PROGRAM GUIDEBOOK:
C-PACE PROGRAM

City of Coeur d'Alene, Idaho

Mayor	Woody McEvers
Council	Dan Gookin
	Amy Evans
	Kiki Miller
	Dan English
	Christie Wood
	Kenny Gabriel
City Administrator	Troy Tymesen
City Finance Director	Katie Ebner
City Attorney	Randall Adams

Table of Contents

I. Introduction 3

II. Definitions 3

III. C-PACE Financing Program Rules 6

A. Establishment of C-PACE Program Boundaries 6

B. Administration of Program; Authorized Officials 6

C. Eligibility Requirements 7

D. Application Process 7

E. Application Documents 9

F. Closing Documents 10

G. Recording 11

H. Financing Requirements and Interest Rates 11

I. Billing, Collection, and Enforcement of C-PACE Liens 12

J. Program Fee 12

K. Term of an Assessment; Calculation of Useful Life of Qualified Improvements 12

L. Written Consent from Mortgage Holder(s) Required 12

M. Provisions for Marketing and Participant Education 12

N. Government Has No Liability or Financial Responsibility 13

O. Amendments and Interpretation 13

IV. Application Check List 14

V. Forms 15

Form 1 - Program Application 16

Form 2 – Assessment Agreement for C-PACE Financing 20

Form 3 – Notice of Assessment and C-PACE Lien 36

Form 4 – Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement 41

Form 5 – Certificate of C-PACE Improvement Completion 45

Form 6 – Mortgage Holder Consent 48

Form 7 – Program Certificate of Compliance 52

Form 8 – Certificate of Qualified Improvements 55

I. Introduction

A. About C-PACE

In 2024, the Idaho Legislature passed Commercial Property Assessed Capital Expenditure enabling legislation, creating a new Chapter 38 in Title 67 of the Idaho Code. This legislation allows local governments to establish C-PACE programs within their respective jurisdictions. A C-PACE Program permits owners of eligible commercial property to seek and obtain long-term financing from private Capital Providers for certain Qualified Improvements, including facilities and equipment to promote energy efficiency, renewable energy, water conservation, and resiliency for qualifying buildings. Improvements made to reduce lead in drinking water are also considered Qualified Improvements. In short, C-PACE programs help developers make buildings more efficient and resilient. Furthermore, a C-PACE Program allows a local government to levy and collect a voluntary assessment to repay the financing of the improvements, and to record a lien on the property to ensure repayment. This approach to financing has been used on thousands of properties in more than 30 states and the District of Columbia.

The City of Coeur d'Alene has created and administers a C-PACE Program pursuant to the C-PACE Act. Under this Program, financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also fall under one of the aforementioned categories. A C-PACE loan is secured by a first and prior lien on the property and paid back over time, which lien is a junior only to liens for City property taxes or ad valorem taxes. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of the Property Owner at the time. The C-PACE repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the improvements. The City's Program exists under Idaho's C-PACE legislation and the rules established by this Guidebook. No change in the Program or in Idaho's C-PACE legislation will affect a Property Owner's obligations to pay C-PACE assessments incurred under the Program prior to such change.

B. Idaho C-PACE Program Guidebook

This Guidebook sets out the eligibility requirements for C-PACE projects in the City and the process for applying for C-PACE project approval.

II. Definitions

A. "Capital Provider" means a private third-party lender, including its designee, successor, and assigns, that provides or funds C-PACE financing, including refinancing, pursuant to Chapter 38, Title 67, Idaho Code.

B. "City" means the City of Coeur d'Alene and its officials with authority over this Program.

C. "Commercial Property" means:

1. Privately owned commercial, industrial, or agricultural real property; or

2. Privately owned residential real property consisting of five (5) or more dwelling units.

3. Property owned by nonprofit, charitable, or religious organizations; or

4. One (1) or more owner-occupied or rental condominium units affiliated with a hotel.

D. "C-PACE" means Commercial Property Assessed Capital Expenditure.

E. "C-PACE Act" means the Commercial Property Assessed Capital Expenditure Act, codified as Chapter 38, Title 67, Idaho Code.

F. "C-PACE Program" or "Program" means the program established by the City pursuant to the provisions of the C-PACE Act.

G. "Eligible Property" means any privately-owned commercial, agricultural, industrial, or multi-family real property with five (5) or more dwelling units located within the boundaries of the City, including properties owned by nonprofit, charitable, or religious organizations, or one (1) or more owner-occupied or rental condominium units affiliated with a hotel.

