

PACE Funding Program Handbook



Residential Property Owner
Florida PACE
Program Handbook

PACE Funding Program Handbook

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PACE Funding Program Handbook

1. Introduction

1.1 Program Overview

Home Run Financing’s Property Assessed Clean Energy (“PACE”) financing, offered through the Florida PACE Funding Agency (“FPFA or Program Sponsor”) PACE Program (the “Program”), is an innovative way for Property Owners to finance the installation of wind fortification, energy efficiency, solar and electric vehicle charging infrastructure improvements to their homes (“Eligible Products”) as a way to reduce their energy which would lower their utility bill and carbon footprint. Property Owners in participating cities and counties may borrow money through the Program to finance Eligible Products. Participation in the Program is completely voluntary, requiring full consent of all owners on the Property title. Property Owners agree to repay the amount financed over either a 5-, 10-, 15-, 20- 25-year, or 30-year period dependent upon the expected useful life of the Eligible Products being financed. Property Owners repay the financing through annual installments collected on their property taxes through a voluntary, non-ad valorem assessment lien (“PACE Assessment”).

1.2 Contacts

Program Sponsor –Florida PACE Funding Agency (FPFA)

Phone	850 400 PACE
Email	info@Floridapace.gov
Website	www.floridapace.gov

Program Administrator – Home Run Financing

Program Phone	(844) USE-PACE
Program Email	operations@homerunfinancing.com
Eligible Contractor Email	operations@homerunfinancing.com
Address	750 University Ave, Suite 140 Los Gatos, CA 95032
Website	www.homerunfinancing.com

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1.3 Call Center Hours

Applications, Eligible Contractor and Program Information

Approved Contractors will initiate an application request and homeowners will receive a secured link to a web-based application form. Once submitted, the application will be underwritten and a decision will be rendered and communicated to the applicant(s). General questions about the Program can be answered by visiting <http://www.homerunfinancing.com> or by calling Home Run Financing PACE Funding at

Telephone (844) USE – PACE. Program call center hours are:

Monday – Friday: 9:00AM (EST) – 11:00PM (EST)

Saturday and Sunday 1:00 PM (EST) – 11:00 PM (EST)

1.4 Florida PACE Funding Agency Overview

The Florida PACE Funding Agency was created in June 2011 by general law through an interlocal agreement. The initial incorporators are Flagler County and the City of Kissimmee. The Agency’s mission is to facilitate the implementation, planning, development, funding, financing, marketing and management of a statewide platform so that counties and cities can easily and economically take advantage of a uniform, scalable program for their property-owning constituents. The Florida PACE Funding Agency was designed to insulate local governments from liability and the heavy use of staff time for such a voluntary program.

1.5 Future Program Changes and Disclaimers

The Program Administrator reserves their right to change the Program and its terms at any time; however, any such change will not affect a Property Owner’s existing Annual PACE Assessment Obligation agreed to in an executed PACE Financing Agreement.

All applicants **must** (and interested parties such as Eligible Contractors should) read the Handbook with a focus on the Section 5, Additional Terms and Requirements, which describes many of the legal issues associated with the Program, including the responsibilities and obligations of both participating Property Owners, Eligible Contractors, and the Program Administrator.

2. Program Eligibility Requirements

A summary of eligibility requirements is listed below with details on each requirement provided in sections 2.1 – 2.9. General questions about the Program can be answered by visiting the Program Website at www.homerunfinancing.com or calling the Program’s toll free hotline 1-844 USE – PACE.

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PROPERTY

Property must be Residential and pay property taxes.

Property must be in an eligible community.

New construction is not eligible unless a certificate of occupancy has been obtained.

Manufactured and mobile homes can be approved if permanent affixed to real property and if the mobile/manufactured homeowner also own the underlying land and pay real property taxes.

Properties within Homeowners Associations (“HOA”) are eligible, subject to HOA restrictions.

Property that is held in a trust or owned by another legal entity are eligible subject to the conditions contained herein.

The Property cannot have any current involuntary liens or judgments.

The Property cannot be subject to any notices of default.

PROPERTY OWNERS

Applicant(s) must be the owner(s) of record of the subject Property.

All Property Owners must sign all required documentation, including but not limited to the application, the Completion Certificate and the PACE Financing Agreement with all other required Financing Documents.

All debt secured by the subject Property must be current.

Property taxes must be current. Property Owner(s) must certify that property taxes have not been paid late during the prior 3 years (or since purchase if owned by them for less than 12 months).

The subject Property may not be subject to any default.

Property title cannot be subject to power of attorney, easements or subordination agreements restricting authority of the Property Owner(s) to a PACE lien.

Property Owners must be working with an approved Eligible Contractor, no self-installation is permitted.

The Property may not be subject to a reverse mortgage.

ELIGIBLE PRODUCTS

Eligible Products are identified by the Eligible Products guidelines attached as Appendix 6.4.

All products and materials must be new; used, refurbished or remanufactured products are not eligible.

ELIGIBLE CONTRACTORS

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Only Eligible Contractors that have been approved by a Program Administrator may complete Projects financed by the Program.

Eligible Contractors must be in good standing with their city or county (“Local Licensing Administrator”).

Eligible Contractors may only perform work for which they have the appropriate Local Licensing Administrator license.

Eligible Contractors must have general liability and workers compensation insurance and are required to carry a bond that adequately protects the Property Owner for the Project costs.

PACE ASSESSMENT AMOUNTS

The minimum PACE Assessment amount is two thousand five hundred dollars (\$2,500).

The Maximum Assessment amount is 20%* of the Just Value as determined by the county property appraiser.

The Term(s) cannot exceed the useful life of the Eligible Product.

2.1. Eligible Property Types & Requirements

To be eligible, the Property must be Residential, pay property taxes, and meet the requirements as set forth below:

Eligible Community

The Property must be located within a county or city that (a) is a member of FPFA Open PACE and (b) is participating in the Program by adopting an authorizing resolution in compliance with applicable law. A current list of Participating Communities in the Program can be found at <https://floridapace.gov/participating-communities/>.

New Construction

New construction is not eligible unless certificate of occupancy has been obtained.

Mobile & Manufactured Homes

Mobile homes and manufactured homes are eligible if the homes are permanently attached to the real Property, and if the mobile/manufactured home owner(s) also own the underlying land and pay real property taxes (not DMV fees).

Homeowners Associations

Properties within Homeowners Associations (“HOA”) are eligible, subject to HOA restrictions. It is the Property Owner(s) sole responsibility to ensure that the installed products meet all HOA requirements.

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The Program and Program Administrators are not responsible for any claims made by an HOA. If a HOA requires a Property Owner to remove and or modify any improvements financed by the Program, the Property Owner is still responsible for making payments as agreed in the PACE Financing Agreement.

Properties held in Trusts and Corporate Entities

If the Property is held in a trust or owned by a legal entity such as a corporation or LLC, the Property may be eligible for Program participation provided that the applicant(s) produce documentation from the legal entity granting the applicant(s) the authority to enter into such a transaction.

Liens

The subject Property must not have any Federal, State, or involuntary. Prohibited liens do not include community facilities district assessments or other financing district liens placed on all properties in that particular financing district.

2.2. Property Owners

To be eligible, the Property Owner(s) must meet the following criteria:

Owner of Record

Applicant(s) must be the owner(s) of record according to the Property's title records recorded with the Participating County.

