

**HISTORIC RESOURCE PROJECTS ONLY**

**ACQUIRE, PRESERVE, REHABILITATE, AND RESTORE HISTORIC RESOURCES**

**TIME-URGENT APPLICATION DEADLINE FOR NOV. 2024 TOWN MEETING: April 10, 2024 @ 3:00 P.M.**



# FALMOUTH COMMUNITY PRESERVATION FUND

NOVEMBER 2024 FUNDING APPLICATION

Time-Urgent Project

COMMUNITY PRESERVATION COMMITTEE

Falmouth Town Hall  
59 Town Hall Square  
Falmouth, MA 02540  
Telephone: 508-495-7436  
Email: [cpfund@falmouthma.gov](mailto:cpfund@falmouthma.gov)

# TABLE OF CONTENTS

APPLICATION GUIDELINES.....	3
COMMUNITY PRESERVATION ACT AND TOWN OF FALMOUTH GOALS.....	4
APPLICATION COVER PAGE.....	7
APPLICATION NARRATIVE.....	8
APPLICATION SUBMISSION CHECKLIST .....	11
ATTACHMENT A - PROJECT SCHEDULE .....	12
ATTACHMENT B - PROJECT BUDGET .....	13
ATTACHMENT C - SUPPLEMENTAL INFORMATION FOR HISTORIC PRESERVATION PROJECTS .....	15
ATTACHMENT D - PROCESS FOR REQUESTING REIMBURSEMENT FOR CP FUND PROECTS.....	46

# APPLICATION GUIDELINES

1. Applicants must use this Falmouth Community Preservation Fund (CP Fund) Application. Each applicant must (1) use the Application Cover Sheet on page 7 as the first page of the application, (2) answer Application Narrative - Questions #1 through #9, and (3) include Attachments A and B. Historic Preservation applications must also include Attachment C, "Supplemental Information for Historic Preservation Projects." Historic Preservation applicants are encouraged to review the attached Preservation Restriction policy. The use of maps, visual aids, and supplemental information is encouraged. Applicants should familiarize themselves with the payment policy - *Process for Reimbursement for CP Fund Projects* presented in Attachment D.

Submit one (1) unbound original and one (1) unbound copy. Include an electronic copy.

2. Applicants must provide an accurate and detailed estimate of project costs. Applicants are strongly encouraged to obtain more than one estimate in order to present a realistic project budget. If possible, applicants must provide at least one quote/estimate from potential suppliers.
3. If the request is part of a multi-year project, applications should include the total project cost, timeline, and allocations reflecting all project years. The Community Preservation Committee (CPC) can recommend multi-year projects only if the total cost can be included in the current year's CPA revenues. The CPC cannot commit anticipated revenues.
4. CPA proposals shall not include:
  - a. The request of funds for maintenance or upkeep of land or buildings. Maintenance is defined as incidental repair which neither adds to the value of the property nor appreciably prolongs the property's life but keeps it in a condition of fitness, efficiency, or readiness and is required more often than every ten years (CPC).
  - b. The request of funds for wastewater treatment initiatives<sup>1</sup>
  - c. The request of funds from private property owners for any projects in any of the four CPA categories.
5. Proposed CPA projects must demonstrate public benefit. Public benefit is defined as a project or purchase that enhances an area or structure for a significant group of citizens and promotes balance between cost and public good. **To ensure the public's investment in the property, applicants are advised that a preservation restriction may be required.**
6. Proposals must specify non-CPA funding sources. It is preferable that Community Preservation Funds leverage other funding sources. Please attach documentation of non-CPA funding source commitments.
7. For applicants who are submitting multiple project requests, projects must be prioritized.
8. Proposals must be received by the advertised deadline to be considered for funding at the next Town Meeting. CP Fund proposals must be submitted to the Community Preservation Office in Town Hall.
9. The CPC will determine project eligibility before conducting proposal interviews. All eligible proposal applicants must attend a CPC meeting for a proposal interview. Applicants will be contacted to schedule an interview.

Communication between applicants and the CPC shall be in accordance with "Communications between Funding Applicants, Project Managers/Signatories, and CPC Members" outlined in the Community Preservation Committee Operating Procedures available on the CP Fund website, [www.cpfundfalmouth.org/](http://www.cpfundfalmouth.org/) and the Community Preservation page of the Town of Falmouth website, [www.falmouthma.gov](http://www.falmouthma.gov).

*NOTE: There are legal limitations on the use of CPA funds. If you are in doubt about your project's eligibility, you are encouraged to contact the Community Preservation staff at (508) 495-7436 or submit a letter of inquiry so that the Community Preservation Committee can determine eligibility.*

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<sup>1</sup> The CPC's position on CPA funding towards wastewater initiatives is that any such initiative shall be considered only after it has been approved by the appropriate authorities as a treatment for Falmouth wastewater.

# COMMUNITY PRESERVATION ACT GOALS AND TOWN OF FALMOUTH GOALS

## COMMUNITY PRESERVATION ACT (CPA) GOALS

The Community Preservation Act (CPA) provides a special funding source that is dedicated to community preservation needs related to community housing, historic resources, open space, and recreation. In general, the goals of the CPA are:

- Community Housing - Acquire, Create, Preserve, and Support (*plus* Rehabilitate and Restore *if* the Community Housing was acquired with CPA funds)
- Open Space - Acquire, Create, and Preserve (*plus* Rehabilitate and Restore *if* the Open Space was acquired with CPA funds)
- Recreation - Acquire, Create, and Preserve, Rehabilitate, or Restore Land
- Historic Resources - Acquire, Preserve, Rehabilitate, and Restore
  - Preservation of Historic Resources includes retention of the greatest amount of historic fabric along with the building's historic form, features, and detailing as they have evolved over time
  - Restoration of Historic Resources includes allowance for a depiction of a building at a particular time in its history by preserving materials from the period of significance and removing material from other periods
  - Rehabilitation of Historic Resources includes an acknowledgment of the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historical character

For more detailed information on the CPA, please review the Town of Falmouth's Community Preservation Plan, which is available in the Community Preservation Office and online on the [Community Preservation page](#) of the Town's website, <http://www.falmouthma.gov>, listed under Boards & Committees. For information about Falmouth CP Fund revenues, budget, distribution of funds and projects funded since 2005, see the CP Fund website at [www.cpfundfalmouth.org](http://www.cpfundfalmouth.org).

## TOWN OF FALMOUTH GOALS

The CPC will evaluate all eligible CP Fund proposals keeping in mind the relevant goals stated in the Local Comprehensive Plan as well as other relevant town-wide plans. CP Fund applicants should consult the Local Comprehensive Plan available in the Planning Office and online on the Planning Department webpage at <http://www.falmouthma.gov>.

Additional resources related to specific CPA categories are listed below:

- Community Housing
  - Local Comprehensive Plan
  - Housing Production Plan
- Open Space/Recreation
  - Local Comprehensive Plan
  - Town of Falmouth Open Space and Recreation Plan

➤ Historic Resources

- Local Comprehensive Plan
- Falmouth Historic Districts Guidelines
- Town of Falmouth Historic Preservation Plan
- Secretary of Interior's Standards for the Treatment of Historic Properties

➤ The Select Board's Five-Year Strategic Plan

➤ Additional Town-Wide Plans

**FUNDING APPLICATION  
FOR  
COMMUNITY PRESERVATION FUNDING  
  
BEGINS ON THE FOLLOWING PAGE**

# COVER PAGE

## APPLICATION FOR COMMUNITY PRESERVATION FUNDING

Submit one (1) unbound original and one (1) unbound copy to the Community Preservation Office, 59 Town Hall Square, Falmouth, MA 02540. Transmit an electronic version of the application to [cpfund@falmouthma.gov](mailto:cpfund@falmouthma.gov). **Time-Urgent Applications are due April 10, 2024 at 3:00 p.m.**

