



Memo

To: Mayor and Council

From: Jim Chandler, Assistant CA, Director, Community & Economic Development

CC: Tracey Nicholson, City Administrator
Douglas K. Holland, Chief of Police
Lesley Riddle, Director, Public Works

Date: July 11, 2014

Re: MEA Smart Energy Communities Grant Agreement

The purpose of this memorandum is to provide background information regarding a recently executed grant agreement with the Maryland Energy Administration and request the Mayor and Council appropriate the grant funding.

Background

On June 6, 2014, the City received a grant notification and agreement from the Maryland Energy Administration (MEA) for \$45,000 to fund the acquisition and installation of idling devices for our police vehicles. The grant will fully fund five to six anti-idling devices that will be installed on a limited number of Police Department fleet vehicles, allowing the vehicle computer systems to operate when the vehicle is turned off. The goal of the program is to reduce the fleet's fuel usage, which will contribute to the City achieving its transportation petroleum reduction goal of 20% over the next five years.

MEA notified the City staff and the Mayor during the MML Annual Conference that they required the signed document back by Monday June 16, 2014 in order to obligate the funds prior to the end of the fiscal year.

The City Administrator requested legal advice from the City Attorney regarding signature authority given that Council was not in session and the limited timeframe to submit the signed grant agreement to MEA. The City Attorney advised that the agreement was consistent with adopted City policies and that there was no fiscal obligation for the City.

The City Administrator signed the grant agreement and submitted it to MEA prior to the June 16th deadline.

Staff is recommending that the City Council formally authorize the City Administrator to execute the grant agreement and appropriate the \$45,000 grant in the FY2015 City Budget.

**MARYLAND ENERGY ADMINISTRATION
MARYLAND SMART ENERGY COMMUNITIES GRANT PROGRAM
GRANT AGREEMENT**

hereinafter “the Agreement”

**STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION
60 West Street, Suite 300
Annapolis, Maryland 21401**

hereinafter “MEA”

and

**CITY OF HYATTSVILLE
4310 Gallatin Street
Hyattsville, MD 20781-2050**

hereinafter “Grantee”

PREMISES

The Maryland Energy Administration (MEA) developed and administers the Maryland Smart Energy Communities (MSEC) Grant Program pursuant to the authority provided in Sections 9-2003 and 9-20B-01 *et seq.* of the Maryland Code, State Government Article. The MSEC Grant Program is funded through the Strategic Energy Investment Fund (SEIF). *See* Md. Code, Section 9-20B-05 *et seq.* of the State Government Article.

The purpose of the MSEC Grant Program is to encourage local Maryland governments, including counties and municipalities, to adopt formal policies to encourage energy efficiency, renewable energy development, and/or reduce reliance on petroleum as a fuel for transportation, and to implement projects to achieve the objectives of such policies. MSEC Grant funds may be used both to assist local governments in developing and adopting policies, and then to implement projects to effectuate the objectives of such policies.

During the third quarter of 2013, MEA issued a notice of opportunity for funding through the MSEC Grant Program, inviting both existing MSEC program participants and new potential MSEC program participants to apply for funding under the Program. Grantee submitted an application as an Existing MSEC applicant, asserting that Grantee had previously been approved by MEA as a Program participant, and had either formally adopted at least two out of the three policies required by the Program or was making substantial progress toward formal adoption of such policies. Grantee’s application also proposed a project or projects for funding under the MSEC Program and/or proposed to formally adopt an additional policy or policies. Upon

evaluating the applications received, MEA has determined that Grantee is eligible for an award pursuant to the 2013 notice of funding opportunity. The amount and authorized uses of the Grant Award, as well as terms, conditions, and restrictions, are set forth in this Grant Agreement.

I. Purpose and Scope of the Grant Award

(a) Purpose: The purpose of this Grant Award is to assist the Grantee in the development, adoption and implementation of policies and/or projects to encourage energy efficiency, renewable energy development, and/or reduce reliance on petroleum as a fuel for transportation.

(b) Scope: Grantee submitted an application to MEA proposing certain policies and/or projects designed to achieve the above referenced purposes. MEA has reviewed Grantee's proposed policies and/or projects, and has determined to offer a grant award for the following proposed policies and/or projects, or portions thereof:

- The installation of anti-idling devices on the Grantee's municipal vehicle fleet (\$45,000).

Grantee may not start construction of any project until after it has received a completed and fully executed copy of an MEA MSEC Project Approval form, which is included as Attachment C.

II. Relationship to Previous MSEC Grant Award and Agreement

MEA has determined that Grantee has been previously accepted as a Maryland Smart Energy Community and was awarded certain funding through the MSEC Program based on a previous MSEC Grant Program application and grant agreement between Grantee and MEA. MEA has also determined that Grantee has successfully adopted at least two of the three policies required under the MSEC Program, or is making substantial progress toward formal adoption of such policies. This Grant Agreement does not supersede any currently applicable terms, conditions or requirements of the previous agreement, except to the extent of a conflict between the terms of this Agreement and the previous MSEC grant agreement, in which case the terms of this Agreement shall control.

