



BULK FUEL REVOLVING LOAN FUND

(AS 42.45.250)

Loan Application

Alaska Energy Authority
Rural Energy Programs

Mailing Address:

**813 W Northern Lights Blvd.
Anchorage, Alaska 99503**

Phone: (907) 771-3000

Toll Free #: 1-888-300-8534

FAX: (907) 771-3044

**ALASKA ENERGY AUTHORITY
BULK FUEL LOAN
PROGRAM INFORMATION**

Applicants are considered on a "first come, first served" basis determined by the date of receipt of a complete application. The loans are for the purchase of new fuel; therefore, it is advisable for communities to submit their application well in advance of the anticipated fuel delivery date.

Purpose of Bulk Fuel Revolving Loan Fund:

- Assist communities, utilities or fuel retailers in small rural communities in purchasing emergency, semi-annual or annual bulk fuel supplies. Loans are for the purchase of new fuel. Loans will **not** be provided for fuel already purchased, in the process of being used or already consumed.

Who is Eligible to apply?

- An organized municipality or unincorporated village with a population under 2,000 people.
- A person, including private individuals, corporations and cooperatives, with a written endorsement from the governing body of each community for which the fuel will be used.

Bulk Fuel Loan funds may be used for:

- Municipal electrical power generators, municipal heavy equipment.
- Heating fuel for the municipality, residents, and businesses.
- Municipal, business and residential motor vehicles and for subsistence purposes.

Generally, the purchase of aviation fuel and other non-fuel related supplies are **not** covered under an AEA Bulk Fuel Loan. Loan proceeds may **not** be used to subsidize a business or to make a profit unless the profit is used to purchase additional community fuel supplies.

Amount:

- Maximum loan amount per fiscal year (July 1 – June 30) is \$750,000.00 per borrower or up to \$1.8 million for cooperative organizations representing more than 1 community (\$750,000 multiplied by the number of communities).
- Cannot exceed 90% of the wholesale price of the fuel plus the cost of fuel transportation.

Fees:

- A non-refundable \$25 application fee is required at the time of the submission of the application.
- A 1/2% origination fee of the total loan amount is charged at the time the loan is disbursed. *Example: If the loan is approved for \$100,000; then \$500 will be the origination fee and \$99,500 is available for the fuel vendor.*

Interest Rate & Term:

- No interest is charged on the first Bulk Fuel Loan.
- Generally 5% is charged on the second Bulk Fuel Loan.
- The third and subsequent bulk fuel loans are charged an interest rate equal to the average weekly yield of municipal bonds for the 12 months preceding the date of the loan.
- The loan will be repaid within one year or less and generally the term is nine (9) equal monthly installments.

How to submit application:

It is advisable to submit application by fax or email for AEA to check for completeness before sending the originals thru the mail. However, this does not guarantee that additional information will not be needed prior to loan approval. *Note: AEA must have documents with original signatures prior to disbursing funds.*

- Fax to (907) 771-3044 OR email to loan.servicing@aidea.org
- Mail original application to: Alaska Energy Authority
813 W. Northern Lights Blvd.
Anchorage, Alaska 99503

Borrower responsibilities after loan commitment is issued:

**ALL of these items must be done before AEA can disburse funds to the fuel vendor.*

- Submit copy of final approved invoice(s) to AEA.
- Remit minimum of 10% of invoice cost of fuel & transportation charges to vendor. (Note: 10% of invoice, not quote)
- Pay off any outstanding AEA Bulk Fuel loan.
- Complete all other conditions noted on commitment letter by the date stated.

**ALASKA ENERGY AUTHORITY
BULK FUEL LOAN
APPLICATION CHECKLIST**

Use this checklist to ensure all required information is included in your loan packet. **Your application will not be processed until it is complete.** Please keep a copy of the entire completed application (including attachments) for future reference.