<b>Date:</b>	
<b>Name of Applicant/Sponsoring Organization:</b>	
<b>Mailing Address:</b>	
<b>Name of Proposal/Project:</b>	
<b>Project Location/Street Address (if applicable):</b>	

<b>Project Representative/Contact Name and Title:</b>	
<b>Mailing Address:</b>	
<b>Daytime Phone:</b>	
<b>Evening Phone:</b>	
<b>Email:</b>	

Cost of Proj - this app. only	CPA Funds	Cost Share - Private	Cost Share - Other Public
\$	\$	\$	\$

**CPA Category** (You must check at least one category, but may identify additional categories if applicable)

- |  |  |
|--|--|
| <input type="checkbox"/> Open Space            | <input type="checkbox"/> Recreation        |
| <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> Community Housing |

**TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE INDIVIDUAL OR GOVERNING BODY OF THE APPLICANT.**

**Authorized Project Representative:**

Typed (Printed) Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# APPLICATION NARRATIVE

Please answer the following questions, keeping answers complete but brief (use separate paper as necessary). Refer to the Application Guidelines on Page 3 while completing this application. Applications will be returned if all requested information is not provided. Include supporting materials, as necessary. Applications that (1) present a thorough description of the project with as many details as possible; (2) have significant support from other Town Boards and Committees; and (3) present a comprehensive, well described and reasonable budget and realistic implementation schedule will have the greatest likelihood of success.

1. **A. Project Description:** Describe the proposed project and how it will be completed. What steps are involved in completing this project? Include supporting materials and exhibits as necessary.

**B. Applicant's Previous CPA Project Funding:** Has a previous phase of this project, or any previous project, received CPA funding? If yes, explain.

2. **Community Need and Public Benefit:** Why is this project needed? (See definition of *public benefit* in *Application Guidelines*, p. 3). When responding to this question, consider the following: matching funds from other sources that will be obtained if CPA funds are awarded; people who will directly benefit from the project once it is completed; and resources that will be protected as a result of this project).

3. **Project Goals:**

- What are the goals of the proposed project? How are they consistent with the *CPA Goals* outlined on p.4?
- Second, how is the project consistent with the Local Comprehensive Plan (LCP) and other relevant Town plans [See Pages 4 & 5 – *CPA and Town of Falmouth Goals*].



For Recreation Projects only: Explain how the project is consistent with the Town of Falmouth VueWorks Program Report and Priority List (see the [Community Preservation page](#) of the Town’s website for the posted *Condition Rating Report 6-3-2015*).

4. **Success Factors:** How will the success of this project be measured? Be as specific as possible.
  
5. **Maintenance:** If ongoing maintenance is required to protect the CPA investment in your project, how will it be funded in the future? (if not applicable to your project, write NA)
  - A. **Who will be responsible for Project Maintenance?**
  
  - B. **How will Project Maintenance be funded & what are the Estimated Costs for Ongoing Operation & Maintenance for the Next 5 Years?**
  
6. **Proof of site control - Required for non-municipal projects only:** Attach documentation that you have control over the site, such as a Purchase and Sale Agreement or deed.
  
7. **Additional Information** (not required, but recommended if applicable)
  - A. **Project Documentation:** Attach any applicable engineering plans, architectural drawings, site plans, any other renderings, relevant studies or material.
  
  - B. **Other Information:** Attach any additional information that might benefit the CPC in consideration of this project.

**8. If your project requires coordination with another town department or entity, such as DPW, complete all four parts of the following section for each department you identify:**

- A. Identify by name each department, committee, board, or commission that will play a role in the implementation of your project (for example, Department of Public Works, or Planning Department).
  
- B. Define in detail the role to be played by each specific governmental body.
  
- C. Identify each participating staff person/board/committee/commission member(s) identified in Letter A above by name and their role(s) in your project.
  
- D. Obtain the signature of the director or department head of the identified department/board/committee/commission to assure acknowledgment of the details of the application and the department's role.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**9. If your project requires parcel identification numbers for parcels of land identified in the application, please provide certification of accuracy of Parcel ID numbers.**

Obtain the signature of the Director of Assessing (office located in Town Hall) confirming that all parcel identification numbers and accompanying information included in your *Application Narrative* are consistent with the Falmouth Assessors Maps. If not applicable to your project, please indicate with "NA."

**Parcel ID #s:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE TO ALL MUNICIPAL PROJECT APPLICANTS**

Prior to submission of a CP Fund Application for a municipal project, applicants must go before the Select Board at an open meeting to seek approval for submitting an application for CPA funding.

**The positive vote of the Select Board must be documented and included in this application.**

# APPLICATION SUBMISSION CHECKLIST

- Have you signed the *Application Cover Page* and included it as Page 1 of this application?
- Have you addressed each of the 9 items listed in the *Narrative* section of this application?
- Have you provided one unbound original and one unbound copy of the completed application?
- Have you submitted one electronic version of the completed application to Community Preservation Office ([cpfund@falmouthma.gov](mailto:cpfund@falmouthma.gov))?
- Have you included at least one quote/estimate for the proposed project?
- Have you completed and included *Attachment A: Project Schedule*?
- Have you completed and included *Attachment B: Project Budget*?
- Have you completed and included *Attachment C: Supplemental Information for Historic Preservation Projects*?
- Have you read and do you understand the payment policy - *Attachment D: Process for Requesting Reimbursement for CP Fund Projects*?

# ATTACHMENT A

## PROJECT SCHEDULE

**Provide a schedule for project implementation using the Milestones below. If Milestone B or C is not applicable to your project, mark the Milestone "NA."**

***Note:** Implementation Schedules must be realistic and well-conceived. Carefully consider projected Milestone dates. Unrealistic Implementation Schedules may have a negative impact on the project's application review. Milestone F, 100% Project Completion Date, may be incorporated into the Letter of Agreement as a Special Condition. If project implementation is delayed, the CPC may reconsider its recommendation for grant award.*

**Milestones (Month/Year):**

- A. Project Start (Month/Year):
- B. Procurement Documents Submitted to CPC (Month/Year):
- C. Project Construction/Professional Contract Submitted to CPC (Month/Year):
- D. Project/Construction Start (Month/Year):
- E. 50% Project Completion (Month/Year):
- F. 100% Project Completion (Month/Year):
- G. Close-Out Complete (Month/Year):

**Comments:**

# ATTACHMENT B

## PROJECT BUDGET

**Budget:** What is the total project budget and how will CPA funds be spent? All proposed project costs must be clearly identified including hard and soft costs, Falmouth Community Preservation Fund permanent sign/plaque cost, and contingencies. Applicants must provide accurate and detailed estimates from potential consultant(s), construction companies, and suppliers. At least one estimate on contractor letterhead is required. However, the CPC encourages applicants to seek more than one estimate and reserves the right to require additional estimates. Projects that require deed restrictions or other legal oversight should include these estimated expenses in their proposed budget (Note: CPA funds may not be used for maintenance).

**A. Budget Summary**

Total Project Cost	CPA Funds Requested	Cost Share – Private Funds	Cost Share - Other Public Funds	Cost Share - Other Investment or Funds
\$	\$	\$	\$	\$

**B. Budget Cost Sharing:** Identify the amount and source of cost sharing for this project including all private, federal, state or local government, and “other” sources.

Funding Source	Item: Project Component How Funding will be used	Amount	Type (grant, loan, in-kind, etc.)

*Attach commitment letters from any organization providing a cost share contribution listed in the table above.*

**C. In-Kind:** Are there any in-kind contributions included in the “Cost Share” information presented in A and/or B, above? If yes, describe how the value of the in-kind contribution was derived (in-kind contributions can be defined as a contribution of services or property, donated equipment, buildings or land, or donated supplies).

