

ARTICLE XVII. PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

Sec. 17-501. Title.

This article shall be titled the "Palm Beach County Property Assessed Clean Energy (PACE) Ordinance."
(Ord. No. 2017-012 , § 1, 4-4-17)

Sec. 17-502. Authority.

This article is adopted pursuant to the authority granted to charter counties under Article VIII, Section 1(g) of the Florida Constitution, F.S. Ch. 125, and Article 1 of the Palm Beach County Home Rule Charter.
(Ord. No. 2017-012 , § 2, 4-4-17)

Sec. 17-503. Applicability.

This article shall be applicable within the unincorporated areas of Palm Beach County, and in all municipalities that have not adopted an ordinance governing any or all of the subject matter of this article, regardless of the time of passage of the municipal ordinance.
(Ord. No. 2017-012 , § 3, 4-4-17)

Sec. 17-504. Definitions.

For purposes of this Article, the following words and phrases shall have the following meanings:

Board or County is the Palm Beach County Board of County Commissioners.

Fair Market Value shall mean the value of the property as determined by a reputable valuation service, the method of which shall be reported to the County quarterly.

Financing Agreement shall mean the financing agreement or the summary memorandum of such agreement the property owner signs establishing terms and conditions for the financing of Qualifying Improvements which is required to be recorded in the public records pursuant to the PACE Statute.

PACE Assessment shall mean the non-ad valorem assessment placed on a property owner's tax bill as a result of financing obtained pursuant to this Article for Qualifying Improvements.

Qualifying Improvements shall mean energy conservation and efficiency, renewable energy, and wind resistance improvements as defined by F.S. § 163.08, as may be amended by law.

PACE Third-Party Administrator shall mean the entity administering the PACE Program and operating on behalf of the PACE Agency/Authority/District. The Third-Party Administrator is an entity contracted with a PACE Agency/Authority/District to perform administrative functions, including, but not limited to, processing PACE financing applications and determining eligibility.

PACE Agencies/Authorities/Districts shall mean one (1) or more local governments defined in F.S. § 163.08(2)(a), authorized by Palm Beach County to offer PACE financing for Qualifying Improvements.

PACE Program shall mean the County's provision through interlocal agreements with PACE Agencies/Authorities/Districts offering financing for Qualifying Improvements as approved by the State of Florida pursuant to F.S. § 163.08, further defined in this Article, as may be amended by law.

PACE Statute shall mean F.S. § 163.08 and all future amendments thereto.

Residential Property shall mean a residential property consisting of four (4) or fewer residential dwelling units.

Non-Residential Property shall mean commercial, industrial, agricultural, mixed use and residential properties consisting of five (5) or more residential dwelling units.

(Ord. No. 2017-012 , § 4, 4-4-17; Ord. No. 2022-030 , § 1, 11-15-22)

Sec. 17-505. PACE Program authorization.

- (a) PACE Agencies/Authorities/Districts and Third-Party Administrators offering financing for Qualifying Improvements on Residential and Non-Residential Properties pursuant to this Article shall be approved by the County and authorized through interlocal agreements to provide financing subject to the requirements of this Article and the PACE Statute. A resolution indicating the County's desire to join a PACE Agency/Authority/District shall be prepared by County staff and presented to the Board for consideration with each interlocal agreement. The interlocal agreements shall include specific terms and conditions for PACE Agencies/Authorities/Districts and Third-Party Administrators to operate within Palm Beach County.
- (b) PACE Agencies/Authorities/Districts and Third-Party Administrators desiring to provide financing pursuant to this Article shall provide sufficient documentation as requested by the County to provide reasonable assurance that the requirements of this Article and the PACE Statute can be met by the PACE Agency/Authority/District and/or Third-Party Administrator. Document requests shall include but are not limited to a list of Qualifying Improvements, standard financing agreements, consumer protection provisions, and certificates of insurance. PACE Agencies/Authorities/Districts and Third-Party Administrators shall comply with reasonable requests for data and business practices within ninety (90) days, consistent with state and federal law.