H. "Financing" means financing and refinancing for a Qualified Project pursuant to the C-PACE Act.

I. "Financing Agreement" means a contract under which a Property Owner agrees to repay a Capital Provider for the Financing, including but not limited to details of finance charges, fees, debt servicing, accrual of interest and penalties, and terms relating to treatment of prepayment and partial payment, billing, collection, and enforcement of the Financing.

J. "Program Administrator" means the City Treasurer or his or her designee, including a third party outside the City, to administer the Program in conformance with the administration procedures provided by the Program Guidebook.

K. "Program Guidebook" or "Guidebook" means this document which establishes appropriate guidelines, specifications, underwriting and approval criteria, and application forms consistent with the administration of a Program pursuant to the C-PACE Act, including:

1. The form for an assessment contract between the City and the Property

Owner for specifying the terms of assessment under the Program, Financing provided by a third party, and remedies for default or foreclosure;

2. The form for the notice of assessment and C-PACE lien; and

3. The form for a notice of assignment of assessment and C-PACE lien between the City and a Capital Provider.

L. "Project Application" means an application submitted to the Program Administrator to demonstrate that a proposed project qualifies for C-PACE financing and for a C-PACE assessment and lien.

M. "Property Owner" means the legal owner of qualifying Eligible Property, which is the record owner of title to the Eligible Property or the owner of an estate for years created pursuant to a written lease agreement or similar agreement. The Property Owner must be current on any mortgage and property tax payments on the property, and cannot be insolvent or in bankruptcy proceedings. Title to the Eligible Property cannot be in dispute.

N. "Qualified Improvement" means a permanent improvement installed and affixed to Eligible Property and intended to:

1. Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption;

2. Support the production of renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that provides thermal energy or regulates temperature;

3. Decrease water consumption or demand, increase water conservation and storage, and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water;

4. Allow for the reduction or elimination of lead from water that may be used for drinking or cooking; or

5. Increase water or wastewater resilience, including through storm retrofits, flood mitigation, and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact, and other resilience projects approved by the City.

O. "Qualified Project" means a project approved by the Program Administrator,

involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement. A Qualified Improvement installed and operational no more than three (3) years prior to the date of application is eligible as a Qualified Project.

P. "Special assessment" means a voluntary assessment imposed by the City on Eligible Property located within the boundaries of the Program.

III. C-PACE Program Rules

This Guidebook establishes the guidelines, eligibility, and approval criteria, and adopts forms for the administration of the Program in accordance with the C-PACE Act. The intent of the Program is to enable financing for Eligible Property owners to make certain Qualified Improvements, including energy efficiency, renewable energy, water conservation, and resiliency improvements as described in the C-PACE Act. Council finds that the Program serves a valid public purpose because it will increase economic development, lower insurance costs, lower disaster and emergency response costs, decrease energy and water costs, and encourage energy and water sustainability.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application approved by the Program, constitute a Qualified Project. Property Owners may receive funding for their Qualified Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider.

A. Establishment of C-PACE Program Boundaries

The City Council adopted Resolution number [_____] on [_____], establishing the C-PACE Program for all Eligible Properties. The Program boundaries are the Coeur d'Alene City limits.

B. Administration of Program; Authorized Officials

The City Treasurer is the Program Administrator, and is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. The City Treasurer may designate another City employee to act as the Program Administrator for a Project or the City Treasurer may designate a private third party, including a Capital Provider, to administer Program as provided by the Program Guidebook. The Program Administrator will execute the Assessment Agreement and C-PACE Lien documents on behalf of the City, and record the Notice of Assessment Interest and C-PACE Lien with the County.

The Program Administrator will:

1. Accept Project Applications from Property Owners and Capital Providers;

2. Review the Project Application to determine conformance with the Project Application Checklist;

3. Approve, conditionally approve, or disapprove the Project Application and communicate the decision to the applicant;

4. Execute the Assessment Agreement, Notice of Assessment Interest, and C-PACE Lien; and

5. Record the Notice of Assessment Interest and C-PACE Lien.

C. Eligibility Requirements

Any Property Owner of Eligible Property may apply for the Program. Qualifying costs that can be C-PACE financed include:

1. Materials and labor necessary for installation or modification of a Qualified Improvement;

2. Permit fees;

3. Inspection fees;

4. Lender fees;

5. Program application and administrative fees;

6. Project development and engineering fees;

7. Interest reserves;

8. Capitalized interest, in an amount determined by the Property Owner and Capital Provider; and

9. Other fees or costs that may be incurred by the Property Owner incidental or ancillary to the installation, modification, or improvement on a specific or pro rata basis, as determined by the City.

D. Application Process

The Program Administrator will review the Project Application (Form 1) for proof of compliance with Idaho Code and Coeur d'Alene Municipal Code requirements that are necessary for the City to approve the application and execute the applicable documents for the proposed C-PACE transaction.

