

St. Lucie County Energy and Sustainability Financing Program (SLC ESFP)

Property Assessed Clean Energy (PACE)

APPLICATION

APPLICATION INSTRUCTIONS

The Saint Lucie County Energy and Sustainability Financing Program provides financing, through PACE, for the installation of energy conservation and energy efficiency improvements, renewable energy improvements, wind resistant improvements, and water conservation improvements that are affixed to a building, facility or structure that is located upon and part of the Assessed Property and constitutes an improvement.

Please review, complete, and sign the attached Application forms and include all requested documents.

Please type or print neatly in blue or black ink, or complete the online Application (PDF form) at <http://www.solarenergyloanfund.org>

All applications are processed upon receipt. No particular order required. Incomplete or incorrect applications cannot be processed. Resubmitted applications are processed upon the new receipt date.

Application approval and execution of a Financing Agreement are required before any financing is available. Sample Contract Documents and requirements for the SLC ESFP can be reviewed online at <http://www.solarenergyloanfund.org>.

Keep a copy of your completed Application and all documents submitted, all of your receipts, and paid invoices.

Mail or deliver your completed Application and documents to: 2400 Rhode Island Ave, Fort Pierce, FL 34950. Applications and documents can also be emailed to Paceinfo@solarenergyloanfund.org . For questions regarding the status of your Application call 772-468-1818 or email the PACE Representative.

Reasons we will return the Application:

- ***Any of the Application Requirements items are incomplete or missing.***
- ***The applicant owes more on the Property than the current assessed value.***
- ***Applicant's total Qualifying Improvements exceed the net equity in the Property.***
- ***Customer has late payments on any mortgages.***
- ***Customer has filed for bankruptcy in the last 3 years.***
- ***Property is subject of a pending or imminent eminent domain action, environmental litigation or other cause of action affecting the value of the Assessed Property.***
- ***Property Owner has judgments pending that could result in a lien against the property.***

Eligibility Requirements:

1. Properties eligible for Qualifying Improvements must be non-residential, multi-family parcels (minimum 5 homes), and parcels owned by non-profit entities.
2. The value of the Assessed Property must exceed the sum of any privately-held mortgages and encumbrances.
3. All Property taxes, and other assessments levied on the same property tax bill, are paid and have not been delinquent for the preceding 3 years or during the Property Owner's period of ownership, whichever is less.
4. There are no involuntary liens on the Assessed Property, i.e., federal or state income tax liens, judgment liens, construction liens, or debt on the similar involuntary liens on the Property.
5. No notices of default or other evidence of property-based debt delinquency have been recorded during the preceding 3 years of the Property Owner's period of ownership, whichever is less.
6. The Property Owner is current on all mortgage debt on the Assessed Property and no notices of default or foreclosure due to non-payment of property taxes or mortgage loan payments within the preceding 3 years.
7. The Property Owner is not in bankruptcy and the Property has not been an asset in a bankruptcy for the past three years.
8. The Qualifying Improvements proposed for funding shall be affixed to a building, facility or structure that is located upon and part of the Assessed Property and constitutes an improvement.
9. The Improvement will not cover any improvements in buildings or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.
10. In the case of an energy related project, SELF may require an Energy Evaluation done to demonstrate the investment will produce reasonable benefits.
11. Property Owner must request a signed lender consent form from all financing entities with which they have current outstanding mortgage balances. **SELF will provide Lender Consent form to be used.*
12. Requested financing amount cannot exceed the Net Equity in the property (Assessed Value – Mortgage(s)).
13. The Assessed Property is not the subject of a pending or imminent eminent domain action, environmental litigation or other cause of action affecting the value of the Assessed Property.
14. There are no judgments against the Property Owner which could result in a lien against the Assessed Property.

****If you need further information on eligibility requirements, contact SELF to speak with a PACE representative at: (772) 468- 1818 or (772) 468-1811 or write to Paceinfo@solarenergyloanfund.org. You can find also find information on our website: www.SolarEnergyLoanFund.org.***

SECTION 1: Office Use

For Office Use Only	
Received On:	File No. <div style="border: 1px solid black; width: 150px; height: 30px; display: inline-block; vertical-align: middle;"></div>
By: _____	

SECTION 2: Applicant Information

PROPERTY OWNER(S) LEGAL NAME(S) AS THEY APPEAR ON PROPERTY TAX RECORDS		
OWNER 1	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #S OWNED BY APPLICANT
OWNER 2	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #S OWNED BY APPLICANT
OWNER 3	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #S OWNED BY APPLICANT
OWNER 4	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #S OWNED BY APPLICANT

PROPERTY OWNER(S) TYPE (Check all that apply)		
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Trust / Trustees / Living Trust	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (Please specify)