(Ord. No. 2017-012 , § 5, 4-4-17; Ord. No. 2022-030 , § 2, 11-15-22)

Sec. 17-506. Disclosure requirements.

- (a) For Residential Properties, in addition to any disclosure requirements in the PACE Statute, PACE Agencies/Authorities/Districts and Third-Party Administrators that extend financing pursuant to the PACE Statute and levy non-ad valorem assessments to fund Qualifying Improvements must have the property owner sign a separate, written notice. PACE Agencies/Authorities/Districts and Third-Party Administrators must disclose to property owners essential terms in a "Residential Consumer Disclosure Notice" that must be pre-approved by the County. The County will not unreasonably withhold approval. The Residential Consumer Disclosure Notice must be a consolidated summary of the following information:
 - (1) The estimated total amount of the debt, including amount financed, fees, fixed interest rate, capitalized interest and the effective rate of the interest charged ("Annual Percentage Rate" or "APR");
 - (2) That PACE Agencies/Authorities/Districts and Third-Party Administrators may only offer fixed simple interest rates and payments that fully amortize the obligation. Variable or negative amortization financing terms are not permitted. Capitalized interest included in the original balance of a PACE financing agreement does not constitute negative amortization;

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- (3) The repayment process and terms, amounts and a schedule that fully amortizes the amount financed including the estimated annual PACE assessment;
 - (4) That the PACE assessment will appear on the property owner's tax bill;
 - (5) That there is no discount for paying the PACE assessment early;
 - (6) The nature of the lien recorded and that the PACE assessment will be collected in the same manner as real estate taxes. That failure to pay the PACE assessment may cause a tax certificate to be issued against the property, and that failure of payment thereof may result in the loss of property subject to the PACE assessment, including homestead property, in the same manner as failure to pay property taxes;
 - (7) The specific improvements to be financed and installed and that such improvements and PACE assessment may or may not affect the overall value of the property;
 - (8) A PACE assessment payment term that does not exceed the useful life of the improvements, as determined by reputable third-party sources, including, but not limited to, the U.S. Department of Energy;
 - (9) The right of pre-payment without penalty;
 - (10) Notice that the property owner may be required to pay any PACE assessment in full at the time of refinance or sale of the property;
 - (11) The property owner has at least a three-day right to cancel the financing. PACE Agencies/Authorities/Districts and Third-Party Administrators must furnish to the property owner a notice of the right to rescind the PACE financing agreement. The property owner may exercise the right to rescind until midnight of the third business day following the execution of the agreement by giving notice to the other party by either certified or registered mail, electronic mail, fax machine, phone call, or any other method approved by the PACE Agencies/Authorities/Districts and Third-Party Administrators;
 - (12) The property owner has a three-day right to cancel a home improvement contract per F.S. § 520.72;
 - (13) In the event of an emergency, property owners may waive their right to the PACE financing agreement three-day right to cancel to allow PACE contractors to begin the project. For the purposes of this section, an emergency is defined as a situation that poses an immediate threat to the health, safety, or well-being of the property owner and requires immediate abatement by the installation of a Qualifying Improvement. The property owner may waive their right to the three-day right to cancel for emergencies either through the Consumer Disclosure Notice or by giving notice by either certified or registered mail, or electronic mail, fax machine, phone call, or any other method approved by the PACE Agencies/Authorities/Districts and Third-Party Administrators;
 - (14) An emergency waiver option for the three-day right to cancel;
 - (15) Except as required by law, PACE Agencies/Authorities/Districts and Third-Party Administrators may not disclose or permit disclosure to a PACE contractor or third-party engaged in soliciting financing agreements of the maximum amount of the PACE financing for which a property owner is eligible;
 - (16) That the County has programs that property owners may qualify for to fund improvements, such as the Weatherization Assistance Programs. The County retains the right to provide information about County programs within and/or in addition to the Residential Consumer Disclosure Notice, which the PACE Agencies/Authorities/District and Third-Party Administrator must provide to the homeowner; and
 - (17) That before the PACE three-day right to cancel ends, the PACE Agencies/Authorities/Districts or Third-Party Administrators will speak with the property owner or authorized representative to review the terms of the PACE financing agreement and confirm that the property owner understands the financial

implications and communicate all essential terms including what the Consumer Disclosure Notice requires. The PACE Agencies/Authorities/Districts or Third-Party Administrators will conduct the conversation in the property owner's preferred language. The PACE Agencies/Authorities/Districts or Third-Party Administrators will record the "confirm terms" call, unless the property owner declines to be recorded. If the property owner declines to be recorded, the PACE entity must take detailed notes of the conversation to demonstrate compliance with the "confirm terms" requirement; and