**D. Budget Categories:** (Leave any category blank that does not apply to your project.)

Category	CPA Funds	Other Funds (Cost Share)	Total
Personnel			
Materials/Equipment			
Construction			
Professional Contractual: Consultant, Legal, Engineering, Appraiser, etc.			
CPA Funding Sign/Plaque (permanent)			
Historic Preservation Restriction, if applicable *			
Other (Describe)			
TOTAL			

**\* Insert a cost allowance to develop and record Preservation Restriction. Consult with CP Office on cost estimate.**  
**Note:** Construction means all types of work done on a property or building including erecting, altering or remodeling. Attach at least one recent estimate/quote on company letterhead that was obtained and is dated within the past four months.

**E. Describe any other attempts to secure funding for this project (include successful and unsuccessful funding attempts).**

**F. Please provide any additional relevant budget information that you feel will be beneficial to the CPC in understanding your Project Budget.**

**ATTACHMENT C APPLIES TO HISTORIC PRESERVATION PROJECTS ONLY**

**ATTACHMENT C  
SUPPLEMENTAL INFORMATION FOR  
HISTORIC PRESERVATION PROJECTS**

IF YOU ARE APPLYING FOR HISTORIC PRESERVATION FUNDING, PLEASE REVIEW ATTACHMENT C CAREFULLY.

SECTION A: Historic Preservation Project Overview

SECTION B: CP Fund Preservation Restriction  
Preservation Restriction Background  
Preservation Restriction Policy

SECTION C: Project Eligibility Additional Required Information  
Project Eligibility - Please Check Appropriate Information and Sign:

*Compliance with the "Secretary of the Interior's Standards for  
the Treatment of Historic Properties" - Signature Required*

SECTION D: Supplemental Information Required for Historic Preservation Funding Proposals

SECTION E: Preservation Restriction Template

# ATTACHMENT C

## SUPPLEMENTAL INFORMATION FOR HISTORIC PRESERVATION PROJECTS

(Required for proposals submitted under the CPA Historic Resources category)

### **SECTION A: OVERVIEW**

Community Preservation Act (CPA) funding can be used to acquire, preserve, and rehabilitate and/or restore historic resources.

Historic resources are defined as a building, structure, vessel, real property, document or artifact that is either:

1. Listed on the State Register of Historic Places; OR
2. Determined by the local Historic Commission to be significant in the history, archeology, architecture, or culture of the city or town

In the Community Preservation Act, preservation is defined as protection of personal or real property from injury, harm or destruction and rehabilitation is defined as capital improvements or extraordinary repairs to make the historic resource functional for its intended use including improvements to comply with the Americans with Disabilities Act. The CPA specifically prohibits the use of CPA funds for maintenance. Maintenance is defined as incidental repairs which neither materially add to the value of the property nor appreciably prolong the property's life, but keep the property in a condition of fitness, efficiency or readiness

All work on historic resources financed with CPA funds must comply with the Standards for Rehabilitation as outlined in the "Secretary of the Interior's Standards for the Treatment of Historic Properties." The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings define four areas of treatment and standards for each area of treatment – Preservation, Rehabilitation, Restoration, and Reconstruction.

1. Preservation requires retention of the greatest amount of historic fabric, along with the building's historic form, features, and detailing as they have evolved over time.
2. Rehabilitation standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character.
3. Restoration standards allow for the depiction of a building at a particular time in its history by preserving materials from the period of significance and removing materials from other periods.
4. Reconstruction standards establish a limited framework for re-creating a vanished or non-surviving building with new materials, primarily for interpretive purposes.

Rehabilitation is the most common approach to Historic Preservation projects funded with CPA funds.

As aforementioned, all Historic Preservation projects funded with CPA funds must comply with the "Secretary of The Interior's Standards for the Treatment of Historic Properties" to be eligible for funding. There are ten specific rehabilitation standards with which a project must comply. These rehabilitation standards as well as the standards for preservation, restoration, and reconstruction are detailed in the "The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating Restoring & Reconstructing Historic Buildings" (<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>).

Applicants for Historic Preservation Funding should schedule a meeting with the Community Preservation staff at 508-495-7436 at least four weeks prior to the application deadline to review project eligibility and CPA funding requirements for Historic Preservation Projects.



## **SECTION B: CP FUND PRESERVATION RESTRICTION POLICY**

The CPC reserves the right to require a Historic Preservation Deed Restriction as a condition of funding for Historic Preservation projects. The CPC determines the need for deed restrictions in accordance with its Preservation Restriction Policy (attached). **If a Preservation Restriction is required, the Applicant will be notified during the CP Fund Application review process and its terms will be noted under Special Conditions in the Letter of Agreement that is to be signed by the Applicant and CPC. A draft Preservation Restriction will be included in the Letter of Agreement.**

**If a Preservation Restriction is required on the property, a retainage of project CP funds will be withheld from the final payment by the Town until the executed PR is filed with Barnstable County Registry of Deeds.**

**For informational purposes, a Preservation Restriction template is attached at the end of this Attachment C.**

## **SECTION C: PROJECT ELIGIBILITY**

**PROJECT TYPE:** Acquisition       Preservation       Rehabilitation       Restoration

## **HISTORIC PRESERVATION DETERMINATION**

### **STEP 1- Check all that apply to your project.**

- Property is individually listed on the State Register of Historic Places (applicant must provide documentation from the State or National Register)
- Property has been determined eligible by the Massachusetts Historical Commission (MHC) for listing on the State or National Register of Historic Places (applicant must provide documentation from MHC)
- Property is located within a National Register Historic District and is considered a “contributing structure” (applicant must provide documentation supporting the 'contributing structure' status).
- Property is located within a Local Historic District\* – please indicate district below:
  - Davisville Historic District
  - Falmouth Village Historic District
  - Quissett Historic District
  - North Falmouth Historic District
  - Waquoit Historic District
  - West Falmouth Historic District
  - Woods Hole Historic District

*\*Additional information may be required in order to determine eligibility of properties within Local Historic Districts.*

- Property is listed in the State’s Cultural Resources Inventory (CRI - see the Massachusetts Historical Commission CRI website at <https://mhc-macris.net/>). Applicant must provide copy of the CRI listing and relevant documentation (i.e. Form A for Area, Form B for Building, Form H for Landscape, etc.). Detailed documentation on CRI properties is kept in the Historical Commission's files at the Falmouth Town Hall.

Property is on the List of Significant Buildings designated by the Falmouth Historical Commission, which is available in the Town Clerk's office at Falmouth Town Hall.

Is there currently a preservation restriction on this property? If yes, please provide a copy with this application.

## **STEP 2 - Compliance with the "Secretary of the Interior's Standards for The Treatment Of Historic Properties"**

### **Secretary of the Interior's Standards for the Treatment of Historic Properties**

Historic Preservation projects are required to be in compliance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties." The CPC will review project plans for compliance with the Secretary's Standards.

Applicants must provide complete construction drawings and specifications to the CPC for review before construction funds will be disbursed. The CPC may engage the services of an Historic Preservation Consultant to review and comment on the appropriateness of the proposed drawings/specifications and their compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

CPA funds may also be used for design costs. Design plans produced with CPA funds must also be consistent with the Secretary's Standards.

Applicant has reviewed and familiarized themselves with the Falmouth CP Fund Preservation Restriction Policy.

If a Preservation Restriction currently exists on the property/structure, attach a copy to this Community Preservation Application.

The Secretary of the Interior's Standards are published by the National Park Service and may be accessed online at: <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>.

I, the undersigned, understand that CPA funded Historic Preservation Projects are required to comply with the "Secretary of the Interior's Standards for the Treatment of Historic Properties" and have read and understand the Falmouth CP Fund Preservation Restriction Policy.

X \_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

### **A. SUPPLEMENTAL INFORMATION REQUIRED FOR HISTORIC RESOURCES FUNDING PROPOSALS**

(Note: Unless specifically waived by the CPC, the supplemental information detailed below is required with the application submission. If you would like to request a waiver from these requirements, submit a written request to the Community Preservation Office, 59 Town Hall Square, Falmouth, MA 02540).