III. MSEC Program Description

(A) Program Components

The MSEC Grant Program consists of two primary components: (1) Policy Development; and (2) Project Development. Under the Policy Development component, the local jurisdiction is responsible for developing and adopting written policies that promote energy efficiency and conservation, the development of renewable energy resources, and reduce dependency on petroleum as a transportation fuel. These policies must be formally adopted through an official act of the governing body or office of the local jurisdiction, such as the promulgation of a local law, regulation, ordinance, resolution, executive order, or some other official commitment of the local jurisdiction's governing body or office. Under the Project

Development component, the local jurisdiction is responsible for designing and implementing specific Projects approved by MEA that effectuate the policy goals adopted under the Policy component of the Grant Program.

(1) Policy Component-Grantee has previously committed to formally promulgate or issue local laws, regulations, ordinances, resolutions, executive orders, or other similar mechanisms designed to achieve at least two of the three policy goals identified below, and if applicable, has proposed in its application received by December 19, 2013, to adopt an additional policy:

- **Energy efficiency:** Reduce per-square foot electricity consumption of local government buildings by 15% within five years of a baseline year. Establish an electricity consumption Baseline year by estimating total local government building electricity consumption and size in gross square feet. Develop an Energy Reduction Plan (ERP) to document the baseline year energy consumption and a comprehensive program to reduce total electricity use by 15% from Baseline year use.
- **Renewable Energy:** Reduce conventional centralized electricity generation serving local government buildings by meeting 20% of those buildings' electricity demand with distributed, renewable energy generation by 2022. To achieve this goal, estimate total local government building electricity consumption, and develop and initiate a Renewable Energy Action Plan (REAP) to map out how the local government will achieve the renewable energy goal.
- **Transportation Petroleum Reduction:** Reduce the use of petroleum as a transportation fuel for local government vehicles by 20% within five years of a baseline year. Develop a Baseline of fleet efficiency and fuel consumption for all government, on-road vehicles using a gallons of gasoline equivalent basis. Develop and implement a Transportation Petroleum Consumption Reduction Plan to achieve the goal.

(2) Project Component –Grantee has previously committed to designing and implementing specific Projects approved by MEA that are intended to effectuate the policy goals set forth above, and has proposed additional project(s) in its application received by December 19, 2013. Different types of eligible Projects are:

➤ Energy Efficiency:

When determined to be cost effective, energy efficiency retrofits including:

- Installation of insulation
- Installation of efficient lighting
- Purchase and installation of heating, venting, and air conditioning (HVAC) equipment, which shall be ENERGY STAR level or higher wherever available. When ENERGY STAR products are not available, equipment must be approved by MEA before it is selected.
- Weather sealing
- Purchase and installation of ENERGY STAR appliances
- Motor and pumping system upgrades

- Replacement of traffic signals and street lighting with energy efficient technologies. If a Grantee chooses to pursue a project replacing traffic signals or street lighting, the electricity consumption of this equipment must also be included in the Grantee's baseline energy consumption.

➤ Renewable Energy:

With the understanding that undertaking energy efficiency improvements makes it easier to meet renewable energy goals, grantees should demonstrate that reasonable energy efficiency measures have been implemented before renewable energy systems are installed to ensure the maximum impact of clean energy output. The following criteria should be adhered to for the implementation of the proposed renewable energy Projects:

- Solar electric (photovoltaics or "PV"):
 - PV conversion efficiency shall be at least 14% efficient.
 - Inverters shall be at least 95% efficient.
 - If installed on roofs, roofs shall have a projected lifetime of at least 20 years remaining after PV installation.
 - Communities shall be aware that ground-mount PV is more cost-effective than roof-mount PV.
 - Communities shall consult with MEA or the Technical Assistance Consultant (TAC) about net metering, solar renewable energy credits (SRECs), financing structures such as Power Purchase Agreements, procurement documents such as RFQs and RFPs, incentives, payback calculations, etc.
- Solar thermal (solar water heating):
 - Systems shall have reasonably high efficiency ratings from the Solar Rating Certification Corporation (SRCC), based on OG-100 ratings for collectors and/or OG-300 ratings for collector/piping/tank systems.
 - Stagnation and freezing issues shall be addressed, e.g. with high-occupancy applications, drain-back systems, and/or glycol/water as the heat transfer medium.
 - Communities shall be aware that high-occupancy applications are typically more cost-effective due to increased economies of scale during procurement and installation, and to increased hot water demand from a larger population, with hot water needs at different times of the day.
- Geothermal heating & cooling (GHC):
 - GHC systems shall only displace electric (e.g. air source heat pumps), propane or fuel oil heating sources, or displace inefficient air conditioning systems that are at least 10 years old.
 - If a community has a hot water demand, it shall consider adding a desuperheater module to its GHC system.
- Wind:
 - Communities shall consult with MEA before installing wind turbines to see if the available wind resources in the proposed area have been quantified.
 - Communities shall base technical viability of any wind turbine on at least one year of anemometer data.