- (18) Contact information for the PACE Agency/Authority/District or Third-Party Administrator, including the name, phone number, and email (if applicable).
- (b) For Non-Residential Properties under two hundred fifty thousand dollars (\$250,000.00) for a PACE assessment, in addition to any disclosure requirements in the PACE Statute, PACE Agencies/Authorities/Districts and Third-Party Administrators that extend financing pursuant to the PACE Statute and levy non-ad valorem assessments to fund the Qualifying Improvements shall have the property owner sign a separate, written notice. PACE Agencies/Authorities/Districts and Third-Party Administrators must disclose to property owners essential terms in a "Non-Residential Consumer Disclosure Notice" that must be pre-approved by the County. The County will not unreasonably withhold approval. The Non-Residential Consumer Disclosure Notice must be a consolidated summary of the following information:
- (1) The estimated total amount of the debt, including amount financed, fees, fixed or variable interest rate, capitalized interest and the effective rate of the interest charged (APR);
 - (2) That PACE Agencies/Authorities/Districts and Third-Party Administrators may only offer payments that fully amortize the obligation. Negative amortization financing terms are not permitted. Capitalized interest included in the original balance of a PACE financing does not constitute negative amortization;
 - (3) The repayment process and terms, amounts and a schedule that fully amortizes the amount financed including the estimated annual PACE assessment;
 - (4) That the PACE assessment will appear on the property owner's tax bill;
 - (5) That there is no discount for paying the PACE assessment early;
 - (6) The nature of the lien recorded and that the PACE assessment will be collected in the same manner as real estate taxes. That failure to pay the PACE assessment may cause a tax certificate to be issued against the property, and that failure of payment thereof may result in the loss of property subject to the PACE assessment in the same manner as failure to pay property taxes;
 - (7) The specific improvements to be financed and installed and that such improvements and PACE assessment may or may not affect the overall value of the property;
 - (8) A PACE assessment payment term that does not exceed the useful life of the improvements, as determined by reputable third-party sources, including, but not limited to, the U.S. Department of Energy;
 - (9) Notice that the property owner may be required to pay any PACE assessment in full at the time of refinance or sale of the property;
 - (10) The three-day right to cancel the financing. PACE Agencies/Authorities/Districts and Third-Party Administrators must furnish to the property owner a notice of the right to rescind the PACE financing agreement. The property owner may exercise the right to rescind until midnight of the third business day following the execution of the agreement by giving notice to the other party by either certified or registered mail, electronic mail, fax machine, or a recorded phone call;
 - (11) In the event of an emergency, property owners may waive their right to the PACE financing agreement three-day right to cancel to allow PACE contractors to begin the project. For the purposes of this section, an emergency is defined as a situation that poses an immediate threat to the health, safety or

