, if any, received upon delivery of the Notes, together with the amount of proceeds of the Notes as set forth in a Note Notification, shall be deposited as set forth in a Note Notification and be applied to pay the first interest coming due on such Notes. The County hereby assigns to the Registered Owner of a Note all of its right, title and interest in and to all Pledged Revenues maintained in the related Note Fund Subaccount and agrees to hold such amounts in trust for the benefit of the Registered Owner.

B. The remaining proceeds of the Notes and any premium received on the delivery of the Notes are hereby appropriated to pay the costs of issuance of the Notes, and that portion thereof not needed to pay such costs is hereby ordered to be deposited and held in a separate project fund (each a "Project Fund") specific to and as referenced in the related Assessment Contract to pay costs of the project being financed thereby. It is not currently anticipated that the County will hold any Project Fund. Proceeds of any Note issued to refund or refinance existing Notes, Assessment Contracts or other obligations shall be deposited as set forth in the related Note Notification.

C. At the time of the issuance of the Notes, the costs of issuance of the Notes may be paid by the Purchaser, the Owner, the Program Administrator or the Note Registrar on behalf of the County, but not from any funds of the County other than proceeds of the Notes.

*Section 14. Public Hearing.* Pursuant to the Act, a public hearing is not required by the County in order to establish, amend or facilitate the Program, to establish a PACE Area, to issue the Notes or to enter into any agreements in connection therewith. The County has not held a discretionary public hearing on the Program.

*Section 15. Property Assessments.* For the purpose of providing funds required to pay annual amounts due from Owners under the Assessment Contracts, and which amounts may be assigned by the County in furtherance of the Program, there is hereby assessed upon property within the County and subject to an Assessment Contract, in the years for which amounts due under such Assessment Contract are outstanding, a direct annual assessment for that purpose; such assessment shall be in addition to all other assessments and taxes of the County.

Any such assessments are to be collected at the same time and in the same manner as taxes collected under the Illinois Property Tax Code. Alternatively, upon the approval of an Authorized Officer, assessments may be billed and collected by the Program Administrator or by another third party assessment servicer.

The County expressly intends to assign and/or pledge payments to be received from each such Assessment Contract in furtherance of the Program. The County covenants and agrees with the beneficial holders of assessments, including Registered Owners, that so long as such assessments remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to assess and collect the assessments provided for in this Ordinance. The County and its officers will comply with all present and future applicable laws in order to assure that the assessments may be permitted to be assessed, extended, and collected pursuant to applicable law.

*Section 16. Covenants of the County.* The County shall not amend an Assessment Contract or any related Notes in any manner that is materially adverse to the Registered Owner of a Note without such Registered Owner's prior written consent. The County covenants and agrees with each Registered Owner that so long as any Note remains outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to assess and collect the Pledged Revenues. The County and its officers will

comply with all present and future applicable laws in order to assure that the Pledged Revenues may be permitted to be assessed, extended, and collected pursuant to applicable law.

*Section 17. No Conflicts; Further Acts of the County.* It is hereby found that no person holding any office of the County either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the transactions contemplated hereby.

When financing documents are executed and delivered by or on behalf of the County in support of the Program, such financing documents will be binding on the County; from and after the execution and delivery of such financing documents, the officers, employees, and agents of the County are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such financing documents as executed.

*Section 18. Additional Ordinances.* The Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the County to implement the Program, make the property assessments described herein and issue the Notes, all in accordance with applicable law.

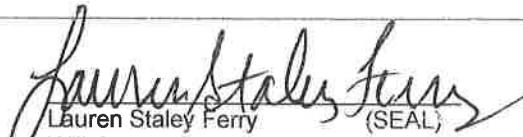
*Section 19. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 20. *Repealer and Effective Date.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted by the Will County Board this 19th day of November, 2020.

<b>AYES:</b>	Newquist, Ogalla, Koch, Moustis, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brass, Brooks Jr., Parker, Ventura, Dollinger, Marcum, Berkowicz, Cowan, Tuminello, Weigel, Ferry
<b>ABSENT:</b>	Rice
<b>LEFT MEETING:</b>	Kraulidis

Result: Approved - [Unanimous]

  
 Lauren Staley Ferry (SEAL)  
 Will County Clerk

Approved this 20 day of November, 2020.

  
 Denise E. Winfrey  
 Will County Executive



WILL COUNTY, IL  
Land Use Department

- 58 E Clinton St, Suite 100 • Joliet, Illinois 60432
  - Phone 815-774-3321 • Fax 815-727-8638
- www.willcountylanduse.com

## Memorandum

**To:** Will County Board Executive Committee  
**CC:** Denise Winfrey, Will County Executive  
 David Dubois, Land Use Director  
**From:** Christina Snitko, Energy and Conservation Specialist & Dean Olson,  
 Resource, Recovery, and Energy Division Director  
**Date:** 10/29/2020  
**Re:** C-PACE Program Launch, Ordinance & Related Documents

After an RFP process, the Will County Board awarded the proposal from the Illinois Energy Conservation Authority (IECA) NFP to serve as the County's C-PACE Program Administrator at its April 16th 2020 meeting. Subsequently, the County Executive signed the Program Development and Administrative Services Agreement with IECA on June 15th 2020. This allowed the County and IECA to begin developing a program, as well as drafting an Ordinance and other necessary agreements.

As you may recall, C-PACE is a financing mechanism, which enables low-cost, long-term funding for businesses and nonprofit organizations to implement energy efficiency, renewable energy, water conservation and other commercial building projects. This program helps businesses and nonprofit organizations to not only achieve their energy saving goals, but to also save them money, and in some cases, increase property values.

While C-PACE has been newly adopted by the State of Illinois, it has long served several other states successfully for years, such as California, Wisconsin, Michigan and Minnesota, and has been recently adopted by many of the Chicagoland collar counties. C-PACE loans are attached to the property itself rather than the property owner and/or taxpayer, and are treated as a lien on the property senior to the mortgage. Payments are made via the property's tax bill and loan repayments are treated as a tax. **This program does not cost the County any money, since the payments for the loan are tied to the property. Any associated costs are also covered by the program.**

Along with the RR & E Division and IECA, many County Departments (Treasurer, County Clerk, IT and Assessor's Office) were involved with forming and establishing the C-PACE Program, reviewing the numerous documents that were required. **The documents that need approval by the County Board are: Program Report, Assessment Contract, Ordinance, and the Taxable PACE Revenue Note. These documents have been reviewed and approved by the Will County State's Attorney's Office.** IECA will provide a presentation that will highlight how the program works, the benefits it provides, and the documents we are recommending approval for.