



PROGRAM HANDBOOK

Updated: May 2023

Definitions

AK C-PACER Program Handbook – the program handbook is adopted by local governments to explain to Property Owners the basic rules of the program and how to apply.

AK C-PACER Program Guide for Local Governments – this guide provides instruction to local governments looking to establish and administer a C-PACER program using the AK C-PACER program documents and administrative platform.

Alaska Building Energy Efficiency Standard – The Alaska Housing Finance Corporation’s Building Energy Efficiency Standard (BEES) was established by the State of Alaska to promote the construction of energy efficient buildings. More information can be found on [the AHFC website](#).

Alaska C-PACER (“AK C-PACER”) – an administrative platform, including all requisite template documents to establish and operate a C-PACE program, that any eligible local government choosing to establish a C-PACER program in Alaska can adopt.

C-PACER – commercial property assessed clean energy and resilience program.

C-PACER Act – HB 80 was signed into law August 2017 and amended by HB 227 in June 2022, codified at [AS 29.55.100 - .165](#). It allows local governments to establish and administer C-PACER programs.

C-PACER Assessment – an assessment imposed by a local government at the request of a Property Owner who obtains financing for an Eligible Improvement pursuant to the C-PACER Act.

C-PACER Lien – the C-PACER Assessment is a lien on the property as provided in the C-PACER Act which shall run with the improved property and is prior and paramount to all liens except municipal tax liens and special assessments

C-PACER Project – the construction, installation, or modification of Eligible Improvements financed pursuant to the C-PACER Act.

Capital Provider – a third-party provider of C-PACER financing.

Capital Provider Contract – the contract executed by the local government and the C-PACER capital provider that describes the servicing of the C-PACER assessment.

Eligible Improvement – an Energy and/or Resilience Improvement Project as described in the C-PACER Act.

Eligible Property – a property that may be considered for financing pursuant to the C-PACER Act and the applicable local government’s C-PACER Ordinance and Resolution.

Energy Improvement Project – a C-PACER Project designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature.

Independent Project Auditor – an independent third-party not otherwise engaged in the C-PACER Project who holds one of the professional certifications described in the “Technical Requirements.”

Notice of Contractual Assessment Lien – the document recorded in the land records of the jurisdiction where a C-PACER project is located that provides notice of the imposition of the C-PACER Assessment on the property receiving the Eligible Improvement.

Ordinance to Approve a C-PACER Program – the non-codified ordinance approving a Program Report setting forth the terms and conditions of a C-PACER Program.

Ordinance to Establish a C-PACER Program – codified ordinance incorporating the previously enacted Resolution and Intent and Ordinance to Approve a C-PACER Program, establishing the C-PACER program in a particular jurisdiction.

Owner Contract – executed by the local government and the owner of an Eligible Property that specifies the terms of the C-PACER Assessment and financing.

Program Report – publicly available report describing the terms of a C-PACER program, as specified in the C-PACER Act.

Renewable Energy has the meaning given in [AS 42.45.350\(5\)](#).

Resilience Improvement Project – a C-PACER Project to improve building resilience including but not limited to projects for seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, or any other improvement project approved by a local government as a resilience improvement project.

Resolution of Intent – a legislative action taken pursuant to the C-PACER Act that establishes that the financing of Eligible Improvements through assessments serves a valid public purpose.

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I. Introduction

About C-PACER

The Alaska PACER statute (“PACER Act”) allows owners of eligible commercial property (“Property Owners”) to obtain long-term financing from qualified private capital providers (“Capital Providers”) for:

- a) energy projects (“EP”) designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or
- b) resilience projects (“RP”) that improve building resilience, including seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a local government as a resilience improvement project.

To obtain the funds for an EP or a RP, a Property Owner enters into a contract with the Local Government where the property is located to impose an assessment on the eligible property that receives the improvement to repay the financing.

Over 30 states and hundreds of local governments have adopted legislation like C-PACER. According to PACENation, through 2022, cumulative nationwide C-PACER financing exceeded \$4 billion in private investment across 2,900 projects, creating over 52,000 job-years.

This Program Handbook (Handbook) was developed as a guide for the AK C-PACER program platform. This Handbook contains information about:

- Eligibility requirements for properties and projects in Alaska.
- The process for applying for C-PACER project approval.

Local Governments administer a Commercial Property Assessed Clean Energy and Resilience financing program under Alaska Statutes 29.55.100 et seq. as amended by HB227 in 2022. The amendments renamed the program the “Municipal Property Assessed Clean Energy **and Resilience** Act.” Accordingly, this Handbook abbreviates the name as “C-PACER.”

References to sections of the Alaska Statutes (AS) are indicated by “AS [Title].[Chapter].[Section].”

II. Benefits of C-PACER Financing

C-PACER financing offers benefits to property owners, developers, government entities, mortgage lien holders, and building professionals.

Benefits of C-PACER for Property Owners and Developers

C-PACER is an alternative source of financing to make cost- and energy-saving improvements to commercial buildings of all types, including retail, industrial, agricultural, and multifamily properties.

- **Smaller down payments.** One of the biggest barriers to installing clean energy and resilience upgrades is the sizeable down payment. C-PACER financing reduces the amount of the down payment. For retrofit projects, C-PACER financing typically covers 100% of the cost of the improvement. In new construction projects, C-PACER financing may cover qualified costs (described in the Handbook) up to 25% of the market value of the property.
- **Longer repayment periods.** C-PACER payments are made over the average useful life of the improvements, up to 30 years.
- **Lower interest rates.** The interest rate on C-PACER financing can be substantially lower than rate for subordinate debt or preferred equity. Note that interest rates are at the discretion of the capital provider based on their underwriting process.
- **Cash flow benefits.** Smaller down payments, longer repayment periods, and lower interest rates all contribute to improved project cash flow.
- **Increased property value.** Installing eligible improvements can increase property value by reducing operating costs.
- **Transferable upon sale.** If a Property Owner sells the property before the C-PACER financing is repaid, the C-PACER lien and assessment transfer to the new Owner.
- **Commercial leases may allow the installment payments to be passed through to tenants.** Depending on the terms of a commercial net lease, C-PACER payments may be passed through to the tenant that benefits from the energy cost savings.

Benefits of C-PACER for Local Governments

C-PACER financing creates jobs by stimulating private investment. C-PACER financing comes entirely from the private sector, requiring no taxpayer funds. The financial risk is borne entirely by a private Capital Provider, and neither state nor local government is liable in the case of a payment default. By making it more affordable to improve commercial properties, the value of local building stock can increase. Energy and resilience upgrades create a more competitive environment for attracting new businesses by lowering energy costs and improving the structural soundness of buildings. Upgraded buildings may also generate higher property tax payments for the local government through higher property values. Finally, C-PACER programs can help local governments meet federal- or state-mandated energy standards as well as achieve local energy efficiency and resilience goals.