- Communities shall have in place an ordinance that allows for the installation of community wind projects and anemometer towers.
- Biomass thermal:
 - Eligible biomass projects shall achieve 65% efficiency or greater
 - All projects shall utilize best available control technologies (BACT)
 - All biomass projects shall comply with the regulations set forth by the Maryland Department of the Environment and all other regulatory agencies. Solid fuel boilers are currently regulated by MDE via COMAR 26.11.09.04; Grantees shall review this information when considering biomass projects.
- Transportation Petroleum Reduction
Projects shall be limited to the following:
 - Re-filling stations: E85, Biodiesel, Electric, Natural Gas (both CNG and LNG), Propane and Hydrogen
 - Vehicles: electric, natural gas, propane, hybrid (electric and hydraulic), engine downsizing and hydrogen
 - Equipment: on-board and off-board idle reduction technology certified by the EPA Smartway program

(C) Program Funds and Reimbursable Costs

The Maryland Smart Energy Community Grant Program is funded with proceeds from the Maryland Strategic Energy Investment Fund (SEIF). *See* Md. Code, Section 9-20B-05 *et seq.* of the State Government Article. By statute, the use of SEIF is divided into different sub-categories, including investments in cost effective energy efficiency and conservation programs, cost effective low and moderate income energy efficiency and conservation programs, and renewable and clean energy resources.

1. If the Grant Award is divided into different categories of expenditures (energy efficiency, low and moderate income energy efficiency, renewable development, and/or petroleum reduction), the local government is required to account for, maintain records, funds, and invoice MEA for the different categories separately.
2. Direct Project Costs-At least 70% of the Grant Award must be used to reimburse the local jurisdiction for approved expenditures (labor, equipment and material) associated with the construction or installation of energy efficiency and conservation, renewable and clean energy, and/or petroleum reduction Projects that have been approved by MEA in writing.
3. Policy and Project Preparation Costs-Up to 30% of the Grant Award may be used to reimburse the local jurisdiction for approved expenditures associated with the development and adoption of Policies, Plans and Baselines, Project design and development, feasibility studies, energy audits, reasonable administrative costs, and staff time and/or consultant fees. Feasibility studies must be pre-approved in writing by MEA, and must show how each measure can be installed within 5 years of the Baseline year.

4. Up to 30% of the Grant Award, not to exceed Thirty Thousand Dollars (\$30,000.00) may be available to the local jurisdiction for the types of expenditures identified as Policy and Project Preparation Costs, above, starting on the Effective Date of this agreement, defined below. Reimbursement shall only be provided for expenditures pre-approved by MEA in writing, and after receipt of appropriate invoices and reports with sufficient documentation of expenditures, as determined by MEA.
5. The remaining portion of the Grant Award (at least 70%) shall not be available for reimbursement of Direct Project Costs until the local jurisdiction has provided sufficient evidence to MEA that it has formally adopted at least two of the three Policies, and has completed and received approval from MEA of all necessary Baselines and Plans.
6. Grant Award is available to reimburse approved costs only after any and all available incentives offered by Grantee's electric utility provider have been fully utilized. Grant Award is to be used for net costs, after application of electric utility rebates and incentives.

(D) Program Timing and Deadlines

1. Effective Date-the Effective Date of the Grant Agreement is the date that MEA receives a fully executed agreement, as determined by the official MEA date stamp on the first page of this Agreement.
2. This Agreement must be signed by Grantee and received by MEA no later than 5pm on June 16, 2014. If the signed Agreement is not received at MEA by that time, the Grant Award offer is automatically revoked and this Agreement is void.
3. December 31, 2014 is the deadline for the local jurisdiction to adopt an additional policy Policies and complete all necessary Baselines and Plans.
4. May 15, 2015 is the deadline for the local jurisdiction to complete all Projects supported with Grant Funds.
5. June 30, 2015 is the deadline for the local jurisdiction to provide to MEA all final invoices requesting Program cost reimbursements and all required reports. Any extension request of this deadline must be submitted in writing and received at MEA no later than June 1, 2015.
6. Extensions of time may be requested in writing prior to the expiration of a deadline, but are not guaranteed. Extensions may be granted for good cause shown, such as circumstances outside of Grantee's control, as determined solely by MEA in writing.

(E) Program Requirements and Restrictions

1. Construction of any Project supported with the Grant Award may not begin until after:

- (a) It has been determined that the Project will have no adverse effect on historic properties; and
- (b) Grantee has obtained all required local, State and federal licenses, permits, and other authorizations.

2. Projects proposed for facilities or property owned by the Grantee shall be given priority. Projects proposed for facilities or property not owned by the Grantee may be considered for approval by MEA, but funding for such Projects are not guaranteed.

3. Failure to formally adopt the Policies or complete Projects by the deadlines set forth herein may result in Grantee having to reimburse Grant funds to MEA, unless such delay is caused by factors outside of Grantee's control.

4. If at any time MEA determines that Grantee has not demonstrated sufficient progress toward meeting the Policy and Project deadlines set forth above, MEA may terminate this Agreement and may require that Grantee reimburse Grant funds to MEA, unless such delay is caused by factors outside of Grantee's control.