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- well-being of the property owner and requires immediate abatement by the installation of a Qualifying Improvement. The property owner may waive their right to the three-day right to cancel for emergencies either through the Consumer Disclosure Notice or by giving notice by either certified or registered mail, or electronic mail, fax machine, phone call, or any other method approved by the PACE Agencies/Authorities/Districts and Third-Party Administrators;
- (12) An emergency waiver option for the three-day right to cancel; and
 - (13) Contact information for the PACE Agency/Authority/District or Third-Party Administrator, including the name, phone number, and email (if applicable).
- (c) Non-Residential PACE Agencies/Authorities/Districts and Third-Party Administrators providing PACE financing in the amount of two hundred fifty thousand dollars (\$250,000.00) or greater are not required to provide a Consumer Disclosure Notice. However, they are required to conform to the following obligations:
- (1) That PACE Agencies/Authorities/Districts and Third-Party Administrators may only offer payments that fully amortize the obligation. Negative amortization financing terms are not permitted. Capitalized interest included in the original balance of a PACE financing does not constitute negative amortization; and
 - (2) That PACE Agencies/Authorities/Districts and Third-Party Administrators may only provide a PACE assessment payment term that does not exceed the useful life of the improvements, as determined by reputable third-party sources, including, but not limited to, the U.S. Department of Energy.
- (d) For both Residential and Non-Residential where applicable, PACE Agency/Authority/District or Third Party-Administrators must submit updated Consumer Disclosure Notices that incorporate the updated Palm Beach County-approved consumer protection language. Once approved by the County, PACE Agency/Authority/District or Third Party-Administrators must fully implement and utilize the approved Palm Beach County-approved Consumer Disclosure Notice within one hundred and eighty (180) days of notice of approval.
- (e) A copy of the Consumer Disclosure Notices must be provided to the property owner either by electronic mail or hard copy by the PACE Agency/Authority/District or Third Party Administrator within the three-day right to cancel period and must be signed and dated by the property owner prior to or contemporaneously with the property owner's signing of any legally enforceable documents under the PACE Program. Upon the property owner's request, the PACE Agency/Authority/District or Third-Party Administrator must provide the property owner with a hardcopy of the Consumer Disclosure Notice within the three-day right to cancel. The property owner and the PACE Agency/Authority/District or Third-Party Administrator must keep the signed Consumer Disclosure Notice with the property owner's executed financing agreement.
- (f) The PACE Agency/Authority/District or Third-Party Administrator shall provide the signed Consumer Disclosure Notice to the Palm Beach County Office of Resilience and the Palm Beach County Tax Collector in electronic format within five (5) business days after execution of the PACE financing agreement.
- (g) The PACE Agency/Authority/District and Third-Party Administrator shall record, or cause to be recorded, the financing agreement or a summary memorandum of the financing agreement, in accordance with F.S. § 163.08(8).

(Ord. No. 2017-012 , § 6, 4-4-17; Ord. No. 2022-030 , § 3, 11-15-22)

Sec. 17-507. Eligible properties/program requirements.

- (a) As defined in the PACE Statute, PACE Agencies/Authorities/Districts and Third-Party Administrators that extend financing pursuant to the PACE Statute and levy non-ad valorem assessments to fund the Qualifying Improvements shall comply with the following terms in the subsections below. Subsections apply to both

Residential and Non-Residential Properties except where the subsection specifically refers to Residential or Non-Residential.

- (1) *Residential Property.* PACE Agencies/Authorities/Districts and Third-Party Administrators may finance Qualifying Improvements on Residential Properties provided they comply with the following criteria inclusive of all eligibility criteria listed in the PACE Statute and all future amendments thereto, along with additional consumer protections:
 - a. Without the consent of the holders or loan servicers of any mortgage encumbering or otherwise secured by the property, the total amount of any non-ad valorem assessment for a property under the PACE Statute may not exceed twenty (20) percent of the just value of the property as determined by the county property appraiser, excepted as otherwise provided by statute;
 - b. All property taxes and other assessments levied on the property tax bill have been paid and have not been delinquent for the preceding three (3) years, or the property owner's period of ownership, whichever is less;
 - c. There are no involuntary liens, including but not limited to construction liens on the property;
 - d. No notices of default or other evidence of property-based debt delinquency have been recorded during the preceding three (3) years, or the property owner's period of ownership, whichever is less;
 - e. All mortgage debt on the property is current and not delinquent;
 - f. All mortgage-related debt on the underlying property may not exceed ninety (90) percent of the property's Fair Market Value;
 - g. The total mortgage-related debt on the underlying property plus the PACE Program financing may not exceed the Fair Market Value of the property;
 - h. The total estimated annual payment amount for the PACE assessment does not exceed ten (10) percent of the property owner's annual household income determined using sufficient and credible documentation, for example using adjusted gross income from a recent tax return; and
 - i. That the property owner is not currently in bankruptcy proceedings.
- (2) *Non-Residential Properties.* PACE Agencies/Authorities/Districts and Third-Party Administrators may finance Qualifying Improvements on Non-Residential Properties provided they comply with the eligibility criteria listed in the PACE Statute and all future amendments thereto, along with the following consumer protections:
 - a. Without the consent of the holders or loan servicers of any mortgage encumbering or otherwise secured by the property, the total amount of any non-ad valorem assessment for a property under the PACE Statute may not exceed twenty (20) percent of the just value of the property as determined by the county property appraiser, excepted as otherwise provided by statute;
 - b. All property taxes and other assessments levied on the property tax bill have been paid and have not been delinquent for the preceding three (3) years, or the property owner's period of ownership, whichever is less;
 - c. There are no involuntary liens, including but not limited to construction liens on the property;
 - d. No notices of default or other evidence of property-based debt delinquency have been recorded during the preceding three (3) years, or the property owner's period of ownership, whichever is less;
 - e. All mortgage debt on the property is current and not delinquent; and

