

NEW CENTURY COMMUNITY PROGRAM
HISTORIC BUILDINGS RESTORATION GRANTS



GRANTS MANUAL 2008

ADMINISTERED BY

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SUMMARY

Historic Buildings Restoration Grants are awards of state monies to restore and preserve buildings and structures listed in or nominated to the National Register of Historic Places which are in governmental and non-profit ownership and which are open to the public.

The Maine Historic Preservation Commission disburses State grant monies through the New Century Community Program (New Century). As one of the seven member agencies of the Maine State Cultural Affairs Council, the Commission has been charged with administering New Century preservation grants for historic buildings, structures and sites.

I. GENERAL RULES AND DEFINITIONS

A. Definitions

Commission. "Commission" shall mean the Maine Historic Preservation Commission.

Director. "Director" shall mean the Director of the Maine Historic Preservation Commission.

Governmental Agencies. "Governmental agencies" shall mean agencies of state government, counties and other political subdivisions of the state.

Historic Buildings Restoration Grants. "Historic Buildings Restoration Grants" shall mean grants of state monies as authorized by Title 27, Sec. 505(2)(D) and (P) and Sp. Law 1985, Chap. 73 and subsequent bond issues or appropriations of this same purpose.

Letter of Agreement. A Letter of Agreement is the contract between the Commission and the grant recipient (grantee) that identifies the scope of work to be undertaken with the grant award and the general requirements of the grant award.

National Register of Historic Places. The National Register of Historic Places is the official list of the Nation's cultural resources worthy of preservation. Authorized under the National Historic Preservation Act of 1966, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect our historic and archeological resources. The National Register is administered by the National Park Service under the Secretary of the Interior.

Non-profit Organizations. "Non-profit organizations" shall mean organizations granted tax-exempt status by the State. The University of Maine and Maine Maritime Academy shall be included within this category.

Preservation Agreement. A Preservation Agreement is a legal document executed between the State and the property owner in which the property owner of record encumbers the title of the property with a covenant running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the preservation agreement whether or not the owner is the recipient of the grant award.

Stewardship Agreement. A Stewardship Agreement is a legal document executed between the State and the private property owner. The agreement is a personal contract enforceable in a court of law that binds the owner of a property to assume responsibility for maintenance of the property for a period of time relative to the amount of grant assistance provided. This agreement is not recorded with the deed and therefore is not enforceable on future owners.

Restoration. "Restoration" shall mean repair or reconstruction of deteriorated or lost building elements, or the installation of mechanical systems necessary to maintain or protect an historic property.

Standards for Historic Preservation adopted by the U.S. Secretary of the Interior. "Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68.

B. Intent

The intent of the Historic Buildings Restoration Grant program is to assist in the restoration and preservation of historic buildings and structures for the public benefit.

II. RESTORATION AND PRESERVATION GRANTS

A. Eligibility

Historic Buildings Restoration Grants will be awarded to governmental agencies and non-profit organizations which own buildings or structures listed in or nominated to the National Register of Historic Places and which are determined by the Director and the Commission to meet the criteria of this rule in a competitive grant process.

B. Grant Award Criteria

Selection criteria which shall guide the Director and the Commission in making grant awards are the following:

- 1) The extent to which critical needs threaten the survival of the building or structure.

- 2) The level of significance of the building or structure as identified by the National Register.
- 3) The degree of public benefit which the restoration would make possible.
- 4) The effectiveness of the applicant's maintenance management plan.
- 5) The geographic distribution of awards throughout the State.

III. FUNDING

A. Grant Awards

- 1) The Director, with advice of the Commission, shall determine the total amount of grant awards to be made each year from available funds.
- 2) The minimum grant award will normally be \$5,000.00, to be matched on an equal cash basis by grant recipients. In exceptional cases, non-cash match, such as donated construction materials, may be accepted. The Director, with approval of the Commission, may award up to 100 percent of the funding for a project proposed by any State agency.
- 3) Funds for grants must be expended by grant recipients within two (2) years of the date of the grant award unless the Director, in his discretion, extends, the 2-year time limit due to extra-ordinary factors. Funds unexpended after that time will be transferred to other eligible projects.

B. Allowable Costs

The following costs are allowable and may be funded by a grant award:

- 1) Historic, architectural, and archaeological research necessary for pre-construction data collection.
- 2) Plans and specifications developed by a Maine-licensed architect or engineer.
- 3) Signs acknowledging State assistance at project sites.
- 4) Exterior and structural restoration/preservation; interior restoration/preservation; necessary improvements to or installation of wiring, heating, plumbing, and fire/intrusion alarm systems; landscaping limited to grading for drainage, restoration of grounds to documented historic appearance, and repair of damage to grounds due to construction.
- 5) Final Project Report, including photography.

IV. ADMINISTRATION

A. General Supervision

The Director shall supervise all grant awards and the projects financed by such awards.

B. Applications

Applications shall be processed according to the procedures set forth in this rule.

C. Enforcement

Where it is determined that any grant recipient has not fulfilled the terms of the Letter of Agreement, and administrative efforts to obtain compliance are unsuccessful, the Director shall refer the matter to the Attorney General for enforcement action.

V. GRANT AWARD PROCEDURES

A. Grant Application Information

The Director will distribute grant applications and grants manuals containing the rules and other information pertaining to the administration of Historic Buildings Restoration Grants. Announcements will be made through legal notices and posting on the Commission's website (<http://www.maine.gov/mhpc>) as long as grant funds remain available.

B. Grant Application Procedure

Application for a Historic Buildings Restoration Grant must be submitted on the form developed by the Commission.

Grant application forms will include the following information:

- 1) Name of property, location, owner, and contact person.
- 2) Itemization and summary statement of restoration needs.
- 3) Proposed schedule of work.
- 4) Requested grant amount, and source of matching funds.
- 5) Summary statement of public benefit.
- 6) Applicant organization's financial status and Maintenance Management Plan.

