FAIRFAX COUNTY, VIRGINIA

RESIDENT CURATOR PROGRAM STUDY

FINAL REPORT

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TABLE OF CONTENTS

Table of Contents 2
Executive Summary and Project Overview 8
1 Executive Summary 8
2 Project Overview 13
Research 15
3 Research Summary 15
3.1 Existing Programs 16
3.1.1 Maryland 20
3.1.2 Massachusetts 22
3.1.3 Delaware 24
3.1.4 New Castle County, Delaware 26
3.1.5 Preservation North Carolina, North Carolina 27
3.1.6 Fairmount Park Historic Preservation Trust, Fairmount Park, Philadelphia, Pennsylvania 28
3.1.7 Indiana Landmarks, Indiana 30
3.2 Summary of Existing Programs 31
3.2.1 Initiating the Program 32
3.2.2 RC Program Properties 32
3.2.3 The Ideal Curator 33
3.2.4 Marketing for the Ideal Curator 34
3.2.5 Proposed Rehabilitation Work Plan 36
3.2.6 Length of Lease 36
3.2.7 Curator's Responsibility to Share the Property with the Public 37
3.2.8 Transparency 38
3.2.9 Program Administration 39
3.2.10 Benefits 39
3.3 Community Participation 40
Operational Requirements 41
4 Policy Issues and Procedural Considerations 41

4.1 Purpose and Mission 41
4.2 Considerations 42
4.2.1 Lease 42
4.2.2 Properties 43
4.2.3 Termination 43
5 Applicable County Entities, Documents and Processes 44
5.1 Documents Applicable to Certain Historic Properties 47
6 Applicable Laws 49
6.1 Federal Laws 49
6.1.1 Commercial RC Properties 49
6.1.2 Residential RC Properties 53
6.1.3 Federal Tax Issues 55
6.2 State Laws 56
6.2.1 State Tax Issues 56
6.2.2 Historic Preservation 57
6.3 Local Laws 57
6.3.1 Fairfax County Taxes 57
6.3.2 Potential Legal Issues Relating to RC Program Leases 59
7 Review Preliminary Cost/Benefit Analysis 64
Candidate Properties 67
8 Property Eligibility Requirements for Inclusion in the Program 67
8.1 Enabling Legislation Criteria 67
8.2 Ranking Criteria 67
9 Potential Fairfax County Properties 70
9.1 Candidate Properties 70
9.2 Property Ranking 75
Procedural Manual 78
10 Recommendations for Program Development 78
10.1 Summary of Recommendations 78
11 Program Administration 81
11.1 Recommendations Related to County Agency Administering RC Program 81
11.2 Fairfax County RC Program Team 82
11.3 Program Manager 83
11.4 Program Staff 85

11.5 Resource Team 86
11.6 Responsibilities of the County and Curator 86
11.7 List of Recommended Paperwork to be Completed 88
11.7.1 County and Curator 88
11.7.2 Curator 88
11.7.3 County 88
12 Property Selection 89
12.1 Criteria for Inclusion 89
12.1.1 Recommended Steps for Fairfax County to Complete Before Including Property in the Program 89
13 Property Monitoring 93
13.1 Monitoring the Property and the Rehabilitation Work 93
13.2 Monitoring the Property during the Maintenance Phase 93
14 Marketing the Program 94
14.1 Advertising a Property 94
15 Request for Proposal (RFP) 96
15.1 Recommended for Inclusion in the RFP 96
16 Selection of Curators 97
16.1 Characteristics of the Ideal Curator 97
16.2 Marketing for the Curator 97
16.3 Selection Process for a Potential Curator 98
16.3.1 Proposals from Curator Candidates 98
16.3.2 Review of Proposals and Interview Process 99
17 Work Plan 100
18 Leasing Agreement 102
18.1 Factors to Consider Relevant to the Terms of the Lease 102
19 Options Once Building Rehabilitated 105
Conclusions and Recommendations 106
20 Issues to be Resolved 106
20.1 Taxes or Fees 106
20.2 Permits 106
20.2.1 Occupancy Permit 107
20.3 Leases 107
20.3.1 Lease Length 107
20.3.2 Commercial Function 107

20.3.3 Termination ... 107
20.4 Insurance and Property Improvements ... 108
20.5 Sweat Equity ... 108
20.6 Property Boundaries ... 108
20.7 Accessible Upgrades ... 109
20.8 Candidate Property Issues ... 109
20.9 Market Analysis ... 109
21 Key Considerations ... 110
22 Benefits of Resident Curator Program ... 111
22.1 Benefits to the County ... 111
22.2 Benefits to the Curator ... 112
23 Strengths for Fairfax County ... 113
23.1 Geographic Location ... 113
23.2 Support of VDHR ... 113
24 Recommendations ... 114
Works Cited ... 115
Appendices ... 117
25 List of Appendices ... 117
26 Additional Information from CHP ... 118
26.1 Potentially Applicable Federal Laws ... 118
26.1.1 Commercial RC Properties ... 118
26.1.2 Residential RC Properties ... 122
26.2 Federal and Virginia Tax Incentives and Grants for RC Programs ... 124
26.2.1 Rehabilitation Tax Credits ... 124
26.2.2 Federal and Virginia Grants ... 125
26.3 State and Federal Tax-Related Offices, Agencies and Other Contacts ... 127
27 Existing Programs, Contact Information for Current Program Managers ... 128
27.1 Delaware ... 128
27.2 Indiana ... 128
27.3 Maryland ... 129
27.4 Massachusetts ... 129
27.5 North Carolina ... 130
27.6 Pennsylvania ... 130
28 The Secretary of the Interior's Standards for the Treatment of Historic Properties ... 131

28.1 Standards and Guidelines 131
28.2 The Secretary of the Interior's Standards for Rehabilitation 132
29 List of Acronyms 133
30 Glossary of Terms 135
31 Sample Forms 138
31.1 Maryland Documents 138
31.2 Massachusetts Documents 158
32 Public Comment 07/09/2014 – 08/07/2014 Response 253

List of Figures

Figure 1: Existing Programs Table 17
Figure 2: Cost Benefit Analysis Chart 65
Figure 3: Proposed Candidate Properties, Basic Property Information 72
Figure 4: Proposed Candidate Properties, Planning and Status 73
Figure 5: Proposed Candidate Properties, Building Data 74
Figure 6: Property Ranking Table 77

EXECUTIVE SUMMARY AND PROJECT OVERVIEW

1 EXECUTIVE SUMMARY

Fairfax County requested a study of existing resident curator programs (RC programs) to develop parameters for establishing a RC program in Fairfax County, Virginia. John Milner Associates, Inc. (JMA), with Cultural Heritage Partners, PLLC (CHP), have developed this report to summarize the research conducted as part of the study, to outline issues to be addressed, and delineate the steps in establishing a program.

RESEARCH

A resident curator (RC) program enables an individual, a group of individuals, or an organization, to serve as the caretaker (or "curator") of a property. In addition to caring for the day-to-day management of the property, the curators are responsible for the rehabilitation and continued maintenance of the property.

There are currently several functioning RC programs throughout the United States. Although the basic concept is typically similar, the details of each program vary. JMA communicated with several RC program managers to understand particular differences and similarities between existing programs. In general, our research established that there are several varied but successful approaches to administering a RC program.

OPERATIONAL REQUIREMENTS

The objective of a Fairfax County RC program is the preservation of historic buildings within the county. For the purpose of this report, "County" refers to both Fairfax County and the Fairfax County Park Authority. The end goal is to rehabilitate and maintain underutilized historic properties and provide periodic public access to appreciate the historical significance of the properties.

There are many policy issues, procedures, laws, ordinances, regulations and tax requirements to consider prior to establishing a RC program. Resident curator programs may be subject to numerous federal and state laws and county regulations that apply to residential, commercial, and non-profit curatorships. All of these laws and regulations would need to be reviewed on a case-by-case basis prior to pursuing a leasing agreement.

Cost Benefit
In order to determine if a resident curator program will be economically beneficial to the county, JMA reviewed and updated Fairfax County's Cost Benefit Comparison spreadsheet. The cost information is included in the spreadsheet to better understand when the program, with a variable, displays an economical benefit. With only one property in the program, the program itself costs more than the rehabilitation and maintenance of a property. Once the second property is added, the program becomes economically beneficial.

CANDIDATE PROPERTIES
Virginia enabling legislation requires a property to be historic and publically owned to be considered eligible for a potential Resident Curator Program. Additionally, listing in or determined eligible for listing in the Fairfax County Inventory of Historic Sites (IHS) was the threshold used in this study for a property to be considered historic.

The following criteria have been established to rank properties to determine the order in which each property should enter the program, if established. These criteria could also be used to determine the eligibility of properties for the program that are not currently identified in this list (see page 77).

- Property is underutilized; no direct or immediate use, either currently or in the foreseeable future
- Need for substantial rehabilitation
- Public interest
- Integrity
- Utilities are connected or available
- Access to the property

PROCEDURAL MANUAL
The Procedural Manual was developed to guide Fairfax County through the establishment of a potential RC program. The recommendations included in the manual are primarily based upon conclusions drawn from the research of existing RC programs.

Step 1. Resolve Issues
The report outlines several issues which need to be resolved prior to initiating a viable RC program.

Step 2. Sufficient Funding Required
Although the county anticipates financial benefits associated with the development of a RC program, sufficient funding is necessary in order to initiate and continue a program. Sufficient funding to support additional staffing, administrative costs, and preliminary property assessments are examples of the need for funding.

The Procedural Manual summarizes steps involved in establishing a RC program. These steps include criteria for the selection of candidate properties, recommendations for managing the program, and considerations for the selection of curators.

Program Administration
The program will be developed and administered by the following, as defined in Section 11 and the Glossary:

- Fairfax County RC Program Team

- Program Manager
- Program Staff
- Resource Team

Program administration also includes a break-down of responsibilities for Fairfax County and the curator and a list of necessary paperwork.

Property Selection
Following established criteria, the program manager and the program team will finalize the property(ies) to be included in the program and ensure that all the necessary studies and documentation are completed.

Marketing the Program
The program manager will be responsible for overseeing general marketing for the RC program and specific marketing for individual properties as they become available for curatorship.

Request for Proposal (RFP)
Once a property is available for curatorship, a RFP will be issued to the general public. The goal of the RFP is to lead to the selection of the ideal curator for the property.

Selection of Curators
Marketing to and selecting the right curator for each property is essential to the success of the RC program. The program manager and program team will evaluate prospective curators utilizing a list of characteristics, skills and available resources.

Each prospective curator will develop a work plan for the rehabilitation of the property. The work plan and the leasing agreement are legally binding documents directing the curator through-out the curatorship.

Work Plan
The work plan outlines the rehabilitation work to be completed, designates who will carry out the work, and provides a schedule. Prospective curators submit a proposed work plan as part of the RFP process.

Leasing Agreement
RC leasing agreements detail criteria for the curator and the county and may provide additional details in reference to the county code, ordinance, and regulations. The final approved work plan will be part of the leasing agreement.

Managing the Program
The manual includes recommendations for the ongoing management of the RC program.

Options Once Building is Rehabilitated
As part of the long-term planning, the program manager and program team will recommend a plan for what to do with properties once they have been rehabilitated and maintained through the RC program. Long-term plans for properties must be approved by the Board of Supervisors.

RECOMMENDATIONS AND CONCLUSIONS

Based on our research and analysis, there are several issues that would need to be resolved prior to the implementation of a potentially viable RC program in Fairfax County. Additionally, we have outlined several key considerations to be addressed.

Key Considerations to be addressed:

- The entire process needs to be transparent from the selection process to the supervision of the program
- Establish a program team and employ a program manager
- Clearly established RC program goals and requirements
- Outline RFP process
    - Identify items to be included in candidate proposals
    - Outline selection criteria; openness to commercial, non-profit, or residential functions allows for greater diversity of proposals
- Outline County and Curator responsibilities
    - For example, curator must have insurance
- Establish parameters for rehabilitation work
    - Specify that all work be completed in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, specifically following the standards and guidelines for rehabilitation
    - Outline permitting requirements
    - All work must meet current codes, etc.
- Outline lease terms
    - Include a termination clause in the lease in the event that the county decides that there is a higher/better use of the property; include in the clause that investment by the curator should be a factor in how termination is structured
- Establish guidelines for property inspections
    - Program manager will determine the frequency of inspections necessary for each property during the rehabilitation work phase
    - Annual inspections once rehabilitation work is completed, maintenance phase
- Celebrate the milestones:
    - Commemorate the initiation of a project
        - Signing of the lease or issuing of the occupancy permit are events that can be used as opportunities to increase awareness of the program
        - Schedule kick-off meeting at beginning of project to include RC program manager and key members of the program team (in addition to individuals representative of who the curator will be in contact with throughout curatorship)
    - Acknowledge important steps in the rehabilitation process and acknowledge when work stays on schedule, etc.
        - Small "ceremony" for completion of major work can be used as public outreach to build awareness of the program

Benefits to the County

- Preservation of historic resources; restoration of historic properties
- Continued maintenance of historic properties
- Increase public awareness of historic preservation
- Form public/private partnerships that increase awareness of County history and history of specific properties

- Properties available to the public on a limited basis (vacant and/or dilapidated buildings are generally not at all accessible to the public)
- Utilization of otherwise vacant buildings
- Transfer of daily building and property oversight to curator
- Positive impact to adjacent properties and neighborhoods (restored buildings can positively impact property values, for example)
- Reduced financial burden
- Business ventures (commercial curatorships) generate income for the county through the taxes received on goods and services
- The public is often granted limited access to the property which might otherwise be inaccessible

Benefits to the Curator

- Financial benefits
- Property (type) typically not available on the open market[1]
- Network of preservation professionals interested in, and willing to assist with, the rehabilitation project
- Network of other resident curators
- Opportunity of contributing to the preservation of history
- In some cases, ability to live on property buffered by parkland

Recommendations

A. Resolve outstanding issues outlined in Section 20
B. Sufficient funding for this program is required to support additional staffing and administrative costs
C. Address key considerations outlined in Section 21
D. In order to work long-term, once several properties have entered the maintenance phase of the program, additional properties which meet the established criteria for inclusion in the program may be considered.

