

# HURRICANE SANDY DISASTER RELIEF GRANTS

Funded by the National Park Service, Administered by the Rhode Island Historical  
Preservation & Heritage Commission

## PROCEDURES For Projects Already Completed

April 2014

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### APPENDIX:

The Secretary of the Interior's Standards for Rehabilitation



STATE OF RHODE ISLAND  
Historical Preservation  
& Heritage Commission



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## I. INSTRUCTIONS TO GRANTEES

The Rhode Island Historical Preservation and Heritage Commission (RIHPHC) is pleased to provide you or your organization with a Hurricane Sandy Disaster Relief Grant from the U.S. Department of the Interior, National Park Service for preservation work on your Hurricane Sandy-impacted historic property. In order to ensure that the goals of the Grant Program are met, the RIHPHC staff will provide you with technical assistance as you proceed with the project, and will monitor work to ensure that the project meets the Secretary of the Interior's Standards for Rehabilitation (Appendix). Any alterations to historic structures must comply with the provisions of the Americans with Disabilities Act and requirements regarding post-disaster recovery, specifically the FEMA guidelines regarding rebuilding within designated floodplains. Grant recipients must follow all applicable federal, state and local statutes, laws, rules and regulations, including any local historic preservation requirements.

This instruction packet describes for you the requirements and procedures of the Hurricane Sandy Disaster Relief Grant Program in accordance with State and Federal program regulations. Grant recipients are expected to follow these procedures in order to receive approval for disbursement of grant funds. Please familiarize yourself with the information contained in this packet and, if you have any further questions, contact Grants Assistant Dyan Vaughan on Tuesdays or Thursdays between 9:00 am – 5:00 PM at 401-297-7702 or via e-mail anytime at [dyansusan@aol.com](mailto:dyansusan@aol.com).

### PROJECT SEQUENCE

In January 2014, the RIHPHC recommended grant projects to the National Park Service for final approval. Approval for your project was received and the following project scheduled has been developed:

#### For projects fully completed:

- Grant agreements and historic preservation easements will be mailed to Grantees for signature and prompt return to RIHPHC within 30 days.
- RIHPHC staff will perform review of all project documentation, including procurement procedures, invoices, proof of payments, photographic documentation, work plans and specifications. Further information, if required, will be requested.
- Grant recipients are required to have followed reasonable competitive bidding procedures in consideration of the emergency need, necessity of taking timely action, and skill/reputation of chosen contractor. Any municipal agency or state agency that owns a property assisted with funds from this grant program shall comply with RIGL 37-13. However, the federal Davis-Bacon Act that sets prevailing wage rules will not apply to these grants.
- RIHPHC staff will perform on site review of all work executed for this grant award. Properties that are National Historic Landmarks must also have work reviewed by the National Park Service. All work being submitted for reimbursement must meet eligibility requirements for this grant.

- Final project report, including fiscal and photographic documentation, is due at the RIHPHC prior to the receipt of grant funds.
- Grant funds will be paid to Grantees in a single-payment reimbursement basis following satisfactory completion of the project and approval of work by the RIHPHC staff. Grant funds will only be released once all requested project documentation has been fully received by the RIHPHC.

## PROJECT SIGNS

The Commission will provide your project with a sign, which must be placed in a publicly visible location in front of your property. The sign will identify the project and acknowledge that the project is funded with assistance of the Rhode Island Historical Preservation and Heritage Commission and the National Park Service. The project sign may not be removed until it has been photographed for the final project report.

## PHOTOGRAPHS

For the purposes of public information as well as for our records, you will be required to submit **high quality, clear, 4” x 6” glossy color prints and 4” x 6” digital images (in jpg format of least 300 dpi)** with your final project report. This includes photographs taken before, during, and after project work. For specific information on regarding photographs, see 6. Final Project Report.

## ACKNOWLEDGEMENT OF RIHPHC SUPPORT

The Commission encourages you to keep your community informed about this project. Whenever referring to this project you must include the following sentence:

“This project has been awarded a Hurricane Sandy Disaster Relief Grant for Historic Preservation in the amount of \$\_\_\_\_\_ from the U.S. Department of the Interior, National Park Service, administered by the Rhode Island Historical Preservation & Heritage Commission.”