7) Photographs

To be considered, an application must be fully completed and postmarked by the announced deadline.

C. State Agencies

Any department or agency of state government may apply for a Historic Buildings Restoration Grant with the approval of the Department or agency head and the Director of the Bureau of General Services.

D. Other Governmental Agencies

Applications from other governmental agencies shall be approved by the legislative body of the political subdivision prior to filing.

E. Grievance Procedure

- 1) Any applicant aggrieved by the grant award decision of the Director and the Commission may appeal to the Director for a review. Any such appeal must be in writing and shall set forth the manner in which the aggrieved claims a decision was arbitrary or unreasonable. An appeal must be made within 10 days of receipt of notification of adverse decision.
- 2) The Director may, at his discretion, hold a meeting with the aggrieved applicant. The Director shall appoint a grievance committee of three persons to conduct a review of the appeal. The committee will include representatives from the Commission, the Commission's Citizen's Advisory Committee and another appropriate state bureau. The Committee shall, within 21 days, issue a report to the Director which addresses whether the original decision was arbitrary or unreasonable.
- 3) The final decision of the Director, with approval of the Commission, shall be made in accordance with the selection criteria, after considering the recommendations of the grievance committee. Such a decision shall be final agency action on the matter.
- 4) An aggrieved applicant may be awarded a grant or an increased grant amount where previously denied or limited to a lower figure only when the grant would not require the denial or decrease in a grant award of other eligible applicants which have already executed Letters of Agreement or covenants.

F. Covenants

Prior to final approval of an application, the Director and the Commission may

require an applicant to execute a covenant to secure continued public access and maintenance of the historic integrity of the structure and a right of first refusal to the State should the building or structure ever be offered for sale.

G. Grant Review and Implementation Schedule

June 6, 2008: Deadline for postmarked applications.

June 2008: Commission reviews applications.

July 2008: Commission awards grants.

VI. GRANT AWARD REQUIREMENTS

A. Stewardship Agreements and Preservation Agreements

1) A successful grant recipient shall enter into a Stewardship Agreement or a Preservation Agreement to guarantee maintenance of the building or structure and public benefit requirements. Requirements will vary, depending on the nature of the work to be accomplished with grant monies. Duration of the Stewardship or Preservation Agreement for each building or structure will be determined by the amount of the grant award, as follows:

- a) State assistance up to \$10,000: 5-year Stewardship Agreement;
- b) State assistance from \$10,001 to \$25,000: 10-year Preservation Agreement;
- c) State assistance from \$25,001 to \$50,000: 15-year Preservation Agreement;
- d) State assistance from \$50,001 to \$100,000: 20-year Preservation Agreement;
- e) State assistance from \$100,001 and above: 30-year Preservation Agreement.

[**Note:** the amounts above are not meant to suggest that grant awards will be made at any or all of these levels of funding. The total amount awarded and the amount of individual awards varies depending on the funding available. In the recent past, individual awards did not exceed \$20,000.]

2) This agreement shall substantially conform to the sample Stewardship Agreement in Appendix D or the sample Preservation Agreement in Appendix E.

B. Payment Procedures

- 1) Grant awards shall be paid on a reimbursement basis only. Recipients shall submit to the Director copies of all bills approved in writing by the architect/engineer (if applicable) for the project and copies of canceled checks in payment of such bills.
- 2) Upon receipt of required documentation, the Director will issue a check for 50% of the incurred costs.
- 3) A final project report by the project architect/engineer must be completed in accordance with the format adopted in Appendix F and accepted by the Director prior to payment of the final grant award monies.

C. Project Work

- 1) All project work shall be accomplished by persons licensed in the State of Maine to practice their profession or trade as applicable.
- 2) Plans and specifications (if necessary for the scope of work) must be developed by a licensed architect or engineer prior to commencement of the restoration work.
- 3) A sign which acknowledges State assistance through the New Century Community Program shall be in place throughout the duration of the project at a prominent on-site location visible to the public. The Grantee will include in all promotion of the project (publicity, advertising, programs) the following minimum credit line:

This Project has been made possible in part by a matching grant through the Maine Historic Preservation Commission from the Maine State Cultural Affairs Council's New Century Community Program, a statewide cultural initiative funded by the people of Maine.

- 4) A final report of the project, including photography, shall be submitted to the Director upon completion of the project.
- 5) Project work shall conform to Standards for Historic Preservation adopted by the U. S. Secretary of the Interior (sections relating to stabilization, preservation, restoration, and reconstruction) and the Maine Historic Restoration Standards (05-089, Chap. 74) (see Appendices A, B).

D. State Buildings

Grants awarded for the restoration/preservation of state-owned or state-leased buildings or structures shall be implemented in compliance with the State of Maine *Architectural and Engineering Services Procurement Manual* and with the approval of the Bureau of General Services.

VII. CIVIL RIGHTS REQUIREMENTS

No grant may be awarded to an applicant found to be engaged in discriminatory practices. The Director may withhold payment of all or part of a grant award to any recipient found after an adjudicatory proceeding or adjudication to be in violation of the Maine Human Rights I Act (5 M.R.S.A. §4551, et. seq.) or the Federal Civil Rights Act (42 U.S.C. §1981, et seq.).

VIII. CONFLICT OF INTEREST PROHIBITIONS

No person shall participate in the selection, award, or administration of a grant, contract, or subcontract assisted by a Historic Buildings Restoration Grant if a conflict of interest, real or apparent, would result. A conflict of interest is deemed to consist of any financial or other personal interest in such grants or contracts if such involvement can be expected to result in subsequent financial remuneration. Conflict of interest would arise when any of the following has a financial or other interest in the selection of grant awards, architectural/engineering services or any contractors or subcontractors:

- 1) Staff members of the Commission or Commission Members;
- 2) Any members of their immediate families;
- 3) Any of their business partners;
- 4) Organizations which employ, or are about to employ, any of the above.

