

HISTORIC COMMUNITY BUILDINGS GRANT MANUAL



2025

Round 1

Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, Maine 04333-0065
207-287-2132

www.maine.gov/mhpc/grant

APPLICATIONS DUE December 5, 2025

HISTORIC COMMUNITY BUILDINGS GRANT MANUAL

IMPORTANT THINGS TO KNOW BEFORE YOU GO ANY FURTHER

Minimum grant request is \$25,000

Maximum grant request is \$250,000

The grant will be matched on a 75% grant 25% match basis.

The building must be listed in or have been nominated for listing in the
National Register of Historic Places.

With a few exceptions, drawings, specifications or bid documents from a
Maine licensed architect or engineer for the project must be 90-100%
complete and be submitted with the application.

ROUND 1 PROGRAM SCHEDULE

October 3, 2025	Grant Application Workshop (TEAMS)
December 5, 2025	Final applications due via Microsoft Forms
January 24, 2026	Review of projects by Commission
Feb-March 2026	Contracts awarded; work begins
June 15, 2026	Interim Report due
September 15, 2026	Interim Report due
December 15, 2026	Interim Report Due
March 15, 2027	Interim Report Due
June 15, 2027	Interim Report Due
September 30, 2027	All projects completed; all billing completed; and all final projects and reports received by MHPC

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INTRODUCTION

In the November 2024 general election, Maine voters approved a \$10,000,000 bond issue to restore historic buildings owned by governmental and nonprofit organizations. The bond requires a 25% matching share from either private or nonprofit sources, and the program is administered by the Maine Historic Preservation Commission.

The purpose of this manual is to familiarize applicants with the policies and requirements of the Historic Community Buildings Grant program, and to explain the application procedures for eligible projects. Grant recipients are required to be in compliance with State laws and regulations governing administration. **Minimum grant awards for this grant round are \$25,000 and maximum awards are \$250,000.**

Applications must be received by 5:00 p.m. on December 5, 2025.

All applications to be submitted via Microsoft Forms.



Colonial Theater, Augusta, June 2020. Photograph by Gary Peachey

CHAPTER 1: DEFINITIONS

Commission. "Commission" means the Maine Historic Preservation Commission as established in 27 MRSA §502.

Continuing Project. "Continuing Project" means a project that the Commission has previously funded to support the preparation of project drawings and specifications, or to carry out preservation or restoration work. Project drawings and specifications must have been completed or updated within the past five years. Prior consultation with the Commission for work funded by other entities does not meet this definition.

Director. "Director" shall mean the Director of the Commission.

Drawings. "Drawings" are visual representations that illustrate the design intent, ranging from conceptual sketches to detailed construction drawings. They convey critical information about dimensions, materials, and spatial relationships. Drawings can include floor plans, elevations, sections, and details, providing a graphic description, definition, and delineation of the project. For purposes of this grant program, drawings must have been completed or updated within the last five years and be at least 90% complete.

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

Grantee. "Grantee" refers to those who are the recipients of the grant funds.

Historic Building: A building that is listed in the National Register of Historic Places or that has been nominated for listing in the Register.

Historic Community Building: A historic building that is open to the public and that supports the social, educational, or cultural life of Maine people. These may include libraries, museums, educational and government buildings, social meeting halls, and entertainment venues. Religious spaces and fraternal halls and the like qualify if their spaces are periodically open to and used by the general public without limitation.

National Register of Historic Places or "National Register" means the official Federal list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture that the Secretary of the Interior is authorized to expand and maintain pursuant to Section 101(a)(1) of the National Historic Preservation Act of 1966, as amended.

Nonprofit corporation. "Nonprofit corporation" means a corporation, no part of the income or profit of which is distributable to its members, directors or officers. See 13-B MRSA §102.9.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is 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. See Appendix B.

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. See Appendix D.

Register. "Register" shall mean the National Register of Historic Places.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is 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. See Appendix B.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68. See Appendix B.

Specifications. "Specifications" complement drawings by providing written descriptions of materials, products, and construction techniques. They outline the quality standards, installation methods, and performance requirements expected for each component of the project. Specifications ensure that contractors understand the project's technical aspects and execute the design accordingly. For the purposes of this grant program, specifications must have been completed or updated within the last five years and be at least 90% complete at the time of application.

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. See Appendix C.

Chapter 2. ELIGIBILITY REQUIREMENTS

1. Requirement for Drawings and Specifications

90-100% complete drawings and specifications by a Maine licensed architect or engineer are required to have been completed or updated within the last five years for most projects and must be submitted with the grant application. See Chapter 6 for more information, including a list of exceptions.

2. Eligible Applicants

Eligible applicants for Historic Community Buildings Grants are non-profit corporations as defined in [13-B MRSA §102.9](#), as well as units of state, county, and local government.

3. Eligible Buildings

Eligible buildings are those Historic Community Buildings that have been listed in the National Register of Historic Places (Register) or that have been nominated for listing in the Register by the Maine Historic Preservation Commission. They must be open to the general public and support the social, educational, or cultural life of Maine people. They may include libraries, museums, educational and governmental buildings, social meeting halls, churches, and entertainment venues. If you have questions as to whether a building is eligible for the program please contact the Commission.

4. Eligible Projects

Grant funds are available for “shovel ready” construction projects only, not for planning, research, or assessment projects, or for producing drawings and specifications. The projects must be a preservation or restoration project (see definitions above). It is very important that applicants carefully review Appendix B and fully understand what the terms Preservation and Restoration, as defined by the Secretary of the Interior’s Standards entail. Appendix B includes Guidelines under each of the Standards. Applicants should also review more specific details with regard to the Guidelines at: <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>

A. Eligible projects may include, but are not limited to:

- 1) Structural repairs to foundations, framing, masonry, roofs.
- 2) Preservation/restoration of building envelope, including masonry repointing, in-kind repair/replacement of sheathing, cladding and trim materials, roofing, historic window restoration, lead paint or other hazardous abatement. Painting can be included as part of a larger preservation treatment/project.
- 3) Preservation / restoration of historic interior finishes including floors, walls, ceilings, and trim. Painting can be included as part of a larger preservation treatment/project, but not just as upkeep or for a change of taste.
- 4) Mechanical system upgrades to protect the historic building (new wiring, heating systems, plumbing, fire/intrusion alarms, sprinkler systems)
- 5) Life/Safety upgrades to meet International Existing Building Code.
- 6) Upgrades to improve Americans with Disability Act access (but not new elevator additions).
- 7) Site work related to improving building perimeter drainage, and the repair of damage to grounds due to construction.