## **2. THE APPROVED WORK PROGRAM**

Hurricane Sandy Disaster Relief Grants are made contingent upon the Commission's approval of a work program (including prior expenditures) that meets the Secretary of the Interior's Standards for Rehabilitation. Plans and specifications for completed work must be reviewed and approved by the Commission's historical architect, and only work that meets the Standards will be eligible for grant disbursement.

Prior to signing a grant agreement, the Commission's historical architect will review the scope and quality of all aspects of work proposed in the application. Some work items may require further discussion with the RIHPHC's historical architect regarding eligible activities. The Commission will require the submission of any documentation describing the project, including project elements not being funded by this grant; the TOTAL project is subject to Commission approval. When the scope of work and budget is finalized and the documentation has been inspected and approved by

RIHPHC, a grant contract is entered into between you and the RIHPHC. You will be expected to complete the project as described in the funding agreement. **Changes in that agreement will only be eligible for grant funds if approved in writing by the Commission.**

### Construction Drawings and Specifications

Construction drawings and specifications, if available, should be submitted along with any other documentation of the project work that was performed.

Where the work is primarily for the preservation or repair to the existing building structure, photographic elevations and details printed on reproducible sheets may be used as the basis for noting the required type and extent of work. Drawn details may be required in addition to the photographic representations where necessary to fully explain the new work required.

If repairs “in kind” were made without detailed plans or specifications, a work description is required and work must be inspected and approved by RIHPHC. Regardless of presentation technique, the exact extent of work required must be made clear. You should discuss what procedures you followed in drawing up the work at the site meeting with the Commission's architect.

As previously stated, the basis for review of work funded through the Grant Program is the Secretary of the Interior's Standards for Rehabilitation (see Appendix). The ten Standards are broad policy statements, which serve as guidelines for evaluating the appropriateness of various preservation treatments. While the Standards tend to be general statements, there are specific work items which are never appropriate when dealing with historic buildings, and which are therefore not acceptable on any project involving Federal Historic Preservation Grant funds.

The following work items are **not allowed** on Hurricane Sandy Disaster Relief Grant projects:

1. Any type of abrasive cleaning of exterior surfaces (including but not limited to sandblasting, wet grit blasting, high-pressure water washing.
2. Application of aluminum or vinyl siding.
3. Use of mortar that does not match original in composition, color, strength, and appearance.
4. Scrubcoating masonry surfaces.
5. Installation of insulation without a proper vapor barrier, or where the installation will result in inappropriate changes to the interior or exterior of the building.
6. Replacement of original historic windows.  
(If original windows are beyond repair, to be determined in consultation with RIHPHC historical architect, replacement in-kind would be allowed.)

The RIHPHC feels strongly that all historic building elements, exclusive of asphalt or wood roof shingles, regardless of age are worthy of preservation. Only the most deteriorated wood, (with

extensive rot or splits in excess of 6"), should be replaced with new wood. Consolidation, epoxy repair or other means of repair of existing fabric, if possible, are preferable to complete replacement.

### 3. THE PROCUREMENT PROCESS

The applicant must provide documentation that, as applicable, professional qualification standards were met in executing project work. Copies of items that document your bidding/procurement process must be provided to RIHPHC. Documentation may include RFP or advertisement solicitation letter, contracts, and qualifications of individual performing the work. If the applicant or applicant's existing staff members qualify, vitae should be provided for State review and approval of qualifications prior to the subgrant award. In cases of emergency treatment(s) following Hurricane Sandy, the applicant will need to provide descriptions of the need for timely action, the reputation/skill of the contractor, and any prior experience of the contractor in executing similar projects on similar historic structures.

All purchasing and contracting for goods and services under grant programs administered by the Rhode Island Historical Preservation and Heritage Commission must follow the procurement regulations summarized below to insure that all procurement transactions are conducted in a manner that provides open and free competition. Grant-assisted properties owned by state or municipal agencies must comply with the public projects requirements of R.I. General Law 37-13, including but not limited to bid and prevailing wage requirements.

There are four methods of procurement which may be used depending on the circumstances: (1) For purchases of a total value less than \$100,000, the "Small Purchase Procedure" may be used; For those in excess of \$100,000, either (2) "Competitive Sealed Bids" or under certain circumstances, (3) "Competitive Negotiation" should be used; and (4) In rare circumstances "Non-Competitive Negotiation" is allowed. The awarding of a contract should follow these procedures.

Contractors must be qualified and should have experience working on historic properties; they must be licensed and insured in Rhode Island. Projects of \$100,000 or above may require documentation of a Performance Bond.