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

a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACE application process will be as follows:

1. The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants should review the Project Application Checklist accompanying the Project Application to ensure the types of information that the City will rely upon to verify compliance with the C-PACE Act and C-PACE Resolution are present in the completed Project Application.

2. The Program Administrator will have ten (10) business days to review and approve the Project Application. If there are an unusually high number of applications, or if review is delayed because of some force majeure event, the office may notify the applicant that the application review and approval will be delayed by no more than ten (10) additional business days.

    a. The City application review process is confined to confirming that the Project Application is complete, and all attachments conform to these guidelines. ***City approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements.*** The Program Administrator will review the Project Application for proof of compliance with the requirements of the C-PACE Act and C-PACE Ordinance that are necessary for the City to approve the Project Application and execute the applicable documents for the proposed C-PACE transaction.

    b. 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. The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.

    c. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face.

3. Upon receipt of approval, the Capital Provider will draft the following "Closing Documents": the Assessment Agreement (Form 2), the Notice of Assessment Interest and C-PACE Lien (Form 3), and the Assignment of

Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement (Form 4). At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents. If the Project Application received conditional approval, the Closing Documents executed by the City may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act and C-PACE Ordinance.

4. At closing, the City will record the Assessment Agreement, the Notice of Assessment Interest and C-PACE Lien, and the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement in the Kootenai County Recorder's Office.

5. Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.

6. The Property Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement.

7. After project completion, the Property Owner will submit the Certificate of C-PACE Improvements Completion (Form 5) to the City, which provides written verification provided by a licensed professional engineer or engineering firm stating that the qualified project was properly completed and is operating as intended.

E. Application Documents

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

1. Project Application Checklist

2. Mortgage Holder Consent (Form 6)

3. Certificate of Compliance for Public Benefits (Form 7), which includes:

    a. Certification that the project provides one or more of the following benefits to the public:

        i. Energy or water resource conservation

        ii. Reduced public health costs or risks

        iii. Reduced public emergency response cost or risk

4. Certificate of Qualified Improvements (Form 8)

a. A licensed Engineer or an authorized representative of a licensed engineering firm will certify the Qualified Improvements as applicable for the existing building or new construction. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications, as listed on the form of Certificate of Qualified Improvements.

5. For Existing Buildings:

a. For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements: A statement by the author of the energy analysis that the Qualified Improvements will or did result in either more efficient use or conservation of energy or water, or the addition of renewable sources of energy or water. The energy analysis must be performed by an Idaho licensed engineering firm or engineer.

b. For Resilience Improvements: A statement by the author of the analysis that the Qualified Improvements will or did result in improved water or wastewater resilience, including through storm retrofits, flood mitigation and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures or other improvements that reduce land use impact. The analysis must be performed by an Idaho licensed engineering firm or engineer.

6. For New Construction: A certification that the proposed Qualified Improvements will enable the subject property's project to exceed the current building code requirements for energy efficiency, water efficiency, renewable energy, or renewable water. For resilience improvements, a certification that the proposed Qualified Improvements will enable the project to meet or exceed resilience standards for the local government's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard. The certification must be provided by an Idaho licensed engineering firm or engineer.

F. Closing Documents

The Program has adopted the following form Closing Documents, which require the signature of the Program Administrator and shall be part of the closing of any C-PACE transaction. 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.

1. Assessment Agreement

2. Notice of Assessment Interest and C-PACE Lien

3. Assignment of Notice of Assessment Interest and C-PACE Lien and Assignment of Assessment Agreement

G. Recording

The City shall:

1. File a written notice of assessment and C-PACE lien with the County Recorder. The notice shall contain:
   a. The amount of the assessment;
   b. The legal description of the property;
   c. The name of each property owner;
   d. A copy of the written assessment contract; and
   e. A reference to this chapter authorizing the placement of the assessment and C-PACE lien on the property.

2. File and record each C-PACE lien with the County Recorder. The recording shall contain:

   a. The legal description of the property;
   b. The name of each property owner;
   c. The date on which the lien was created;
   d. The principal amount of the lien; and
   e. The term of the lien.
3. Record the executed assignment of the assessment agreement, notice of assignment of assessment, and C-PACE lien.
4. The City may delegate the recording responsibilities set forth in this section to the Capital Provider receiving the assignment. If billing, collection, and enforcement are delegated to the capital provider, a copy of the assignment and delegation shall also be recorded with the County Recorder.