However, Commission Members who abstain from the decision-making process for grants during one year shall not be considered to be ineligible to take part in, or benefit from, such activity.

IX. STATUTORY AUTHORITY

5 M.R.S.A. §1931, 27-A M.R.S.A. §§504, 505, P. and Sp. L. 1985, c. 73; and 27 M.R.S.A. §558.

APPENDIX A: SECRETARY OF THE INTERIOR'S STANDARDS AND GUIDELINES FOR THE PRESERVATION AND RESTORATION OF HISTORIC BUILDINGS

The *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving and Restoring Historic Buildings* are intended to provide guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers prior to treatment.

STANDARDS FOR PRESERVATION

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

The expressed goal of the **Standards for Preservation and Guidelines for Preserving Historic Buildings** is retention of the building's existing form, features and detailing. This may be as simple as basic maintenance of existing materials and features or may involve preparing a historic structure report, undertaking laboratory testing such as paint and mortar analysis, and hiring conservators to perform sensitive work such as reconstituting interior finishes. Protection, maintenance, and repair are emphasized while replacement is minimized.

Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Preservation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained in order to preserve that character. Therefore, guidance on *identifying, retaining, and preserving* character-defining features is always given first. The character of a historic building may be defined by the form and detailing of exterior materials, such as masonry, wood, and metal; exterior features, such as roofs, porches, and windows; interior materials, such as plaster and paint; and interior features, such as moldings and stairways, room configuration and spatial relationships, as well as structural and mechanical systems; and the building, site and setting.

Stabilize Deteriorated Historic Materials and Features as a Preliminary Measure

Deteriorated portions of a historic building may need to be protected through preliminary stabilization measures until additional work can be undertaken. *Stabilizing* may include structural reinforcement, weatherization, or correcting unsafe conditions. Temporary stabilization should always be carried out in such a manner that it detracts as little as possible from the historic building's appearance. Although it may not be necessary in every preservation project, stabilization is nonetheless an integral part of the treatment **Preservation**; it is equally applicable, if circumstances warrant, for the other treatments.

Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Preservation** work, then *protecting and maintaining* them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. For example, protection includes the maintenance of historic materials through treatments such as rust removal, caulking, limited paint removal, and reapplication of protective coatings; the cyclical cleaning of roof gutter systems; or installation of fencing, alarm systems and other temporary protective measures. Although a historic building will usually require more extensive work, an overall evaluation of its physical condition should always begin at this level.

Repair (Stabilize, Consolidate, and Conserve) Historic Materials and Features

Next, when the physical condition of character-defining materials and features requires additional work, *repairing* by *stabilizing, consolidating, and conserving* is recommended. **Preservation** strives to retain existing materials and features while employing as little new

material as possible. Consequently, guidance for repairing a historic material, such as masonry, again begins with the least degree of intervention possible such as strengthening fragile materials through consolidation, when appropriate, and repointing with mortar of an appropriate strength. Repairing masonry as well as wood and architectural metal features may also include patching, splicing, or otherwise reinforcing them using recognized preservation methods. Similarly, within the treatment **Preservation**, portions of a historic structural system could be reinforced using contemporary materials such as steel rods. All work should be physically and visually compatible, identifiable upon close inspection and documented for future research.

Limited Replacement In Kind of Extensively Deteriorated Portions of Historic Features

If repair by stabilization, consolidation, and conservation proves inadequate, the next level of intervention involves the *limited replacement in kind* of extensively deteriorated or missing parts of features when there are surviving prototypes (for example, brackets, dentils, steps, plaster, or portions of slate or tile roofing). The replacement material needs to match the old both physically and visually, *i.e.*, wood with wood, etc. Thus, with the exception of hidden structural reinforcement and new mechanical system components, substitute materials are not appropriate in the treatment **Preservation**. Again, it is important that all new material be identified and properly documented for future research.

STANDARDS FOR RESTORATION

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

GUIDELINES FOR RESTORING HISTORIC BUILDINGS

Rather than maintaining and preserving a building as it has evolved over time, the expressed goal of the **Standards for Restoration and Guidelines for Restoring Historic Buildings** is to make the building appear as it did at a particular - and most significant - time in its history. First, those materials and features from the "restoration period" are identified, based on thorough historical research. Next, features from the restoration period are maintained, protected, repaired (i.e., stabilized, consolidated, and conserved), and replaced, if necessary. As opposed to the treatment **Preservation**, the scope of work in **Restoration** can include removal of features from other periods; missing features from the restoration period may be replaced, based on documentary and physical evidence, using traditional materials or compatible substitute materials. The final guidance emphasizes that only those designs that can be documented as having been built should be recreated in a restoration project.

Identify, Retain, and Preserve Materials and Features from the Restoration Period

The guidance for the treatment **Restoration** begins with recommendations to identify the form and detailing of those existing architectural materials and features that are significant to the restoration period as established by historical research and documentation. Thus, guidance on *identifying, retaining, and preserving features* from the restoration period is always given first. The historic building's appearance may be defined by the form and detailing of its exterior materials, such as masonry, wood, and metal; exterior features, such as roofs, porches, and windows; interior materials, such as plaster and paint; and interior features, such as moldings and stairways, room configuration and spatial relationships, as well as structural and mechanical systems; and the building's site and setting.

Protect and Maintain Materials and Features from the Restoration Period

After identifying those existing materials and features from the restoration period that must be retained in the process of **Restoration** work, then *protecting and maintaining* them is addressed. Protection generally involves the least degree of intervention and is preparatory to

other work. For example, protection includes the maintenance of historic material through treatments such as rust removal, caulking, limited paint removal, and re-application of protective coatings; the cyclical cleaning of roof gutter systems; or installation of fencing, alarm systems and other temporary protective measures. Although a historic building will usually require more extensive work, an overall evaluation of its physical condition should always begin at this level.