#### METHODS OF PROCUREMENT

A description of the four methods of procurement follows:

1. Small Purchase Procedures:  
For services, supplies, or other goods in aggregate value less than \$100,000, fixed price quotations should be obtained in writing from three or more qualified sources. The source submitting the lowest price, while fully meeting the specifications and qualifications, should be selected. Please note that related supply or work items which would normally be supplied under a single contract or purchase order may not be separated into smaller units solely to take advantage of this type of procurement procedure.
2. Competitive Sealed Bids:

This is the most commonly used procurement procedure for goods and services in excess of \$100,000 and should be followed when feasible. In this procedure, sealed bids are publicly solicited and a firm fixed-price contract is awarded to the most qualified bidder whose bid price is lowest. To be feasible, the following conditions should be met:

- a. An invitation to bid is publicly advertised sufficiently in advance of the bid opening to allow proper response. This advertisement should appear three times in a general circulation newspaper, 21 days in advance of bid opening. Also, building trade associations and minority firms as well as individual suppliers should be contacted to assure the receipt of at least three qualified bids.
- b. The bidding documents must clearly define the work, supplies or services required to allow proper response.
- c. All bids shall be opened publicly at the time and place stated in the invitation to bid.
- d. A firm fixed-price contract should then be awarded within 30 days to the responsible bidder, whose bid, conforming to the invitation, is lowest.

3. Competitive Negotiations:

When the conditions are not appropriate for the use of competitive sealed bids, then the competitive negotiations procedures should be followed. In this procedure, a Request for Proposals is publicized, and negotiations are conducted with more than one source submitting offers. Two examples of where this procedure might be used are as follows:

- a. Where price is not the primary basis of selection, such as in the selection for architectural engineering, or other specialized professional services.
- b. Where it is not possible to draw up an adequate specification before the work is bid.

If this procedure is followed, the following requirements will apply:

- a. A Request for Proposals will be prepared which identifies the type of goods or services required and indicates all the significant evaluation factors which will be used in making the contract award (including price where relevant) and their relative importance.
- b. Proposals will be solicited from a minimum of three qualified sources. Affirmative action must be taken to solicit proposals from small, minority, and women's businesses.

- c. Negotiations will then be conducted with more than one supplier, and a mechanism for evaluating the proposals, conducting the negotiations and selecting the contract award must be provided.
4. Non-Competitive Negotiations:  
This method of procurement involves negotiations of a contract from only one source, and it may be used only when the contract award is not feasible under the other procurement procedures. The circumstances under which this procedure may be used are limited to the following:
- a. The item is available only from a single source.
  - b. Public emergency will not permit the delays that may occur from competitive solicitation.
  - c. After solicitation from a number of sources, competition is determined inadequate.

#### **4. PROJECT MONITORING**

In order to ensure that rehabilitation work funded by the Historic Preservation Grant Program is performed in accordance with the Secretary of the Interior's Standards for Rehabilitation, the Commission architects and other staff will monitor individual projects during the course of this grant.

The Commission staff will also visit the property periodically to ensure that the property is being properly maintained according to the terms of the easement. If you are considering any alterations to the building, the RIHPHC historical architect should be consulted, and a site visit may be scheduled.

#### **5. GRANT DISBURSEMENT**

Grant funds will be disbursed upon approval of a complete set of your Final Report Forms (all forms attached). Requests for grant funds must be for expenditures that are in conformance with the project already determined between you and RIHPHC staff, specifically outlined in a Project Budget attached to the Grant Agreement. All costs shall be documented to the satisfaction of RIHPHC by properly executed invoices, contracts, vouchers, cancelled checks or other official documentation evidencing in proper detail the nature and propriety of the charges. Both grant and project funds outside of this grant must be documented.

## 6. THE FINAL PROJECT REPORT

The final project report presents a written account of work accomplished. In order to consider a project complete, the Rhode Island Historical Preservation and Heritage Commission requires that a project completion report be submitted prior to the release of grant funds. **The final project report must be submitted in full before grant funds will be released.**

### A. Final Report Cover Sheet

1. Historical title of the grant-assisted property:

\_\_\_\_\_

2. Address of the grant-assisted property

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City\_\_\_\_\_ State\_\_\_\_ Zip\_\_\_\_\_

