



# **CLARK COUNTY C-PACE PROGRAM GUIDE**

**Approved on \_\_\_\_\_ by Resolution No. \_\_\_\_\_**

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## **Introduction of C-PACE Program**

Commercial Property Assessed Clean Energy, or C-PACE, is a voluntary program that provides for direct financing of Qualified Improvement Projects, as defined in Chapter 271 of Nevada Revised Statutes, as amended by S. 283, 2021 Leg., 81<sup>st</sup> Sess. (Nev. 2021) (the “Act”) by a Capital Provider who is repaid through an Assessment.

The Act sets forth the procedures for a governing body to create a District for Qualified Improvement Projects (“QIP”). Clark County’s C-PACE Program consists of Energy Efficiency Improvement Projects, Renewable Energy Projects, and Water Efficiency Improvement Projects on commercial or industrial private property, including property with 5 or more dwelling units rented as apartments or used for Affordable Housing, as provided in Article III, Section A.

The Act allows for a Property Owner who constructs a QIP that is directly financed by a Capital Provider, enters into a Voluntary Assessment Agreement with the County, and otherwise complies with the County C-PACE Program, to enjoy an Assessment Lien superior to all liens, claims, encumbrances, and titles, except for liens of other assessments, and general taxes attached to the tract pursuant Nevada property tax law. The Assessment and Assessment Lien are binding on all persons who have a property interest in the tract and run with the land, thus allowing the property to be sold and the assessment obligation continuing to the successor owner(s). The County C-PACE program prohibits the issuance of bonds or interim financing by the County. Participation in the program is voluntary but once the property owner executes the Voluntary Assessment Agreement, payment of the Assessment and compliance with the terms and conditions of the C-PACE Program is not voluntary. The County is not responsible for any costs and expenses associated with the C-PACE Program or the financing of the QIP. Further, the County is not responsible for any terms and conditions of the Voluntary Assessment Agreement or the financing of the QIP, except for the imposition and amount of the Assessment and the Assessment Lien. The Act requires that the Assessment and Assessment Lien be assigned to the Capital Provider for collection of the Assessment.

Neither the QIP nor the property assessed within the District may be owned by the County.

The Act requires that the County adopt a Program Guide containing the draft documents and establishing guidelines for the implementation of an Assessment to finance the QIP. All information and documents collected will subject to the Nevada Public Records Act, Chapter 239 of Nevada Revised Statutes.

## I. Definitions

**Act** means Chapter 271 of NRS as amended by SB 283, 2021 Nev. Leg., 81<sup>st</sup> Session.

**Action** means approval by the BCC of the Voluntary Assessment Agreement which shall also constitute an action for approval of an Assessment and the financing or refinancing of a QIP on Developer's Property within the District as required by the Act.

**Applicant** means Property Owner or Developer.

**Appraisal** means a written unbiased professional opinion by a Member, Appraisal Institute ("MAI") designated appraiser who is certified as a general appraiser by the State of Nevada as to Value and lien to Value ratios required by the Act and the Program Guide.

**Assessment** means a special assessment consisting of a principal amount, or the levy thereof, against a tract specially benefited by a QIP, to defray wholly or in part the cost of the QIP.

**Assessment Lien** means a lien on a tract specially benefitted by a QIP in the amount of the Assessment to secure the payment of an assessment levied against that tract. The form of the Notice of Assessment and Assessment Lien is attached hereto as Appendix B.

**Assignment of Assessment and Lien** means the assignment, including the document representing the assignment, of the Assessment and Assessment Lien from the County to the Capital Provider. The form of the Assignment of Assessment and Lien is attached hereto as Appendix C.

**BCC** means the Clark County Board of County Commissioners.

**Capital Provider** means any private entity or the designee, successor or assign of the private entity that provides direct financing or refinancing for a QIP pursuant to the Act. The requirements of the Capital Provider are set forth in Article VII herein.

**County** means Clark County, Nevada.

**C-PACE Program** means the Commercial Property-Assessed Clean Energy Program the County adopted through the District Resolution.

**C-PACE Project means** each QIP financed with an Assessment under the County's C-PACE Program.

**Contractor** means an independent contractor licensed in the State of Nevada and also has a business license issued by the County that performs the work required for the installation or construction of the QIP. The Property Owner, not the Program Administrator, is responsible for selecting the contractor.

**Developer or Property Owner** means all of the owners of record of the tract which is assessed the cost of a QIP.

**Developer's Property** means the Eligible Property of a Developer which is assessed the cost of a QIP and on which the QIP is located.

**Direct Costs** means all direct costs necessary to construct and install a QIP, such as the installation/construction contract amount (materials and labor) and any required incidental costs (in an amount up to 15% of non-incidental Direct Costs) incurred in order to complete the installation of an QIP. Direct Costs include the cost of architectural and engineering work necessary for the QIP, but does not include the cost of land, interests in land or financing, legal, insurance, permitting and similar costs.

**District** means the County's C-PACE QIP District No. 1, which contains all property within the boundaries of unincorporated Clark County, as created by the District Resolution.

**District Resolution** means Resolution No. R-8-16-22-2 of the BCC adopted on August 16, 2022 which (i) created the District and (ii) adopted the procedure for administrating the District and financing of QIPs by adopting this Program Guide.

**Eligible Property** means qualifying commercial or industrial real property as defined in NRS 271.6312 and Article III, Section A of this Program Guide that is not owned by any governmental entity including the United States Department of Defense that is within the boundaries of the District on the date of adoption of the Action and on the date of recording of the Voluntary Assessment Agreement.

**Energy Audit** means a formal evaluation of energy consumption of a permanent building or any structural improvement to real property that meets the requirements of this Program Guide. The Energy Audit must contain a detailed description of the Energy Efficiency Improvement Project and be prepared by a Qualified Service Company.

**Energy Efficiency Improvement** means a modification of real property that reduces the energy consumption of real property.

**Energy Efficiency Improvement Project** means the installation or modification of one or more Energy Efficiency Improvements that decreases or supports the decrease of energy consumption or demand for energy through the use of efficiency technologies, products or activities and incidentals which are necessary, useful, or desirable for any such improvements and which installation or modification has a useful life of not less than 10 years.

**Final Application** means the application to participate in the Clark County C-PACE Program and receive financing that confirms the Applicant meets all the requirements set forth in the Program Guide and the Act. Approval of the Final Application by the Program Administrator is required prior to execution of the Voluntary Assessment Agreement and the Assignment of the Assessment and Lien to the Capital Provider.