H. Financing Requirements and Interest Rates

Under the C-PACE Act, the amount of the assessment plus any existing indebtedness on the property cannot exceed ninety percent (90%) of the fair market value of the property as determined by a qualified appraiser. In addition, the amount of the assessment in the case of new construction cannot exceed thirty-five percent (35%) of the fair market value of the property as completed or as stabilized, and, in the case of a retrofit of existing property, cannot exceed twenty-five percent (25%) of the fair market value of the property as completed or as stabilized, all as determined by a qualified appraiser. The determination of fair market value will be established by a qualified appraisal completed no more than twelve (12) months prior to the time of application.

Interest rates are negotiated in a Financing Agreement between the Property Owner and the Capital Provider. The City has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended

use of the property, potential risk –will affect the terms negotiated by the Property Owners and Capital Providers.

I. Billing, Collection, and Enforcement of C-PACE Liens

Billing, collection and enforcement of C-PACE Liens and financing installment payments will be the responsibility of the Capital Provider. The Capital Provider will enforce the C-PACE Lien in the same manner as a deed of trust. In accordance with Chapter 15, Title 45, Idaho Code, delinquent installments of the assessment incur interest and penalties as specified in the financing agreement between the Property Owner and Capital Provider. In an enforcement action, assessments not yet due shall not be accelerated or eliminated by foreclosure of the past due amount of the lien.

J. Program Fee

To make the costs of administering the C-PACE Program cost-neutral, the City will collect a servicing fee equal to one percent (1%) of the total amount financed by the Property Owner, not to exceed fifty thousand and no/100 dollars ($50,000.00). This fee is due at the time of disbursement of funds by the Capital Provider, or any portion thereof. An application fee of five hundred and no/100 dollars ($500.00) will be paid with submission of the Program Application.

K. Term of an Assessment

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement or weighted average useful life if more than one Qualified Improvement is included in the Qualified Project.

L. Written Consent from Mortgage Holder(s) Required

Before entering into an Assessment Agreement with the City, the Property Owner must obtain and furnish to the City the written consent to the placement of the assessment and C-PACE Lien from any holder of a mortgage or a deed of trust on the property.

M. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the City's website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Property Owners and Capital Providers understand the principles and processes associated with C-PACE financing and will look to the Guidebook for understanding and clarification of the Program.

N. Government Has No Liability or Financial Responsibility

The City, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The City shall not pledge,

offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner.

O. Amendments and Interpretation

This Guidebook is intended to establish the general rules and procedures applicable to the Program. The Program Administrator is authorized to make such minor amendments to the rules and procedures as may be required. A minor amendment is one which is fully consistent with the purposes of the Program, as expressed by State law and this Guidebook, and which does not substantially impact a Property Owner, an applicant, or the City financially or impair a property right protected by law. Any major amendments must be presented to City Council for approval.

The Program Administrator is further authorized to interpret the rules and procedures set forth in this Guidebook if it becomes evident that any provision of the Guidebook is reasonably capable of being understood in more than one sense. In making such interpretation, the Program Administrator shall consider the intent, purposes, and plain language of the Guidebook, in light of State law. No provision of the Guidebook should be interpreted so as to render any other provision superfluous or ineffective.

APPLICATION/CLOSING CHECK LIST

The Application/Closing Checklist is offered to the applicant as a means of checking the C-PACE Program Application to ensure that a complete Application is submitted, free from omissions and errors that could possibly lead to rejection of the Application. Check off in section I when completed and submit with the Application. Submission of a complete Application is solely the responsibility of the applicant. Check off in section II when completed and submit at the time of Closing. Completion of this form does not relieve the applicant of the responsibility for providing all documents needed for the Application and Closing.

I. Application (documents needed for approval of Application):

_____ 1. Are all blank spaces filled out on C-PACE Program Application?

_____ 2. Is the Mortgage Holder Consent form completed and attached for each mortgagee or beneficiary of a deed of trust?

_____ 3. Is the C-PACE Program Certificate of Compliance – Public Benefits attached?

_____ 4. Is the Certificate of Qualified Improvement attached?

_____ 5. Are authorized signatures properly affixed to the Application?

II. Closing (documents needed before Closing):

_____ 6. Is the Assessment Agreement completed and signed, with all required attachments?

_____ 7. Is the Notice of Assessment and C-PACE Lien completed and signed, with all the required attachments?

_____ 8. Is the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement completed and ready for the City's signature?

_____ 9. Is all information which is necessary for Recording provided (*see* Program Guidebook at page 11)?

FORMS

PROGRAM APPLICATION
FORM 1

City of Coeur d'Alene
Finance Department
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
(208) 769-2284
kebner@cdaid.org

For office use only

Application Fee: $500.00
Servicing Fee: $_____
Date Paid: _____

Approved by: _____
Date of Approval: _____

C-PACE PROGRAM APPLICATION

All blanks must be filled in. If the requested information does not apply, indicate "Does Not Apply" or "N/A."

