

1 A bill to be entitled
2 An act relating to clean energy programs; amending s.
3 163.08, F.S.; creating the Property Assessed Clean
4 Energy Act; revising legislative findings; providing
5 definitions; providing that a property owner may apply
6 to an approved PACE administrator for a PACE loan;
7 authorizing a local government to enter into an
8 agreement with a PACE administrator; specifying that a
9 local government or PACE administrator may enter into
10 a PACE loan contract only with the record owner of a
11 qualifying commercial or residential real property;
12 removing a requirement for constructive notice;
13 requiring that a local government determine that the
14 property owner has not filed for bankruptcy within a
15 specified number of years before entering into a PACE
16 loan contract; providing the lien position of a PACE
17 loan; providing requirements for financing a
18 qualifying residential real property; providing
19 requirements for PACE loan contracts; providing a
20 right to cancel a PACE loan contract and requiring a
21 disclosure statement to be provided to the property
22 owner relating to such right; requiring a financing
23 estimate and disclosure form; prohibiting PACE
24 administrators and contractors from engaging in
25 certain practices; removing provisions relating to the

26 non-ad valorem assessment of property; removing
 27 provisions requiring the property owner to provide
 28 certain notice to the holders or loan servicers of any
 29 existing mortgages encumbering or secured by the
 30 property; prohibiting a local government or PACE
 31 administrator from entering into a PACE loan contract
 32 under certain circumstances; providing claims and
 33 defenses; requiring a PACE administrator to comply
 34 with the Servicemembers Civil Relief Act; providing
 35 remedies; providing an effective date.

36
 37 Be It Enacted by the Legislature of the State of Florida:

38
 39 Section 1. Section 163.08, Florida Statutes, is amended to
 40 read:

41 163.08 Property Assessed Clean Energy Act ~~Supplemental~~
 42 ~~authority for improvements to real property.-~~

43 (1) Short title.-This section may be cited as the
 44 "Property Assessed Clean Energy Act" or the "PACE Act."

45 (2) (a) ~~(1) (a)~~ Legislative findings.-~~In chapter 2008-227,~~
 46 ~~Laws of Florida, the Legislature amended the energy goal of The~~
 47 ~~state comprehensive plan~~ provides ~~to provide~~, in part, that the
 48 state shall reduce its energy requirements through enhanced
 49 conservation and efficiency measures in all end-use sectors and
 50 reduce atmospheric carbon dioxide by promoting an increased use

51 of renewable energy resources. ~~That act also declared~~ It is the
52 public policy of the state to play a leading role in developing
53 and instituting energy management programs that promote energy
54 conservation, energy security, and the reduction of greenhouse
55 gases. In addition to establishing policies to promote the use
56 of renewable energy, the Legislature provided for a schedule of
57 increases in energy performance of buildings subject to the
58 Florida Energy Efficiency Code for Building Construction. ~~In~~
59 ~~chapter 2008-191, Laws of Florida,~~ The Legislature adopted new
60 energy conservation and greenhouse gas reduction comprehensive
61 planning requirements for local governments. In the 2008 general
62 election, the voters of this state approved a constitutional
63 amendment authorizing the Legislature, by general law, to
64 prohibit consideration of any change or improvement made for the
65 purpose of improving a property's resistance to wind damage or
66 the installation of a renewable energy source device in the
67 determination of the assessed value of residential real
68 property.

69 (b) The Legislature finds that all energy-consuming-
70 improved properties that are not using energy conservation
71 strategies contribute to the burden affecting all improved
72 property resulting from fossil fuel energy production. Improved
73 property that has been retrofitted with energy-related
74 qualifying improvements receives the special benefit of
75 alleviating the property's burden from energy consumption. All

76 improved properties not protected from wind damage by wind
77 resistance qualifying improvements contribute to the burden
78 affecting all improved property resulting from potential wind
79 damage. Improved property that has been retrofitted with wind
80 resistance qualifying improvements receives the special benefit
81 of reducing the property's burden from potential wind damage.
82 Further, the installation and operation of qualifying
83 improvements not only benefit the affected properties for which
84 the improvements are made, but also assist in fulfilling the
85 goals of the state's energy and hurricane mitigation policies.
86 In order to make qualifying improvements more affordable and
87 assist property owners who wish to undertake such improvements,
88 the Legislature finds that there is a compelling state interest
89 in enabling property owners to voluntarily finance such
90 improvements with local government assistance.