- 8) Replacement of incompatible modern windows with new windows that more closely match the style and design of the historic windows based on photographic or other documentation.
- B. Ineligible projects may include, but are not limited to:
- 1) New construction with the exception of measures essential to the protection of a building or the accurate reconstruction of lost elements as part of an approved restoration plan.
 - 2) Site work unrelated to improving building perimeter drainage.
 - 3) Projects that involve solely routine or cyclical minor maintenance, such as painting window sash, brush clearance at a site, etc., are not eligible for grant assistance. These may be performed as part of a larger project.
 - 4) Work performed prior to Commission approval of project drawings and specifications.
 - 5) Interpretive expenses, such as exhibits.
 - 6) Work on non-historic spaces.
 - 7) Moving historic buildings.
- C. A project that is already under construction, or that is one phase of a multi-phase project, may be considered for funding under the following conditions:
- 1) Drawings and specifications, or the scope of work, were reviewed and approved in writing by the Commission as being in conformance with the Secretary of the Interior's Standards prior to the commencement of work. Any changes to the drawings or scope of work made after work had begun must also have been reviewed and approved by the Commission.
 - 2) The steps taken to engage a contractor generally conform to the procurement process outlined in Chapter 6.10.
 - 3) Expenses already incurred may not be used for the matching share.

Chapter 3. APPLICATION PROCESS

Applications will be submitted electronically via Microsoft Forms. Application link and instructions can be found on the Commission's website at <https://www.maine.gov/mhpc/programs/grants/historic-community-buildings>

Informational Webinar: October 3, 2025, noon (optional). Contact lauren.swain@maine.gov for link.

Application Deadline: December 5, 2025.

Chapter 4. SELECTION PROCESS

Applications will be reviewed for eligibility and completeness by Commission staff. Applicants may be given a brief time during this review in which to provide missing information or to make corrections that the staff deem to be minor in nature. Complete applications for eligible historic community buildings are then passed on to the Application Review Committee for review and scoring.

The Application Review Committee is comprised of three Commission staff, three members of the Maine Historic Preservation Commission, and one member of the public. This Committee also makes recommendations for grant awards.

The final selections of grant awards are reviewed by the entire Commission at a quarterly Review Board meeting at which time a vote will be taken to approve or disapprove the recommendations and to award the grants.

Chapter 5. SELECTION CRITERIA

The applications are scored for funding in accordance with the following criteria:

1. Project Description and Process: 50 points

This category will include evaluation of the extent to which the proposed work meets the Secretary of the Interior's Standards; the urgency of preservation or restoration work needed; the extent to which the entire project has been thoroughly planned for (i.e. based on condition assessments, drawings and specifications, etc.), and phased, if necessary; the qualifications of the project team; and whether it is a continuing project.

2. Public Benefit/Community Building: 25 points

This category will evaluate the historic value of the building, how broadly the resource is or will be used by the community, and whether this project has generated public support. Scoring will take into account whether the project will result in a change in how the building is used by the community or if it has the capacity to serve multiple demographics.

3. Administrative Capability: 25 points

This category will evaluate the budget and the budget making process, as well as the administrative and financial management capabilities of the applicant and their preparedness to carry out the project within the schedule and budget.

4. National Register level of significance: 0-3 points

Additional points for the building's National Register level of significance will be awarded based on the following: State, 1 point; National, 2 points; National Historic Landmark, 3 points. Listing at the local level of significance does not result in the award of additional points.

5. Geographic distribution of applications: 0 points

The Commission reserves the ability to make an award to a lower scoring project that meets minimum program requirements based on the geographic location of that project in order to ensure that historic community buildings statewide benefit from the grant program.

Chapter 6. PROGRAM REQUIREMENTS

1. Architectural Drawings and Specifications

Drawings and specifications include highly detailed instructions down to the minutia of historic building preservation and restoration projects proposed in the applications. For example, they should include details on the storage of materials, how mortar ingredients should be mixed, which specific products may be used, types, lengths and strengths of fasteners, flashing details, the weights and types of sheet metals to be used for flashing, allowable species and moisture levels of woods, dimensions, molding profiles, etc. These details are necessary for properly executed and durable work and enable accurate and fair bidding processes among contractors. They are especially important for complex projects where codes must be addressed, contractor experience and expertise may be unknown or unclear, or where there is little to no oversight of the project by an architect or engineer during the construction process. Therefore, drawings and specifications that are 90-100% complete are required for all projects with the few exceptions listed below. These will be submitted digitally as part of the grant application.

2. Exceptions

- A. The following applies to the list of projects in Chapter 6.2 B-H that do not require drawings, specifications, or oversight by a licensed architect or engineer, but do require contractor specifications and may require shop drawings.
 - 1) The exceptions only apply when contractors or conservators are selected from the Commission's lists or who provide evidence of their qualifications and experience, with references, to undertake proposed repairs.
 - 2) A detailed scope of work and complete and clearly written contractor specifications must be provided that include relevant product specifications (including wood species, primer/paint, metal types/weights, etc.) and measured shop drawings as appropriate. All work must be proposed and specified in accordance with the Secretary of the Interior's Standards and applicable National Park Service Preservation Briefs (<https://www.nps.gov/orgs/1739/preservation-briefs.htm>).
 - 3) Incomplete or improperly specified contractor materials may result in denial of grant funding. If a contractor is not able to provide this information, the applicant must have it provided by a third party.
 - 4) Pre-application site meetings between applicants and contractors/consultants will be necessary in order to: 1) determine the appropriate scope of work and whether projects can be restricted to the scopes addressed below; and 2) to distribute and review the necessary project details,

Required Documents

Drawings are visual representations that illustrate the design intent, ranging from conceptual sketches to detailed construction drawings. They convey critical information about dimensions, materials, and spatial relationships. Drawings can include floor plans, elevations, sections, and details, providing a graphic description, definition and delineation of the project.

Specifications complement drawings by providing written descriptions of materials, products, and construction techniques. They outline the quality standards, installation methods, and performance requirements expected for each component of the project. Specifications ensure that contractors understand the project's technical aspects and execute the design accordingly.