- _____ 1. **\$25.00 non-refundable Application Fee:** Check or money order made payable to Alaska Energy Authority.
- _____ 2. **Application and Letter of Intent (pages 1-4):** Complete all items, sign and date where indicated. NOTE: Amount of “*loan not to exceed*” on page 1 needs to be used throughout the entire application.
- _____ 3. **Bulk Fuel Loan Agreement (pages 5-6):** “*Not to exceed amount*” must be the same for all blanks and must be the same as the amount listed on page 1 of the application. Sign and notarize. (Sample attached.)
- _____ 4. **Bulk Fuel Promissory Note (page 7):** Shaded areas will be completed by Alaska Energy Authority after funds are disbursed. Document will not be accepted if shaded areas are filled in. “*Principal sum, not to exceed...*” must be the same as page 1 of the application. Sign and notarize. (Sample attached.)
- _____ 5. **Waiver of Sovereign Immunity (page 8):** *To be filled out only if applicant is a traditional or IRA council.* Amount must equal amount listed on page 1 of the application. Sign and notarize. (Sample attached.)
- _____ 6. **Borrowing Resolution (page 9):** A Borrowing Resolution is needed for each person authorized to sign the Letter of Intent, Loan Agreement, Promissory Note, and Waiver of Sovereign Immunity (if applicable). Sign and notarize.
- _____ 7. **Bulk Fuel Facilities Questionnaire (pages 10-11):** This information is used to determine the condition of the applicant’s fuel tanks. Photographs may be attached.
- _____ 8. **Written Endorsement:** Required for an applicant that is a PRIVATE INDIVIDUAL OR CORPORATION. This endorsement letter must be signed and notarized by the recognized governing body of the community for which the fuel supplies will be used. The endorsement letter must be on the community’s governing body’s letterhead. (Sample attached.)
- _____ 9. **Financial Statements:** ALL applicants are REQUIRED to submit current financial information. This information is very important in determining the applicant’s ability to repay the loan. The financial statement MUST be one of the following:
 - a. Current Income Statement (within 6 months) showing applicant’s revenues and expenditures.
 - b. Current Balance Sheet (within 6 months) showing applicant’s assets and liabilities.
 - c. Income tax returns

Note: Payroll tax returns, check registers, and bank statements are NOT acceptable substitutes.

ALASKA ENERGY AUTHORITY

BULK FUEL LOAN
LOAN AGREEMENT
(AS 42.45.250)

This agreement is made this 1st day of MAY, 20 11, By and between the Alaska Energy Authority ("Lender") and MY FUEL SERVICES, INC. ("Borrower").

1. The Lender, subject to the terms and conditions set forth in this agreement, agrees to loan an amount of money not to exceed \$ 100,000 to Borrower to enable it to purchase an emergency or annual fuel supply, including necessary transportation costs, for use in the village of ANYTOWN.
2. Borrower agrees to use the proceeds of the loan only for purchasing emergency or annual fuel supply and paying for the necessary transportation costs of the fuel to the village of ANYTOWN. Borrower further agrees that it will obtain approval for the transportation costs from Lender before incurring them and before using the proceeds of the loan to pay for them.
3. **Borrower agrees that it will not use the proceeds of the loan to:**
 - (a) **Purchase aviation gas, unless the Borrower certified in writing that aviation gas will be used only for local ground transportation, such as snow machines and outboard motors;**
 - (b) **Subsidize a business; or**
 - (c) **Make a profit unless the profits are used to purchase additional community fuel supplies.**
4. Borrower further agrees that, before the Lender loans money to the borrower under this Agreement:
 - (a) The Borrower will provide information satisfactory in content and quality to the Lender on the following:
 - (1) the reason for the fuel shortage or need for assistance; and
 - (2) the types of fuel and the quantity of fuel required as determined from a survey of the community.
 - (b) The Borrower will submit to the Lender information about the shortage of fuel, the bulk storage available for fuel, the resale cost of the fuel in the community, and other fuel-related information requested by the Lender.
 - (c) The Borrower will submit to the Lender a resolution of the governing body of the community, in the form attached, authorizing the Borrower to enter into and execute this Agreement, a promissory note evidencing the loan, and such other documents as the Lender may require. The resolution will authorize the Borrower to borrow from the Lender an amount not to exceed \$ 100,000 and will further authorize completion of the note as described in paragraph 5, below.
5. The Borrower hereby authorizes the Lender to fill in the blanks in the attached Promissory Note with:
 - (1) the amount of the principal sum once that amount is determined, but not to exceed \$ 100,000,
 - (2) the date interest will begin to accrue on the loan, and
 - (3) the rate of interest that will be charged on the loan.Lender may modify the terms of the Promissory Note, without the written consent of the Borrower, to accommodate additional advances under the agreed upon amount, however such advances will not exceed the maximum amount as stated in the Loan Agreement and Promissory Note. The Lender will send to the Borrower, by certified mail with return receipt requested, a copy of the completed Promissory Note and Loan Agreement.
6. The Borrower agrees to secure this loan with its fuel revenues and other legally available monies.
7. The Borrower agrees to repay the loan over a period of no longer than one year pursuant to the terms of the Promissory Note, to provide the collateral for the loan that the Lender may require, and to execute documents and to take action as the Lender may require in connection with the loan and the securing of the loan with collateral.