Benefits of C-PACER for Capital Providers

Capital providers see in C-PACER a highly reliable, long-term investment. Requisite capital for C-PACER projects routinely run into the hundreds of thousands to millions of dollars. Through the seniority of the property assessment, capital providers are secured by the value of the real estate and are repaid through a known repayment stream.

Benefits of C-PACER for Existing Mortgage Holders

C-PACER financing requires the consent of all existing mortgage lien holders prior to closing. C-PACER projects boost net operating income by funding improvements that reduce a building's operating costs while charging a low annual repayment that is frequently less than the resulting energy savings. Increased cash flow improves debt service coverage and raises asset values. C-PACER financing offers lower interest rates than preferred equity or mezzanine debt, helping projects to fill gaps in the capital stack and achieve a lower overall blended cost of capital. Finally, in the unlikely event of default, C-PACER assessments are non-accelerating. Only delinquent installment payments are enforced through the C-PACER lien; the remaining future installments are paid by the Property Owner as they come due.

Benefits of C-PACER for Contractors, Architects, Building Engineers

C-PACER financing enables Property Owners to afford more substantial energy and/or resilience improvement projects. C-PACER finances most hard and soft costs associated with the eligible improvements. For contractors, C-PACER financing is a way to pitch clients on deeper energy and resilience projects that might otherwise be value-engineered out of a building project.

III. C-PACER Financing Program Rules

The Handbook establishes guidelines, eligibility, approval criteria, and an application checklist for the Local Government's C-PACER program ("Program"). The C-PACER Program enables financing for owners of commercial property ("Property Owners") for energy improvement projects and resilience improvement projects (each, an "Eligible Improvement") as described in the C-PACER Act and in this Handbook.

1. Establishment of a C-PACER Program

Through an Ordinance, Local Governments establish a C-PACER Program for commercial properties within the Local Government's boundaries. Check <https://akcpacer.org/available-c-pacer-programs/> for availability in your area.

2. Role of the Program Administrator

The Program Administrator will review the application (see Application Checklist in Exhibit A) for completeness, consistency, and possible errors. Several requirements require input and certification from qualified experts. The Program Administrator will confirm that the expert is appropriately credentialed and that their work satisfies the application requirements. The Program Administrator is not expected to independently re-calculate or re-do the work of the expert.

As part of Program operation, the Program Administrator will:

- Accept and review the Project Application to determine conformance with the Application Checklist (Exhibit A).
- Approve, conditionally approve, or disapprove the Project Application and communicate that decision to the applicant.
- If approved, execute (a) the Owner Contract, (b) the Capital Provider Contract, and (c) Notice of Contractual Assessment (“Notice of Contractual Assessment”) (Exhibit G).
- Record the Notice of Contractual Assessment.

3. Eligibility Requirements

All qualifying costs in a project application and approved by the Program Administrator constitute an “Eligible Project” (a “C-PACER Project” or “Project”). Property Owners may receive funding for their Eligible Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider (a “Financing Agreement”).

Property Owners must be the legal record holder of the property receiving the eligible improvement and must be current on mortgage and property taxes, and not insolvent or in bankruptcy proceedings. See AS 29.55.110. A Property Owner may be any type of business, corporation, individual, or non-profit organization. If the applicant will become the Owner of the Property when the C-PACER financing closes, the application must include evidence showing the anticipated transfer will occur, for example, a title insurance policy documenting the conditions of sale and conveyance of the Property.

A leasehold interest on qualifying commercial Property is eligible for C-PACER financing with the consent of the fee owner of the commercial Property. All owners of the fee simple title to the subject Property must sign the final application.

Eligible Properties are privately-owned commercial or industrial properties, including agricultural property, or a multi-family real property (as defined by the local government), within the boundaries established by the local government that enacted the C-PACER ordinance.

Eligible Projects include:

- The new construction, or installation or modification of an Eligible Improvement permanently affixed to an Eligible Property, including projects for the adaptive reuse or gut rehabilitation of an eligible Property.
- The refinancing of projects on existing properties that have had Eligible Improvements installed and completed for no more than two (2) years prior to the date of Project Application.

Eligible Improvements: C-PACER financing is available for the following uses.

- Energy Projects (“EP”) designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or
- Resilience Projects (“RP”) that improve building resilience, including seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind

resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a local government as a resilience improvement project.

- c) Appliances that provide significant energy or other utility savings and are functionally attached to the Property for the full length of the assessment may be eligible.

Certain items that are not permanently affixed to a property and are ineligible include:

- Shading devices, furniture, fire extinguishers.
- Cosmetic improvements such as painting, new carpeting.
- Non-commercial / industrial appliances such as microwaves, non-affixed lighting, and other items not affixed to the Property.

4. Technical Requirements

The C-PACER Act requires the Property Owner on which a C-PACER assessment is imposed to obtain for each proposed energy improvement project or building resilience improvement project,

- (A) a review of the energy, emissions, or resilience baseline conditions, as applicable; and
- (B) the projected reduction in energy costs, energy consumption or demand, or emissions affecting local air quality, or increase in resilience, as applicable.

This requirement is met by a Certificate of Eligible Improvements from a qualified project auditor. Exhibit E lists the minimum acceptable qualifications of a project auditor, and the auditor must supply evidence of those qualifications.

The project auditor will determine if the Application meets the requirements of the C-PACER statute and this Program Handbook, and the auditor must supply work papers explaining the basis for their certifications that are sufficient to satisfy the Program Administrator that program requirements are met.

Exhibit E includes a description of the baseline conditions and necessary documentation for an energy improvement project and a building resilience improvement project for:

- Retrofit of an existing building;
- New construction of a building; and
- Refinancing of a retrofit or new construction.

Property owners, developers, and project auditors should read the baseline and documentation requirements carefully because they are essential to approval of a C-PACER project.

5. Financing Requirements

The term of C-PACER financing is capped at the lesser of 30 years or the weighted average useful life of the eligible improvements.

The C-PACER financing amount may not exceed 25% of the “market value” of the Property at the time of program application. Market Value means the assessed value of the current tax year or the current or prospective appraised market value as determined by an Alaska certified appraiser.