**Financing Agreement** means the contract pursuant to which the Developer, or lessee, as applicable, agrees to repay the Capital Provider for financing or refinancing a QIP, including, without limitation, any finance charges, fees, debt servicing, interest, penalties, and any other

provision relating to the treatment of the prepayment or partial payment, billing, collection and enforcement of the Assessment and Assessment Lien securing the financing.

**Lender** means any lender, mortgagee, the beneficiary of a deed of trust or other creditor who holds a mortgage, deed of trust or other recorded instrument that encumbers all or any part of a Developer's Property as security for the repayment of a loan.

**Lender Consent** means the written consent of each Lender required for the levy of an Assessment and Assessment Lien against the tract to secure repayment of the financing or refinancing of a QIP. The Lender Consent must be in a recordable form and is binding on the holder of a lien who signs the consent and any successors or assigns. The form of the Lender Consent is attached hereto as Appendix D.

**Pre-Application** means the initial application completed by an Applicant so that the Program Administrator can determine whether the proposed QIP is eligible, and that the Applicant is aware of the C-PACE Program requirements. Approval of a Pre-Application by the Program Administrator is a requirement prior to the Submittal of a Final Application and consideration by the BCC for approval of the Voluntary Assessment Agreement.

**Program Administrator** means the Program Administrator who is responsible for approving C-PACE Projects via the Pre-Application and Final Application. The Program Administrator will be designated pursuant to Article II, Section A.

**Program Fees** means fees charged by the County in relation to the execution of a C- PACE Project. Fees are discussed in detail in Article VIII.

**Qualified Improvement Project (QIP)** means one or more of the following projects which are permanently affixed to real property, and which consist of improving or retrofitting for an existing structure or of in new construction, performed pursuant to the Act and this Program Guide: 1) Energy Efficiency Improvement Project; 2) Renewable Energy Project; 3) Water Efficiency Improvement Project.

**Qualified Service Company** means a person with a record of established QIPs or a person with demonstrated technical, operational, financial, and managerial capabilities to prepare a Study in accordance with these Guidelines and whose qualifications are more particularly described in the Guidelines.

**Renewable Energy** means biomass, geothermal energy, solar energy, waterpower, and wind. The term does not include coal, natural gas, oil, propane or any other fossil fuel, or nuclear energy. As used in this definition, "waterpower" means power derived from standing, running, or falling water which is used for any plant, facility, equipment, or system to generate electricity if the generating capacity of the plant, facility, equipment, or system is not more than 30 megawatts. Except as otherwise provided in this definition, the term includes, without limitation, power derived from water that has been pumped from a lower to a higher elevation if the generating capacity of the plant, facility, equipment, or system for which the water is used is not more than 30 megawatts.

The term does not include power:

- Derived from water stored in a reservoir by a dam or similar device, unless:
- The water is used exclusively for irrigation;
- The dam or similar device was in existence on January 1, 2003; and
- The generating capacity of the plant, facility, equipment, or system for which the water is used is not more than 30 megawatts;
- That requires a new or increased appropriation or diversion of water for its creation; or
- That requires the use of any fossil fuel for its creation, unless:
- The primary purpose of the use of the fossil fuel is not the creation of the power; and
- The generating capacity of the plant, facility, equipment, or system for which the water is used is not more than 30 megawatts.

**Renewable Energy Project** means any improvement to real property, and facilities and equipment used to generate electricity from renewable energy to offset customer load in whole or in part on the real property, or to support the production of renewable or thermal energy including, without limitation, energy storage, and all appurtenances and incidentals necessary, useful or desirable for any such improvements, facilities and equipment, and which improvement has a useful life of not less than 10 years.

**Renewable Energy Feasibility Study** means a written feasibility study conducted by a Qualified Service Company that includes a detailed description of the Renewable Energy Project, a feasibility analysis, and technology and financing recommendations for the installation of the Renewable Energy Project. The report must be performed by a Qualified Service Company which is also a renewable energy expert with detailed knowledge of the Renewable Energy Project.

**Study or Studies** means the Renewable Energy Feasibility Study, the Energy Audit, or the Written Analysis of a Water Efficiency Improvement Project, as required based on the type of QIP, or any other study or analysis required by the County.

**Value** means the fair market value of the Developer's Property as determined by an appraiser pursuant to the Act and this Program Guide in accordance with the Uniform Standards of Professional Appraisal Practice. The appraiser, method of appraisal and Appraisal itself must be approved by the Capital Provider in a written approval letter delivered to the Administrator at the time the appraisal is delivered to the Administrator. The Appraisal value date and approval letter date must be within 90 days prior to the recording of the Voluntary Assessment Agreement. Value of property shall take into account the additional value to the property as a result of the QIP, but otherwise shall be an "as is" value except as provided in the next sentence. For new building construction, the value of the property may take into account the additional value to the property



as a result of the QIP and new building construction if the Capital Provider approves the specific method used to value the new construction in its written approval delivered to the Program Administrator. The Program Administrator may agree to a value date in the Appraisal that is more than 90 days but less than or equal to 180 days before the recording of the Voluntary Assessment Agreement in appropriate cases, taking into account market movements since the value date in the appraisal.

**Voluntary Assessment Agreement** means the agreement between the County and the Developer as required by the Act, the form of which is attached hereto as Appendix A.

**Water Efficiency Improvement Project** means an improvement to real property, facilities or equipment, and all necessary appurtenances and incidentals thereto, with a useful life of not less than 10 years that is designed to: 1) Reduce the water consumption of the real property; or 2) Conserve or remediate water, in whole or in part, on the real property.

**Written Analysis** means in the case of a Water Efficiency Improvement Project, the written report of a Qualified Service Company that contains a detailed description of the Water Efficiency Improvement Project, that demonstrates that it meets the definition of “Water Efficiency Improvement Project” in this Program Guide and in the Act, and that describes in detail and quantifies the water consumption reduction and/or water remediation that is to be achieved by the Water Efficiency Improvement Project.