91 (c) The Legislature determines that the actions authorized
92 under this section, including, but not limited to, PACE loans
93 for the financing of qualifying improvements through the
94 execution of loan contracts ~~financing agreements~~ and the related
95 imposition of voluntary assessments are reasonable and necessary
96 to serve and achieve a compelling state interest and are
97 necessary for the prosperity and welfare of the state and its
98 property owners and inhabitants.

99 ~~(3)~~ ~~(2)~~ Definitions.—As used in this section, the term:

100 (a) "Local government" means a county, a municipality, a

101 dependent special district as defined in s. 189.012, or a
102 separate legal entity created pursuant to s. 163.01(7).

103 (b) "PACE administrator" means an entity with whom a local
104 government contracts to administer a PACE program.

105 (c) "PACE contractor" means a person that installs
106 qualifying improvements under this section.

107 (d) "PACE loan" means the extension of financing offered
108 to an owner of qualifying commercial or residential real
109 property for a qualifying improvement which is repayable through
110 a non-ad valorem assessment.

111 (e) "PACE loan contract" means the legal agreement between
112 a local government, a PACE administrator, or a PACE contractor
113 and a qualifying property owner containing the terms and
114 conditions of a PACE loan.

115 (f) "Qualifying commercial real property" means a
116 multifamily residential, commercial, or industrial building that
117 a local government has determined may be benefited by
118 installation of a qualifying improvement.

119 (g) ~~(b)~~ "Qualifying improvement" includes any:

120 1. Energy conservation and efficiency improvement, which
121 is a measure to reduce consumption through conservation or a
122 more efficient use of electricity, natural gas, propane, or
123 other forms of energy on the property, including, but not
124 limited to, air sealing; installation of insulation;
125 installation of energy-efficient heating, cooling, or

126 ventilation systems; building modifications to increase the use
 127 of daylight; replacement of windows; installation of energy
 128 controls or energy recovery systems; installation of electric
 129 vehicle charging equipment; and installation of efficient
 130 lighting equipment.

131 2. Renewable energy improvement, which is the installation
 132 of any system in which the electrical, mechanical, or thermal
 133 energy is produced from a method that uses one or more of the
 134 following fuels or energy sources: hydrogen, solar energy,
 135 geothermal energy, bioenergy, and wind energy.

136 3. Wind resistance improvement, which includes, but is not
 137 limited to:

- 138 a. Improving the strength of the roof deck attachment;
- 139 b. Creating a secondary water barrier to prevent water
 140 intrusion;
- 141 c. Installing wind-resistant shingles;
- 142 d. Installing gable-end bracing;
- 143 e. Reinforcing roof-to-wall connections;
- 144 f. Installing storm shutters; or
- 145 g. Installing opening protections.

146 (h) "Qualifying residential real property" means a single-
 147 family residential building that the local government has
 148 determined may be benefited by installation of a qualifying
 149 improvement.

150 (4)-(3) Program purpose and authority.-

151 (a) A local government may levy non-ad valorem assessments
152 to fund qualifying improvements.

153 (b)~~(4)~~ Subject to local government ordinance or
154 resolution, a property owner may apply to the local government
155 or an approved PACE administrator for funding to finance a
156 qualifying improvement and enter into a PACE loan contract
157 ~~financing agreement~~ with the local government or the PACE
158 administrator. Costs incurred by the local government for such
159 purpose may be collected as a non-ad valorem assessment. A non-
160 ad valorem assessment shall be collected pursuant to s. 197.3632
161 and, notwithstanding s. 197.3632(8)(a), shall not be subject to
162 discount for early payment. However, the notice and adoption
163 requirements of s. 197.3632(4) do not apply if this section is
164 used and complied with, and the intent resolution, publication
165 of notice, and mailed notices to the property appraiser, tax
166 collector, and Department of Revenue required by s.
167 197.3632(3)(a) may be provided on or before August 15 in
168 conjunction with any non-ad valorem assessment authorized by
169 this section, if the property appraiser, tax collector, and
170 local government agree.