Existing mortgage lien holders must be given 30 days’ notice prior to the closing of the C-PACER financing, and all mortgage lien holders must consent in writing to the assessment for the project to close. See AS 29.55.115. Exhibit C provides an acceptable template for the notice and consent. A mortgage lien holder has complete discretion to approve or disapprove of C-PACER financing. A Property Owner should consult with their Capital Provider before approaching an existing mortgage lien holder, as many traditional lenders are not familiar with C-PACER financing and may misunderstand how it functions.

Qualifying Costs that can be paid for with C-PACER financing include:

- Materials and labor necessary for the eligible improvement project,
- Permit fees;
- Inspection fees;
- Financing and origination fees;
- Capitalized interest;
- Interest reserves;
- Program application and closing fees;
- Project development, architectural, and engineering fees;
- Escrow for prepaid property tax or insurance;
- Capitalized manufacturer’s warranty or maintenance agreement costs; and
- Any other fees or costs incurred by the Property Owner incident to the installation, modification, or improvement.¹

IV. Application Process

Property Owners should have a project in mind when they explore C-PACER financing. Property Owners may contact the Local Government or Program Administrator at any time with questions. Property Owners may also find it helpful to speak with a Capital Provider early in the design process for an estimate of the amount of financing available. Property Owners are free to work with any Capital Provider that will provide financing in accordance with the Program’s requirements.

After conferring with one or more Capital Providers, the Property Owner should define the Eligible Improvements. A Property Owner may engage an energy or resilience expert as a Project Auditor to advise during the design process. Each applicant will work with its own project development team to determine the final Project scope and qualifying costs.

¹ Examples of qualifying costs are structural improvements necessary to allow the installation of a solar PV array and electrical upgrades necessary to install an efficient HVAC system or efficient lighting.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect various due diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties will discuss financing terms.

A description of the C-PACER application process is as follows:

- (1) The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and the supporting documents (see Exhibit A). Applicants should review the Project Application Checklist to assure that the documentation needed by the Program Administrator to verify compliance with the C-PACER Act and C-PACER Ordinance is available.
- (2) The Program Administrator will have 10 business days to review and approve the Project Application. If the Office has received an unusually high number of applications or review is delayed because of a *force majeure* event, the Office will notify the Property Owner that the application review will be delayed by no more than 10 additional business days.
- (3) The purpose of the Local Government's application review process is to confirm that the Project Application is complete, that no errors or internal inconsistencies are evident on the face of the Application, and that all attachments conform to the C-PACER Act, the Local Government Ordinance and the Handbook. ***Local Government approval does not constitute endorsement of any representations that may be made regarding the operation and any savings associated with the Eligible Improvements.*** The Local Government may request additional supporting documentation from the applicant. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items were not provided or are insufficient or inaccurate. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant.
- (4) The Project Application may be *conditionally* approved if the application is complete, but the mortgage lienholder consent is not yet available. Conditional approval will be treated the same as an approval with exceptions noted below.
- (5) Upon receipt of application approval, the Capital Provider will draft the Owner Contract, the Capital Provider Contract, and the Notice of Contractual Assessment Lien (Exhibit G). See AS 29.55.110(a)(2)-(3). At or before closing, at the request of the applicant, the designated and authorized official will sign these documents.
- (6) If the Project Application receives conditional approval, the Closing Documents executed by the Local Government will not be released from escrow unless and until all the written consents from mortgage lienholders have been received and executed in accordance with the C-PACER Act and C-PACER Ordinance.
- (7) At closing, the Local Government will record the Owner Contract, the Capital Provider Contract, and the Notice of Contractual Assessment Lien in the Office of the Register of Deeds for the Local Government. See AS 29.55.130. At the election of the applicant, the Local Government may delegate the recording of the Closing Documents to the applicant or its designee(s).

- (8) Following closing of the C-PACER financing and receipt of the proof of recording of the Notice of Contractual Assessment Lien, the Property Owner and its agents may initiate construction of the C-PACER project or otherwise fund the C-PACER financing in accordance with the agreements with the Capital Provider.

Change Orders

All change orders that result in a substantial alteration of C-PACER funded improvements are required to be pre-approved by the local government or its Program Administrator to confirm that the changes are consistent with the Program. The Property Owner shall provide the following documentation:

- Narrative description of the change in project scope and the reason for such a change;
- Revised C-PACER project budget;
- A letter from a project auditor certifying that the revised improvements are eligible for C-PACER financing; and
- Written approval of the change order by the Capital Provider.

1. Application Documents

The Project Application must be submitted with the following documents appended:

1. Project Application Checklist (Exhibit A)
2. Title Search.
3. Proof of Insurance, as required by See AS 29.55.110(15).
4. Certificate of Property's Financial Eligibility (Exhibit B).
5. Mortgage Lienholder(s) Consent (Exhibit C-1 and C-2).
6. Disclosure of Risks (Exhibit D).
7. Certificate of Eligible Improvements (Exhibit E).

2. Closing Documents

The following documents require the signature of the Local Government and shall be part of the closing of any C-PACER transaction. Each document must be similar in substance to the templates appended to this Handbook, although it is expected that Property Owners and Capital Providers will negotiate variations tailored to their specific projects.

- Owner Contract (Exhibit G)
- Capital Provider Contract (Exhibit G)
- Notice of Contractual Assessment Lien (Exhibit G)

3. Billing and Collection of Assessments

C-PACER Assessment payments are billed and collected by the local government in the same manner as property taxes. The local government, or its agent, will remit the payment to the Capital Provider (Exhibit G). See AS 29.55.110(a)(3).

4. Delinquency and Enforcement

Assessment liens will be enforced as provided in AS 29.45.320 - 29.45.470 for enforcement of property tax liens. Assessment liens run with the land, and that portion of the assessment under the assessment contract that has not yet become due is not eliminated by foreclosure of a property tax lien or a C-PACER lien. The Local Government will enforce the C-PACER Lien through the same mechanism that it uses to enforce the liens for ad valorem property taxes.

5. Program Fees

A local government may impose fees to offset the costs of administering a program. See AS 29.55.100(d). Under the local government's program, an administrative fee equal to X% of the amount financed by the Property Owner, not to exceed \$X. The Property Owner must pay this fee to the Local Government at the closing of the transaction between the Property Owner and the Capital Provider, and such payment is a condition precedent to recording (Exhibit A).

Note: The administrative fees determined by Local Government and/or its Program Administrator cover the regular costs of the administration of the Program. These costs and expenses do not include any specialized or extraordinary professional services that may be necessary should the circumstances of a particular C-PACER project require them. The Property Owner for such C-PACER project shall be responsible for covering such expenses at cost.

