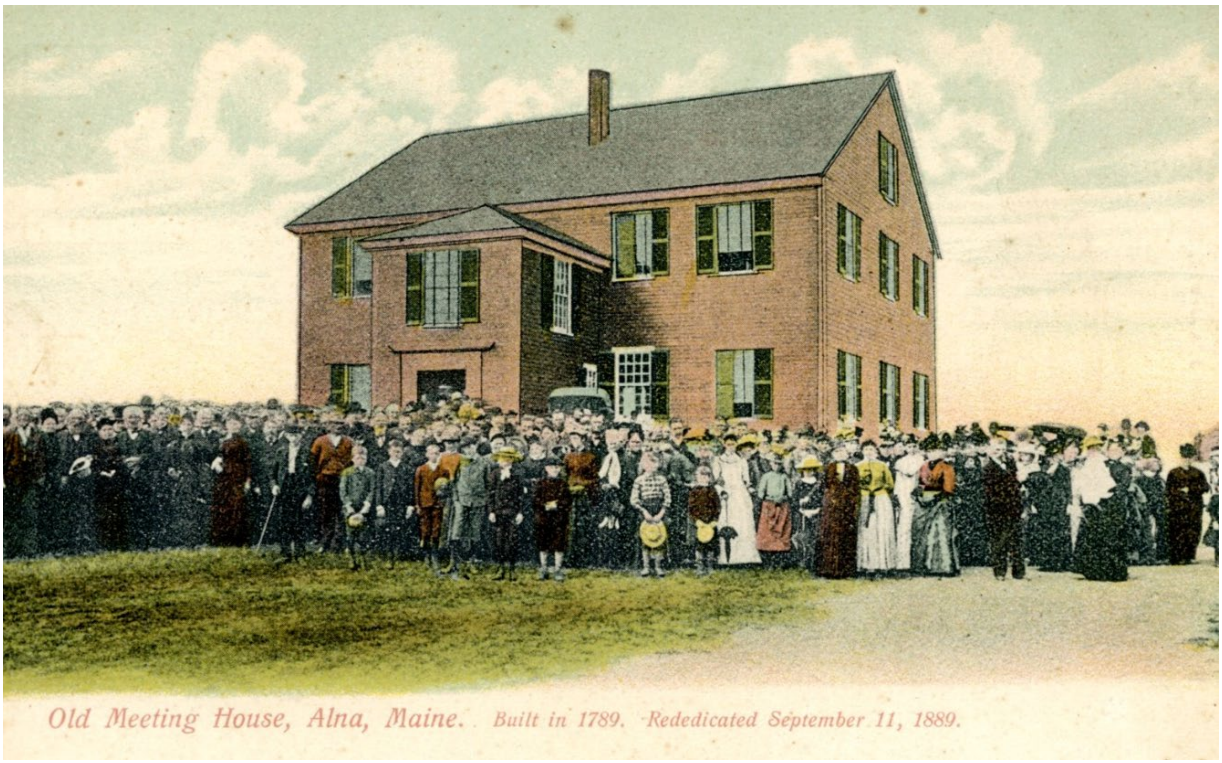
HISTORIC COMMUNITY BUILDINGS GRANT MANUAL



Postcard of Old Meeting House, Alna, Maine c. 1905

2026	Round 2
	Maine Historic Preservation Commission 10 Water Street Hallowell, Maine 04347-0065 65 SHS 207-287-2132 **www.maine.gov/mhpc/grant** **APPLICATIONS DUE October 23, 2026**

HISTORIC COMMUNITY BUILDINGS GRANT MANUAL
IMPORTANT THINGS TO KNOW
BEFORE YOU GO ANY FURTHER

PLEASE carefully read the Manual, Referenced Riders and Appendices before completing an application – this is a complex program that requires careful project planning and adherence to state regulations.

- ✓ Minimum grant request is **$25,000**
- ✓ Maximum grant request is **$500,000** (do not request an amount above the maximum request)
- ✓ Funding is contingent on a 25% match requirement
- ✓ **Match must be from private or non-profit sources** (non-governmental)
- ✓ **Government money** (including municipal funds) **cannot be used for the 25% grant match**
- ✓ 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, be completed, or updated in the last 5 years, and be submitted with the application**
- ✓ **Do not include contingencies or overhead in your budget**

Please see our FAQ for general and specific questions related to the program: Historic Community Buildings Grant Program | Maine Historic Preservation Commission

If you have any questions, please do not hesitate to contact Erika Webb, Historic Community Buildings Grant program administrator at 207-287-5436 or via email at erika.webb@maine.gov.

ROUND 2 PROGRAM SCHEDULE

July 31, 2026	Round 2 HCBG Program Announcement/ Applications Released
August 10 & 14, 2026	Round 2 Grant Application / Q & A Workshops
October 23, 2026	Final applications due via Microsoft Power Application
January 24, 2027	Awards made by the Maine Historic Preservation Commission
Feb-March 2027	Grantees receive contracts; contract approval, work begins
June15, 2027	Interim Report due
September 15, 2027	Interim Report due
December 15, 2027	Interim Report Due
March 15, 2028	Interim Report Due
June 15, 2028	Interim Report Due
September 30, 2028	All projects completed; all billing completed; and all final projects and reports received by the Commission

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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 (Commission).

The purpose of this manual is to familiarize applicants with the policies and requirements of the Historic Community Buildings Grant (HCBG) program, and to explain the application procedures for eligible projects. HCBG recipients are required to be in compliance with State laws and regulations governing administration. **Minimum grant awards for Round 2 are $25,000 and maximum grant awards are $500,000.** If the applicant requests an amount above $500,000 it is an automatic disqualification. Applications are due Friday October 23, 2026; however, applicants may submit their completed documents and applications prior to October 23, 2026.