5. Expenditures on Policy or Project development, Plans or Baselines that have not been pre-approved in writing by MEA may not be reimbursed with Grant funds.

6. Reports and Invoices with appropriate documentation received by MEA after any applicable deadline may not be eligible for reimbursement with Grant funds, as determined by MEA.

7. All Energy Efficiency and Conservation Projects must, as determined by MEA:

- (i) Be at least 10% more efficient than local codes or federal standards;
- (ii) Be Cost effective; defined as having a simple payback that is less than the useful life of the Project.

8. Low and Moderate Income Energy Efficiency and Conservation Projects must reduce energy usage and must be cost effective as determined by MEA.

(i) Such Projects must be used in counties or municipalities whose population is at least 50% low and/or moderate income, based on U.S. Census data available at <http://quickfacts.census.gov/qfd/states/24000.html>. For the purposes of this Agreement, low income is defined to be 60% or less of Area Median Income and moderate income is defined to be between 60% and 85% of Area Median Income. Area Median Income limits are available at http://dhcd.maryland.gov/website/programs/prhp/Documents/2014_MD_Income_Limits.pdf. Grantees must demonstrate to MEA how such Projects will directly benefit low and moderate income residence in their jurisdiction.

(ii) Grant funds for low and moderate income energy efficiency and conservation Projects may not be used for renewable or petroleum reduction Projects, and must be accounted for, maintained, and invoiced separately from all other Grant funds.

9. All Projects must be constructed, installed and operated in compliance with all applicable local, State and federal laws, regulations, ordinances, licenses, permits, standards, and other requirements.

10. Grantee must comply with any procurement requirements that may apply to it with regard to Grant Program activities for which reimbursement is sought.

11. Grantee shall cooperate with MEA and MEA's technical contractor to identify the most appropriate Projects for Grant funding.

(i) The primary purpose of a proposed Project must be to reduce energy consumption, generate clean energy, and/or reduce petroleum use as a transportation fuel, as determined by MEA.

(ii) Grantee must work diligently to develop credible project-specific data estimates on project costs and energy savings through a project bid and/or energy audit, or other appropriate means approved in writing by MEA.

(iii) Grant funds may not be used for Projects the primary purpose of which is maintenance, as determined by MEA.

(iv) Projects involving fuel switching are generally not eligible for Grant funding, although MEA may approve such Projects as it deems appropriate.

12. Grantee agrees to diligently seek and apply for all rebates and other incentives that may be available through Grantee's electric utility. Such rebates and incentives shall be applied to Grant Program costs before use of Grant funds.

13. All **new** construction must be performed in a Priority Funding Area, unless a waiver is approved in writing by MEA. A map of Priority Funding Areas, including a search by address feature, can be found on the Maryland Department of Planning website: <http://www.mdp.state.md.us/OurProducts/pfamap.shtml>.

Priority Funding Areas are existing communities and places where local governments want State investment to support future growth. The following areas qualify as Priority Funding Areas:

- a. Every municipality, as they existed in 1997;
- b. Areas inside the Washington Beltway and the Baltimore Beltway
- c. Areas already designated as enterprise zones, neighborhood revitalization areas, heritage areas and existing industrial land.

14. Multiple Projects on contiguous parcels of property shall be considered one Project.

15. A Project may not receive more than one grant award from MEA.

16. Projects must be located within the borders of Maryland.

17. Grant funds are not available for Projects already under construction by the Effective Date of this Agreement, as determined by MEA.

18. Prior to the Effective Date of this Agreement, Grant funds are subject to change based on funding availability.

IV. Amount of Grant Award

The total amount of the Grant Award is up to forty-five thousand dollars (\$45,000) in aggregate for all funding categories (Energy Efficiency and Conservation, Low and Moderate Income Energy Efficiency and Conservation, renewable energy resources and petroleum reduction). Of this, the amount of Grant funding available for general energy efficiency and conservation is up to zero (\$0). The amount of Grant funding available for energy efficiency and conservation for low and-moderate income residents of Grantee's jurisdiction is up to zero (\$0). The amount of Grant funding available for renewable resources and petroleum reduction, is up to forty-five thousand dollars (\$45,000).

V. Reporting and Reimbursement Requirements

(A) Grantee shall submit MSEC reports ("Reports") and invoices ("Invoices") to MEA on a monthly basis. Reports and Invoices are due to MEA by the 20th day of the month following the previous month's reporting period. The first monthly Report shall be submitted for the first full month following the Effective Date, defined above, of this Agreement, and for each month thereafter, even if not accompanied by an Invoice. Reporting shall continue until the Grant funds have been completely expended or the Grantee has notified MEA in writing that no additional funding will be requested under the Grant.

Reports and Invoices may be mailed to MEA at the following address:

**Maryland Energy Administration
Smart Energy Communities Grant Program
60 West Street, Suite 300
Annapolis, MD 21401**

Monthly Reports shall be addressed to the attention of the MEA grant manager listed in this Agreement. Monthly Reports and Invoices may also be sent by email to the MEA grant manager at the email address provided in this Agreement, below.