[1] Mikel Chavers, "Saving States' Historic Jewels," *State News* Vol. 51, No. 3 (Lexington, KY: The Council of State Governments, March 2008), 20.

2 PROJECT OVERVIEW

Fairfax County contracted with John Milner Associates, Inc. (JMA) to conduct a study of existing resident curator programs in order to develop parameters for the establishment and operation of a resident curator program (RC program) in Fairfax County, Virginia. The JMA team included Cultural Heritage Partners, PLLC (CHP), a law and consulting firm serving clients in the cultural heritage and historic preservation communities, to address issues with legal implications.

In January 2011, the Commonwealth of Virginia passed legislation enabling local jurisdictions to develop a resident curator program. The legislation enables the county to "develop a resident curator program for the purpose of managing, preserving, maintaining, or operating historic areas owned or leased by the locality." This legislation allows the county to enter into a long term lease agreement with private entities for the rehabilitation and maintenance of historic properties according to developed treatment standards for reduced rent or rent free.[2]

A study was authorized by the Fairfax County Board of Supervisors in 2011 directing county staff to work with the Fairfax County History Commission in order to determine if a resident curator program could potentially benefit the county. The study, conducted by Fairfax County Department of Planning and Zoning (DPZ) and Fairfax County Park Authority (FCPA) in consultation with the History Commission, led to the recommendation that a formal Resident Curator Program Study be completed by an outside consultant. JMA was contracted to complete the study and worked with DPZ and FCPA to accomplish this task.

Public participation was encouraged, as part of the study. In addition to Fairfax County residents, groups and organizations who had previously expressed interest in a RC program or the curatorship of a particular property were invited to provide comments. Early in the process, two public meetings were held in different locations in the county providing an opportunity for questions and comments.

By definition, a resident curator program enables an individual, a group of individuals, or an organization, to serve as the caretaker (or "curator") of a property. A RC program is intended to reduce the public costs associated with the care and preservation of the properties by enabling groups or individuals to take over the responsibility. In addition to caring for the day-to-day management of the property, the curators are responsible for the rehabilitation and continued maintenance of the property. Generally, properties that are included in RC programs are deemed historically significant and meet established criteria of eligibility for curatorship. This report focuses on properties, and existing programs, which include a preservation component.

Chosen through a pre-defined application process, the selected curator signs a lease which includes the agreed upon work plan outlining the rehabilitation of the historic resource. The work associated with the rehabilitation process is funded by the curator who in turn has the privilege of occupying the building and using the associated grounds as determined by the lease. Depending on specific guidelines or regulations applicable to the establishment or management of the program, and the historic significance, integrity, and function of each property, RC programs can be established to accept proposals including a variety of

[2] Va. Code Ann. § 15.2-2306.

functions. In addition to residential curators, non-profit organizations and businesses can serve as curators.

A RC program, including all rehabilitation work, is typically overseen by a program manager who works with individuals having expertise in areas including law, architecture, construction, finance, real estate and marketing to administer the program. Many entities use RC programs as a means for supporting their mission of historic preservation with program goals including specific preservation objectives associated with historic resources.

JMA conducted in-depth research of five existing RC programs. Research helped to determine details regarding when and how each program was established, who/whom administers each program, the number of properties currently included within each program (number of properties under curatorship and number of properties available for curatorship), and, if applicable, the inventory of properties potentially eligible for inclusion in each program. All five of the existing programs which JMA focused on include a historic preservation component.

The initial study authorized by the Fairfax County Board of Supervisors determined that if a county-wide RC program is undertaken historic preservation would be the program's primary goal. Not only would properties selected to be available through the program be historically significant, they would be good candidates for rehabilitation and/or adaptive reuse. Proposals submitted by potential curators would be evaluated based on how well they adhere to the rehabilitation guidelines outlined in *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation, Restoring and Reconstructing Historic Buildings* so as to best protect the property's historic materials and character.[3]

Legal issues needed to be addressed to provide guidance related to the necessary legal process. Tasks involved addressing policy, procedural and regulatory requirements and constraints; understanding and summarizing potential limitations associated with land use considerations; and addressing tax and insurance implications.

As per the stipulations of the contract, JMA met on a monthly basis with representatives from Fairfax County DPZ and FCPA, who served as the Project Study Team.

[3] Kay D. Weeks and Anne E. Grimmer, *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings,* (NPS, 1995).

RESEARCH

3 RESEARCH SUMMARY

There are currently several functioning RC programs throughout the United States. The RC concept is based on a program in Maryland initiated by private citizens who expressed interest in restoring a dilapidated farmhouse. Upon learning that the desired property was not for sale and that it was owned by the state, the citizens, Larry and Agnes Bartlett, approached the State of Maryland with a proposal which led to the formation of the first public-private cooperative of its kind in the United States. That was in 1982 when the Bartletts became the first official resident curators and Maryland became the first state to initiate a RC program. Since that time similar programs have been developed in other states.

In addition to state run programs, there are other examples of existing RC programs including the county administered program in New Castle County, Delaware. Existing programs also include partnerships with the National Park Service (NPS) as well as state and local city governments. Additionally, non-profit organizations administer programs which have been developed in Indiana, North Carolina and Philadelphia, Pennsylvania. For clarity, throughout this document, the term governing agency will be used to represent any entity administering the RC program.

Although the basic concept is typically similar, the details of each program vary. JMA communicated with program managers to understand particular differences and similarities between existing programs and in an attempt to learn all we could from the experience of existing programs. This includes both the successes and any negative aspects. In addition to conversations regarding specific successes and setbacks, questions focused on the resident curators, the properties, and the management of the program.

The willingness of the program managers to assist with this project, in terms of their time, consideration of our questions, and follow up, is greatly appreciated. **Recognizing that it is impossible to summarize all of the beneficial information received from program managers, as there are many programs and many approaches, our summaries focus on either the unusual approaches or details of each program and/or issues which were stressed as important by program managers.** Therefore, the exclusion of an approach does not necessarily indicate that it is not a followed practice. Additionally, some aspects of existing programs are detailed in other areas of our report as a means of providing illustrative examples.

The idea of a RC program is enticing as many government agencies struggle to maintain a growing inventory of historic buildings with shrinking funds. There is a great deal of interest in developing

curatorship programs, although not all inquiries, or enabling legislation, have translated into the establishment of a program.

In general, our research established that there are several varied but successful approaches to administering a program. Instead of concluding that there is only one correct way, our research showed that there are multiple ways of administering a program. For example, some programs complete extensive documentation and assessments of a property before the property is available while other programs anticipate that the potential curator will complete the necessary assessments before committing to the curatorship. In another example, a program manager will pre-define the function of a property (residential vs. commercial function) while others prefer to review a range of proposals from potential curators.

In this report, the term Resident Curator and the abbreviation RC represent all similar curatorship programs. However, not all programs have chosen this terminology. Some programs use a title reflective of their non-residential curators or inclusive of their commercial and non-profit curators.

3.1 Existing Programs

JMA's communication with program managers began by establishing contact with the administrators of existing state-wide programs. Research focused on state administered programs in Maryland, Massachusetts, and Delaware. A brief overview of each program follows. Additionally, JMA communicated with program managers for several non-state administered programs. An overview of New Castle County, Delaware; Preservation North Carolina; Fairmount Park Historic Preservation Trust, Philadelphia; and Indiana Landmarks also follows.

EXISTING RC PROGRAMS

State/Staffing	Date Est.	Properties	Lease Term/ Curator Responsibilities	Governing Agency Responsibilities
Delaware, Delaware State Parks State Cultural and Natural Resources Resident Curatorship Program	2004	5 curatorships underway or completed 5-7 properties currently available Over 200 potential properties (historic properties in park system) State owned properties Minimum $150,000 rehabilitation Beautiful setting; properties located in parkland	Lifetime lease Rehabilitation work completed within first 5-7 years; portion of rehabilitation cost can be in the form of sweat equity Rent free Open house once every two years Pay insurance for personal property No property taxes	Completes condition assessment Residential or commercial curatorships Enabling legislation: (State) Delaware Code Title 30, Chapter 18 section 1812 (14) Insurance for building Incentives: · Living in park land; beautiful setting that will not be developed
Delaware, New Castle County Curatorship Department Resident Curatorship Program **Currently on Hold**	2004/ 2009	1 curatorship Approx. 9 potential properties County owned properties Minimum $150,000 rehabilitation	Lifetime lease Typically, rehabilitation work must be completed within first 5 years; portion of rehabilitation cost can be in the form of sweat equity Rent free, curator pays utilities Property taxes determined by county, if assessed curator pays (not typical) Provide proof of hazard, personal property, and general liability insurance Potentially eligible for Delaware's Historic Preservation Tax Credit Program Open houses twice a year	Completes visual inspection which serves as gage for amount of work necessary Residential curatorships; also considers commercial, non-profit and farm market (for "agricultural use" properties) curatorships Property inspected 1 to 2 times annually Enabling legislation: (County) Section 40.03.420 of the New Castle County Code
Indiana, Indiana Landmarks Regional Offices		6 curatorships (with NPS) Rehabilitation cost varies by property; private individuals have invested $1 million plus in residential properties	Currently 30 year lease; revising lease with NPS to increase to 60 years Curator has first right for lease renewal Lease based on estimated cost of rehabilitation and ongoing maintenance; if estimated cost reached ("unlikely" due, in part, to ongoing maintenance costs) curator would start to pay rent Length of time for completion of rehabilitation work is specific to property Rent free NPS property leases can be willed to curator's heirs Residential curators can use property as a second residence NPS properties are open to the public once a year	Completes condition assessment Residential or commercial curatorships Preference given to nonprofit organizations with mission that complements the Land Unit where property is located. Administers two separate RC programs: with NPS with state of Indiana

Figure 1: Existing Programs Table

State/Staffing	Date Est.	Properties	Lease Term/ Curator Responsibilities	Governing Agency Responsibilities
Maryland, Department of Natural Resources, Land Acquisition and Planning Unit Maryland Resident Curatorship Program	1982	47 curatorships Currently "a few" vacant properties that are either former RC properties or under negotiation State owned properties Typically $150,000 to $200,000 rehabilitation	Lifetime lease Rehabilitation completed within first 5 years; portion of rehabilitation cost can be in the form of sweat equity Responsible for assessing the property Rent free, curator pays utilities and fees Pay insurance for personal property Property taxes determined by county, if assessed curator pays (not typical) Curators do not qualify for historic preservation tax credits or grants Restoration expenses can be written off as a charitable deduction to the state Residential curators are expected to reside at property Residential curatorships; open houses 3 to 5 times a year	May provide a basic scope of repairs needed Residential, commercial or non-profit curatorships Preference given to nonprofit organizations with mission that complements the Land Unit where property is located. Insure building against fire, floor, etc. Attempts to complete annual inspections for each property
Massachusetts, Department of Conservation and Recreation Historic Curatorship Program	1994	20 curatorships Approx. 60 eligible properties; typically offer new properties 2-3 times a year State owned properties Rehabilitation cost varies by property	Average lease length is 25-35 years Length of time for completion of rehabilitation calculated as part of lease State legislation requires fair market rent be established for property; used to calculate lease length; paid through costs associated with rehabilitation Property taxes determined by county, if assessed curator pays; a determent in attracting potential curators to the program Open houses at least twice a year	Complete condition assessment Residential, commercial or non-profit curatorships Individual city/towns where property is located determine if they will collect taxes State owned properties; not subject to local zoning Enabling legislation: (State) Mass. Code Chapter 85, sec. 44
North Carolina, Preservation North Carolina Regional Offices Resident Curator/ Stewardship Program	2009	2 curatorships Minimum $150,000, typical	Up to 35 year lease; long-term lease so curator qualifies for historic tax credit (federal) Length of time for completion of rehabilitation is specific to property, timeframe included in lease Rent free; no payment(s) for portion of profit (commercial curatorships) Open house for specified periods of time; included in the lease	Complete assessment Residential or commercial

State/Staffing	Date Est.	Properties	Lease Term/ Curator Responsibilities	Governing Agency Responsibilities
Pennsylvania, Fairmount Park Historic Preservation Trust (Trust) Leasing Program	1993	Trust has overseen 25 curatorships Properties owned by the City of Philadelphia Rehabilitation cost varies by property	Lease length varies per property Length of time for completion of rehabilitation is specific to property, timeframe included in lease Pay rent, assessed per fair market value with lump sum credit for capital investment Responsible for any necessary permits, approvals, and variances associated with the zoning process Rehabilitation follows *The Secretary of the Interior's Standards*	Commercial and non-profit

3.1.1 Maryland

Established in 1982, Maryland has the oldest and most established RC program in the United States. There are currently 47 active properties with curators. The state has typically been able to offer one property per year. However, at this point, based upon current staffing and program requirements (including the requirement for regular visits to each property), the Maryland Resident Curatorship Program has reached its maximum in terms of the number of actively leased properties.[4]

A geographically diverse state, Maryland has both densely populated urban areas and remote areas which are sparsely populated. The majority of the RC properties are located in state parks within an hour of densely populated areas. The Maryland program manager notes that properties located within commutable distances from urban centers typically generate the most interest. Also of note, the program manager has observed that a considerable number of those interested in curatorships come from within the existing community; individuals who are already living in the area. This is especially relevant when the properties are located near urban areas. Although there are individuals specifically seeking properties "in the middle of nowhere," this group of potential curators tends to be smaller.