Please provide detailed project information, as applicable:

➤ **Building Preservation, Restoration, or Rehabilitation Projects:**

- Provide a copy of the Certificate of Appropriateness and accompanying letter of conditions (applicable only if project is located within a local historic district and has been reviewed by the Historic District Commission).
- Provide a copy of preliminary construction plans including both existing conditions and proposed alterations, and specifications including description of existing and proposed materials. In certain circumstances, photographic documentation may satisfy the requirement for existing conditions documentation.
- Provide a statement explaining how the project will comply with the “Standards for Rehabilitation” published in the “Secretary of the Interior’s Standards for the Treatment of Historic Properties.”

➤ **Landscape Preservation, Restoration, or Rehabilitation Projects:**

- Provide a copy of preliminary project plans, including existing conditions and proposed alterations, and project specifications, including a description of existing and proposed materials, plus any additional supporting information demonstrating need for preservation, restoration, or rehabilitation. In certain circumstances, photographic documentation may satisfy the requirement for existing conditions documentation.
- Define how the project will comply with the “Standards for Rehabilitation” published in the “Secretary of the Interior’s Standards for the Treatment of Historic Properties” and the “Guidelines for the Treatment of Cultural Landscapes.”

➤ **Design Services for The Preservation, Restoration, or Rehabilitation of a Landscape or Building:**

- Provide a statement explaining the need for design services related to preservation, restoration, or rehabilitation.
- Provide credentials for architect/designer (specifically addressing historic preservation experience).

➤ **Acquisitions and Other Projects:**

Please consult with Community Preservation Staff to determine additional information that may be required.

## **SECTION C: PRESERVATION RESTRICTIONS FOR CPA-FUNDED PROJECTS - BACKGROUND**

### **I. Acquisition of Historic Property with CPA Funds**

CPA Funds may be used for the acquisition, preservation, rehabilitation and restoration of historic resources. *In the case of acquisition of an historic property, the property must be bound by a permanent restriction, recorded as a separate interest, limiting the use of the interest to the purpose for which it was acquired.* The permanent restriction shall run with the land and shall be enforceable by the city or town or the commonwealth. The permanent restriction may also run to the benefit of a nonprofit organization, charitable corporation or foundation selected by the city or town with the right to enforce the restriction. The legislative body may appropriate monies from the CPA fund to pay a nonprofit organization created pursuant to Chapter 180 to hold, monitor and enforce the deed restriction on the property (MGL 44B s. 5 (a) (2) as amended by St. 2012 c. 139 s. 69-83).

### **II. Preservation, Rehabilitation and Restoration of Historic Resources**

#### ***A. Municipal or Government Buildings***

In the case of preservation, rehabilitation and restoration of a *municipal* historic resource, the purpose and benefit are public. *No preservation restriction is required* to ensure public purpose, access and benefit. However, circumstances may be such that the CPC decides to impose a PR on the property to ensure that the historic features and value be preserved in perpetuity. A municipality may not hold a restriction on itself, so when a PR is placed on a municipal property, it is necessary to find a nonprofit to hold that restriction. However, the CPA does not authorize the use of CPA funds to pay a nonprofit to hold the PR on a building not acquired with CPA funds.

#### ***B. Privately Owned Buildings***

The Anti-Aid Amendment to the Massachusetts Constitution (Art 46 s. 2 as amended by Article 103) generally prohibits the use of public monies for private projects, whether held by an individual, a corporation, or a nonprofit corporation.

*However, there is a way to grant public money to private organizations for historic preservation, rehabilitation and restoration. The key concept is to understand that public funds are prohibited from being used for private purposes. Any expenditure of public funds must be used to advance a public purpose.* The MA DOR pointed out in a February 2007 letter to the Town of Norfolk that the preservation of historic assets is generally understood to have legitimate public purpose. A variety of federal and state programs provide historic preservation grants to private nonprofit organizations, and typically the public purpose is served by the acquisition of a preservation restriction. Likewise, many CPA communities are now requiring permanent preservation restrictions as a condition of funding preservation projects on private properties.

In summary, CPA funds may fund a project on private property if the project is advancing a public purpose. A CPC can protect the public purpose by imposing a preservation restriction, ensuring the public has access where there was none before, or ensuring some other benefit. If a preservation restriction is the means of ensuring public benefit, the municipality should hold the restriction. It is the municipality's holding of the restriction that ensures public benefit. In most towns the Historical Commission holds preservation restrictions on privately-owned historic properties.

### **III. CPA Coalition and MA DOR Comments about PRs**

- *(Kathleen Roth (CPA Coalition) Email to VWC 2-24-2016)*  
We've recommended to CPCs that they *consult with Town Counsel* when they are considering recommending that a grant of CPA funds be made to a private entity, so as to ensure that a public benefit exists. MA DOR defers to the local municipal authority when CPA funds are awarded for historical preservation work on a privately held resource if it can be shown that the CPC, in consultation with town counsel, identified adequate public benefit. Of course, the receipt of a preservation restriction is always desirable, and is considered best practice, but there may be cases in which that isn't possible. So again, we feel it's best to explore all the options with Town Counsel
- *(Kathleen Roth (CPA Coalition) Email to VWC 2-24-2016)*  
*In the case of a church*, the fact that churches are open to everyone and open for public meetings of other organizations such as Alcoholics Anonymous and the Boy and Girl Scouts has been adequate for most towns to allow CPA fund support for preservation/ rehabilitation/restoration work (Email from Kathleen Roth to VWC 2-24-2016) [this is also true of *ancient burial grounds* (more than 100 years in use) according to MGL 114, s. 17].

- *(Kathleen Colleary, Chief, Bureau of Municipal Finance Law, Division of Local Services, Massachusetts Department of Revenue, to Stuart Saginor (CPA Coalition) 9-15-2006)*  
What usually happens in CPA grants to organizations owning private structures of historical significance is that the town acquires an historic preservation interest and the organization uses the funds to finance in whole or in part the rehabilitation. In other words, the town is receiving an interest in the property to ensure that its investment of public funds benefits the public through the preservation of a piece of the town's history. There is usually a grant agreement as well.

#### IV. Who Should Hold PRs for CPA-funded Historical Preservation Projects?

- MGL 40 s. 8D provides that a municipal Historical Commission may “acquire in the name of the city or town by gift, purchase, grant, bequest, devise, lease or otherwise the fee or lesser interest in real or personal property of significant historical value and may manage the same.”

A preservation restriction is an interest in real property intended for the preservation of a site or structure historically significant for its architecture, archaeology or associations. Preservation restrictions normally operate by prohibiting certain activity such as a) exterior or interior alterations, b) changes in appearance, c) inappropriate uses, and d) other acts detrimental to the preservation of the site or structure. See also MGL 184 s. 31 for the complete definition. A preservation restriction may be in the form of a deed, easement, covenant or other instrument executed by or on behalf of the owner of the land.

- *(Frank Duffy Memo to Jessica Erickson on PRs 12-4-2007)*  
It appears to me that the Historical Commission has one authority to accept, hold and manage preservation restrictions on private property on behalf of the Community Preservation Committee as a grant condition. If the Historical Commission is willing to accept this responsibility, this office can work with the CPC and the Commission to prepare appropriate documents and develop a plan for the Commission to hold and manage their restrictions.
- In the case of PRs being placed on municipal properties, the Falmouth Historical Commission cannot hold the PR. It must be held by some other, non-municipal entity, such as the Falmouth Historical Society and the Falmouth Preservation Alliance.
- When a PR is to be held by a non-municipal entity, the CPC may add up to \$2,500 to the amount to be recommended to Town Meeting for the project to cover the cost of monitoring the property and managing the PR.

#### V. “CPC Application Process and Preservation Restrictions” (Draft Preservation Deed Restriction Program for the Falmouth Historical Commission prepared by Preservation Consultant Eric Dray in March 2010, revised May 2016)

##### Step 1: Application Submission

Applicant submits request to the Falmouth CPC, pursuant to requirements found in the Application for Community Preservation Funding and the Guidelines for Project Submission.