(B) Reports must be submitted to MEA every month using the MSEC Monthly Report Form, which is **attached as Attachment E**.

(C) Invoices must be submitted to MEA on Grantee letterhead and must contain the following information: MEA Grant number, the Grantee's federal tax identification number, Grantee contact information, and invoice supporting

documentation, as described below:

1. To be reimbursed for costs associated with contractor or vendor activities funded by this Agreement, Grantee shall submit to MEA an invoice with supporting documentation to substantiate each Grant expense for which the Grantee is requesting reimbursement. Invoice supporting documentation may include, but is not limited to, third-party vendor and contractor invoices and receipts. For equipment and material purchases, documentation must be attached outlining the specific purchases made using Grant funds including, but not limited to: product name, model number, and serial number. Failure to submit sufficient invoice documentation may result in denial of the reimbursement request until such documentation is received by MEA.
2. In-House Expenses are expenses associated with Project implementation that are directly incurred by Grantee rather than Grantee's contractors or vendors. Subject to written pre-approval by MEA, In-House Expenses may include things such as employee labor, mileage, and benefits. No In-House Expenses are reimbursable under this Agreement unless first pre-approved by MEA in writing. The parties agree that any such written pre-approval shall be signed by both parties and adopted and incorporated into this Agreement.
3. To be reimbursed under the Grant for Grantee staff labor costs, Grantee shall submit with invoices, any corresponding timekeeping records. The invoice and/or timekeeping records shall show both the requested number of hours worked per person during the billing period and the requested reimbursement amount for each individual.
4. To be reimbursed under the Grant for mileage costs, Grantee shall submit all corresponding mileage logs.

(D) Expenditures for the low-to-moderate income energy efficiency allocation must be tracked, reported, and invoiced separately, as specified above.

(E) Invoices submitted to MEA under the MSEC program must be sub-itemized by the following budget categories:

- i. Direct Project Costs- as defined in Paragraph II (C)(2), above.
- ii. Policy and Project Preparation Costs, as defined Paragraph II (C)(3), above.

(F) Project Reporting and Invoicing requirements shall begin during the month of the Effective Date of the Agreement, and

(G) For monitoring and evaluation purposes, the Grantee shall retain for a period of at least three years from the Effective Date of this Agreement, and make available during regular business hours to MEA, or its agents, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, all bills of sale or other satisfactory evidence of the acquisition of any real or personal property, reports, invoices, activity logs, work sites, timelines, estimated and actual energy savings and/or generated, and other similar information related to Grant activities. MEA reserves the right to perform monitoring visits

to Grantee facilities and/or Project sites to ensure compliance with the requirements of the Grant Program.

(H) PROJECT REPORTING METRICS: MEA shall approve in writing the appropriate metrics required for Grantee's project(s). Grantee will work with the Grant Manager to customize reporting metrics for their specific project(s), including but not limited to the following:

- Jobs created (hours worked) - Required
- Energy cost savings (\$) - Required
- Annual Energy Savings (kWh, mmBTU, etc) - Required for energy efficiency projects
- Renewable Energy Capacity and Generation (kW) – Required for RE projects
- Annual Transportation-related energy savings – Required for petroleum reduction projects
- Number of buildings retrofitted – Required
- Number and Type of incentives received through a utility-run EmPOWER Maryland program
- Project specific metrics, to be defined by Grant Manager

VI. General Conditions

(a) Any expenditure of Grant funds by the Grantee, its officers, directors, officials, employees, agents, contractors, or subcontractors that is not consistent with the purposes of the Grant Award, or that violates any term, condition or restriction of this Agreement, may be disallowed. Should any expenditure be disallowed, MEA may require one or more of the following: repayment by the Grantee of the disallowed amounts to MEA, an offset from any other State grant or assistance to the Grantee, or other appropriate action. The Grantee shall immediately repay to the MEA any part of the Grant Award that was not used for the purposes of the Grant Award, as defined above.

(b) The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.

(c) Grantee shall ensure that all work performed pursuant to the Grant and this Agreement is completed by contractors and/or staff holding all necessary certifications and licenses. Additionally, all work performed pursuant to the Grant shall comply with all applicable local, state, and federal building codes and other applicable laws and regulations.

(d) The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

(i) He or she is authorized to sign this Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth herein.

(ii) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state of or the United States;

(iii) Neither the Grantee, nor any of its officer or directors, nor any employee of the Grantee has engaged in any practice with regard to this Grant that is inconsistent with the Maryland Code, State Government Article, Section 15-508;

(iv) Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;

(v) Grantee, if a business or non-profit corporation, is incorporated or is registered to do business in the State, and is in good standing with the Maryland State Department of Assessments and Taxation;

(vi) Grantee, if a health or social welfare organization as defined by Section 7-403 of the State Finance and Procurement Article of the Maryland Code, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;

(vii) Neither the Grantee, nor any of its officers, directors, employees, agents, contractors, or subcontractors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity, or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.