- specifications and shop drawings. Commission staff are available to answer questions and provide guidance on this process if applicants, contractors, or consultants require further direction.
- 5) It is the applicant's responsibility to ensure that work is executed in accordance with all submitted details, specifications, and/or drawings. Completed work that does not meet submitted project details, specifications, and/or drawings may be determined to be in violation of the grant contract and may lose grant funding. When in doubt consult with Commission staff.
- B. In-kind interior finishes repair/restoration (may include flat plaster and paint, in-kind partial plaster molding runs, tin ceilings, wood floors, painting/staining)
- 1) Such repairs must be limited to small, localized areas of damage.
 - 2) Good, clear photos showing conditions of areas of proposed repairs must be provided.
 - 3) The applicant must include information as to when and why the damage occurred and how and when remediation was undertaken to prevent further occurrences. Work will not be funded unless remediation has been completed or will be completed as part of the scope of work included with the grant application.
 - 4) Repair or restoration of highly ornate or significant finishes requires a finishes analysis and detailed restoration treatment plan. Submit these with your application. In most cases, the analysis and treatment plan will need to be carried out by a specialized conservator.
- C. Wood window and door repair/restoration, storm window installation, and window replacement where there are isolated missing or irreparable historic windows
- 1) Good, clear interior and exterior photos of each window to be restored must be provided with a detailed description of the work proposed for each window. Each window must be keyed to an elevation photo or drawing clearly indicating where it is on the building.
 - 2) Any proposed storm windows must not encroach on daylight openings of windows and any crossbars shall align with historic window meeting rails. Storm window frame colors must match historic window paint colors. Product specifications and drawings, illustrations, or images of the proposed storm windows will be submitted.
 - 3) Any proposed replacement of historic windows must be replicas of the historic windows (matching materials, matching glass panes, glazing, replica muntin, rail and stile profiles and dimensions, etc.). Product specifications and drawings, illustrations, or images of the proposed windows will be submitted. Specifications must include information as to how windows are installed. Documentation of historic conditions may be required.
- D. Limited in-kind wood siding and exterior wood trim replacement
- 1) Areas where siding and trim are proposed to be replaced must be documented in photos showing deterioration and the need for replacement.
 - 2) Any replacement clapboards must be quarter sawn (aka: radially sawn).
 - 3) Historic profiles, dimensions, reveals, and joints must be replicated. These must be documented in the application photos and addressed in contractor specifications.
 - 4) Measured shop drawings of historic trim, casing, gutter, etc. profiles must be provided where replacement is proposed. Drawings must indicate materials to be used.
 - 5) Details of any proposed flashing for exterior elements must be addressed in contractor specifications, including but not limited to location, materials, sheet metal weight, and dimensions.
 - 6) All new wood surfaces must be primed prior to installation.

- E. Masonry repointing and limited unit replacement
- 1) This exception only applies for buildings where there are no structural issues or leaks to the interior of the building.
 - 2) The extent of proposed repointing must be clearly stated and defined using building elevation drawings or photos.
 - 3) For projects where repointing is proposed for 50% or more of any elevation, a detailed masonry assessment by a qualified mason, architect, or engineer must be included with the application.
 - a) The assessment must identify areas and causes of deterioration to the extent they can be determined and must include good, clear, annotated photo-documentation of conditions.
 - b) The assessment must include a mortar analysis of historic mortars to be matched by the proposed repointing work.
 - 4) Projects involving less than 50% repointing of any elevations must include photos documenting existing conditions.
 - a) The historic mortar must be identified and documented in photos as part of the application.
 - b) In cases where an elevation has been repointed so extensively that the original mortar cannot be identified, or where restoration of the historic mortar would not blend in with the rest of the elevation, the entire elevation should be repointed and an assessment as discussed above will be required as part of the grant application.
 - 5) Be aware that if a grant is awarded the mason, architect, or engineer will have to provide mortar mix specifications, mock-ups of prepped mortar joints, samples of finished and cured repointed mortar joints, and samples of any proposed replacement masonry units for review and approval by Commission staff prior to proceeding with work.
- F. Stained glass repair/restoration
- 1) Good, clear interior and exterior photos of each window to be restored must be provided with a detailed description of work proposed for each. Each window must be keyed to an elevation photo or drawing clearly indicating where it is on the building.
 - 2) Any proposed storm windows must not encroach on daylight openings of windows and any crossbars will align with historic window meeting rails. Storm window frame colors must match historic window paint colors. Product specifications and drawings, illustrations, or images of the proposed storm windows will be submitted.
 - 3) Conservator's assessment of conditions and repair specifications to be submitted with application.
- G. In-kind roof repair, replacement, or restoration based on historic documentation
- 1) Contractor specifications must be submitted that address the following where applicable:
 - a) Proposed roofing material(s) (i.e. slate, cedar shingle, asphalt, copper, steel, aluminum, EPDM, etc.);
 - b) Roofing material details as appropriate including color, weight/thickness, dimensions, seam type, etc.; and
 - c) Details of valley types and materials, ridge materials and detailing including proposed ridge vents; vent pipes, skylights, rooftop mechanicals, ventilators, flashing and drip edge, fasteners, nails, screws, sealants, hangers, snow/ice cleats, as well as gutter, downspout, and other roof drainage equipment.
 - 2) Deck replacement must be limited to damaged areas.
 - 3) Underlayment materials must be installed in accordance with manufacturer's specifications.

- H. Conservation of other materials
 - 1) Contact the Commission for guidance.

3. Project Team Qualifications/Experience

All aspects of the grant funded project must be carried out by individuals who have experience working with historic buildings and interpreting the Secretary of the Interiors Standards for Preservation or Restoration. This includes but may not be limited to Maine licensed architects and engineers (except as noted above), contractors, tradespeople and conservators.

4. Contract

- A. A successful grant recipient shall enter into a Contract with the State that shall include the amount of the grant award, the project schedule, the scope of work for the project, a total project budget and general requirements of the grant award. (See Chapter 8.)
- B. A copy of the Contract with original signatures from the Commission and the grant recipient must be received by the Commission *and* approved by the State of Maine before any work can begin on the project.
- C. Contracts shall substantially conform to the sample in Appendix A.