Repair (Stabilize, Consolidate, and Conserve) Materials and Features from the Restoration Period

Next, when the physical condition of restoration period features requires additional work, repairing by *stabilizing, consolidating, and conserving* is recommended. **Restoration** guidance focuses upon the preservation of those materials and features that are significant to the period. Consequently, guidance for repairing a historic material, such as masonry, again begins with the least degree of intervention possible, such as strengthening fragile materials through consolidation, when appropriate, and repointing with mortar of an appropriate strength. Repairing masonry as well as wood and architectural metals includes patching, splicing, or otherwise reinforcing them using recognized preservation methods. Similarly, portions of a historic structural system could be reinforced using contemporary material such as steel rods. In **Restoration**, repair may also include the limited replacement in kind --or with compatible substitute material-- of extensively deteriorated or missing parts of existing features when there are surviving prototypes to use as a model. Examples could include terra-cotta brackets, wood balusters, or cast iron fencing.

Replace Extensively Deteriorated Features from the Restoration Period

In **Restoration**, replacing an entire feature from the restoration period (i.e., a cornice, balustrade, column, or stairway) that is too deteriorated to repair may be appropriate. Together with documentary evidence, the form and detailing of the historic feature should be used as a model for the replacement. Using the same kind of material is preferred; however, compatible substitute material may be considered. All new work should be unobtrusively dated to guide future research and treatment. If documentary and physical evidence are not available to provide an accurate recreation of missing features, the treatment Rehabilitation might be a better overall approach to project work.

Remove Existing Features from Other Historic Periods

Most buildings represent continuing occupancies and change over time, but in **Restoration**, the goal is to depict the building as it appeared at the most significant time in its history. Thus, work is included to remove or alter existing historic features that do not represent the restoration period. This could include features such as windows, entrances and doors, roof dormers, or landscape features. Prior to altering or removing materials, features, spaces, and finishes that characterize other historical periods, they should be documented to guide future research and treatment.

Re-Create Missing Features from the Restoration Period

Most **Restoration** projects involve re-creating features that were significant to the building at a particular time, but are now missing. Examples could include a stone balustrade, a porch, or cast iron storefront. Each missing feature should be substantiated by documentary and physical evidence. Without sufficient documentation for these "re-creations," an accurate

depiction cannot be achieved. Combining features that never existed together historically can also create a false sense of history. Using traditional materials to depict lost features is always the preferred approach; however, using compatible substitute material is an acceptable alternative in **Restoration** because, as emphasized, the goal of this treatment is to replicate the "appearance" of the historic building at a particular time, not to retain and preserve all historic materials as they have evolved over time.

Energy Efficiency / Accessibility Considerations / Health and Safety Code Considerations

These sections of the **Restoration** guidance address work done to meet accessibility requirements and health and safety code requirements; or limited retrofitting measures to improve energy efficiency. Although this work is quite often an important aspect of restoration projects, it is usually not part of the overall process of protecting, stabilizing, conserving, or repairing features from the restoration period; rather, such work is assessed for its potential negative impact on the building's historic appearance. For this reason, particular care must be taken not to obscure, damage, or destroy historic materials or features from the restoration period in the process of undertaking work to meet code and energy requirements.

APPENDIX B: MAINE HISTORIC RESTORATION STANDARDS

SUMMARY: The Maine Historic Restoration Standards are adopted to guide and govern owners of historic buildings and structures, and local historical commissions involved in the preservation, restoration, reconstruction, and rehabilitation of historic properties. These standards shall govern all projects funded by state grants administered by the Director of the Maine Historic Preservation Commission and buildings offered for federal tax incentives pertaining to historic preservation. Otherwise, the standards serve as guides for owners of historic buildings and structures who seek to follow appropriate standards of care.

1. GENERAL INTENT AND SCOPE OF THE RULE

The intent of the Maine Historic Restoration Standards is to assist the public in the proper preservation, restoration, reconstruction, and rehabilitation of historic buildings and structures. While no two historic buildings or structures have the same problems and needs, the Standards detail proper approaches to treatment of historic fabric.

2. DEFINITIONS

The terms used in this rule shall have the following meanings:

Commission. "Commission" shall mean the Maine Historic Preservation Commission.

Director. "Director" shall mean the Director of the Maine Historic Preservation Commission or a designated staff member of the Historic Preservation Commission.

Historic Building. "Historic Building" or "Buildings" shall mean any building or structure subject to these standards.

Historic Material. "Historic Material or Feature" shall be deemed to be any material or feature at least 50 years old which is part of or attached to the exterior of the building or structure. The Director may assume a material or feature to be at least 50 years old in the absence of contrary evidence. Material which is less than 50 years old, but which closely and adequately mimics earlier design features shall be considered "historic material".

All exterior historic material, regardless of location and visibility, will be deemed of equal importance unless the Director determines otherwise. The Director's determinations of the relative importance of visible versus non-visible elevations shall be made on a case by case basis. It should be recognized the public visibility of and access to facades may change drastically over time.

The Director may judge certain material to be expendable, and not subject to the following provisions if he finds that the material was not part of a major historic design change that was important in its own right, or if it covers existing earlier material of a more important nature.

New Design Elements. "New Design Elements" shall mean any material or Feature added to or made visible from the exterior of a building or structure in the course of rehabilitation or maintenance which is not replicative of a material or feature present at the time the project commenced or new materials and features meant to replace existing historic materials features which are beyond repair. It shall also mean new features or materials which are meant to replicate features or materials which originally or historically existed on the building but which do not exist at the time the project commences.

Restoration. "Restoration" shall mean the conservation and/or repair or restoration of existing historic materials or features or their exact replication when deteriorated beyond repair or lost.

Visible. "Visible" shall mean visible from any public way. The Director may further restrict this definition on a case-by-case basis when to do so would implement the intent of this rule.