VII. False Statement or Report

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Grant Program. Any violation of this provision is a misdemeanor and on conviction is subject to a fine not exceeding \$50,000.00 or imprisonment not exceeding 1 year or both. Md. Code, Section 9-20B-11 of the State Government Article.

VIII. Historic Preservation Review

For each project being funded in whole or in part through this Agreement, a historical preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historical preservation expert. This review ensures that no historical property is "adversely affected" through this Program. Prior to starting construction, Grantee must have documentation from MHT or MEA's historical preservation expert indicating that the Project will have no adverse effect on a historical property. This documentation must be submitted to MEA as promptly as possible, and prior to the beginning of any construction, in order for MEA to

approve the Project for construction, using the Project Review Form, **attached hereto as Attachment D.**

IX. Maryland Saved Harmless

To the extent allowed by Maryland law, the Grantee agrees to defend, indemnify and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a local government subject to sovereign immunity, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

X. Environmental Standards and Liability

The Grantee shall ascertain and abide by all applicable environmental standards set by federal, state or local laws, rules or regulations related to the performance of the obligations pursuant to the Agreement (hereinafter referred to as "Environmental Standards"). The Grantee shall monitor its compliance with Environmental Standards and immediately halt and correct any incident of non-compliance.

In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

1. Give MEA immediate notice of the incident to the Agreement Representative, or designee, providing as much detail as possible;
2. If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
3. Cooperate with MEA or its designated agents or contractors with respect to the investigation of such problem.

To the limits allowed by Maryland law, the Grantee, without waiving any local or State government immunities that may apply if Grantee is a local government, shall be liable for (a) all environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and (b) any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

XI. Liability Insurance

(a) For all work performed by the Grantee that is to be funded in whole or in part with grant funds provided by MEA, Grantee shall purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed. All insurance must name MEA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage,

including, but not limited to all workers' compensation insurance, and errors and omissions. Grantee will maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties, and attached hereto and incorporated herein as part of this Agreement.

(b) Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MEA a provision or provisions requiring all contractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed. All insurance provided by the contractor must name MEA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions. Grantee will maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties, and attached hereto and incorporated herein as part of this Agreement.

XII. MEA Access to Project Site and Ability to Use Project Information

(a) Grantee shall allow MEA employees or representatives access to the relevant buildings, vehicles, and structures so that MEA may perform monitoring visits to provide technical assistance and to ensure that project requirements are fully satisfied.

(b) The Grantee understands and agrees that MEA may use information about the Project or Policies for reporting and marketing purposes, including but not limited to the project or policy description, building or vehicle type, energy conservation measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the facilities, vehicles or other aspects of the Grant Program. MEA shall provide the Grantee an opportunity to review and consult with MEA to assure that a written case study, photo or video will not disclose confidential personal and/or business information.

XIII. Maryland Law Prevails

The law of Maryland shall govern the interpretation and enforcement of this Agreement.

XIV. Agreement Binding on Successors and Assigns

This Agreement shall bind the respective successors and assigns of the parties.

XV. Assignment or Transfer

The Grantee may not sell, transfer, or assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the expressed prior written consent of MEA.

XVI. Party Representatives

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Devan Willemsen, Program Manager
Maryland Energy Administration
(410) 260-7539
devan.willemsen@maryland.gov

Jim Chandler, Acting City Administrator
City of Hyattsville
301-985-5013
jchandler@hyattsville.org

Lesley Riddle, Director, Public Works
City of Hyattsville
301-985-5045
lriddle@hyattsville.org

(Or any other person as may be designated in writing provided to MEA by the Grantee.)

XVII. Merger

This Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation referring to the subject matter, other than those contained herein or incorporated herein by reference. In the event of any conflict between the terms of this Grant Agreement and its incorporated attachments and currently applicable terms of any previous MSEC grant agreement between Grantee and MEA, the terms of this Agreement and its incorporated attachments shall control. In the event of any conflict between the terms of the attachments to this Agreement and the terms of the body of the Agreement, the terms of the body of this Agreement shall control.

XVII. Non-waiver of Rights; Remedies

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under this Agreement are cumulative and not exclusive of any remedies provided by law.

THIS GRANT AGREEMENT HAS BEEN APPROVED BY THE ATTORNEY GENERAL'S OFFICE AT MEA. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS TO THIS AGREEMENT ARE AUTHORIZED ABSENT SPECIFIC WRITTEN AGREEMENT BY THE PARTIES AND APPROVAL BY THE ATTORNEY GENERAL'S OFFICE AT MEA. ANY UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS TO THIS FORM AGREEMENT WILL RENDER MEA'S OBLIGATIONS UNDER THIS AGREEMENT VOIDABLE AT MEA'S ELECTION.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

CITY OF HYATTSVILLE

By: _____
Jim Chandler, Acting City Administrator

MARYLAND ENERGY ADMINISTRATION

By: _____
Abigail Ross Hopper
Director

Approved for Form and Legal Sufficiency
this _____ day of _____, 20_____.