Applications must be received by 5:00 p.m. on October 23, 2026.
All applications to be submitted via Microsoft Power Application.

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

CHAPTER 1: DEFINITIONS

Budget. "Budget" means the financial plan that outlines the preliminary cost estimates for the components of a preservation or restoration project. A budget is required to be submitted with the HCBG application. The grant recipient is responsible for any increases in the budget that occur after the grant contract is awarded.

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

Condition Assessment. Means a report that examines the condition of a historic building's materials, features, and structural components in order to provide guidance for a restoration or preservation project. The report should be completed by a qualified individual with experience working with historic buildings and interpreting the Secretary of the Interior's Standards for Preservation and Restoration.

Contingency. "Contingency" means an added expense built into a contractor's estimate or budget. Contingencies and overhead are unallowable costs and should not be included in HCBG budgets.

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" means 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, local (municipal), and other political subdivisions of the state.

Grant Contract. "Grant Contract" means the HCBG contract the Grantee enters into with the Commission once an HCBG award is made. The grant contract will reflect the Grantee's application submitted including but not limited to the scope of work and the budget. The Grant Contract is a legally binding written agreement between the Commission and the Grantee.

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 (Register) or that has been nominated for listing in the Register.

Historic Community Buildings Grant program (HCBG program). Means the program created to administer the funding from the $10,000,000 bond issue to restore and preserve historic buildings. This manual serves as the basis for the program but may not encompass all possible scenarios that a Grantee and the Commission may encounter.

Historic Community Building. Means 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 governmental 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 Historic Landmark. Means a historic property that illustrates the heritage of the United States, designated by the Secretary of the Interior. There are 44 sites with this designation in Maine. National Historic Landmarks Program (U.S. National Park Service).

National Park Service (NPS). Means the federal agency within the U.S. Department of the Interior that maintains the Register and helps communities preserve and promote history through the preservation of historic sites both within the national park boundaries and beyond.

NPS Preservation Briefs. Means the NPS technical preservation briefs that provide building owners with information on preserving and restoring historic buildings by recommending methods and approaches consistent with the historic character of a building. All work for a HCBG must be proposed and specified in accordance with the *Secretary of the Interior's Standards* and applicable NPS Preservation Briefs (https://www.nps.gov/orgs/1739/preservation-briefs.htm).

National Register of Historic Places. or "Register" means the NPS's 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. The Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archaeological resources.

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 E.

Project Sign. Means the sign the Grantee must erect and maintain at the project site when awarded a HCBG. See Chapter 6.14. Program Requirements.

Register. "Register" means 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" means the NPS *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 the HCBG 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 D.

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 HCBG application. See Chapter 6. for more information, including a list of exceptions.

2. Eligible Applicants

   Eligible applicants for HCBG's are non-profit corporations as defined in 13-B MRSA §102.9., as well as units of state, county, and local (municipal) government.

3. Eligible Buildings

   Eligible buildings are those Historic Community Buildings that have been listed in the Register or that have been nominated for listing in the Register by the 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 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, and/or roofs.
      2) Preservation/restoration of the exterior 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, but not as a standalone maintenance 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 as a standalone maintenance project.
      4) Mechanical system upgrades to protect the historic building (HVAC, new wiring, heating systems, plumbing, fire/intrusion alarms, and/or sprinkler systems).
      5) Life/Safety upgrades to meet International Existing Building Code (IEBC).
      6) Upgrades to improve Americans with Disability Act (ADA) access (but not new elevator additions) unless the elevator is necessary to improve ADA access within the footprint of the historic building.
      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 (including building additions) 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, such as when a project involves disturbing the area surrounding the building due to construction.
   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 6.11. For additional questions regarding the procurement process please contact the Commission.
   3) Expenses already incurred may not be used for the matching share.

Chapter 3. APPLICATION PROCESS

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

Do not submit answers to application questions in separate documents. Each application question has character limitations, and the Commission asks that you keep each answer to the character limit. Responses to questions in separate documents will not be accepted.

Informational question and answer workshops will be held during the summer. Informational Workshop/Webinar: **August 10th, 2026,** noon and in-person workshop August 14th at 10 AM (optional). Contact lauren.swain@maine.gov for the link.

Application Deadline: **October 23, 2026 at 5:00 PM.**

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 (multi-phased).

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. Applicants may designate or retain an experienced grant administer to administer HCBG projects. This is an allowable cost and should be reflected in project budgets.

4. Register level of significance: 0-3 points

   Additional points for the building's 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

All projects will need architectural drawings and specifications by a licensed architect or engineer as described in 6.1. or meet an exception as described in 6.2. 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, and molding profiles, etc. These details are necessary for properly executed and durable work and to 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 drawings and specifications will be submitted digitally as part of the grant application.

2. Exceptions – Exceptions to the requirement for architectural drawings and specifications by a licensed architect or engineer.

A list of projects that may be allowed to proceed without drawings and specifications by a licensed architect or engineer is provided in Appendix C. If any part of a project does not fall under the exceptions described in Appendix C, architectural drawings and specifications for the entire project must be provided. Applicants who are uncertain as to whether their project qualifies for an exception to the requirement for architectural drawings and specifications by a licensed architect or engineer should contact the Commission for clarification.