3. RESTORATION AND PRESERVATION STANDARDS

A. Roofing

- 1) Existing historic roofing material may not be removed or covered unless judged by the Director to be so damaged as to warrant replacement, in which case it must be replaced by the same material or what the Director judges to be an appropriate substitute.
- 2) This review may extend to roof flashing material if the Director so determines.
- 3) The Director may waive this section for small portions of a roof surface where he has determined that a new design feature in that location, such as a skylight, recessed deck, or rooftop addition, would be compatible with the design of the building.

B. Wooden Siding

- 1) Existing wooden historic siding materials, such as clapboards, matched boards, or shingles, may not be removed or covered unless determined by the Director to be damaged so as to warrant replacement, in which case they must be replaced by the same material fashioned to the same design.

The Director may waive the prohibition for small portions of a sided wall where he has determined that a new design feature in that location, such as a door or window, would be compatible with the design of the building.

- 2) The covering of historic or replacement siding by artificial siding

materials such as vinyl or aluminum is specifically prohibited.

- 3) Wooden siding which is and has historically been painted must be repainted or given a heavy-bodied, opaque stain. Clear stains cannot be used on historic or replacement siding.
- 4) Paint may be removed from historic siding by non-abrasive methods only, such as traditional scraping, applied heat or chemicals; it may not be removed by abrasive methods such as sandblasting. Belt sanding may be used except where older clapboards may be damaged by this method.
- 5) Wooden siding that may exist under later synthetic siding shall be within the scope of this review.

C. Wooden or Metal Appurtenances, Trim Elements, or Decorative Details

- 1) This section applies to such items as porch posts, balusters, rails, eaves, gutters, cornerboards, window and door mouldings, cresting, storefront trim, vergeboarding, but does not include window sashes and doors. Storefront elements which may exist under later synthetic fronts shall be included in the scope of this review.
- 2) Existing historic features in the above category may not be removed or covered unless determined by the Director to be damaged so as to warrant replacement, in which case they must be replaced by identical features.
- 3) Any historic features which have historically been painted must be repainted or given a heavy-bodied stain. Clear stains cannot be used on historic or replicative features.
- 4) Paint or stains may be removed from historic or replicative wooden features by non-abrasive methods only, such traditional scraping or applied heat, and not by abrasive methods such as belt sanding or sandblasting, except in the case of cast or wrought iron. Variables, such as the type of abrasive substance, pressure used and the size and location of the area, should be approved by the Director.
- 5) The Director may waive this section for small portions of a large appurtenance or a small number of repetitious features where he has determined that a new design feature in that location would be compatible with the design of the building.

D. Brick Walls and Appurtenances,. Including Exposed Foundation Walls

- 1) Existing exterior brick walls may not be covered with any cementitious material or permanent covering with the following exceptions, both

subject to the Director's approval:

- a) Exposed party walls may be covered with stucco or some other material if necessary to check deterioration;
 - b) Any brick wall may be covered with stucco or a similar material if such a material historically covered the wall.
- 2) Brick that is presently painted may be stripped only if the Director has determined that the brick was not painted historically and is hard enough to survive the process of stripping undamaged.
 - 3) Brick that is presently not painted may only be painted if the Director has determined that it was painted historically..
 - 4) Paint may only be removed from brick by manual scraping and/or by chemicals approved by the Director. Sandblasting as a method of removing paint is specifically prohibited. The use of any chemical must comply with the manufacturer's instructions.
 - 5) Brick may be cleaned of dirt, smoke, tar, etc., only if the Director determines that cleaning is warranted, and only with a chemical approved by the Director. Sandblasting as a method of removing the above materials is specifically prohibited. The use of any chemical must comply with the manufacturer's instructions.
 - 6) Mortar joints may only be scraped or repainted if deteriorated (i.e., when recessed 1 inch or more from the face of the brick). The total repainting of a wall or area of wall to create a visual effect only will not be allowed. The Director may require, an estimate of the percentage of deteriorated joints existing in a wall.
 - 7) Mortar for repointing must match the original mortar in strength, color and texture. Modern mortar added to a wall containing historic mortar with a high lime content must contain no more than 33 1/3% Portland cement, or one part Portland cement to two parts lime. All pre-mixed mortars shall be assumed to have too high a percentage of Portland cement unless the Director finds otherwise.
 - 8) Deteriorated joints which are to be repainted must be raked to a depth at least twice their width, and the new mortar neatly laid, and tooled to the same depth as surrounding historic joints.
 - 9) Only hand-held chisels, not mechanical saws or hammers, shall be used to rake out deteriorated mortar joints.

- 10) The Director may require that a test patch be completed prior to any general work to ensure that any or all of the conditions in this sub-section are met.
- 11) Waterproofing agents such as silicone, may not be used on masonry unless the Director determines that an existing water leakage problem is caused by the passage of water directly through masonry units and not through deteriorated joints.
- 12) No brick wall or a portion thereof shall be removed unless determined by the Director to be unstable or severely damaged so as to warrant rebuilding; in such a case it must be rebuilt using brick salvaged from the same wall or brick which the Director determines matches the existing, and with mortar joints identical in dimension and character

The Director may waive this sub-section for a brick wall where he has determined that a in that location, such as a door or compatible with the design of the building.

E. Chimneys

- 1) Existing historic chimneys above the roofline may not be removed, lowered, or extended. The Director may waive this requirement if it is satisfied that the chimney structure below the roof is in danger of imminent collapse, or if portions of the chimney must be dismantled as part of a larger rebuilding.
- 2) Existing historic chimneys above the roofline which the Director determines are in need of repair must be repaired in accordance with section G.