[Once a project funding application has been reviewed and the property found to be eligible for historic preservation funding, the CPC determines if the CPC should and will require a preservation restriction (PR) to be placed on the property. If the CPC decides to impose a PR on the resource, it should obtain assent from the grant applicant before proceeding with the application review and evaluation process. – added by CPC]

##### Step 2: Review of Application

The Falmouth CPC conducts hearings to review applications according to the Falmouth Community Preservation Plan criteria. The CPC review process typically occurs over 3 months and includes legal and technical research, consultation with Town Departments/Committees, requests for additional proposal information, public input, and CPC deliberation.

As part of this review process, the CPC will work with a preservation consultant, as needed, to generate a list of character-defining features for the historic resource. This list could include exterior features of buildings or structures, including ornamental details, massing, roof shapes, materials, and color schemes; interior features such as staircases, window surrounds and ornamental trim; and landscape features such as fences, walls, mature trees, open spaces and view sheds. This list would also be included as a documentation requirement if a Preservation Restriction is required (see below Section E. Preservation Restriction Template, Paragraph 3.1 & Exhibit E).

### Step 3: Review of Need for a Preservation Restriction

1. If the application is for historic preservation funds and includes the purchase of real property interest, the CPC must require a preservation restriction.
2. If the application is for historic preservation funds other than for purchase of real property interest, including rehabilitation, additions, and planning documents, and the CPC has determined that they will recommend the project for approval, the CPC may require a preservation restriction.
3. If the application is for affordable housing funds and includes the acquisition or rehabilitation of an historic resource, the CPC may require a preservation restriction.
4. If the application is for open space funds and includes purchase of a real property interest that includes one or more historic resources, the CPC may require a preservation restriction in addition to a conservation restriction.

In determining whether a preservation restriction should be included in a recommendation, the CPC should weigh the following factors:

1. Significance of the historic resource,
2. Amount requested from the CPC,
3. Total cost of the proposed project,
4. Percentage of the historic resource effected by the proposed project, and
5. Degree to which character-defining features of the historic resource are affected by the project.

### Step 4: Grant Recommendation to Town Meeting

The Falmouth CPC makes recommendations to Town Meeting for historic preservation, open space, affordable housing, and recreation projects. If the CPC determines that a preservation restriction will be required in the grant recommendation, the scope and extent of the restriction should be included in the recommendation. In determining the scope of a preservation restriction, the CPC will consult with the Historical Commission. Preservation restrictions, at a minimum, typically protect building exteriors, but can be drafted to protect some or all of the following additional elements of an historic resource in exceptional circumstances:

1. Building interiors,
2. Built and natural landscape features, and
3. View sheds or open spaces.

### Step 5: Town Meeting Vote

Each application recommended by the Falmouth CPC is brought to Town Meeting for authorization.

### Step 6: Grant Agreement

The CPC enters into a formal Grant Agreement with those applicants who receive recommended funding authorized by Town Meeting. The agreement will outline the terms and conditions of any authorized project or purchase, including preservation restrictions where required as outlined in the recommendation. The Grant Agreement should include the scope and content of the restriction and a requirement that until the restriction is recorded, the CPC, by and through its preservation consultant, must review and approve all work of the authorized project to ensure compliance with the Grant Agreement. Upon completion of the authorized project, The CPC may withhold up to 40 percent of the grant until the preservation consultant confirms that the completed project complied with the Grant Agreement.

### Step 7: Drafting of Preservation Restriction

If a preservation restriction is required, then the owners of the subject property, the Historical Commission, the CPC, and Town Counsel should be involved in drafting and approving a preservation restriction. The CPC may use the services of a preservation consultant to draft the preservation restriction and provide necessary documentation.

To pay for the preparation of the preservation restriction, the CPC may pay from its Administration Fund, or it may add to the amount to be recommended to Town Meeting for the project an amount of money to cover the cost of monitoring the property and managing the PR.

### Step 8: Review of Draft Preservation Restriction

After the preservation consultant has prepared a draft of the preservation restriction, the draft will be submitted to the CPC and then to Town Counsel for review. The draft may also be submitted to the grant recipient (property owner) in order for them to confirm that the terms of the Grant Agreement are accurately incorporated into the restriction. The CPC will then conduct a final review and approval of the preservation restriction.

Once the CPC has approved the draft restriction, it must be sent to the MHC, which is required to review the restriction to ensure it conforms with M.G.L. Chapter 184 and determine if it adequately protects the features that make the historic resource significant. Town Counsel generally accept any revisions proposed by the MHC.

*Step 9: Adoption of Preservation Restriction*

Once given preliminary approved by the MHC or revised to meet its requirements, the preservation restriction must be signed by the grant recipient (property owner), the Falmouth Historical Commission (or the holder of the preservation restriction in the case of a town resource), the CPC and the Board of Selectmen. The Board of Selectmen require a letter or memo from Town Counsel approving the document as to form before signing. It is then sent back to the MHC for its signature. Once fully executed, recording in the Barnstable County Registry of Deeds can be done by grantor (property owner), at its expense, or by the CPC

*Step 10: Notice of Adoption to all Parties*

Once the preservation restriction is recorded in the Barnstable County Registry of Deeds, copies of the recorded restriction should be sent to the property owner, Historical Commission (or holder of the restriction in the case of a town resource) and Town Clerk. A copy should also be kept in the CPC project file. The Historical Commission or other holder of the preservation restriction should also contact the Inspectional Services Department and Board of Assessors to put a “red flag” on properties with a preservation restriction and ask the town to notify the Historical Commission any time a development permit is sought for one of these properties.

PRESERVATION RESTRICTION (PR) POLICY FOR FALMOUTH CP FUND HISTORIC PRESERVATION GRANTS

1.	Is the historic property publicly owned (by town, state, or federal government)?	Yes	No PR required unless intended purpose (preservation of historic resource) needs to be protected in perpetuity	Long Pond Pumping Station, Falmouth Public Library, Edward Marks Building, Town Landing West Falmouth Harbor, Lawrence Academy (PR)
2.	Is the property in a Falmouth Historic District ?	Maybe	Changes require certification from Historical Commission but circumstances may suggest need for PR	Woods Hole Public Library
3.	Is the historic property a church open to all groups or an ancient burial ground or an historical museum?	Maybe	NO PR required but circumstances may suggest need for PR	Waquoit Congregational Church, West Falmouth Methodist Church, Oak Grove Cemetery, East Falmouth Burying Ground
4.	Is the historic property privately owned and to be acquired with CPA funds?	Yes	PR Required	No examples yet
5.	Is the historic property privately owned with an existing permanent PR or is otherwise protected by being in an historic district or other protected status?	Maybe	No PR Required but circumstances may suggest need for PR	Example: Bradley House (WH Historical Museum); Conant House (Museums on the Green)
6.	Is the property privately owned, with no existing protection of its historical value, and CPA funds are paying for the entire or a significant part of the restoration?	Yes	PR Required	Davis House, River Bend Silo
7.	Is the property privately owned, with no existing protection of its historical value, and CPA funds are paying for an insignificant part of the restoration?	Maybe	Consider criteria for imposing a PR	Carriage House

CONSIDERATIONS FOR IMPOSING PR WHEN NOT REQUIRED BY LAW BUT SUGGESTED BY CIRCUMSTANCES

<p><i>Preservation of Resource</i> Is there is risk of property being altered in historically inappropriate ways or of being demolished? Is there risk of property being sold or used for non-public purposes?</p>	<p><i>Degree of Project Effects</i> Does funding/restoration affect 50 percent or more of the structure or property? Is percentage value of total project cost significant relative to assessed value of building (excluding land)?</p>
<p><i>Visibility/Access</i> Are elevations of structure or property, or elevations affected by the project visible from a public way?</p>	<p><i>Capacity for Ongoing Maintenance of Rehabilitated Historic Resource</i> Does resource owner have capacity for ongoing maintenance?</p>



