

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY AGREEMENT
FY2016**

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AWARD ID#: SRP-CL-2016-RedevAuPGC-00157

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY AGREEMENT
Project/Capital Grant**

THIS COMMUNITY LEGACY AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and REDEVELOPMENT AUTHORITY OF PRINCE GEORGE'S COUNTY (the "**Grantee**").

RECITALS

- A. This Agreement is issued pursuant to Annotated Code of Maryland Housing and Community Development Article, §§ 6-201 through 6-213, as amended, (the "**Act**") and the regulations promulgated thereunder set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations.
- B. The purposes of the Program are to:
1. Preserve existing communities as desirable places to live and conduct business, thereby reducing outward pressure for sprawl development; and
 2. Provide financial assistance to Sponsors or their designees for the development of sustainable community plans or Community Legacy projects.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2016 application (the "**Application**") the Department has approved award of funds to Grantee to carry out a Community Legacy project, to be expended by Grantee in conformity with the requirements and provisions of the Act and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community Designations.

- a) The Project is located in a geographic area that has been designated by the Smart Growth Subcabinet (as defined in the State Government Article §9-1406) as a Sustainable Community (the "Area").
- b) The Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan (the "Plan").

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)** (the "Grant") to be used for the purposes of funding the Community Legacy Project (the "Project") described on **Exhibit A - SRP-CL-2016-RedevAuPGC-00157** (the "Project Description").
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act and this Agreement.
- c) The Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Grant Agreement are not to be construed as approval of any other projects described in the Application.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in **Exhibit B - SRP-CL-2016-RedevAuPGC-00157** (the "Project Budget"). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department.
- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
- e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

- a) Grantee shall commence the Project on the date (the "**Commencement Date**") set forth in Exhibit C - SRP-CL-2016 -RedevAuPGC-00157 (the "**Project Schedule**").
- b) Grantee shall complete the Project on the date set forth in the Project Schedule (the "**Completion Date**").
- c) If the Project involves capital construction or improvements, the Department, its agents and employees, shall be allowed to inspect the Project during construction or rehabilitation.
- d) The Department must approve all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
- e) Grantee shall ensure that all necessary approvals for the commencement of Project have been obtained, including all applicable permits and licenses.
- f) On or before the Completion Date, Grantee shall obtain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:

- a) The Maryland Historical Trust has reviewed the Project for impact on historic structures, and, if required has approved the architectural plans and specifications for the Project.
- b) The Maryland Codes Administration has approved all the Project plans and specifications.
- c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions as noted on Exhibit A.

6) Other Funds.

- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
- b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses. Grantee shall submit a request for payment in a form approved by the Department, exemplified and attached hereto as Exhibit E - Request for Payment Form Sample (the “Request for Payment”). A Request for Payment shall identify in detail all expenses incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- b) Requests for Payment should be made allowing approximately thirty (30) days to receive the Grant funds. The Request for Payment shall not exceed the eligible costs incurred and approved by the Department. The Department, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred or costs incurred prior to the Effective Date.
- c) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any Request for Payment.

8) Records, Inspections and Reports.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee’s Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the “Records”). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves the Final Report described in Section 8(c) below.
- ii) Grantee shall make the Grantee’s administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department approves the Final Report. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.
- iii) Grantee shall cause to be maintained for the Department’s inspection the books, accounts, and records of contractors in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor and Grantee.

- b) Inspections. During the term of this Agreement and for a period of three (3) years following the date the Department approves the Final Report, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision shall survive the term of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Department with interim progress reports (the “Quarterly Reports”) in a form approved by the Department, exemplified and attached hereto as Exhibit F - Quarterly Report Form Sample. The Quarterly Reports shall contain such information as the Department requests, including,

but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each Quarterly Report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires in a form approved by the Department, exemplified and attached hereto as Exhibit G - Final Report Form Sample (the "**Final Report**"). The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.
 - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; or
 - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.

- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default or completion of the Project.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is either a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
- c) None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department. If Grantee is a local government any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "Local Government Indemnification Statutes"), and is not to be deemed as a waiver of any immunity that may exist in any action against a Local Government for its officers, agents, volunteers and employees.

Grantee further agrees that all costs incurred by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.

13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
 - iv) The Department's Minority Business Enterprise Program, as amended.
 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
 - vi) The Fair Housing Amendments Act of 1988, as amended;
 - vii) and The Americans with Disabilities Act of 1990, as amended;
- c) Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become a part of the Project (collectively and individually, "Property"):

- a) Grantee represents, warrants, and covenants that there are no hazardous materials located on the Property, that it will not cause or allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may to be placed on the Property, and that to its best knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations.
- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, cost and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Project is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Project is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by the Grantee.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as loss payee and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies; and
- h) If Grantee is a Local Government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attn: Community Legacy Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

REDEVELOPMENT AUTHORITY OF PRINCE GEORGE'S COUNTY
9200 Basil Court, Suite 504
Largo, MD 20774
Attn: Howard W. Ways

- 18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
- 20) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 21) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 22) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.
- 23) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the "Effective Date") and shall remain in effect until the Department's receipt and approval of the Final Report.
- 24) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

- 25) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 26) Technical Assistance. If the Project is not being completed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may request Grantee to accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 27) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 28) Waiver of Maryland's Public Information Act. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department is required to disclose information about the Project to the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. Such information that may be disclosed to any of the foregoing, including the public, may include the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application, and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. This information may be confidential under Maryland's Public Information Act, State Government Article, Section 10-611 et seq. of the Annotated Code of Maryland (the "**Public Information Act**"). If Grantee does not want this information made available to the above referenced parties, Grantee must attach a written objection to this Agreement.