6. Templates of Closing Documents

The Program has adopted template Closing Documents in Exhibit G, the Owner Contract, the Capital Provider Contract, and Notice of Contractual Assessment Lien. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

7. Local Government Has No Liability or Financial Responsibility

Neither the Local Government, its governing body, executives, or employees are personally liable as a result of exercising any rights or responsibilities granted under this Program. The Local Government shall not pledge, offer, or encumber its full faith and credit for any lien amount under the C-PACER program. No public funds may be used to repay any C-PACER financing obligation.

8. Post-Completion Items

For each completed C-PACER improvement project, the Property Owner must submit verification from an auditor that the Project was properly completed and is operating as intended (Exhibit F). See AS 29.55.120(2).

Upon written confirmation from the capital provider that the C-PACER Assessment has been repaid in full, the local government will release the Assessment from the Property.

9. Quality Assurance and Anti-Fraud Measures



The Local Government and its Program Administrator may audit a C-PACER application or closing documentation at any time. To the extent authorized by state and local law, the Local Government and its Program Administrator may request supplementary information from the Property Owner concerning eligibility for the C-PACER program, use of proceeds of C-PACER financing, and the performance of the C-PACER project for the purpose of quality assurance and anti-fraud.

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Exhibit A: Application for C-PACER Financing Checklist






Property Name and Address:


Understanding and preparing for a C-PACER Project		Completion Date
a)	Read the program handbook for project and technical standards or watch the video overview to understand the C-PACER program.	
b)	Check the program eligibility criteria and contact the Program Administrator with any questions.	
c)	Speak with one or more Capital Providers and contractors about the project you have in mind that might fit the C-PACER eligible project types.	
d)	Consider obtaining an energy or project audit to understand the technical requirements and to understand the estimated energy or resilience benefits of the possible eligible improvements.	

Pre-Application		Completion Date
a)	Fill out the online Interest Form [Insert online Pre-Application Link] and include the following documents:	
b)	 Assessor Property Card: to confirm that the project is located on an Eligible Property.	
c)	 (If available) Capital Provider Offer to Fund: Documentation that a capital provider offers C-PACER financing for the applicant's C-PACER project (e.g., a signed term sheet or commitment letter).	

Once the Program Administrator reviews your Pre-Application, you will receive an online folder with the documents below for the Property Owner, Capital Provider, Project Auditor and (if applicable) Mortgage Lien Holder to fill out and sign.

Note: PDFs will need to be downloaded, filled out, and uploaded to the online folder.


Application Submission		Completion Date	Notes
a)	 Capital Provider Offer to Fund: Provide documentation indicating that a capital provider has offered to provide C-PACER financing for the applicant's C-PACER project, such as a signed term sheet or commitment letter.		
b)	 Exhibit B - Certificate of Property's Financial Eligibility: Signed by the Property Owner, the template confirms that the Property is not insolvent or in bankruptcy proceedings and that the property is current on all tax and mortgage payments.		
c)	 <i>(If applicable)</i> Exhibits C1 and C2 Mortgage Holder Consent Forms: <ul style="list-style-type: none"> - <u>Exhibit C1</u>: The applicant shall give each holder of a mortgage lien on the Property at least 30 days' written notice of the intention of the Property Owner to utilize C-PACER financing. - <u>Exhibit C2</u>: Each holder of a mortgage lien on the Property must provide written consent to the C-PACER financing and placement of the lien. 		
d)	 Exhibit D - Disclosure of Risk Form: Signed by the Property Owner, this template discloses the financial risks of C-PACER financing.		
e)	 Exhibit E - Certificate of Eligible Improvements with attachment: Signed by a Qualified Energy or Water Expert, or by a Resilience		

	Expert, this template certifies the Project meets the Program requirements.		
Application Submission		Completion Date	Notes
f)	 (If applicable) Mortgage Release: Submit copies of filed releases for any mortgages that appear on the title search but have since been released. Any releases which cannot be obtained must be addressed through a title affidavit acceptable to the Program in its sole discretion.		
g)	Once documents are submitted, pay a non-refundable Application Fee to the Program Administrator. (<i>Exhibit A, final page</i>)		
h)	Insert Program E-mail Contact once all steps above are completed.		

– At this point, the Program Administrators will review your Application. before moving forward. –

Final Contract Execution		Completion Date	Notes
a)	Execute Owner Contract and Capital Provider Contract.		
b)	Execute Financing Agreement.		
c)	The Local Government will execute the Notice of Contractual Assessment.		
d)	Pay the Closing Fee to the Program Administrator (<i>see final page</i>)		

– Congratulations!–

Post-Completion Items		Completion Date	Notes
a)	 Exhibit F - Certificate of Completion: A Project Auditor will certify that the project is completed and operating as intended once construction is complete.		

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Exhibit B: Certificate of Property's Financial Eligibility

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached Project Application:

- 1) The Property Owner is solvent, and no proceedings are pending or threatened in which the Property Owner may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from all of the Property Owner's debts or obligations, or be subjected to a reorganization or readjustment of the Property Owner's debts.
- 2) The Property Owner has not filed for or been subject to bankruptcy protection within seven years of the date of the C-PACER application.
- 3) The Property Owner is not a party to any litigation or administrative proceeding of any nature that, if successful, would challenge or question the validity or enforceability of the C-PACER assessment and financing agreement or any other documents executed by Property Owner in connection with the Property Owner's participation in the C-PACER Program.
- 4) The Property Owner is current with all *ad valorem* taxes and assessments on the Property and has been for 3 years, including special assessments, special taxes, or any other tax liens.
- 5) The Property Owner is current on all debts secured by the Property.

SIGNED AND DATED BY PROPERTY OWNER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit C-1: Notice of Proposed C-PACER Assessment

Notice Date: _____

Mortgage Lien Holder Information

Lender:

Street:

City/State/Zip Code:

ATTN:

Property/Loan Information

Address:

Parcel ID Number:

Loan Number:

Why has the lender received this notice?

The Property Owner listed below owns the Property located at the address above. You are the holder of a loan secured by the Property.

_____ wishes to install eligible upgrades to the Property using the Commercial Property Assessed Clean Energy (C-PACER) financing mechanism established by the State of Alaska and seeks your consent to do so.