Maryland's program is administered by the Department of Natural Resources (DNR), Land Acquisition and Planning Unit. Day-to-day administration and management of the program is the responsibility of one individual, the program manager. Assistance for various tasks is provided by additional DNR staff (both managers and field personnel) and representatives from the Maryland Historical Trust (State Historic Preservation Office). The program manager also works closely with the State Assistant Attorney General in regards to contracts and other legal issues.

In addition to the RC program, Maryland also has a property rental program. Typically, at the time of acquisition, a property will be evaluated to determine if either program is a viable option. Historical properties requiring extensive rehabilitation are candidates for the RC program while properties in good condition are considered for the rental program. Commercial enterprises are currently handled through the rental program.

Although there is no minimum level of condition for a property to be considered eligible for inclusion in the Maryland RC program, it is typical for the initial rehabilitation work to cost at least $150,000 to $200,000. In addition to the necessary up-front work, potential curators must consider the cost of long-term and repetitive maintenance throughout the life of the lease. The Maryland program offers life-time leases. The state provides insurance against fire and flood. Curators are required to have renter's insurance and liability insurance; for liability insurance, the State of Maryland is named as co-insured.

In Maryland, the potential curators are responsible for assessing the condition of the property. While DNR might evaluate the property and provide a basic scope of repairs needed, it is the responsibility of the potential curator to fully determine necessary repairs and develop a comprehensive work plan for the rehabilitation process. However, when deemed necessary in order to stabilize a vacant property

[4] The majority of Maryland's RC program's leasing agreements require annual visits although some require only quarterly visits. In practice, the quarterly visits typically focus on properties that are actively under restoration or are in need of improvement.

considered viable for the program, the state will complete major mandatory repair work. In these cases, the state is essentially financing a one-time, necessary stabilization.

The entire selection process, from the time a prospective curator submits a proposal until signing the curatorship lease, can take over a year. An internal review is completed by a committee which includes the program manager, department colleagues and supervisory personnel. Proposals are also reviewed by various state agencies, including the State Historic Preservation Office, and culminating with a review and approval by the Board of Public Works comprised of the state Treasurer, Comptroller and Governor.

Program administrators believe that the opportunity for a life-time tenancy is one element that draws applicants to the program. However, as Maryland contemplates the future of the program, there is interest in changing the lease term. The 30-year old program is in the position of addressing issues related to the advanced age of a number of curators and their desire to remain in the properties until death. As the curators advance in age their physical abilities are decreased, in some cases impacting their ability to maintain the property. The life-time tenancy also has the potential of putting the state (specifically the program manager, due to their regular contact with the curators) in the middle of a decision-making process usually reserved for immediate family members. The Maryland RC program is currently at maximum capacity, but as Maryland considers adding properties to the program in the future there is a desire to move away from the life-time tenancy in exchange for a 15 to 20 year renewable lease.

Residential leases are established with the expectation that, once the building is inhabitable, the individual curators will live in the resource. Exceptions, including the desire to sublease the property or to make arrangements for a long-term caretaker, must receive prior approval.

Although the majority of the properties are leased by individuals or couples, Maryland is actively encouraging non-profit groups to consider curatorships and will currently give preference to applications from these entities. Presently the state holds two long term leases with non-profit organizations. In both cases, the 20 year leases include renewal options. Maryland did have one curatorship which involved a commercial component. The property, consisting of several buildings, included both traditional curatorships for the residential buildings and a complex long-term commercial lease for the business. The commercial aspect of the curatorship has since been removed from the RC program and transferred to Maryland's commercial lease program, a component of the state's property rental program well-matched to commercial ventures.

Another challenge facing the Maryland program involves what to do with a property when it has "graduated" from the program. Graduated properties refer to buildings where the rehabilitation by resident curators has been completed and the lease has ended.[5] At present, Maryland is considering options for properties returned to the state in good condition. Primary alternatives include:

a. placing the property into the state's rental program where it can be used to generate revenue for the Maryland Park Service;
b. utilization of the property by the state for offices, interpretive centers, personnel housing, or other;
c. or moth-balling (temporary stabilization of vacant property) the property until a viable use is determined.

[5] With life-time tenancies, in addition to end of life termination, the lease can end upon mutual consent when the curator decides to move. Curators may relocate closer to family or into an assisted living facility, for example.

3.1.2 Massachusetts

Entitled the Historic Curatorship Program, the Massachusetts RC program is administered through the Cultural Resources Office of the Department of Conservation and Recreation (DCR), a division of the office of Energy and Environmental Affairs. There is one dedicated program manager who receives varied assistance from field staff who help with the management of day-to-day issues. Established almost twenty years ago, the Massachusetts program has a history of success.

The Massachusetts Historic Curatorship Program was initiated in 1994. The RC program was started in an attempt to save the most historically significant of the state's inventory of 100-200 surplus buildings; buildings primarily acquired by the state through land and park acquisitions.

Initially four or five properties were made available through the RC program. Currently, Massachusetts has approximately 20 properties leased, with more properties eligible for the program.

Buildings are evaluated for eligibility into the program based upon a variety of factors, including significance, condition, marketability, and expression of interest, relating to the number and type of inquiries received in regards to a specific property. While assessing the long term plans of the state, Massachusetts has identified five evaluation criteria when considering the inclusion of a specific property in the RC program:

1. Level of historic significance and integrity
2. Need for substantial rehabilitation
3. No direct or immediate park-related use
4. Public interest and marketability
5. Outside proposed reuse does not interfere with park operations[6]

The Massachusetts state legislature requires that a fair market rent value be established for each property prior to inclusion in the RC program. This method involves a rigorous calculation process in which the state looks at the work to be completed and the value of the property to determine the fair market value. Therefore, the following summary is provided for informational purposes only, to provide an understanding of details relevant to the function of one of the longest running RC programs.

Through calculations a specific dollar amount is determined as what would be the fair market rent value for each property. Although curators do not actually pay rent, the curators do finance the cost of rehabilitation and maintenance; these costs are equated with the determined fair market rent amount. The fair market value rent amount is multiplied to assist in determining the length of the lease.

Prospective curators compare the fair market value rent amount to the anticipated cost of rehabilitation and maintenance. Based upon the value of needed improvements, the cost of rehabilitation is determined by the state through conditions appraisal and cost estimates supplied by the state.

[6] DCR, "Terra Firma: Putting Historic Landscape Preservation on Solid Ground," (Boston, MA: DCR, 2011), 9.

It is typical that the actual cost of rehabilitation and maintenance will exceed the anticipated costs. Based upon the Massachusetts fair market value rent system, the additional time, in the form of sweat equity, and any additional money that curators put into a property can accrue and be negotiated as additional years extending the lease.

As an added benefit, the transparency of the program and requirement of establishing a fair market rent value provide Massachusetts with factual documentation showing how the state has benefited financially from the program. Additionally, the program manager identifies building occupancy, maintenance, rehabilitation and assistance with resource management as benefits of the program.

Concurrent with the fair market rent, Massachusetts takes the approach that the state wants to know as much information about the property as possible prior to it entering the program. The state also attempts to minimize the number of obstacles or hindrances for the curator. Reducing the potential obstacles is, in part, an effort to make the program more attractive to potential curators. Additionally, the state's desire for an open and transparent RC program impacts multiple aspects of the program, including decisions regarding the inclusion of properties in the program, the disclosure of any completed building assessments, the release of the calculated fair market rent value, and the selection of curators.

Typically, at least two assessments funded by the state are completed for each property. A third party condition assessment is completed with cost estimates; the estimated costs provide a baseline for the lease term. A separate hazardous materials assessment is completed. The state does not do hazardous materials abatement until a curator has been selected for the property because it is believed that this could limit the potential function (for example, a residential vs. commercial use). Once the resident curator lease is signed, the state will typically commit to completing some level of hazardous materials abatement. Essentially, apart from lead-based paint, they abate what they know about and include the possibility of the presence of additional unknowns in the lease agreement.

The Massachusetts approach includes funding the completion of various condition assessments, structural analysis reports, and studies to determine fair-market rent for potential RC properties.[7] The cost associated with completing these preliminary studies, which totals tens of thousands of dollars annually, is considered a fraction of the cost when compared to the funding necessary for the rehabilitation and/or mothballing of a property.

Additionally, Massachusetts will fund major, one-time maintenance repairs; the replacement of or installation of a septic system, for example. Ideally, the state has identified any major maintenance issues prior to releasing a request for proposals seeking potential curators.

In Massachusetts, the individual counties/cities/towns where properties are geographically located are able to determine if the properties will be exempt from any applicable taxes. Many jurisdictions have decided to levy taxes on the properties, subsequently holding the curator(s) responsible for paying property taxes. The possible assessment and invoicing of property taxes has become a major issue for the state. Potential curators must consider, and be prepared for, this financial expenditure.

Within Massachusetts, the state owned RC properties are not subject to local zoning. The majority of the properties are located within parklands reducing the potential for zoning issues.

[7] Emily Young, "Restoring history: State, tenant curators work to save historical properties," *Newbury Port News* (February 2008); newburyportnews.com, internet site accessed September 2013.

Currently, about half of the curatorships are residential. The other half consists of commercial (for-profit) and non-profit curatorships. Examples of commercial leases include lodging, dining and events facilities. A youth services foundation, a museum, and an educational center are examples of non-profit leases. The entire selection process, from the time the state issues a request for proposal (RFP) until the signing of the lease, is typically one-and-a-half to two years. The release of six properties in 2008 drew the interest of approximately 700 interested people and prospective curators from around the world.

Multiple proposals and the desire for transparency have led Massachusetts to develop criteria to assist in the curator selection process. When responses to a RFP are received for competitive review by DCR, the following five criteria are used to assist in the evaluation of potential curators:

1. Funding/financial resources of the potential curator
2. Experience with historic properties, either personal experience or the experience of general contractor
3. Proposed use/function, is reuse (residential or commercial) compatible with the mission/goals of the state park
4. Public benefit
5. General proposal, vision and understanding of the program, and understanding of the amount of work involved

3.1.3 Delaware

Established in 2004, Delaware's RC program currently has five curatorship leases and an additional five to seven properties available. Of the five current leases, rehabilitation is either completed or underway. All of the RC properties in Delaware are located within state parks. The pristine physical locations coupled with the architectural significance of the historic buildings are considered enticing motivating factors for potential curators.

Delaware's RC program is administered through the State Parks Agency. There is one dedicated program manager who oversees the program. The assistance of additional division staff is available as necessary.

Potential RC properties are defined as historic properties within the Delaware park system that require a minimum of $150,000 rehabilitation work. Most of the properties eligible for the curatorship program need utilities, including electricity, a septic system, and a well. Prior to inclusion in the program, the state completes a condition assessment for each property in an attempt to identify any major issues. Assessments are completed with the understanding that any unknowns will be the responsibility of the curator. The majority of Delaware's RC leases are residential. Although there are currently no commercial leases, there are non-profit, 501 (c)(3) curatorships within the RC program. The state is open to including commercial leases. There is currently an inventory of over 200 potential RC properties located within the state park system.[8]

[8] Chris Warren, "Life Preservers," *American Way* (Fort Worth, TX: AMR Corporation, November 2012).