5. Final Report

All Grantees must complete a final project report at the conclusion of the project before final reimbursement is made. The products and reporting requirements are specified in Appendix E and in the Contract.

6. Grant Orientation Meeting

All grant recipients (consisting of the local project manager and the grant recipient's fiscal officer) shall schedule and participate in a grant orientation meeting with the Commission's Grant Manager upon receipt of a formal grant notification award letter from the Commission.

7. Interim Reporting

As stipulated in the project contract, interim reports are required of all projects, even if no work has been done or costs incurred by the interim report due date. The schedule of due dates for Interim Reports may be found in the project contract under the Scope of Work. Interim reporting forms will be provided to grant recipients for their use.

8. Maine Human Rights Act of 1972

(5 M.R.S.A § 4551, et. seq.) prohibits discrimination on the grounds of religion or gender. Any person who believes he or she has been discriminated against on these or the above grounds in any program, activity, or facility operated by a recipient of Federal or State assistance should write to the Maine Human Rights Commission, State House Station 51, Augusta, Maine 04333-0051.

9. Conflict of Interest Prohibitions

No person shall participate in the selection, award, or administration of a grant, contract, or subcontract assisted by a Historic Property Preservation and 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:

- A. Staff members of the Commission or Commission members.
- B. Any members of their immediate families.
- C. Any of their business partners.
- D. Organizations which employ, or are about to employ, any of the above.

10. Method of Payment

All grant funds are paid on a reimbursement basis only. Documentation of all expenditures (Grant, and local matching share) must be submitted to the Commission. All expenses must be documented with copies of bills and photocopies of both sides of canceled checks. All matching shares must also be documented. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time. The dollar value of donated equipment and materials must also be documented for approval as match. Reimbursement may be made in installments, although 10% will be withheld for final payment pending approval of the final project report by the Commission.

11. Photographs

Photographs must be high quality digital images (jpg. format) that clearly show all parts of the building where work is proposed on both the interior and exterior. They must include overall exterior photos of all building elevations and important interior public spaces such as meeting halls, sanctuaries, lobbies, stairwells and corridors, etc., as appropriate. Provide as many photos as necessary to convey important aspects of the building and to document current conditions where work is proposed. Do not include photos of bathrooms, kitchens, closets, or other less significant spaces unless they are part of the project proposal. Add text to the photos or in a list of photos keyed to the photos with clear and specific description of the photos as necessary (i.e. *Photo 2. View of the south elevation, west end, showing two of the deteriorated windows to be restored; Photo 3. View of meeting hall, north wall, showing plaster deterioration to be repaired in-kind; Photo 4. View of slate roof, east side, to be replaced in-kind*). Photos and descriptions should align with all aspects of the building and project. Keep in mind that this is the only visual representation of the building that reviewers will have to evaluate your project. If reviewers cannot understand where work is proposed or see what the existing conditions are it may be difficult for them to fully consider the merits of the application.

12. Procurement Actions

Procurement of goods and services must be conducted in a manner that provides for maximum open and free competition in compliance with program requirements. Under State of Maine law, procurements of goods and services exceeding \$20,000 must go out to competitive bid. Bid documents must be publicly advertised, and the contract must be awarded to the bidder with the lowest qualified bid price. Bid tabulations and intent to award must be submitted to the Commission for review and approval before the award is made. Procurements may not be artificially “split” to avoid competitive requirements.

13. Project Budget

The grant recipient is responsible for any increases in the budget that occur after the grant contract is awarded. Grant recipients are requested to notify the Commission of under-expenditure of grant funds at the earliest possible date.

14. Project Period

Project costs must be incurred between the date when the contract is executed by the Commission and the applicant – and approved by the Office of State Procurement Services – and the project end date as stipulated in the contract. Costs incurred prior to the execution of the project contract or following the end date are not allowable project costs and cannot be used as part of the matching share.

15. Unforeseen Conditions

There may be instances in which certain building conditions cannot be detected prior to beginning work and therefore cannot be accounted for in the final plans and specifications. In those instances where a grant has been awarded and the scope of work and/or project details must be changed to address unforeseen conditions, the Commission must be notified in writing prior to deviating from previously approved drawings and specifications. The applicant must provide details regarding the conditions encountered that require a change to the project and specifying the changes proposed. Project drawings and/or specifications detailing these changes may be required depending on the nature of

the changes. Changes impacting structural components or code-required work must be accompanied by correspondence, stamped drawings and/or specifications from the project architect or engineer. The Commission will approve the proposal or consult further with the applicant to resolve any concerns. Regardless of the unforeseen conditions, the project will be required to be completed in accordance with the Standards.

16. Project Sign

The grantee must erect and maintain a project sign at the project site. This sign must be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in the Contract. At a minimum, the sign must contain the following statement:

This [project name here] is
Supported with assistance provided by the citizens of Maine through
the Historic Community Buildings Program,
administered by
the Maine Historic Preservation Commission

Additional information briefly identifying the historical significance of the property or recognizing other contributors is permissible. Photographs of the installed sign must be submitted to the Commission at the start of the construction process. The cost of fabricating and erecting this sign is an allowable cost.

17. Stewardship Agreements and Preservation Agreements

- A. A successful grant recipient shall enter into a Stewardship Agreement or a Preservation Agreement to guarantee maintenance of the building and public benefit requirements. Requirements will vary, depending on the nature of the work to be accomplished with grant funds. The duration of the agreement for each building will be determined by the amount of the grant award, as follows:
 - B. Grant assistance from \$1 to \$50,000: 5-year minimum Stewardship Agreement;
 - C. Grant assistance from \$50,001 to \$250,000: 10-year minimum Preservation Agreement;
 - D. Grant assistance from \$250,001 to \$500,000: 15-year minimum Preservation Agreement;
 - E. Grant assistance from \$500,001 to \$750,000: 20-year minimum Preservation Agreement;
 - F. Grant assistance from \$750,001 and above: 25-year minimum Preservation Agreement.
- G. This agreement shall substantially conform to the sample Stewardship Agreement in Appendix C or the sample Preservation Agreement in Appendix D.
- H. Preservation Agreements must be recorded at the appropriate Registry of Deeds.

18. Project Contracting and Expense Documentation

All procurement and financial records relating to the grant funded project shall be retained by the grant recipient for audit purposes for a period of six (6) years after the project is closed.