171 (c)~~(5)~~ Pursuant to this section or as otherwise provided
172 by law or pursuant to a local government's home rule power, a
173 local government may enter into a partnership with one or more
174 local governments for the purpose of providing and financing
175 qualifying improvements.

176 (d)(6) A local government may enter into an agreement with
177 a PACE administrator to administer the PACE Act ~~A qualifying~~
178 ~~improvement program may be administered by a for-profit entity~~
179 ~~or a not-for-profit organization on behalf of and at the~~
180 ~~discretion of the local government.~~

181 (e)(7) A local government may incur debt for the purpose
182 of providing such improvements, payable from revenues received
183 from the improved property, or any other available revenue
184 source authorized by law.

185 (f)(8) A local government or PACE administrator, as
186 applicable, may enter into a PACE loan contract financing
187 ~~agreement~~ only with the record owner of the qualifying
188 commercial or residential real affected property. Any PACE loan
189 contract financing agreement entered into pursuant to this
190 section or a summary memorandum of such contract agreement shall
191 be recorded in the public records of the county within which the
192 property is located by the sponsoring unit of local government
193 within 5 days after execution of the PACE loan contract
194 ~~agreement. The recorded agreement shall provide constructive~~
195 ~~notice that the assessment to be levied on the property~~
196 ~~constitutes a lien of equal dignity to county taxes and~~
197 ~~assessments from the date of recordation.~~

198 (5)(9) Program requirements.—Before entering into a PACE
199 loan contract financing agreement, the local government shall
200 reasonably determine that:

201 (a) All property taxes and any other assessments levied on
202 the same bill as property taxes are paid and have not been
203 delinquent for the preceding 3 years or the property owner's
204 period of ownership, whichever is less.~~†~~

205 (b) ~~that~~ There are no involuntary liens, including, but
206 not limited to, construction liens on the property.~~†~~

207 (c) ~~that~~ No notices of default or other evidence of
208 property-based debt delinquency have been recorded during the
209 preceding 3 years or the property owner's period of ownership,
210 whichever is less.~~†~~~~and~~

211 (d) ~~that~~ The property owner is current on all mortgage
212 debt on the property.

213 (e) The property owner has not filed for bankruptcy
214 protection within the preceding 3 years.

215 (6) PACE loan lien position.—Notwithstanding any law to
216 the contrary, a PACE loan is:

217 (a) Subordinate to all liens on the qualifying real
218 property recorded before the notice of the PACE lien is
219 recorded.

220 (b) Subordinate to a first mortgage on the qualifying real
221 property recorded after the notice of the PACE lien is recorded.

222 (c) Superior to any lien on the qualifying real property
223 recorded after the notice of the PACE lien is recorded.

224 (7) Financing for qualifying residential real property.—A
225 local government must verify that:

226 (a) The maturity date of the PACE loan does not exceed the
 227 useful life of the qualifying improvement, as determined by the
 228 local government; however, a term may not exceed 15 years.

229 (b) The PACE loan amount does not exceed the lesser of 15
 230 percent of the assessed value of the real property on which the
 231 qualifying improvement will be installed or the actual cost of
 232 all qualifying improvements on the property, including the labor
 233 to install the improvements, and any equipment or materials used
 234 to install the improvements.

235 (c) The combined debt of existing mortgages and the PACE
 236 loan amount does not exceed 75 percent of the assessed value of
 237 the real property.

238 (8) PACE loan contracts for qualifying residential real
 239 property.—

240 (a) A residential PACE loan contract must:

241 1. Be in writing and contain all the terms and conditions
 242 of the PACE loan.