**SECTION E: PRESERVATION RESTRICTION TEMPLATE**

**PRESERVATION RESTRICTION AGREEMENT**  
between the  
**TOWN OF FALMOUTH, MASSACHUSETTS**  
and the

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**THIS PRESERVATION RESTRICTION** (this "Restriction"), is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the \_\_\_\_\_ ("**Grantor**"), (*address*), and the Town of Falmouth acting by and through its Falmouth Historical Commission ("**Grantee**"), a governmental body in the Commonwealth of Massachusetts.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located at \_\_\_\_\_, in the Town of Falmouth, Barnstable County, Massachusetts (hereinafter referred to as the "Property"), more particularly described in the Legal Description (Exhibit A), attached hereto and incorporated herein by this reference, and shown on an Assessor Parcel Map (Exhibit B), attached hereto and incorporated herein by this reference, said Property including the following building (hereinafter referred to as the "Building");

*(Brief description, provided by CPC consultant);*

WHEREAS, the Building is historically significant for its architecture and historical associations, retaining integrity of craftsmanship, setting, materials and design, is significant for its architecture and historical associations in Falmouth, and is *(add additional historical designations, provided by CPC consultant)* (the "Preservation Values");

WHEREAS, Grantor and Grantee both recognize the Preservation Values and significance of the Building and Property, and have the common purpose of preserving the Building and Property as provided herein;

WHEREAS, the Building's and Property's Preservation Values are documented with the following;

Massachusetts Historical Commission Inventory Building Form prepared in \_\_\_\_\_ by \_\_\_\_\_ (Exhibit C), attached hereto and incorporated herein by this reference,

*(Note: This Form would be prepared by CPC consultant if one has not yet been prepared or is out-of-date and/or incomplete)*

**##** photographs taken by \_\_\_\_\_ (*typically CPC Consultant*) on \_\_\_\_\_ (Exhibit D), attached hereto and incorporated herein by this reference. Archival prints of these photographs will be stored by the Grantee at Falmouth Town Hall, Historical Commission files.

**## historic photographs, plans and/or elevation drawings (if available and of value)** (Exhibit E)

Exhibits A, B, C and D (*and possibly E*) are hereinafter referred to as the "Baseline Documentation", which Baseline Documentation the parties agree provides an accurate representation of the Building as of the effective date of this grant;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in preserving and

maintaining the Building and its architectural, historic, and cultural features for the benefit of the people of the Town of Falmouth, Barnstable County, the Commonwealth of Massachusetts, and the United States of America;

WHEREAS, the Town of Falmouth appropriated Community Preservation Act funds in Article ## of the Town Meeting convened on \_\_\_\_\_, to *(describe work, prepared by CPC consultant)*, all work completed in \_\_\_\_\_.

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction (the "Restriction") in gross in perpetuity over the Property and the exterior of the Building pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee this Restriction in gross in perpetuity over the Property.

1. Purpose. It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building, as described and documented in the Baseline Documentation and Exhibit E (Restriction Guidelines), will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the Building or the Property that will significantly impair or interfere with the Building's Preservation Values (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Property including include, but are not limited to, the setting and location of the Building; and architectural features, materials, appearance, and workmanship of the Building. All Exhibits shall be attached to and recorded with this Restriction.

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times and to the best of its ability to maintain the exterior of the Building in sound structural condition and good state of repair in accordance with the terms of this paragraph (allowing for historically accurate restoration that may be made from time to time). It is the Grantor's intent that the exterior of the Building be maintained in a physical appearance and composition that is as close to its current appearance and composition as is reasonably possible. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building in sound structural condition and a good state of repair. Subject to the casualty provisions of Paragraphs 7 and 8, this obligation to maintain shall require repair, restoration, replacement, rebuilding, and reconstruction of the Building whenever necessary in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68), as these may be amended from time to time (the "Secretary's Standards"), and in accordance with the Restriction Guidelines in Exhibit E.

*(As determined by the CPC, this paragraph would include designated interior spaces)*

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) the Building (or any portion thereof) shall not be demolished, removed, moved or razed except as provided in Paragraphs 7 and 8;
- (b) the dumping of ashes, trash, or rubbish is prohibited on the Property; and
- (c) no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to any utility easements already recorded;

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior (including windows and roof) of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including signs or advertisements (excepting a plaque giving notice of the historic significance of the Building or Property in accordance with Paragraph 6), any change in material or color or any change to the footprint, size, mass, ridgeline, and rooflines of the Building, and removal, replacement or alteration of any character-defining features, such

as doors and surrounds and cornice trim. Activities by Grantor to maintain the exterior of the Building which are intended to be performed in accordance with the provisions of Paragraph 2.1, and which are of a minor nature, shall not require the prior approval of the Grantee. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit E).

**3.2 Review of Grantor's Requests for Approval.** Where Grantee's permission is required under Paragraph 3.1, Grantor shall submit to the Grantee two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan or written request for approval hereunder, the Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provision of this section relating to deemed approval following the passage of time, provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

**3.3 Archaeological Activities.** The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission pursuant to M.G.L. c. 9, § 27C and 950 C.M.R. 70.00.

**4. Standards for Review.** In exercising any authority created by the Restriction to inspect the Building; to review any construction, repair, restoration, alteration, reconstruction or construction; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Grantee shall apply the Secretary's Standards and the Restriction Guidelines in Exhibit E.

**5. Public Access.** This Restriction does not require public access. *(Note: Access would only be required if the property were privately owned and not open to the public.)*

**6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee.** Subject to the provisions of Paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Grantee without further approval by the Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the Preservation Values of the Building and Property; and (iii) are not inconsistent with the Purpose of this Restriction;
- (b) pursuant to the provisions of Paragraph 2.1, the right to maintain and repair the exterior of the Building strictly according to the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building and Property. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraphs 3.1 and 3.2;
- (c) the right to have new construction, not attached to the Building, and not blocking the public view of the Building, subject to prior review and approval by Grantor, subject to the terms and conditions of paragraphs 3.1 and 3.2 herein, which approval shall not be unreasonably withheld, the right to new construction on the Property not attached to the Building, and not blocking the view of the Building from public ways, subject to

all applicable licenses, permits, and approvals, provided in addition that any new construction shall meet the Secretary's Standards;

- (d) the right to provide and maintain a plaque on the Property giving notice of the historical significance of the Building, subject to the terms and conditions of paragraphs 3.1 and 3.2 herein, which approval shall not be unreasonably withheld.

7. Casualty Damage or Destruction. In the event that the Building shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs to or reconstruction of the exterior of any type, other than emergency work to prevent further damage to the structural integrity of the Building or the exterior of the Building, other than emergency work to prevent further damage to the structural integrity of the Building or to the exterior of the Building, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by the Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. In the event that the Building is razed or removed with the approval of the Grantee, Grantor and Grantee may seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 21 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances.

9. Insurance. Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's, or is current-day equivalent, as the case may be, for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver annually and within ten (10) business days of any additional written request by the Grantee, certificates of such insurance coverage. Upon presentation of evidence by the Grantee that the insured value is less than the actual replacement value, then the

Grantor shall purchase additional insurance sufficient to cover the actual replacement value. In the event that such a presentation has been made that the insurance is insufficient, the Grantor shall pay for the Grantee's cost in procuring such evidence. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. Hold Harmless. Grantor hereby agrees to protect, hold harmless, and defend Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building and the Property; the presence or release in, on, or about the Building and the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building and the Property; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors.

11. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered as follows:

To Grantor: *Address*

To Grantee: Town of Falmouth by and through  
Falmouth Historical Commission  
Falmouth Town Hall  
59 Town Hall Square  
Falmouth, MA 02540

With Copy To: Select Board  
Falmouth Town Hall  
59 Town Hall Square  
Falmouth, MA 02540

or to such address as any of the above parties shall designate from time to time by written notice to the other. In the event no current address is known or can be reasonably obtained for the party to which notice is intended to be given, then the party giving notice shall publish such notice in a newspaper of general circulation covering on at least a weekly basis the Town of Falmouth, or its modern-day functional equivalent.

12. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

13. Inspection. Upon reasonable prior notice to Grantor, there is hereby granted to Grantee and its representatives the right to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with this Preservation Restriction Agreement. Grantee shall inspect the property a minimum of one time per year.

14. Grantee's Remedies The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that Grantee shall have no remedy at law), and shall be in addition to and not in limitation of any other

rights and remedies available to Grantee; provided, however, prior to commencement of any legal proceedings the Grantee shall first send a written notice of its intention to pursue legal action with a statement of the factual and legal basis of such claim and within thirty (30) days of receipt of such notice by the Grantor both parties shall enter in good faith into mediation with a mutually agreeable neutral third-party trained in resolving disputes. The expense of mediation shall be split evenly between the parties.

Provided that a violation of this Agreement is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Agreement or in taking reasonable measure to remedy, abate any violation thereof. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Agreement shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building and the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

17. Runs with the Land. Except as provided in Paragraphs 8 and 21, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a *bona fide* transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

18. Assignment. In the event that Grantee shall cease to function in its present capacity, Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization that is a charitable corporation or trust qualified under the Act to hold a preservation restriction, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

19. Alternate Designee. Grantee may, at its discretion, remove and replace its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

20. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the Barnstable County Registry of Deeds. Grantor and Grantee intend that the

restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the Barnstable County Registry of Deeds.

21. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the Laws of the Commonwealth for extinguishment, including approvals by the Town of Falmouth and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest.

In the event of a sale of the Property, any proceeds of sale attributable to improvements in the Building funded by the Grantor's Community Preservation Fund shall be deposited into the Grantor's Community Preservation Fund in accordance with M.G.L. c. 44B ("Chapter 44B"). Should the Grantee's Community Preservation Fund no longer exist for any reason, such as the Grantor having opted out of Chapter 44B, the proceeds shall be used in a manner consistent with the preservation purpose set forth herein as a continuing trust.

22. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid in the manner as set forth in Paragraph 21.

23. Insertion in Subsequent Instruments

Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Property. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this paragraph 23 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.

24. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire agreement of the parties.
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

(e) The invalidity or unenforceability of any provision of this Restriction shall not affect the validity or enforceability of any other provision of this Restriction.

25. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the Preservation Values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Barnstable County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

TO HAVE AND TO HOLD, the said Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever.



IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR: *Owner*  
By and through its President, Board of Directors

\_\_\_\_\_  
*Name*

and  
*Owner*  
By and through its Treasurer, Board of Directors

\_\_\_\_\_  
*Name*

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this \_\_\_ day of \_\_\_, 2024, before me, the undersigned notary public, personally appeared *Name*, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that *Name* signed it voluntarily for its stated purpose, as President, Board of Directors, of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_, 2024, before me, the undersigned notary public, personally appeared *Name*, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that *Name* signed it voluntarily for its stated purpose, as Treasurer, Board of Directors, of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

APPROVAL AND ACCEPTANCE BY TOWN OF FALMOUTH

On \_\_\_\_\_, 2024, the Falmouth Select Board, by majority vote, voted to Approve and Accept this Agreement.

GRANTEE: **TOWN OF FALMOUTH, MASSACHUSETTS**  
Select Board:

\_\_\_\_\_  
Nancy R. Taylor, Chair

\_\_\_\_\_  
Edwin (Scott) P. Zylinski II, Vice Chair

\_\_\_\_\_  
Onjalé Scott Price

\_\_\_\_\_  
Douglas C. Brown

\_\_\_\_\_  
Robert Mascali

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Nancy R. Taylor, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Nancy R. Taylor signed it voluntarily for its stated purpose, as Chair, Town of Falmouth Select Board.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Edwin (Scott) P. Zylinski II, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Edwin (Scott) P. Zylinski II signed it voluntarily for its stated purpose, as Vice Chair, Town of Falmouth Select Board.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Onjalé Scott Price, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Onjalé Scott Price signed it voluntarily for its stated purpose, as Member, Town of Falmouth Select Board.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Douglas C. Brown, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Douglas C. Brown signed it voluntarily for its stated purpose, as Member, Town of Falmouth Select Board.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Robert Mascali, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Robert Mascali signed it voluntarily for its stated purpose, as Member, Town of Falmouth Select Board.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

ACCEPTANCE BY FALMOUTH HISTORICAL COMMISSION

On \_\_\_\_\_, 2024, the Falmouth Historical Commission, by majority vote, voted to Approve and Accept this Agreement.

Historical Commission:

\_\_\_\_\_  
Ed Haddad, Chair

\_\_\_\_\_  
Christian Valle, Vice Chair

\_\_\_\_\_  
Annie Dean, Member

\_\_\_\_\_  
Johanna Reed, Member

\_\_\_\_\_  
Tamsen George, Member

\_\_\_\_\_  
Lee Drescher, Alternate

\_\_\_\_\_  
Mason Wilcox, Alternate

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Ed Haddad, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Ed Haddad signed it voluntarily for its stated purpose, as Chair, Town of Falmouth Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Christian Valle, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Christian Valle signed it voluntarily for its stated purpose, as Vice-Chair, Town of Falmouth Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Annie Dean, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Annie Dean signed it voluntarily for its stated purpose, as Member, Town of Falmouth Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Johanna Reed, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Johanna Reed signed it voluntarily for its stated purpose, as Member, Town of Falmouth Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Tamsen George, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Tamsen George signed it voluntarily for its stated purpose, as Member, Town of Falmouth Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Lee Drescher, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Lee Drescher signed it voluntarily for its stated purpose, an Alternate, Town of Falmouth Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared Mason Wilcox, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Mason Wilcox signed it voluntarily for its stated purpose, an Alternate, Town of Falmouth Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

**APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION**

**COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction to the Town of Falmouth, acting by and through its Falmouth Historical Commission (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to MGL, Chapter 184, Section 32.

By: \_\_\_\_\_  
Brona Simon, Executive Director and Clerk

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Brona Simon signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

**EXHIBIT A**

**LEGAL DESCRIPTION**

Registry of Deeds Book and Page, metes and bounds (*provided by CPC consultant*)

**EXHIBIT B**  
**Assessor Map/Plan of Land**



**EXHIBIT C**

**MASSACHUSETTS HISTORICAL COMMISSION INVENTORY BUILDING FORM**

**EXHIBIT D**  
**Photographs**

## EXHIBIT E

### RESTRICTION GUIDELINES

#### A. MAJOR VS. MINOR

The purpose of the Restriction Guidelines is to clarify Paragraph 3.1 of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the Town of Falmouth acting by and through the Falmouth Historical Commission (Grantee) is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Grantee's review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Grantee, the following list has been developed. This list is not comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners. In all cases, reference should also be made to the Secretary of Interior Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68).

#### PAINT

Minor - Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance and not resulting in color change.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental woodwork and stone. Repainting should match the current paint scheme or be based upon paint colors appropriate for the style and period of the Building.

#### WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting (same color), and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Replacement of entire sash, window system or door, alteration of profile or setback of windows or doors, and addition of storm windows. The existing windows are original or replacement single-glazed, true-divided sash. Restored true-divided sash must be repaired

#### ROOFING AND EXTERIOR WALLS

Minor - Spot repair of existing cladding including in-kind replacement of roofing shingles and wall siding.

Major - Large-scale repair or replacement of cladding or roofing. Change involving removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have an historical basis); altering or demolishing building additions; spot repointing of masonry. Creating new openings in walls or sealing off existing openings. Structural stabilization of the property is also considered a major alteration. Existing wood clapboard siding and wood roof shingles, installed in 2012, should be retained and repaired. If replacement is necessary, the replacement wood clapboard and roof shingles must match the existing in size and profile.