Chapter 7. BUDGET

Advance planning that yields accurate cost proposals and a reliable budget helps to ensure successful projects. This is especially true for projects where the costs of services and materials can fluctuate greatly between contractors and suppliers. Applicants should take the following recommended steps in order to generate a budget for the project. (Not all steps will be applicable to every project.)

1. Make sure that background documentation, such as Historic Structure Reports or Building Condition Assessments, are up to date.
2. Have 90-100% complete drawings and specifications for the project.
3. Make background documentation and drawings and specifications available for review when soliciting cost proposals from contractors. Provide an opportunity for an on-site walkthrough.
4. Submit a cost proposal from the preferred contractor with the application. Remember, consultants and contractors cannot be hired until after a signed and approved grant award contract has been executed with the Commission.
5. Carefully calculate labor costs. Any minimum wage labor (paid or donated) must be calculated at the state minimum wage rate. The Maine Minimum Wage for 2025 is \$14.65 per hour. Check to see if this rate will change during the course of the project.
6. Be certain to include donated time or services as costs. Also, see Chapter 8, section C.2 below.
7. Have a process in place to track costs and payments and a person responsible for this process so that any changes to the budget can be identified as early as possible.
8. Budget.

There are two parts to the budget worksheet. The first part, comprised of Columns A-E, and three sub-columns D-1 thru D-3, is where the applicant will itemize the cost or value of various project components and indicate whether they are paid for by the grant, the applicant (match), or the applicant's in-kind donations (match). The second part will provide details about the source(s) of the applicant's matching share.

PART 1.

COLUMN A – Item Description

Contractor(s). Work provided by the contractor must be itemized as to what aspect of the project the expenses listed under Column B are related to and must relate directly to the project description sections of the application (i.e. slate roof repair; masonry repair and repointing; window restoration; plaster repairs; rough carpentry (i.e. framing, sheathing, sill repairs); finish carpentry (i.e. siding, trim, cornice, moldings, cabinetry, wainscoting, etc.); jacking, leveling, and supporting floors; foundation repairs; stained glass restoration; interior painting and prep; exterior painting and prep; etc.).

Equipment Rental. Costs may be included as part of a contractor's costs discussed above if the equipment will be used and is budgeted for exclusively by that contractor. These costs may be included either as part of the overall Total Item Cost (column B) for the Item Description (column A) under Contractor Cost or be listed separately under Equipment Rental, but not both. If there is equipment that will be rented and shared across trades (i.e. scaffolding used for both roofing and masonry work), or will be rented by the applicant, a project supervisor/manager such as a general

contractor, architect, engineer, or other, it must be removed from the Total Item Cost under the Contractor Cost section and moved to the Equipment Rental section as a separate expense

Donated Materials/Equipment. These items must be listed for donations of materials/equipment that are not paid for in cash. The Total Item Cost (or value) should be completed and must match the amount listed in Column D since it will not be paid for. Break down the materials or equipment by type under Column A (i.e. 2X8 PT lumber; 2X4 PT lumber; 4X4 cedar posts; 30-year architectural roof shingles; stainless steel nails; galvanized nails; bricks; CMU; tractor; lift; compactor; etc.), with the total value for each type of donated material/equipment under Column B. The amount under Column B must match the amount under Column D since it will not be paid for.

Donated Labor. This should only be included as a budget item for donations of labor provided by the applicant, contractors, or others that will be unpaid. The Total Item Cost (or value) should be completed and must match the amount listed in Column D. Donated Labor that is valued at minimum wage in the budget may be a total combining all hours for all labor. It does not need to account for each individual, just the total combined hours. It may be entered in Column A as "Volunteer Labor". Donated labor for skilled positions that will be valued above minimum wage must be broken down for each individual and their resumes must be submitted to justify the increased rate.

Project Supervision/Management/Professional Services. This applies to anyone, either paid or unpaid, providing project oversight or management, accounting, architectural or engineering services, consultation or material conservation, etc. during the course of construction. There must be at least one Project Supervisor/Manager included in this section. This is a critical role as projects that are not completed in accordance with the grant application, including all project drawings, specifications, and contract documents may lose funding under the program. It is up to the applicant or their designee to ensure that all aspects of the project are understood and executed accordingly by contractors, volunteers, and other professionals involved in the construction phase. These services may be paid for in cash or be listed as in-kind donations.

Miscellaneous/Other. This pertains to any donations or expenses not covered above. These must be listed and specified with Column B completed.

COLUMN B -Total Item Cost

In Column B, list the total cost of each item shown in Column A. Note: Contractor costs should include the sum of all labor, supplies, equipment and materials that each contractor will be billing.

COLUMN C – Portion Funded with Applicant Cash

In Column C, list that portion of the total item costs in Column B that will be paid for by the applicant.

COLUMN D – Portion Funded by Applicant's In-Kind Contribution

In Column D, list that portion of the total item costs in Column B that will be provided by the applicant's in-kind contributions.

1. COLUMN D-1 – Hours or Quantity

In Column D-1 show the total number of hours or quantity of each of the in-kind contributions from Column A.

2. COLUMN D-2 – Value per

In Column D-2 show the hourly rate or unit value of each of the in-kind contributions from Column A.

3. COLUMN D-3 – Total Value

In Column D-3 show the total value of each of the in-kind contributions from Column A (must equal the amount in Column B and D).

COLUMN E – Portion Funded by the Grant

In Column E, list that portion of the total item costs in Column B that will be paid for by the grant.

The sum of the totals under Columns C and D must match the amount entered for Combined Match and figures included elsewhere in the grant application as matching funds.

PART 2.**Match Funding Status Worksheet (bottom of table)**

This table is only for purposes of accounting for matching funds. Do not enter any amounts that will be covered by grant funds. Applicants with excess match should account for all excess match here as well.

“Cash from Applicant’s Funds” is the amount funded directly by the applicant organization and should not include any outside grants or donations.

“Cash Donations from non-governmental sources” must include all cash grants and donations, whether from foundations, non-profit groups, businesses, individuals, or other non-governmental sources specifically for the purpose of supporting the project described and budgeted for in this application. List the name of each source (or use “anonymous donation” for anonymous donations) providing funding, the amount provided from that source, and the status of the funds (i.e. pending; in-hand; pledged; etc.).