PROPERTY OWNER CONTACT INFORMATION		
NAME	EMAIL ADDRESS	DAYTIME TELEPHONE NO

PHYSICAL PROPERTY ADDRESS AND ASSESSOR'S PARCEL NUMBER (Site of improvements)			
STREET ADDRESS	CITY	S T A T E	ZIP
ASSESSOR'S PARCEL NUMBER FOR SUBJECT PROPERTY			

MAILING ADDRESS (If different)			
MAILING ADDRESS	CITY	S T A T E	ZIP

SECTION 3: Property Information

PROPERTY TYPE (Check all that apply)	
<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial
<input type="checkbox"/> Commercial NIACS Code	<input type="checkbox"/> Non-Profit
<input type="checkbox"/> Multi-Family Residential (5 or more units)	<input type="checkbox"/> Other _____

SECTION 4: Proposed Improvement Project Information

1. PROPOSED IMPROVEMENT		TYPE OF IMPROVEMENT (CHECK ONE)	
		<input type="checkbox"/> Water <input type="checkbox"/> Energy <input type="checkbox"/> Wind	
QUANTITY AND/OR SIZE. INDICATE # OF EQUIPMENTS		UNITS	
PROPOSED IMPROVEMENT MAKE AND MODEL		PROPOSED IMPROVEMENT SPECIFICATIONS, I.E., AFUE, U-RATING, R-RATING, ETC.	
PROPOSED IMPROVEMENT COST \$	(-) LESS REBATE \$	(+) PLUS ESTIMATED PERMIT FEE \$	(=) NET PROPOSED IMPROVEMENT COST \$

2. PROPOSED IMPROVEMENT		TYPE OF IMPROVEMENT (CHECK ONE)	
		<input type="checkbox"/> Water <input type="checkbox"/> Energy <input type="checkbox"/> Wind	
QUANTITY AND/OR SIZE. INDICATE # of EQUIPMENTS		UNITS	
PROPOSED IMPROVEMENT MAKE AND MODEL		PROPOSED IMPROVEMENT SPECIFICATIONS, I.E., AFUE, U-RATING, R-RATING, ETC.	
PROPOSED IMPROVEMENT COST \$	(-) LESS REBATE \$	(+) PLUS ESTIMATED PERMIT FEE \$	(=) NET PROPOSED IMPROVEMENT COST \$

3. PROPOSED IMPROVEMENT		TYPE OF IMPROVEMENT (CHECK ONE)	
		<input type="checkbox"/> Water <input type="checkbox"/> Energy <input type="checkbox"/> Wind	
QUANTITY AND/OR SIZE. INDICATE # of EQUIPMENTS		UNITS	
PROPOSED IMPROVEMENT MAKE AND MODEL		PROPOSED IMPROVEMENT SPECIFICATIONS, I.E., AFUE, U-RATING, R-RATING, ETC.	
PROPOSED IMPROVEMENT COST \$	(-) LESS REBATE \$	(+) PLUS ESTIMATED PERMIT FEE \$	(=) NET PROPOSED IMPROVEMENT COST \$

TOTAL PROJECT COSTS (Sums from above)			
PROPOSED IMPROVEMENT COST(S) \$	(-) LESS REBATE(S) \$	(+) PLUS ESTIMATED PERMIT FEE(S) \$	(=) NET PROPOSED IMPROVEMENT COST \$

C-PACE PROJECT EVALUATION FORM

- * Fill out this form for the total improvements to be made on the property
- * If the project involves a combination of types of improvements (wind, water and energy) fill out this form for every type of improvement
- * Fill in with accurate information that is properly backed up by proposals, quotes and/or contracts, etc.

1. PROPERTY ASSESSED VALUE		*
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2. PROPERTY DEBT		
Mortgage Balance		*
Other Encumbrances		*
TOTAL MORTGAGES AND ENCUMBRANCES		
3. NET EQUITY (Property Value - Total Mortgages)		

4. PROPOSED IMPROVEMENT MEASURE NAME	TYPE OF IMPROVEMENT (CHECK ONE)
	Water <input type="checkbox"/> Energy <input type="checkbox"/> Wind <input type="checkbox"/>

5. TOTAL PROPOSED IMPROVEMENT COST * (According to Improvement List Form)	(-) LESS REBATE	(+) ESTIMATED PERMIT FEE	(=) NET IMPROVEMENT COST
Total Upfront Fees for Assessment		7.5%	
Energy Audit Cost * If applicable			
Other Costs to be rolled into Assessment (Application Fee, Recording, Others)			
6. TOTAL FINANCING AMOUNT (ASSESSMENT)			