A. The following applies to the list of projects in Appendix C that do not require drawings, specifications, or oversight by a licensed architect or engineer, but do require contractor specifications and may require shop drawings. Please contact the Commission if you are unsure if your project qualifies for an exception for drawings and specifications by a licensed architect or engineer.
   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) **Scope of Work.** 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 NPS Preservation Briefs (https://www.nps.gov/orgs/1739/preservation-briefs.htm). Keep in mind there may be more than one NPS Preservation Brief for a historic material. Please contact the Commission with any questions on how to use and interpret the NPS Preservation Briefs.

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.

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, 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 the Commission staff.

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 Interior's 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. The Commission maintains lists of these qualified professionals. If you are unsure if one is qualified to work with historic buildings reach out to the Commission.

4. Contract

A. A successful grant recipient shall enter into a Contract with the State that includes the amount of the grant award, 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 funded project or the funded phase of 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 F and in the Contract. Five percent (5%) will be withheld for final payment pending approval by the Commission of the final HCBG project report. The preparation of the final HCBG report is an allowable cost that can be included in the applicant's budget.

6. 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.

7. 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.

8. Conflict of Interest Prohibitions

No person shall participate in the selection, award, or administration of a grant, contract, or subcontract assisted by a HCBG 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.

9. 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 5% will be withheld for final payment pending approval of the final project report by the Commission.

Government Match: The requirement that **government money cannot be used for the 25% grant match** will not change for the duration of the HCBG program. For more specifics on government-owned buildings or the use of governmental funds see Chapter 7. Funding Requirements.

10. Photographs

Photographs must be high quality digital images (JPEG or TIFF format) that clearly show all parts of the building where work is proposed on both the interior and the exterior. In lieu of individual JPEGs a PDF formatted photo log may be included with no more than two photos per page. 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. Applicants must use their judgement as to how many photographs adequately "tell the story" of their project. However, please **do not include more than (20) individual photographs** with your application. Provide an adequate number of photos 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 include 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. For more information on photograph documentation for the HCBG program please see the Photo Documentation Requirements and Photo Release Form on the Commission website.

11. Procurement Actions

Procurement of goods and services must be conducted in a manner that provides for maximum open and free competition, as well as equal access to all potential bidders for the same information, in compliance with program requirements. Under State of Maine law, procurements of goods and services is required. Bid documents must be publicly advertised, and the contract must be awarded to the bidder with the most 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 "split" to avoid competitive requirements.

A. Bid documents must be publicly advertised. Advertisement must indicate the scope of the project and that a portion of the project is funded via an HCBG administered by the Commission. The advertisement must run a minimum of three (3) consecutive days and allow a minimum of fifteen (15) calendar days from the final day of advertising to the proposal opening date. The time period the Grantee would like the bid period to remain open is up to their discretion.
B. Bid documents (bid tabulations and intent to award) must be submitted to the Commission for review and approval before the contract award is made by the Grantee.
C. The contract must be awarded to the bidder with the most qualified bid price. The Grantee will create criteria to evaluate the bids received such as the quality of the goods or services being supplied by the contractor, the contractor's past work experience, and the contractor's compliance with standards and rules.
D. Procurements may not be "split" to avoid competitive requirements. The bid documents must reflect the Grantee's scope

of work in its entirety and should not be split out into separate components.

E. Grantees must avoid conflict of interest or the appearance of conflict of interest when soliciting or awarding work on HCBG projects.

F. It is acceptable for a contractor that prepared drawings and specifications to bid on a project as long as the drawings and specifications bear the stamp of an architect or engineer and both the drawings and specifications are shared with any other interested contractors that respond to a Request for Proposal. Walk-through opportunities must also be provided. If a contractor's drawings only cover a portion of the necessary work, the architect or engineer must add details to ensure that the entirety of the project is covered. Any information on the drawings and specifications that identify the contractor should be removed from the drawings and specifications so that the architect or engineer is clearly the "owner" of the drawings and specifications. However, if a contractor prepares drawings and specifications for a project that falls under Chapter 6. Exceptions, it is **unallowable** for that contractor to bid on the project. In order for a project to qualify for the Chapter 6. Exceptions, a qualified third party (another qualified contractor, specifier, conservator, specialist, etc.) who is not bidding or does not plan to execute the project work must specify the project and provide any necessary plans and shop drawings.

12. 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.

13. 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.

14. 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 Grant 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.

15. 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 D or the sample Preservation Agreement in Appendix E.

H. Preservation Agreements must be recorded at the appropriate County Registry of Deeds.

I. The Preservation Agreement requires public access to the building as stipulated in Appendix E.

16. 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. FUNDING REQUIREMENTS

Projects will be funded on a maximum 75 percent grant, minimum 25 percent non-grant basis. Minimum grant awards in this grant round will be $25,000 and maximum grant awards will be $500,000. All match must be from private or non-profit (non-governmental) sources. Government money (including municipal funds) cannot be used for the 25 percent match. The requirement that government money cannot be used for the matching share will not change for the duration of the HCBG program.

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. **Payment Procedures/Government Owned Building:** There are two payment procedure options to consider when a project involves a building that is owned by a governmental entity. The documentation described below must be submitted with requests for reimbursement under Options 1 or 2.

A. Option 1 – a governmental entity pays the full amount of an invoice. It then requests reimbursement from an eligible non-profit organization that has agreed to provide the 25% matching share and requests reimbursement from the Commission for the 75% grant share.

Option 1 Documentation – when reimbursement is requested, documentation shall consist of copies of contractor invoices and canceled checks from the governmental entity directly to the contractor (100% of paid invoices) and from the non-profit directly to the governmental entity (at least 25% of paid invoices).