CONFESSION OF JUDGMENT. THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS GRANT AGREEMENT, AT ANY TIME, FOR THE PARTIAL OR TOTAL AMOUNT OF THE GRANT DESCRIBED HEREIN, TOGETHER WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

WITNESS the hands and seals of the Department and the Grantee.

WITNESS/ATTEST:



By:

REDEVELOPMENT AUTHORITY OF PRINCE
GEORGE'S COUNTY
Name: Howard W. Ways
Title: Executive Director
(SEAL)

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT, a principal
department of the State of Maryland

By:

Kenneth C. Holt, Secretary
(SEAL)

Date Executed on behalf of the Department/
Effective Date
4/14/16

Approved for form and
legal sufficiency

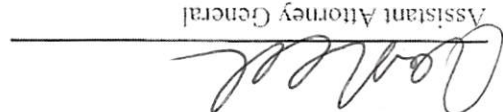

Assistant Attorney General

EXHIBIT A - SRP-CL-2016-RedevAuPGC-00157
PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS

Project Name: Net Zero Energy District - Fairmount Heights, Maryland

1. Project Description:

Acquisition and predevelopment costs for up to seven (7) Net Zero Energy Houses to be used as prototype for sustainable and energy efficient housing development.

2. Project Address(es):

6117 Jost Street, 717 - 725 60th Place
Fairmount Heights, MD 20743

3. Please describe the Scope of the project:

The Redevelopment Authority of Prince George's County (RDA) will develop the first Net Zero Energy District in the state of Maryland in the Town of Fairmount Heights. The RDA is leading the County in its efforts to create and promote sustainable economic development and environmental solutions to 21st century global challenges. As part of this effort, the RDA desires to lead the County and the nation in producing new models of sustainable suburban living, that help transform energy-consuming and pollutant-emitting suburban communities into neighborhoods that function in harmony with nature and minimize reliance on municipal utility systems.

Community Legacy funds will be used specifically for acquisition and predevelopment costs for the up to seven (7) Net Zero Energy(NZE) single family residential dwellings on vacant lots owned by the Town of Fairmount Heights. The NZE homes will contribute to environmental balance, maximize energy efficiency, reduce ecological impact, and successfully integrate sustainable concepts with housing affordability. When completed, the NZE houses will serve as a prototype for redevelopment of other privately owned vacant lots in Fairmount Heights and other revitalization areas; and will serve as a teaching vehicle to promote sustainability and energy efficient renovations and upgrades to existing owner occupied properties in Fairmount Heights.

Each of the NZE District in Fairmount Heights homes will feature 1,600 square feet of living space, with 3 bedrooms, 2.5 baths, a basement and front porch; solar panels; energy efficient windows; energy star appliances; building materials and finishes that maximize building longevity and occupant health; water efficiency measures, reduction of potable water consumption; incorporate vegetative storm water management (using best management practices); electric car charging stations; and maximize the use of native plants.

At least one of the following "green" certifications will be achieved for each home: (i) LEED Platinum status, (ii) Passive House certification from the Passive House Institute US or Passive House Alliance-US, (iii) NAHB (ICC 700) Emerald certification, or (iv) Enterprise Green Communities certification.

The NZE District Fairmount Heights Project directly addresses several community conditions, revitalization needs and or community weaknesses including vacant and abandoned lots that invite dumping and community blight; an aging housing stock; the need for a variety of housing types and choices; destabilization of declining property values; expansion of the Town's tax base; act as a catalytic project to spur economic development and "branding" of Fairmount Heights; and will reduce Fairmount Heights' carbon footprint or impact on the environment through energy and water conservation and storm water management.

4. Project Financing (Evidence & Use of Funding Sources):

EXHIBIT A - SRP-CL-2016-RedevAuPGC-00157
PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS

Project Name: Net Zero Energy District - Fairmount Heights, Maryland

The total costs of this phase of the project is \$1,000,000. Community Legacy in the amount of \$250,000 will be used for acquisition and predevelopment costs. The RDA is contributing \$300,000 of Capital Improvement (CIP) funding for predevelopment work including architectural and engineering services, energy consultants and permits. Additionally, the RDA is contributing NSP Program 1 Income funds in the amount of \$450,000 to support development costs and site work.

5. Special Conditions:

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities.

Need Updated Certificate of Good Standing prior to execution of contract.