**Only fill out # 7 & 8 for Energy Related Project (s)*

7. CURRENT ENERGY CONSUMPTION	Annually \$\$	Monthly \$\$

8. ESTIMATED SAVINGS (*For Energy Related Projects. Based on Contractor Proposal ROI analysis)			
Annually (%)		Annually (\$\$)	
Monthly (%)		Monthly (\$\$)	
PAYBACK PERIOD (Yrs)			
LIFECYCLE OF PRODUCT *(Term of Assessment cannot exceed Lifecycle of Product)			*

Only fill out the Following Section for Energy Related Project (s)
All lines marked with (*) have to be filled out

CURRENT ENERGY CONSUMPTION	Annually'	Monthly	*
ESTIMATED SAVINGS (*For Energy Related Projects. Based on Contractor Proposal ROI analysis)			
Annually (%)		Annually (\$\$)	*
Monthly (%)		Monthly (\$\$)	*
PAYBACK PERIOD (Yrs.)			
LIFECYCLE OF PRODUCT *(Term of Assessment cannot exceed Lifecycle of Product)			*

SEE ATTACHED PROPOSAL (S) FOR SPECIFICATION OF IMPROVEMENTS

1. Proposal Name/ Contractor : _____
2. Proposal Name/ Contractor: _____
3. Proposal Name/ Contractor: _____

ITEMIZED ESTIMATED COST OF IMPROVEMENT(S) – DOCUMENTATION REQUIRED*

NOTES:

Requested Financing:

REQUESTED ASSESSMENT REPAYMENT PERIOD	
<input type="checkbox"/> 5 Years <input type="checkbox"/> 10Years <input type="checkbox"/> 15 years <input type="checkbox"/> 20 Years	The minimum amount for a PACE Special Assessment Contract is based on the total of the requested Improvements and the pre-approval of SELF. There may be a term of 5, 10, 15, or 20 years.

Important Clarification
<ul style="list-style-type: none"> • Work cannot begin until Notice to Proceed to Vendor is issued. • Payment is disbursed after completion of work and final contractor documents are submitted to SELF. • For single disbursement contracts, <u>one</u> payment is issued, after <u>all</u> contractors' work is complete. • Annual Assessment payments will be collected on the annual property tax bill administered by the Tax Collector. • Prepayment is allowed, however a prepayment penalty of 5% of the outstanding principal balance will be imposed and charged on the tax bill. • Accrued Interest – Interest begins accruing on “Special Assessment” (loan amount) 30 days after the Financing Agreement is signed. • Capitalized interest for period financed outside of Tax Year cycle will be included into original amount of assessment. • Qualifying Improvements may only be financed hereunder for non-residential and multi-family parcels, and parcels owned by non-profit entities. <p><u>Initial Here</u> _____</p>

SECTION 5: Requirements to proceed with Improvements

- Onsite work may begin after **ALL** of the following acts have occurred:
 1. Application has been approved by Lender
 2. SELF has officially notified client of Assessment Financing approval with a Notice of Approval Memo.
 3. There is a signed contractor/client contract provided by the client accepting the total cost and terms of the Project.
 4. “Financing Agreement” is finalized and signed. .
 5. The Vendor (“contractor”) has received a “Notice to Proceed” from SELF.

**Project cost may not be modified once the Financing Agreement is signed and approved.*

SECTION 6: Declarations

By signing this Application, the undersigned hereby declares under penalty of perjury under the laws of the State of Florida all of the following:

1. I (we) am (are) the current owner(s) of the record of the property described herein (the "Property").
2. The Property is not currently involved in a bankruptcy proceeding nor has been for the past 3 years.
3. I (we) am (are) current, for the past three years, on any mortgage or other loan secured by the Property.
4. I (we) and the Property meet the eligibility requirements listed in Section 1.
5. That (i) the information provided in this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii) that I (we) understand that any intentional or negligent misrepresentation(s) of the information contained in this Application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to Saint Lucie County, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I (we) have made in this Application.
6. I (we) am (are) applying to participate in the Energy and Sustainability Financing Program (ESFP) through Saint Lucie County Property Assessed Clean Energy (SLC PACE). I (we) understand that I (we) must execute a Financing Agreement with Saint Lucie County in order to receive financing for the Improvements and I (we) have the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the Financing Agreement and Implementation Agreement, this Application, and the various documents and instruments referenced herein.
7. I (we) understand that the financing provided pursuant to the Financing Agreement will be repayable through an assessment levied against this Property. The Financing Agreement will specify the amount of the assessment and the assessment installments and the interest on the assessment to be collected on the tax bill for the Property each year. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I (we) sell the Property to another person. I (we) understand that assessment installments together with the interest on the assessment will be collected on my (our) property tax bill in the same manner and at the same time as property taxes and will be subject to the same penalties, remedies, and lien priorities as for property taxes in the event of delinquency.
8. I (we) understand that if I (we) pay property taxes through an escrow account, it is my (our) responsibility to notify my (our) lender to adjust my (our) monthly payments.
9. I (we) have reviewed any existing loan agreements and security instruments applicable to the Property, and verified that executing the Financing Agreement, receiving the financing for the Improvements, and consenting to the assessment levied against the Property will not constitute a default under any other agreement or security instrument which affects the Property or to which I (we) am (are) a party.
10. I (we) agree that the selection of any product(s), equipment, and measures referenced in this Application (the "Improvements"), the selection of any manufacturer(s), dealer(s), supplier(s), contractor(s) and installer(s), and the decision regarding the purchase, installation and ownership/maintenance of the Improvements is (are) my (our) sole responsibility and that I (we) have not relied upon any representations or recommendations of Saint Lucie County, its agents, representatives, assignees, or employees, in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is on the list of Approved Contractors.
11. I (we) understand that Saint Lucie County and SELF make no warranty, whether express or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, use or application of the Improvements.

