

## Appendix 1 Utah C-PACE Pre-Application

The pre-application form will assist property owners in determining if their property is eligible for C-PACE financing.

### Eligibility

Is the owner aware he/she must obtain consent to the C-PACE obligation from each person or institution holding a lien or mortgage on the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the proposed energy conservation measures be permanently affixed to the real property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are there any delinquent taxes, special assessments, or water sewer charges on the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a recorded notice of default, foreclosure, or delinquency on any trust deed or other lien on the property that has not been cured?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are there any involuntary liens, including a lien on real property, or on the proceeds of a contract relating to real property, for services, labor, or materials furnished in connection with the construction or improvement of the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the C-PACE loan exceed 20 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the term of the C-PACE loan exceeds 10 years, will the loan term exceed the reasonable useful life of the improvement(s) (unless it is in the best interests of the relevant local entity to pay installments for more than 10 years)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Property Location

Property Name: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_  
 Property Address: \_\_\_\_\_

### Property Type

Office       Industrial       Multi-Family/Apartment (> 4 Units)       Warehouse  
 Hospital/Lab       Hotel       Non-Profit       Education       Retail  
 Agriculture       Other: \_\_\_\_\_

Gross Sq. Footage: \_\_\_\_\_

# Utah C-PACE Application

Please complete the entire application form.

## Contact Information

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

I am a (please select):

- Property Owner       Building Manager       Municipality
- Investor/Lender       Contractor/Auditor/Project Developer
- Mortgage Holder       Other: \_\_\_\_\_

## Building Owner Information

Building Owner: \_\_\_\_\_

Entity: \_\_\_\_\_

Building Owner Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Property Legal Description: \_\_\_\_\_

## Project Type

- Energy Efficiency Upgrade       Renewable Energy System
- Water Conservation       Other: \_\_\_\_\_



**Conservation Measures**

Describe the energy efficiency measures and/or renewable energy systems in your proposed project. Include estimated costs and projected utility savings.

Energy/Water Conservation Measure	Estimated Cost	Projected Utility Savings
<b>Total</b>	\$	
<b>Estimated C-PACE Financing Amount</b>	\$	

**Tax Credits**

Do you plan to apply for any state or federal tax credits in connection with the financing of the C-PACE improvements?  Yes  No

### Energy Audit

Please attach all audits, feasibility studies, incentive information, and other project documents to this application.

Last energy audit type on the building: \_\_\_\_\_

Date of audit: \_\_\_\_\_

For renewable energy systems, has a feasibility study been done for the project?  Y  N

Date of feasibility study: \_\_\_\_\_

### Contractor Contact

Contractor Company: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Email: \_\_\_\_\_

Contractor Phone: \_\_\_\_\_

### Building Financials

1. Amount of property taxes and other municipal assessments (ex. sewer assessment) paid on the property in the most recent year: \_\_\_\_\_

Are payments current:  Y  N

Are all other municipal assessment payments current:  Y  N

Do you have clear title to the property with no encumbrances?  Y  N

If no, please indicate encumbrances on the property.

\_\_\_\_\_  
\_\_\_\_\_

2. Are there any outstanding liens (including tax liens) or notices of default on the property?  Y  N

If so, indicate who holds the liens or who issued the notices of default. \_\_\_\_\_

\_\_\_\_\_

3. Is there a current mortgage(s) on the property? If yes, note all mortgage holder(s)

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Are there payment penalties?  Y  N

Principal outstanding: \_\_\_\_\_

Are mortgage payments current:  Y  N

### Terms and Conditions

The State of Utah, Governor’s Office of Energy Development (“OED”), will facilitate a statewide Commercial Property Assessed Clean Energy (C-PACE) program. OED will coordinate certain services to allow commercial property owners (“Owner”) to utilize C-PACE financing for water conservation, energy efficiency, and renewable energy projects. The following standard terms and conditions apply to OED’s program.

1. **Confidentiality.** OED is a governmental entity subject to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to 901 (“GRAMA”) Accordingly, certain records within possession or control, including without limitation, these standard terms and conditions, may be subject to public disclosure. Pursuant to section 63G-2-309 of GRAMA, any confidential information provided by Owner to OED that Owner believes should be protected from public disclosure, must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such a claim.
2. **No Endorsement:** Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the State of Utah. The views and opinions expressed herein do not necessarily state or reflect those of the State of Utah, and shall not be used for advertising or product endorsement purposes.
3. **Disclaimer of Liability:** OED is a governmental entity defined by the Utah Governmental Immunity Act, Utah Code §63G-7-101, et seq. and does not waive any defenses contained therein. With respect to documents and information available under OED’s C-PACE program, neither the State of Utah nor any of its employees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. OED will not be responsible for any damages suffered by Owner, to include loss of data collected under Paragraph 6.
4. **No Warranties and Representations:** OED makes no representations, covenants, or warranties under this agreement, other than the duties of Program Administrator, as outlined the C-PACE Program Guidebook. OED does not guarantee funding for the project or increased property



value. Owner must abide by the terms of the bond agreement and the conditions set forth by the entity issuing the C-PACE bond. OED is not responsible for any obligations under the bond agreement. OED is not responsible for any construction defects or negligence by a contractor or worker on the authorized list.

5. **Assumption of the Risk:** Owner knowing the risks described above, and in consideration of being permitted to participate in the C-PACE program, Owner agrees to, and on behalf of its successors or assigns, to assume all the risks and responsibilities surrounding its participation in the C-PACE program. To the maximum extent permitted by law, Owner releases, indemnifies, and covenants not to sue OED from and against any present or future claim, loss or liability for injury/damages to person or property which owner may suffer, or for which owner may be liable to any other person, during Owner's participation in the C-PACE program. This agreement shall be governed by the laws of the State of Utah, which shall be the forum for any lawsuits filed under, or incident to, this agreement or to the C-PACE program.
6. **Consent to Collect and Use Data:** Property owner hereby consents to OED collection of, the use of, and reuse of data or information gathered from the C-PACE program for any purpose including but not limited to use in print, on the internet, and all other forms of media. Owner also hereby releases OED and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.
7. **No Agency:** Nothing contained in these standard terms and conditions shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Owner has no authority to act as agent for, or on behalf of, OED, or to represent OED, or bind OED in any manner.
8. **Amendments:** These standard terms and conditions may only be amended by the written agreement of OED, which amendment will be attached to these standard terms and conditions. Automatic renewals will not apply to these standard terms and conditions.
9. **Conflict of Interest:** Owner represents that none of its officers or employees are officers or employees of OED or of the State of Utah, unless disclosure has been made to OED.
10. **Termination:** These standard terms and conditions may be terminated by OED at any time upon OED providing Owner with 10 days' written notice of termination. Such notice may be provided to Owner by OED at any time and for any reason, with or without cause.

\_\_\_\_\_  
Building Owner

\_\_\_\_\_  
OED Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please submit application and/or questions to: Blake Thomas  
Utah Office of Energy Development | 60 E. South Temple, Suite 300 Salt Lake City, Utah 84111  
[utahcpace@utah.gov](mailto:utahcpace@utah.gov) | 801-538-8725