Mortgage Status

All debt secured by the subject Property must be current.

Property Tax Status

All property taxes for the assessed Property must be current for the previous three years or since the current owner(s) acquired the Property, whichever period is shorter.

Approval

All Property Owners of record must sign the Required Program Documents as described in the Required Documents sections of this Program Handbook.

2.3 Eligible Products

The Program offers a way for Property Owners to finance the installation of solar, energy efficiency, and storm-hardening infrastructure that will be permanently fixed to Property. The PACE Financing Agreement can be used to cover the cost of a Project to include but not limited to: products, materials, professional installation, analysis, design, drafting, engineering, permitting, inspections and fees. Neither

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the Installation Contract nor PACE Assessment can include products that are not eligible for PACE nor any labor charges that are not directly related to the installation of Eligible Products. The initial Eligible Products are identified by the initial Eligible Products and Useful Life Schedule attached as Appendix 6.4, and the Program Administrator may update the product eligibility guidelines and, accordingly, the list of Eligible Products authorized for financing from time to time. To be eligible the Project must meet the following criteria:

Approved Products

Products must be approved by the Program Administrator, and meet minimum energy production, energy efficiency, and/or other requirements. Product guidelines and eligibility criteria is attached as Appendix 6.4.

New Products and Custom Projects

Property Owners who would like to install a product that is not on the Eligible Product List can fill out and submit a New Product Application Form. This form is typically filled out by the Eligible Contractor. The Program will review the new product request and determine if the product meets necessary energy efficiency performance attributes, and business objectives of PACE Funding. A decision will be made by the Program to add the new product to the Eligible Product and Useful Life Schedule, not approve the new product, or consider it a Custom Project (defined below). All such decisions are made at the sole discretion of the Program Administrator.

A Custom Project is defined to be a one-time requirement whereby the circumstances are such that the Project (product included) passes the energy scrutiny in the specific case that is being requested. Approval of a Custom Project for one property will not be considered to establish a precedent that would necessarily be applied to other homes such that it should be considered a new product or placed on the Eligible Product schedule. The Program Administrator reserves the sole right to approve or disapprove of new products and Custom Projects.

No Used Products

All products and materials must be new. Used, refurbished or remanufactured products are not eligible for PACE financing.

Permanently Affixed

Eligible products must be permanently affixed to the subject Property.

Installation

A licensed Eligible Contractor that is approved by the Program Administrator must complete all installations. No self-installations are permitted. Installation costs may include, but are not

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limited to, energy audit costs, appraisals, labor, design, drafting, engineering, permit fees, and inspection charges.

2.4 Eligible Product Costs

Eligible costs under the program include both the cost of eligible equipment and the installation costs. Installation costs may include, but aren't necessarily limited to, energy audit costs, appraisals, labor, design, drafting, engineering, permit fees, and inspection charges. The cost of installing Eligible Products must be reasonable and accomplished within industry guidelines. If the costs reflected in the Completion Certificate exceed industry guidelines, the Program Administrator has the right to refuse to finance any excessive costs and/or request additional documentation to determine the reasonableness of the Completion Certificate.

In addition to financing the eligible equipment and installation costs, this Program also finances the financing costs, referenced in section 3.2.

All available up-front federal, state, or utility rebates that are assignable to the Eligible Contractor must be deducted from the PACE Assessment amount at the time of financing. The Property Owner and the Eligible Contractor are responsible for notifying the Program of the qualification, award or grant of the Eligible Products for any such assignable rebates.

Performance-based incentives which are paid over time are not required to be deducted. State or federal tax credits and rebates that are not assignable to the Eligible Contractor are not required to be deducted from the PACE Assessment amount; however, Property Owners may wish to consider these additional benefits in determining the amount of their financing request.

2.5 Participating Eligible Contractors

Eligible Contractors

Only Eligible Contractors that have been approved by the Program Administrator may complete Projects financed by the Program. New Eligible Contractors may apply to participate in the Program by contacting the Program Administrator and requesting a new Eligible Contractor application. Upon receiving a completed new Eligible Contractor application, the Program Administrator will review and determine if the Eligible Contractor meets the necessary criteria for Program eligibility. Approval or denial of a new Eligible Contractor shall be at the sole discretion of the Program Administrator.

For interest parties, please apply either via the hotline at (844) USE-PACE or visit the Program Website at <http://www.homerunfinancing.com>. Typical response time for approval of a complete application is 3-5 business days.

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PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR SELECTING AND ENTERING INTO AN INSTALLATION CONTRACT WITH THE ELIGIBLE CONTRACTOR(S) TO WORK ON THE INSTALLATION OF THEIR PRODUCTS. THE PROGRAM AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, ADMINISTRATORS AND ASSIGNS DO NOT ENDORSE OR RECOMMEND ELIGIBLE CONTRACTORS WHO REGISTER WITH THE PROGRAM, NOR DO THEY GUARANTEE, WARRANTY OR OTHERWISE INSURE THE COMPLETION OF THE INSTALLATION OF THE ELIGIBLE PRODUCTS BY SUCH ELIGIBLE CONTRACTORS OR THE OPERATION OF THE ELIGIBLE PRODUCTS OR ANY OTHER PERSON INVOLVED WITH THE INSTALLED PRODUCTS, THE DESIGN OR MANUFACTURE OF SUCH PRODUCTS, OR THE ECONOMIC VALUE, ENERGY SAVINGS, SAFETY, DURABILITY OR RELIABILITY OF SUCH PRODUCTS.

In addition to meeting the Program Administrator’s application requirements, an Eligible Contractor must meet the following minimum criteria to be register with a Program Administrator:

Good Standing

Eligible Contractor must be in good standing with the Florida State License Board (“Local Licensing Administrator”).

Qualified to Install

Eligible Contractors may only perform work for which they have the appropriate Local Licensing Administrator license.

Installation Warranty

Eligible Contractors must provide a reasonable warranty as determined by the Program Administrator for all work performed.

Quality Control

The Program Administrator may at their own discretion conduct quality control procedures to ensure that every Project financed by the Program meets the Program and Program Administrator’s eligibility requirements.

Inspection

The Program Administrator reserves the right to schedule an on-site validation visit to confirm that the approved Eligible Product was fully and permanently installed either before or after Assessment proceeds have been dispersed.

2.6 PACE Assessment Amounts

Minimum PACE Assessment

The minimum PACE Assessment is two thousand five hundred dollars (\$2,500).

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Maximum PACE Assessment

The maximum Assessment is equal to the lesser of up to 20% of the Just Value of the property as determined by the county property appraiser.

2.7 PACE Assessment Terms

The Program offers flexible financing Terms from five (5) to twenty-five (25) years. The financing Term may not exceed the useful life of the installed Eligible Product. The Program Sponsor and Administrator determine the useful life and maximum financing term offered for each PACE Assessment, which is set forth in Appendix 6.4, and may be changed from time to time. If the Eligible Products used have a different useful life, the useful life that is applicable to the greatest percentage of the Project will pertain.

2.8 Rebates and Tax Credits

Federal, state, or local laws or rebate programs may change at any time. The Program Administrator is not liable for any loss of or change in a rebate or tax credit. Property Owners should consult with their tax advisors and/or accountants as to the applicability of any federal tax credits to their personal tax situation.

