



Application for C-PACER Financing Checklist

Property Owner Name and Mailing Address:

Property Tax ID and Physical 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
	Fill out the online Interest Form and include the following documents:	
a)	Assessment Property Card or Proof of Project and Property Eligibility: to confirm that the intended project is eligible and located on an eligible property.	
b)	<i>(If available)</i> 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 the documents below for the Property Owner, Capital Provider, Project Auditor and (if applicable) Mortgage Lien Holder to fill out and sign.

Note: Files are fillable PDFs that can be completed and electronically signed, or if you prefer can be downloaded and then completed, signed, scanned, and uploaded to the online folder.

Application Submission	Completion Date
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: - Exhibit C1: 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. - Exhibit C2: 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.	
f) <i>(If applicable)</i> 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) E-mail Mat-Su C-PACER 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.		



Exhibit A: Application Form

Legal name of property owner or owning entity: _____

If owned by an entity, please provide entity signatory name and contact information:

Full Name of Authorized Entity Signatory	
Email address	
Phone number	
Address	
City, State Zip	

Primary contact for this application (if different from property owner/entity signatory)

Full Name Primary Contact	
Email address	
Phone number	
Address	
City, State Zip	

Property Information:

Property Tax ID#	
Physical Address (Location)	
City, State Zip	
Property Type	

	YES	NO
Is the proposed project site an existing building?	<input type="checkbox"/>	<input type="checkbox"/>
Is this a refinancing request?	<input type="checkbox"/>	<input type="checkbox"/>
Is the property current on all property taxes and municipal assessments?	<input type="checkbox"/>	<input type="checkbox"/>
Can you confirm that the property is neither insolvent nor in bankruptcy proceedings?	<input type="checkbox"/>	<input type="checkbox"/>
What is the assessed value of the property?	\$ _____	
What is the year of assessment?	_____	
What is the appraised value of the property, if applicable?	\$ _____	
What is the year of the appraisal, if applicable?	_____	



Is there an active mortgage holder for this property?	<input type="checkbox"/>	<input type="checkbox"/>
Who is the mortgage holder?		
What is the outstanding balance of the mortgage?	\$	
Can you confirm that the property is current on all mortgage payments?	<input type="checkbox"/>	<input type="checkbox"/>

What types of improvement will you be making?

- Energy efficiency
- Renewable energy
- Water conservation
- Air quality
- 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

Total project cost: _____ Total amount of C-PACER financing requested: _____

Term of the assessment: _____

Attachments:

- Exhibits
- Assessment Property Card or Proof of Project and Property Eligibility
- Title Report
- Proof of Insurance
- Capital Provider Offer to Fund

Signature on behalf of property owner: _____

Date signed: _____

Full Name & Title (if applicable) _____

Company (if applicable) _____



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 OR ON BEHALF OF PROPERTY OWNER:

SIGNATURE: _____ DATE: _____

FULL NAME AND TITLE (if applicable): _____



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.
- The proposed measures are intended to either enhance an eligible Property's resilience, 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 improved properties, often reduce 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 (his/her/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 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 separate from property tax, twice a year in April and October, 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 & DATE: _____

TITLE: _____

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 two installments, payable in April and October 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 & DATE: _____

NAME & TITLE: _____

Exhibit D: Disclosure of Risks Form

As a Property Owner participating in the Mat-Su C-PACER Program, and pursuant to the Mat-Su C-PACER Program, the Matanuska-Susitna Borough (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 Tax 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 in two installments in April and October, 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 AND TITLE: _____

SIGNATURE & 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-PACER 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.
Refinancing (Retrofit)	<input type="checkbox"/>	For 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, whichever is more stringent, 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.
- 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 their certifications using the method corresponding to an energy improvement project or building resilience improvement project for retrofits or for new construction above.

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.