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- f. That the property owner is not currently in bankruptcy proceedings.
- (3) *Qualifying Improvements.* The PACE Agency/Authority/District and Third-Party Administrator will finance energy efficiency, renewable energy and wind resistant improvements that are permanently affixed to the property as more specifically described in the PACE Statute. All improvements and products should identify efficiency standards established by the U.S. Department of Energy, the U.S. Environmental Protection Agency, or Florida state agencies as applicable. All Qualifying Improvements must comply with the PACE Statute for energy efficiency, renewable energy, and wind resistance or other improvements as permissible by law. PACE Agencies/Authorities/Districts and Third-Party Administrators shall establish procedures confirming that the property owner applying for financing through the PACE Agencies/Authorities/Districts and Third-Party Administrators intends to install Qualifying Improvements, and that at the time of funding such improvements have been installed.
- (4) *Inquiries and Complaints.*
- a. *Complaints.* PACE Agencies/Authorities/Districts and Third-Party Administrators are required to receive, manage, track, timely resolve, and report on complaints from property owners regarding the funded work performed by the contractors. PACE Agencies/Authorities/Districts and Third-Party Administrators must investigate and mediate disputes between property owners and contractors in a timely manner.
- b. *Payment inquiries.* PACE Agencies/Authorities/Districts and Third-Party Administrators are required to respond to inquiries and resolve any issues in a timely manner, related to payments, including but not limited to prepayments and payment reconciliation.
- c. *Review.* In the event that ten (10) percent or more of a PACE Agency's/Authority's/District's and Third-Party Administrator's projects result in complaints or disputes, or such complaints or disputes remain unresolved six (6) months after completion of a project, the County may review the PACE Agency's/Authority's/District's and Third-Party Administrator's handling of complaints and may request corrective actions or initiate suspension proceedings pursuant to Subsection 17-508(a).
- (5) *Data Security.* PACE Agencies/Authorities/Districts and Third-Party Administrators are responsible for taking security measures that protect the security and confidentiality of consumer records and information in proportion to the sensitivity of the information, and as required by state and federal law.
- (6) *Consumer Privacy.* PACE Agencies/Authorities/Districts and Third-Party Administrators must develop and maintain a privacy policy that complies with local, state, and federal law and, in particular, shall provide a property owner the ability to opt-out of having the property owner's information shared with third-parties, except where expressly permitted by local, state, and federal law.
- (7) *Marketing and Communications.*
- a. A person or entity may not engage in PACE marketing practices that are or could appear to be unfair, deceptive, abusive, or misleading, or that violate applicable laws or regulations, that are inappropriate, incomplete or are inconsistent with the PACE ordinance. Violations are subject to code enforcement proceedings.
- b. A person or entity may not create, use, or distribute PACE marketing material that conveys the following messages: that PACE financing is a free form of public assistance, that PACE financing is a Palm Beach County government program, that PACE financing will be repaid by the subsequent owner of the qualifying residential property, that the improvements will pay for themselves, or that the property owner will receive tax benefits from the program. Violations are subject to code enforcement proceedings.