ALASKA ENERGY AUTHORITY
BULK FUEL LOAN
LOAN AGREEMENT (Continued)
(AS 42.45.250)

8. Under this Agreement, if a payment is not received by the Alaska Energy Authority when due (a "default") and if the payment is not made prior to the due date of the next payment, the entire unpaid sum shall at once become due and payable at the option of the Lender. Failure to exercise this option shall not constitute a waiver of the right to exercise the same option in the event of any subsequent default. If any suit or action is instituted to collect under this Agreement, the Undersigned promises and agrees to pay, in addition to the costs and disbursements provided by statute, a reasonable sum as attorney fees in such suit or action.
9. The borrower agrees that no person or persons shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the use of this loan.
10. This Agreement shall be governed by the laws of the State of Alaska. All disputes or claims arising under this agreement will be brought in the Superior Court, State of Alaska, Third Judicial District at Anchorage.
11. The Parties hereto have executed this Agreement as of the date above written.

LENDER

ALASKA ENERGY AUTHORITY

BORROWER (name)

MY FUEL SERVICES, INC.

By: _____

By: John Henry

Printed Name: _____

Printed Name: JOHN HENRY

Title: _____

Title: MANAGER

STATE OF ALASKA)

) SS.

_____ JUDICIAL DISTRICT)

The foregoing Agreement was acknowledged before me this 1st day of MAY, 2011, by (name of person signing above) John Henry, the MANAGER of MY FUEL SERVICES, INC., an Alaskan corporation.

Postmaster

Notary Public, State of Alaska

My Commission expires 1-30-15



ALASKA ENERGY AUTHORITY

BULK FUEL LOAN
PROMISSORY NOTE
(AS 42.45.250)

(SHADED AREAS TO BE COMPLETED BY ALASKA ENERGY AUTHORITY)

NOTE: Under the provisions of paragraph 5 of the Bulk Fuel Loan Agreement, executed between the Undersigned and the Alaska Energy Authority on MAY 1, 2011, the Alaska Energy Authority is authorized to complete certain terms in this Promissory Note. Please refer to the Agreement.

For value received, the Undersigned MY FUEL SERVICES, INC. promises to pay to the order of the Alaska Energy Authority, 813 W. Northern Lights Blvd., Anchorage, Alaska 99503, or at any other place the holder of this Note may direct in writing, the principal sum of (to be completed by the Alaska Energy Authority) \$ _____ with interest from (to be completed by the Alaska Energy Authority) _____, 20 _____, at the rate of (to be completed by the Alaska Energy Authority) _____ (%) per annum on the unpaid balance. Interest will begin on the date the funds are actually disbursed, and the Undersigned authorizes the Alaska Energy Authority to insert that date on this Note. The Undersigned hereby authorizes the Alaska Energy Authority to fill in the blank in the preceding sentence with the amount of the principal sum, *not to exceed* (to be completed by the Undersigned) \$ 100,000 when that amount is finally determined. The Alaska Energy Authority is authorized to mail a copy of the executed Note by certified mail, return receipt requested, to the Undersigned located at the following address (to be completed by the Undersigned) P.O. Box 123 ANYTOWN, Alaska, upon its completion.

The principal and interest shall be due and payable in (to be completed by the Alaska Energy Authority) _____ () equal installments of (to be completed by the Alaska Energy Authority) \$ _____ inclusive of principal and interest, paid commencing on (to be completed by the Alaska Energy Authority) _____, 20 _____, and monthly thereafter until the balance is paid in full.

The Undersigned hereby waives demand, protest, and notice of demand, protest of non-payment, and expressly agrees that this Note or any payment hereunder may be extended from time to time, and consents to the acceptance of security or further security, including other types of security, all without in any way affecting the liability of the Undersigned. This Note shall be governed by the laws of the State of Alaska.

Dated at ANYTOWN, Alaska this 1st day of May, 20 11.