PROJECT BUDGET

Project Name: Net Zero Energy District - Fairmount Heights, Maryland

| USES OF FUNDS BY ACTIVITY | AWARD FUNDS | | OTHER SOURCES OF FUNDS | | | TOTALS BY ACTIVITY |
|---|----------------|---------------------|-----------------------------|--------------------------|------------------|-----------------------|
| | Capital Amount | Operating Amount | Applicant's Contribution | Name of other Sources | Other Sources | |
| Building/Site Acquisition | \$210,000 | \$0 | | | | \$210,000 |
| Predevelopment | \$40,000 | \$0 | \$57,333 | | | \$97,333 |
| Studies: Market/Feasibility/ Planning | \$0 | \$0 | | | | \$0 |
| New Construction | | \$0 | \$537,488 | | | \$537,488 |
| Rehabilitation /Renovation | \$0 | \$0 | | | | \$0 |
| Project Admin. (Cash) | \$0 | \$0 | | | | \$0 |
| Project Admin. (In-Kind) | \$0 | \$0 | | | | \$0 |
| Other (a): Permits & Fees | \$0 | \$0 | \$63,000 | | | \$63,000 |
| Other (b): Consultants | \$0 | \$0 | \$35,000 | | | \$35,000 |
| Other (c): Construction Contingency | \$0 | \$0 | \$57,179 | | | \$57,179 |
| Other (d): Sales and Marketing | \$0 | \$0 | | | | \$0 |
| TOTALS OF FUNDS BY SOURCES | \$250,000 | \$0 | \$750,000 | | \$0 | \$1,000,000 |
| Total Award Amount | | | | \$250,000 | | |
| Total Project Cost | | | | \$1,000,000 | | |

EXHIBIT C - SRP-CL-2016-RedevAuPGC-00157
PROJECT SCHEDULE

Project Name: Net Zero Energy District - Fairmount Heights, Maryland

| Start Date (mm/dd/yyyy) | End Date (mm/dd/yyyy) | Description of Activity (25 words or less) |
|-----------------------------------|---------------------------------|--|
| 01/01/2016 | 12/31/2016 | Commencement Date - Property acquisitions |
| 01/01/2017 | 05/30/2018 | Predevelopment work |
| 06/01/2018 | 06/30/2018 | Completion Date |
| 07/01/2018 | 08/15/2018 | Final report due within 45 days of completion |

**EXHIBIT D - SRP-CL-2016-RedevAuPGC-00157
PROJECT IMPACT DATA SHEET**

Project Name: Net Zero Energy District - Fairmount Heights, Maryland

| | Project Type: Residential - Homeownership | |
|-------------|---|-------------|
| | NAISC Code: 236115 | |
| | | |
| Description | | Value |
| 1 | "As is" tax value of property: Current value of existing lots | \$367,000 |
| 2 | "As completed" tax value of property: Estimated assessed value of completed houses | \$2,023,000 |
| 3 | Number of existing housing units that will be renovated: | |
| 4 | Number of new housing units that will be created: | 7 |
| 5 | Number of new homeowners (each household equals 1 homeowner): | 7 |
| 6 | Percentage of Neighborhood Revitalization funds that will be repaid within 5 years: | 0% |
| 7 | Number of existing clients to be served annually at the project location: | |
| 8 | Number of new clients to be served annually at the project location: | |
| 9 | Number of commercial facades that will be added or improved: | 0 |
| 10 | Number of linear feet of streetscape that will be added or improved: | 530 |
| 11 | Number of linear feet of water/sewer lines that will be added or improved: | |
| 12 | Additional neighborhood investment that will result from this project over the next 3 years: Development of privately owned lots, energy efficiency upgrades to existing homes. | \$2,000,000 |
| 13 | Annual increase in sales (for retail and commercial activities): | |
| 14 | Number of vacant/underutilized buildings that will be put back into operation: | |
| 15 | Square footage of vacant/underutilized space that will be put back into operation: | |
| 16 | Length of time (in years) properly referenced above has been vacant: | 50 |
| 17 | Number of blighted properties to be removed: | 1 |
| 18 | Increase in inventory of developable lots: | |
| 19 | Number of direct permanent employees: | |
| 20 | Number of direct temporary employees: laborers, carpenters, plumber, electrician, HVAC technicians, HERS Rater | 8 |
| 21 | Number of direct permanent Maryland resident employees: | |
| 22 | Number of direct temporary Maryland resident employees: RDA will require Section 3 compliance for locally based employment. | 8 |

EXHIBIT D - SRP-CL-2016-RedevAuPGC-00157
PROJECT IMPACT DATA SHEET

Project Name: Net Zero Energy District - Fairmount Heights, Maryland

| | | |
|-----|---|-----------|
| 23 | Annual wages/salaries of direct permanent employees: | |
| 24 | Annual wages/salaries of direct temporary employees: Assumes annual average wage to \$50,000 | \$400,000 |
| 25 | Annual project operating expenditures including wages/salaries: | |
| 26 | Visitor based activities | |
| 26a | Number of new annual day-trip patron: | |
| 26b | Number of new annual overnight patron: | |
| 26c | Admission fee (per entry): | |
| 27 | For Community Impact activity of your project/program not addressed by the previous questions, provide a short description and numerical count (e.g. "50 Trees planted at \$50 each," 2500): 28 trees planted at \$50 each 1400 | 1400 |