In addition to the prospect of living in a state park, in a parkland setting that will not be developed, curators are given the opportunity of contributing to the preservation of history. Curators also benefit from tax incentives; they are exempt from property taxes and any accrued rehabilitation or maintenance expenses are considered a gift to the state of Delaware and therefore are state tax deductible. When applicable, curators are also eligible for historic preservation tax credits.

Delaware maintains an updated website providing information regarding the RC program. However, information on the website is purposely limited. The experience of receiving an overload of unsolicited proposals has resulted in the program manager not posting applications for available properties online. Instead, he desires interested parties to contact him, essentially establishing a relationship before completing an application or submitting a proposal. Additional and specific property information is available once a relationship is established with the program manager and the basic concept of any proposed curatorship has been vetted. In part, this process was established in an effort to focus on the necessities of the program. With limited resources and personnel, the program manager attempts to reduce the chances of unsolicited proposals.

Delaware is open to curators utilizing sweat-equity, hiring contractors, or a combination of both. Typically, the primary advice to anyone interested in the program is to read *The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (the Standards).[9] As all the RC programs included in this report are a method for the preservation of historically significant resources, many of the programs require that the curators follow *The Secretary of the Interior's Standards*. Delaware recommends that potential curators become familiar with the Standards prior to submitting a proposal and work plan.

Transparency throughout the selection and supervision (monitoring curatorships) process is considered very important. Additionally, in support of the state's desire for transparency, Delaware is very careful to identify and acknowledge any future plans for the curator property and for adjacent properties.

The evaluation of prospective curators is completed by a six member selection committee consisting of,

1. Program manager (chair of the committee)
2. Architect
3. Representative of the Delaware State Historic Preservation Office (SHPO)
4. Representative of Preservation Delaware
5. Representative of a financial institution
6. Attorney

The selection process includes,

- A review of the proposed work plan, including a determination if the work can be accomplished within five consecutive years
- An assessment of applicants familiarity with the rehabilitation of historic properties (for prospective curator and their proposed contractor)

[9] Kay D. Weeks and Anne E. Grimmer, *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings,* (NPS, 1995).

- A financial assessment, including a review of tax returns for the prior three years and other financial documentation provided as part of the application

3.1.4 New Castle County, Delaware

Initially started in 2004 and revitalized in 2009, New Castle County currently has one curatorship. Although additional properties are available, at the time the research was conducted, the program is on hold. With a recent change in county administration, the program is temporarily suspended while under review.

Although located in Delaware, there is no connection between the Delaware state program and the New Castle County program. Although the county program is administered through the Curatorship department, the County Executive is ultimately responsible for the program. Through the years, changes within the county administration equate to changes in the priority of the program.

The New Castle County program offers lifetime, non-transferable leases for residential curatorships. The county considers commercial, non-profit and farm market (for "agricultural use" properties) curatorships. Curators face a minimum of $150,000 worth of work to be completed over the initial 5 years of the lease; a criterion for property inclusion in the program. Upon completion of the rehabilitation, the curator is responsible for the ongoing maintenance of the building and any costs associated with utilities. Since the buildings are owned by the county, the curator does not pay property taxes. There is no rent charged to the curator and fair market value calculations are not necessary to justify the absence of rent.

Before a property is considered eligible for the RC program, the county inspector completes a visual evaluation of the building in order to gauge the condition of the property. Although the primary factor for inclusion is the necessary minimum work requirement of $150,000, eligibility is also determined by the following three factors:

1. Is the building vacant or underutilized?
2. Is the building's location within a park unlikely to present conflicts between public recreational use and occupancy of the property?
3. Is the building considered to have "market potential" for the program?

The program manager works to educate potential curators regarding the realities of the RC program. Through experience, the manager has determined that the most important characteristics for a curator are an appreciation for the property and an understanding for the county's needs. The county recognizes that the curatorship needs to be a win-win situation which benefits both the county and the curator. The evaluation process for proposals submitted by potential curators is based upon the following components:

1. Written description of the planned rehabilitation and intended use
2. Detailed work plan and cost estimate for completing work; work to be completed within five years for residential curatorships and a proposed period for non-residential curatorships

3. Financial ability to complete work within proposed time frame; financial disclosure statement and documentation of credit worthiness is required
4. Relevant experience of curator(s), or experience of selected contractor; completion of one or more successful rehabilitation projects, or related experience
5. Capacity to perform; including adequate personnel, ability to open property to the public, appropriate arrangements to secure property during renovations, sequence of construction work, and ability to handle project
6. Geographic location of the prospective curator; location of individual/entity submitting the proposal
7. Distribution of work among firms; is the individual/entity currently engaged in other projects with New Castle County that would overextend resources or demonstrate ability to perform?

New Castle County divides curatorships into three phases: making the building inhabitable, rehabilitating the building, and landscaping the property. RC properties are visited once or twice a year to evaluate the completion of any work and review the overall status of the property. The program manager is required to provide at least 48 hours notice prior to visiting for the purpose of an evaluation.

3.1.5 Preservation North Carolina, North Carolina

Founded in 1939, Preservation North Carolina (PNC) is a private, nonprofit statewide historic preservation organization. PNC currently has two RC leases, with no additional properties available at this time. The RC program is primarily administered through its regional offices. Although there is a central person who oversees the overall operation of the program, the day-to-day management is handled by the program manager located in the regional office responsible for the geographic area where the property is located. Decisions regarding the program are primarily made by the regional program manager; not reached by committee.

Identified as a National Historic Landmark, the first property is a plantation which features a ca. 1860 Italianate villa. Deeded to PNC in the 1990s, the plantation is currently leased to a direct descendant of the original owner. PNC is developing a conservation plan for the property and caring for the extensive art collection located within the house. An endowment has been established to assist with the plantation's long-term care. The curators, who occupy the house, are responsible for "the routine operating and capital needs" of the house. The house is periodically open by appointment.

The second property is a Spanish style bungalow located in Shelby, North Carolina. When advertising for a curator, PNC described the arrangement as

> *A long-term lease with a curator/tenant who will pay rent in the form of services, specifically the rehabilitation and maintenance of the property, as well as provide periodic public access to the house.*[10]

[10] PNC, "El Nido -- Resident Curatorship," PNC website, www.presnc.org, internet site accessed August 2013.

Due to the potentially overwhelming scope of necessary interior work, PNC accepted responsibility for all of the exterior rehabilitation work and exterior maintenance. PNC also accepted responsibility for maintaining the grounds associated with the residence. The length of the long term lease, 27 ½ years, was determined by the minimum amount of time for a lessee to be eligible for Federal rehabilitation tax credits, as required by the Internal Revenue Service. Therefore, the curator is only responsible for the interior rehabilitation and long-term maintenance with the availability of tax credits. The lease agreement also specifies periods of time when the curator is required to open the house to the public. Finally, although the curatorship is residential and the primary function of the building is as a home, once the rehabilitation work is completed the curator plans to operate a small commercial business within the building. No additional rent amount will be assessed for the operation of a business, nor will any of the profits be shared with PNC.

The Shelby property program manager considers a passion and interest in preservation as the most important characteristic of a curator. PNC evaluates prospective curators, in part, based upon their:

- Character
- Critical thinking skills and
- Communication capabilities

3.1.6 Fairmount Park Historic Preservation Trust, Fairmount Park, Philadelphia, Pennsylvania

Fairmount Park Historic Preservation Trust (the Trust) RC program differs from other programs in that the Trust does not own the properties for which it administers curatorships. The properties are owned by the City of Philadelphia. The Trust essentially acts as a property manager, overseeing subleasing agreements between the Trust and the tenants (the Trust does not use the term "curator"). In 1993, newly founded, the Trust was authorized by city ordinance to secure long-term leases for historic properties. A nonprofit organization, the Trust was established as a public/private venture to assist with the preservation of historic resources within the Fairmount Park system.

Although the RC program is primarily administered by the Executive Director of the Trust, there are several committees who review, assess, and approve various aspects of the program. Expressions of interest from potential tenants are reviewed by Trust staff, the Trust's Property Committee, the Trust's Board, and the Fairmount Park Commission. Additionally, all proposed rehabilitation work is reviewed by the Trust's Architecture and Design Review Committee. To date, the Trust has overseen the preservation of 25 properties.[11]

Fairmount Park is a large municipal park system, which includes the namesake Fairmount Park, a 4,000 acre park. The entire park system, consisting of 62 neighborhood and regional parks, is currently 10,000

[11] George Fisher, "Philadelphia Reflections: Fairmount Park Historic Preservation Trust," *Philadelphia Reflections* website, www.philadelphia-reflections.com/blog, internet site accessed October 2013.

acres and continues to grow. Historic resources within the park system include over 200 buildings (not all of the buildings are available for leasing through the Trust).

The properties available through the leasing program are geographically located within the Fairmount Park system and have been determined to be historically significant. Additionally, a building's deteriorated condition and underutilization can make it a good candidate for the leasing program. There is no minimum or maximum dollar amount of rehabilitation necessary for a building to be considered eligible for the leasing program. However, as an example, a tenant may need to provide in excess of $1 million for up-front rehabilitation in exchange for a 20 year lease.

Although the basic concept is the same as any RC program, there are some differences with the way the Trust manages its program. The deteriorated, historic buildings are available through the Trust for long-term lease to civic organizations and businesses (both non-profit and for profit groups). There can be a residential component as part of a mixed use function; however, the properties cannot be leased long-term solely as a private residence. They can have a residential component as part of a mixed-use function. For example, a business or office on the ground floor with second floor residence. Short term (one year) leases are available for certain properties as residences. Prospective tenants must show that their proposed adaptive use will "respect the historic fabric of the building, enable public access, and complement existing park uses."[12]

Prospective tenants will provide a proposal outlining their concept for rehabilitation, including estimated duration for all construction work, construction cost estimates, and proposed adaptive reuse.[13] The tenant is responsible for the rehabilitation and maintenance of the deteriorated building. It is required that all work, including adaptive reuse, must respect the historic fabric of the building. The Trust has developed guidelines for the "repair" of the historic buildings and landscapes which are based on *The Secretary of the Interior's Standards*. Additionally, the Trust requires that "any work to the exterior or interior fabric of the building, including its finishes, is subject to review and approval by the Trust's Architecture and Design Review Committee."[14] As part of the park system, the Trust also places emphasis on the preservation of cultural landscapes.

The tenants are responsible for all necessary permits, approvals, and variances (as is the case with most RC programs). The Trust assists in walking tenants through the zoning process, a process which is completed entirely at the tenant's expense. Since the properties are owned by the city, tenants are exempt from property taxes.

One major difference between the Fairmount Park leasing program and many RC programs is that Trust tenants are charged rent. The rent assessment is based on a fair market rate for a similar building, in a similar location and reflects the improvements made to the property by the tenant.[15] The discounted

[12] Fairmount Park Historic Preservation Trust, "Leasing Program," website, www.fairmountparktrust.org, website accessed August 2013.
[13] Fairmount Park Historic Preservation Trust, "Procedures and Standards for Leasing and Adaptively Reusing Historic Properties in Fairmount Park," (Philadelphia: Fairmount Park Historic Preservation Trust, 2009).
[14] Fairmount Park Historic Preservation Trust, "Procedures and Standards for Leasing and Adaptively Reusing Historic Properties in Fairmount Park," (Philadelphia: Fairmount Park Historic Preservation Trust, 2009).
[15] The rent assessment is dependent on geographic location of the building; within the Fairmount Park system there is a variety of locations. While some of the buildings are adjacent to populated, highly visible areas, other buildings are located in very isolated areas.

rental charge is in acknowledgment of the initial, lump-sum capital investment paid by the tenant.[16] The Trust and the tenant negotiate the rent amount for each leased building.

Although many of the properties have been well documented, the tenant may be required to complete additional (or previously incomplete) documentation such as a Historic Structures Report, a Conditions Assessment Report, or a Historic Landscape Inventory.

3.1.7 Indiana Landmarks, Indiana

Indiana Landmarks (Landmarks) currently administers two separate curatorship programs. One program is in partnership with the National Park Service (NPS), the other program is through a partnership with the State of Indiana. Like the Fairmount Park Historic Preservation Trust leasing program, Landmarks does not own the buildings for which it administers curatorships; the buildings are owned by the partnering entity (either NPS or the state).[17]

Landmarks is the largest private statewide historic preservation organization in the United States. Founded in 1960 as the Historic Landmarks Foundation of Indiana, the name was changed to Indiana Landmarks in 2010. The organization has regional offices located throughout the state. The administration of the RC program varies by office depending on staff capacity.

In partnership with NPS, Indiana Landmarks oversees the day-to-day operation of six 1933 houses located at Beverly Shores, Indiana. Originally included in the 1933-1934 Chicago World's Fair, the homes were relocated to the Indiana lakeside community of Beverly Shores, which later became the Indiana Dunes National Lakeshore, a NPS property. In 1966, NPS partnered with Landmarks to "protect and maintain the houses through a residential leasing program."[18] The houses, initially leased to Landmarks, are in-turn leased to a curator. The curators, private individuals or families, enter into long-term (30 year) lease agreements outlining their plans to rehabilitate the leased building. All work must be done in accordance with *The Secretary of the Interior's Standards*.