MY FUEL SERVICES, INC.
(Borrower)

By John Henry
(Signature)
JOHN HENRY
(Printed Name and Title)

STATE OF ALASKA)
) SS.
_____ JUDICIAL DISTRICT)

The foregoing Agreement was acknowledged before me this 1st day of MAY, 20 11, by (name of person signing above) JOHN HENRY, the MANAGER of (name of corporation) MY FUEL SERVICES, INC., an Alaskan corporation.



Post Master
Notary Public, State of Alaska
My Commission expires 11-30-11

ALASKA ENERGY AUTHORITY

BULK FUEL LOAN
BORROWING RESOLUTION

**Individual(s) authorized to sign Letter of Intent, Loan Agreement, Promissory Note, & (if applicable) Waiver of Sovereign Immunity)*

RESOLUTION NO. 0311-1 DATE May 1, 2011

BE IT RESOLVED, that (borrower) MY FUEL SERVICES, INC.

is authorized to borrow from the Alaska Energy Authority, for the purpose of purchasing bulk fuel, a sum not to exceed \$ 100,000 and the following named person(s) JOHN HENRY is authorized to execute any and all documents which may be required by the Alaska Energy Authority to reflect that indebtedness, the terms of its repayment, and any security therefore, including but not limited to a loan agreement and a promissory note (including a promissory note whose principal sum the Alaska Energy Authority is authorized to complete upon determination of the principal sum of the loan), and an energy information sheet.

The foregoing resolution was duly adopted at a duly convened meeting of (name of borrower):

MY FUEL SERVICES, INC.

on 1st day of May, 2011.

FRANK BEANS
(Authorized Signature)

President
(Title)

STATE OF ALASKA)
JUDICIAL DISTRICT) ss.

This instrument was acknowledged before me this 1st day of May, 2011 by (name of person signing above) FRANK BEANS, the PRESIDENT of MY FUEL SERVICES, INC., on its behalf, with its authority, and as a free act.

Postmaster
Notary Public, State of Alaska

My Commission expires 11-30-11



Must be on Community's Governing Body's Letterhead

(Current Date)

Alaska Energy Authority
Rural Energy Programs
813 W Northern Lights
Anchorage, AK 99503

Subject: Letter of Endorsement
Bulk Fuel Revolving Loan Fund (name of Borrower)

Dear Sirs:

The (name of community's governing body), hereby designates (name of Borrower) as the borrower for the Bulk Fuel Revolving Loan program for FY 11 in the amount of \$ 100,000, and endorses their application for a bulk fuel loan from the Alaska Energy Authority.

I am fully aware that by making such an endorsement, the (name of City or Village Council) is vouching for the credit worthiness of the borrower, as well as to the community's need for state financing to purchase its fuel supply. I realize that the Alaska Energy Authority relies heavily on the local knowledge that a municipality should have, and that endorsement of a potential borrower should be given by a municipality only after serious consideration of their ability to repay the loan has been determined.

Sincerely,

Jane Doe

(Mayor of City/President of Council)

STATE OF ALASKA)
)ss.
 JUDICIAL DISTRICT)

The foregoing Agreement was acknowledged before me this 1st day of May, 2011, by Jane Doe, the Mayor of ANYTOWN.



Postmaster
Notary Public, State of Alaska
My commission expires: 11-30-11

**ALASKA ENERGY AUTHORITY
BULK FUEL LOAN
APPLICATION**

Name of Applicant		Date of Application
Contact Person: Name (Last, First, M.I.) *		Title:
*The contact person is that individual who is authorized to be responsible for the loan on behalf of the applicant.		
Mailing Address: Street/P.O. Box		Telephone Number:
City/State	Zip Code	Fax Number:
Email Address:	Preferred method of contact: Phone <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/>	
Describe village location and how isolated		Population:

I/We hereby apply for a loan not to exceed \$ _____ *Note: This amount includes a 1/2% origination fee.*

BULK FUEL INFORMATION

Type of Fuel Needed	Est. Delivery Date	Quantity	Cost Per Gallon	Transportation	Total <small>(QTY x Cost per Gallon)</small>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total					

Total Capacity of Tanks used by applicant:		
Owner _____	Owner _____	Owner _____
Heating Oil _____ Gal.	Heating Oil _____ Gal.	Heating Oil _____ Gal.
Gasoline _____ Gal.	Gasoline _____ Gal.	Gasoline _____ Gal.