EXHIBIT E
REQUEST FOR PAYMENT FORM SAMPLE

| | | | |
|---|-----------------|------------------------------------|-----------|
| Application # | NR Program Area | | Request # |
| Awardee Name: | | | |
| Address: | | | |
| Federal ID#: | | Contact Person: | |
| Phone #: | | Fax #: | |
| Email: | | | |
| Submission Date of Last Quarterly Report: | | Due Date of Last Quarterly Report: | |
| Award Amount: | \$ | Total Disbursed to Date: | \$ |
| Total Amount of this Request: | \$ | | |

Items covered in this request. Attach all supporting documentation (canceled checks, invoices, inspector's certification, etc.).

| PROJECT # | ITEM DESCRIPTION | AMOUNT |
|-----------|------------------|--------|
| | | |
| | | |
| | | |
| | | |

I hereby certify that the information set forth in this document and my attachment in support thereof, is true, is correct, is complete, and is in compliance with the terms of the Award Agreement to the best of my knowledge and belief.

*go to <http://projectportal.dhcd.state.md.us>
to complete and submit forms online.*

Authorized Signature

Title

Date

| BELOW FOR STATE USE ONLY | | | | |
|--------------------------|--|---|----------------|--|
| Date Received: | | Authorization is Given to Disburse : | \$ | |
| Approved by: | | Project Manager | Date Approved: | |
| Approved by: | | Director/Asst. Director, Office of Community Programs | Date Approved: | |
| Additional Instructions: | | | | |
| | | | | |
| | | | | |

**EXHIBIT F
QUARTERLY REPORT FORM SAMPLE
PROGRESS SUMMARY**

| | | | |
|--|--------------------------------------|-------------------------------------|--|
| Awardee Name: | | | |
| Address: | | | |
| Award # | | | |
| Project Name: | | | |
| Quarterly Report: (select quarter and type year): | | | |
| <input type="checkbox"/> January, ____ | <input type="checkbox"/> April, ____ | <input type="checkbox"/> July, ____ | <input type="checkbox"/> October, ____ |
| Contact Person: | | | Contact Phone #: |
| Contact Email: | | | |

QUARTERLY REPORTS

As a condition of the Award, reports are due quarterly on January 1, April 1, July 1, and October 1. **(PLEASE NOTE: There will not be any disbursement of funds unless all project reports are current. Additional reports and information may be required as determined by the Department.)**

Reports must include the following information:

1. What has occurred during this reporting period (or the date of the award agreement for the first report)?
2. Are goals, objectives and milestones on target (see Exhibit C Project Schedule)? What, if any obstacles have caused delay in the Program Schedule? Discuss how you intend to overcome these obstacles? Please state if you need technical assistance.
3. What do you expect to take place in the next quarter? Please list any upcoming events, meetings and ribbon cuttings for this project.
4. If the project involves capital improvements to a property, have you submitted a scope of work, photos and map to the project manager for MHT/Codes review?
5. What date do you anticipate submitting the next Request for Payment? What is the anticipated amount of funds that will be requested?
6. What other neighborhood revitalization impact have occurred?
7. Please provide electronic photos (before, during and after) or printed materials (i.e. newspaper clippings, web articles, etc.) related to the award, if available. Complete Quarterly Report Expense Summary (Exhibit F attachment).

I hereby certify that the information set forth in this document and in any attachment in support thereof, is true, is correct, is complete, and is in compliance with the terms of the Award Agreement to the best of my knowledge and belief.

SAMPLE

go to <http://projectportal.dhcd.state.md.us>

| | | |
|--------------------------------------|-------|------|
| Authorized Signature | Title | Date |
| to complete and submit forms online. | | |

EXHIBIT F
QUARTERLY REPORT FORM SAMPLE
PROGRESS SUMMARY
(Continued)

REMINDER OF FINAL REPORT REQUIREMENTS

As stipulated in the Award Agreement, within forty-five (45) days after completion of the Project, Awardees must submit to the Department a Final Report that describes the completed Project, the success of the Project, any problems encountered in completing the Project and such other information as may be required by the Department. The Final Report shall also contain an Expense and Revenue Summary of the Project, certified by the highest fiscal officer of Awardees, which lists all expenditures relating to the Award. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

SAMPLE:

*go to <http://projectportal.dhcd.state.md.us>
to complete and submit forms online.*

EXHIBIT F
QUARTERLY REPORT FORM SAMPLE
EXPENSE SUMMARY

| | | | |
|---|--------------------------------------|-------------------------------------|--|
| Awardee Name: | | | |
| Award # | | | |
| Project Name: | | | |
| Quarterly Report: (select quarter and type year): | | | |
| <input type="checkbox"/> January, ____ | <input type="checkbox"/> April, ____ | <input type="checkbox"/> July, ____ | <input type="checkbox"/> October, ____ |

| Requests for Payments: Submitted to Neighborhood Revitalization (Retain List) | | | | | |
|---|-------|------------------------------|------------------------|-----------------------|----------------------|
| RFP # | Dates | Vendor & Expense Description | Amount Funds Requested | Amount Funds Received | Budget Activity Type |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| Totals: | | | | | |

| Requests for Payments: Projected for Next Quarter(s) | | | |
|--|------------------------------|--------------------------|----------------------|
| Quarter | Vendor & Expense Description | Request Amount Projected | Budget Activity Type |
| | | | |
| | | | |
| | | | |
| | | | |

I hereby certify that the information set forth in this document and in any attachment in support thereof, is true, is correct, is complete, and is in compliance with the terms of the Award Agreement to the best of my knowledge and belief.