F. Granite Walls or Elements

- 1) No existing historic granite walls or elements may be removed or covered unless determined by the Director to be so structurally weak as to warrant replacement; in such a case they must be replaced by the same material or one which the Director approves as a close substitute in color, texture and design.
- 2) Waterproofing agents, such as silicone, may not be used on granite walls or elements.
- 3) Unpainted granite walls or elements should not be painted.
- 4) Granite walls or elements may not be cleaned of paint by an abrasive method such as sandblasting, except under certain limited circumstances,

such as where decorative tooling or a high polish is not present.

- 5) Mortar joints between granite elements or within walls may be repainted only if deteriorated. New mortar must match the strength, color and texture of the existing mortar, and should be tooled to resemble existing historic joints.

G. Masonry Walls or Elements [Excluding Brick and Granite]

- 1) Existing masonry walls or elements shall not be removed or covered unless determined by the Director to be deteriorated so as to warrant replacement; in such a case the wall or units or elements must be replaced by the same material or one which the Director approves as a close substitute in color, texture and design.

The Director may waive this sub-section for small portions of a masonry wall or element where it has ruled that a new design feature in that location, such as a door or window, would be compatible with the design of the building.

- 2) Masonry units may be cleaned of paint using only chemicals approved by the Director. The use of any chemicals must follow the manufacturer's instructions. Abrasive removal methods, such as sandblasting will not be allowed.
- 3) Mortar joints between masonry units may be repainted only if deteriorated. New mortar shall match the strength, color and texture of existing mortar, and should be tooled to resemble existing historic joints.
- 4) Unpainted masonry units may not be painted.
- 5) Waterproofing agents, such as silicone, may not be used on masonry elements.

H. Window Sash [Including Storefront Window Sash]

- 1) No existing historic window sash may be removed or covered unless judged by the Director to be damaged so as to warrant replacement; in such a case it must be replaced by a sash which matches the existing one in the following aspects:
 - a) number and dimension of panes;
 - b) width and profiles of muntins;
 - c) width and profiles of rails and stiles;

- d) dimension of sash.

The Director may waive this sub-section to allow non-original historic sash to be replaced by sash which replicates the design of lost originals. In such cases the Director must be presented documentary or physical evidence showing the design of the original sash. Replacement sash must replicate original sash in each of the categories listed herein, if the necessary information can be obtained.

- 2) An existing historic sash with muntins may be replaced only by a sash with real muntins (i.e., separating individual panes). Muntin grids applied to the exterior or interior of a single pane, or enclosed between two single panes will not be accepted.
- 3) An existing historic single-glazed window sash may be replaced only by a single-glazed sash unless the owner can show that a multi-glazed replacement satisfies the above requirements.
- 4) Replacement wooden windows must be painted or given a heavybodied stain. Vinyl-sheathed sash are prohibited.

The Director may waive this sub-section to allow the selective replacement of windows with door openings on minor elevations. General replacement or elimination of window openings, even on minor elevations, shall not be allowed.

- 5) Exterior storm windows and/or screens shall only be allowed on buildings that were historically residential in use and character. Exterior storms on residential buildings shall be of a color compatible with the surrounding trim. Interior storms should not obscure decorative mouldings.

The Director may waive this sub-section to allow for half screens on the exterior of non-residential sash if he finds that such treatment would be compatible with the building and district.

- 6) Sash or a portion of sash shall not be permanently blocked from the interior so as to have a negative impact on the exterior appearance of the window. Lowered ceilings shall be held back at least two feet from the interior casing. Permanent interior panels of a reflective material shall only be allowed selectively at the Director's discretion, and not a general treatment on any facade.

I. Exterior Doors [Including Storefront Doors

- 1) Existing historic doors may not be removed or covered unless judged by

the Director to be damaged so as to warrant replacement, in which case they must be replaced by doors which match those existing in the following respects:

- a) material;
 - b) dimension, overall;
 - c) number, dimension and depth of panels;
 - d) number, dimension and depth of glass panes.
- 2) Replacement doors satisfying this section must be fitted on the same plane as that existing.
 - 3) Replacement wooden doors must be painted or given a heavybodied stain.

4. THE INTRODUCTION OF NEW DESIGN ELEMENTS

New design elements may be introduced to a historic building only with prior approval of the Director.

A. Rooftop Additions and Alterations

- 1) Skylights on visible roof slopes may be introduced only when the Director determines that the proposed numbers and arrangements of skylights are compatible with the design and character of the building and would not destroy an unreasonable amount of historic materials.
- 2) The owner must demonstrate that the dimensions and curb height of the skylight proposed for addition is the smallest commercially available.
- 3) No skylight is allowable in which the glazing is not flat and parallel to its roof plane.

B. Recessed Decks

- 1) Recessed decks on visible roof slopes may be approved only if the Director finds that the proposed numbers, arrangements and dimensions of the decks are compatible with the design and character of the building and do not destroy an unreasonable amount of historic material.
- 2) No deck may abut an eave, outer wall or roof ridge and none may be edged with visible flashing.

C. Dormers and Other Raised Additions

- 1) Dormers and other raised additions are prohibited on visible roof slopes, except that this prohibition may be waived where the Director finds the proposed dormer or raised addition is either the restoration of an historic but now missing feature or the small extension of a non-historic but unobtrusive feature. Approval of a restoration may be given only if the proposed replacement is as exact a replication of the original feature (judging from physical and pictorial evidence) as is possible.
 - 2) Raised additions on non-visible roofs (i.e., flat or very shallowly pitched roofs) are approvable if entirely non-visible. If any portion of the addition will be visible, however, the Director must determine that the visible portion is compatible with the design and character of the building and that the addition will not destroy an unreasonable amount of historic material.
 - 3) Additions approved under this section must be compatible with the dimensions, materials and design of the historic building, but must not exactly mimic obviously historic features of the building or nearby historic buildings.
 - 4) An addition which has a wall on the same plane as an existing exterior wall may not be approved.
- D. Rooftop Mechanical and Electrical Equipment, Including, Equipment Unrelated to the Functioning of the Building
- 1) No major rooftop mechanical equipment may be placed on a visible roof slope.
 - 2) Rooftop mechanical equipment on a non-visible roof (i.e., a flat or very shallowly pitched roof) may be approved if entirely non-visible. However, if any portion of the equipment would be visible, the Director may approve the addition only if he determines that this visibility is compatible with the design and character of the building.
- E. Ground-Level Additions [Adjacent to an Outer Wall, Enclosed or Open
- 1) The Director will review the proposed construction of ground level additions on any elevation.
 - 2) Approval may be granted only if the Director determines that the proposed numbers, arrangements, dimensions, materials, and design of ground-level additions are compatible with the dimensions, materials and design of the historic building and will not cover or destroy an unreasonable amount of historic material. Ground-level additions may not be approved if any of

the following occur:

- a) They are larger in overall dimension or taller than the historic building, unless the addition is only connected to the historic building by a pedestrian causeway;
- b) One or more outer walls of the addition are on the same plane and adjacent to an outer wall of the historic building;
- c) The addition covers more than 50% of a fenestrated wall two or more bays wide and two or more stories tall;
- d) One or more stories of the addition has walls which intersect with a sloped roof of the historic building.

F. Window and Door Openings in Outer Walls

- 1) New window and door openings on any elevation may be approved only if their proposed number, arrangement, dimensions, and design are compatible with the design and character of the building and will not destroy an unreasonable amount of historic material. However, the Director may allow the restoration of missing historic window or door openings on a major elevation if he determines that sufficient physical or pictorial evidence exists to replicate exactly the dimensions and other features of the missing windows or doors.
- 2) New window or door openings on the building's major, street-facing elevation or on any number of street-facing elevations which are equally ornamental may not be approved, unless as part of an acceptable new storefront design.
- 3) New window openings for an already fenestrated elevation, shall align vertically and horizontally with existing openings and shall be of the same dimensions and depth.
- 4) A new door in a new opening may not be hung on the same plane as the surrounding wall.
- 5) A new door in a new opening may not exactly mimic the building's existing historic doors or mimic doors of an earlier historic period.

STATUTORY AUTHORITY: 27 M.R.S.A. § 504

EFFECTIVE DATE:

March 10, 1986

EFFECTIVE DATE (ELECTRONIC CONVERSION):
April 21, 1996

NON-SUBSTANTIVE CHANGES:
January 26, 1999 - converted to Microsoft Word 2.0.

APPENDIX C: SAMPLE LETTER OF AGREEMENT

This Letter of Agreement, entered into this [XX] day of [MONTH], [YEAR], is between the Maine Historic Preservation Commission, hereinafter called the Commission, and [GRANT RECIPIENT], hereinafter called the Grantee.

WHEREAS, the Commission has awarded the Grantee a State grant in the amount of [\$X,000.00] in support of [TYPE OF DEVELOPMENT WORK] for the [NAME OF HISTORIC PROPERTY], now, therefore, the parties hereto agree to the following:

1. The Grantee will conduct the project according to the following schedule: all construction/fieldwork, final report, and billings will be complete by [DATE]. Any variation in this schedule can be made only by written agreement between the parties.
2. The Grantee will conduct the project in order to ensure its successful completion. The scope of the project will include:
 - a. Repair work to [X, Y, AND Z];
 - b. Repair and replacement of [X AND Y].
3. A sign which acknowledges State assistance through the New Century Community Program shall be in place at the project site throughout the duration of the project in a prominent on-site location visible to the public.
4. The Grantee will include in all promotion of the project (publicity, advertising, programs) the following minimum credit line:

This Project has been made possible in part by a matching grant through the Maine Historic Preservation Commission from the Maine State Cultural Affairs Council's New Century Community Program, a statewide cultural initiative funded by the people of Maine.

5. The total budget for the project is as follows, the Grantee agreeing to ensure that it will fund any stipulated items above the amount of the above-cited grant:
6. The Grantee reaffirms that all statements made in its application are true and valid, and that it understands and will comply with all assurances as stated in the application.
7. A full accounting of all project expenditures will be provided by the Grantee within thirty (30) days of the completion of the project and the delivery of satisfactory products. This accounting may be subject to audit by the State of Maine. Financial records must be kept on file by the Grantee for a minimum of three (3) years following the termination of the grant. A report form for project expenditures will be provided.
8. The grantee certifies by the signature of its authorized representative hereinafter that it is legally entitled to enter into this Letter of Agreement with the Commission and that it will not be violating, either directly or indirectly, any conflict of interest statute of the

laws of the State of Maine.

The grant will become effective upon receipt by the Commission of the original Letter of Agreement signed by the Grantee. The Grantee is to retain a copy for its files.

In approval of the above Letter of Agreement,

Maine Historic Preservation Commission

Date

Grantee

Date

APPENDIX D: SAMPLE STEWARDSHIP AGREEMENT

THIS STEWARDSHIP AGREEMENT is made the ___ day of _____, 20____, by _____ (hereinafter referred to as the "Owner") and in favor of the State acting through the Director of the Maine Historic Preservation Commission (hereinafter referred to as the "Grantee") for the purpose of the preservation or restoration of a certain Property known as the [enter the property name], located at [enter the street address, city, and county], Maine, which is owned in fee simple by the Owner and is listed in or is in the process of being nominated for listing in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral or appurtenant improvements, and is known as the [enter the property name]. The Property is more particularly described as follows: [Include name of County Registry of Deeds, book number and page number].