Fuel Supply Information:	Heating Oil	Gasoline
When do you usually receive fuel deliveries?	_____	_____
How is the fuel delivered?	_____	_____

Name of Fuel Supplier	Contact Name
	Supplier's Telephone Number

Would you like Alaska Energy Authority to provide a copy of your commitment letter to your fuel supplier?

Yes _____ No* _____ **If "No" is selected, only the amount committed will be provided to the fuel supplier.*

**ALASKA ENERGY AUTHORITY
BULK FUEL LOAN
APPLICATION (Continued)**

How have you financed your bulk fuel purchases for the past three years? Please complete the table below.						
Date	Paid cash?	Loan?	Loan in Name of (if applicable)	Financed thru (AEA, Bank, etc.)	Amount	Current Balance

I certify under penalty of perjury that all of the information contained in this application and any attachments to it is true, accurate and complete. I am aware that the maximum penalty for perjury, a Class B felony under AS 11.56.200(c), is a fine of up to \$50,000 (AS 12.55.035(b)(2)) and imprisonment for up to 10 years (AS 12.55.125(d)).

I agree that if any information contained in this application and attachments is false, inaccurate or incomplete, the Alaska Energy Authority will deny the application. I also agree that if I receive a loan based on this application and attachments and any information contained in this application and attachments is later determined to be false, inaccurate or incomplete, then the loan will be canceled and I will be immediately liable to repay the total I owe. I further agree that if any application submitted to the Alaska Energy Authority is denied or if a loan that has been made is canceled due to false, inaccurate, or incomplete information, I will no longer be eligible for any future benefits under the Bulk Fuel Loan Program.

I authorize the Alaska Energy Authority to contact our fuel vendor and authorize our fuel vendor to disseminate information to Alaska Energy Authority, including but not limited to, amount and terms of any monies owing, information on financing of any portion of current fuel order contemplated under this application, and additionally authorize our fuel vendor to deliver to the Alaska Energy Authority, a fully executed copy of any written agreements, including all attachments and/or exhibits, that may exist between applicant and fuel vendor.

(Date)

(Authorized Signature)

(Title)

**ALASKA ENERGY AUTHORITY
BULK FUEL LOAN
LETTER OF INTENT**

1. USE OF LOAN FUNDS:

Purchase Bulk Fuel	\$ _____	+
Fuel Transportation	\$ _____	+
Other (explain)	\$ _____	+
Total Loan Amount	\$ _____	= <i>(Amount of loan requested on page 1)</i>

2. WHERE/HOW WILL FUEL BE USED? Check all boxes that apply.

Fuel will be used for: Electric Power Generator (Municipal)

Municipal Heavy Equipment

Heating Fuel (Municipal Use)

Heating Fuel (Residential/Business Use)

Motor Vehicles (Municipal Use)

Motor Vehicles (Residents/Businesses)

Other (Describe): _____

3. WHY DO YOU NEED A LOAN TO PURCHASE FUEL?

4. WHAT SOURCES OF INCOME WILL YOU USE TO REPAY THIS LOAN, IF APPROVED? (Examples: Fuel Sales, Revenue Sharing Funds, etc.)

5. HOW WILL YOU PAY FOR THE REQUIRED 10% OF THE TOTAL FUEL COST? Describe, in detail, WHERE the funds will come from (which accounts, etc.)

Note: The Bulk Fuel Revolving Loan Fund will only finance up to 90 percent of the total fuel cost, up to \$750,000):

**ALASKA ENERGY AUTHORITY
BULK FUEL LOAN
LETTER OF INTENT (Continued)**

6. RESALE PRICE OF FUEL

Do you provide fuel directly to local residents and businesses? Yes* _____ No** _____

* If 'Yes', do you charge users for fuel you provide? Yes _____ No** _____

** If 'No', skip down to Section 7 at the bottom of this page.

Remember that proceeds from this loan **MAY NOT** be used to subsidize a business or to make a profit *unless* the profit is used to purchase additional community fuel supplies. If you do charge for fuel, use this worksheet to list the per gallon costs INCLUDED in the TOTAL price per gallon you charge users:

DIESEL FUEL:

Costs included in per gallon charge:

- Fuel cost (from fuel vendor): \$ _____/gallon (fuel cost including taxes & delivery to community)
- Delivery to village/community \$ _____/gallon (if paid separately)
- Local delivery charge: \$ _____/gallon (pumping charge)
- Other Costs (if any): [Municipalities/Village Councils may request assistance from their regional DCCED office in calculating other costs related to fuel purchase/delivery]
 _____ \$ _____/gallon
 _____ \$ _____/gallon
 _____ \$ _____/gallon

TOTAL PRICE CHARGED FOR DIESEL: \$ _____/gallon

MOTOR FUEL: (Non-Aviation):

Costs included in per gallon charge:

- Fuel Supplier's Charge: \$ _____/gallon (fuel cost including taxes & delivery to community)
- Delivery to village/community \$ _____/gallon (if paid separately)
- Local delivery charge: \$ _____/gallon (pumping charge)
- Other Costs (if any): [Municipalities/Village Councils may request assistance from their regional DCCED office in calculating other costs related to fuel purchase/delivery]
 _____ \$ _____/gallon
 _____ \$ _____/gallon
 _____ \$ _____/gallon

TOTAL PRICE CHARGED FOR MOTOR FUEL \$ _____/gallon

7. Applicant's SIGNATURE: _____ **DATE:** _____
 (Authorized Signature)

Name (printed/typed): _____ **Title:** _____

ALASKA ENERGY AUTHORITY

BULK FUEL LOAN
LOAN AGREEMENT
(AS 42.45.250)

This agreement is made this _____ day of _____, 20 ____, by and between the Alaska Energy Authority ("Lender") and _____ ("Borrower").

1. The Lender, subject to the terms and conditions set forth in this agreement, agrees to loan an amount of money not to exceed \$_____ to Borrower to enable it to purchase an emergency or annual fuel supply, including necessary transportation costs, for use in the village of _____.
2. Borrower agrees to use the proceeds of the loan only for purchasing emergency or annual fuel supply and paying for the necessary transportation costs of the fuel to the village of _____. Borrower further agrees that it will obtain approval for the transportation costs from Lender before incurring them and before using the proceeds of the loan to pay for them.
3. **Borrower agrees that it will not use the proceeds of the loan to:**
 - (a) **Purchase aviation gas, unless the Borrower certified in writing that aviation gas will be used only for local ground transportation, such as snow machines and outboard motors;**
 - (b) **Subsidize a business; or**
 - (c) **Make a profit unless the profits are used to purchase additional community fuel supplies.**
4. Borrower further agrees that, before the Lender loans money to the borrower under this Agreement:
 - (a) The Borrower will provide information satisfactory in content and quality to the Lender on the following:
 - (1) the reason for the fuel shortage or need for assistance; and
 - (2) the types of fuel and the quantity of fuel required as determined from a survey of the community.
 - (b) The Borrower will submit to the Lender information about the shortage of fuel, the bulk storage available for fuel, the resale cost of the fuel in the community, and other fuel-related information requested by the Lender.
 - (c) The Borrower will submit to the Lender a resolution of the governing body of the community, in the form attached, authorizing the Borrower to enter into and execute this Agreement, a promissory note evidencing the loan, and such other documents as the Lender may require. The resolution will authorize the Borrower to borrow from the Lender an amount not to exceed \$_____ and will further authorize completion of the note as described in paragraph 5, below.
5. The Borrower hereby authorizes the Lender to fill in the blanks in the attached Promissory Note with:
 - (1) the amount of the principal sum once that amount is determined, but not to exceed \$_____;
 - (2) the date interest will begin to accrue on the loan, and
 - (3) the rate of interest that will be charged on the loan.Lender may modify the terms of the Promissory Note, without the written consent of the Borrower, to accommodate additional advances under the agreed upon amount, however such advances will not exceed the maximum amount as stated in the Loan Agreement and Promissory Note. The Lender will send to the Borrower, by certified mail with return receipt requested, a copy of the completed Promissory Note and Loan Agreement.
6. The Borrower agrees to secure this loan with its fuel revenues and other legally available monies.
7. The Borrower agrees to repay the loan over a period of no longer than one year pursuant to the terms of the Promissory Note, to provide the collateral for the loan that the Lender may require, and to execute documents and to take action as the Lender may require in connection with the loan and the securing of the loan with collateral.