2.9 Number of PACE Assessments

Property Owner(s) may apply for multiple PACE Assessments under the Program for the same Property, or another Property, provided that the sum of all PACE Assessments for that particular Property meet all Program guidelines described herein, including but not limited to maximum PACE Assessment amounts.

2.10 Fraudulent Activity

Any misrepresentations made to the Program in the application, the Installation Contract or any other document at any time during the Program may cause the Property Owner and/or the Eligible Contractor to be terminated from the Program and may result in legal action. For example, such misrepresentation may, in the sole discretion of the Program, result in a denial of an application, a notification that any installed Eligible Products will be ineligible to be financed by the Program, or a legal proceeding, civil or criminal, to recover any fraudulently obtained funds.

3. Financial Terms

Below are the costs associated with the PACE Assessment. All Interest Rates and fees are subject to change. Interest rates and fees for a PACE Assessment are set at the time that Financing Documents are issued. If work is not completed by the Expiration Date indicated on the Financing Documents, then the

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Program Administrator reserves the right to require you to enter into a new PACE Assessment. The new contract may have a different Interest Rate and costs.

3.1 Interest Rates

The Interest Rate on the PACE Assessment is set at the sole discretion of the Program Administrator. The final Interest Rate will be established in the Financing Documents. The Interest Rates will remain fixed for the entire term of the PACE Assessment.

Interest before First Payment

An amount equal to the interest between the Funding Date and the first payment date (“Capitalized Interest”) will be added to the Principal balance of the PACE Assessment.

Based on the Funding Date of your PACE Financing Agreement, payments on your assessment may not be due until the following tax year. Capitalized Interest is the amount of interest that is added to the PACE Assessment amount for the period prior to when the first PACE Assessment installment payment is made. The amount of Capitalized Interest will be included on your Financing Documents.

3.2 PACE Assessment Costs

Application

There are no costs to apply for the Program.

Program Origination Fee

A Program Origination Fee is a one-time fee that can be financed or paid by the Property Owner(s). The Program Origination Fee covers the cost of issuing the bonds. The Program Origination Fee is identified in the Financing Documents.

Lien Recording Fee

The Lien Recording Fee is a one-time fee used to record the recording documents at the county recorder’s office. The estimated Lien Recording Fee is identified on the Program Website with the actual county Lien Recording Fee included in the Financing Documents. This fee is currently \$60.

Annual Ongoing Administrative Fee

The annual ongoing administrative fee is an annual fee for ongoing administrative expenses incurred by the Program in connection with collecting PACE Assessments and the administration and management of the Program. The amount of such fee, if any, will be provided in the Financing Documents. This fee is currently 2.0% of the annual payment plus \$95 per year.

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Financing Agreement 3.3 Annual Repayments

Property Owners will repay the principal, interest and applicable fees over the financing term as agreed to and specified in the PACE Financing Agreement, any Addendum, and plus the Summary Memorandum. Payment will be billed and paid as a line item on the Property tax bill. Failure to repay as agreed will result in additional interest and penalties and may result in foreclosure and sale of the Property.

3.4 Prepayments and Re-amortization

Prepayment

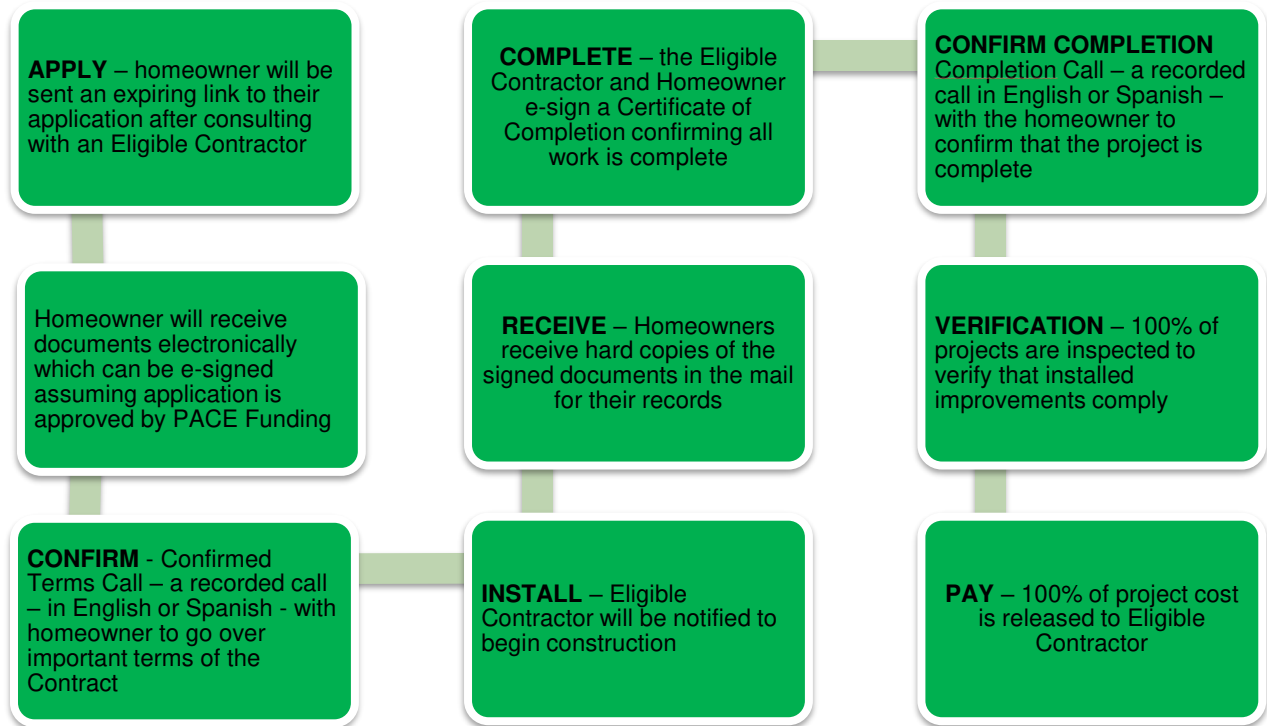
The PACE Assessment may be prepaid at any time, as long as the prepayment is at least \$2,500.

4. Program Process

The Program Process section describes the entire process for Residential Property Owners, Eligible Contractors, and Program Representatives from before the Project begins, though all steps of the financing process.

4.1. Process Overview

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4.2. Application

Property Owner Application

Property Owner(s) will need to complete an application to receive financing. Approved Contractors will initiate an application request and homeowners will receive a secured link to a web-based application form. Once submitted, the application will be underwritten, and a decision will be rendered and communicated to the applicant(s).

Submission of an application does not guarantee that you will be approved for financing. Additionally, if you proceed with installing your Project prior to receiving approval, you assume the risk that your project, property or Eligible Contractor may not be eligible for financing. Furthermore, if a Property Owner is approved for financing but then installs products that are not eligible, those products will not be funded.

By submitting an application, you are specifically authorizing and agreeing that the Program Administrator has permission to obtain a credit report for each Property Owner and any other informational reports

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needed to verify bankruptcy and current property debt, obtain a property valuation, verify your declarations regarding title to the Property and current and historical property tax status, and complete any other necessary record checks to verify information in the application or confirm eligibility for the Program.