“Donated Materials/Equipment” must include all donations of materials and equipment from foundations, non-profit groups, businesses, individuals, or other non-governmental sources specifically for the purpose of supporting the project described and budgeted for in this application. List the name of each source providing materials and/or equipment, and the value of the materials and/or equipment provided from that source, and the status (i.e. pledged; stored on site; to be delivered; etc.).

“Donated Labor” must include all donated labor. As previously noted, labor valued at minimum wage may simply be referred to as “volunteer labor” and all may be grouped together with the value amount based on the sum of all hours of all volunteers. Specialized or skilled labor valued above minimum wage must be broken down by the name of the individual and be accompanied by a resume (see Chapter...). The amount entered must match the sum of the amount entered under D-3 for all Donated Labor.

“Project Supervision/Management/Professional Services” applies to anyone providing donated project oversight or management, accounting, architectural or engineering services, consultation or material conservation, etc. during the course of construction.

“Miscellaneous/Other” must address sources, amounts, and status for any amounts included under Columns C and D for the Miscellaneous/Other category.

Chapter 8. FUNDING REQUIREMENTS

Projects will be funded on a 75 percent grant, 25 percent non-grant basis. Minimum grant awards in this grant round will be \$25,000 and maximum grant awards will be \$250,000. All match must be from private or non-profit (non-governmental) sources.

Expenditures will be reimbursed only if they are part of the contracted budget and: a) are in payment of an obligation incurred during the grant period; b) are necessary for the accomplishment of approved project objectives; c) conform to appropriate State requirements; and d) are approved in advance by the Commission as necessary.

1. Allowable Costs.

- A. Structural repairs to foundations, framing, masonry, roofs
- B. Preservation or restoration of building envelope, including masonry repointing, in-kind repair/replacement of sheathing, cladding and trim materials, roofing, historic window restoration, lead paint or other hazardous abatement. Painting can be included as part of a larger preservation or restoration treatment project. (Proposed grant projects that involve solely routine or cyclical minor maintenance, such as painting window sash, brush clearance at a site, etc., are not eligible for grant assistance.)
- C. Preservation or restoration of historic interior finishes including floors, walls, ceilings, and trim. Painting can be included as part of a larger preservation treatment/project, but not just as upkeep or for a change of taste.
- D. Mechanical system upgrades to protect the historic building (new wiring, heating systems, plumbing, fire/intrusion alarms).
- E. Life/Safety upgrades to meet IEBC.
- F. Upgrades to improve ADA accessibility (but not new elevators).
- G. Site work related to improving building perimeter drainage and the repair of damage to grounds due to construction.
- H. Final project report.
- I. Professional fees of architects, engineers, and attorneys.
- J. General Conditions for Construction Contracts. This term, used in construction cost estimates, bids, and construction administration documents, refers to provisions by the general contractor of miscellaneous requirements to other contractors and subcontractors, thereby eliminating the duplication and expense of each trade providing its own temporary facilities. General conditions including but not limited to temporary heat, power, lighting, water, sanitary facilities, scaffolding, elevators, walkways and railings, construction office space and storage, as well as cleanup, security, and required insurance, permits, and surety bonds, are allowable when identified as a line item in the project application.
- K. Materials and Equipment. The cost of materials and equipment necessary to carry out the grant program is allowable. Purchases made specifically for the grant program should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs.
- L. Insurance premiums, interest (refer to SAAM Section 30.20.10.a), and related costs incurred during construction.
- M. Costs of signs acknowledging grant assistance at construction project sites during the grant period.

2. Unallowable Costs. The following list identifies many but not all expenses that are unallowable either as reimbursable charges or as match.
 - A. New construction with the exception of measures essential to the preservation of a historic building or the accurate reconstruction of lost elements as part of an approved restoration plan.
 - B. Site work unrelated to improving building perimeter drainage.
 - C. Proposed grant projects that involve solely routine or cyclical minor maintenance, such as painting window sash, brush clearance at a site, etc., are not eligible for grant assistance. These may be performed as part of a larger preservation or restoration treatment.
 - D. Furnishings.
 - E. Real property acquisition costs.
 - F. Administrative costs (i.e. contingencies, overhead, indirect costs).
 - G. Work performed prior to Commission approval of project drawings and specifications.
 - H. Generally, work on non-historic spaces.
 - I. Moving historic buildings.
 - J. Food.
 - K. Entertainment.
 - L. Equipment and other capital expenditures.
 - M. Fundraising.
3. Allowable Match
 - A. Cash.
 - B. Donated Materials and Equipment.
 - C. Donated Labor.
 - D. Donated Professional Services.
 - E. Cash donations from other non-governmental sources (includes grants).

Chapter 9. ADMINISTRATION

1. General Supervision

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

2. Applications

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

3. Enforcement

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

Chapter 10. GRANT APPLICATION AND AWARD PROCEDURES

1. Grant Application Information

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

2. Application Procedure

Applicants are required to submit a Historic Community Buildings Grant Application with all the checklist items in accordance with the application instructions. To be considered, an application must be fully completed and submitted by the announced deadline.

3. Review and Award Procedure

- A. The Commission will assess all applications based on the scoring criteria. All applicants will be notified as to whether they received a grant award or not.
- B. Award letters to successful applicants may include comments from the Commission that need to be addressed prior to finalization of submitted 90-100% drawings and specifications. These comments will primarily be intended to address relatively minor oversights or to improve minor details. Projects requiring substantial revisions will not be funded.
- C. Successful applicants will submit final drawings and specifications incorporating the Commission's comments. The final drawings and specifications will then be approved and the grant contract signed.

4. State Agencies

Any department or agency of state government may apply for a Historic Community Building Grant with the approval of the Department or agency head. Projects involving state owned historic properties may be subject to the provisions of 5 M.R.S.A. Chapter 153.

5. Other Governmental Agencies

Applications from other governmental agencies shall be approved by the governing body of the political subdivision prior to submitting the application.

6. Grant Review and Implementation Schedule

Dec-Jan. 2025/26	Applications reviewed for completeness and scored by Grant Review Committee.
January 23, 2026	Awards made by Maine Historic Preservation Commission.
Feb.-Mar. 2026	Commission staff develop contract documents and Stewardship or Preservation Agreements; Grant Review meetings.