ALASKA ENERGY AUTHORITY

BULK FUEL LOAN
PROMISSORY NOTE
(AS 42.45.250)

{SHADED AREAS TO BE COMPLETED BY ALASKA ENERGY AUTHORITY}

NOTE: Under the provisions of paragraph 5 of the Bulk Fuel Loan Agreement, executed between the Undersigned and the Alaska Energy Authority on _____, 20____, the Alaska Energy Authority is authorized to complete certain terms in this Promissory Note. Please refer to the Agreement.

For value received, the Undersigned _____ promises to pay to the order of the Alaska Energy Authority, 813 W. Northern Lights Blvd., Anchorage, Alaska 99503, or at any other place the holder of this Note may direct in writing, the principal sum of (to be completed by the Alaska Energy Authority) \$ _____ with interest from (to be completed by the Alaska Energy Authority) _____, 20____, at the rate of (to be completed by the Alaska Energy Authority) _____ (____%) per annum on the unpaid balance. Interest will begin on the date the funds are actually disbursed, and the Undersigned authorizes the Alaska Energy Authority to insert that date on this Note. The Undersigned hereby authorizes the Alaska Energy Authority to fill in the blank in the preceding sentence with the amount of the principal sum, *not to exceed* (to be completed by the Undersigned) \$ _____ when that amount is finally determined. The Alaska Energy Authority is authorized to mail a copy of the executed Note by certified mail, return receipt requested, to the Undersigned located at the following address (to be completed by the Undersigned) _____, Alaska, upon its completion.

The principal and interest shall be due and payable in (to be completed by the Alaska Energy Authority) _____ (____) equal installments of (to be completed by the Alaska Energy Authority) \$ _____ inclusive of principal and interest, paid commencing on (to be completed by the Alaska Energy Authority) _____, 20____, and monthly thereafter until the balance is paid in full.

The Undersigned hereby waives demand, protest, and notice of demand, protest of non-payment, and expressly agrees that this Note or any payment hereunder may be extended from time to time, and consents to the acceptance of security or further security, including other types of security, all without in any way affecting the liability of the Undersigned. This Note shall be governed by the laws of the State of Alaska.

Dated at _____, Alaska this _____ day of _____, 20____.

(Borrower)

By _____
(Signature)

(Printed Name and Title)

STATE OF ALASKA)
) SS.
_____) JUDICIAL DISTRICT)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____, by (name of person signing above) _____, the _____ of (name of corporation) _____, an Alaskan corporation.

Notary Public, State of Alaska
My Commission expires _____

ALASKA ENERGY AUTHORITY
BULK FUEL LOAN
WAIVER OF SOVEREIGN IMMUNITY RESOLUTION

{NOTE: THIS FORM IS ONLY REQUIRED FOR APPLICANTS WHO ARE A TRADITIONAL OR IRA COUNCIL.}

VILLAGE COUNCIL RESOLUTION NO. _____

DATE _____

WHEREAS, the (traditional or IRA council) _____ is an applicant for a loan in the amount of \$ _____ from the Alaska Energy Authority under AS 42.45.250;

WHEREAS, the Alaska Energy Authority requires as a condition of the loan that an Alaska Native Village waive sovereign immunity from suit for any claims related to the loan.

NOW, THEREFORE, be it resolved that (name of community) _____, an Alaska Native Village, by its council, hereby gives its irrevocable consent to allow (name of community) _____ or its officials, to be sued in the name of (traditional or IRA council) _____, in the courts of the State of Alaska or any other court of competent jurisdiction, for any claims related to the loan and hereby waives any immunity from suit for such purposes, and the (traditional or IRA council) _____, or its officials, shall be liable for such claims. The (traditional or IRA council) _____ also consents to the execution of any judgment obtained pursuant to this waiver of immunity against any property, whether real or personal, including money, in an amount equal to the outstanding balance of the loan, plus accrued interest and legal costs and fees.

The foregoing resolution was duly adopted at a duly convened meeting of _____ this _____ day of _____, 20____.

(Authorized Signature)

(Title)

STATE OF ALASKA)
) SS.
_____ JUDICIAL DISTRICT)

This instrument was acknowledged before me this _____ day of _____, 20____ by (name of officer or agent) _____ of (name of village council acknowledging) _____ a (traditional or IRA council) _____, on behalf of the council, with its authority, and as a free act.