## **II. Program Overview**

### **A. Program Administrator**

The Program Administrator will be designated by the County CFO. The Program Administrator roles include but are not limited to:

1. Maintaining the Program Guide and ensuring they are updated and adopted as needed.
2. Reviewing and evaluating Pre-Applications and Final Applications to determine if the proposed QIP meets the requirements of the Act and the Program Guide.
3. Reviewing Studies, including drafts, and requirements for proposed QIP and ensuring they meet the criteria in the Program Guide and the Act.
4. Obtaining from each Applicant a written acknowledgement that it agrees to the provisions of Article X of this Program Guide on the liabilities and responsibilities of the County and its officers, agents and employees and the Program Administrator.
5. If the Applicant meets the minimum qualifications in the Pre-Application, as set forth in Article II, Section B.1, the Program Administrator will obtain from Applicant a written acknowledgement that it intends to comply with the requirements of the Program Guide and the Act with respect to the C-PACE District including, but not limited to, completing the application process, finalizing financing with a Capital Provider for the QIP via an assessment, entering into a Voluntary Assessment Agreement and related documents with the County, and constructing the QIP. The Program Administrator will then present the Voluntary Assessment Agreement to the CFO for consideration for approval by the BCC.
6. Ensure compliance with the Assessment and Certified Appraisal Criteria, in Article V, including, but not limited to, verification that the outstanding amount owed on all recorded liens plus the Assessment Lien and any other liens expected to be placed on the Developer's Property prior to completion of the QIP will not exceed 90% of the Value.
7. Review and evaluate the documentation required in Article II, Section B.3 and ensure that the Property Owner meets the requirements in Article III, Section D.
8. Conduct the review and approval of the QIP as set forth in Article II, Section B.4. If the Final Application and supporting documentation is complete, accurate and demonstrates the proposed QIP qualifies for the C-PACE Program, the Program Administrator will notify the CFO who will submit an item to the BCC to consider approval of the Voluntary Assessment Agreement and Action. If the Program Administrator finds that the Property Owner's Final Application or supporting documentation is incomplete, inaccurate or does not demonstrate that the proposed QIP qualifies for the C-PACE Program, the Program Administrator will notify the Property Owner who will have the opportunity to complete any missing information. Upon

- resubmission of a completed Final Application and/or supporting documentation, the Program Administrator will re-review and re-evaluate the material accordingly.
- 9.** Facilitating the preparation, execution and recording of the Voluntary Assessment Agreement for each QIP.
  - 10.** Monitoring C-PACE Projects for compliance with the requirements of the District Resolution, Program Guide and the Act.
  - 11.** Ensuring that the Voluntary Assessment Agreement is executed by the chair of the BCC after approval, and the Notice of Assignment of Assessment and Assessment Lien and Assignment of Assessment and Assessment Lien are executed by the CFO and said documents plus the Lender Consents are recorded.
  - 12.** Providing close out reports to the County in accordance with Article II, Section B.7.
  - 13.** Obtaining verification of completion of all C-PACE Projects.
  - 14.** Ensuring compliance with the Act and the Program Guide.

## **B. C-Pace Project Process**

### **1. Eligibility and Pre-Application**

- a. An Applicant must submit a Pre-Application to Program Administrator together with the application fee as set forth in Article VIII. The Pre-Application must include:
  - i. a legal description of Developer's Property;
  - ii. a statement as to eligibility of the property;
  - iii. a detailed description of the proposed QIP, including a preliminary cost estimate of the QIP;
  - iv. a draft of the required Study for the QIP, the amount of the proposed Assessment for the QIP, the name and address of the Property Owner;
  - v. a statement as to the estimated number of apprentices, local labor and non-resident labor intended to be used for the QIP;
  - vi. a statement of understanding that Lenders must provide written consent to the levy of the Assessment and Assessment Lien against the tract, the Appraisal, the Appraisal methods, the appraisers (who performed the Appraisal) and the Qualified Service Company in support of the Assessment and the QIP as required by this Program Guide; and
  - vii. the proposed Capital Provider and a conditional approval or financing commitment letter from the proposed Capital Provider outlining the terms of the financing.
- b. The information collected in the Pre-Application will be used by the Program Administrator to verify that the Applicant's property is an Eligible Property and that the proposed QIP falls within the parameters established in this Program Guide.

### **2. Completion of Final Application and Supporting Documentation**

- a. After verification by the Program Administrator that the Applicant's property is an Eligible Property and that the proposed QIP meets the criteria of this Program Guide and the District Resolution, the Applicant shall develop the QIP in accordance with this Program Guide and submit the Final Application to the Program Administrator.
- b. Along with submittal of the Final Application, the Applicant must obtain and submit the following prior to consideration of the Voluntary Assessment Agreement by the BCC:

- i. A completed Study as required by this Program Guide;
- ii. An Appraisal issued by an appraiser of the Value of Developer's Property and lien to Value ratios in compliance with this Program Guide;
- iii. An estimate of the Direct Cost of the proposed QIP from a Contractor and provide the estimate of all other costs of QIP to be financed under the Financing Agreement secured by the Assessment Lien;
- iv. A title report showing all recorded liens against the Developer's Property;
- v. Certifications required in Article III, Section D (Property Owner Requirements) of this Program Guide;
- vi. A Financing Agreement with a Capital Provider;
- vii. Executed Lender Consents as described in Article IX and in the form attached as Appendix D;
- viii. The Voluntary Assessment Agreement must be executed by Property Owner and must be in the form attached as Appendix A. The following documents are to be attached to the final Voluntary Assessment Agreement as exhibits: 1) a property description of Developer's Property; 2) a QIP description; 3) the Study; 4) a copy of the executed Financing Agreement; 5) the Appraisal; 6) a list of recorded instruments which are liens on Developer's Property; and 7) the executed Lender Consents described in Article IX; and
- ix. Payment of the C-PACE Program expenses and fees as required in Article VIII.

### **3. Program Administrator Review and Approval of QIP**

After the Applicant completes the Final Application and submits the documentation required in Article II, Section B.3, the Program Administrator will review and evaluate the documentation for completeness and accuracy and ensure they comply with the Act and this Program Guide. If the Final Application and supporting documentation is complete, accurate and demonstrates the proposed QIP qualifies for the C-PACE Program, the Program Administrator will provide the Property Owner with written notice of intent to proceed to the BCC with approval of the Voluntary Assessment Agreement and Action. If the Program Administrator finds that the Property Owner's Final Application or supporting documentation is incomplete, inaccurate or does not demonstrate that the proposed QIP qualifies for the C-PACE Program, the Program Administrator will notify the Property Owner who will have the opportunity to complete any missing information. Upon resubmission of a completed Final Application and/or supporting documentation, the Program Administrator will re-review and re-evaluate the material accordingly.