Assistant Attorney General

**ATTACHMENT A
MARYLAND ENERGY ADMINISTRATION
MARYLAND SMART ENERGY COMMUNITIES GRANT PROGRAM
GRANTEE APPLICATION**

DRAFT

DRAFT

ATTACHMENT B

MARYLAND ENERGY ADMINISTRATION
MARYLAND SMART ENERGY COMMUNITIES GRANT PROGRAM
MSEC Policy Approval Form

Name of Municipality: _____

MEA has reviewed Grantee’s Policies, Baselines, and Plans, has determined that all required materials related to said Policies, Baselines and Plans have been submitted, and approves the following:

Energy efficiency: Establish an electricity consumption baseline and develop a plan with the goal to reduce per-square foot electricity consumption of city/town or county owned buildings 15% within 5 years of the baseline year

- Develop an initial estimate of total local government building electricity consumption in addition to building size (gross square feet).
- Adopt a policy committing the local government to reducing the electricity use baseline by 15% within the 5 year period following the Baseline Year.
- Create an Energy Reduction Plan (ERP) to document both the baseline electricity consumption and a comprehensive program to reduce total electricity use by 15%.

Renewable Energy: Reduce conventional centralized electricity generation serving a local government’s buildings by meeting 20% of those buildings’ electricity demand with distributed, renewable energy generation by 2022.

- Develop an initial estimate of total local government building electricity consumption.
- Adopt a policy committing the local government to utilize distributed, renewable sources that will displace at least 20% of its electric energy by 2022.
- Develop and initiate a Renewable Energy Action Plan (REAP) to map out how the community will reach its renewable energy goal.

Petroleum Reduction: Establish a Petroleum Consumption Baseline for all local government vehicles, and put in place a comprehensive program designed to reduce the baseline by 20 percent within five (5) years of the baseline year.

- Develop a baseline of fleet efficiency and fuel consumption for all government-owned on-road vehicles on a gallons of gasoline equivalent basis.
- Adopt a policy committing the local government to reducing on-road petroleum consumption of the local government fleet 20% within 5 years.
- Put in place a Transportation Petroleum Consumption Reduction Plan.

MODIFICATION OF GRANTEE’S POLICY PROPOSAL:

Approved by: _____ Date: _____

Devan Willemsen
Program Manager, Maryland Energy Administration

FOR MEA USE ONLY:

ATTACHMENT C

Maryland Energy Administration
Maryland Smart Energy Communities Program

MEA MSEC Project Approval Form

PROJECT SCOPE OF WORK:

Grantee has been approved to commence construction of the Maryland Smart Energy Communities Project identified herein. The project has been determined to comply with the following requirements of the Maryland Smart Energy Communities program (all requirements must be met before proceeding):

- Reviewed and determined that the proposed project will have “no adverse effect” on any historic property.
- Reviewed to confirm that the Grantee has in place baselines and plans for the policies they chose to pursue, and has adopted formal, written policies through their legislative or governing body committing the local government to the policies specified in the Policy Guidance Documents
- Reviewed and determined that each proposed project has a reasonable payback, based on the expected useful life of the energy measure(s), estimated energy savings, and project costs.

EXPECTED USEFUL LIFE (YEARS): _____

PAYBACK (YEARS, attach calculations as appropriate): _____

REQUIRED REPORTING METRICS:

Approved by:

_____ Date: _____

Devan Willemsen
Program Manager, Maryland Energy Administration

ATTACHMENT D



PROJECT REVIEW FORM

Request for Comments from the Maryland Historical Trust/
MDSHPO on State and Federal Undertakings

MHT USE ONLY	
Date Received:	Log Number:

Submit hard copy of form and all attachments to:
Beth Cole, MHT, 100 Community Place, Crownsville, MD 21032

Print Form

Section A: General Project Information

Project Name County

This is a new submittal OR This is additional information related Project Log Number:

Section B: Primary Contact Information

Contact Name Company/Agency

Mailing Address

City State Zip

Email Phone Number Ext.

Section C: Description of Undertaking

Location - Attach a map, preferably a section of a USGS quad, showing the location and boundaries of the project

Address City/Vicinity

List all federal and state agencies / programs (funding, permits, licenses) involved in this project (e.g. Bond Bill Loan of 2009, Chapter #; Transportation Enhancement Grant; HUD/CDBG; MDE/COE permit; etc.).	Agency Type	Agency/Program/Permit Name	Project/Permit/Tracking Number (if applicable)
	<input type="text"/>		

Proposed Work - Attach project description, scope of work, site plans / drawings

This project includes (check all applicable): New Construction Demolition Remodeling/Rehabilitation

This project involves: State or Federal Rehabilitation Tax Credits
 Properties subject to an easement held by MHT, MET, or another entity

Section D: Identification of Historic Properties

This project involves: Properties designated as historic by a local government, listed in the National Register, or included in Maryland Inventory of Historic Properties

Property/District Name

The subject property has has not been the subject of previous archeological, architectural, or historical investigations.