Background on the Alaska C-PACER (AK C-PACER) Program

Enabled through the Municipal Property Assessed Clean Energy and Resilience Act, Alaska Statutes 29.55, as amended from time to time (the "Act"), municipalities may establish a C-PACER program within the boundaries of their jurisdiction and allow Property Owners to voluntarily request that the local government impose and levy an assessment on their Property to secure private financing from a private capital provider to fund eligible improvements. In the C-PACER financial structure, private capital providers provide financing for up to 100% of all hard and soft costs associated with eligible improvements, which include permanently affixed energy sources or energy-efficiency or emissions-reducing, water and/or resilience improvements made to an eligible Property. Financing is repaid as an assessment by the Property Owner over the full useful life of the improvements, typically fifteen years or longer. Like other municipal assessments, C-PACER assessments must be current upon the sale of a Property and remain with a Property upon sale. As with other government assessments, only annual assessment payments in arrears have a lien status senior to mortgages upon the sale of a Property.

The AK C-PACER Program has been designed to meet the needs and concerns of Alaska's Property Owners and existing mortgage lenders. To qualify, the proposed project must meet the following basic criteria:

- The Property is located in a local government that has passed legislation enabling C-PACER in its jurisdiction
- The Property is not owned by the government and not a residential home of less than 4 units
- The proposed measures are intended to either enhance an eligible Property's resilience, or reduce energy or water consumption or demand, energy or water costs, or emissions affecting local air quality
- The Property is current on all Property tax and assessment payments
- The Property Owner must receive consent of all current mortgage lien holder(s)

Why should you consider providing consent?

1. Measures financed through C-PACER often reduce building operating costs.
2. C-PACER assessments do not accelerate. In the event the mortgage holder forecloses on the Property for any reason, only the amount of the C-PACER assessment currently due and/or in arrears, a small proportion of the C-PACER assessment is in arrears, the assessment will have a lien status senior to a private lender's mortgage. In the event of a sale, C-PACER assessments transfer to the new Property Owner.
3. Measures financed through C-PACER improve properties, often reducing maintenance and repair costs. In addition, energy or water measures improve the efficiency, resilience, health, and comfort of a building, making it more attractive to tenants and future Owners.

What should you know?

_____ has indicated its intention to apply for C-PACER financing for the improvements outlined in the C-PACER project application on the Property listed above. The assessment is to be levied on the Property pursuant to an agreement between the Property Owner, _____, and the funding source for the C-PACER improvements _____.

The related payment terms are proposed to consist of the following:

Total cost of improvements: _____	Utility rebates/incentives: _____
Total C-PACER financing requested: _____	Interest rate not to exceed: _____
Term of repayment period: _____	Payments per year: _____
Total estimated annual installment: _____	

Purpose of this Notice. As required by the C-PACER enabling legislation, codified in See AS 29.55.100 - .165 and amended by HB227 in 2022 (the "C-PACER Act"), _____ is sending this Notice of Proposed C-PACER Assessment to provide notice of the proposed participation of the Property above in C-PACER financing:

1. Request confirmation from you (the current lender) that the levy of the assessment will not trigger an event of default or the exercise of any remedies under the loan documents.
2. Provide notice that the assessment will be collected at the same time as property taxes and will be subject to the same penalties and remedies as real property taxes. A C-PACER Assessment is prior and paramount to all liens except municipal tax liens and special assessments.
3. Declare the Property Owner's agreement to pay on a timely basis both the existing obligations secured by the Property and the proposed assessment.

Execution and Return of Consent. Please execute the Mortgage Lien Holder's Consent to C-PACER Assessment and return it to the undersigned at your earliest convenience.

Sincerely yours,

PROPERTY OWNER

SIGNATURE: _____

TITLE: _____

DATE: _____

PROPERTY OWNER NAME: _____

MAILING ADDRESS

(if different than Property address):

Exhibit C-2: Mortgage Lien Holder Consent

Consent Date: _____

Property/Loan Information

Property Address: _____

Property Owner Name: _____

APN: _____

Loan Number: _____

This Mortgage Lien Holder Consent to C-PACER Assessment ("Consent") is given by the undersigned entity ("Lender") with respect to the above-referenced assessment (the "Assessment") and the above-referenced property ("Property").

RECITALS

- A. Lender is in receipt of written notice ("Notice") from the above-referenced Owner of the Property ("Property Owner") that it intends to finance installation on the Property of certain energy efficiency, energy generation, water, and/or resilience improvements that will be permanently fixed to the Property ("Authorized Improvements") by participating in the Commercial Property Assessed Clean Energy and Resilience ("C-PACER") financing program ("Program") sponsored by the Local Government.
- B. Lender understands that the Assessment described in the Notice will be recorded in the land records of the Property and that the Assessment will be collected in installments at the same time as other property taxes and will be subject to the same penalties and remedies as real property taxes. A C-PACER Assessment is prior and paramount to all liens except municipal tax liens and special assessments.

CONSENT

The undersigned hereby represents that it is authorized to sign this Consent on behalf of the Lender. The Lender hereby confirms:

- A. Lender is in receipt of the Notice from the above-referenced Property Owner that it intends to finance installation on the Property of certain energy efficiency, energy generation, water conservation, and/or resilience improvements that will be permanently fixed to the Property by participating in the C-PACER financing Program sponsored by the Local Government.
- B. Lender understands that the Assessment described in the Notice will be recorded in the land records of the Property and will be subject to the same penalties and remedies as real property taxes. A C-PACER Assessment is prior and paramount to all liens except municipal tax liens and special assessments.
- C. The Lender agrees that the levy of the Assessment will not constitute an event of default or trigger the exercise of any remedies under its loan documents.
- D. The Lender hereby acknowledges that the Property Owner and Local Government will rely on the representation and Consent of the Lender set forth in this Consent.

SIGNED AND DATED

LENDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

DRAFT

Exhibit D: Disclosure of Risks Form

As a Property Owner participating in the _____ C-PACER Program, and pursuant to the _____ C-PACER Program, _____ (the “Local Government”) makes the following disclosures and sets forth the following potential risks associated with accepting C-PACER financing and the C-PACER assessment on your property located at _____ (the “Property”) and having a Property ID of _____:

DISCLOSURES

- 1) The C-PACER assessment will be paid through a bill issued by the Local Government and will be due and payable on the same date as the real property taxes, or as assigned by the Local Government.
- 2) Assessments are secured by and attached to the Property. At resale, if the assessment is not paid off, the purchaser of the Property will be responsible for continuing to pay the assessment.
- 3) The assessment will continue as a lien on the Property (“C-PACER Lien”) from the date it becomes payable until the assessment, interest, and penalties on the assessment are paid in full, regardless of a change in Ownership of the Property, whether voluntary or involuntary.
- 4) The C-PACER Lien constitutes a first lien on the Property that has priority over prior or subsequent liens in favor of private parties.
- 5) If Property Owner fails to pay all or part of any annual assessment when due, the C-PACER Lien shall be enforced in the same manner and with the same priority as the enforcement of property taxes, as provided by Alaska law, the Act and the Program Resolution and Ordinances.
- 6) The Property Owner should carefully review the financing agreement and all terms related to the C-PACER assessment financing and should consult with competent legal counsel prior to execution.
- 7) The Local Government has no liability for payment of the C-PACER assessment.
- 8) The Local Government is not your capital provider. The Local Government’s role in this transaction is to administer the Program and meet all of the Local Government’s statutory obligations. If the proposed C-PACER project is approved by both the Local Government and the C-PACER capital provider, and the Property Owner meets all of the Program’s and capital provider’s requirements, then the capital provider will finance the C-PACER project.
- 9) The Property Owner has been made aware of the effective interest rate on the assessment, including fees charged by the Local Government to administer the Program.