243 2. Be signed by the owner of qualifying residential real
 244 property.

245 3. Be written in the language in which the contract was
 246 negotiated.

247 4. Offer a fixed simple interest rate.

248 5. Charge an interest rate that does not exceed any rates
 249 required by law.

250 6. Fully amortize the debt obligation.

251 7. Authorize prepayment of some or all of the PACE loan
 252 balance with no penalty, fee, or other charge for such
 253 prepayment.

254 8. Include the right to cancel as provided in subsection
 255 (12).

256 (b) A residential PACE loan contract may not:

257 1. Result at any time in negative amortization;

258 2. Charge any interest upon interest or fees; or

259 3. Contain any provision requiring forced arbitration or
 260 restricting class action.

261 (9) Underwriting for qualifying residential real
 262 property.-

263 (a) The local government, PACE administrator, or PACE loan
 264 contractor may not enter into a PACE loan contract with the
 265 property owner of qualifying residential real property until it
 266 has been verified that the property owner has the ability to
 267 repay the loan by determining that the:

268 1. Property owner's total monthly debt to total monthly
 269 income ratio at the time the loan is executed does not exceed 43
 270 percent, including the PACE loan.

271 2. Property owner has sufficient residual income to meet
 272 basic living expenses.

273 (b) Income, debt, and expenses must be verified by using
 274 third-party records that provide reasonably reliable evidence of
 275 the property owner's income, debt, and expenses. A PACE

276 administrator may verify the property owner's income using a tax
277 return transcript issued by the Internal Revenue Service. The
278 local government may also use the following records to verify
279 the property owner's income or assets:

280 1. Copies of the property owner's tax returns filed with
281 the Internal Revenue Service;

282 2. Internal Revenue Service forms used for reporting wages
283 or tax withholding;

284 3. Payroll statements;

285 4. Financial institution records;

286 5. Records from the property owner's employer; or

287 6. Records from any government agency stating the property
288 owner's income from any benefits or entitlements.

289 (c) For the purposes of this subsection, the term:

290 1. "Basic living expenses" includes, but is not limited
291 to, food and other household necessities; medical expenses,
292 including premiums, co-pays, and cost of medicine, and other-
293 related expenses; transportation costs, including fuel, auto
294 insurance, and maintenance; public transportation costs; and
295 utility expenses.

296 2. "Residual income" means the property owner's remaining
297 income after subtracting the owner's total monthly debt
298 obligations from the owner's total monthly income.

299 3. "Total monthly debt" means the sum of the property
300 owner's monthly debt obligations such as mortgage-related

301 obligations, which include all mortgage principal and interest
302 payments, insurance, property taxes, mortgage guaranty
303 insurance, and other preexisting fees and assessments, including
304 the PACE assessment, on the property unsecured debt, and court
305 ordered alimony and child support.

306 4. "Total monthly income" means the sum of the property
307 owner's current or reasonably expected income, including any
308 income from assets and excluding the qualifying residential real
309 property, including any attached real property, that secures the
310 PACE loan. Such income may not be derived from temporary sources
311 of income, illiquid assets, or proceeds derived from the equity
312 from the qualifying residential real property.

313 (10) Confirmation for PACE loans on qualifying residential
314 real property.—Before the execution by the owner of qualifying
315 residential real property of a PACE contract and before the
316 commencement of any installation of any energy improvement, the
317 local government or the PACE administrator must orally, in a
318 live, recorded telephone conversation with the owner:

319 (a) Confirm the key terms of the agreement and the scope
320 of energy improvement work, including, at a minimum:

- 321 1. The measures to be installed that are financed by a
322 PACE loan;
323 2. The total estimated annual payment;
324 3. The date the first tax payment will be due;
325 4. The interest rate expressed as an annual percentage