Truth In Lending Act Disclosure

A Truth in Lending Act disclosure (TILA) in the application is provided to Property Owner(s) and it must be signed when signing the PACE Financing Agreement. If the amount of requested financing changes during the application process such that it changes the interest rate reported on the original TILA disclosure by 0.125% or more, the Property Owner(s) must sign a new TILA disclosure prior to the Program Administrator approving the application for contract signing.

Lender Notice

The Program Administrator is legally required to notify the mortgage lender 30 days prior to the execution of the financing agreement.

4.3 Application Results

Approved

An application will be approved if an underwriter has verified all of the items listed in the Eligibility Requirements for properties and Property Owners. An approved applicant will receive an Approval Letter with instructions about the next steps for obtaining Program approval of Eligible Products, signing Financing Documents, installation of Eligible Products, satisfying any pre-closing stipulations and submitting the Completion Certificate. An approved applicant must comply with all Program requirements for these items or will not be approved for funding at a later date.

Under Review

An application will be reviewed if the underwriter and/or the automated underwriting system is unable to connect the Property with the Property Owner using the information that was submitted by the applicant or any issues arise during verification of eligibility requirements. Under review applicants will be notified of the issues that need to be resolved before the application can be advanced. If the applicant has any questions, he or she can always call the underwriter to discuss the status of his/her application. If an applicant fails to address the issues associated with the application, it may result in the application being subsequently declined.

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Declined

An application will be declined if an underwriter determines that the applicant(s) or the Property do not meet the eligibility requirements. A Property Owner/applicant will be notified in writing by mail of the specific reason(s) why his or her application was denied.

4.4. Financing Documents

After products are approved, Property Owners will be emailed their Financing Documents, which must be e-signed and returned to the Program by the date stated on the signature page of the PACE Financing Agreement. The following individual documents are included in the Financing Documents:

Application

To be submitted at the beginning of the process, used by the Program Administrator to determine eligibility and Approval Amount.

PACE Financing Agreement

A contract between the Property Owner(s) and Program to provide financing for approved projects. The PACE Financing Agreement specifies the terms and conditions that would be agreed to by a Property Owner and FPFA.

Work Estimate

A document that describes the scope, products, and costs of each project being financed in the PACE Financing Agreement.

Right to Cancel

A document that allows the Property Owner(s) to cancel a PACE Financing Agreement prior to start of construction, provided to the Property Owner(s) with the PACE Financing Agreement. Under state law, Property Owner(s) have a legal right to cancel a PACE Financing Agreement, without cost up until the Property Owner signs the Completion Certificate.

If the Property Owner(s) cancels the PACE Financing Agreement, no assessment lien will be placed on the Property.

If Property Owner(s) decided to cancel their PACE Financing Agreement, Property Owner(s) must do so by notifying The Program Administrator in writing at its current address provided on www.homerunfinancing.com

Property Owner(s) may use any written statement that is signed and dated by Property Owner(s) and states Property Owner(s) intention to cancel or Property Owner(s) may use the notice provided in the application. Property Owner(s) shall keep one copy of this notice because it contains important information about Property Owner(s) rights.

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Completion Certificate

A document signed by the Eligible Contractor and Property Owner upon acceptable completion of each Project; submitted to the Program Administrator upon completion of each Project.

PACE Financing Agreement Addendum

This document may be created to account for any changes in the PACE Financing Agreement. Such changes may include changes to the scope and/or cost of the project, and/or changes to the amount of capitalized interest due to the actual date of project completion.

Recording Documents

The following documents are recorded with the participating County as public record.

Notice of PACE Assessment

A Summary Memorandum to be sent with the next annual Property Tax statement sent by County revenue authorities to taxpayers detailing the amount of property tax they owe.

Additional Documents

The Program Administrator may at its own discretion require additional documents for Program financing.

4.5. Installation

A licensed Eligible Contractor that is approved by the Program Administrator must complete all installations within 120 days. No self-installations are permitted. Installation costs may include, but are not limited to, energy audit costs, appraisals, labor, design, drafting, engineering, permit fees, and inspection charges. Eligible Contractors must provide a reasonable warranty as determined by a Program Administrator for all work performed.

4.6. Payment Issued

Once the work of the Installation Contract has been completed by the Eligible Contractor, the Property Owner must submit an executed Completion Certificate to the Program for approval.

4.7. Record Lien on Property

After receiving the executed Completion Certificate, Program Administrator will make a payment to the Eligible Contractor(s) listed on the Completion Certificate, and the Program will record the PACE Assessment lien documents with the County in which the Property is located. Bonds are then issued to finance the PACE Assessment.

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4.8. PACE Assessment added to Property Taxes

For all Property Owner(s) who sign Financing Documents, the Program will submit to the county a tax roll that identifies the PACE Assessment lien and the PACE Assessment due. This PACE Assessment payment will appear as a separate line item on a Property Owner's annual property tax bills for the term of the financing.

Recordation of the PACE Assessment lien on the Property will establish a continuing annual lien for the term of the financing or until a full prepayment is processed. The Property Owner(s) are required to pay the entire Annual Assessment Obligation listed on the tax bill.

If the Property Owner wishes to sell the Property, under Florida law, property taxes typically stay with the Property when it is sold and the same is true with all assessments. Under the Home Run Financing PACE Funding Program, when a Property Owner sells or refinances their Property, the Program will permit their PACE Assessment to stay with the Property; however, the Program makes no representations or warranties regarding any other lenders or buyers requirements or practices pertaining to tax assessments, PACE Assessments, and/or liens. Property Owners should consult with their lenders at the time of refinance or sale of the Property to determine whether their PACE Assessment will need to be paid in full. In addition, by law, Property Owners must provide notice of the PACE Assessment to the buyer prior to sale of the Property.

If a Property Owner uses an impound or escrow account to pay his or her property taxes, Property Owner can contact the impound account administrator to increase monthly impound payments by an amount equal to the total annual PACE Assessment divided by twelve (12) months.

5. Additional Terms and Requirements

Agree to all Program Terms

By execution of the Financing Documents, each executing Property Owner certifies that they have read, understood and agreed to the terms of the Program as outlined in this Program Handbook in addition to the terms of the PACE Financing Agreement. Property Owner also thereby certifies that the Property Owner(s), the Property, and the Installation Contract meet all Program eligibility requirements to the best of the Property Owner's knowledge.

Property Owner Representations

By submitting a Program application, the Property Owner represents that He or She:

- Is the legal Property Owner;
- Has the authority to install Eligible Products on the Property;

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- Has received a copy of this Program Handbook;
- Is authorizing the Program Administrator to obtain credit information;

Tax Matters

The Program and Program Administrators do not offer any tax advice or related services. Property Owners should consult with a qualified tax advisor or accountant on any tax matters including whether or not the interest on the PACE assessment is tax-deductible.

Fraudulent Activity

Any misrepresentations made to the Program or Program Administrator by a Property Owner or Eligible Contractor at any time is likely to cause the Property Owner and/or the Eligible Contractor to be terminated from the Program and may result in legal action.

Marketing Guidelines

Use of any trademarks, logos or other branding collateral owned by the FPFA or the Program Administrator requires prior written approval.

Collection & Use of Data

By submitting a Program application, Property Owner agrees that the Program Administrator may disclose his or her personal information to Program staff, and that the Program Administrator and Program staff may disclose that information to third parties when such disclosure is essential to the conduct of the Program Administrators' or its member agencies' business or to provide services to Property Owner, including, but not limited to, where such disclosure is necessary to (i) comply with the law, legal process or regulators, (ii) enable the Program Administrator or the Program staff or third parties to provide services to Property Owner and to otherwise perform their duties, and (iii) obtain and provide credit reporting information.