3. Name of the grantee

\_\_\_\_\_

4. Address of the grantee

\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_ Zip\_\_\_\_\_

5. Name of the owner

\_\_\_\_\_

6. Address of the owner

\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_ Zip\_\_\_\_\_

7. Name of the project architect/contractor

\_\_\_\_\_

8. Amount awarded in Hurricane Sandy Disaster Relief Grant \$ \_\_\_\_\_

**B. Introduction**

Briefly describe the purpose (goal) of the project. Why were grant funds necessary and how were they used? \_\_\_\_\_

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**C. Financial Summary**

Include a brief summary clearly showing line-by-line **actual** project costs. The summary of Eligible Grant Project Costs should reflect line items shown on the approved budget in your funding contract. (You may substitute a fully completed Project Budget Summary Form for the tables below if the Form lists all project costs. Also include a list of the source of any Total Project funds outside of this grant.)

**Summary of Eligible Grant Project Costs**

Description of Work/Item	Budget Approved in grant contract	Total Paid by this Grant	Total Paid by Other Sources + ID of source	Total Value/Cost
			\$ source:	
			\$ source:	
			\$ source:	
<b>TOTAL</b>	\$ (total grant budget)	\$ (total grant)	\$ (total pd. by other sources)	\$ (total project)

**Summary of Additional Total Project Costs (non-eligible project costs)**

Description of Work/Item	Total Paid by Other Sources + ID of source	Total Value/Cost
	\$ source:	
	\$ source:	
	\$ source:	
<b>TOTAL</b>	\$ (total pd. by other source for item)	\$ (total cost for item)

**D. Narrative Description of Work Accomplished**

1. Provide a brief description of each of the major work items accomplished as listed in the project budget. Any problems, delays, or unexpected accomplishments should be noted, along with the information on the materials and contractors used. (Use additional pages as needed.)

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2. Include the following sets of photographs with your final project report, both for the purposes of public information and for RIHPHC records:

- Five 4" x 6" "before" color prints including one general exterior view, and four views of target areas where work was performed;
- Five 4" x 6" color prints showing work in progress; and
- Five 4" x 6" "after" color prints of the same views of the finished project; be sure to include the project sign legible and in context.
- Digital images of all photographs on a disc in jpg format of at least 300 dpi.

All photographs of the finished project should be high quality, clear, glossy prints showing views which correspond with the "before" views you provided in your application. All photographs must be clearly labeled, dated and bound in photo sleeves.

## **7. PRESERVATION EASEMENT**

As a condition of Hurricane Sandy Disaster Relief Grant funding, property owners are required to execute a preservation easement with the State of Rhode Island, by and through the Rhode Island Historical Preservation and Heritage Commission. This is a legal document, binding on present and future owners, which requires that owners preserve and maintain the entire exterior of the historic structure, significant interior features that were improved by the project, and the land area surrounding the structure in consultation with the RIHPHC. The easement term is based on the grant amount, as follows: a term of 5 years for grants up to \$50,000, 10 years for grants between \$50,001 and \$99,999, and 20 years for grants of \$100,000 and above.

The preservation easement requires that the owner consult the Commission and obtain approval before any visual or structural changes are made. Generally, the easement will include the entire exterior of the property, significant interior features that were improved by the project, and the land area surrounding the structure, and will require that the property shall be accessible to the public. Public access means that the general public can see the results of the investment of public funds and may be fulfilled as long as work is clearly visible from a public-right-of-way. Public access is subject to reasonable limits on the type and extent of use of properties supported by this grant program, and may be subject to reasonable fees.

The preservation easement must be fully signed and recorded before any grant funds are released by the Commission. The owner will be responsible for recording the easement at the City or Town Hall where the property is located. A copy of the recorded easement certified by the city or town clerk must be returned to the Commission.

From time to time, the Commission will monitor the property's status. You should notify the Commission in writing about proposed alterations to the property and grounds. The Commission's historical architect is available to offer technical assistance to you.

A copy of the standard preservation easement document is attached for your review. Easements included in Grant Agreements will be tailored to each specific site in consideration of grant award, and other factors.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

HISTORICAL PRESERVATION & HERITAGE COMMISSION

**PRESERVATION EASEMENT**

THIS PRESERVATION EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ meaning and intending to include therein their successors and assigns (hereinafter Grantor), and the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS through its Historical Preservation & Heritage Commission (hereinafter sometimes called Grantee).