Please describe

- Attachments** Map Project Description/Scope of Work Site Plans/Drawings
- Photographs** - Attach prints or digital photographs showing the project site including images of **all** buildings and structures, preferably keyed to a site plan
 - Conditions** - Attach a brief description of past and present conditions of the project area (wooded, mined, developed, agricultural uses, etc) including construction dates of buildings, if known.

MHT Determination	MHT Reviewer: _____	Date: _____
<input type="checkbox"/> There are NO HISTORIC PROPERTIES in the area of potential effect	<input type="checkbox"/> The project will have NO ADVERSE EFFECT WITH CONDITIONS	
<input type="checkbox"/> The project will have NO EFFECT on historic properties	<input type="checkbox"/> MHT REQUESTS ADDITIONAL INFORMATION	
<input type="checkbox"/> The project will have NO ADVERSE EFFECT on historic properties	<input type="checkbox"/> The project will have ADVERSE EFFECTS on historic properties	

ATTACHMENT E

Maryland Smart Energy Communities Grant Program Monthly Report

Instructions: Please complete and forward the MSEC Monthly Report to MEA by the 20th day of the month following the prior month’s reporting period.

(Example: Submit the monthly report to MEA by July 20, 2014 for the June 2014 reporting period.)

1. Local Government Name and Address:	2. Name/ Title/Phone Number of Report Submitter:	
3. Congressional District:	4. Address of Project (if different than the address shown above)	
5. Reporting Period Month: _____ Year: _____ Is this the final MSEC monthly report? <input type="checkbox"/> Yes <input type="checkbox"/> No	6. MEA Grant Number:	
7. Local Government Invoice Number (if invoices are being submitted to MEA for payment):	8. Federal Tax Identification Number:	
9. MSEC Grant Expenditures Please indicate the amount of MSEC grant funds spent during a. the reporting period and b. over the course of the project to date. Please note that if you are receiving funding from the low-to-moderate income SEIF energy efficiency allocation, as specified in Section III of the Grant Agreement, you must track, invoice, and report this funding stream separately.		
a. MSEC Grant Dollars Spent during this Reporting Period (\$)	Direct Project Costs (minimum 70% of total Grant amount):	
	Policy and Project Preparation Costs (maximum 30% of total Grant amount):	
	Total grant funds requested, this reporting period (this	

	number should match the invoiced amount):	
b. MSEC Grant Dollars <u>Spent to date</u> (\$)	Direct Project Costs (minimum 70% of total Grant amount):	
	Non-Project Costs (maximum 30% of total Grant amount):	
	Total grant funds requested, spent to date (this number should match the invoiced amount):	
10. Non-MSEC Grant Expenditures		
a. Utility Rebates (\$)	b. Other Project Expenditures (\$) Please include description of incentive and the \$ amount of incentive. If more than one utility incentive is obtained, please list all incentives separately.	
11. Policy Status Update		
a. Provide a brief narrative of the status of the baselines, plans, and policies required under this program.	Energy Efficiency:	
	Renewable Energy:	
	Transportation Petroleum:	
12. Project Status Update		
a. Provide a brief narrative of project milestones and/or accomplishments achieved during the reporting period. Please indicate if any specific energy measure(s) were placed into service during the reporting period.		
b. Were any obstacles encountered during the reporting period? If so, please explain.		

13. Is this your final report? Yes No

If yes, please complete section 14, below. If no, please leave section 14 blank.

14. Reporting Metrics:

The reporting metrics required for your project are indicated on your approved *Attachment C- MSEC Project Approval Form*. Please enter N/A for any reporting metric that does not apply to your specific project. Grantees will work with their MEA grant manager to customize this section for their specific project.

A. Jobs created (Hours worked)

Required

Please report the total number of hours worked (and paid for using Grant funds) by Grantee staff, contractors, and vendors

B. Energy Cost Savings (\$ saved per year due to project)

Required

C. Building Energy Savings
Required for energy efficiency projects

i. **Reduction in annual electricity consumption (MWh)**

ii. **Reduction in annual fuel oil consumption (gal)**

iii. **Reduction in annual natural gas consumption (MMcf)**

iv. **Reduction in annual propane consumption (gal)**

v. **[Insert other measure]**

vi. **[Insert other measure]**

D. Renewable Energy Capacity and Generation

Required for renewable energy projects

i.	Amount of electricity generated by photovoltaic systems (MWh) annually	
ii.	Amount of electricity generated by wind systems (MWh) annually	
iii.	Amount of electricity generated by other renewable systems (MWh) annually	
iv.	Installed photovoltaic system capacity (MW)	
v.	Installed wind capacity (MW)	
vi.	Installed capacity of all other renewable systems (MW)	
vii.	[Insert other measure]	
E. Transportation-Related Energy Savings <i>Required for transportation petroleum reduction projects</i>		
i.	Reduction in annual gasoline consumption (gal)	
ii.	Reduction in annual diesel consumption (gal)	
iii.	[Insert other measure]	
iv.	[Insert other measure]	
F. Building Retrofits (number of buildings) – Required		