Property Owner Name:	
Mailing Address:	
Physical Address:	
Telephone Number:	Email:
Tax ID Number (EIN or SSN):	

Project Name:	
Address of Project:	
Legal Description:	
Assessed Value and Date of Assessment:	Appraised Value and Date of Appraisal:
Building Size:	Year Built (if applicable):
Project Type (e.g. commercial, multi-family):	
Total Amount Financed:	

Capital Provider:	
Contact person:	
Mailing Address:	
Telephone Number:	Email:

Project Narrative (*Briefly describe the overall project. Use additional sheets if necessary*.):

Project Details (*Describe the proposed Qualified Improvements applicable to the C-PACE Program, e.g., improvements that promote or support energy efficiency, renewable energy, water conservation, reduction or elimination of lead from water, water or wastewater resilience, etc. If the application if for improvements installed within the last three (3) years, include the date of installation of each improvement. Use additional sheets if necessary*):

Please answer the following questions. You must answer "no" to each question to qualify for the C-PACE Program.

	Yes	No
Is any mortgage or deed of trust payment past due?		
Are any property tax assessments past due?		
Is the property owner insolvent?		
Is the property owner currently in bankruptcy proceedings?		
Is the total debt secured by the property, including any C-PACE assessment, in excess of 90% of the fair market value of the property as complete or stabilized?		
For new construction, will the C-PACE assessment exceed 35% of the fair market value of the property as complete or stabilized?		
For a retrofit of existing property, will the C-PACE assessment exceed 25% of the fair market value of the property as complete or stabilized?		
Was the appraisal setting the fair market value of the property (by a qualified appraiser) completed more than 12 months before the date of this application?		
Does the period of the proposed special assessment exceed the weighted average of the useful life of the qualified project that is the basis for the assessment?		
Will the voluntary assessment under the C-PACE program constitute an event of default under any current mortgage or deed of trust on the property?		

The property owner must submit the following with this application:

1. For an existing building, an energy analysis by a licensed engineering firm or engineer, which includes a statement that the improvements will result in more efficient use or conservation of energy or water or the addition of renewable sources of energy or water, OR that the improvements will result in improved resilience.

2. For new construction, a written certification by a licensed engineering firm or engineer, which includes a statement that the improvements will enable the project to exceed building code requirements for energy efficiency, water efficiency, renewable energy, and/or renewable water, or meet or exceed resilience standards in the City's building code or, if none, a nationally available and recognized resiliency standard.

3. A copy of the appraisal for the property.

4. A written statement from an authorized officer of each holder of a mortgage or deed of trust consenting to the assessment and indicating that the assessment does not constitute an event of default under the mortgage or deed of trust.

5. A written certification by the Capital Provider that the property owner and project meet the requirements of the C-PACE Act and Program Guidebook, and qualify for financing under this Program.

ASSESSMENT AGREEMENT FOR C-PACE FINANCING FORM 2

ASSESSMENT AGREEMENT FOR C-PACE FINANCING

This ASSESSMENT AGREEMENT for C-PACE FINANCING (the "Agreement") is made and entered into as of this ___ day of _____, 20__, (the "Effective Date") by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, (the "City") and _____, the record owner(s) (the "Property Owner") of the real property described in Exhibit "A" (the "Property").

RECITALS

WHEREAS, the City, on November 5, 2024, established the Commercial Property Assessed Capital Expenditure Program (the "Program") through the adoption of Resolution No. 24-__ ("C-PACE Resolution") to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements ("Qualified Improvements"), through the levy of contractual assessments pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the "Act") (as may be amended from time to time); and

WHEREAS, the City has designated the City Treasurer as the Program Administrator; and

WHEREAS, the purpose and method of approval of C-PACE financing under the Program are described in the Program Guidebook (the "Program Guidebook"), as the same may be amended from time to time prior to the Effective Date of this Agreement; and

WHEREAS, the City has consented to the participation in the Program by owners of eligible properties within the boundaries of the City; and

WHEREAS, the Property Owner's Property is an eligible property within the boundaries of the City; and

WHEREAS, the Property Owner has submitted application materials (the "C-PACE Application") including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City, through its Program Administrator, has reviewed the C-PACE Application of the Property Owner to assess compliance with the Act, the C-PACE Resolution, and Program Guidebook, and the City has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the "Approved Project"); and

WHEREAS, the Approved Project is to be financed pursuant to a financing agreement (the "Financing Agreement") between the Property Owner and _____ (the "Capital Provider") pursuant to which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a

lien placed on the Property in exchange for receiving and repaying C-PACE financing; and

WHEREAS, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation of the Qualified Improvements on the Property contemplated as part of the Approved Project, all on the terms set forth in this Agreement and the Financing Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the City enter into an Agreement as follows, with the intent to bind themselves and their respective successors and assigns.