#### **4. BCC Consideration for Approval of Action**

After the Applicant completes the Final Application and the Program Administrator has reviewed and approved the Final Application and the required supporting documentation, the Program Administrator will notify the CFO who will submit an item to the BCC to consider approval of the Action, which:

- a. Approves the Voluntary Assessment Agreement which constitutes final Action to approve the Developer's Property for an Assessment, financing or refinancing of a QIP and
- b. Authorizes the execution and recording of the necessary documents to complete the Assessment and financing, which must occur thirty (30) days after the BCC adopts the Action, unless extended by the County's Chief Financial Officer.

#### **5. Recording of Required Documents**

Upon the adoption of the Action by the BCC, the Property Owner must ensure that the necessary documents are executed and recorded, and all fees are paid, within thirty (30) days after approval of the Action unless extended by the Chief Financial Officer. The following documents must be recorded at the Clark County Recorder's office:

- All Lender Consents;
- Voluntary Assessment Agreement;
- Notice of Assessment and Assessment Lien; and
- Assignment of Assessment and Assessment Lien.

Proof of recording must be submitted to the Program Administrator within ten days after recording.

#### **6. Close Out One Year After Completion of QIP**

- a. Within one (1) year after the completion of the QIP, the Property Owner shall provide the following to the Program Administrator:
  - i. A statement that the QIP has been completed in accordance with the Study and that the QIP is performing as expected (or a statement regarding any change from the Study or any resulting changes from performance).
  - ii. A report stating the expected annual energy or water savings or production/remediation as anticipated at the outset of the project and the annual energy and/or water savings or production/remediation expected as of the time of the report, as well as expected annual and lifetime CO<sub>2-e</sub> reductions measured in metric tons, as applicable. The report should explain the changes from expected energy or water savings or production/remediation at the outset to the actual expected final energy or water efficiency or production/remediation

results at the time of the report.

- b. If requested by the County, subsequent reports shall be provided to the County addressing water or energy savings or production/remediation.

### **III. Eligibility Requirements**

#### **A. Property**

##### **1. Eligible Property**

- a. Commercial or industrial real property that is Eligible Property.
- b. Apartment buildings or complexes that contain 5 or more dwelling units (“Apartment Complexes”), provided that all units are owned and rented by the same property owner. An Apartment Complex that receives C-PACE Financing may not be subdivided into condominiums, town houses, cooperatives, time shares, or any other ownership form pursuant to which any person owns an interest in a portion of the Apartment Complex other than an interest in all of the Apartment Complex or an undivided part of the whole Apartment Complex. No unit of the Apartment Complex may be converted to a separate and individual ownership, such as a condominium or townhouse. (To clarify, ownership of an undivided part of the whole Apartment Complex is permitted, but an ownership interest in single units, floors or a group of units other than all units is not permitted.) The prohibition in this Section III(A)(1) shall remain in effect until the Assessment is paid in full and the Voluntary Assessment Agreement has been terminated as set forth in Article V Section 12 of that Agreement.
- c. Affordable Housing – residential rental multi-family dwelling of 5 or more units where the income level of the tenants is restricted through the project financing to households at 60% of area median income, or below, during the term of the Assessment.
- d. Homeowner Association owned property for Water Efficiency Improvement Projects that meet eligibility requirements of Southern Nevada Water Authority (“SNWA”) Water Smart Landscapes Program or the Water Efficient Technologies Program as set forth in Article IV, Section C.
- e. The Developer’s Property must be located entirely within the boundaries of the County and must not be located within the boundaries of any incorporated City at the time of adoption of the Action and at the time of recording of the Voluntary Assessment Agreement.

## 2. Ineligible Property

- a. A residential dwelling containing fewer than 5 individual dwelling units.
- b. A residential dwelling containing 5 or more dwelling units that are not all owned and rented by the same property owner.
- c. Property financed by a government-guaranteed financing program that prohibits the subordination of the government's interest in the property or otherwise prohibits a contract under this Act.
- d. Property owned by a government.

## B. CPACE Projects

1. Renewable and Energy Efficiency Projects must be permanently affixed to real property and the Property Owner must leave the improvements affixed or attached to the property during the term of the Assessment Lien, except for replacements with other improvements of equal or greater value and that achieves the same renewable energy objective.
2. The minimum useful life of a QIP must be the greater of 10 years or the term of the Voluntary Assessment Agreement. The term of the Financing Agreement must not exceed the useful life of the QIP, and the term of the Financing Agreement is the same term as the Assessment Lien and the Voluntary Assessment Agreement.

## C. QIP Size; Refinancing

1. The minimum Assessment allowed for the County C-PACE Program is \$500,000 and the maximum amount is \$50,000,000.
2. The Assessment and Assessment Lien must not exceed 25% of the Value of the Developer's Property assessed for improving or retrofitting an existing structure as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).
3. The Assessment and Assessment Lien must not exceed 35% of the Value of the Developer's Property assessed for new construction or a gut rehabilitation as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).
4. Re-financings of prior financings of a QIP are permitted if the prior financing was: (i) an Assessment secured financing of a QIP pursuant to this Program Guide, (ii) a financing of a QIP made in anticipation of an Assessment secured financing under this Program Guide which was funded after a Pre-Application was filed for that financing under this Program Guide, or (iii) a financing of a QIP that was completed within 3 years preceding the Pre-Application. The Compliant Baseline (as defined below) for re-financings shall be the Compliant Baseline applicable to the QIP when it was permitted for construction, based on the IECC (as defined below) that was applicable to the QIP when it was constructed.



## D. Property Owner Requirements

To be eligible to participate in the C-PACE Program a Property Owner must:

1. Be the legal owner of the Eligible Property as shown by the records of the Clark County Recorder. All Property Owners of the subject property must sign the Voluntary Assessment Agreement. Therefore, before submitting the Pre-Application, the Applicant must ensure that all owners of the subject Property agree to participate in the C-PACE Program and subject to the terms.
2. Obtain written affirmative consent of all Lenders who hold a mortgage, deed of trust or other recorded instrument that encumbers all or any part of a Developer's Property as security for the repayment of a loan pursuant to Article IX, Lender Consents. All Lenders must execute the Lender Consent form attached as Appendix D. The Lender Consent forms must be fully executed and attached to the Voluntary Assessment Agreement prior to consideration of said agreement by the BCC.
3. Certify that the Property Owner (and its parent if the Property Owner is a single-purpose entity) is solvent and that no proceedings are pending or threatened in which the Property Owner (and the parent, as applicable) may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from some or all of the Property Owner's (and the parent's, as applicable) debts or obligations, be granted an extension of time to pay the Property Owner's (and the parent's, as applicable) debts or be subjected to a reorganization or readjustment of the Property Owner's (and the corporate parent's, as applicable) debts. The Property Owner must also certify that the Property Owner (and the parent if the Property Owner is a single purpose entity) has not filed for or been subject to bankruptcy protection in the past two years.
4. Be current in the payment of all obligations secured by Developer's Property, including property taxes, special assessments, special taxes, other tax liens, water or sewer charges, code enforcement delinquencies, among others. The Property Owner is required to submit a certification statement to acknowledge there are no public obligations or charges associated with the property. The Program Administrator may review public records, including the real property records, to verify compliance with this requirement. Properties currently appealing a property tax assessment will be reviewed and eligibility for the C-PACE Program will be determined on a case-by-case basis.
5. Have no involuntary liens on the Developer's Property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the Property Owner, or eminent domain proceedings. The Property Owner is required to submit a title report.
6. Have no notices of default or delinquency on property-based debt that have been recorded and not cured.
7. Maintain insurance on the property payable to the C-PACE Capital Provider in the amount provided in the Financing Agreement.
8. Certify that it is not a party to or aware of any litigation or administrative proceeding of any nature and that no such litigation or administrative proceeding is pending or threatened that, if successful, would materially adversely affect the Property Owner's ability to operate its business or comply with the Voluntary Assessment Agreement and pay the Assessment to

the Capital Provider when due, or which challenges or questions the validity or enforceability of the Voluntary Assessment Agreement, Assessment and Assessment Lien or any other documents executed by Property Owner in connection with the Property Owner's participation in the C-PACE Program.

## IV. Qualified Improvement Project Requirements

The following types of Qualified Improvements Project as permitted under the C-Pace Program:

### A. Energy Efficiency Improvement Projects

#### 1. Eligibility Requirements

An Energy Efficiency Improvement Project must decrease or support the decrease of energy consumption or demand for energy on Developer's Property, meet the definitions set forth in the Act and this Program Guide. New construction must exceed the energy efficiency requirements that would be achieved under the current edition of the International Energy Conservation Code adopted by the County at the time the Pre-Application is submitted ("IECC") by at least five percent (5%) ("New Construction Baseline"). Retrofitting must meet the energy efficiency requirements that would be achieved under the current edition of the IECC adopted by the County at the time the Pre-Application is submitted ("Retrofit Baseline"). The New Construction Baseline and Retrofit Baseline are hereinafter collectively referred to as "Compliant Baseline".

Eligible Energy Efficiency Improvements may include but are not limited to the following if they meet the eligibility requirements:

- a. Automated building control systems such as a Building Management System (BMS) or Energy Management System (EMS).
- b. Variable speed drives on motors, pumps, and fans.
- c. Replacement or modification of lighting fixtures and controls to increase the energy efficiency of the system. Lighting fixtures must meet the Design Lighting Consortium (DLC), premium category, technical requirements version 5.1 or current edition.
- d. Daylighting systems.
- e. High efficiency Heating, Ventilation and Air Conditioning (HVAC) modifications and replacements including boilers, chillers, and air handling units.
- f. Hot water heating systems.
- g. Building envelope improvements including insulation in walls, roofs, floors, and foundations
- h. Window and door system modifications that reduce energy consumption.
- i. Energy recovery systems.
- j. Elevator modernization projects.

Examples of ineligible Energy Efficiency Projects include the following:

- a. Vending machine controls
- b. Portable heaters/air conditioners/light fixtures
- c. Incidental improvements such as the following the cost of which exceeds 15% of the Direct Costs of the non-incidental components of the QIP:

- i. Health and safety improvements not directly related to or otherwise incorporated in the energy improvement.
- ii. A like-for-like roof upgrade associated with the installation of a roof-mounted solar photovoltaic array.
- iii. Asbestos abatement associated with a boiler retrofit.
- iv. New pads to support new plant equipment, such as a new chiller.
- v. Replacement of ductwork and terminal boxes associated with a packaged rooftop unit replacement.
- vi. Relocation of equipment associated with the installation of energy saving measures.
- vii. Rerouting of a fire sprinkler system to accommodate a new HVAC system.
- viii. Carports supporting a solar photovoltaic array.

2. **Retrofitting (Energy Efficiency Projects)**

Retrofitting of existing properties as well as new construction may be eligible as an Energy Efficient Improvement Project which meets or exceeds the Compliant Baseline.

Energy Audits shall assess the existing conditions of a building against the performance of the Energy Conservation Measures (ECM). Existing conditions may be determined based on nameplate efficiency ratings of currently installed equipment. Alternatively, the Qualified Service Company may use modeled energy performance of the building or other professionally accepted methods of establishing energy efficiency performance of the existing building. The Program Administrator will review the Energy Audit submitted with the application materials and submit any follow-up questions to the Applicant's project team.

3. **New Construction (Energy Efficiency Projects)**

- a. New construction C-PACE Projects that meet or exceed the Compliant Baseline are eligible for the C-PACE Program. When applying for a C-PACE Project for a new construction project the Applicant must demonstrate using whole-building energy modeling that the as-designed modeled energy performance will meet or exceed the Compliant Baseline.
- b. The Energy Audit for a new construction project must demonstrate the expected energy savings that meets or exceeds the Compliant Baseline in one of two ways:
  - i. The Energy Audit for new construction may itemize energy -related measures that are included in one of the above-listed standards. The Energy Audit must describe each ECM's characteristic and provide supporting documentation showing the extent to which each ECM meets or exceeds the Compliant Baseline.
  - ii. The Energy Audit for new construction may demonstrate overall savings on a whole

- building level, following a methodology consistent with the American Society of Heating, Refrigeration Air-Conditioning Engineering (ASHRAE), 211-2018, 90.1 Appendix G guidelines, or if newer, the then current edition. Additionally, estimated whole building energy savings that meet or exceed the Compliant Baseline should be calculated using a Department of Energy-approved building energy modeling software or detailed engineering calculations. Building-level savings calculations must demonstrate that the building's total anticipated performance that is equal to or better than the Compliant Baseline with a summary percentage of performance of the whole building meeting or exceeding the Compliant Baseline.
- c. The Energy Audit for this project type shall include all component requirements for New Construction, as outlined above.