April 2026 work begins.

NO PROJECT EXPENSES MAY BE INCURRED PRIOR TO COMMISSION NOTIFICATION OF APPLICANT THAT THE LAST STEP ABOVE HAS BEEN SATISFACTORILY COMPLETED.

7. Appeal Procedure

- A. Appeal Requests. An applicant may appeal against any decision by the Director. A request for an appeal shall be made in writing to the Commission Chair within 30 days of receipt of the decision which is the subject of the appeal. Any such appeal must set forth the manner in which the aggrieved claims the decision was arbitrary or unreasonable.
- B. Decisions. In considering appeals, the Commission may take into account alleged errors in professional judgment or alleged prejudicial procedural errors.
- C. Final Administrative Remedy. The decision of the Commission shall be the final administrative decision on the appeal. No organization or governmental body shall be considered to have exhausted its administrative remedies with respect to decisions described in this part until the Commission Chair has issued a final administrative decision in writing to the applicant in response to this section.
- D. 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.

Chapter 11. STATUTORY AUTHORITY

27 M.R.S.A. §§504, 505, 506; 27 M.R.S.A. §558; and 33 M.R.S.A. §§ 1551-1555; Public Laws of 2023, Chapter 653.

APPENDIX A: SAMPLE CONTRACT



SERVICE CONTRACT

DATE: Enter today's Date**ADVANTAGE CONTRACT #:** Enter Contract Number**DEPARTMENT AGREEMENT #:** Enter internal agreement number if applicable. If not applicable, enter NA**CONTRACT AMOUNT: \$****START DATE:** Enter Contract Start Date**END DATE:** Enter Contract End Date**This Contract, is between the following Department of the State of Maine and Provider:**

State of Maine DEPARTMENT

DEPARTMENT: Maine Historic Preservation Commission**Address:** 55 Capitol Street, State House Station 65**City:** Augusta**State:** Maine**Zip Code:** 04333-0065

PROVIDER

PROVIDER: Enter Provider name**Address:** Enter mailing address**City:****State:****Zip Code:****Provider's Vendor Customer #:**

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Maine Historic Preservation Commission

State of Maine

Provider

Signature of Authorized Representative Date
 Kirk F. Mohnhey, Director

Signature of Authorized Representative Date
 Representative Name and Title

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: _____

Email: _____

Address: 55 Capitol Street

City: Augusta

State: Maine

Zip Code: 04333-0065

Telephone: _____

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: N/A

Email:

Address:

City:

State:

Zip Code:

Telephone:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Enter first/last name

Email:

Address:

City:

State:

Zip Code:

Telephone:

RIDERS

- ☒ The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
- ☒ Funding Rider
- ☒ Rider A – Scope of Work
- ☒ Rider B – Terms and Conditions
- ☒ Rider C - Exceptions
- ☒ Rider D – Specifications of Work to be Performed and Compliance Information
- ☒ Rider E – Attachments
- ☒ Rider F – Budget and Detailed Payment Instructions
- ☒ Rider G – Identification of Country in Which Contracted Work will be Performed
- ☒ Rider H – Notice of Award
- ☐ Other – Included at Department's Discretion

FUNDING RIDER
Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

Funding Total: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund \$
Dedicated/Special Revenue \$
Federal Funds \$

RIDER A SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement
Department	Maine Historic Preservation Commission
Provider	Organization providing services under this Contract
State	State of Maine
Commission	Maine Historic Preservation Commission
Grantee	Maine Historic Preservation Commission
Sub-grantee	Organization providing services under this Contract
Recipient	Organization providing services under this Contract

II. INTRODUCTION/OVERVIEW:

This Contract is for.....as specified in Rider D.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

III. DELIVERABLES: See Rider D

IV. PERFORMANCE MEASURES: See Rider D.

V. REPORTS: See Rider D

**RIDER B
TERMS AND CONDITIONS**

1. INVOICES AND PAYMENT. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical

or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this

Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing

of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Payment Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its

set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C
EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider Section

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APPENDIX B: SECRETARY OF THE INTERIOR'S STANDARDS AND GUIDELINES FOR THE TREATMENT OF HISTORIC PROPERTIES

The purpose of The Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings is to provide guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers prior to beginning work. It is always recommended that preservation professionals be consulted early in any project.

STANDARDS FOR PRESERVATION

(<https://www.nps.gov/articles/000/treatment-standards-preservation.htm>)

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

Preservation is the appropriate treatment when the objective of the project is to retain the building as it currently exists. This means that not only the original historic materials and features will be preserved, but also later changes and additions to the original building. The expressed goal of the Standards for Preservation and Guidelines for Preserving Historic Buildings is retention of the building's existing form,

features, and materials. This may be as simple as maintaining existing materials and features or may involve more extensive repair. 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 to preserve that character. Therefore, guidance on identifying, retaining, and preserving character-defining features is always given first.

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 begin with temporary structural reinforcement and progress to weatherization or correcting unsafe conditions. Although it may not be necessary in every preservation project, stabilization is nonetheless an integral part of the treatment Preservation; it is equally applicable to the other treatments if circumstances warrant.

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. Protection includes the maintenance of historic materials and features as well as ensuring that the property is protected before and during preservation work.

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

Next, when the physical condition of character-defining materials and features warrants additional work, repairing by stabilizing, consolidating, and conserving is recommended. The intent of Preservation is to retain existing materials and features while introducing as little new material as possible. Consequently, guidance for repairing a historic material, such as masonry, begins with the least degree of intervention possible, such as strengthening materials through consolidation, when necessary, or repointing with mortar of an appropriate strength. Repairing masonry, as well as wood and metal features, may include patching, splicing, or other treatments using recognized preservation methods. All work should be physically and visually compatible.

Limited Replacement in Kind of Extensively Deteriorated Portions of Historic Features

The greatest level of intervention in this treatment is the limited replacement in kind of extensively deteriorated or missing components of features when there are surviving prototypes or when the original features can be substantiated by documentary and physical evidence. The replacement material must match the old, both physically and visually (e.g., wood with wood). Thus, with the exception of hidden structural reinforcement, such as steel rods, substitute materials are not appropriate in the treatment Preservation. If prominent features are missing, such as an interior staircase or an exterior cornice, then a Rehabilitation or Restoration treatment may be more appropriate.