326 rate;
327 5. The term of the loan; and
328 6. That repayments will be made through the owner's
329 property taxes.
330 (b) Verify that the owner understands:
331 1. The key terms of the agreement;
332 2. That if payments are escrowed, by how much the escrowed
333 amounts will increase, or, if payments are not escrowed, that
334 the property owner should save enough money during the year to
335 cover the increase in property taxes from the PACE loan;
336 3. That the PACE loan becomes a PACE lien on the owner's
337 property and will likely need to be paid off when the house is
338 sold;
339 4. The right to cancel a PACE loan contract under
340 subsection (12);
341 5. The risks that energy savings from the energy
342 improvements will not equal or exceed the PACE loan payments
343 added to the owner's property taxes;
344 6. That the owner may encounter difficulty when
345 refinancing or selling the home; and
346 7. The risk of a tax lien for failure to pay increased
347 property taxes or foreclosure for failure to pay increased
348 escrow payments to the mortgage holder.
349 (c)1. Upon confirming and verifying the terms and risks
350 provided in paragraphs (a) and (b) with the property owner, the

351 PACE administrator must ask if the owner would prefer to
352 communicate during the confirmation primarily in a language
353 other than English. If the preferred language is supported by
354 the PACE administrator, the oral confirmation shall be given in
355 the preferred language, unless the property owner on the call
356 chooses to communicate through an interpreter chosen by the
357 owner. If the preferred language is not supported and the
358 property owner does not choose an interpreter, the PACE
359 administrator shall terminate the call and a PACE loan contract
360 may not be executed.

361 2. The confirmation must be conducted in the primary
362 language of the homeowner if the PACE contract was explained,
363 discussed, or negotiated in that language.

364 3. For purposes of this paragraph, the term "interpreter
365 chosen by the owner" means a person who is at least 18 years of
366 age, who is not employed by the PACE administrator or the PACE
367 contractor, and whose services are not made available through
368 the administrator or the contractor.

369 (d) A voicemail message does not meet the requirements of
370 this subsection.

371 (11) Required screening.—Before entering into a PACE loan
372 on qualifying residential real property, income eligible
373 households must be screened for eligibility for the
374 Weatherization Assistance Program or other low or no cost
375 programs that may be provided by the Florida Housing Finance

376 Corporation or the utility company serving the property owner.

377 (12) Right to cancel a PACE loan contract.—

378 (a) A local government may not permit a property owner to
 379 enter into a PACE loan contract pursuant to this section unless
 380 the property owner is given the right to cancel the PACE loan
 381 contract.

382 (b) The property owner must receive the right to cancel
 383 within 3 business days after the owner has signed the contract,
 384 received the financing estimate and disclosure, or received the
 385 notice of right to cancel, whichever is latest.

386 (c) The property owner shall be provided with a notice of
 387 cancellation form or a substantially similar form that contains
 388 displays the same information in a similar format. The form
 389 shall be provided to the property owner as a separate, printed
 390 copy in at least 12-point font and must contain the following
 391 statement:

392 To cancel the PACE loan contract you must mail or
 393 otherwise deliver a signed and dated copy of this form
 394 to (insert name of the PACE administrator) at (insert
 395 physical address or, if the PACE administrator accepts
 396 electronic cancelations, the email address of the PACE
 397 administrator). You do not have to use this form, but
 398 must notify (insert the name of the residential PACE
 399 administrator) in writing at the PACE administrator's
 400 physical address of your intention to cancel. If you

401 cancel, any payments made by you under this contract
402 will be returned within 20 business days after the
403 PACE administrator receives this form.

404
405 (d) When an owner of qualifying residential real property
406 Cancels a PACE loan, the owner is not liable for any amount,
407 including any finance charge, fee, or other charge.

408 (e) The right to cancel as provided under this subsection
409 may not be waived.

410 (13) Financing estimate and disclosure.—

411 (a) A financing estimate and disclosure form or a
412 substantially equivalent form that displays the same information
413 in a substantially similar format shall be provided to the
414 property owner at least 3 business days before the PACE loan
415 contract is signed. The disclosure form must contain the
416 following statement:

417 Payments on the PACE loan contract will be made
418 through taxes assessed on the property. If your
419 property taxes are paid through an escrow account,
420 your mortgage lender may apportion the amount and add
421 it to your monthly payment. You may be required to pay
422 off the remaining balance of the PACE loan before you
423 can sell or refinance your property. If your property
424 tax payment is late, the enforcement and collection
425 procedures in the Florida Uniform Assessment

426 Collection Act may be used for the sale of tax
427 certificate for your property and the ultimate sale of
428 your property for the payment of the delinquent
429 assessment installments, associated penalties,
430 interest, and other costs.