SAMPLE:

 Authorized Signature

 Title

 Date

*go to <http://projectportal.dhcd.state.md.us>
 to complete and submit forms online.*

EXHIBIT G
FINAL REPORT FORM SAMPLE

| | |
|-----------------------|--------|
| NR Program: | SAMPLE |
| Awardee Name: | |
| Project Name: | |
| Award Number: | |
| Contact Name: | |
| Contact Phone: | |
| Contact Email: | |
| Date of Final Report: | |

go to <http://projectportal.dhcd.state.md.us>

FINAL REPORT REQUIREMENTS *and submit forms online.*

Within forty-five (45) days after completion of the Project, Awardees shall submit to the Department a Final Report that describes the completed Project, the success of the Project, any problems encountered in completing the Project and such other information as may be required by the Department. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Awardees, which lists all expenditures relating to the Award and the final project budget. Please state any additional funding secured for the project that was not listed on the agreement budget. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

A. AWARD ACTIVITY AND PROGRAM

1. Describe the completed projects. Was the project completed as described in the project description section of the agreement? If the completed project changed from the original project description, describe the change.
2. Describe the success of the completed project. Were any of the outcomes listed below achieved? What other outcomes were achieved? How did you measure your success?
Possible BRNI Project Outcomes
 - Improve the health of local economies in existing communities;
 - Create local jobs and services;
 - Facilitate concentrated growth and mixed-use development;
 - Catalyze development around State-designated Transit-Oriented Development (TOD) sites;
 - Provide a range of housing choices for people of all economic backgrounds;
 - Support and expand the success of specially designated districts such as historic commercial districts, Main Street and Arts and Entertainment District communities;
 - Demonstrate growth and development practices that protect the environment and conserve air, water and energy resources, encourage walkability and recreational opportunities, and where available, create access to transit;
 - Increase communication and collaboration between all community development partners, including State and local governments, non-profit organizations, and community members.
3. BRNI aims to demonstrate how strategic investment in local housing and businesses can lead to healthy, sustainable communities with a growing tax base and enhanced quality-of-life. Now that project activity is complete, what opportunities have been created for attracting public and private investment that achieve Sustainable Community and neighborhood plans? List all other sources of financing and funding for the project that resulted or may result from the initial investment of BRNI funds.
4. Describe what problems, if any, were encountered in completing the project.
5. What are the next steps (plans/goals) for this project?
6. Are appropriate reports, pictures, slides, and/or printed literature provided?

EXHIBIT G
FINAL REPORT FORM SAMPLE
(Continued)

B. FINANCIAL MANAGEMENT AND RECORD KEEPING

1. Has the Revenue and Expense Summary been certified by your highest fiscal officer?
2. Has all the evidence of expenses for the project been submitted with Request for Payment?
3. Was all evidence of expenses incurred consistent with the budget of the award agreement?
4. The award agreement may have listed other funding sources for this project, were these funds secured? Were there additional funding sources not stated on the budget?
5. Is there an unexpended balance of funds?
6. How will you keep files related to the award accessible to DHCD for three (3) years?
7. Is there documentation that the special conditions, if any, were met? If the award was a loan, provide a summary of your loan terms (loan amount, maturity date, interest rate, etc).

C. REVITALIZATION PROJECT IMPACT

1. How did this contribute to the overall revitalization of the community?
2. What benefits occurred during the implementation or completion of the project?
3. What additional neighborhood reinvestment has resulted from the completion of the project?
4. Please fill out the attached Project Impact Data Sheet to provide additional information.

ATTACHMENT: FINAL EXPENSE SUMMARY FORM

ATTACHMENT: FINAL REVENUE (BUDGET) SUMMARY FORM

ATTACHMENT: FINAL IMPACT DATA SHEET

ATTACHMENT: SUPPORTING DOCUMENTATION

I hereby certify that the information set forth in this document and in any attachments in support thereof, is true, is correct, is complete, and is in compliance with the terms of the Award Agreement to the best of my knowledge and belief.

SAMPLE

go to <http://projectportal.dhcd.state.md.us>

to complete and submit forms online.

| BELOW FOR STATE USE ONLY | | |
|------------------------------|------|----|
| Additional Sources of Funds: | YES | NO |
| Database Updated: | YES | NO |
| Final Monitoring Signature: | | |
| | | |
| Name, Title | Date | |

EXHIBIT G
FINAL REPORT FORM SAMPLE
(continued)
ATTACHMENT: FINAL EXPENSE SUMMARY

| | |
|---------------|--|
| Awardee Name: | |
| Award # | |
| Project Name: | |

| Requests for Payments: Submitted to Neighborhood Revitalization (Retain List) | | | | | |
|---|-------|------------------------------|------------------------------|-----------------------------|----------------------------|
| RFP # | Dates | Vendor & Expense Description | Amount Funds Requested | Amount Funds Received | Budget Activity Type |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| Totals: | | | | | |

go to <http://projectportal.dhcd.state.md.us>
to complete and submit forms online.