#### 4. **Energy Efficiency Improvement Project Audit Requirements**

- a. An Energy Efficiency Improvement Project must be supported by an Energy Audit conducted by a Qualified Service Company and must include a written energy analysis of the CPACE Project, including a detailed description of the Energy Efficiency Improvement Project. All Energy Audits for Energy Efficiency Improvements must be prepared and submitted by a Qualified Service Company who is a Nevada Licensed Professional Engineer (P.E.)
- b. An Energy Efficiency Improvement Project Energy Audit must address the following components and information, as applicable:
  - i. Written description of the proposed project.
  - ii. Expected annual energy savings, electrical demand reduction, and maintenance.
  - iii. Estimate of the useful life of each ECM including specification sheets.
  - iv. Each ECM and the total project capital cost required for each ECM including soft costs.
  - v. Operating cost assumptions.
  - vi. Clear and logical step-by-step calculations detailing the estimated annual energy savings and electrical demand reduction.
  - vii. Document assumptions and inputs to calculations.
  - viii. Key numbers should be easily identifiable with correct units shown.
  - ix. An explanation as to how the QIP will meet or exceed the Compliant Baseline.
  - x. Analysis as to the useful life of the QIP and demonstration that the life of the improvement is at a minimum the greater of 10 years or the expected term of the Voluntary Assessment Agreement.

- c. The Energy Audit shall be consistent with one of the following guidelines:
  - i. American Standard Testing Method (“ASTM”) International Standard E2797, “Standard Practice for Building Energy Performance Assessment for a Building Involved in a Real Estate Transaction,” most current version.
  - ii. American National Standards Institute (ANSI)/ASHRAE/American Air Conditioning Contractors of America (ACCA) Standard 211- 2018, or most current version, for ASHRAE Level 2 or 3 Energy Audits.
  - iii. The Qualified Service Company can be employed by a participating Contractor on the C-Pace Project or can be an independent firm retained by the applicant or the applicant representative. The name, firm name, contact information and credentials of the Qualified Service Company shall be included in the Energy Audit.

## **B. Renewable Energy Project**

### **1. Eligibility Requirements**

- a. The Act permits the financing of Renewable Energy improvements, installed on the customer side of the electric meter, that produce energy from renewable resources. These include, but are not limited to, photovoltaic, solar thermal, small wind, low-impact hydroelectric, biomass, or fuel cells. Developers of Renewable Energy Projects must submit a Renewable Energy Feasibility Study.
- b. A Renewable Energy Project that generates electricity from Renewable Energy must be used to offset load on Developer’s Property.
- c. A Renewable Energy Project must not be used to sell or distribute renewable energy between tracts. If the structure that is benefitting from the QIP is located on more than one contiguous tract, the Renewable Energy Project may be used to serve the entire structure.
- d. Allowable uses of a Renewable Energy Improvement include:
  - i.) Generation of electricity to supply the on-site demand of the Property Owner;
  - ii.) Production of clean heat or power by use of a renewable energy source such as biomass or biogas.
- e. Renewable Energy Projects must be permanently affixed to real property and the Property Owner must leave the improvements affixed or attached to the property during the term of the Assessment Lien, except for replacements with other improvements of equal or greater value and that achieves the same renewable energy objective.
- f. The energy generation baseline for all Renewable Energy Improvements is assumed to be zero energy generation; provided, if a Renewable Energy Improvement is a replacement of an existing renewable energy system, the renewable energy study provider shall establish the baseline using performance and/or nameplate ratings of the existing system.

**2. Requirements for Renewable Energy Feasibility Study**

- a. A Renewable Energy Project must be determined by a Qualified Service Company to meet the definition in the Act and supported by a Renewable Energy Feasibility Study.
- b. Renewable Energy Feasibility Studies must be prepared by a Qualified Service Company which has demonstrated experience in developing Renewable Energy Projects and stamped by a licensed professional engineer in state of Nevada.
- c. The Renewable Energy Project Feasibility Study must address the following:
  - i. Site ambient conditions.
  - ii. Location for the Renewable Energy Improvement.
  - iii. Energy system foundation.
  - iv. Building characteristics
  - v. Utility consumption profile of the site, including the site's historic energy use and cost.
  - vi. Description of the proposed Renewable Energy Improvement.
  - vii. Projected annual energy production.
  - viii. Projected energy cost and levelized financial cost inclusive of financing.
  - ix. Weighted cost of energy saved and generated by the project.
  - x. Breakdown of cost savings to be realized, if any.
  - xi. Expected Useful Life of the Renewable Energy System.
  - xii. Identification of an appropriate commissioning plan for monitoring the system.
  - xiii. Analysis as to the useful life of the QIP and demonstration that the life of the improvement is at a minimum the greater of 10 years or the expected term of the Voluntary Assessment Agreement.

## C. Water Efficiency Improvement Project

### 1. Eligibility

- a. An eligible Water Efficiency Improvement Project must meet the eligibility requirements and criteria defined in the SNWA Water Smart Landscapes Program or the Water Efficient Technologies Program. *A full list of eligibility requirements and criteria can be found at [www.snwa.com](http://www.snwa.com).*
- b. Water Efficiency Improvement Projects must be permanently affixed to real property and the Property Owner must leave the improvements affixed or attached to the property during the term of the Assessment Lien, except for replacements with other improvements of equal or greater value and that achieves the same water efficiency objective.
- c. In the event of a conflict between SNWA eligibility requirements at [www.snwa.com](http://www.snwa.com) the Act and this Program Guide, the Act, and this Program Guide control. Improvements consistent with the Water Smart Landscapes Program or the Water Efficient Technologies Program may not necessarily meet the criteria required for a Water Efficiency Improvement Project under this Program Guide and the Act. Improvements are not eligible for financing under the County's C-pace program unless they meet both the SNWA eligibility requirements at [www.snwa.com](http://www.snwa.com) and the criteria required for a Water Efficiency Improvement Project under this Program Guide and the Act.

### 2. Requirements for Written Analysis for Water Efficiency Improvement Project

- a. A Water Efficiency Improvement Project must be supported by a Qualified Service Company to meet the definition in the Act. The determination of the Qualified Service Company must be contained in a Written Analysis of the project. All Written Analysis for a Water Conservation Project must be prepared and submitted by a Qualified Service Company.
- b. The Qualified Service Company preparing this Study must provide reference to his/her water-specific qualifications in the Pre-Application.
- c. For C-PACE Projects limited to water savings, the Written Analysis of the Water Efficiency Improvement Project must also document assumptions and inputs to calculations (e.g., flow rates, estimated monthly usage) in addition to the information summarized above. The Study must analyze the useful life of the QIP and demonstrate that the minimum life of the QIP is the greater of 10 years or the term of the Voluntary Assessment Agreement.
- d. The Applicant must provide a written statement by the SNWA that the Water Efficiency Improvement Project complies with the SNWA eligibility requirements.