No Endorsement

The Program offers no endorsement of the Eligible Contractors, Products, or product claims of specific economic value, warranty, energy savings, safety or reliability of the products.

Defaults on PACE Assessment Payments

If Property Owner does not pay the assessment installment when due, the enforcement and collection procedures set forth in the Uniform Method of Collection may be employed which could result in a sale of tax certificates by the local county tax collector for the Property and the ultimate sale of the Property for the payment of the delinquent assessment installments, associated penalties, interest, and other costs..

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Releases and Indemnification

By submitting a Program application, Property Owner thereby acknowledges that the FPFA has established the Program solely for the purpose of assisting the Property Owners in the participating jurisdictions with the financing of approved products and that FPFA, Program Administrators, the member agencies and Program staff, including their officers, directors, employees and agents, have no responsibility of any kind for, and shall have no liability of any kind arising out of, the installation, operation, refinancing or maintenance of the products. Property Owner agrees that Property Owner and his or her successors in interest to the fee simple title in the subject Property shall be solely responsible for the installation, operation, refinancing or maintenance of the products. Participation in the Program does not in any way obligate FPFA, Program Administrators, the member agencies and Program staff, including their officers, directors, employees and agents, to guarantee or ensure the performance of any products. Property Owner thereby acknowledges that the subject Property will be responsible for payment of the Annual Financing Payment.

Property Owner also agrees to release, defend, indemnify, and hold harmless FPFA, Program Administrators, the member agencies and Program staff, including their officers, directors, employees and agents, from and against any claims, actions, demands, costs, damages or lawsuits, including the payment of attorneys' fees and cost of court, arising out of or in any way connected with his or her participation in this Program, including, without limitation, the installation, maintenance or repair of the products or compliance with any applicable federal, state or local laws.

Property Owners Are Responsible for Products, Building Permits and Inspections

The Property Owner is solely responsible for all products installed on his or her Property, including the selection of any Eligible Contractor(s), energy auditor(s), or equipment, including manufacturers. Any performance related issues are the responsibility of the Property Owner and the Property Owner's Eligible Contractor(s). Neither the FPFA, the member agencies and Program staff, including their officers, directors, employees and agents nor the Program Administrator is responsible for the performance of the products. ***FPFA and the Program Administrator disclaim any express or implied warranty of merchantability or fitness for a particular purpose in connection with the Property Owner's purchase or installation of any Product under the Program.***

Completion of all city and county permitting and inspections are the responsibility of the Property Owner. The Program Administrator will require a copy of the final approved permit, if required, to submit a Completion Certificate.

Dispute Resolution

Signed PACE Financing Agreement:

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The parties who have signed a PACE Financing Agreement for the Program shall attempt in good faith to promptly resolve any dispute arising out of or relating to any PACE Financing Agreement under the Program by negotiations between the Program Administrator or his or her designated representative and the Property Owner. Either party must give the other party or parties written notice (sent by certified mail) of any dispute. Within thirty (30) calendar days after delivery of the notice, the Program Administrator, and the Property Owner shall meet at a mutually acceptable time and place, and shall attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, any party may pursue other remedies, including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations. Each party is required to continue to perform its obligations under the PACE Financing Agreement pending final resolution of any dispute arising out of or relating to the PACE Financing Agreement. If a meeting and mediation is unsuccessful, the matter will be submitted to binding arbitration. The parties will mutually select an arbitrator. The arbitration will be decided using so-called “baseball arbitration” or “best last offer” where the arbitrator may only choose one of the final two offers.

No Signed Financing Agreement:

Property Owners who wish to dispute decision(s) made by the Program Administrator, but who have not signed a formal Financing Agreement, shall use a similar process. Written notice must be sent by certified mail to the Program Administrator at the Address indicated in the Contact section of this Program Handbook. The notice must identify the issue(s) for resolution, the circumstances that surround the issue(s), the section in the Handbook that the issue(s) pertain(s) to, and a timeline of events. Within thirty (30) calendar days after delivery of the notice, the Program Administrator with the Property Owner, and shall attempt to resolve the dispute. The Program Administrator shall render a written decision in 30 calendar days and send that decision to the Property Owner. The decision of the Program Administrator is final.

6. Appendix

6.1. Glossary of Terms and Other Useful Resources

Terms

Annual Assessment Obligation: The annual amount added to your property tax bill, which is equal to Principal, Interest, Estimated Administrative Expenses, and any Tax Collector or Property Appraiser fees for one tax year.

Annual Financing Installment: The annual Principal and interest paid for one tax year.

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Annual Fuel Utilization Efficiency (AFUE): AFUE is the standard measurement of efficiency for gas and oil-fired furnaces. Given in percentages, this number tells you how much of your fuel is used to heat your home and how much fuel is wasted. The higher the AFUE rating, the greater the efficiency.

Assessment: This is equal to the sum of the Project Amount and Upfront Costs.

Financing Agreement: The legal financing agreement between the Property Owner(s) and PFPA.

Financing Agreement Addendum: An addendum to the Financing Agreement that is used to make corrections to the contract and/or modify the contract to make desired Project changes.

Financing Agreement Date: The date that the Financing Agreement was generated for the Property Owner(s) signature.

Local Licensing Administrator: The Local Licensing Administrator is the city or county entity in Florida that licenses and regulates the local contractors.

Capitalized Interest: The interest on the financed amount for the period prior to the first tax year (or initial tax year) in which payment is made.

Completion Certificate: A document signed by the Property Owner(s) and Eligible Contractor upon satisfactory completion of the Project.

Cool Roof: roof that reflects and emits the sun's heat back to the sky instead of transferring it to the building below. "Coolness" is measured by two properties, solar reflectance and thermal emittance. Both properties are measured from zero (0) to one (1) and the higher the value, the "cooler" the roof

Custom Project: A one-time requirement whereby the circumstances are such that the Project (product included) passes the energy and efficiency scrutiny in the specific case that is being requested.

Energy Efficiency Ratio (EER): EER is a measure of how efficiently a cooling system will operate when the outdoor temperature is at a specific level (95of). The higher the EER, the more efficient the system.

Eligible Contractor: The person or business entity who contracts to install Eligible Products and has signed a Eligible Contractor Agreement.

Eligible Products: All Eligible Products listed in Appendix 6.4.

ENERGY STAR: ENERGY STAR is a U.S. Environmental Protection Agency (EPA) voluntary program that helps businesses and individuals save money and protect our climate through superior energy efficiency.

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Estimated Administrative Fee: The annual fee to cover the applicable county tax collector and property appraiser fees and FPFA's cost of managing and collecting the Assessment on your property tax bill.

Expiration Date: The date that all approved Eligible Products must be installed and completed in order for the locked Interest Rate on the Financing Agreement to remain unchanged. (120 days after the Financing Agreement Date, depending on the installed Eligible Products).

Financing Documents: The Financing Documents are all the documents which the Property Owner must sign as set forth in the application, Completion Certificate and Financing Agreement.

Funding Date: The latest possible date for disbursement of payments to the designated payee indicated on the Completion Certificate.

Interest Rate: The rate applied to the financed amount. This is not compounded.