WITNESSETH:

WHEREAS the Grantor is the owner of land in fee simple, and holds title under the document recorded with the land evidence records of the Town/City of \_\_\_\_\_ as recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, which instrument is not violated by this conveyance, which land (hereinafter "land") is described in Exhibit "A" attached hereto which land is improved with historic structure(s) (said structure sometimes hereinafter called the building), more fully described in Exhibit "B" attached hereto (said land and structures together being hereinafter called the "Premises") which premises possesses historical significance;

WHEREAS the State of Rhode Island, through its Historical Preservation and Heritage Commission, is presently awarding Hurricane Sandy Disaster Relief Grant funds for restoration/preservation of the building/site and wishes to preclude any activity at the premises which would destroy or impair the historical value of the premises; and

WHEREAS the Grantor is willing to grant to the State of Rhode Island the easement as hereinafter expressed for the purpose of insuring that the value of the premises for such purpose will not be destroyed or impaired;

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, and Grantor does hereby give, grant, bargain, sell, and convey unto the State of Rhode Island and Providence Plantations an easement in the following described premises of the Grantor, of the nature and character and to the extent hereinafter expressed as a covenant running with the land, to be binding upon the parties hereto and their respective successors and assigns, and to that end and for the purpose of accomplishing the intent of the parties hereto to preserve, protect, and maintain the value of the premises of the Grantor as a registered place on the State Register of Historic Places, the Grantor does hereby covenant on behalf of itself, its successors and assigns, with the Grantee, its successors and assigns, to refrain from doing, and to permit the Grantee to do upon the premises of the Grantor, the various acts hereinafter mentioned.

THE EASEMENTS AND RESTRICTIONS shall be effective for a term of \_\_\_\_\_ years and are as follows:

A. Grantor's Covenants. In furtherance of the Preservation Easement herein granted, Grantor covenants:

1. Demolition. That Grantor shall not demolish, remove or raze the building/structure.
2. Alterations. That without the written permission of Grantee, executed by a duly authorized officer under its corporate seal, which written permission or refusal to grant such permission, including a statement of reasons for refusal, shall be delivered to Grantor by Grantee within thirty (30) days of receipt of Grantor's written request for such approval, there shall be:
  - a. no partial demolition or removal of any building or structure located on the real property except in connection with interior renovation and exterior alterations described in Exhibit "C"
  - b. no change in the facade or to the landscape features and improvements or interior portions that are being protected, as set forth in Exhibit "B" subject to the Preservation Easement, including no alteration, partial removal, construction, remodeling or physical or structural change, or change in color or surfacing with respect to the appearance or construction of the facade or the landscape features and improvements or interior portions, except as described in Exhibit "C"
  - c. no addition of signs or addition to the facade including fences, or awnings except as described in Exhibit "C"
  - d. no expansion of the building either horizontally or vertically except as described in Exhibit "C"
  - e. no construction of additional buildings on the premises, except as described in Exhibit "C"
  - f. no significant alteration of the topography, and no removal or cutting down of specimen trees, except as may be required by good husbandry.
3. Specification of Materials. Grantor covenants that Grantee in providing its written authorizations for work may specify all materials, methods, cleaning substances and colors to be used in any such work, provided, nevertheless, that repair or replacement of surface materials will be with materials of the same or similar texture and quality as currently existing and reasonably available.
4. Casualty Damage. In the event of casualty damage, no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the real property and to protect public safety, shall be undertaken by Grantor without the prior written approval of the work by Grantee (which written approval shall be given as provided in paragraph (2) above).

5. Inspection. Grantor covenants that representatives of Grantee shall be permitted to inspect the building at reasonable times upon reasonable notice for the purpose of determining conformance to this Preservation Easement.

6. Insurance.  
Standard Property and Liability: Grantor covenants that it will maintain in force standard property and liability insurance policies. The property insurance policy shall be adequate to provide for reconstruction of the building and the liability policy shall provide coverage in the amount of at least One Million Dollars (\$1,000,000). The liability policy shall name the Grantee as a named additional insured. The amount of property and liability insurance maintained by Grantor shall be adjustable, upon the request of Grantee, to reflect proportionate increases in the cost of construction and the cost of living, respectively, provided that such a request may not be made more frequently than once every three (3) years.