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- (8) *Protected Classes.* PACE Agencies/Authorities/Districts and Third-Party Administrators shall not discriminate against individuals on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information.
- (9) *Contractor Management.*
- a. No contractor shall contract for or install any Qualifying Improvement pursuant to the PACE program unless the contractor is properly licensed, registered, certified, or otherwise legally authorized to perform such work. A PACE Agency/Authority/District or Third-Party Administrator may not finance Qualifying Improvements that are installed by contractors that a PACE Agency/Authority/District or Third-Party Administrator knows, or should know, are not properly licensed, registered, certified, or otherwise legally authorized to perform such work. PACE Agencies/Authorities/Districts and Third-Party Administrators must obtain the contractor's written agreement that the contractor shall comply with each of the following conditions:
 1. Be licensed and insured pursuant to the applicable state and local requirements;
 2. Agree to comply with all program requirements and marketing guidelines; and
 3. Act in good faith to timely resolve property owner complaints.
 - b. PACE Agencies/Authorities/Districts and Third-Party Administrators for Residential Properties must execute a contractor agreement with all contractors for which they intend to use to complete Residential PACE projects. The contractor agreement must address at a minimum the following:
 1. Agree to not present a higher price for a Qualifying Improvement on financed by a PACE financing agreement than the contractor would otherwise reasonably present if the Qualifying Improvement were not being financed through a PACE financing agreement;
 2. Branding and/or marketing guidelines, including imposing enhanced monitoring at a minimum for contractors found to have violated the marketing and communications provisions;
 3. Consumer protection code of conduct for the contractor;
 4. PACE training for contractors that the contractor must attend in order to become an eligible contractor; and
 5. Suspension and termination provisions.
 - c. *Kickbacks.* PACE Agencies/Authorities/Districts and Third-Party Administrators shall have and shall strictly enforce anti-kickback policies and procedures that prohibit direct financial or other monetary incentives to contractors in exchange for or related to such contractor being awarded work under a PACE Program, excepting payment for the contractor's installation of Qualifying Improvements.
 1. Any person or entity who accepts, provides or facilitates kickback payments or incentives in exchange for work being awarded under a PACE program commits a violation of this article.
 - d. For Residential and Non-Residential Projects Less than two hundred fifty thousand dollars (\$250,000.00), before disbursing funds to a PACE contractor, PACE Agencies/Authorities/Districts or Third-Party Administrators must first confirm the applicable work or service has been completed, either through written certification from the property owner, a recorded telephone call with the property owner, time-stamped and geo-tagged photos, or a site inspection through third-party means. For Non-Residential Projects equal to or larger than two hundred fifty

thousand dollars (\$250,000.00), PACE Agencies/Authorities/Districts and Third-Party Administrators shall disburse funds in accordance with the terms of their finance agreement.

- (10) *Financing.* PACE Agencies/Authorities/Districts and Third-Party Administrators must establish pricing rules and enforcement mechanisms to ensure property owners are protected from excessive or unjustified prices and charges. In addition, PACE Agencies/Authorities/Districts and Third-Party Administrators must require compliance with each of the following conditions prior to the issuance of any final disbursement to the contractor:
- a. Contractors have certified that any necessary permits have been obtained;
 - b. Verification that the Qualifying Improvements have been installed; and
 - c. The property owner and the contractor have signed a final inspection and/or certificate of completion that all improvements have been installed to the property owner's satisfaction.
- (11) *Reporting.* Each PACE Agency/Authority/District and Third-Party Administrator must provide a report to the County on a quarterly calendar basis, due thirty (30) days following the close of the quarter. Each PACE Agency/Authority/District and Third-Party Administrator shall utilize the County-supplied spreadsheet for the report. This spreadsheet shall not be modified, though additional information may be supplied in a separate spreadsheet. The quarterly reports shall include, at a minimum, the following information:
- a. Dates of the reporting period;
 - b. List of PACE projects (including addresses including municipal jurisdiction, parcel control numbers, financed amount, annual estimated payments, interest rate, assessment duration, and project description) started during the reporting period, separated by building type (e.g., single family, multifamily, retail, office, industrial, etc.);
 - c. List of PACE projects (including addresses including municipal jurisdiction and parcel control numbers) completed during the reporting period, separated by building type project (e.g., single family, multifamily, retail, office, industrial, etc.), For each project, specify:
 1. The Qualifying Improvements made;
 2. Project start date and completion date;
 3. The projected energy savings and/or amount of potential renewable energy to be generated;
 4. Financial information such as projected cost per kilowatt hour saved/generated or estimated utility bill savings;
 5. Other resource savings if data is available;
 6. Audits performed detailing the audit results, if applicable to the project;
 7. Total amount financed, including total amount (in dollars) of financing spent on each improvement, if multiple; and
 8. Annual estimated payments.
 - d. Number of actual or estimated jobs created during the reporting period, including local versus non-local jobs and permanent versus temporary jobs;
 - e. Number of applications declined during the reporting period;