Please note that the sequence of payment/reimbursement in Option 1 is very important because if the governmental entity acquires the matching share before it pays the invoice, those funds received from the non-profit are now considered governmental funds and would be disqualified as the matching share.

B. Option 2 – the eligible non-profit directly pays the contractor the 25% matching share of an invoice and the governmental entity pays the 75% grant share. Then the governmental entity seeks reimbursement from the Commission for the grant share.

Option 2 Documentation – when reimbursement is requested, documentation shall consist of copies of contractor invoices and canceled checks from the governmental entity directly to the contractor (75% of paid invoices) and from the non-profit directly to the contractor (at least 25% of paid invoices). **Note:** If a governmental entity transfers funds to a non-profit for

the purpose of matching the grant, the funds are considered governmental funding because of the action of the Town to release the funds.

2. **Allowable Grant Costs.**
   A. Structural repairs to foundations, framing, masonry, and/or roofs.
   B. Preservation or restoration of the building envelope, including masonry repointing, in-kind repair/replacement of sheathing, cladding and trim materials, roofing, historic window restoration, and 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 routine or cyclical minor maintenance.
   D. Mechanical system upgrades to protect the historic building (new wiring, heating systems, plumbing, and fire/intrusion alarms).
   E. Life/Safety upgrades to meet IEBC.
   F. Upgrades to improve ADA accessibility (but not new elevators unless the elevator is necessary to improve ADA access within the footprint of the historic building).
   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 and the budget.
   K. Materials and Equipment (including HVAC). 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.

      Allowable Bond Expenses for Equipment: State capitalization policy requires equipment to have a useful life greater than one (1) year and a $5,000 per unit cost for equipment (including HVAC) to be considered an allowable expense. The following ancillary costs would be included in the $5,000 per unit cost for the equipment and for other fixed assets:

      - Transportation charges;
      - Sales tax;
      - Installation costs;
      - Cost of equipment and HVAC kit components;
      - Extended maintenance warranty contracts; and
      - Any other normal or necessary costs required to place the asset in its intended location and condition for use.

      Based on the ancillary costs the $5,000 could include the cost of the equipment (i.e. heat pump), installation kit, and installation labor as costs to be capitalized. Please contact the Commission if you are unsure if an equipment expense is allowable.

   L. Indirect costs such as Insurance premiums, interest, and other related costs incurred during construction (refer to the Maine State Administrative and Accounting Manual – SAAM Section 30.20.10.a).

M. Costs of signs (including the required project sign in Chapter 6.14.) acknowledging grant assistance at construction project sites during the grant period.

N. Procurement costs, including the procurement notice if incurred after the grant contract is executed between the Commission and the applicant.

3. **Allowable Grant Match.**

A. Cash.

B. Donated Materials and Equipment.

C. Donated Labor.

D. Donated Professional Services.

E. Cash donations from other non-governmental sources (including grants).

4. **Unallowable Grant Costs.** The following list identifies many but not all expenses that are unallowable either as reimbursable charges or as match. Contact the Commission for questions on unallowable costs.

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. Contingencies. Contingencies are unallowable costs and should not be included in the HCBG budgets.
G. Overhead and some indirect costs. If there is an indirect cost that the applicant is unsure if it should be included in the grant budget, the applicant should contact the Commission (also refer to the Maine SAAM Section 30.20.10.a).
H. Work performed prior to Commission approval of project drawings and specifications.
I. Generally, work on non-historic spaces.
J. Moving historic buildings.
K. Food.

L. Entertainment.

M. Equipment and other capital expenditures (that do not meet the allowable costs definition referenced above under Allowable Grant Costs).

N. Fundraising.

Chapter 8. BUDGET

A budget is a financial plan that outlines the preliminary cost estimates for the components of the preservation or restoration grant project. Each HCBG application must include a budget submitted with the HCBG application in the Excel format provided. Do not submit the budget in PDF format. Every effort should be made to prepare accurate cost estimates. The figures in contractor cost estimates should match the line-item costs in the application budget. The Commission understands preliminary cost estimates may change based on a selected contractor's bid during the procurement process or if there are changes in the project scope of work. When completing your budget keep in mind that for all HCBG projects the Commission share will not exceed 75% of documented and paid allowable expenses and will not exceed the total awarded amount. The grant recipient is responsible for any increases in the budget that occur after the grant contract is awarded. Grant recipients must notify the Commission of under-expenditure of grant funds at the earliest possible date.

Advanced 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 a signed and approved grant 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 2026 is $15.10 per hour. Check to see if this rate will change during the course of the project. Rate changes need to be reflected in the budget submitted with the application. The rate per hour reflected in the budget will not change once a grant award is made and needs to be accurate.

6. Be certain to include donated time or services as costs. See the process below in the Donated Labor section.

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. Applicants may designate or retain an experienced grant administrator to administer HCBG projects. This is an allowable cost and should be reflected in project budgets.

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. The budget submitted with the application is the budget that will be reflected in the grant contract should the applicant be awarded an HCBG. Although the cost estimates may change slightly the components (line items) of the budget reflected in the Excel worksheet for the most part should not change. There will be instances where the scope of work may change slightly during the procurement process or the project schedule may change slightly.

   PART 1. Excel Budget Worksheet

   All project costs should be itemized as appropriate in the Excel budget worksheet (budget). Do not refer to an estimate with no cost detail. The figures in the budget should match the contractor's estimates submitted with the application. Submit the budget in the Excel format provided and not in PDF format. Only one Excel file should be submitted.

COLUMN A – Item Description – enter short descriptions for the work that will be performed for each category or for the materials and labor necessary to complete the work.