POTENTIAL RISKS

- 1) The capital provider and the Local Government do not guarantee energy or water savings.
- 2) The improvements proposed to be installed on the Property may not perform to specification. They may break down or underperform due to technical malfunction or improper installation. Project success often depends on third parties who are capable of installing and managing projects and structuring contracts that provide appropriate protection against these construction and operational risks. The Local Government recommends borrowers have their installation and servicing contracts reviewed by competent legal counsel and engineering consultants prior to execution. Neither the Local Government nor the C-PACER capital provider endorses the workmanship of any contractor nor guarantees, warranties, or in any way represents or assumes liability for any work proposed or conducted by a contractor. Additionally, neither the Local Government nor the C-PACER capital provider is responsible for assuring the design, engineering, and construction of the project is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. Neither the Local Government nor the C-PACER capital provider makes any representations of any kind regarding the results to be achieved by the project or the adequacy or safety of such measures.
- 3) Completed projects require ongoing maintenance to meet projected energy savings and sustain equipment performance. Such maintenance could be complex, costly, and/or be beyond the capabilities of “in-house” staff, requiring external expertise or specialized services over the life of the energy conservation, water conservation, renewable energy, or resilience measures.
- 4) Fluctuations in energy prices may increase or decrease the savings associated with your project. Your project’s estimated savings are based on assumptions about the future price of electricity and fuels. To the extent that future energy prices are lower than those assumed to occur, your future savings will be less than projected.
- 5) Changes in Property occupancy may increase or decrease the savings associated with your project. Your project’s estimated savings are based on assumptions about the future occupancy and uses of your Property. To the extent that occupancy decreases, or the uses of the Property change in a manner not currently contemplated such that less energy will be used than expected, your future savings will be less than projected.
- 6) C-PACER Program financing is fixed rate financing, although you will be able to prepay the remaining principal of your assessment at any time subject to any applicable prepayment penalties and other terms as may be contained in the financing agreement.
- 7) The success of your project may depend in part on various Federal or State policies and incentives that support or enhance project economic feasibility. Such policies may include governmental initiatives, laws and regulations designed to reduce energy usage, encourage

the use of clean energy, or encourage the investment in and the use of sustainable infrastructure. Incentives provided by the Federal government may include tax credits, tax deductions, bonus depreciation as well as federal grants and loan guarantees. Incentives provided by the State of Alaska may include renewable portfolio standards, which specify the portion of the power utilized by local utilities that must be derived from clean energy sources such as renewable energy, renewable energy credits, tariffs, tax incentives and other cash and non-cash payments. In addition, Federal and State may provide regulatory, tax and other incentives to encourage the development and growth of sustainable infrastructure. You may be relying on these policies and incentives to help defray the costs associated with, and to finance, your project. Government regulations also impact the terms of third-party financing provided to support these projects. If any of these government policies, incentives, or regulations are adversely amended, delayed, eliminated, reduced, or not extended beyond their current expiration dates, the economics of your project may be harmed.

The Property Owner hereby acknowledges the above-described C-PACER Program Disclosures and transaction risks by and through its duly authorized undersigned representative.

SIGNED AND DATED

PROPERTY OWNER: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit E-1: Certificate of Eligible Improvements

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached C-PACER application (the “Eligible Improvement Project”) under the AK C-PACER Program:

1. I am accredited by or belong to a firm with an accreditation from (check at least one):
 - ☐ Licensed Professional Engineer who has completed a minimum of 5 ASHRAE Level 2 energy audits for non-residential properties in the preceding 5 years (Individual Certification)
 - ☐ Certified Building Energy Assessment Professional (BEAP) (individual certification offered by ASHRAE)
 - ☐ Certified Energy Auditor (CEA) (individual certification offered by Association of Energy Engineers)
 - ☐ Certified Energy Manager (CEM) (individual certification offered by Association of Energy Engineers)
 - ☐ Certified High-Performance Building Design Professional (HBDP) (individual certification offered by ASHRAE)
 - ☐ Certified Measurement and Verification Professional (CMVP) (individual certification offered by Association Energy Engineers and Efficiency Valuation Organization)
 - ☐ Investor Confidence Project (ICP) Quality Assurance Assessor (firm-based certification)
 - ☐ Investor Confidence Project (ICP) Project Developer (firm-based certification)
 - ☐ LEED Accredited Professional
 - ☐ Licensed Architect
 - ☐ Certified Commissioning Professional
2. I do not have any conflicting financial interest in the Eligible Improvement Project, in that neither I nor any member of my family nor any company that I own or have a financial interest in has any Ownership or financial interest in the project, the engineer/contractor, the Property, or its Owner; and neither I nor any member of my family nor any company that I own or have a financial interest in has provided or will provide any products or services for the Eligible Improvement Project other than independent third party review.
3. I have conducted an audit or equivalent review of the Project consistent with the requirements of the AK C-PACER Program and provided a copy to the Property Owner. See AS 29.55.120(1).
4. I have determined that those proposed measures to be financed by C-PACER financing constitute reasonable Eligible Improvements as defined by the AK C-PACER Program, a description of which is attached to this Certificate.

I hereby certify:

1. The proposed Eligible Improvements will be permanently affixed to the Property, as described by the AK C-PACER Program.