Section 1. Purpose. The Property Owner and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACE assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified in Exhibit "B" on the Property.

Section 2. The Property. This Agreement relates to the real property identified in Exhibit "A." The Property Owner has supplied to the City current evidence of his/her/their/its fee ownership or an estate for years created pursuant to a written lease agreement or similar agreement in the Property, and possesses all legal authority necessary to execute and deliver this Agreement.

Section 3. Assessment and Lien.

a. The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of $_____ (the "Assessment"), together with all interest, penalties, and fees as described in the Financing Agreement, Exhibit "C" attached hereto, and in the Assessment Schedule, Exhibit "D" attached hereto. Upon execution and delivery of this Agreement, the City will execute and cause to be recorded in the Kootenai County Recorder's Office, together with a copy of this Agreement, pursuant to Idaho Code § 67-3808(3), the Notice of Assessment Interest and C-PACE Lien ("Notice of Assessment"), substantially in the form of Exhibit "E." The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City and provide record notice to third parties of the existence of the lien.

b. The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.

c. The Property Owner hereby promises to pay the Assessment over a period of ____ years on the due dates set forth in Exhibits "C" and "D" hereto. The Property Owner agrees

to pay the amount due in installments according to the Assessment schedule, each such installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.

d. The Assessment shall be secured by the lien until paid in full. Failure to pay any installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions set forth in the Financing Agreement. In addition, under those circumstances, the lien may be subject to foreclosure in the manner of a deed of trust as set forth in Title 45, Chapter 15, Idaho Code.

e. The Property Owner hereby certifies to the City that:

(1) the Property Owner is the legal owner of the Property;

(2) the Property Owner is current on mortgage and property tax payments related to the Property;

(3) the Property Owner is not insolvent or in bankruptcy proceedings;

(4) title of the Property is not in dispute;

(5) the amount of the Assessment plus any other existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the Property as completed or stabilized, as determined by a qualified appraiser in an appraisal report completed no more than twelve (12) months prior to the date on which the application was submitted; and

(6) if the Project constitutes a retrofit of existing property, the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted; and

(7) if the Project constitutes new construction, the amount of the Assessment does not exceed thirty-five percent (35%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted.

Section 4. Collection of Assessment; Assignment of Rights; Private Foreclosure.

a. The Assessment installments shall be collected in the manner specified in the Program Guidebook.

b. The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The parties hereby acknowledge and agree that in the event an Assessment installment is not received by the due date as indicated in the Assessment schedule, the Capital Provider may enforce the lien as provided in the Act, in the same manner as that of a deed of trust, pursuant to Title 45, Chapter 15, Idaho Code, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

Section 5. Term; Agreement Runs with the Land.

a. Except as may otherwise be set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City at the direction of the Credit Provider shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the lien. The lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

b. The balance of the lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property, or any other foreclosure of an indebtedness on the Property.

c. While any portion of the Assessment remains unpaid, the Property shall not be subdivided without the Capital Provider's prior written consent. In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of relative valuation at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

d. The Property Owner hereby acknowledges and agrees that this Agreement constitutes written notice that the Property Owner may be responsible for the payment of any remaining principal balance of the Assessment upon the refinance or sale of the Property unless the remaining principal balance is assumed by the acquiring property owner.

Section 6. Assignment of Assessment Billing, and Collection to Capital Provider. In accordance with Idaho Code § 67-3808(4):

a. The City shall, pursuant to an Assignment of Notice of Assessment Interest and lien and Assignment of Assessment Agreement ("Notice of Assignment"), delegate to the Capital Provider the sole responsibility for billing, collecting and enforcing the Assessment and the lien.

b. Delinquencies Private Foreclosure. After one (1) year from the date of any delinquency related to the Assessment, the Capital Provider shall enforce any delinquent Assessment installment as provided in the Act, in the same manner as a deed of trust, provided that any sale proceeds in excess of the amount of the overdue Assessment installment and related penalties and interest will be distributed by the Capital Provider in accordance with applicable law governing distribution of proceeds following the foreclosure of a deed of trust.

Section 7. Recordation of Documents. The City shall cause to be recorded, or will delegate to the Capital Provider to record, in the Kootenai County Recorder's Office the Notice of Assessment, which includes this Agreement as an attachment, the Notice of Assignment, and such other documents that are attached as Exhibits to this Agreement.