EXHIBIT G
FINAL REPORT FORM SAMPLE

(continued)

ATTACHMENT: FINAL REVENUE (BUDGET) SUMMARY

| |
|----------------------|
| Awardee Name: |
| Award # |
| Project Name: |

SAMPLE

go to <http://projectportal.dhcd.state.md.us>

to complete and submit forms online.

| Activity | Capital Amount | Operating Amount | Grantee Contribution Amount | Other Source Amount | Other Source Name | Totals by Activity |
|--------------------------------------|----------------|------------------|-----------------------------|----------------------------|-------------------|--------------------|
| Building/Site Acquisition | | | | | | |
| Pre-Development | | | | | | |
| Studies: Market/Feasibility/Planning | | | | | | |
| New Construction | | | | | | |
| Rehabilitation/Renovation | | | | | | |
| Project Administration (Cash) | | | | | | |
| Project Administration (In-Kind) | | | | | | |
| Other (A): | | | | | | |
| Other (B): | | | | | | |
| Other (C): | | | | | | |
| Other (D): | | | | | | |
| Totals of Funds By Source: | | | | | | |
| | | | | | | |
| | | | | Total Award Amount: | | |
| | | | | Total Project Cost: | | |

EXHIBIT G
FINAL REPORT FORM SAMPLE
 (continued)
ATTACHMENT: FINAL IMPACT DATA SHEET

| | |
|----------------------|---------|
| Awardee Name: | SAMPLE: |
| Award # | |
| Project Name: | |

go to <http://projectportal.dhcd.state.md.us> to complete and submit forms online.

| | Project Type: | |
|----|--|--------------|
| | NAISC Code: | |
| | Description | Value |
| | "As is" tax value of property: | |
| | "As completed" tax value of property: | |
| 3 | Number of existing housing units that will be renovated: | |
| 4 | Number of new housing units that will be created: | |
| 5 | Number of new homeowners (each household equals 1 homeowner): | |
| 6 | Percentage of Neighborhood Revitalization funds that will be repaid within 5 years: | |
| 7 | Number of existing clients to be served annually at the project location: | |
| 8 | Number of new clients to be served annually at the project location: | |
| 9 | Number of commercial facades that will be added or improved: | |
| 10 | Number of linear feet of streetscape that will be added or improved: | |
| 11 | Number of linear feet of water sewer lines that will be added or improved: | |
| 12 | Additional neighborhood investment that will result from this project over the next 3 years: | |
| 13 | Annual increase in sales (for retail and commercial activities): | |
| 14 | Number of vacant/underutilized buildings that will be put back into operation: | |
| 15 | Square footage of vacant/underutilized space that will be put back into operation: | |
| 16 | Length of time (in years) property referenced above has been vacant: | |
| 17 | Number of blighted properties to be removed: | |
| 18 | Increase in inventory of developable lots: | |
| 19 | Number of direct permanent employees: | |
| 20 | Number of direct temporary employees: | |
| 21 | Number of direct permanent Maryland resident employees: | |

EXHIBIT G
FINAL REPORT FORM SAMPLE
 (continued)
ATTACHMENT: FINAL IMPACT DATA SHEET

SAMPLE:

| | Description | Value |
|-----|--|-------|
| 22 | Number of direct temporary employees: includes part-time employees: | |
| 23 | Annual wages/salaries of direct permanent employees: | |
| 24 | Annual wages/salaries of direct temporary employees: | |
| 25 | Annual project operating expenditures including wages/salaries: | |
| 26 | Visitor based activities | |
| 26a | Number of new annual day-trip patron: | |
| 26b | Number of new annual overnight patrons: | |
| 26c | Admission fee (per entry): | |
| 27 | For Community Impact activity of your project program not addressed by the previous questions, provide a short description and numerical count (e.g. "50 Trees planted at \$50 each," 2500). | |

go to <http://projectportal.dhcd.state.md.us>
 to complete and submit forms online.

**COMMUNITY LEGACY APPLICATION
DISCLOSURE AUTHORIZATION AND CERTIFICATION**

The undersigned authorizes the Department of Housing and Community Development (the "Department") to make such inquiries as necessary, including, but not limited to, credit inquiries, in order to verify the accuracy of the statements made by the applicant and to determine the creditworthiness of the applicant.

In accordance with Executive Order 01.01.1983.18, the Department advises you that certain personal information is necessary to determine your eligibility for financial assistance. Availability of this information for public inspection is governed by Maryland's Access to Public Records Act, State Government Article, Section 10-611 *et seq.* of the Annotated Code of Maryland (the "Act"). This information will be disclosed to appropriate staff of the Department or to public officials for purposes directly connected with administration of this financial assistance program for which its use is intended. Such information may be shared with State, federal or local government agencies, which have a financial role in the project. You have the right to inspect, amend, or correct personal records in accordance with the Act.