## **V. Assessment / Certified Appraisal Criteria**

### **A. Assessment Criteria**

Each CPACE Project must meet the following Assessment criteria:

1. The QIP in the County C-PACE Program must be financed or refinanced only through an Assessment on the Developer's Property that secures the direct financing or refinancing obtained from a Capital Provider (the requirements for Capital Providers are set forth in Article VII herein) pursuant to a Financing Agreement.
2. The County will not issue bonds to finance through an Assessment of a QIP.
3. The County will not use any public funds to pay an Assessment nor pledge the full faith and credit of the municipality for such proceeds. The County is not liable for any amount due related to the QIP.
4. The Assessment consists of the principal amount levied against a tract, in the form of an Assessment Lien, specially benefitted by a QIP to defray wholly or in part the cost of the QIP. The form of the Notice of Assessment and the Assessment Lien is attached hereto as Appendix B.
5. The Developer must execute a Financing Agreement with a Capital Provider who will provide Developer direct financing for the QIP. The principal amount financed for the QIP, pursuant to the Financing Agreement, constitutes the principal amount of the Assessment. The principal amount financed includes the Direct Costs and non-Direct Costs not exceeding 20% of Direct Costs. Non-Direct Costs do not include the financing of land or interests in land.
6. The minimum useful life of a QIP must be the greater of 10 years or the term of the Voluntary Assessment Agreement. The term of the Financing Agreement must not exceed the useful life of the QIP, and the term of the Financing Agreement is the same term as the Assessment Lien.
7. The minimum Assessment allowed for the County C-PACE Program is \$500,000 and the maximum amount is \$50,000,000.00.
8. The Assessment and Assessment Lien must not exceed 25% of the Value of the Developer's Property assessed for improving or retrofitting an existing structure as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).
9. The Assessment and Assessment Lien must not exceed 35% of the Value of the Developer's Property assessed for new construction or a gut rehabilitation as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).
10. The outstanding amount owed on all recorded instruments which are liens against the tract, including the Assessment Lien and any other liens expected to be placed on the

Property prior to the completion of the QIP, must not exceed 90 percent of the Value of the property assessed as determined by an appraiser (see Article V, Section B for requirements and considerations of the appraiser).

11. For C-Pace Projects that include multiple QIPs, the term of an Assessment and Assessment Lien and Financing Agreement may not be greater than the weighted average useful life of all QIPs that are being financed, calculated based on the amount financed for each individual QIP, subject to the County's review and approval.
12. County and Applicant must enter into a Voluntary Assessment Agreement, the form of which is attached hereto as Appendix A. The Voluntary Assessment Agreement creates the Assessment Lien that is placed on Developer's Property.
13. Except for the imposition and amount of the Assessment and the Assessment Lien, in no event is the County responsible for the form of the Voluntary Assessment Agreement or any statement, term, provision or other matter contained in it.
14. All persons who own a property interest in the tract must be a party to and execute the Voluntary Assessment Agreement.
15. The Voluntary Assessment Agreement will be recorded with the Clark County Recorder within 30 days of its approval by the BCC. No transfers of the Developer's property may be made after the Voluntary Assessment Agreement is executed and before it is recorded. Once recorded, the Voluntary Assessment Agreement is binding on all subsequent property owners.
16. The Developer must agree to the Assessment amount approved by the BCC as repayment for the financing of the QIP.
17. The Developer must acknowledge that the Assessment Lien will be recorded on its property to secure the repayment of the financing pursuant to the Financing Agreement.
18. The County will assign the Assessment and Assessment Lien to the Capital Provider. The form of the Assignment of the Assessment and Assessment Lien is attached hereto as Appendix C.
19. The County shall execute and record a Notice of Assessment and Assessment Lien on Developer's Property.
20. Any Lender who holds a lien on the tract on which the QIP is to be located must consent in writing to the levy of the Assessment and Assessment Lien against the tract to secure the repayment and financing or refinancing of the QIP. Additionally, each Lender must provide written approval of the Appraisal, Appraisal methods, appraisers (who performed the Appraisal) and the Qualified Service Company that provides the Study supporting the Assessment and the QIP as required by this Program Guide. Each consent is binding on the holder of a lien who signs the consent. Each consent must be recorded with the County recorder and once recorded is binding on the Lender who signed the consent and any successors and assigns. The form of the Lender Consent is attached hereto as Appendix D.

21. The maximum C-PACE Assessment eligible for a QIP will be determined by the Program Administrator after a review of the construction costs, and the as-designed modeled energy performance, the Study, the application materials, Appraisal, Financing Agreement.

## **B. Certified Appraisal Criteria**

1. Appraisers appraising the Value and applying lien to Value ratios must meet the following criteria.
  - a. Be certified as a general appraiser by the State of Nevada;
  - b. Be designated as a MAI Appraiser by the Appraisal Institute;
  - c. Be experienced in appraising Clark County property; and
  - d. Conform to the Uniform Standards of Professional Appraiser Practice.
2. The appraiser must determine lien to Value ratios on Developer's Property as set forth in NRS 271.6315(2)(b)(c). Value of property shall take into account the additional value to the property as a result of the QIP, but otherwise shall be an "as is" value except as provided in the definition of "Value", above.

## **VI. Contractors**

All QIP's must be completed through independent contracts with Contractors that hold all applicable state and local licenses. The County does not recommend or endorse any specific contractor or warrant the reliability of any such Contractor. The County is not responsible for the construction, or any defects or delays thereof. The law of the State of Nevada relating to public bidding, public works or public procurement are not applicable to contracts for construction. Property Owner is responsible for conducting its own due diligence, including but not limited to consideration of finances, performance, and pricing, before selecting a contractor.