Located within a National Park on the dunes adjacent to Lake Michigan, the houses at Beverly Shores have appeal as vacation homes. There is no mandatory percentage of occupancy or requirement specifying that the houses be used as a primary residence with the Landmarks curatorship program. In actuality, most of the Beverly Shores homes serve as secondary homes for the curators, creating working preservation vacations for the families. Ironically, the Landmarks program is the only example of private individuals investing over $1 million to rehabilitate a leased home for personal use (large monetary investments in other programs are through corporations or nonprofits). It is also the only example of a program where the curator(s) can include the continuation of an existing lease in their will. Another

[16] "The main reason that the Trust charges some amount of monthly rent is to provide a source of operating revenue to the Trust since [the Trust does not] receive any funding from the city." (Fairmount Park Historic Preservation Trust, Personal Communications, November 2013.)
[17] The NPS buildings are owned by the Indiana Dunes National Lakeshore, a subsidiary of NPS.
[18] NPS, "Historic Landmarks Leasing Program," NPS website www.nps.gov/indu/historyculture/leasing.htm, internet site accessed November 2013.

uncommon aspect of the Landmarks curatorship program, at the end of the initial lease term, curators are given first right for renewal. Therefore, if the curator desires, a property can remain within a single family indefinitely.

As part of the lease agreement, curators are required to open their homes to the public one day a year. The annual home tours, overseen by NPS, are a popular event where tickets sell out in advance.[19]

Landmarks has also aligned with the state of Indiana to assist in the oversight of state-owned properties leased to curators. Under the current arrangement, Landmarks completes a condition assessment of the property before inclusion in the resident curator program. Challenges finding curators who are willing and/or able to complete the work has led to Landmarks completing the rehabilitation work for the state and then leasing the properties after the work is completed.

Also unique to the Landmarks program, the program manager who administers the Beverly Shores RC program, a preservationist with Landmarks, currently serves as a curator. The program manager is living with his family in a 1949 Lustron house at the Indiana Dunes National Lakeshore. Although there was initial interest in the curatorship, all of the interested parties wanted to make changes which would alter the integrity of the building. The attempt to find a suitable curator resulted in the program manager realizing the opportunity. This is the only example we found of a program manager serving as a curator.

3.2 Summary of Existing Programs

Interest in RC programs has grown substantially. Many program managers receive numerous inquiries from people representing states, towns, and organizations, who are interested in learning how to implement a program. Faced with a growing inventory of historic buildings and shrinking funds, the idea of a RC program is enticing as many governing entities struggle with maintaining underutilized buildings. "Nearly 30 states have experienced cuts to budget for parks and sites within the last year. Other states are not faring much better, simply holding on and doing more with less."[20]

Based upon a review of existing programs, the following section provides a summary of some of the key factors associated with managing a successful RC program.

[19] NPS, "Century of Progress 1933 World's Fair Homes and More" (Washington DC: NPS), online at www.nps.gov/indu/historyculture/centuryof progress.htm, internet site accessed July 2013.
[20] Adrian Scott Fine, "America's State Parks & State-Owned Historic Sites," (Washington DC: National Trust for Historic Preservation, 2010).

3.2.1 Initiating the Program

The uniqueness of each existing program is evident when comparing how the programs were initiated. Some programs were started because of a particular property, Maryland for example, while others were initiated through a partnership with property owning organizations, Landmarks and the Trust for instance. There are also examples of programs offering a few properties during the first year. One successful program, Massachusetts, began by offering four or five properties at once.

There are two primary types of curatorships:

1. Residential
2. Commercial or non-profit

Some existing programs have chosen to focus solely on residential curatorships, while others will consider residential and commercial or non-profit curatorships, depending on the property. There are also programs that do not limit the type of curatorships and are open to reviewing any proposal.

3.2.2 RC Program Properties

While researching existing programs, some of the most diverse responses were in regards to the criteria for property inclusion. Program management philosophies range widely from doing very little before offering a property for curatorship to completing an inclusive condition assessment and addressing major issues, such as connecting utilities, or resolving potential zoning questions, etc.

One RC program completes in-house condition assessments in order to identify any major issues; all information is then offered to prospective curators with the understanding that any unknowns are the responsibility of the curator. In addition to providing the program administrator(s) with information about the condition of the property, the assessment educates prospective curators enabling them to prepare a more accurate rehabilitation plan and develop a more precise estimate of the associated costs.

Some programs will intentionally make an effort to reduce major incumbencies for potential curators, including the upfront expense necessary to rectify a major issue, while other programs will offer properties essentially “as is,” with major immediate needs, including connecting/installing utilities, a collapsed roof or partial roof, and/or missing exterior walls. These extreme examples highlight the value of other factors. The lack of property taxes and long leases, for example, are considered major incentives to potential curators who are interested in a RC program.

Although major work is typical, the condition of a property when it is first made available for a curatorship varies from uninhabitable to barely habitable. An uninhabitable building could be lacking utilities, have major structural issues, and/or have a severely deteriorated or missing roof. A barely

habitable building could need exterior and/or interior work, but has utilities and is considered structurally sound.

Properties available through RC programs range in size, architectural style, and condition. The vast majority of the buildings, however, have a historically residential function. Several existing RC programs require a minimum amount of rehabilitation work as necessary in order for a property to be included in the program. The minimum amount of work which is necessary often translates directly into a minimum dollar amount, which is used as a criterion for inclusion.

Consideration needs to be given to the long term plans for any potential properties and for the area surrounding the property. Program managers need to understand how the potential for any future agency plans or "improvements" would alter the existing setting. This realization excludes some properties from the RC program.

One program manager used a potential property located adjacent to the water, on a quiet road within a park, as an example. Considered an "idyllic" location, the property had attracted the interest of prospective curators. However, the governing agency was unsure of its future plans for the adjacent area and realized that it would be unfair to enter into a lease agreement with the possibility of severely altering the existing conditions.

3.2.3 The Ideal Curator

All program managers concur that it is crucial to select the right curator. One manager could not overstate the importance of choosing the right person, couple, non-profit, or commercial venture:

> *Finding that person, couple, or family is very hard to do.*

Part of finding the ideal curator is ensuring that the potential curator has a realistic understanding of what is involved, so they know what they are signing up for. One current curator advised prospective curators to "make sure this is what you really want to do."[21]

During communications with program managers, each manager was asked what they believe is the most important trait or characteristic for the ideal curator. There was definitely agreement that flexibility is a key attribute for curators. Flexibility is significant for several reasons. Foremost, the curator is responsible for all aspects of a major rehabilitation project, and as with any construction work, inevitably there will be unexpected situations and unpredicted delays. However, unlike private projects, all changes to the pre-approved work plan must be reviewed by the program manager prior to implementation. According to several program managers, the necessity for curator flexibility was followed by the need for patience and tolerance. These characteristics are important for a curator, in part acknowledging that the curatorship involves a bureaucratic process and in part due to the curators' unofficial function as a

[21] Emily Young, "Restoring history: State, tenant curators work to save historical properties," *Newburyport News* (Newburyport, MA, February 2008), online www.newburyportnews.com, site accessed September 2013.

representative of the governing agency. Additionally, honesty was also identified as a key attribute for curators. Managers stressed the need to find a "credible person, someone who you feel that you can trust."

However, as with most aspects of a RC program, there are multiple considerations. One program manager indicated that construction experience is the most important attribute, while another indicated that an appreciation for the property and understanding of the government agency needs are the most important characteristics for a curator. Several program managers pointed out that the ideal curators are "resourceful, handy people."[22]

> *The most successful Curators possess skill sets in one or more areas, including architecture, landscape design, woodworking, engineering, electric, plumbing, heating systems and sanitary systems.*[23]

3.2.4 Marketing for the Ideal Curator

> *The top challenge is finding the right curator to take on what is often a daunting task of restoring properties that are hundreds of years old and on the verge of ruin*[24]

With an understanding of key characteristics, skills and resources necessary for an ideal curator, the potential curatorship is marketed to the public in order to effectively reach qualified candidates. Program managers utilize the following methods for marketing:

- <u>Open Houses</u>
  Although open houses for available properties are considered a great way of providing information to prospective curators, one program manager identified the typical open house with existing curators as the most effective marketing tool. Many RC programs require curators to hold periodic open houses, as part of the public outreach commitment.

  These open houses, showcasing rehabilitated properties, show potential curators the possibilities of what can be accomplished through the RC program. Instead of visiting a potential property, typically in deteriorated condition, often without utilities, an experience which can be overwhelming, curators can showcase a property with the completed rehabilitation work.

- <u>Internet</u>
  The internet is clearly a powerful tool for attracting attention to the curator program. When used effectively, the internet can assist in educating the public about the program and attracting

[22] Chris Warren, "Life Preservers," *American Way* (Fort Worth, TX: AMR Corporation, November 2012).
[23] DCR, "Terra Firma: Putting Historic Landscape Preservation on Solid Ground," (Boston, MA: DCR, 2011), 8.
[24] Bruce Alexander in Mikel Chavers, "Saving States' Historic Jewels," *State News* Vol. 51, No. 3 (Lexington, KY: The Council of State Governments, March 2008), 21.

potential curators. Conversely, the internet can also provide program managers with an overload of unsolicited proposals.

In addition to dedicated web pages, effective use of the internet for marketing can include emails, blogs, and social media. The program manager is responsible for ensuring that accurate information about the RC program is easily accessible on the internet.

- Press/Traditional Media
  Program managers issue press releases as a primary means of attracting potential curators.

  The press has certainly assisted in spreading the word about RC programs and generating interest among potential curators. Although the information is not always accurate, newspaper and magazine articles have helped to educate people regarding the potential of serving as a curator. The program manager is responsible for ensuring that accurate information about the RC program is easily accessible on the internet.

  There is benefit to magazine or newspaper articles and radio shows highlighting the program. Many individuals trace their knowledge of a RC program to a 2007 article published in *The New York Times*.[25] The article, entitled "Nothing Down, $0 a Month, Hammer Required," is one example of a major newspaper publicizing the issue. The article summarized the program with specific examples from programs in Massachusetts, Maryland and Delaware. Other individuals recall first hearing about the concept of resident curator during an interview broadcast on National Public Radio.

When trying to reach prospective curators, the standard marketing package of one program manager includes sending emails, producing posters, trying to obtain magazine coverage, communicating with real estate agents, and utilizing social media sites. Responding to email and telephone inquiries assist in promoting the specific property available for curatorship and also the RC program in general. Every other week, one program manager reports receiving a call from a state, county, etc, interested in information about the program.

Veteran program administrators claim that it is easy to assess potential curators, "the person at the open house for seven hours who asks questions." One manager stated, "The rigorous process works out all the non-serious tenants and leaves only the strong and serious."[26]

[25] Eve M. Kahn, "Nothing Down, $0 a Month, Hammer Required," *The New York Times* (New York, August 30, 2007).
[26] Mikel Chavers, "Saving States' Historic Jewels," *State News* Vol. 51, No. 3 (Lexington, KY: The Council of State Governments, March 2008).

3.2.5 Proposed Rehabilitation Work Plan

A key aspect of the prospective curator's application process is a work plan which details the proposed rehabilitation scope of work and provides a timeline delineating dates for the completion of specific elements. Work plans are typically incorporated into the RC leasing agreement.

Many existing programs refer to *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* as a basis for all proposed rehabilitation work. When referencing the Standards, it is important that curators are familiar with the Standards and have an understanding of how they should be applied. The Standards provide a means for evaluating proposed work plans, and later, assessing any proposed alterations to the approved work plan.

In the work plan, prospective curators will outline the function they are proposing for the building. In addition to clarification of a basic residential or commercial use, this section of the work plan will detail how each interior space will be utilized. Solicitations vary by program; some programs pre-define how a property can function. For example, when pre-defined, a house historically used as a private home is only available to proposals which retain the building as a residence. Other programs place no limitations on function and then review a variety of proposed uses, enabling them to pick what they deem to be the best proposal.

3.2.6 Length of Lease

Managers of existing programs acknowledge the importance of the length of the lease. Foremost, the lease length is a significant factor in attracting the best prospective curators and, ultimately, in fulfilling the mission of the curatorship program by helping to ensure the preservation of the resource. Many RC program managers feel that longer lease terms provide a necessary incentive for curators to rehabilitate and maintain the property. Maryland, for example, views the lifetime lease which it offers as a real asset in attracting potential curators to the program.

The financial benefit to the curator is clear when calculating a longer term lease in relation to the costs associated with the rehabilitation. Likewise, longer leases enable commercial curatorships to recoup the significant capital investment necessary for rehabilitating the building.

Other, often overlooked, advantages of longer-term leases benefit the governing agency including the advantage of reduced administrative oversight associated with re-leasing a property and the immeasurable benefit of consistent occupancy. Due in part to the secluded location of many of the properties in the program, one manager cites reduced policing costs as an advantage of the curatorship program. Long-term occupants are an effective deterrent against breaking and entering and the related vandalism to the property.