431
432 (b) The disclosure form must also contain cost and fee
433 information, including, but not limited to, product costs,
434 financing costs, annual percentage rates, interest rates, and
435 administrative fees, and a customer service toll-free telephone
436 number and email address to address customer complaints.

437 (14) Prohibited practices.—A PACE administrator or PACE
438 contractor may not:

439 (a) Make any monetary or percentage representations of
440 increased value to a property owner regarding the effect the
441 financed improvements will have on the market value of the
442 property;

443 (b) Make any false, deceptive, abusive, or misleading
444 statement or material omission in connection with a PACE loan,
445 including, but not limited to, any statement that a PACE loan is
446 a free form of public assistance or a government program, that a
447 PACE loan will be repaid by the subsequent owner of the
448 qualifying residential property, that the improvements will pay
449 for themselves, or that the property owner will receive tax
450 benefits from the program;

451 (c) Begin construction work before the expiration of the
452 cancelation period following the execution of a PACE loan
453 contract;

454 (d) Charge the property owner a different price than would
455 be charged for similar improvements that are not financed
456 through a PACE loan;

457 (e) Disclose or permit disclosure to a PACE contractor or
458 a third party engaged in soliciting assessment contracts of the
459 amount of the PACE loan financing for which a property owner is
460 eligible;

461 (f) Offer or provide direct or indirect monetary payments
462 or any other form of compensation, incentive, kickback,
463 inducement, or any other thing of value to a PACE contractor to
464 offer, favor, or refer a property owner to a PACE loan over
465 other forms of financing or credit; or

466 (g) Sell, assign, or otherwise convey a PACE loan debt to
467 a debt buyer.

468 (15) Qualifying improvements.—

469 (a) ~~(10)~~ A qualifying improvement shall be affixed to a
470 building or facility that is part of the property and shall
471 constitute an improvement to the building or facility or a
472 fixture attached to the building or facility. An agreement
473 between a local government and a qualifying property owner may
474 not cover wind-resistance improvements in buildings or
475 facilities under new construction or construction for which a

476 certificate of occupancy or similar evidence of substantial
477 completion of new construction or improvement has not been
478 issued.

479 (b) ~~(11)~~ Any work requiring a license under any applicable
480 law to make a qualifying improvement shall be performed by a
481 contractor properly certified or registered pursuant to part I
482 or part II of chapter 489.

483 ~~(12) (a) Without the consent of the holders or loan~~
484 ~~servicers of any mortgage encumbering or otherwise secured by~~
485 ~~the property, the total amount of any non-ad valorem assessment~~
486 ~~for a property under this section may not exceed 20 percent of~~
487 ~~the just value of the property as determined by the county~~
488 ~~property appraiser.~~

489 ~~(b) Notwithstanding paragraph (a), a non-ad valorem~~
490 ~~assessment for a qualifying improvement defined in subparagraph~~
491 ~~(2) (b)1. or subparagraph (2) (b)2. that is supported by an energy~~
492 ~~audit is not subject to the limits in this subsection if the~~
493 ~~audit demonstrates that the annual energy savings from the~~
494 ~~qualified improvement equals or exceeds the annual repayment~~
495 ~~amount of the non-ad valorem assessment.~~

496 ~~(13) At least 30 days before entering into a financing~~
497 ~~agreement, the property owner shall provide to the holders or~~
498 ~~loan servicers of any existing mortgages encumbering or~~
499 ~~otherwise secured by the property a notice of the owner's intent~~
500 ~~to enter into a financing agreement together with the maximum~~