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- f. Resolved and unresolved complaints and/or contractor issues and status, including category of each complaint and/or issue, when the complaint/issue was filed, and when the complaint/issue was resolved;
 - g. Assumptions and methodologies used for energy savings, renewable energy, cost per kilowatt hour saved/generated, other resource savings, audits, and jobs calculations under this subsection, including third-party sources and methodologies. Describe any changes in the methodologies and assumptions from the previous reporting period. If available, PACE Agencies/Authorities/Districts and Third-Party Administrators shall use nationally accepted standardized assumptions and methodologies so that reporting is consistent. If no national standards are available, PACE Agencies/Authorities/Districts and Third-Party Administrators shall work with the County to agree upon and use the same assumptions and methodologies so that the County has a consistent data. If the PACE Agencies/Authorities/Districts and Third-Party Administrators are unable to agree on uniform assumptions and methodologies, the County reserves the right to cite reputable, nationally recognized standard assumption and methodology sources for these calculations that the PACE Agencies/Authorities/Districts and Third-Party Administrators must use within ninety (90) days of receipt, going forward with data collection;
 - h. Just value of property as determined by the county property appraiser for the most recent calendar year;
 - i. Fair Market Value used during underwriting;
 - j. Method for determining the Fair Market Value used during underwriting and proof of that determination available upon request; and
 - k. Date of Confirmed Terms Call.
- (12) *Data and Document Requests.* Each PACE Agency/Authority/District and Third-Party Administrator must comply with reasonable requests for additional data or documents from the County and provide such data within sixty (60) days of the request, consistent with federal and state law.
- (13) *Incomplete Data or Late Reporting.* In the event any PACE Agency/Authority/District or Third-Party Administrator fails to provide complete data or provide reports by the stated due dates, they will be given sixty (60) days to cure the defect, after which written notice will be given prior to any administrative act to suspend. The suspension will take place thirty (30) days after this notice is given. After such defect, any new project starts from the PACE Agency/Authority/District or Third-Party Administrator of which the reports are incomplete will be suspended until the complete data is provided. The right to cure is an option before suspension or termination will occur. Suspension will be done by the County Administrator or designee.
- (14) *Administrative Fees.* PACE Agencies/Authorities/Districts and Third-Party Administrators will be responsible for paying administrative fees to the County on an annual basis. The Board will establish fees for administrative tasks carried out by County staff, including interlocal agreements, indemnification agreement for new PACE Agencies/Authorities/Districts and Third-Party Administrators, Residential projects funded during the year, and Non-Residential projects funded during the year. PACE Agencies/Authorities/Districts and Third-Party Administrators shall send an annual summary of all projects completed within that year and provide a payment per project to the County.

(Ord. No. 2017-012 , § 7, 4-4-17; Ord. No. 2022-030 , § 4, 11-15-22)

Sec. 17-508. Enforcement.