Contractor(s). Work provided by the contractor or the project components must be itemized as to what aspect of the project the expenses listed under Column B are related to the project. These project components 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 that is not rented by the contractor or the applicant can be listed here as an expense.

Equipment. 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/Project Component section 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) it must be removed from the Total Item Cost. For instance, if equipment is 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/Project Component section. This shared equipment should be listed under the Equipment Rental section as a separate expense.

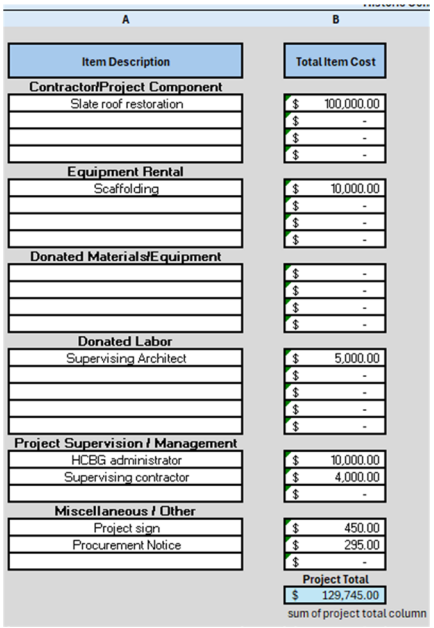
Donated Materials/Equipment. These items must be listed for donations of materials/equipment that are not paid for in cash. The Total Item Cost (or value) should be completed and must match the amount listed in Column D since it will not be paid for. Break down the materials or equipment by type under 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 Materials/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. Make sure you are calculating the donated labor per hour appropriately. Once it is reflected in the Excel budget spreadsheet and submitted with an application it cannot be changed. The grant recipient is responsible for any increases in the budget that occur after the grant contract is awarded.

Project Supervision/Management. 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

Excel Budget Worksheet

Column A and Column B



A	B
Item Description	Total Item Cost
Contractor/Project Component	
Slate roof restoration	$ 100,000.00
	$ -
	$ -
	$ -
Equipment Rental	
Scaffolding	$ 10,000.00
	$ -
	$ -
	$ -
Donated Materials/Equipment	
	$ -
	$ -
	$ -
	$ -
Donated Labor	
Supervising Architect	$ 5,000.00
	$ -
	$ -
	$ -
	$ -
Project Supervision / Management	
HCBG administrator	$ 10,000.00
Supervising contractor	$ 4,000.00
	$ -
Miscellaneous / Other	
Project sign	$ 450.00
Procurement Notice	$ 295.00
	$ -
	Project Total
	$ 129,745.00
	sum of project total column

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. This could include costs for the project sign, insurance, permits, or procurement costs, which are allowable costs. These must be listed and specified with Column B completed.

COLUMN B – Total Item Cost

Column B is a locked column and will calculate the total cost of each item shown in Column A and the dollar amounts the applicant enters in Columns C, D, and E. 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 (Match)

In Column C, list the portion of the total item costs in Column B that will be the portion funded with Applicant cash (match).

COLUMN D – Portion Funded with Applicant In-Kind Contribution (Match)

In Column D, list the portion of the total item costs in Column B that will be the portion funded with Applicant's in-kind (donated) contribution (match).