#### LANDSCAPE

Minor - Routine maintenance landscape including pruning and repair.

Major - Altering, removing or adding significant landscape features that would compromise public views of the Building or introduce new structures onto the site, including stairs, walks, trees, outbuildings, mechanical equipment, and ground disturbance affecting archaeological resources.

## HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major alterations or additions to the Building or Property.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the Grantee and their impact on the historic integrity of the Property assessed. It is the responsibility of the property owner to notify the Grantee in writing when any major alterations are contemplated. Major alterations may necessitate review of plans and specifications. The intent of the Restriction is to enable the Grantee to review proposed alterations and assess their impact on the historical integrity of the structure, not to preclude any future change.

### B. KEY FEATURES

Any changes which would impact the exterior envelope of the Building must be reviewed and approved by the Grantee prior to receiving a building permit. Changes shall include both repair and replacement of existing key features and historically-accurate restoration where possible of missing or replaced key features. Grantor will give special consideration to changes which will impact the key architectural features (Key Features) of the Building including the following:

*(Note: This is an example, these Standards would be tailored to each building by the CPC consultant)*

#### Exterior

1. *Form*: Two-story, side-gable main block and one-story rear ell.
2. *Foundation*: Fieldstone, except rear addition which has a concrete foundation.
3. *Facade*: Wood clapboard with corner pilasters with recessed panels.
4. *Roof*: Wood cedar roof shingles, corbelled brick chimney.
5. *Front Entrance*: Six panel wood door and ornamental surround
6. *Windows*: Wood true-divided windows, including historically accurate 6/6 and 8/12 muntin configuration.
7. *Cornice*: Molded box cornice with partial returns across the gable ends and wood gutters.

#### Site

*Public views*: View of Building from Palmer Avenue.

*Fences*: Existing wood picket fence along street.

### C. SPECIFIC STANDARDS

*(Note: This is an example, these Standards would be tailored to each building by the CPC consultant)*

The following standards are included to establish a general level of quality for all work, and are considered essential to achieve the Town's primary objective for the Property.

1. *Paint*: Changes in exterior paint colors are allowed. Colors must be historically appropriate and must be approved by the Commission.
2. *Siding*: Maintain all original or historically significant siding on the Building. Replacement siding, if needed, must be wood and match the existing.
3. *Roof material*: New roofing must utilize cedar shingles similar in size and exposure to existing.
4. *Chimneys*: If repointing is needed, the mortar must match the joint profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. If replacement bricks are required, it must match the existing in color and size.
5. *Foundations*: Maintain existing foundation materials. If repointing or parging is needed, the mortar must match the profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar.
6. *Dormers and Skylights*: New dormers and skylights are not permitted.
7. *Trim and Decoration*: Maintain original trim as possible, replace-in-kind if necessary.
8. *Windows*: Existing windows must be repaired if possible. If the existing windows require replacement, they must be replaced-in-kind, i.e. wood, single-glazed, true-divided sash.

9. *Storm windows*: Storm windows are allowed with review by Commission. Storm windows must match the color of the underlying window surround and the meeting rails must align with the meeting rails of the window sash.
10. *Shutters*: Existing wood louvered shutters may be reinstalled or replaced-in-kind, including use of appropriate hardware (including shutter dogs and pintels).
11. *Doors and storm doors*: Original doors must be restored if possible and if not, must be replaced-in-kind; design to be approved by the Commission. Replacement of non-original doors must be wood, and be compatible in design, color, and finish of existing historic doors, as approved by the Commission. Storm doors are allowed provided they are as visually minimal as possible, including use of full-light panels to maximize visibility of the underlying doors, as approved by the Commission.
12. *Building-Attached Lighting Fixtures*: Light fixtures may be used but must be minimal in appearance, appropriate to the Building.
13. *Equipment*: Window mounted HVAC or other ventilation equipment are not permitted. Openings made for HVAC or other equipment on the exterior of the Building must be located in a manner that does not detract from the Building.
14. *Exterior landscape features*: Exterior landscape features, including plantings, trees, walkways and fences must be compatible with the Building and not obscure the view of the Building from the street.

# ATTACHMENT D

## PROCESS FOR REQUESTING REIMBURSEMENT FOR CP FUND PROJECTS

All projects of non-profit entities that have received a CP Fund appropriation are paid for through a reimbursement process. The Town does not pay vendor(s) for non-profit projects directly. All non-profit entities manage their own projects, hold their own contracts with their vendors, and pay their own vendors. When that work is completed, the project manager may request reimbursement from the CP Fund. Requests for partial reimbursement are also allowable as projects move through stages of completion.

Entities that operate under a special license or Memorandum of Understanding (MOU) with the town are dealt with on a case-by-case basis.

***A Payment Request Cover Sheet*** must accompany each request for reimbursement (see p. 47).

**Backup documentation** (referred to on the cover sheet) includes the following:

- **Copy of a dated, detailed invoice from the vendor** indicating materials purchased, professional services provided, and/or construction services provided (quotes/estimates from a vendor do not meet this requirement).
- **Copy of cancelled check** proving that the payment from the non-profit has cleared the bank (a photocopy of a check or a voucher written to a vendor does not meet this requirement).
- Absent a cancelled check, an original signed letter from the vendor on official letterhead certifying that the invoice has been paid. The invoice number, name of payor and payee, check number, and dollar amount must be included in the text of the letter.
- For labor costs, **copies of time sheets** indicating the details of the work done, dates of service, hours worked, and the rate charged.
- For completed construction projects, **evidence that the Building Dept. has conducted an inspection** and that the permit for the work is closed.

The project representative identified in Attachment B of the *Letter of Agreement* (LOA) for each project submits all requests for reimbursement. If another party will be submitting the requests for reimbursement, the project representative must provide a document to the CP office authorizing that person to submit the requests.

When the request for reimbursement comes to the CP office, staff will review the request and verify it, assuring it is in accordance with information presented in the project application and LOA. Once the review is complete, office staff processes the request for reimbursement and presents it to the authorized CPC member for committee approval before forwarding it to the Town Manager's office. Following the Town Manager's approval, the invoice is submitted to the Accounting Department for final review and payment.

**If a Preservation Restriction is required on the property, a retainage of project CP funds will be withheld from the final payment by the Town until the executed PR is filed with Barnstable County Registry of Deeds.**

## Falmouth CP Fund Payment Request Cover Sheet

Grantee & Project Name: \_\_\_\_\_

Project Rep. Submitting Payment Request (Please print): \_\_\_\_\_

Contact # and Email: \_\_\_\_\_

Date: \_\_\_\_\_ Payment Request # \_\_\_\_\_

Total CP Fund Project Allocation	\$
Total Amount Previously Requested	\$
Amount Remaining in Project Fund	\$
Amount Currently Requested	\$
Project Fund Balance to Remain	\$

List the costs that were incurred in accordance with the Letter of Agreement dated: \_\_\_\_\_

Provide scope of work cost breakdowns by task wherever possible (use an additional sheet if necessary)

ITEM	AMOUNT REQUESTED
<b>TOTAL</b>	

**Attach all back-up documentation, including the following:**

- For **all** projects – Vendor Invoice – With **CP Fund-related costs specifically identified**
- For **municipal** projects:
  1. State contract number if project materials were purchased from the state bid list
  2. Copy of bid information and signed contract between the Town and Vendor, if not previously provided
- For **non-profit** projects – copy of bid information and signed contract with vendor, if not previously provided

**Required Narrative** (use separate sheet): Give a brief review of program activities/accomplishments for the period covered by this Payment Request. Please identify any problems or reasons for being ahead/behind schedule, etc. (if this is a final request for a construction project, please provide **evidence of inspection by the Building Dept. and a closed permit**).

I certify that this Payment Request relates solely to the costs included in the Project named above, as detailed in the project Community Preservation Funding Application and Letter of Agreement.

\_\_\_\_\_

Printed Name Signature Date