- (a) *Suspension or Termination of PACE Agency/Authority/District and Third-Party Administrators.* In the event any PACE Agency/Authority/District or Third-Party Administrator fails to incorporate and continually provide for all of the foregoing service components or to otherwise abide by the provisions of this Article and/or the interlocal agreement the County, in its sole discretion, may suspend or terminate the interlocal agreement or by other means prohibit a PACE Agency/Authority/District or Third-Party Administrator from operating in the County's jurisdiction and support of the County at any time upon written notice to that PACE Agency/Authority/District or Third-Party Administrators. Suspension, termination or prohibition will be done by the County Administrator or designee. Any project that has been initiated or received PACE financing as of the time of suspension or termination shall be permitted to be completed, and continue until such time that all outstanding debt has been satisfied.
- (b) Code Enforcement Officers and any other enforcement personnel as authorized by the County Administrator are authorized to enforce Subsection 17-507(a)(7), Marketing and Communications, and Subsection 17-507(a)(9)c., Kickbacks, of this Article.
- (c) Code Enforcement Officers and other authorized enforcement personnel do not have to provide a reasonable time period to correct the violation prior to issuing a citation or notice of violation and may immediately issue a citation or notice of violation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.
- (d) A violation of Subsection 17-507(a)(7), Marketing and Communications, or Subsection 17-507(a)(9)c., Kickbacks., of this Article may be enforced pursuant to terms and procedures in F.S. Ch. 162, Local Government Code Enforcement Boards Act, and Article 10 of the Palm Beach County Unified Land Development Code, all as may be amended or recodified from time to time. Pursuant to F.S. § 162.09(2)(d), the Palm Beach County Special Master may impose fines that shall not exceed one thousand dollars (\$1,000.00) per day per violation for a first violation, five thousand dollars (\$5,000.00) per day per violation for a repeat violation, and up to fifteen thousand dollars (\$15,000.00) per violation if the Palm Beach County Special Master finds the violation to be irreparable or irreversible in nature. In determining the amount of the fine, the Palm Beach County Special Master shall consider:
- (1) The gravity of the violation;
 - (2) Any actions taken by the violator to correct the violation; and
 - (3) Any previous violations committed by the violator.
- (e) A violation of Subsection 17-507(a)(7), Marketing and Communications, or Subsection 17-507(a)(9)c., Kickbacks, of this Article may also be enforced pursuant to the procedures and penalties of F.S. Ch. 162, Supplemental County or Municipal Code or Ordinance Enforcement Procedures as may be amended or recodified from time to time, as follows:
- (1) The County court shall have jurisdiction over all civil citations issued pursuant to this Article.
 - (2) The County shall maintain a system by which violators are given written notice of all violations.
 - (3) Code Enforcement Officers and other authorized enforcement personnel who have reasonable cause to believe that a person has committed an act in violation of this Article shall issue a civil citation. If the person who has committed the violation does not contest the citation, the fines shall be four hundred dollars (\$400.00) but may be increased to five hundred dollars (\$500.00) if the fine is contested in county court.

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- (4) Payment shall be made, either by mail or in person, to the location and within the time specified upon the citation. If such person follows this procedure, the person shall be deemed to have admitted to the infraction and to have waived the right to a hearing on the issue of the commission of the infraction.
 - (5) Any person who fails to make payment within the time period specified on the citation shall be deemed to have waived the right to pay the civil penalty as set forth in the citation and shall appear before the county court.
 - (6) Any person who elects to appear before the court to contest the citation shall be deemed to waive the right to pay the civil penalty. The court, after a hearing, shall make a finding as to whether a violation has occurred and may impose a civil penalty not to exceed five hundred dollars (\$500.00) plus court costs.
 - (7) If a person fails to pay the civil penalty or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and, in such case, a default judgment shall be entered and the judge may impose a penalty up to the maximum civil penalty of five hundred dollars (\$500.00) plus court costs.
 - (8) Any person who refuses to sign and accept a citation issued pursuant to this Section shall be guilty of a misdemeanor of the second degree, punishable as provided by F.S. §§ 775.082 or 775.083.
 - (f) In addition to the sanctions contained herein, the County may take any other appropriate legal action to enforce the provisions of this Article, including, but not limited to, cease and desist orders, instituting civil action, and requesting temporary and permanent injunctions.
 - (g) It is the purpose of this Article to provide additional cumulative remedies.
 - (h) Each day in violation of the provisions of this Article shall constitute a separate violation or offense and be punishable as such.

(Ord. No. 2022-030 , § 5, 11-15-22)