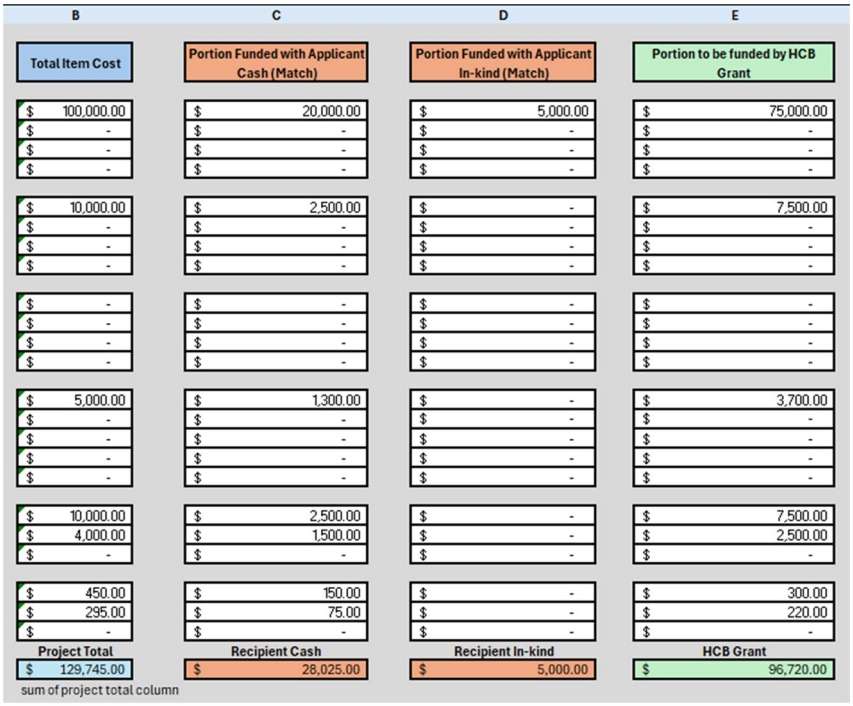
COLUMN E – Portion Funded by the Grant

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

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

Excel Budget Worksheet

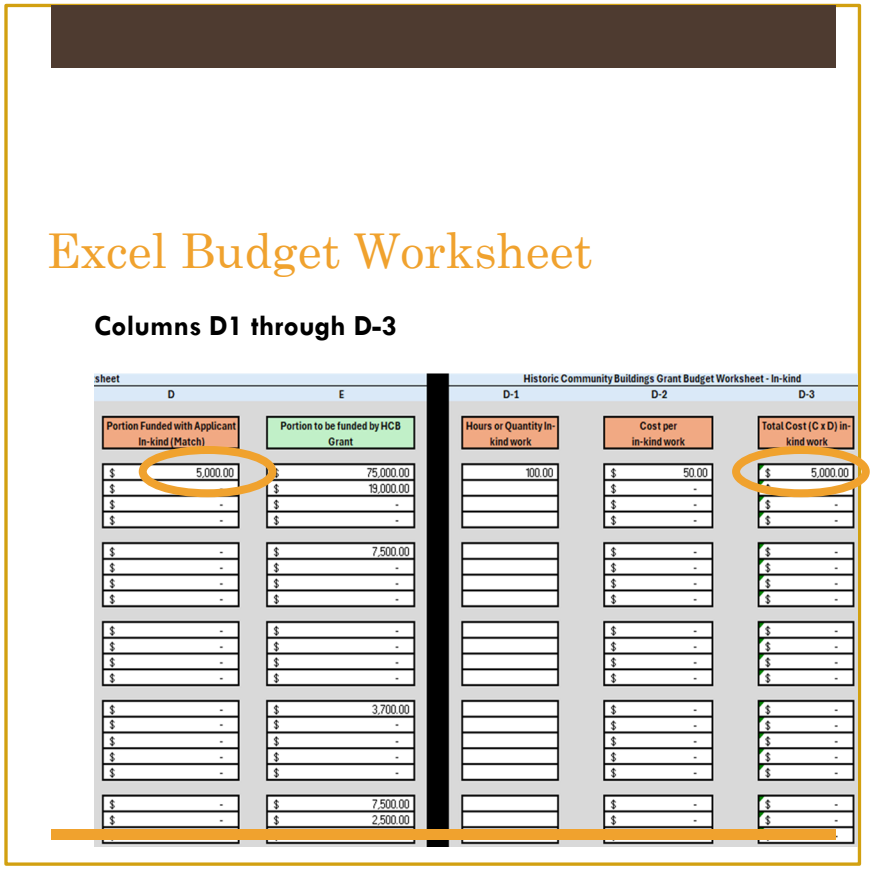
Column's B through E



B	C	D	E
Total Item Cost	Portion Funded with Applicant Cash (Match)	Portion Funded with Applicant In-kind (Match)	Portion to be funded by HCB Grant
$ 100,000.00	$ 20,000.00	$ 5,000.00	$ 75,000.00
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ 10,000.00	$ 2,500.00	$ -	$ 7,500.00
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ 5,000.00	$ 1,300.00	$ -	$ 3,700.00
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ -	$ -	$ -	$ -
$ 10,000.00	$ 2,500.00	$ -	$ 7,500.00
$ 4,000.00	$ 1,500.00	$ -	$ 2,500.00
$ -	$ -	$ -	$ -
$ 450.00	$ 150.00	$ -	$ 300.00
$ 295.00	$ 75.00	$ -	$ 220.00
$ -	$ -	$ -	$ -
Project Total	Recipient Cash	Recipient In-kind	HCB Grant
$ 129,745.00	$ 28,025.00	$ 5,000.00	$ 96,720.00
sum of project total column			

Excel Worksheet Columns P through T

1. **COLUMN D-1 – Hours or Quantity In-Kind Work**
   In Column D-1 show the total number of hours for in-kind contributions from Column A.
2. **COLUMN D-2 – Cost per In-Kind Work**
   In Column D-2 show the hourly rate of each of the in-kind contributions from Column A.
3. **COLUMN D-3 – Total Cost (D1 x D2) In-Kind Work**
   Column D-3 is a locked column. In Column D-3 show the total value of each of the in-kind contributions from Column A (the formula in the cell multiplies D-1 times D-2 and the total in D-3 must equal the amount in Column D).



PART 2. Excel Budget Worksheet

Match Funding Status Worksheet (bottom of table rows 47 through 54)
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.).

"Donations (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 6.9.). The amount entered must match the sum of the amount entered under D-3 for all Donated Labor.

"Donated 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.

"Other (describe)" must address sources, amounts, and status for any amounts included under Columns C and D for the Miscellaneous/Other category.

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.

4. State Agencies

   Any department or agency of state government may apply for a Historic Community Buildings 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

Nov-Jan. 2026/2027	Applications reviewed for completeness and scored by Application Review Committee.
January 22, 2027	Awards made by Maine Historic Preservation Commission.
Feb.-Mar. 2027	Commission staff to develop contract documents and Stewardship or Preservation Agreements; Grant Review meetings for April 2027 project start times.

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: 2/25/2026	CONTRACT AMOUNT: $
ADVANTAGE CONTRACT #:	
DEPARTMENT AGREEMENT #: N/A	
START DATE: 2/25/2026	END DATE: 9/30/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347
PROVIDER		
PROVIDER NAME:		
ADDRESS:		
CITY:	STATE: Maine	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.