The applicable C-PACE project type has been installed and is eligible by meeting the following eligibility criteria (please check all that apply in the following table):

Project Type	Check all that apply	Eligibility Criteria
All projects	<input type="checkbox"/>	The proposed Eligible Improvements are an energy improvement project intended to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature (See AS 29.55.100(a)(1))
	<input type="checkbox"/>	The proposed Eligible Improvements are a building resilience project that will result in improved resilience, which may include, without limitation, seismic resilience, flood mitigation and protection, stormwater management, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a local government as a resilience improvement project. HB227 Sec.6 codified at See AS 29.55.100(a)(2).
New Construction	<input type="checkbox"/>	Each proposed Eligible Improvement will enable the Property to perform above or exceed the jurisdiction's adopted energy or building code or the AHFC Building Energy Efficiency Standard, whichever is more stringent.
	<input type="checkbox"/>	For energy improvements, a whole-building model demonstrates that the building as designed, and as a result of the Eligible Improvements, will enable the Property to perform above or exceed the jurisdiction's adopted energy or building code or the AHFC Building Energy Efficiency Standard, whichever is more stringent.
Refinancing (New Construction)	[Insert Date]	The Eligible Improvements were installed and operational as of entered date, which is not more than 24 months prior to the expected closing date of the C-PACER refinancing.
	<input type="checkbox"/>	Each proposed Eligible Improvement enabled the subject Property to perform above or exceed the jurisdiction's adopted energy or building code or the AHFC Building Energy Efficiency Standard, whichever is more stringent when installed and operational.
	<input type="checkbox"/>	Whole-building modelling demonstrates that the building as designed, and as a result of the Eligible Improvements, enabled the subject Property to perform above or exceed the jurisdiction's adopted energy or building code or the AHFC Building Energy Efficiency Standard, whichever is more stringent when installed and operational.

Project Type	Check all that apply	Eligibility Criteria
Refinancing (Retrofit)	<input type="checkbox"/>	For an energy improvements, the project exceeds the baseline threshold of the current energy usage of the Property or the efficiency level of the improvements that are to be replaced.
	<input type="checkbox"/>	For building resilience improvements, the project exceeds the baseline threshold of the current condition of the Property as related to the resilience improvement proposed, e.g., the proposed improvement is designed to enhance the resilience of the building over its current condition, as certified by a relevant professional.

2. The term of the C-PACER financing does not exceed the weighted average life of the proposed improvements.

SIGNATURE: _____

NAME: _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS CONTACT EMAIL: _____

BUSINESS CONTACT PHONE: _____

LICENSE OR CERTIFICATION NUMBER: _____

LICENSE OR CERTIFICATION TYPE: _____

PLEASE ATTACH DOCUMENTATION OF THE QUALIFICATIONS OF THE PROJECT AUDITOR AND WORK PAPERS THAT EXPLAIN THE CERTIFICATIONS REGARDING THE PERFORMANCE OF THE PROPERTY.

Exhibit E-2: Technical Note on Exhibit E

A C-PACER Project must obtain a Project Audit for the Eligible Improvements. The Project Auditor describes the Eligible Improvements and confirms that the improvements comply with the applicable definition of each type of improvement. All Project Audits shall include the following information:

- The name, firm name and credentials of the qualified professional who prepared the Project Analysis.
- Written description of the proposed C-PACER Project.
- Description of the baseline conditions against which the benefits and risks were evaluated.
- Estimate of the useful life of each Eligible Improvement, including a reference to the basis of the estimated useful life.
- A description of the references used in the Project Audit, including the effective dates of the design information.
- (if applicable) Certification by the Project Auditor that the resilience project(s) comply with the definitions of the improvement type(s) stated in the Program Handbook and explanation of the reasoning for certifying compliance with these definitions.

Retrofit Projects on Existing Buildings

Baseline

- For an energy improvement project that is a retrofit on an existing building, the project will be compared to the baseline threshold of the current energy usage of the Property or the efficiency level of the systems that are to be replaced.
- For building resilience improvements in an existing building, the baseline threshold is the current condition of the Property as related to the resilience improvement proposed, e.g., the proposed improvement is designed to enhance the resilience of the building over its current condition as certified by a relevant professional.

Documentation

Existing conditions can be determined based on nameplate efficiency ratings of currently installed equipment or logging relevant data as required. Documentation may include equipment specifications or building design drawings/modeling, permit applications, or ASHRAE Level 1 assessment/energy assessment, as applicable. Alternatively, the project auditor may use modeled energy performance of the building or other professionally accepted methods of establishing energy consumption of the existing building.

New Construction Projects

Baseline

- For an energy improvement project in new construction, the baseline threshold is the jurisdiction's adopted energy code, or AHFC's Building Energy Efficiency Standard,
- For building resilience improvements in new construction, the baseline threshold is represented by the jurisdiction's adopted building code. Appropriate documentation and analysis may include the use of such resilience standards and model codes as have been developed by ASCE, FEMA, ICC, IBHS, NIBS, NSSA or other nationally recognized professional engineering or building science research organizations.

Documentation

The project auditor may choose either of two approaches for reviewing the proposed Project:

- a) Prescriptive Approach: The Project Auditor can document that each proposed eligible improvement independently exceeds the jurisdiction's adopted building or energy code, or AHFC's Building Energy Efficiency Standard. If approved, 100% of the qualifying costs for such itemized improvements may be funded.
- b) Performance Approach: Alternatively, the Project Auditor can review a whole-building energy model prepared following a methodology consistent with Level 2 audit per ASHRAE publication "Procedures for Commercial Building Energy Audits," 2d edition or ASHRAE Standard 211-2018 (or equivalent, if permitted by the Program Administrator) that demonstrates that the whole building's performance will exceed the baseline. For buildings designed to exceed the minimum baseline requirements for energy and/or water on a whole-building basis, 100% of all qualifying costs associated with energy or water-related building construction may be C-PACER-financed.

Resilience Improvement Projects

The baseline for Resilience Improvements to existing buildings is the existing conditions of the building(s) and site. The baseline for new construction projects is the minimum requirements stated in the International Building Code as adopted by the Alaska State Fire Marshal or local jurisdiction, as well as any applicable zoning regulations, for building components in relation to the ability of the building to withstand damage from wind, precipitation, flooding, and fire. The International Fire Code as adopted by the Alaska State Fire Marshal, and the International Wildland-Urban Interface Code also apply to fire related building improvements.

The Program Administrator recognizes that certain individuals and firms that do not meet these licensing requirements may also be qualified to complete a Project Analysis for a Resilience Improvement. Program Administrator will consider requests on a case-by-case basis from qualified professionals who are not licensed engineers or architects to provide a Project Analysis. If a firm or individual who does not meet the licensing requirement will prepare the Project Analysis, Property Owner shall obtain written approval of the provider by Program Administrator prior to submitting a Final Application for the project.