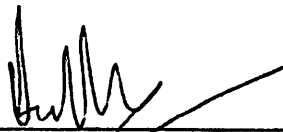
The Department intends to make available to the public certain information regarding projects recommended for reservation of funds by Community Legacy. The information available to the public will include the information in this application, as may be supplemented or amended. This information may be confidential under the Act. If you consider this information confidential and do not want it made available to the public, please indicate that in writing and attach the same to this application.

You agree that not attaching an objection constitutes your consent to the information being made available to the public and a waiver of any rights you may have regarding this information under the Act.

I have read and understand the above paragraph. Applicant's Initials: HW

Anyone who knowingly makes, or causes to be made, any false statement or report relative to this financial assistance application, for the purposes of influencing the action of the Department on such application, is subject to immediate cancellation of financial assistance and other penalties authorized by law.

The undersigned hereby certifies that the Plan or Project(s) proposed in this Application can be accomplished in accordance with the development budget set forth herein and further certifies that the information set herein and in any attachment in support hereof is true, correct, and complete to the best of his/her knowledge and belief.



Authorized Signature

HOWARD DAVIS EXECUTIVE DIRECTOR

Type Name and Title

7-9-15

Date

RESOLUTION NO. FHR 01-15

TOWN OF FAIRMOUNT HEIGHTS, Maryland

Resolution No: FHR 01-15

Introduced By: MAYOR PATRICIA WAITERS
COUNCIL MEMBER

Co-Sponsors: PATRICIA UKKUNDO OOHWAKA

Session: WORK SESSION

Date of Introduction: 7/7/2015

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FAIRMOUNT HEIGHTS
SUPPORTING THE REDEVELOPMENT AUTHORITY OF PRINCE GEORGE'S APPLICATION FOR
COMMUNITY LEGACY FUNDING AND OTHER POTENTIAL FUNDING SOURCES FOR THE
DEVELOPMENT OF A NET ZERO ENERGY HOME DISTRICT AND THE CONSTRUCTION OF SEVEN
SINGLE FAMILY HOMES ON VACANT LAND OWNED BY THE TOWN OF FAIRMOUNT HEIGHTS.**

WHEREAS, the Town of Fairmount Heights recognizes that there is a significant need for the reinvestment and revitalization of the communities in Fairmount Heights and Prince George's County; and

WHEREAS, the Town of Fairmount Heights is located within the boundaries of the Central Avenue-Metro Blue Line Corridor Sustainable Community; and

WHEREAS, the boundary description states, the Sustainable Community Area (SC Area) encompasses the incorporated municipalities of the Town of Capitol Heights, Town of Fairmount Heights, and the City of Seat Pleasant; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform with the local zoning codes; and

WHEREAS, the project will contribute to the rebranding of the Town of Fairmount Heights by creating the first Net Zero Energy District in the State of Maryland; and

WHEREAS, the applicable laws and regulations require approval of the Community Legacy Project and Project Financing by the Mayor and Town Council of the town of Fairmount Heights and, where appropriate, by the chief elected official of the local subdivision; and

NOW, THEREFORE, BE IT RESOLVED the Mayor and Town Council hereby endorse the creation of the Net Zero Energy District and the construction of seven single family homes on vacant land currently owned by the Town;

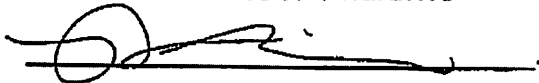
BE IT FURTHER RESOLVED the Mayor and Town Council will endorse this Resolution, thereby indicating their approval thereof; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

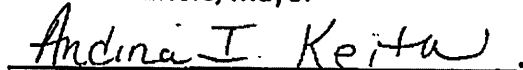
READ AND PASSED THIS 14th day of July 2015.

BY ORDER: _____, I hereby certify that Resolution Number 01-15 is true and correct and duly adopted by the Mayor and Town Council of the Town of Fairmount Heights

TOWN OF FAIRMOUNT HEIGHTS



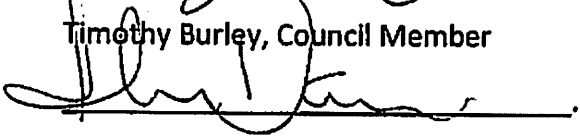
Patricia Waiters, Mayor



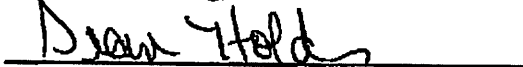
Andina Keith, Vice Chair



Timothy Burley, Council Member

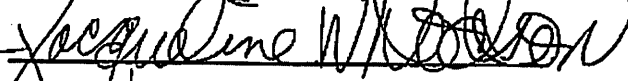


Sherrie Downing, Council Member



Sean Holder, Council Member

Patricia Ukkundo'Oohwaka) Council Member



Jacqueline Wood-Dodson, Council Member

Attest:

JoAnn Tucker, Town Clerk

Date: 7/9/15

**REDEVELOPMENT AUTHORITY OF PRINCE GEORGE'S COUNTY
RESOLUTION 2015-8**

A Resolution Approving the Executive Director to apply for funding from the Department of Housing and Community Development of the State of Maryland for the Community Legacy program in Fairmount Heights, MD and Strategic Demolition and Smart Growth Investment Fund in Brentwood, MD