However, there are other factors which could influence the length of a lease:

- A lease of any length necessitates long-term planning on behalf of the governing agency. This ensures that the continuing goals of a property (including any future development or programming) are consistent with current conditions to which the curator is agreeing.
- Contingencies need to be in place for any possible changes within the curators' circumstances (changes in financial situation, etc). One property manager strongly advised that a buy-out clause be included in the leasing agreement enabling the governing agency to amicably repossess the property in case of a major change of circumstances (of either the agency or the curator).
- There is relevance to the realization that "nothing lasts forever, things always change, a model that worked twenty years ago might not work now."[27] Considering advances in preservation technology and changes in preservation theories, curatorship leases need to allow for flexibility due to future discoveries not yet imagined.

3.2.7 Curator's Responsibility to Share the Property with the Public

Resident Curator programs typically include a public outreach or educational component. The availability of a property to the public is an important aspect of successful RC programs. In a 2013 study, the NPS found one reason that some NPS administrators did not consider leasing opportunities was due to "concerns about limiting full public access to historic sites or structures managed under lease agreements."[28] The concept of restricting the public from publically owned property can be controversial. Individuals form extreme views regarding the "right" of unrestricted access to buildings owned by governing agencies; agencies which function primarily from the collection of public taxes and fees. However, the right to access public property "may be constrained by reasonable time, place, or manner restrictions, or by the government's interest in managing its property."[29] Most public buildings are only open during regular hours, and even accessible buildings, a public court house for example, has restricted areas which the public is not allowed to access. In short, NPS concluded

> [they need to] *make decisions that balance the need for access to publicly owned property with the needs of private interests that are funding the maintenance of the public property. Unless this balance can be struck, private investment in public property – investment that is necessary to fully meet all the National Park System's maintenance needs – will not achieve its potential to support and promote the use and enjoyment of our national parks.*[30]

[27] Program Manager, personal conversation August 20, 2013.
[28] NTHP, "Historic Leasing in the National Park System: Preserving History Through Effective Partnerships" (Washington DC: NTHP, September 2013), 7-8.
[29] Berkman Center for Internet & Society, "Access to Public Property," *Digital Media Law Project* (Cambridge, MA: Berkman Center for Internet & Society at Harvard University) online at www.dmlp.org/legal-guide/access-public-property, internet site accessed, January 2014.
[30] NTHP, "Historic Leasing in the National Park System: Preserving History Through Effective Partnerships" (Washington DC: NTHP, September 2013), 8.

Currently, many programs require that curators open the properties to the public once or twice annually. If possible, this is something that the state of Massachusetts would change. They envision a system where the lease requires that the property is "open on occasion," providing the program administrator and the curator with greater flexibility. For example, curators could allow access by advance arrangement.

Technological advances enable new options for fulfilling the outreach component. In addition to photo documentation (showing the rehabilitation process before, during, and after), the internet allows curators to create a blog chronicling the process and making the information accessible to the general public.

There are situations when individuals will assume that the property is always open to the public. Even in the case of a residential lease, when the curator is leasing a property to serve as a private residence, the location and ownership of the property may attract unsolicited public interest. There will be instances when individuals visiting the area (park, etc) will assume that the property is open to the public. This is one of the areas where program managers identify flexibility as an essential curator attribute. As an unofficial representative of the governing agency, the curators' role includes providing positive interactions with the public.

Public education and programming goals are different for buildings with a commercial function. Curators involved in a commercial or non-profit lease typically open the building to the public during business hours, reducing the need for a traditional open house.

3.2.8 Transparency

Many program managers stressed the need for the program to be open and easily understood, specifically indicating the need for transparency in regards to the overall management of the program and the selection of curators.

In early 2000, an investigation of NPS leases concluded with recommendations which directly or indirectly emphasize the need for transparency. Recommendations included:

- *Establish procedures to be followed by an evaluation panel when reviewing and recommending an entity for lease negotiations*
- *Develop standardized documentation for evaluation panels that provides consistency and transparency of the panel's process and final recommendations*
- *Provide documented guidance to the panel, which clearly defines NPS priorities and assigns a weighted value to each selection criteria*
- *Establish consistent financial requirements on prospective lessees for various phases of the lease process prior to the lease execution*[31]

[31] Jamie Romm, "Better Process Called for on NPS Leases; Inspector General responds to Pallone request for investigation," *Independent* (Manmouth and Middlesex Counties, New Jersey: Greater Media Newspapers, January 22, 2009) 1.

The need for transparency also relates to the curator/program manager relationship. The curator is responsible for completing all work in accordance with the approved work plan. As part of this process, one program manager strongly recommended that photographs be taken to document before, during, and after rehabilitation work. Photographs provide a visual record of the building.

3.2.9 Program Administration

Typically, the day-to-day administration and management of the existing RC programs is the responsibility of one individual, the program manager. As specific issues arise, program managers will often work with or consult personnel from other departments within the governing agency (inspectors, architects, or attorneys, for example). Occasionally, assistance for various tasks is provided by additional staff (field employees, for example, assist as necessary with on-site monitoring and field work). Some programs also rely on the assistance of the local State Historic Preservation Office (SHPO), or benefit from the resources available through preservation organizations, National Trust for Historic Preservation (NTHP) or other non-profit preservation groups, for example.

When asked about the type of assistance existing program managers were most desirous of, there was a variety of responses. However, there was a consensus that someone with marketing expertise, specifically to help advertise and reach prospective curators and an engineer or someone capable of doing preliminary inspections would be desirable.

3.2.10 Benefits

Program managers concur that, when a program is thriving, the governing agency benefits, the curators benefit, and the public benefits. Often, governing agencies' initial expression of interest in a RC program is due to budget constraints and excessive inventory. In addition to reduced budgets, governing agencies are responsible for existing inventories of properties containing historic structures, while the acquisition of buildings and structures continues as municipalities continue to add to their inventory of park land. The challenges of maintaining the growing inventory of historic properties is often magnified by the need for major rehabilitation work.

Among the benefits to curators is the opportunity to live in a property which would not otherwise be available to them. Many RC properties represent a property type which is typically not available through standard real estate channels. Through the RC program, curators have the opportunity to live in areas which would not otherwise be attainable, in a highly desirable neighborhood, within a specific school district, or on acreage of parkland for example.

The public also benefits through the success of a RC program with the preservation of a resource which the public would otherwise be supporting through their taxes.

These important historic structures that belong to the taxpayers are restored and maintained without any taxpayer money going toward them. The taxpayers have gotten a historic property at absolutely no cost (and) we're been able to save an exceptionally large amount of money.[32]

3.3 Community Participation

In addition to the county's interest in developing a RC program, many residents have expressed interest in the development of a program. Both the DPZ and FCPA have received telephone and email communication from members of the public inquiring about some aspect of a RC program. Generally, these inquiries have focused on a specific property of interest. Individuals and representatives of groups and organizations have initiated contact with concern regarding a particular geographic location or a building's deteriorated condition.

Recognizing the importance of public participation during the RC Program Study process, Fairfax County scheduled two public meetings held at the beginning of the study. In addition to a general invitation to all Fairfax County residents, groups and organizations who had previously expressed interest in a RC program or the curatorship of a particular property were invited to provide comments. The meetings provided an opportunity for questions and comments.

[32] Mikel Chavers, "Saving States' Historic Jewels," *State News* Vol. 51, No. 3 (Lexington, KY: The Council of State Governments, March 2008) 20.

OPERATIONAL REQUIREMENTS

There are many policy issues, procedures, laws, ordinances, regulations and tax requirements to consider prior to establishing a RC program. This section outlines these items along with more in-depth information included in the appendix. The information included in this section should be used for reference but shall not be considered comprehensive as items are continually modified and updated. Before any undertaking, all parties should review requirements for each specific property.

4 POLICY ISSUES AND PROCEDURAL CONSIDERATIONS

4.1 Purpose and Mission

Establish Mission

- The goal of the county program is the preservation of historic buildings in Fairfax County through a Resident Curator Program.

Establish Goals

- To rehabilitate and maintain underutilized historic properties.
- Providing periodic public access to appreciate the historical significance of the properties.

Financial

- Consider funding to do initial work on properties (such as abatement of hazardous materials and building assessment) to make them more attractive to potential curators.
- Establish minimum investment required of curators.

Curator Selection
Most important:

- Open and transparent evaluation and selection process
- Communication regarding expectations for deadlines, rehabilitation, finances, etc.
- Detailed financial plan from curators
- Transparency between local towns, curators and program/agency
    - Will Fairfax County allow organizations or just private residents to be curators? Some programs have found that non-profit organizations with missions compatible with the governing body are more successful as curators. Some programs specifically prefer non-profit organizations while others will only consider for-profits. With the variety of types of properties, the county may also want to consider for-profit organizations with missions that are compatible with the program. Additionally, allowing businesses to participate may make the program more attractive, since the business income can be directed to upkeep of the property.
    - Who will review the application? Some programs have a team of people review, including attorneys, bankers, architects with historic preservation experience, and either SHPO or representatives from historic preservation organizations.
    - Keep in mind it can be difficult to convene a group of people who volunteer their time to review applications.

4.2 Considerations

4.2.1 Lease

- Lease either for long-term fixed or lifetime with termination clause for convenience. If the lease is lifetime, consider what to do when the curators are unable to personally maintain the property due to age or infirmity.
- Determine how expenditures and sweat equity are valued.
- Determine the fair market value of the property. Determine if the work being done is consistent with what the rent would be, considering the fair market value of the property. If the lease is not lifetime, the length of the lease offered will be affected by the fair market value of the property and the amount of work needed (Massachusetts, for example).
- Be as detailed as possible (for example, who will pay for utilities? does residential curator have to reside on-site during term?). However, it is not possible for lease to anticipate every possible problem or issue that may arise. With residential curators, family issues (divorce, job loss) often cause problems with curatorships.
- Consistently track and enforce requirements and procedures from initiation of curatorship. Curators sometimes slip as time passes and can come to feel that they are not obligated to meet their obligations.
- Work done to standards articulated in *The Secretary of the Interior's Standards* for Rehabilitation and appropriate NPS Preservation Briefs.

4.2.2 Properties

- Chosen based on historic significance, immediate agency use, condition of property (is it habitable? can it be saved with reasonable effort?), and ability to market for program.
- Consider access to property so curators are not inconvenienced with heavy park use, main roads, playgrounds, etc. near property. If park access is limited at night or on holidays, be aware of how curator will access the property. Properties on the periphery may work better and be more marketable.
- Determine boundaries of the land to be included in the lease.
- Consider, in RFP, leaving certain terms flexible in the event that potential curators have different requirements, i.e., more acreage for agricultural use.

4.2.3 Termination

- Conditions for termination must be carefully considered so that if a curator is not meeting the stated timelines and goals, the lease can be terminated. Also include procedures for remedy, appeal, etc. All RC program leases contain termination provisions. (Example, MA Article 15; MD Section 14.) (See sample leases, Appendix, Section 33)
- In practice, however, termination is extremely rare.
  Programs are very reluctant to terminate, even with good cause, due to potential for bad press, public policy concerns, and putting the property back into the agency's hands without a curator (that is, putting the property back to square one). Therefore, a termination clause will only be exercised when absolutely necessary.

5 APPLICABLE COUNTY ENTITIES, DOCUMENTS AND PROCESSES

Fairfax County Comprehensive Plan (2013 Edition)

http://www.fairfaxcounty.gov/dpz/comprehensiveplan/policyplan/heritage.pdf

The Fairfax County Comprehensive Plan (Comprehensive Plan) is required by state law to be used as a guide in decision-making about the built and natural environment by the county's Board of Supervisors and other agencies, such as the Planning Commission. It is also a guide for county staff and the public to use in the planning process. The Policy Plan volume of the Comprehensive Plan contains Board of Supervisors goals, policies and objectives. The Heritage Resources section of the Policy Plan is most directly related to the RC program. It outlines the following heritage resource goals and objectives, which are supported by additional policies:

Board of Supervisors Goal

Culture and Recreation - Fairfax County should also support and encourage the identification and preservation of its heritage resources for the aesthetic, social, and educational benefits of present and future citizens.

This goal recognizes that preservation of the county's heritage resources requires a commitment both from the public and private sectors and from the community.

Countywide Objectives

- Objective 3: Protect significant heritage resources from degradation, or damage and destruction by public or private action.
- Objective 4: Promote and encourage the protection and preservation of significant heritage resources.
- Objective 5: Increase the levels of public awareness of and involvement in heritage resource preservation.

Fairfax County Heritage Resource Management Plan (1988)

The Heritage Resource Management Plan, adopted by the Board of Supervisors in 1988, provides a framework for heritage resource planning in the county. Chapter IV outlines a variety of tools for use in protecting the county's heritage resources.