Department Representative:		**Provider Representative:**	
BY: Kirk F. Mohney, Director	**Date**	BY: Signature **Name and Title**	**Date**

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

Service Contract Template – REV 11/6/2025

DEPARTMENT AND PROVIDER POINT OF CONTACT

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: Erika Webb		
EMAIL: erika.webb@maine.gov	TELEPHONE: 207-287-5436	
ADDRESS: 10 Water Street, 65 SHS		
CITY: Hallowell	STATE: Maine	ZIP CODE: 04347

PROGRAM ADMINISTRATOR: (**Program Administrator section is optional.)**
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:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE: Maine	ZIP CODE:

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

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE: Maine	ZIP CODE:

RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*	
☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☒	Rider D – Specifications of Work and Compliance
☒	Rider E – Attachments
☒	Rider F – Budget and Detailed Payment instructions
☒	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

FUNDING RIDER

Internal Purposes Only

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

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
$		94P							

FUNDING TOTAL: $0

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

General Bond Fund: $0

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

I. Acronyms
II. Introduction/Overview
III. Deliverables
IV. 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	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this contract is to provide funding for the Name of Organization for a Historic Community Buildings Grant (HCBG). The funding for this grant was established in the November 2024 general election, when Maine voters approved a $10 million bond for the restoration of historic community buildings. The bond requires a 25% matching share from either private or non-profit sources, and the program is administered by the Department. The grant funding equals 75% of the Provider's project cost as explained and justified in the Provider's 2025 HCBG application. The service is for the preservation or restoration of a community building that is listed in the National Register of Historic Places or that has been nominated for listing in the Register by the Department.

The Provider shall undertake the project of restoring or preserving a community building in accordance with the program materials that have been developed by the Department staff, including the HCB Grant Manual that lays out the policies and requirements for the program. The Provider shall undertake this project in accordance with the Provider's 2025 HCBG application as submitted to the Department,

and any supplemental materials requested by the Department after the grant was awarded in 2026. The Provider shall be in compliance with State laws and regulations governing administration.

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.

SCOPE OF WORK: The project will be undertaken in accordance with the Provider's 2025 HCBG application as submitted to the Department, and any supplemental materials requested by the Department after the grant was awarded in 2026. The Provider shall adhere to the HCB Grant Manual (Manual) for any work related to the project and will:

1. Ensure that all work will meet The Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties as defined in the Manual. Please refer to the Manual for the Standards and Guidelines for Preservation and Restoration and applicable preservation briefs;

2. The work shall be undertaken by qualified individuals who have experience working with historic buildings and interpreting the Secretary of the Interior's Standards for Preservation and Restoration. These individuals include, but may not be limited to, Maine licensed architects and engineers, contractors, tradespeople and conservators as defined in the Manual;

3. Provide final bid drawings and specifications to the Department;

4. Complete and submit interim reports and the final report as per the Reporting Schedule below in 4. B. Reports will include costs, narrative, and photographs as stipulated in the Manual and in the format that will be provided by the Department;

5. Understand that the stipulated scope of work, materials, and products can only be changed by means of prior written approval by the Department;

6. Enter into a Stewardship Agreement or a Preservation Agreement to guarantee maintenance of the building and public benefit requirements as stipulated in the Manual;

7. The Provider must erect and maintain a project sign at the project site that meets the specifications in the Manual;

8. The Provider shall conduct procurement of goods and services in a manner that provides for maximum open and free competition in compliance with the program requirements in the Manual; and

9. The Provider shall retain all procurement and financial records relating to the grant funded project for

audit purposes for a period of six (6) years after the grant project is closed.

III. DELIVERABLES:

The Provider shall provide all services and maintain all standards and requirements for services provided under this Contract in accordance with the following.

The project will include:

1. Description of deliverables

IV. REPORTS:

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Interim Reports	Rider D
2.	Final Report	Reporting form provided

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: *("Each year/quarter/month/week")*	Due Date and/or Frequency: (# days after each year/quarter/month/week")
1.	Interim Report	Quarterly	June 15, 2026
2.	Interim Report	Quarterly	September 15, 2026
3.	Interim Report	Quarterly	December 15, 2026
4.	Interim Report	Quarterly	March 15, 2027
5.	Interim Report	Quarterly	June 15, 2027
6.	Final Report	Final	September 30, 2027

The Interim Reporting schedule can be changed only by prior written approval by the Department. Interim reporting forms will be provided to grant recipients for their use.

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section "DEPARTMENT AND PROVIDER POINT OF CONTACT" of this Agreement.

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 executive employee who participated in any way in the solicitation, award or administration of this Agreement according to MRS Title 5 §18-A,2 and in harmony with MRS Title 17 §3104. Any contract made in violation of these sections is void.

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 a 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 affected 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 Funding
    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 award

Rider D

Maine Historic Preservation Commission
Historic Community Buildings Grant
Round 1

INTERIM PROGRESS REPORT

Project Name: Name of Organization

Reporting Date: 6/15/2026

Work Completed to Date (please describe briefly):

Click or tap here to enter text.

Has a reimbursement request been submitted during this quarter? Yes ☐ No ☐ Amount: $_____

Is the project on budget? Yes ☐ NO ☐ If not, please explain why: Click or tap here to enter text.

Items submitted with this report. (*check all that apply*)

☐ Donated time sheets (signed)
☐ Request for reimbursement
☐ Other Click or tap here to enter text.
☐ Photographs

The project will be completed:

Per the approved scope of work	☐ Yes ☐ No
Per the approved schedule	☐ Yes ☐ No
Per the approved budget	☐ Yes ☐ No

Would you like someone from the Maine Historic Preservation Commission to call to discuss your project? ☐ Yes ☐ No

_____ _____

Submitted by Date Click or tap to enter a date.

Please save form as a Word Document or PDF and email to erika.webb@maine.gov

Rider E
Attachments

The following documents are attached to and made a part of this Agreement:

Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable. Deliverables include but are not limited to: grant interim and final reports, procurement of services documentation form, and photos of all work underway or completed for the grant.