Installation Contract: The contract signed by the Property Owner(s) and the Eligible Contractor wherein Eligible Contractor agrees to install Eligible Products on the Property and Property Owner(s) agree(s) to pay the Project Amount, which will be financed by the PACE Assessment. The Installation Contract cannot include products that are not eligible for PACE nor any labor charges that are not directly related to the installation of Eligible Products.

Just Value: The value of a Property that has been determined by the county assessor's office. This is the basis on which you pay property taxes.

Participating Community: Areas that are FPFA member agencies where Program financing is available as identified on <https://floridapace.gov/participating-communities/> Other member agencies may elect to participate in the future.

Principal: Also called PACE Assessment. This is equal to the sum of the Project Amount and Upfront Costs.

Project: The installation of Eligible Products on the Property by an Eligible Contractor.

Project Amount: The total amount requested by the Property Owner(s) to finance the Project.

Program: PACE Funding financing available through the FPFA PACE Program.

Program Administrator: PACE Funding is the designated a Program Administrator by the FPFA Board of Directors.

Program Origination Fee: One-time fee that can be financed or paid by the Property Owner(s) that covers the cost of issuing the bonds. Annual Fee also. The Program Origination Fee is identified included in the

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Financing Documents. Separate from the one-time fee at time of issuance, there is also an annual fee which is paid on an annual basis

Program-Related Fees: One-time and annual fees incurred at Funding Date. Program-Related Fees include program administration, origination, program sponsor, bond counsel, and tax administration.

Property: The Real Property where Eligible Products will be installed.

Property Owner: The record owner(s) of the fee title to the Property.

Real Property: A property in a city or county that is participating in the Program that is subject to a real property tax.

Residential: Single family home, with four (4) or fewer residential units.

R-Value: R-Value is a measure of thermal resistance used in the building and construction industry, usually for insulation. The higher the R-Value, the greater the insulation qualities of the product.

Seasonal Energy Efficiency Ratio (SEER): SEER is most commonly used to measure the efficiency of central air conditioners and air source heat pumps. SEER measures how efficiently a cooling system will operate over an entire season. The higher the SEER, the more efficient the system.

Solar Heat Gain Coefficient (SHGC): SHGC measures how well a product blocks heat by sunlight. SHGC is expressed as a number between 0 and 1. The lower the SHGC, the less solar heat is transmitted into the building.

Solar Rating and Certification Corporation (SRCC): The SRCC currently administers a certification, rating, and labeling program for solar collectors and a similar program for complete solar water heating systems.

Term: The number of years to pay off the Assessment.

Total Assessment Obligation: The sum total of Principal, interest, Estimated Administrative expenses over the Term.

Upfront Costs: One-time fees incurred at Funding Date.

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6.2. Eligible Products and Useful Life Schedule

6.2.1 Renewable & Alternative Energy Products

Solar Photovoltaic

Product Type	Eligibility Specifications	Maximum Term (Years)	
Solar Electric (photovoltaic) System	<ol style="list-style-type: none"> 1. Installation Eligible Contractor must have the correct Local Licensing Administrator licensure to install solar systems. 2. System must be grid connected unless the Property is not currently connected to the grid. 3. Installed per manufacturer specifications. <p>All non-monitored systems are eligible for only a maximum 20-year term.</p>	30	
Solar Inverter	<ol style="list-style-type: none"> 1. Installation Eligible Contractor must have the correct Local Licensing Administrator licensure to install solar systems. 2. System must be grid connected unless the Property is not currently connected to the grid. 3. Installed per manufacturer specifications. 	20	

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Solar Thermal

Product Type	Eligibility Specifications	Maximum Term (Years)	
Solar Water Heating	<ol style="list-style-type: none"> 1. System must have the OG-300 System Certification by the Solar Rating and Certification Corporation (SRCC). 2. System Solar Fraction (SF) must be ≥ 0.5. 3. Installed per manufacturer specifications. 	15	
Solar Pool Heating	<ol style="list-style-type: none"> 1. Product must have the OG-100 Collector Certification by the Solar Rating and Certification Corporation (SRCC). 2. Installed per manufacturer specs. 	15	

Alternative Energy

Product Type	Eligibility Specifications	Maximum Term (Years)	
Small Wind Turbine	<ol style="list-style-type: none"> 1. Product must be certified by the Small Wind Certification Council as meeting the requirements of the AWEA Small Wind Turbine Performance and Safety Standard (9.1-2009). 2. Product must be grid connected unless the Property is not currently connected to the grid. 3. Installed per manufacturer specs. 	20	
Advanced Energy Storage System	<ol style="list-style-type: none"> 1. System must be tied to a program eligible alternative energy system, such as solar, wind or biomass. 2. System must be grid connected unless the Property is not currently connected to the grid. 3. Installed per manufacturer specs. 	10	

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Stationary Fuel Cell Power System	<ol style="list-style-type: none"> 1. System must be certified as meeting the ANSI/CSA America FC1 standard. 2. Installed in accordance with local code and/or the Standard for the Installation of Stationary Fuel Cell Power Plants, NFPA 853, the National Fuel Gas Code, ANSI Z223.1/NFPA 54, National Electrical Code, NFPA 70, as applicable. 3. Installed per manufacturer specs. 	15	
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Cogeneration

Product Type	Eligibility Specifications	Maximum Term (Years)	
Micro turbine	<ol style="list-style-type: none"> 1. Reg/Code? 2. Installed per manufacturer specs. 	20	
Internal Combustion Engine	<ol style="list-style-type: none"> 1. Reg/Code? 2. Installed per manufacturer specs. 	20	
Fuel Cell	<ol style="list-style-type: none"> 1. Reg/Code? 2. Installed per manufacturer specs. 	20	

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6.2.2 Energy Efficiency Products

High-Efficiency Heating Ventilation and Air Conditioning (HVAC)

Product Type	Eligibility Specifications	Maximum Terms (Years)	
Air-Source Heat Pump	<ol style="list-style-type: none"> 1. Product must be AHRI Certified. 2. Product must be ENERGY STAR Certified: <ol style="list-style-type: none"> a. Split: SEER \geq 14.5 and EER \geq 12 and HSPF \geq 8.2. b. Package: SEER \geq 14 and EER \geq 11 and HSPF \geq 8.0. 3. Must replace an existing product. Installed per 4. manufacturer specs. 	15	
Central Air Conditioner	<ol style="list-style-type: none"> 1. Product must be AHRI Certified and AHRI Number must be provided. 2. Product must be ENERGY STAR Certified: <ol style="list-style-type: none"> a. Split: SEER \geq 14.5 and EER \geq 12. b. Package: SEER \geq 14 and \geq EER 11. 3. Must replace an existing product. Installed per 4. manufacturer specs. 	15	
Furnace	<ol style="list-style-type: none"> 1. Product must be AHRI Certified and AHRI number must be provided. 2. Efficiency if equipped with ECM: AFUE = 80% 3. Efficiency if not equipped with ECM: <ol style="list-style-type: none"> a. AFUE = 90% Must replace an existing product. Installed 4. per manufacturer specs. 	20	
Evaporative Cooler	<ol style="list-style-type: none"> 1. 	10	