Fairfax County Park Authority Cultural Resource Management Plan (Revised 2012)

http://www.fairfaxcountv. gov/parks/gmp/crmpfinal.pdf

The Fairfax County Park Authority developed a Cultural Resource Management Plan (Plan) as part of its continuing effort to promote resource stewardship in the county and to continue in its mission to protect cultural resources for present and future generations. Implementation of the Plan has provided the tools, policies and practices to best manage and protect cultural resources both on parkland and county-wide. The Plan mandates the consideration of cultural resources in planning processes and calls for education to heighten staff and citizen awareness of these non-renewable resources. The Plan addresses major elements that are central to the Park Authority mission of preserving and protecting cultural resources, details issues that affect each of these elements, and then presents strategies to address these issues.

The Plan element most directly related to the RC program may be found in Chapter 6: Historic Buildings, Structures, Objects and Traditional Cultural Properties (pages 37-40). Other Elements may be applicable on a project to project basis.

Fairfax County Park Authority Policy Manual, 6/26/13

http://www.fairfaxcountv. gov/parks/parkpolicv/park-policv-manual.pdf

Park Authority policies may be found in the Fairfax County Park Authority Policy Manual, 6/26/13. The policy most applicable to the RC Program is:

Policy 205. Historic Preservation
The Park Authority is the steward of historic resources on parkland. The Park Authority will conduct historic preservation studies in accordance with federal, state and local standards, guidelines and policies and the Cultural Resource Management Plan and will follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (Page 200.9).

Please note:
A summary of other Park Authority policies that may be applicable to the RC Program on a case-by-case basis may be found in the Cultural Resource Management Plan, Appendix II: Policy and Regulatory Background (Pages 77-90).

Fairfax County History Commission

http://www.fairfaxcounty.gov/histcomm/

The Fairfax County History Commission was established in 1969 to help identify, document, record, and preserve the county's history. The Commission's 20 members are appointed by the Fairfax County Board of Supervisors. The Commission is responsible for deciding which properties are listed in the Fairfax County Inventory of Historic Sites, the county's official register of historic sites. The Commission formed a committee to partner with the Department of Planning and Zoning and Park Authority in the development and future implementation of the RC program.

Fairfax County Department of Purchasing and Supply Management

All county procurement, including the solicitation of proposals from and selection of potential curators, must adhere to the Fairfax County Purchasing Resolution. An outline of the resolution may be found in the Appendix; the full resolution may be found at:

http://www.fairfaxcounty.gov/dpsm/purchres.pdf.

Procurement procedures for a RC program must be developed and coordinated in conjunction with the Department of Purchasing and Supply Management.

Zoning Ordinance

http://www.fairfaxcounty.gov/dpz/zoningordinance/

The Fairfax County Zoning Ordinance (Zoning Ordinance) will apply to the properties selected for the RC program and will impact the curator's rehabilitation plans and planned uses of the property. If zoning is used as criteria in candidate property selection, then a zoning designation that allows the greatest variety and number of by-right uses would be rated higher. If zoning is used as criteria in Request For Proposals (RFP) curator proposal selection, then proposals with the current zoning retained would be rated higher; by-right uses are easier to implement, while a special permit, special exception or rezoning takes time and money. While curators would be responsible for any expenses to obtain a special permit, special exception, or rezoning, these fees could possibly be waived.

Properties can be rezoned, but the rezoning must be in compliance with the Comprehensive Plan. If not in compliance, then a plan amendment is required, resulting in additional time and staff resources.

2232 / Public Facilities Review Process

Publicly-owned properties must go through the state-mandated 2232 review process to determine if the proposed use is in conformance with the Comprehensive Plan. More about the process can be found at:

http://www.fairfaxcounty.gov/dpz/2232/.

A 2232 determination will be required for each potential curator property to determine if the proposed use is in substantial conformance with the Comprehensive Plan. Department of Planning and Zoning staff is responsible for 2232 determinations.

Building Permits

County Code § 2-1-1 stipulates that all work on county property must be done pursuant to obtaining the necessary permits from the Department of Public Works and Environmental Services. Therefore, no contractor or individual curator may perform work on the property without obtaining the necessary permits and posting any required bonds.

5.1 Documents Applicable to Certain Historic Properties

Memorandum of Agreement

A Memorandum of Agreement (MOA) among the General Services Administration and nine other signatories was executed in June, 2001 for the area identified as a National Register-eligible historic district at the Lorton Correctional Complex. The MOA stipulates that Fairfax County is to treat the land area within the Eligible District as a local Historic Overlay District (HOD). And that an undertaking within the Eligible District shall be reviewed according to Fairfax County Zoning Ordinance Part 2, Section 7-200.

Properties selected to be available through the RC program which are located within the National Register-eligible historic district at the Lorton Correctional Complex would be subject to MOA stipulations.

Conservation Easements and Deed Restrictions

A property may be subject to an easement or other deed restrictions. Open space/historic preservation easements are placed on properties to permanently protect the land and/or historic resources. Because these easements are generally perpetual and run with the land, the terms of the easement bind the current property owner, heirs, and those who purchase or receive the property in the future. Properties sometimes come to the County or Park Authority, with deed restrictions at the time of their transfer. Deed restrictions must be carefully reviewed to determine that a proposed property use is appropriate and the requirements governing property improvements or changes.

6 APPLICABLE LAWS

Resident curator programs may be subject to numerous laws, particularly programs that run businesses at the historic sites rather than maintain them as personal residences. The following is a list and brief summary of laws by category and divided into business and residential.

It is important to note that *this list is **not** exhaustive*; it focuses on the laws most commonly applicable to small businesses. Moreover, some of the laws may not be applicable at all. Additional research should be done by the curator and his/her counsel at the time of undertaking the project, with a particular view to the site and its intended commercial or residential use(s), as well as recent updates to laws, regulations and agency rules, which are subject to constant change.[33]

6.1 Federal Laws

6.1.1 Commercial RC Properties

The following laws are primarily of interest to RCs running businesses. These laws need not be considered during the county's RC selection process; however, the county may consider monitoring compliance with certain laws to ensure that the leasing arrangement is not placed in jeopardy (FLSA; OSHA; taxes) and should be informed immediately if a RC or his/her business declares bankruptcy**.**

Employment and Labor
Employment and labor laws generally set wage and hour rules that must be followed by businesses. Such laws also prohibit child labor (with some exceptions), establish standards for employee retirement plans and set rules for family and medical leave.

- Fair Labor Standards Act (wages and hours; child labor; disabilities)
- Consumer Credit Protection Act (employee wage garnishment)
- Employee Retirement Income Security Act (employee benefit plans)

[33] Internet address for additional resources regarding small businesses (SBA's Learn About Business Law & Regulation Site): http://www.sba.gov/category/navigation-structure/starting-managing-business/starting-business/understand-business-law-r

- Family Medical Leave Act (job-protected, unpaid leave for specified family and medical reasons)

Workplace Health and Safety
Workplace health and safety laws set standards for health and safety requirements.

- Occupational Safety and Health Act (standards, safety inspections at workplaces; see OSHA's Small Business Handbook for assistance[34])

Hiring New Employees and Foreign Workers
Business owners should be aware of federal rules surrounding the hiring of new employees, whether U.S. or foreign. The federal laws primarily address verification for tax purposes and to ensure that foreign workers are not working illegally in the U.S.

- Employment Eligibility Verification Form (I-9) (verifies employee's eligibility to work in U.S.; must be completed within 3 days of hiring)
- No-Match Letters (Social Security Administration and Immigration and Customs Enforcement verification required)
- Immigration and Nationality Act (employment of alien labor)

Discrimination
Federal law prohibits discrimination in hiring and requires reasonable accommodations for disabled employees.

- Americans with Disabilities Act (ADA) (hiring; accessibility in public accommodations; see ADA Update: A Primer for Small Businesses for assistance[35])

Health Care
RCs who run businesses at the properties need to be aware of certain health care insurance laws, particularly the ACA which dramatically changed insurance rules.

- Affordable Care Act (health insurance requirements)

- Small Business Health Care Tax Credit (tax credit to eligible small businesses who provide health care coverage)

[34] Internet address for OSHA's Small Business Handbook: https://www.osha.gov/Publications/smallbusiness/small-business.html#train
[35] Internet address for ADA Update: A Primer for Small Businesses: http://www.ada.gov/regs2010/smallbusiness/smallbusprimer2010.htm#whoiscovered

Advertising and Marketing
RC business owners will need to advertise and market their businesses to succeed. Several federal laws should be considered when undertaking these efforts. Primarily, federal law requires that ads be truthful and that parents control what information can be collected from children.

- Federal Trade Commission Act (advertising must be truthful and non-deceptive)
- Children's Online Privacy Protection Act; COPPA Rule (effective July 1, 2013)
- Truth in Lending Act (and other federal laws) (ads for consumer credit)

Intellectual Property
RC business owners may develop names, logos, taglines, marketing materials and other intellectual property that they wish to protect. Such protections are exclusively the domain of federal law.

- Trademarks (protects words, names, symbols, sounds, or colors that distinguish goods and services from those manufactured or sold by others and indicate the source of the goods)
- Copyrights (form of protection provided to the authors of "original works of authorship")
- Trade secrets (generally can include a formula, pattern, compilation, program, device, method, technique or process that is used in one's business, has independent economic value that provides an advantage over competitors, and has been subject to reasonable measures to maintain its secrecy)

Financial Laws
Federal law affects several arenas of financial dealings of small businesses. In the RC context, the tax matters are the most likely to arise. Should a RC business become insolvent, the bankruptcy laws may also be relevant. While antitrust and securities laws are less likely to impact a RC business, those laws are listed below for the sake of completeness.

- Taxes
    - Sales (businesses must collect state and local sales taxes)
    - Small Business Health Care Tax Credit (see above)
    - Property (see separate Tax section)
    - Income (see separate Tax section)
- Bankruptcy

- Chapter 7 (when a business has no future and lacks substantial assets; often suited to sole proprietorships and small businesses)
- Chapter 11 (allows continuation of a business under a reorganization plan)

- Antitrust (promote competition and protect consumers from anticompetitive practices)
  - Sherman Act
  - Federal Trade Commission Act
  - Clayton Act
- Securities (see SEC's Information for Small Businesses for assistance[36])

Historic Preservation

- National Historic Preservation Act (applies only to federal undertakings or when a federal grant or permit is obtained; unlikely to apply to properties in the RC program)
- National Environmental Policy Act (applies only to federal undertakings; unlikely to apply to properties in the RC program)

Privacy

Small business owners who collect any kind of personal information from customers (whether online or in person) – such as credit card numbers – should be aware of steps they must take to protect that data under federal law. It is also advisable to develop an online privacy policy if the business has a website that collects personal information.

- Online privacy policy (while not required by law, the FTC prohibits deceptive practices)
- Fair Credit Reporting Act and Federal Trade Commission Act (take reasonable steps to protect sensitive data of both employees and customers)
- Children's Online Privacy Protection Act; COPPA Rule (effective July 1, 2013)

Environmental Regulations

There is an enormously wide variety of environmental regulations that may apply to small businesses, depending on the presence of certain pollutants at the site (at historic sites, often lead or asbestos), what kind of business will be run at the site (i.e., whether food will be grown, processed, sold/served), whether air or water pollutants will be released from the site, and other factors. Some of these regulations also apply to residential sites.

[36] Internet address for SEC's Information for Small Businesses: http://www.sec.gov/info/smallbus.shtml

The best approach with respect to environmental regulations is to survey the rules and regulations applicable to the intended uses for the site on a case-by-case basis. (See EPA's Office of Small Business Programs page for assistance.[37])

6.1.2 Residential RC Properties

The following laws are primarily of interest to residential RCs. These laws need not be considered during the County's RC selection process; however, the county may consider monitoring compliance with certain laws to ensure that the leasing arrangement is not placed in jeopardy and should be informed immediately if a RC declares bankruptcy**.**

Housing
The County, when making its leasing decisions in the RC program, should be aware of and abide by federal, state, and local anti-discrimination laws.

- Federal Fair Housing Act and other federal housing laws
  - Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Act) (prohibits discrimination in the sale/rental/financing of dwellings)
  - Title II of the Americans with Disabilities Act (prohibits discrimination based on disability in programs/services/activities provided or made available by public entities)

    Note: HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals; accordingly, it is unclear whether HUD would enforce Title II in the RC program context.
  - Additional laws prohibit housing discrimination in programs that receive federal funds or federal financial assistance. Because we understand that the RC program will be funded primarily by Fairfax County, we have not detailed those here.

    See Fair Housing Laws and Presidential Executive Orders for a full listing of laws and Executive Orders that prohibit discrimination in housing.

Financial Laws – Personal Bankruptcy
A RC may be placed in financial straits such that he/she might declare personal bankruptcy under Chapters 7 or 13 of the U.S. Bankruptcy Code.[38]

[37] Internet address for EPA's Office of Small Business Programs: http://www.epa.gov/osbp/
[38] Title 11 of the United States Code (USC) is the primary source of bankruptcy law in the USC.