Section 8. Amendment.

a. This Agreement may be modified only by the written agreement of the City and the Property Owner, or any successor or assign of the parties.

b. The Property Owner agrees, from time to time, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, the Property Owner, and their respective successors and assigns; Provided, however, that the City may not assign its rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a foreclosure with respect to the lien or the right to enforce the collection of the Assessment or any Assessment installment against the Property.

Section 10. No Liability of the City. Pursuant to the Act, so long as the City complies in good faith with the Act, the C-PACE Resolution, and its obligations under this Agreement, the City shall incur no liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, and officers of the City be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Agreement. This provision shall inure only to the City, its governing body, employees, and officers, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. The Property Owner agrees to defend, indemnify, and hold the City, its governing body, employees, agents, and contractors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with this Agreement, the Approved Project, the Assessment, and the lien. The Property Owner's duty to indemnify the City shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the City, its governing body, employees, agents, or contractors. The

Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents, and representatives harmless hereunder in the same manner provided in the Financing Agreement.

Section 12. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the state of Idaho. Any legal action brought under this Agreement must be instituted in the District Court of the State of Idaho, in and for the County of Kootenai.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the City of Coeur d'Alene and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE:

By: _____
Woody McEvers, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

PROPERTY OWNER:

By:_____
Its:_____

CITY'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

PROPERTY OWNER'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

[To be inserted]

EXHIBIT B

LIST OF QUALIFIED IMPROVEMENTS

[To be inserted]

EXHIBIT C

FINANCING AGREEMENT

[to be inserted]

EXHIBIT D

ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	**Total Payment Due**
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

EXHIBIT E

NOTICE OF ASSESSMENT INTEREST and C-PACE LIEN

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	**City of Coeur d'Alene, Idaho**
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBITS C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By:_____
_____, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By:_____
_____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

ASSESSMENT AGREEMENT

[see attached]

NOTICE OF ASSESSMENT AND C-PACE LIEN FORM 3

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE, IDAHO

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner(s) named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Coeur d'Alene
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBIT C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By:_____
_____, Mayor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By:_____
_____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

ASSESSMENT AGREEMENT

[see attached]

ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT FORM 4

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE, IDAHO
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT

This ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT (the "Assignment") is dated the ____ day of _____, 20__ by **the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, (the "Assignor") to _____, a _____ corporation, (the "Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment and C-PACE Lien, dated as of [_____], 20__, by [_____] ("Property Owner") and Assignor, recorded on [_____], 20__ as Instrument No. _____ in the office of the Kootenai County Recorder, State of Idaho (the "Notice of Assessment Interest"), and the Assessment Agreement dated as of [_____], 20__ (the "Assessment Agreement"), among Property Owner, Assignee and Assignor and attached to such Notice of Assessment Interest, together with the obligations secured by the C-PACE Lien (as such term is as defined in the Assessment Agreement) and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement, the Notice of Assessment Interest and the C-PACE Lien, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith.

Consistent with Idaho Code § 67-3808(4), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for the billing and collection of the Assessment and for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACE Lien in accordance with Chapter 15 of Title 45, Idaho Code. Assignor shall have no obligation to pursue such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the foreclosure under Chapter 15 of Title 45, Idaho Code, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing. The Assignee may assign any or all of its rights under the Assessment Agreement without the consent of Assignor or the Property Owner, provided that the Assignee provides notice of the assignment to the Assignor and the Property Owner.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CITY OF COEUR D'ALENE

By:_____
Name: _____
Title: Mayor

ATTEST:

_____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

[CAPITAL PROVIDER]

By:_____
Name: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION FORM 5

CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION

Property Owner:

Property Address: _____

C-PACE application approval date:

C-PACE financing closing date: _____

I am an authorized representative of the Property Owner listed above and hereby certify that the Project under the above-approved C-PACE Application, attached as Exhibit "A" hereto, has been properly completed and all improvements are operating as intended.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

EXHIBIT A

C-PACE APPLICATION

[See attached]

MORTGAGE HOLDER CONSENT
FORM 6

MORTGAGE HOLDER CONSENT

Date: _____

Mortgage Holder:
BANK NAME: _____
BANK ADDRESS: _____
BANK CITY, STATE, ZIP: _____
PHONE NUMBER: _____
Loan Number(s): _____

Property Owner and Mailing Address:
OWNER NAME: _____
OWNER ADDRESS: _____
OWNER CITY, STATE, ZIP: _____