- Submit photos of all work underway or completed for the grant and a photo of the project sign. Please refer to the HCBG program document "Photo Documentation Requirements" for more information on what should be provided in interim and final reports.
- Ensure that a fully executed, recorded copy of the stewardship agreement or preservation agreement has been sent to the Department.

B. How should I save deliverable submissions?

Name each file as follows:

HCBG PROGRAM_GRANT RECIPIENT_TOWN_description of file 001

- For "Description," create a short (less than 20 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &,?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports saved as PDF documents.
- Photos: JPEGs or TIFFs at a high resolution.

How do I submit submissions?

Contact the Department's grant coordinator, Erika Webb (*email to erika.webb@maine.gov)*, to discuss options for submitting the digital files.

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

The project components and figures shown below are based on preliminary cost estimates included with the Provider's HCBG application. They are subject to change based on the selected contractor's bid and changes in the scope of work that may arise during the project. The Department share will not exceed 75% of documented and paid allowable expenses and will not exceed the total award amount.

DEPARTMENT GRANT SHARE OF PROJECT COST

Project Component	Category	Department Share of Cost	Notes
	Contractor/ Materials	$	
	Equipment	$	
Project Supervision	Management	$	
TOTAL		**$**	

PROVIDER'S MATCHING SHARE OF PROJECT COST

Project Component	Category	Donor/In-Kind	Provider Share of Cost	Notes
	Contractor/ Materials		$	
	Equipment		$	
Project Supervision	Management		$	
		Per hour	$	Portion funded with applicant In-kind
TOTAL			**$**	

TOTAL GRANT SUMMARY

Provider Match Summary		Department Summary		Total
Total In-Kind	**$**	**Total In-Kind**	**$**	**$**
Total Donation	**$**	**Total Donation**	**$**	**$**
Total Cash	**$**	**Total Cash**	**$**	**$**
Total Provider Match	**$**	**Department Total**	**$**	**$**

Detailed Payment Instructions

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.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
    a. amount of reimbursement requested;
    b. the project cost for this request;
    c. the amount of match expended for this request; and
    d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Department pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. See Sample Reimbursement Request Letter, below (also included as a separate attachment).

YOUR LETTER HEAD]

INVOICE # _____ Date Click or tap to enter a date.

RE: Contract # _____

Dear Mr. Mohney:

On behalf of the_____, I am requesting a (partial) (full) reimbursement of $_____for expenses incurred between _____ and _____, 20__ in conjunction with the HCBG funded project_____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is $_____, of which $_____ is match and $_____ is requested as reimbursement.

Sincerely

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

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: EXCEPTIONS

A. **Interior Finishes.** 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.

B. **Windows and Doors.** 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 will be required.

C. **Siding and Trim.** 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.

D. **Masonry.** Masonry repointing and limited masonry unit replacement (for example individual bricks or stones)
   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 a detailed masonry 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.

E. **Stained Glass.** Repair and restoration of stained glass
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) A conservator's assessment of conditions and repair specifications must be submitted with all HCBG applications.

F. **Roofs.** 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.

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

APPENDIX D: SAMPLE STEWARDSHIP AGREEMENT

THIS STEWARDSHIP AGREEMENT is made the ____ day of _____, 20_____, by (hereinafter referred to as the "Owner") and in favor of the State acting through the Director of the Maine Historic Preservation Commission (hereinafter referred to as the "Grantee") for the purpose of the preservation or restoration of a certain Property known as the [enter the property name], located at [enter the street address, city, and county], Maine, which is owned in fee simple by the Owner and is listed in 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 E: 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 F: FORMAT FOR FINAL PROJECT REPORT

FORMAT FOR FINAL PROJECT REPORT

Historic Community Buildings Grant Program

Name of Project: Click or tap here to enter text.

Contract Period:

Dates of project work: Click or tap here to enter text.

Please note: The following material will form the basis for the final project report for each HCB grant project. If they choose, grantees can use this document for their final report. Please save your final project report document as a PDF.

PART 1

Property and Ownership Identification (the grant administrator has partially completed this section, if any discrepancies please edit the information).

1. National Register name and address of the assisted property.

   National Register of Historic Places Inventory -- Nomination Form for the _____ (NR ID #) located at County, Maine

2. Name and address of the property's owner.

3. Name and address of architectural/engineering firm and/or contractors.

   Enter text here.

Fiscal Report

1. Final work cost breakdown and brief narrative (1 or 2 sentences) explaining any differences between the original work cost estimates and the final costs (refer to contract Rider F Budget and Detailed Payment Instructions and note where the work exceeded or was less than the contract budget).

Project Component	Category	Final Cost	Note where figures differed from contract budget
		$	
TOTAL		**$**	This should be the total project amount (total Commission and Grantee amounts)

PART 2

Case Study Narrative and Documentation (all photographs should be in conformance with contract Rider E Attachments and the photo documentation requirements provided with this document).

1. Brief (one to two paragraphs) narrative of preservation or restoration needs prior to grant award.

   Enter text here.

2. Submit photos of all work underway or completed for the grant and a photo of the project sign.

   ☐ Provide separately (see HCBG photo documentation requirements document).

3. Brief (one to two paragraphs) narrative of completed project work, including reference to condition assessments, reports, and test results used to accomplish the preservation or restoration objective(s).

   Enter text here.

4. A proposed maintenance schedule based upon the particular problems encountered and addressed.

   Enter text here.

5. Brief (one to two paragraphs) narrative of preservation problems that still need to be addressed and the anticipated timeframe to address them, if known.

   Enter text here.