- 12. I (we) agree that Saint Lucie County and SELF have no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the Improvements including, but not limited to, any effect on indoor pollutants, or (iv) any other matter with respect to the SLC PACE program.
- 13. I (we) agree that any carbon credits attributable to the Improvements, if any, shall be held by St. Lucie County on behalf of the Energy and Sustainability Financing Program (ESFP).
- 14. I (we) understand that I (we) is (are) responsible for meeting all SLC PACE program requirements and complying with all applicable Federal/State/County/City laws and the requirements of any agreement which affects the Property or the use of the Property.
- 15. I (we) understand that receipt of any manufacturer, utility or governmental incentive is (are) my (our) sole responsibility.

Signed on this _____
Date Month Year

in the City of _____ State of Florida.

_____ Property Owner Signature	_____ Printed Name
_____ Property Owner Signature	_____ Printed Name
_____ Property Owner Signature	_____ Printed Name

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT, WHICH MAY APPLY TO THIS TRANSACTION, PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, DC 20580.

DISCLOSURE REGARDING ASSESSMENT FINANCING

The St. Lucie County Energy and Sustainability Financing Program establishes the manner by which St. Lucie County (“County”) may finance energy efficiency, energy related improvements, water conservation and wind mitigation improvements that are permanently fixed to a property owner’s real property. Improvements will be financed pursuant to an assessment contract between the County and the property owner.

The financing of Improvements will be secured by and repayable through an assessment levied by the County against the owner’s property (the “Property”) each year until the assessment is paid off. Assessment installments (including principal and interest) will be collected on the property tax bill for the Property in the same manner and at the same time as property taxes. Assessment installments will be subject to the same penalties, remedies (including foreclosure and sale of the property), and lien priorities as for property taxes in the event of delinquency.

The Assessment and each installment payment (interest and penalties) will constitute a lien against the Property until paid, even though prior to full payment the Property is conveyed to another person. An assessment lien will be recorded against the Property in the office of the County Recorder of St. Lucie County upon execution of the assessment contract. Such lien will be paramount to all existing and future private liens against the Property, including mortgages, deeds of trust and other security instruments.

Before completing the St. Lucie County Energy and Sustainability Financing Program (ESFP) Assessment, a property owner should carefully review any mortgage agreement(s) or other security instrument(s) which affect the Property or to which the property owner is a party. **TO ENTER INTO A ST. LUCIE COUNTY ENERGY AND SUSTAINABILITY FINANCING PROGRAM ASSESSMENT CONTRACT, THE PROPERTY OWNER WILL NEED EXISTING LENDER(S) CONSENT. DEFAULTING UNDER AN EXISTING AGREEMENT OR SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER, WHICH COULD INCLUDE THE ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER SUCH AGREEMENT OR SECURITY INSTRUMENT.**

I (we) declare that (i) the owner has the authority to execute and deliver the Assessment contract, the Application, and the various documents and instruments referenced therein; and (ii) that executing the Assessment contract, receiving financing for Improvements, and consenting to the Assessment levied against the Property will not constitute a default under any other agreement or security instrument which affects the Property or to which the property owner is a party. **If you have any questions about any agreements or security instruments which affect the Property or about your authority to enter into the SLC ESFP Assessment contract with the County, the County strongly encourages you to consult with your own legal counsel.** St. Lucie County or the program administrator SELF (Solar and Energy Loan Fund) will not provide property owners with advice about existing agreements or security instrument.

ACKNOWLEDGEMENT OF RECEIPT

I have received a copy of the Disclosure Regarding Assessment Financing.

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name