WHEREAS, the Redevelopment Authority of Prince George's County (the "Redevelopment Authority") was created by CB-85-1997 pursuant to Chapter 266 of the Laws of Maryland, 1996; and

WHEREAS, the Charter of the Redevelopment Authority was approved by the Prince George's County Council pursuant to CR-60-1998 and duly filed with the State of Maryland; and

WHEREAS, Sec. 15B-109(a) of the Prince George's County Code (the "Code") provides that the Redevelopment Authority may make rules and regulations for the operation and use of land, property and undertakings under its jurisdiction in the manner provided by local law; and

WHEREAS, the Redevelopment Authority is hereby authorized to apply for a Community Legacy Award of up to \$500,000 from the Department of Housing and Community Development of the State of Maryland ("DHCD"), for the implementation of a SDSGIF Project in Brentwood, MD (the "SDSGIF Project") for the purpose of providing predevelopment support for the redevelopment of 4100 Rhode Island Avenue in Brentwood, MD; and

WHEREAS, the Redevelopment Authority is hereby authorized to apply for a Strategic Demolition and Smart Growth Investment Fund Award of up to \$500,000 from DHCD, for the implementation of a Community Legacy Project in Fairmount Heights, MD (the "Community Legacy Project") for the purpose of providing predevelopment support for the development of up to eight single family net zero energy homes; and

WHEREAS, the Redevelopment Authority is hereby authorized to apply for the funding from DHCD for the Community Legacy Project and SDSGIF Project; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Redevelopment Authority that the Executive Director is hereby authorized to execute and submit various documentation for the grant applications and subsequent agreements with the Department of Housing and Community Development of the State of Maryland.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE FOR RESOLUTION 2015-8

RESOLVED this the 7th day of July, 2015

**REDEVELOPMENT AUTHORITY OF
PRINCE GEORGE'S COUNTY**



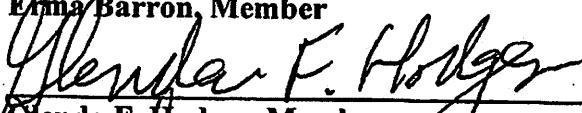
Monty Cooper, Esq., Chair




Christopher Aragona, Esq., Vice Chair



Emma Barron, Member




Glenda F. Hodges, Member



Lesli Friend, Member

David Harrington, Member



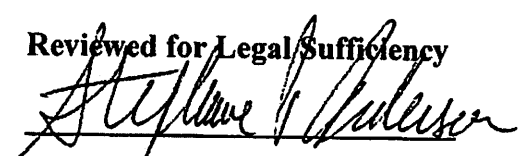
Nahee Yi, Member



Eric C. Brown, Ex-Officio Member

Thomas Himler, Ex-Officio Member

Reviewed for Legal Sufficiency



General Counsel

Entity Name: REDEVELOPMENT AUTHORITY OF PRINCE GEORGE'S COUNTY

Department ID: D05105556

General Information

Amendments

Personal Property

Certificate of Status

Principal Office (Current):

OFFICE OF LAW
RM 5121 COUNTY ADMIN BUILDING
UPPER MARLBORO, MD 20772

Resident Agent (Current):

OFFICE OF LAW
RM 5121
COUNTY ADMINISTRATION BLDG
UPPER MARLBORO, MD 20778

Status:

REVIVED

Good Standing:

Yes

What does it mean when a business is not in good standing or forfeited?

Business Code:

Ordinary Business - Non-stock

Date of Formation or Registration:

07/31/1998

State of Formation:

MD

Stock/Nonstock:

Nonstock

Close/Not Close:

No Close

Community Legacy (CL)

Grant

COVER SHEET

PROGRAM: State Revitalization Programs Application FY2016

CATEGORY: Community Legacy (CL)

AWARD ID #: SRP-CL-2016-RedevAuPGC-00157

AWARDEE: Redevelopment Authority of Prince George's County
9200 Basil Court, Suite 504
Largo, MD 20774

GRANT ACTION (check the appropriate items):

| | | |
|-----|------|---------------|
| NEW | X | Amendment |
| FY | 2016 | Scope of Work |
| | | Terms |
| | | Amount |

GRANT AMOUNT: \$250,000 AMOUNT INCREASE: \$ N/A

AMOUNT DECREASE: \$ N/A

ORIGINAL AMOUNT/IF
AMENDMENT: \$ N/A

TERM: 01/01/2016 to 06/30/2018

ORIGINAL TERM/IF
AMENDMENT: N/A to N/A

AWARD DESCRIPTIONS:

Capital Amount: \$250,000 Operating Amount: \$0

County: Prince George's County

Project Name: Net Zero Energy District - Fairmount Heights, Maryland

Project Description:

Acquisition and predevelopment costs for up to seven (7) Net Zero Energy Houses to be used as prototype for sustainable and energy efficient housing development.

JUSTIFICATION OR CONTRACT:

DATE GRANT APPROVED BY SECRETARY: Operating: Capital: 10/02/2015