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	<ol style="list-style-type: none"> 2. Must be permanently installed through wall or on the roof; window installed product is not eligible. Must have separate ducting system – 3. independent of the air conditioning and heating duct system. 4. Installed per manufacturer specs. 		
Boiler	<ol style="list-style-type: none"> 1. Product must be AHRI Certified. 2. 3. Product must be ENERGY STAR Certified: AFUE 4. $\geq 85\%$. Must replace an existing product. Installed per manufacturer specs. 	20	
Geothermal Heat Pump	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Certified: <ol style="list-style-type: none"> a. Closed Loop Water-to-Air: ≥ 14.1 EER and ≥ 3.3 COP b. Open Loop Water-to-Air: ≥ 16.2 EER and ≥ 3.6 COP c. Closed Loop Water-to-Water: ≥ 15.1 EER and ≥ 3.0 COP d. Open Loop Water-to-Water: ≥ 19.1 EER and ≥ 3.4 COP e. DGX: ≥ 15.0 EER and ≥ 3.5 COP 2. Must replace an existing product. 3. Installed per manufacturer specs. 	15	
Hydronic Radiant Heating	<ol style="list-style-type: none"> 1. System must be powered by a high- efficiency heating source. 2. Installed per manufacturer specs. 	15	

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Mini-Split Air Conditioner	<ol style="list-style-type: none"> 1. Product must be AHRI certified. 2. Efficiency: ≥ 15 SEER and HSPF ≥ 8.2. 3. Must replace an existing product. Installed per manufacturer specs. 4. 	15	
Mini-Split Heat Pump	<ol style="list-style-type: none"> 1. Product must be AHRI certified. 2. Efficiency: ≥ 15 SEER and HSPF ≥ 8.2. 3. Must replace an existing product. Installed per manufacturer specs. 4. 	15	
Biomass / Wood Stove	<ol style="list-style-type: none"> 1. Product must be certified and listed on the EPA Certified Wood Stoves list. 2. Installed per manufacturer specs. 	15	
Duct Replacement	<ol style="list-style-type: none"> 1. Duct system leakage: <ol style="list-style-type: none"> a. Partial Replacement: $\leq 15\%$ total system nominal flow b. Full Replacement: $\leq 6\%$ total system nominal flow 2. nominal flow Duct Insulation R-Value $\geq R-6$. 	20	
Heat/Energy Recovery Ventilator	<ol style="list-style-type: none"> 1. Product must be certified by the Home Ventilation Institute (HVI). 2. Installed per manufacturer specs. 	10	
Exhaust Ventilation Fixture	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR Certified. 2. Installed per manufacturer specs. 	10	
Whole House Fan	<ol style="list-style-type: none"> 1. Installed per manufacturer specs. 	20	
Attic Ventilation Fixture	<ol style="list-style-type: none"> 1. Product must have thermostat control. 2. Installed per manufacturer specs. 	15	

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Ceiling Fan	<ol style="list-style-type: none">1. Product must be ENERGY STAR Certified.2. Installed per manufacturer specs.	10	
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Windows Doors and Skylights

Product Type	Eligibility Specifications	Maximum Terms (Years)	
Window	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR and NFRC Certified: 2. U-Factor \leq 0.32 and SHGC \leq 0.30. 3. Must replace an existing product. 4. Product NFRC label to be submitted with Completion Certificate 5. Installed per manufacturer specs. 	30	
Door	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR and NFRC Certified: <ol style="list-style-type: none"> a. Opaque: U-Factor \leq 0.21 and SHGC = Any b. \leq 1/2-Lite: U \leq 0.27 and SHGC \leq 0.30 c. $>$ 1/2-Lite: U \leq 0.32 and SHGC \leq 0.30 2. Installed per manufacturer specs. 	30	
Skylights and Tubular Day lighting Device	<ol style="list-style-type: none"> 1. Product must be NFRC Certified: U-Factor \leq 0.55 and SHGC \leq 0.30 2. Installed per manufacturer specs. 	20	
Applied Window Film	<ol style="list-style-type: none"> 1. Product must be NFRC Certified. 2. NFRC label for each different product to be submitted with Completion Certificate. <p style="margin-left: 20px;">Installed per manufacturer specs.</p>	10	

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<p>Exterior Window Shading Device</p>	<ol style="list-style-type: none"> 1. Product must be permanently secured to the exterior of the Property with attachments or fasteners that are not intended for removal. 2. Each product must be installed to provide shading to at least one window or door. 3. Product must be one of the following styles: <ol style="list-style-type: none"> a. Patio Covers b. Fixed Awnings c. Operable Awnings d. Operable Shutters e. Solar Screens 4. . Other exterior structural products including, but not limited to, sunroom enclosures, exterior decks, balconies, roof overhangs, detached/free-standing arbors, detached/freestanding pergolas, and/or carports are <u>NOT</u> eligible. 5. Interior window shading products including, but not limited to, blinds, shutters, shades, or curtains are <u>NOT</u> eligible. 6. Installed per manufacturer specs. 7. 	<p>10 or 20, depending on manufacturer warranty</p>	
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Building Envelope

Product Type	Eligibility Specifications	Maximum (Term)	
Cool Wall Coating	<ol style="list-style-type: none"> 1. Product must have solar reflectance ≥ 0.5 as tested by recognized third-party laboratory to ASTM C1549-09 standard. 2. Installed per manufacturer specs. 	20	
Cool Roof - Prescriptive	<ol style="list-style-type: none"> 1. Product must be on the FPL Approved Product List for cool roofs. 2. Installed per manufacturer specs. 	30	
Cool Roof - Performance	<p>If ENERGY STAR® Qualified roofing product is not specified, one of the following Cool Roof performance measures must also be implemented:</p> <ol style="list-style-type: none"> a. Install $\geq 1"$ Air-space between the top of the roof deck to the bottom of the roofing product. b. Insulate attic floor to R-value ≥ 38. c. Seal & Insulate attic HVAC duct work to R-8 and $\leq 6\%$ leakage. d. Install an eligible radiant barrier. e. Insulate roof deck to R-value ≥ 4. f. Install roof construction with thermal mass over a membrane with a weight of at least 25 lb./ft². 	30	
Attic Insulation	<p>R-value ≥ 38. Installed per current IECC Standards.</p>	20	
Wall Insulation	<p>R-value ≥ 13 to full framing cavity depth. Installed per current IECC Standards.</p>	20	

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Under-Floor Insulation	R-value ≥ 19 to full joist depth. Installed per current IECC Standards.	20	
Radiant Barrier	Emissivity ≤ 0.1 . Reflectivity ≥ 0.9 . Installed per manufacturer specs.	20	
Air Sealing	Performed to BPI, ENERGY STAR®, and ASHRAE 62.2 guidelines.	10	

High Efficiency Water Heating

Product Type	Eligibility Specifications	Maximum Term (years)	
Gas Storage Water Heater	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR® Certified. 2. EF ≥ 0.67. 3. Installed per manufacturer specs. 	10	
Electric Heat Pump Storage Water Heater	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR® Certified. 2. EF ≥ 2.0. 3. Installed per manufacturer specs. 	10	
Gas Tankless Water Heater	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR® Certified. 2. EF ≥ 0.82. 3. Installed per manufacturer specs. 	10	

High Efficiency Lighting

Product Type	Eligibility Specifications	Maximum Term (Years)	