501 ~~principal amount to be financed and the maximum annual~~
502 ~~assessment necessary to repay that amount. A verified copy or~~
503 ~~other proof of such notice shall be provided to the local~~
504 ~~government. A provision in any agreement between a mortgagee or~~
505 ~~other lienholder and a property owner, or otherwise now or~~
506 ~~hereafter binding upon a property owner, which allows for~~
507 ~~acceleration of payment of the mortgage, note, or lien or other~~
508 ~~unilateral modification solely as a result of entering into a~~
509 ~~financing agreement as provided for in this section is not~~
510 ~~enforceable. This subsection does not limit the authority of the~~
511 ~~holder or loan servicer to increase the required monthly escrow~~
512 ~~by an amount necessary to annually pay the qualifying~~
513 ~~improvement assessment.~~

514 (16) Lienholder notice and consent.-

515 (a) A local government or a PACE administrator may not
516 enter into a PACE loan contract with a qualifying owner unless
517 the owner, the local government, or the PACE administrator has:

518 1. Provided written notice to each of the holders of any
519 mortgage on the qualifying residential or commercial real
520 property that the property owner intends to enter into a PACE
521 loan contract; and

522 2. Obtained a verified written consent from each of the
523 holders of any mortgage on the qualifying residential or
524 commercial real property.

525 (b) A PACE loan may not be made unless the qualifying

526 property owner, the local government, or the PACE administrator
527 receives signed confirmation from the holder of any mortgage on
528 the qualifying real property that entering into the PACE loan
529 contract does not constitute an event of default or give rise to
530 any remedies under the terms of the mortgage loan or other
531 contractual agreement.

532 (17) Preservation of claims and defenses.—A subsequent
533 owner of, a successor in interest to, or any person obligated to
534 pay the property taxes on qualifying residential real property
535 encumbered by a PACE lien may assert all claims and defenses
536 against a PACE administrator or servicer of a PACE loan that the
537 owner of qualifying residential real property who originally
538 entered into the PACE loan could assert against the original
539 PACE administrator or servicer of a PACE loan.

540 (18) Relation to other laws.—A PACE administrator must
541 comply with the Servicemembers Civil Relief Act, 50 U.S.C. ss.
542 3901 et seq. However, for purposes of this section, the rights
543 granted under that act may not be waived.

544 (19) Remedies.—In addition to remedies under the Florida
545 Deceptive and Unfair Trade Practices Act, any owner of
546 qualifying residential real property aggrieved by a violation of
547 this section is entitled to actual, incidental, and
548 consequential damages; reasonable attorney fees; investigative
549 and court costs; and any other equitable relief as determined by
550 the court against the local government, PACE administrator, or

551 PACE contractor.

552 ~~(20)-(14)~~ Assessment for qualifying improvement.—At or
553 before the time a seller ~~purchaser~~ executes a contract for the
554 sale ~~and purchase~~ of any property for which a non-ad valorem
555 assessment has been levied under this section and has an unpaid
556 balance due, the seller shall give the prospective purchaser a
557 written disclosure statement in the following form, which shall
558 be set forth in the contract or in a separate writing:
559 QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY,
560 OR WIND RESISTANCE.—The property being purchased is located
561 within the jurisdiction of a local government that has placed an
562 assessment on the property pursuant to s. 163.08, Florida
563 Statutes. The assessment is for a qualifying improvement to the
564 property relating to energy efficiency, renewable energy, or
565 wind resistance, and is not based on the value of property. You
566 are encouraged to contact the county property appraiser's office
567 to learn more about this and other assessments that may be
568 provided by law.

569 ~~(21)-(15)~~ Enforceability.—A provision in any agreement
570 between a local government and a public or private power or
571 energy provider or other utility provider is not enforceable to
572 limit or prohibit any local government from exercising its
573 authority under this section.

574 ~~(22)-(16)~~ Home rule authority.—This section is additional
575 and supplemental to county and municipal home rule authority and

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576 | not in derogation of such authority or a limitation upon such
577 | authority.

578 | Section 2. This act shall take effect July 1, 2020.