Flood Insurance: The purchase of Flood Insurance by Section 102(a) of the Flood Disaster Protection Act of 1973 (28 U.S.C. 1400), as amended by the National Flood Insurance Reform Act of 1994, is applicable to development projects. The amount of insurance required is the total cost of the insurable improvement (excluding uninsurable facilities, such as bridges, dams, underground structures, and excluding the cost of the land), or the maximum limit of coverage made available under the National Flood Insurance Act, whichever is less. The term of the insurance coverage will be for the length of the economic or useful life of the property as defined, for the purposed of the Historic Preservation Fund program, by the term of the maintenance and administration of the covenant requirements. Where a project includes an insurable improvement only as a small and incidental portion of the total project, flood insurance is not required if the value of the insurable improvement is less than \$10,000. An example would be a combination project of which the total project cost of \$100,000 includes only \$5,000 for insurable improvements.

7. Real Estate Taxes. The Grantor shall promptly pay all real estate taxes assessed and levied against the building on or prior to the due date, regardless of the status of protests or appeals.

8. Public Access. Grantor agrees to allow the public access to the premises not less than 12 (twelve) days (10:00 AM to 4:00 PM) per calendar year and from time to time and by appointment to permit persons affiliated with educational organizations, professional architectural associations and historical societies to study the property. Any such public admission may be subject to restrictions, mutually agreed upon as reasonably designed for the protection and maintenance of the property. Such admission may be subject to a reasonable fee, if any, as may be approved by the Grantee. Grantor further agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure, or improvements of the premises from adjacent publicly accessible areas such as public streets.

9. Publication. The Grantee may make photographs, drawings or other representations documenting the significant historical, cultural, or architectural character and features of the property and distribute them to magazines, newsletters, or other publicly

available publications, or use them in any of its efforts or activities for the preservation and conservation of Rhode Island's heritage.

10. Indemnity. The Grantor covenants that it shall indemnify and hold Grantee harmless for any liability, costs, attorney's fees, judgments or expenses to the Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising from defaults under this Preservation Easement by the Grantor, or arising out of the conveyance of, possession of, or exercise of rights under this Preservation Easement, excepting any such matters arising solely from the negligence of the Grantee.

B. Grantee's Remedies. In the event of a violation of any provision of this Preservation Easement, in addition to any remedies now or hereafter provided by law, (i) Grantee may, following reasonable notice to Grantor, institute a suit for injunctive relief, specific performance or damages, or (ii) representatives of Grantee may enter upon the real property to correct any such violation, and hold Grantor and Grantor's successors, heirs and assigns in title responsible for the cost thereof, and such cost, until repaid, shall constitute a lien on the real property. In the event Grantor is adjudicated to have violated any of Grantor's obligations herein, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights, including court costs and attorney's fees. The exercise by Grantee of one remedy hereunder shall not have the effect of waiving any other remedy, and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time.

C. Standards for Review. In exercising any authority created by the Easement to inspect the premises, the buildings, or the facades; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the buildings following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior. In the event that the Standards are abandoned or materially altered or otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth above, the Grantee may apply reasonable alternative standards, and notify the Grantor of the substituted standards.

D. Assignability. Grantor agrees that Grantee may, in its discretion, and without prior notice to Grantor, convey and assign this Preservation Easement to any agency of the State of Rhode Island, to a unit of local government, or not-for-profit corporation or trust provided that the mandated purpose of such assignee includes the preservation of properties of historical, architectural, or cultural significance. Such conveyance, assignment, or transfer shall require that the preservation and conservation purposes for which the Easement was granted will continue to be carried out.

E. Duration. This Preservation Easement shall be effective for a period of \_\_\_\_ years. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the premises may make impossible the continued ownership or use of the premises for preservation and conservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the building resulting from a casualty of such magnitude that in the opinion of Grantee the building and premises have lost their historical and architectural significance, or condemnation or loss of

title through an eminent domain proceeding. Grantor agrees that this Easement shall not be released to the Grantor or its successors or assigns without the consent of the Grantee, which consent shall be appended to such release.

F. Runs with the Land. The obligations imposed by this Preservation Easement shall be deemed to run as a binding servitude with the land. This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligations pursuant to this instrument after such person shall cease to have any interest in the Premises by reasons of a bona fide transfer for full value.

G. Statutory Authority. This instrument is valid in Rhode Island by virtue of the enactment of Chapter 39 of title 34 of the General Laws of Rhode Island, but the invalidity of such Act or any part thereof shall not effect the validity and enforceability of this instrument according to its terms, it being the intent of the parties that this instrument constitutes a charitable trust, a preservation restriction, a common law easement in gross and a restrictive covenant.

H. Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted. If to Grantor, then at \_\_\_\_\_ and if to Grantee, then at the Rhode Island Historical Preservation and Heritage Commission, 150 Benefit Street, Providence, Rhode Island. Each party may change its address set forth herein by a notice to such effect to the other party. The failure to service a change of address notice shall not waive the notice requirement.

I. Whenever a change of legal ownership is recorded in the land evidence records, it shall be the obligation of the new owner of record to provide to the Commission the owner's name and address where notices may be sent.

J. Compliance with Applicable Ordinances. To the extent this easement permits future development of the Premises, such development shall conform with appropriate local, state or federal standards for construction or rehabilitation. Furthermore, nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between such ordinance and the terms hereof, the ordinance shall prevail and the Grantor promptly shall notify the Grantee of such conflict and shall cooperate with Grantee and the Town of \_\_\_\_\_ and the State of Rhode Island or other appropriate authority to accommodate the purposes of both this instrument and such ordinance.

1. A copy of this Preservation Easement shall be recorded with the City Recorder of Deeds and copies shall be furnished by the Grantor to the Rhode Island Historical Preservation and Heritage Commission.

2. The Grantee shall have the right to install a plaque of suitable design at a point easily visible by the public, from a public way, which plaque shall name the architect, the date of construction and state that the facade is subject to a Preservation Easement held by the Rhode Island Historical Preservation and Heritage Commission.

3. The Grantor acknowledges that the subject matter of this conveyance is a historic preservation restriction which can no longer be transferred, hypothecated or subordinated to liens or encumbrances by the Grantor except as regards to condemnation awards or insurance proceeds.

4. For purposes of furthering the preservation of the premises and buildings and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing, without notice to any party; provided, however, that no such amendment shall limit the duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon recording among the land records of the City or Town.

IN WITNESS THEREOF, on the date first shown above, Grantor has caused this Preservation Easement to be executed, sealed and delivered by its

ATTEST: \_\_\_\_\_ GRANTOR: \_\_\_\_\_

Accepted by Grantee, Rhode Island Historical Preservation and Heritage Commission, pursuant to Chapter 39, Conservation and Preservation Restriction on Real Property, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Edward F. Sanderson, Executive Director  
Rhode Island Historical Preservation  
and Heritage Commission

ATTEST: \_\_\_\_\_

State of Rhode Island  
Town/City of

I, the undersigned, a Notary Public in and for said Town/City, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that is duly authorized, signed, sealed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires;

\_\_\_\_\_  
State of Rhode Island  
City of Providence

I, the undersigned, Notary Public, appointed in the City of \_\_\_\_\_  
for the State of Rhode Island, do hereby certify that Edward F. Sanderson, personally known to me to  
be the same person whose name is, as Executive Director of the Rhode Island Historical Preservation  
and Heritage Commission, a not-for-profit corporation of the State of Rhode Island, subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that he is duly  
authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and  
voluntary act of the corporation and as his own free and voluntary act for the uses and purposes therein  
set forth.

Given under my hand and official seal, this        day  
of           , 20 .

\_\_\_\_\_  
Notary Public

My commission expires;

## 8. CHECKLIST

The following will be provided to the RIHPHC over the course of this grant agreement:

- Signed Grant Agreement
- Proof that Historic Preservation Easement has been filed at the City or Town Hall where the property is located. (It takes four to six months for the original to be recorded. Obtain a copy from the clerk with a receipt or some form of certification that the clerk has received the document, and then promptly return that proof to the Commission.)
- Proof of adequate insurance on property/site improved through grant
- Any applicable documentation of Procurement / Bidding procedures
- Any applicable Work plans, specifications, descriptions of work completed
- Invoices, proof of payments, insurance documents and documentation of any matching or in-kind project funds
- Copies of any public acknowledgement of grant support
- Final Project Report Form, including the following sets of high quality, clear, glossy photographs:
  - Five 4" x 6" "before" color prints including one general exterior view, and four views of target areas where work was performed;
  - Five 4" x 6" color prints showing work in progress; and
  - Five 4" x 6" "after" color prints of the same views of the finished project; be sure to include the project sign legible and in context.
  - All photographs must be clearly labeled, dated and bound in photo sleeves.

## APPENDIX

### **The Secretary of the Interior's Standards for Rehabilitation**

The Secretary of the Interior's Standards for Rehabilitation (36 CFR Part 67) are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify for State Preservation Grants.

The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.