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Indoor Lighting Fixture	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR® Certified. Product must be permanently installed. 2. Installed per manufacturer specs. 3. 	20	
Outdoor Lighting Fixture	<ol style="list-style-type: none"> 1. Product must be ENERGY STAR® Certified Product must be permanently installed. 2. Installed per manufacturer specs 3. 	20	
Lighting Control	<ol style="list-style-type: none"> 1. Eligible control types include: <ol style="list-style-type: none"> a. Automatic Time-Switch b. Daylight/Photo- Sensor c. Dimmer d. Occupant/Motion/Vacancy Sensor 2. Install per manufacturer specs. 	20	

6.2.3 Wind Resistant Measures

Product Type	Eligibility Specifications	Maximum Terms (Years)	
Impact Window	<ol style="list-style-type: none"> 1. ASTM E 1886 Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials, and, ASTM E 1996 Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by 	20	

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	<p>Windborne Debris in Hurricanes. These are the Test Standards required for Product Approval in the rest of Florida and in International Building Code for use in Windborne Debris Regions for the US, Hawaii, and Caribbean Islands. This standard is not sufficient for opening protection devices in Miami-Dade or Broward counties.</p> <p>2. Florida Building Code: TAS 201 Large and Small Missile Test Standards, TAS 202 Uniform Structural Load Standards, and TAS 203 Uniform Cyclic Pressure Test Standards. These are the Test Standards required for a Miami-Dade Product Approval. A product with a NOA (Notice of Acceptance) is approved for use in Miami-Dade and Broward counties if it meets the requirements of these test standards.</p>		
Door	<p>1. ASTM E 1886 Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials, and, ASTM E 1996 Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Windborne Debris in Hurricanes. These are the Test Standards required for Product Approval in the rest of Florida and in International Building Code for use in Windborne Debris Regions for the US, Hawaii, and Caribbean Islands. This standard is not sufficient for opening protection devices in Miami-Dade or Broward counties.</p> <p>2. Florida Building Code: TAS 201 Large and Small Missile Test Standards, TAS 202 Uniform Structural Load Standards, and TAS 203 Uniform Cyclic Pressure Test Standards. These</p>	20	

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		are the Test Standards required for a Miami-Dade Product Approval. A product with a NOA (Notice of Acceptance) is approved for use in Miami-Dade and Broward counties if it meets the requirements of these test standards.		
Storm Shutters	1.	ASTM E 1886 Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials, and, ASTM E 1996 Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Windborne Debris in Hurricanes. These are the Test Standards required for Product Approval in the rest of Florida and in International Building Code for use in Windborne Debris Regions for the US, Hawaii, and Caribbean Islands. This standard is not sufficient for opening protection devices in Miami-Dade or Broward counties.	20	
Wind Resistant Roofing	1.	The roof decking attachment and fasteners must be strengthened and corrected, and a secondary water barrier has been provided as required by the “Manual of Hurricane Mitigation Retrofits for Existing Site-Built Single Family Structures” adopted by the Florida Building Commission by Rule 9B-3.047 F.A.C	20	

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6.3 Additional Requirements and Terms

In addition to the Program eligibility criteria and requirements described above in the Handbook, the following additional terms are required of Property Owners who participate in the Program.

Property Owner Agrees to All Program Terms

By execution of the Financing Agreement documents, each executing Property Owner certifies that they have read, understood and agreed to the terms of the Program as outlined in the Program Handbook in addition to the terms of the Financing Agreement. Property Owner also thereby certifies that the Property Owner(s), the Property, and the products meet all Program eligibility requirements.

Authority to Install Products

By execution of the Financing Agreement documents, each Property Owner represents that he or she has the authority to install the approved products on the Property named in the Financing Agreement documents.

No Endorsement by FPFA or PACE Funding

The Property Owner(s) understand, acknowledge and agree that review of the proposed products, the determination that such products are Eligible Products and authorization for Program funding of the installation of such products by FPFA and PACE Funding shall not be construed as a confirmation or endorsement of the Eligible Contractors that installed such products, the manufacturer of or any other person involved with the products; or the design of the products; or a warranty or guaranty the performance, economic value, energy savings, safety, durability or reliability of such products.

Property Owner Is Responsible for Products, Building Permits and Inspections

The Property Owner is solely responsible for all products installed on his or her Property, including the selection of any Eligible Contractor(s), energy auditor(s), or equipment, including manufacturers. Property Owner should disclose any warranty or performance related issues prior to signing the Completion Certificate. PFG nor any other party to the financing are responsible for any issues discovered after the Completion Certificate is signed by the Property Owner; such issues must be handled directly with the Eligible Contractor selected by the Property Owner. Neither the FPFA PACE Funding are responsible for the performance of the products. **FPFA, PACE FUNDING, EACH OF THE PARTICIPATING ENTITIES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS DO NOT ENDORSE OR RECOMMEND ELIGIBLE CONTRACTORS WHO REGISTER WITH THE PROGRAM, NOR DO**

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THEY GUARANTEE, WARRANTY OR OTHERWISE INSURE THE COMPLETION OF THE INSTALLATION OF THE ELIGIBLE PRODUCTS BY SUCH ELIGIBLE

CONTRACTORS OR THE OPERATION OF THE ELIGIBLE PRODUCTS OR ANY OTHER PERSON INVOLVED WITH THE INSTALLED PRODUCTS, THE DESIGN OR MANUFACTURE OF SUCH PRODUCTS, OR THE ECONOMIC VALUE, ENERGY SAVINGS, SAFETY, DURABILITY OR RELIABILITY OF SUCH PRODUCTS.

Completion of all city and county permitting and inspections are the responsibility of the Property Owner.

Defaults on Assessment Payments

If Property Owner does not pay the assessment installment when due, the enforcement and collection procedures set forth in the Uniform Method of Collection may be employed which could result in a sale of tax certificates by the local county tax collector for the Property and the ultimate sale of the Property for the payment of the delinquent assessment installments, associated penalties, interest, and other costs.

Tax Deductibility of Contractual Assessment

Please confer with your tax advisor as to whether he or she recommends deducting any part of your contractual assessment on your tax return.

Program Database

All information obtained from Property Owners through the Program will be used only for purposes of the Program, utility rebate programs, energy savings tracking, and federal or state grant program funds tracking and surveys.

Releases and Indemnification

By submitting a Program application, Property Owner thereby acknowledges that the FPFA has established the Program solely for the purpose of assisting the Property Owners in the participating jurisdictions with the financing of approved products and that FPFA, Program Administrators, the member agencies and Program staff, including their officers, directors, employees and administrators, have no responsibility of any kind for, and shall have no liability of any kind arising out of, the installation, operation, refinancing or maintenance of the products. Property Owner agrees that Property Owner and his or her successors in interest to the fee simple title in the subject Property shall be solely responsible for the installation, operation, refinancing or maintenance of the products. Participation in the Program does not in any way obligate FPFA, Program Administrators, the member agencies and Program staff, including their officers,

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directors, employees and administrators, to guarantee or ensure the performance of any products. Property Owner thereby acknowledges that the subject Property will be responsible for payment of the Annual Financing Payment.

Property Owner also agrees to release, defend, indemnify, and hold harmless FPFA, Program Administrators, the member agencies and Program staff, including their officers, directors, employees and administrators, from and against any claims, actions, demands, costs, damages or lawsuits, including the payment of attorneys' fees and cost of court, arising out of or in any way connected with his or her participation in this Program, including, without limitation, the installation, maintenance or repair of the products or compliance with any applicable federal, state or local laws.