## **VII. C-PACE Capital Providers**

- A. Capital Providers must meet the following criteria:
  1. Shall be and remained licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including the State of Nevada and Clark County.
  2. Shall have the legal authority and power to finance the QIP.
  3. Shall comply with all applicable state, local and federal laws, and regulations in the financing of the QIP.
  4. Shall be an entity that:
    - a. is a federal or state-chartered bank or credit union;

- b. is rated at an investment grade level by AM Best, Standard & Poor's, Moody's, KBRA, Fitch or other equivalent rating service, or at 3.5 or above by Bauer Financial or other widely accepted and acknowledged rating provider;
  - c. has successfully completed the financing of two or more C-PACE projects as the sole or primary Capital Provider within the last 5 years;
  - d. is registered as a Capital Provider for C-Pace programs in three or more States; or
  - e. is approved by the Program Administrator as a lender of high quality after considering the following:
    - i. Whether the Capital Provider is rated by AM Best, Standard & Poor's, Moody's, KBRA, Fitch or other equivalent rating service, or by Bauer Financial or other widely accepted and acknowledged rating provider, with such ratings reflecting that the entity is a lender of high quality.
    - ii. The capital structure, income statement and balance sheet of the entity
    - iii. The lending criteria of the entity.
    - iv. Whether the entity is currently registered as a C-PACE lender in states other than Nevada with C-PACE
    - v. Whether the entity has financed a previous C-PACE transaction in another U.S. jurisdiction where C-PACE financing is authorized.
    - vi. Other factors deemed relevant by the Program Administrator that would assist in providing evidence that the entity is a lender of high quality.
- B. Upon full repayment of the C-PACE Financing, the C-PACE Capital Provider must submit a certified statement to the Program Administrator that the C-PACE Capital Provider's loan has been satisfied.
- C. County does not recommend or endorse any specific Capital Provider or warrant the reliability of any such Capital Provider. Property Owner is responsible for conducting its own due diligence, including but not limited to consideration of finances, performance, and pricing, before selecting a Capital Provider.

## **VIII. Program Fees**

To participate in the C-PACE Program, Property Owners must agree to pay a non-refundable \$2,000.00 application fee at the time of submittal of the Pre-Application. Property Owners shall be liable for any administrative or performance costs and expenses incurred by the County relating to the C-PACE Project. Property Owner shall pay invoiced expenses to the County by the earlier of thirty (30) calendar days of receipt of invoice or the recording of the Assessment Agreement. Clark County reserves the right to modify its fee structure at any time.

## **IX. Lender Consent**

All Property Owners must advise all Lenders of their intent to participate in the C-PACE Program and the Assessment and Assessment Lien. Additionally, all Property Owners must obtain written approval from the Lenders of the Appraisal, Appraisal methods, appraiser (who performed the Appraisal) and Qualified Service Company who provided the Study supporting the Assessment and the QIP and required by this Program Guide. Property Owners must obtain each Lender's written consent thereto in the form attached as Appendix D. Each consent must be recorded with the County recorder and once recorded is binding on the Lender who signed the consent and any successors and assigns. The Property Owner must submit all executed Lender Consents to the Program Administrator for approval prior to consideration of the Voluntary Assessment Agreement by the BCC. In addition, if there are new entities that become Lenders as a result of a new loan or a change in the identity of the Lender after the Lender Consents are provided and before the Voluntary Assessment Agreement is recorded, the Property Owner must obtain Lender Consents from the new Lenders and submit those new Consents for recording prior to the time of recording of the Voluntary Assessment Agreement.

## **X. Release and Indemnification**

- A. Neither the County nor the Program Administrator provide legal advice. Further, neither Clark County nor the Program Administrator mediate any disputes between any participants, including but not limited to, Property Owners, lessees, tenants, Capital Providers, Contractors and Qualified Service Companies.
- B. In addition to other designated and implied responsibilities in the C-PACE Program, Applicant is responsible for reviewing the terms, conditions, and obligations implied by the Act, the Program Guide, Voluntary Assessment Agreement, and all other documents associated with the C-PACE Program, agreements with its Contractors, Qualified Service Company, Capital Provider, and any other parties to the C-PACE Project.
- C. Neither the County nor the Program Administrator provide any accounting advice regarding how a Property Owner should treat the C-PACE Project with respect to its books and records.
- D. The Program Administrator has the right to review all C-PACE Projects for eligibility.
- E. The County, its officers, agents and employees and the Program Administrator:
  - 1. Do not endorse any particular C-PACE Capital Provider, Contractor, Qualified Service Company, engineering firm, manufacturer, product, or system design by this offering.
  - 2. Are not responsible for any liability whatsoever imposed on the Applicant as a result its relationship with the Capital Provider, the Voluntary Assessment Agreement, the Assessment or Assessment Lien.
  - 3. Make no representation or warranty, and assume no liability with respect to the quality, safety, performance, or other aspect of any design, engineering, consulting, QIP, product, system, equipment, or appliance installed, constructed, or received and expressly disclaim any such representations, warranties, and liability, including, but not limited to, any implied

warranties of merchantability or fitness for a particular purpose. Please contact your contractor for detailed manufacturer equipment warranties.

4. Do not guarantee that installation and operation of energy efficient or water conservation equipment will result in reduced usage or in cost savings to a Property Owner or any occupants of an Eligible Property.
5. Are not responsible for the proper disposal/recycling of any waste generated as a result of the C-PACE Project.
6. Are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the QIP, products, equipment, or appliances, or the installation thereof related to a C-PACE Project.
7. Reserve the right to publicize participation in the C-PACE Program.
8. May visit the site of the QIP upon reasonable notice to verify that products, systems, equipment, improvements, and appliances comprising the QIP described in the Application, Voluntary Assessment Agreement and other C-Pace Program documents are being or were installed.

F. As provided in NRS 271.63175 of the Act:

1. The County, its governing body, its officers, and its employees shall not be liable for actions taken pursuant to NRS 271.6312 to 271.6325, inclusive of this act, except in cases of willful misconduct.
2. The County shall not use any public funds to pay an Assessment imposed to repay bonds or direct financing or refinancing of a QIP nor pledge the full faith and credit of the municipality for such purposes.
3. The amount necessary to repay bonds or the direct financing or refinancing of a QIP is secured solely by the Assessment and the County shall not use or pledge any money derived from any other source for such purposes.
4. The County is not liable for any amount due related to a QIP, including, without limitation, the costs for construction of the QIP.

G. By participating in the C-PACE Program, each Applicant shall submit a written acknowledgement to the Program Administrator that it agrees to the foregoing limits in this Article X on the liabilities and responsibilities of the County and its officers, agents and employees and the Program Administrator.

## **XI. Waivers; Modifications of the provisions of these Guidelines**

On written application made to the BCC through the Program Administrator, for good cause shown the BCC may consider waiving or modifying any of the foregoing requirements to the extent they are not a requirement of law. Any such waivers or modifications are subject to such other conditions as imposed by the BCC and are applicable only after approved by the BCC.

**Appendix A: Form of C-PACE Voluntary Assessment Agreement**  
*[See Attached]*



**Appendix B: Form of Notice of Assessment and  
Assessment Lien**  
*[See Attached]*

**Appendix C: Form of Assignment of Assessment Lien**  
*[See Attached]*

**Appendix D: Form of Lender Consent**  
*[See Attached]*