Notary Public, State of Alaska

My Commission expires _____

ALASKA ENERGY AUTHORITY

BULK FUEL LOAN
BORROWING RESOLUTION

**[NOTE: THIS FORM IS REQUIRED FOR INDIVIDUAL(S) AUTHORIZED TO SIGN
LETTER OF INTENT, LOAN AGREEMENT, PROMISSORY NOTE, &
WAIVER OF SOVEREIGN IMMUNITY (IF APPLICABLE)]**

RESOLUTION NO. _____ DATE _____

BE IT RESOLVED, that (borrower) _____

is authorized to borrow from the Alaska Energy Authority, for the purpose of purchasing bulk fuel, a sum not to exceed \$ _____ and the following named person(s) _____ is authorized to execute any and all documents which may be required by the Alaska Energy Authority to reflect that indebtedness, the terms of its repayment, and any security therefore, including but not limited to a loan agreement and a promissory note (including a promissory note whose principal sum the Alaska Energy Authority is authorized to complete upon determination of the principal sum of the loan), and an energy information sheet.

The foregoing resolution was duly adopted at a duly convened meeting of (name of borrower):

on ____ day of _____, 20 ____.

(Authorized Signature)

(Title)

STATE OF ALASKA)
) SS.
JUDICIAL DISTRICT)

This instrument was acknowledged before me this ____ day of _____, 20__ by (name of person signing above) _____, the _____ of _____, on its behalf, with its authority, and as a free act.

Notary Public, State of Alaska

My Commission expires _____

ALASKA ENERGY AUTHORITY
BULK FUEL FACILITIES QUESTIONNAIRE
For Applicants to the Bulk Fuel Revolving Loan Fund

Bulk Fuel Loan Applicant Name: _____

Name of Community: _____ **Date:** _____

Person authorized to fill out Questionnaire: _____ **Title** _____

Phone Number: _____

Instructions:

- **Fill out the information on page 14 for all fuel tanks that will be used to store fuel purchased with the proceeds of your Bulk Fuel Loan.**

- **Please consider fuel tanks grouped together as a single tank farm.**

- **If a fuel tank is more than 50 feet away from any other tanks then consider it a tank farm with only one tank.**

- **If you will be using more than one tank farm, use duplicate copies of the form on page 14 to provide information on each tank farm separately.**

- **If you do not know all the information about some of the tanks, please ask someone in your community or your specialized consultant who is familiar with those tanks.**

- **If photographs of your fuel tanks and pipe joints are available, or easily obtained, please include them with your bulk fuel loan application. Photos will help us make a better evaluation of your tanks.**

- **Please answer the questions as carefully as possible. This information will be used by the Alaska Energy Authority for bulk fuel loan purposes and to determine candidates for evaluation and possible assistance under the Bulk Fuel Assessment Program.**

ALASKA ENERGY AUTHORITY

Fuel Tank Farm Information

Tank Farm Owner(s): _____
 Owner's Address: _____

 Owner's Phone #: _____
 Tank Farm Operator: _____

Does the tank farm have a dike? Yes No
 Does the dike have a plastic liner? Yes No N/A Unknown
 Does the tank farm have a fence? Yes No
 Are any of the fuel tanks buried? Yes No
 Is there a fill pipeline from the shore to the tank farm? Yes No
 Are some or all of the tanks in this tank farm connected to a common header pipe? Yes No N/A
 Is any of the tank piping buried? Yes No
 The condition of the tank piping is: Good Fair Leaking Unknown
 Is this tank farm in compliance with applicable State and Federal regulations? Yes No Unknown
 Is this tank farm insured for property damage and liability? Yes No Unknown

How many other tank farms are in your community? _____

Tank Size (Gallons)	Type of Fuel Stored	Age of Tank (Years)	Tank Condition				
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>
_____	_____	_____	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Leaking <input type="checkbox"/>	Unknown <input type="checkbox"/>

History of fuel leaks from this tank farm during the last 5 years:

<u>Date</u>	<u>Type Fuel</u>	<u>Quantity Spilled</u>	<u>Status of Spill Clean-up</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The fuel stored in this tank farm is used for: (Check all that apply)

_____ Electrical power generation	_____ Heating private facilities
_____ Retail sale	_____ Fuel for public vehicles & equipment
_____ Heating public buildings	_____ Fuel for private vehicles & equipment
_____ Heating school buildings	_____ Other: _____

Comments: _____