Property (as more particularly described in the attached Exhibit A):
PROPERTY ADDRESS: _____
PROPERTY CITY, STATE, ZIP: _____

Recording Information: [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent ("Consent") by the undersigned entity (the "Mortgage Holder") with respect to the above-referenced loan(s) (the "Loan") secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to $[_____] through the levy of a contractual assessment (the "Assessment") pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the "Act") in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed capital expenditure ("C-PACE") program ("Program") authorized by the City of Coeur d'Alene in which the Property is located pursuant to the Act. Pursuant to the Program, the Property Owner agrees to the levying of the Assessment against the Property that will be collected in installments. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Assessment shall be limited to the collection of the amount then currently due with respect to the Assessment, including past-due interest, past-due fees, and costs of collection as permitted under the Act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges and consents to the Assessment in the amount set forth above; (ii) agrees that the Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iii) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

The undersigned hereby represents that he/she is an officer authorized to execute and deliver this Consent on behalf of Mortgage Holder.

[MORTGAGE HOLDER]:

By _____(SEAL)
Name _____
Title _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits
FORM 7

C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits

I, the undersigned, have reviewed the Project and hereby certify the following information with respect to the proposed Qualified Improvements described in the project proposal (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model):

Please describe: _____

_____

_____

_____ (Use additional sheets if necessary.)

I CERTIFY THAT THE PROPOSED QUALIFIED IMPROVEMENTS PROVIDE THE FOLLOWING BENEFITS TO THE PUBLIC FOR THE FOLLOWING REASONS *(please check all that apply; use additional sheets if necessary)***:**

____ Energy or water resource conservation
Please describe:_____

____ Reduced public health costs or risk
Please describe:_____

____ Reduced public emergency response cost or risk
Please describe:_____

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

CERTIFICATE OF QUALIFIED IMPROVEMENTS FORM 8

CERTIFICATE OF QUALIFIED IMPROVEMENTS
Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts with respect to the proposed Qualified Improvements described in the project proposal:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below.

2. If applicable: I am accredited by or belong to a firm with an accreditation from (*please denote with an "X" or checkmark, and attach verification of professional accreditation*):

   ___ Building Energy Assessment Professional (BEAP)
   ___ Building Energy Modeling Professional (BEMP)
   ___ Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE)
   ___ Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE])
   ___ Certified Energy Manager (CEM) (offered by AEE)
   ___ Certified FORTIFIED Commercial™ Evaluator (offered by IBHS)
   ___ Certified GeoExchange Designer (CGD)
   ___ Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE)
   ___ Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization)
   ___ Investor Confidence Project (ICP) Quality Assurance Assessor
   ___ Investor Confidence Project (ICP) Project Developer
   ___ LEED Accredited Professional
   ___ Licensed Architect
   ___ Water Quality Association Professional Certification
   ___ North American Board of Certified Energy Practitioners (NABCEP) (*for solar PV only, a design specialist certification is acceptable*)

3. The application is for:
   ___ an existing building
   ___ new construction

4. Please describe your relationship to the project:
   ____ I am employed by the project applicant in my professional capacity
   ____ I am a contracted independent third-party reviewer

5. I reviewed the following information regarding the project (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model)
   Please describe:_____

6. The project proposal includes "Qualified Improvements", as defined in Section 67-3803(11) of the Commercial Property Assessed Capital Expenditure Act, Chapter 38 of Title 67, Idaho Code and the Program Guidebook, and the estimated useful life of each Qualified Improvement (*please attach*).

7. The Qualified Improvements will be permanently affixed to the property.

FOR AN EXISTING BUILDING

I CERTIFY *(please check all that apply)***:**

☐ I am the author of the energy analysis (*please attach*). The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water or the addition of renewable sources of energy or water.

☐ The Qualified Improvements will result in (a) improved water or wastewater resilience, which may include, without limitation, flood mitigation, stormwater management and storm retrofits, or (b) increased wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact.
If other, please specify:
_____

FOR NEW CONSTRUCTION

I CERTIFY:

☐ The proposed Qualified Improvements will enable the subject property's project to exceed the energy efficiency, water efficiency, renewable energy or renewable water requirements of the jurisdiction's current building code, or meet or exceed the resilience standards of the jurisdiction's current building code or, if none is available, a nationally available and recognized resiliency standard.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

IF APPLICABLE
License No. _____

Stamp: _____

ATTACHMENTS

(*Please denote using an "X" or checkmark, and attach to this Certificate of Compliance*)
___ verification of accreditation (*if applicable*):

_____

___ project proposal with list of estimated useful life of Qualified Improvements

___ energy analysis (*if applicable*)

___ other (*please specify*):
_____

___ other (*please specify*):
_____