In addition to the requirements of a Project Audit described above, a Project Audit for a Resilience Improvement shall include:

- For new buildings a description of baseline resilience performance required by building codes, zoning ordinances, and other applicable regulations,
- For existing buildings provide existing conditions of the Property relevant to resilience to wind, precipitation, flooding, and fire.
- Resilience upgrades to existing buildings shall comply with the International Existing Building Code adopted by the State Fire Marshal or local jurisdiction.
- Description of improved performance of Resilience Improvements above baseline requirements
- Incremental benefits to be offered by each Resilience Improvement (ex. Resistance to 80 mph winds vs. baseline of resistance to 50 mph winds.)

- Indication of building resilience modeling software (if any) used in preparing the Project Audit.
- Current climate prediction data and projected impacts of climate change on the benefits provided by the proposed measures.

Stormwater Management and/or Erosion Management

A Stormwater Management or an Erosion Management measure is an improvement to a building and/or the surrounding property intended to mitigate the negative impacts of stormwater runoff on the premises, including an infiltration system, water detention pond, constructed wetland, vegetated swale, or vegetative roofing system. In agricultural and forestry settings, eligible measures build soil health, increase water infiltration, and reduce nutrient losses and flooding.

For new construction projects, baseline conditions are the minimum requirements of building code, zoning ordinances, environmental regulations, sewerage district requirements, and other applicable regulations related to impermeable surface area and stormwater interventions. Projects that meet the requirements of the Alaska Department of Environmental Conservation's Storm Water Program may fund all relevant costs. For all other projects, the baseline is the existing conditions of the building and land.

The Local Government will consider requests from Property Owners and their representatives to accept Project Audits prepared by individuals who do not hold one of these credentials. Written approval of the individual's authorization to prepare Project Audit must be granted prior to approval of any Final Application.

EV Infrastructure Improvement

The Local Government recommends that the Project Audit for a C-PACER Project that includes an EV Infrastructure Improvement be prepared by an independent third party with expertise in the technical and economic aspects of EV charging systems. However, the Program Administrator will also consider for approval Project Analyses for these projects that have been developed collaboratively by the Property Owner, installation contractor and the project developer. In all cases, the Project Analysis shall include the following information:

- Description of the proposed Electric Vehicle Charging System
- Indication of utility tariff through which electricity used by the EV Infrastructure Improvement will be purchased, as well as a statement of any anticipated interconnection issues.
- A summary of the estimated implementation costs for the measure, the simple payback period in years, and the simple return on investment of the project.
- Assumptions affecting the analysis, including, but not limited to utility and fuel cost escalation rate assumptions; tax benefits; estimated useful life of the EV Infrastructure Improvement

Baseline:

Unless an EV Infrastructure Improvement Charging System is already installed at the Property, the baseline for installation of EV Infrastructure Improvement is business-as-usual ongoing use of internal-combustion-engine vehicles. If an EV Infrastructure Improvement is already installed at the Property, ongoing use of that system shall be incorporated into the baseline.

Refinancing Projects

Baseline

- The baseline for refinancing of retrofits made to an existing building is the building condition at the time the eligible improvements were installed and operational.
- The baseline for refinancing of Eligible Improvements that were new construction is the jurisdiction's adopted energy or building code, , or AHFC's Building Energy Efficiency Standard, ,. Completion of construction may be demonstrated by the date of final inspection or the date of certificate of occupancy or equivalent.

Documentation

For refinancing, the project auditor may document his or her certifications using the method corresponding to an energy improvement project or building resilience improvement project for retrofits or for new construction above.

Permits

All permits required by the jurisdiction shall be obtained prior to the start or any work.

A Certificate of Occupancy or Certificate of Completion (issued by the jurisdiction) shall be provided to the Program Administrator when the work is complete.

Exhibit F: Completion Certificate

For each completed Eligible Improvement Project, a Project Auditor is required to verify that each Eligible Improvement Project was properly completed and is operating as intended.

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the Improvement Project described in the attached C-PACER application under the AK C-PACER Program:

1. I am accredited by or belong to a firm with an accreditation from (check at least one):

☐ Licensed Professional Engineer who has completed a minimum of 5 ASHRAE Level 2 energy audits for non-residential properties in the preceding 5 years (Individual Certification)

☐ Certified Building Energy Assessment Professional (BEAP) (individual certification offered by ASHRAE)

☐ Certified Energy Auditor (CEA) (individual certification offered by Association of Energy Engineers)

☐ Certified Energy Manager (CEM) (individual certification offered by Association of Energy Engineers)

☐ Certified High-Performance Building Design Professional (HBDP) (individual certification offered by See ASHRAE)

☐ Certified Measurement and Verification Professional (CMVP) (individual certification offered by Association Energy Engineers and Efficiency Valuation Organization)

☐ Investor Confidence Project (ICP) Quality Assurance Assessor (firm-based certification)

☐ Investor Confidence Project (ICP) Project Developer (firm-based certification)

☐ LEED Accredited Professional

☐ Licensed Architect

☐ Certified Commissioning Professional

2. I do not have any conflicting financial interest in the Eligible Improvement Project, in that neither I nor any member of my family nor any company that I own or have a financial interest in has any Ownership or financial interest in the project, the engineer/contractor, the Property, or its Owner; and neither I nor any member of my family nor any company that I own or have a financial interest in has provided or will provide any products or services for the Eligible Improvement Project other than independent third party review.

3. I, or my agent, physically or virtually inspected the site of the Eligible Improvement Project on _____ and, based on my inspection, review of construction and commissioning documents made available to me, and witnessing of operations, that the

improvements described in the project application have been completed and are operating as intended.

4. The attached project documentation review letter provides details of my findings and conclusions.

SIGNATURE: _____

NAME: _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS CONTACT EMAIL: _____

BUSINESS CONTACT PHONE: _____

LICENSE OR CERTIFICATION NUMBER: _____

LICENSE OR CERTIFICATION TYPE: _____

Exhibit G: Template Form Closing Documents

Owner Contract. A form for a contract between the local government and a property owner specifying the terms of the assessment under the program. See AS 29.55.100(a)(2)

Capital Provider Contract. A form for a contract between the local government and the capital provider regarding the servicing of the debt through assessments. See AS 29.55.110(a)(3)

Notice of Contractual Assessment Lien.

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Exhibit H: Local Government Contact Info and Application Instructions

The table below lists the municipalities and/or boroughs in Alaska that have opted to establish the AK C-PACER Program in their jurisdiction, along with contact information and application instructions:

Jurisdiction	Municipal C-PACER Website	C-PACER Contact	Application Instructions	Program Fees
Municipality of Anchorage	www.muni.org/cpacer	cpacer@anchorageak.gov	Please visit the Anchorage C-PACER website to apply.	1) Application Fee 2) Closing Fee 3) Annual Servicing Fee