In consideration of the sum of [enter grant award] received in grant-in-aid assistance through the Grantee from the State of Maine, New Century Community Program, the Owner hereby agrees to the following for a period of five (5) years:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Grantee.
3. The Owner agrees that the Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
4. The Owner agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Owner's option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Grantor has agreed to comply with the Maine Human Rights Act (5 MRSA §§ 4551 *et seq.*).
6. The Owner further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with grant funds are not visible from the public way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the Maine Historic Preservation Commission during the term of the agreement.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Signature of Grantee (Director)

Signature of Owner

Date of Signature

Date of Signature

Witnessed by Notary Public

Witnessed by Notary Public

APPENDIX E: SAMPLE PRESERVATION AGREEMENT

THIS CONVEYANCE is made this _____ day of _____, 20____ pursuant to 33 MRSA §§ 1551-1555 by and between the [property owner], a [non-profit organization] having its location in [town], Maine, hereinafter sometimes called the Grantor, and the State of Maine through the Director of the Maine Historic Preservation Commission, hereinafter sometimes called the Grantee.

WITNESSETH

WHEREAS THE Grantor is owner of certain premises known as the [name of property] located at [street address], [town], [county], Maine, which premises has been listed in or is in the process of being nominated for listing in the National Register of Historic Places under the National Historic Preservation Act of 1966 (P.L. 89665, 16 U.S.C. § 470a, *et. seq.*); and

WHEREAS THE State of Maine through the Director of the Maine Historic Preservation Commission is presently responsible for precluding any activity or omission at the premises which would destroy or impair its value to the public as an historic place; and

WHEREAS THE Grantor is willing to grant to the State of Maine the preservation interest as hereinafter expressed for the purpose of insuring that the value of the premises for such purposes will not be destroyed or impaired;

NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey, with covenant of warranty, to the State of Maine a preservation interest in the following described lots or parcel of land, with the buildings and improvements thereon (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Property") located in [town, county], Maine and described in the [county name] County Registry of Deeds, Book [number], Page [number].

The preservation interest herein granted shall be of the nature and character hereinafter expressed and shall be binding upon the Grantor; its successors and assigns.

The Property is comprised of grounds, collateral or appurtenant improvements, and the [property name]. The [property name] is more particularly described as follows:

[Insert property description here]

The foregoing description of the [property name] may be amended, replaced, or elaborated upon in more detail, and a description of the style, landscaping and similar particulars of the grounds, and any collateral or appurtenant improvements on the Property may be added, by an instrument in writing, signed by both parties hereto, making reference to this Preservation Agreement and filed of record in the [county name] County Registry of Deeds. If and when such

an instrument is placed of record, it shall be deemed to be a part of this Preservation Agreement as if set out herein.

For the purpose of preserving, protecting, maintaining the Property, including its significance and value to the public as an historic place, the Grantor does hereby covenant and agree, on behalf of itself, its successors and assigns with the Grantee, its successors and assigns, to the following for a period of _____ years [enter the required term]:

1. The grantor agrees to assume the cost of continued maintenance and repair of the property, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (see 36 C.F.R. Part 67), so as to preserve the architectural, historical, or archaeological integrity of the property in order to protect and enhance those qualities that made the property eligible for listing in the National Register of Historic Places. Nothing in this agreement shall prohibit the grantor from seeking financial assistance from any source available to him.
2. No construction, alteration, remodeling, changes of color or surfacing, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity, the appearance, the cultural use, or archaeological value of the Property without the express prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission, or any successor agency.
3. Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the terms and conditions of this Preservation Agreement are being complied with.
4. Grantor agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Grantor's option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Grantor has agreed to comply with the Maine Human Rights Act (5 MRSA §§ 4551 *et seq.*).
6. If the Grantor fails to observe or if the Grantor violates any covenant, agreement, or provision contained herein, then the Grantee shall in addition to all other remedies available at law or in equity, have the right to enforce this Preservation Agreement, including each of its provisions, by specific performance or injunctive relief.
7. The Preservation Agreement set forth herein is intended by the parties hereto to preserve the historic integrity of the Property pursuant to the provisions of 33 MRSA §§ 1551-1555, or other provisions of law that may be applicable.

8. This Preservation Agreement provides the Grantee with additional legal rights and does not supercede or replace any pre-existing legal obligations of the Grantor or legal rights of the Grantee.
9. The Preservation Agreement set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. **TO HAVE AND TO HOLD** the aforegranted and bargained preservation interest with all the privileges and appurtenances thereof to the said State of Maine through the Director of the Maine Historic Preservation Commission, its successors and assigns, to its and their use and behoof for a period of [X]years from and after the date hereof.

10. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, The [property owner], signed by _____, _____, and _____, its officers duly authorized and have hereunto set hand and seal for the purpose set forth above, all as of the day and year first written above.

[PROPERTY OWNER]

By _____

STATE OF MAINE

Any, §

Date

Then personally appeared the above named _____, _____, of the [property owner], and acknowledged the foregoing instrument to be their free act and deed in said capacity and the free act and deed of the [property owner, town], Maine.

Before me,

 Notary Public

APPENDIX F: FORMAT FOR FINAL PROJECT REPORT

The following material will form the basis for the final project report for each development project funded by a New Century Community Program grant.

PART 1

Property and Ownership Identification

1. National Register name and address of the assisted property.
2. Name and address of the property's owner.
3. Name and address of architectural/engineering firm.
4. Dates of project work (including development of plans and specifications).

Fiscal Report

1. Total project cost, including New Century program share.
2. Final work cost breakdown.
3. Brief narrative explaining any differences between original work cost estimates and final costs.

PART 2

Case Study Narrative

1. Brief (one to two pages) narrative of preservation or restoration needs prior to grant award.
2. At least one 4"X6" color photograph of the condition of each work category prior to grant funded work.
3. At least one 4"X6" color photograph of work in progress for each work category.
4. At least one 4"X6" color photograph of work completed for each work category.
5. Brief (one to two pages) narrative of completed project work, including reference to consultants' reports, test results, and products and materials used to accomplish the preservation or restoration objective(s).
6. A proposed maintenance schedule based upon the particular problems encountered and addressed.
7. Brief (one to two pages) narrative of preservation problems which still need to be addressed.