Code-Required Work: Accessibility and Life Safety

These sections of the Preservation guidance address work that must be done to meet accessibility and life-safety requirements. This work may be an important aspect of preservation projects, and it, too, must be assessed for its potential negative impact on the building's character. For this reason, particular care must be taken not to obscure, damage, or destroy character-defining materials or features in the process of undertaking work to meet code requirements.

Resilience to Natural Hazards

Resilience to natural hazards should be addressed as part of a Preservation project. A historic building may have existing characteristics or features that help to address or minimize the impacts of natural hazards. These should always be used to best advantage when planning new adaptive treatments so as to have the least impact on the historic character of the building, its site, and setting.

Sustainability

Sustainability should be addressed as part of a Preservation project. Good preservation practice is often synonymous with sustainability. Existing energy-efficient features should be retained and repaired. New sustainability treatments should generally be limited to updating existing features and systems so as to have the least impact on the historic character of the building.

The topic of sustainability is addressed in detail in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings*. Although specifically developed for the treatment Rehabilitation, the Sustainability Guidelines can be used to help guide the other treatments.

STANDARDS FOR RESTORATION

(<https://www.nps.gov/articles/000/treatment-standards-restoration.htm>)

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

Restoration is the treatment that should be followed when the expressed goal of the project is to make the building appear as it did at a particular—and at its most significant—time in its history. The guidance provided by the Standards for Restoration and Guidelines for Restoring Historic Buildings is to first identify the materials and features from the restoration period. After these materials and features have been identified, they should be maintained, protected, repaired, and replaced, when necessary. Unlike the other treatments in which most, if not all, of the historic elements are retained, restoration will likely include the removal of features from other periods. Missing features from the restoration period should be replaced, based on physical or historic documentation, with either the same or compatible substitute materials. 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 architectural materials and features that are significant to the restoration period as established by historic research and documentation. Therefore, guidance on identifying, retaining, and preserving features from the restoration period is always given first.

Protect and Maintain Materials and Features from the Restoration Period

After identifying those materials and features from the restoration period that must be retained in the process of Restoration work, then protecting and maintaining them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. Protection includes the maintenance of materials and features from the restoration period as well as ensuring that the property is protected before and during restoration work. An overall evaluation of the physical condition of the features from the restoration period 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 on the preservation of those materials and features that are significant to the period. In Restoration, repair may include the limited replacement in kind or with a compatible substitute material of extensively deteriorated or missing components of existing restoration-period features when there are surviving prototypes to use as a model.

Replace Extensively Deteriorated Features from the Restoration Period

In Restoration, replacing an entire feature from the restoration period, such as a porch, 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. New work may be unobtrusively dated to guide future research and treatment.

Remove Existing Features from Other Historic Periods

Most buildings 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, it may involve removing or altering existing historic features that do not represent the restoration period. Materials, features, spaces, and finishes that characterize other historical periods should be documented to guide future research and treatment prior to their alteration or removal.

Recreate Missing Features from the Restoration Period

Most Restoration projects involve recreating features that were significant to the building during the restoration period, such as a porch, but are now missing. Missing features to be replaced should be substantiated by documentary and physical evidence to ensure the restoration is accurate. Using the same materials to depict lost features is always the preferred approach; however, using compatible substitute material is an acceptable alternative in Restoration because the goal of this treatment is to replicate the appearance of the historic building at a particular time.

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.

Code-Required Work: Accessibility and Life Safety

Sensitive solutions to meeting code requirements in a Restoration project are an important part of protecting the historic character of the building. Work that must be done to meet accessibility and life safety requirements must also be assessed for its potential impact on the historic building as it is restored.

Resilience to Natural Hazards

Resilience to natural hazards should be addressed as part of a Restoration project. A historic building may have existing characteristics or features that help to address or minimize the impacts of natural hazards. These should always be used to best advantage when planning new adaptive treatments that have the least impact on the historic character of the building, its site, and setting.

Sustainability

Sustainability should be addressed as part of a Restoration project. Good preservation practice is often synonymous with sustainability. Existing energy-efficient features should be retained and repaired. New sustainability treatments should generally be limited to updating existing features and systems to have the least impact on the historic character of the building.

The topic of sustainability is addressed in detail in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings*. Although specifically developed for the treatment Rehabilitation, the Sustainability Guidelines can be used to help guide the other treatments.

APPENDIX C: 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 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 in the _____ County Registry of Deeds, Book number _____ and Page number _____.

In consideration of the sum of [enter grant award] received from the Historic Community Buildings grant program administered by the Grantee, 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 ____ [Owner] _____ agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Maine Historic Preservation Commission.
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

County

Date

County

Date

APPENDIX D: SAMPLE PRESERVATION AGREEMENT

HISTORIC COMMUNITY BUILDING GRANT PRESERVATION AGREEMENT

THIS CONVEYANCE is made this [date] day of [month], 20[yr] pursuant to 33 MRSA §§ 1551-1555 by and between the [property owner], a non-profit organization or governmental entity 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 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. 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 agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Maine Historic Preservation Commission.
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 supersede 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 Agreement 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 _____

Then personally appeared the above named _____,
_____, and _____, 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 Date County

STATE OF MAINE

By _____
Name: _____
Title: _____ Director _____

Then personally appeared the above named _____,
of the Maine Historic Preservation Commission, and acknowledged the foregoing instrument to be his free
act and deed.

Before me, Notary Public Date County

APPENDIX E: FORMAT FOR FINAL PROJECT REPORT

The following material will form the basis for the final project report for each project.

1. National Register name and address of the grant assisted property.
2. Name and address of the property's owner.
3. Name and address of architectural/engineering firm.
4. Total project cost, including Maine Historic Preservation Commission share.
5. Final work cost breakdown.
6. Brief narrative explaining any differences between original work cost estimates and final costs.
7. Brief narrative discussing explaining how the project addressed preservation or restoration needs. Reference applicable reports and assessments that were used to accomplish project objectives.
8. 4"x6" color photographs of the condition of each work category prior to grant funded work
9. 4"x6" color photographs of the condition of each work category after the grant funded work.
10. A maintenance schedule based upon the particular problems encountered and addressed.
11. Brief (one to two pages) narrative of preservation problems that still need to be addressed.