Historic Preservation

- National Historic Preservation Act (applies only to federal undertakings; unlikely to apply to properties in the RC program)
- National Environmental Policy Act (applies only to federal undertakings; unlikely to apply to properties in the RC program)

Environmental Regulations

Some environmental regulations apply to residences, such as disposal of hazardous materials (at historic sites, often lead or asbestos). Residential RCs should check updated regulations that apply to their circumstances to ensure they are in compliance. Common issues in older structures include:

- Electrical
- Plumbing
- Roofing
- Heating/Air-Conditioning
- Hazardous Materials (asbestos, lead)

The following is a list of potential issues that may be faced by an RC and resources they can access to learn about disposal and mitigation.

Asbestos

- http://www2.epa.gov/asbestos

Lead

- https://www.fsa.usda.gov/Internet/FSA_File/pfflinyhbrochure.pdf
- http://www2.epa.gov/lead
- http://www.safehousepropertyinspections.com/virginia-beach-home-inspection-article-lead.html

Environmental Hazards in the Home (including radon, asbestos, lead, hazardous waste, water contamination, formaldehyde)

- http://library.hsh.com/articles/homeowners-repeat-buyers/environmental-hazards-in-the-home/

Mold

- http://www.vdh.state.va.us/epidemiology/DEE/otherzoonosis/Mold.htm
- http://www.fairfaxcounty.gov/news/2006/167.htm

Underground Tank Storage

- http://www.deq.virginia.gov/Programs/LandProtectionRevitalization/PetroleumProgram/FrequentlyAskedQuestions.aspx
- http://www.epa.gov/oust/states/va.htm

PCBs

- http://www.epa.gov/epawaste/hazard/tsd/pcbs/about.htm
- http://www.deq.virginia.gov/Programs/Water/WaterQualityInformationTMDLs/WaterQualityMonitoring/FishTissueMonitoring/DEQissuesstatewidestrategytoaddressPCBconta.aspx

Radon

- https://www.vdh.virginia.gov/epidemiology/radiologicalhealth/radon/faq.htm

Other Helpful Sites

- National Trust for Historic Preservation: http://www.preservationnation.org/what-is-preservation/#.U5ctj0LIRUQ
- Old House Web: http://www.oldhouseweb.com

See Appendix (Section 26) for detailed descriptions of the laws listed.

6.1.3 Federal Tax Issues

- Free Rent as Imputed Income
    - Free rent is not imputed as income to the resident curators. While the agreement is characterized as a rent-free lease agreement because the resident curators are not paying traditional rent, the maintenance and improvement costs serve as consideration for the resident curators to live in the properties.
    - IRC § 61.
        - "General definition.--Except as otherwise provided in this subtitle, gross income means all income from whatever source derived, including (but not limited to) the following items:
            - Compensation for services, including fees, commissions, fringe benefits, and similar items;
            - Gross income derived from business;
            - Gains derived from dealings in property;
            - Interest;
            - Rents;
            - Royalties;
            - Dividends;
            - Alimony and separate maintenance payments;
            - Annuities;
            - Income from life insurance and endowment contracts;
            - Pensions;
            - Income from discharge of indebtedness;
            - Distributive share of partnership gross income;
            - Income in respect of a decedent; and
            - Income from an interest in an estate or trust."
    - 26 C.F.R. § 1.61-8 regulates rents and royalties.
        - "If a lessee places improvements on real estate which constitute, in whole or in part, a substitute for rent, such improvements constitute rental income to the lessor."

- In the RC Program, Fairfax County would be the lessor, so the improvements to the historic homes qualify as substitute rent.

6.2 State Laws

This section presumes rent-free leases under the county RC program because (1) other RC programs throughout the country do not charge rent,[39] and (2) a RC arrangement would only be financially feasible and attractive if it is rent-free, due to the heavy financial burdens of renovations, repairs and upkeep of an historic building, in addition to typical homeowner costs (taxes, utilities, etc.).

6.2.1 State Tax Issues

- Deductibility of Expenses
    - The State of Maryland (MD), based in part on a legal review by the Department of Natural Resources and an IRS audit, has determined that any expenses associated with the curatorship are not tax-deductible. Other programs, however, advertise that associated expenses are tax-deductible.
    - The discrepancy likely arises from a differing interpretation of the definition for a charitable contribution under the Internal Revenue Code (IRC).
        - 26 U.S.C. § 170(c): "For purposes of this section, the term 'charitable contribution' means a contribution or gift for the use of - (1) A State, a possession of the United States, or any political subdivision of any of the foregoing, … but only if the contribution or gift is made for exclusively public purposes."
            - Maryland determined that expenses made by resident curators on historic properties were not contributions or gifts because resident curators receive the right to tenancy in lieu of rent, meaning that expenses associated with the curatorship are not gifts or donations to the State and thus do not qualify for deduction under the IRC.
            - Delaware allows resident curators to deduct all expenses at the state level. Delaware advertises tax deductibility of expenses (expenditures + time) as one of the advantages of doing the program. Curator documents value of materials and labor, and program writes letter thanking curator for value of gift to the State of Delaware.
                - Also , state level tax credits are available under the statute. Del. Code Title 30, § 1813 states:

[39] Massachusetts charges rent, but essentially refunds the rental payments by allowing RCs to deduct the value of improvements over the term of the lease.

        - Any person incurring qualified expenditures pursuant to this subchapter in the substantial rehabilitation of any certified historic property shall be entitled to a credit against bank franchise or income taxes imposed under Title 5, or under Chapter 11 or Chapter 19 of this title, respectively, subject to limitations set forth in this section and up to a maximum of …. [see code for limits].
    - Rationale in Maryland appears to be a more reasonable interpretation of the law. Tenants clearly receive a benefit from their expenditures – rent-free tenancy – and therefore, under the IRC, it is reasonable not to treat the expenses associated with that tenancy as contributions or gifts to the State.
    - Moreover, because the RC properties in Fairfax County will serve either as the resident curators' principal residences (with limited public access) or possibly as private businesses, the sites will not be open to the public on a daily basis, thus expenses are likely not deductible as a charitable contribution to the State. The expenses will be for mixed private/public use, not "for exclusively public purposes."
- Inheritance and Gift Taxes
    - There are no inheritance or gift tax issues because the county owns the properties.

6.2.2 Historic Preservation

The Virginia Antiquities Act (available http://www.dhr.virginia.gov/review/orcLawsRegs.html#VAA) VDHR should be contacted for more information

6.3 Local Laws

6.3.1 Fairfax County Taxes

- Va. Code Ann. § 58.1-3200: "All taxable real estate, having been segregated for and made subject to local taxation only by Article X, Section 4 of the Constitution of Virginia, shall be assessed for local taxation in accordance with the provisions of this chapter."

- Even though under the Virginia Constitution (Article X, Section 6) property owned by the Commonwealth or any political subdivision is exempt from property tax, leaseholds of such property are still subject to property tax: Va. Code Ann. § 58.1-3203: "All leasehold interests in real property which is exempt from assessment for taxation from the owner shall be assessed for local taxation to the lessee."
    - The remaining length of the lease term determines the value of the tax exemption.
        a) "If the remaining term of the lease is fifty years or more, or the lease permits the lessee to acquire the real property for a nominal sum at the completion of the term, such leasehold interest shall be assessed as if the lessee were the owner. Otherwise, such assessment shall be reduced two percent for each year that the remainder of such term is less than fifty years; however, no such assessment shall be reduced more than eighty-five percent. If the lessee has a right to renew without the consent of the lessor, the term of such lease shall be the sum of the original lease term plus all such renewal terms." Va. Code Ann. § 58.1-3203.

- Current property taxes in Fairfax County.
    - As of 2013, Fairfax County has an annual assessment program where all real property is assessed at 100% of the estimated fair market value as of January 1 of each year. Real estate tax is $1.085 per $100 of assessed value. Tax rates are set annually by the Board of Supervisors.
- Va. Code § 58.1-3201 states, "All real estate, except that exempted by law, shall be subject to such annual taxation as may be prescribed by law." The Code details exemptions that "the governing body of any county, city, or town, may by ordinance" enact (see §§ 58.1-3210, 3211.1, 3219.4; §§ 58.1-3220 et seq.).
- Va. Code Ann. § 58.1-3220 provides for partial exemptions for rehabilitated properties. Va. Code Ann. § 58.1-3221.5 provides for an alternative tax rate option for properties listed on the Virginia Landmarks Register. Many Virginia counties offer partial tax exemptions for rehabilitated and renovated residential and commercial structures. These exemptions vary by county and usually include: age requirement of structure, a percentage increase of the base assessed value, applications by owners, and exemption period time limits. Fairfax County has a version of this, which would need to be reauthorized (it expired in 2010) and amended for the RC program. (See http://www.fairfaxcounty.gov/dta/realestatetax_tax_abat_criteria.htm)
    i. Examples:
        1. Arlington
            a. http://topics.arlingtonva.us/realestate/taxes-payments/exemptions/
        2. Portsmouth
            a. http://www.portsmouthva.gov/forms/rehab_structures_instructions.htm
        3. Roanoke
            a. http://www.roanokeva.gov/85256A8D0062AF37/CurrentBaseLink/N255RS9L166CFIREN

- Considerations: Whether Fairfax County wishes to adopt a partial tax exemption reducing the assessed value of the historic property included in the lease, or reducing the tax rate on such properties.
- Even though the resident curators will not own the property, the trade-off in other RC programs is that, as a condition of the rent-free lease, the resident curators have to pay all expenses associated with the house, including property tax if assessed. The resident curators still receive public services available to normal property owners (road maintenance, etc.). Traditionally, the cost of these services is incorporated into the cost of rent, but because there is no rent under most resident curator lease agreements – or it can be offset by the resident curators' investments in the properties (as in MA) – the counties typically elect to collect property tax. Fairfax County can, however, enact a partial exception.
- Other RC programs.
    - Massachusetts: The only RC program in which some of the cities/towns in which the property is located assesses a tax. The curator is responsible for paying taxes associated with the property. According to the program website, most MA cities and towns currently do not levy property taxes on RC properties.

6.3.2 Potential Legal Issues Relating to RC Program Leases

Introduction

RC program managers provided a consistent impression that the legal formalities are minimal. Maryland, for example, operates without any statute or regulations; its program (the oldest in the country) was initiated in 1982 via a request by a couple who wished to rehabilitate and reside in an historic property. While Massachusetts and Delaware both have RC program legislation, the important features of the programs – criteria for selecting properties, procedures for reviewing curator proposals and applications, standards for ensuring that curators meet their obligations – are developed and policed by the agencies and, more closely, by the program managers. The statutes provide almost no guidance with respect to the programs day-to-day operations, or of the requirements of the curators or properties. To be clear, however, the RC programs use carefully drafted leases or curatorship agreements that have been and continue to be revised, and that are often reviewed by the appropriate legal advisors. (In Delaware, the governor signs off on resident curator leases.)

Program managers and legal advisors counseled that when developing standards and procedures for the proposed RC program in Fairfax County, the county should be certain to be as transparent as possible regarding every possible aspect of the program, regardless of legal technicalities: needs of the available properties, work that will be required, expected financial outlays, terms of the lease, requirements for public access, conditions of default, and so on. The transparency theme was constant and consistent throughout our research and discussions with both program managers and legal advisors at the RC programs.

Lease Terms

Considerations regarding Length of the Lease

- While long-term leases are permissible in Virginia, Va. Code Ann. § 58.1-3203 imposes real property tax on lessees when the lessor does not pay real property tax.
  - If the lease term is greater than 50 years, the lessee must pay the full value of the real property tax.
  - If the lease term is less than 50 years, the real property tax will be reduced by 2% for each year that the remaining lease is less than 50 years, but in no case will the reduction be less than 85%.
- Because the Park Authority, the Board of Supervisors, and the County do not pay real property tax, the length of the lease may be an important consideration for potential tenants—particularly if the size of the rental property is large, or if the improvements to the property substantially increase the value of the property.
- Virginia regulations require a long-term lease for a resident curator to perform rehabilitation work and claim the resulting tax credits.
- Under federal regulations – which likely apply in the absence of applicable Virginia regulations – the federal credits can only be claimed if the property lease length exceeds 39 years for non-residential properties or 27.5 years for residential, provided the substantial rehabilitation test is met.
- The Fairfax County Zoning Ordinance ("Zoning Ordinance") defines an "owner" as "[a]ny person who has legal title to the land in question, or the lessee of the land in question having a remaining term of not less than thirty (30) years."
- The implication is that if a lease term is 30 years or greater, a resident curator would be permitted to apply for the rezoning of the leased premises or a variance without the consent of the lessor. *See* Zoning Ordinance §§ 18-201 and 18-401.

Extensions of Lease Term

An extension of the lease term in the event of a greater than anticipated financial outlay by the tenant may be possible.

- Lease extensions may have to be advertised and negotiated through a competitive bidding process or a request for proposals.
- Additionally, Va. Code Ann. § 15.2-2306 requires that lease terms must be set forth in the ordinance establishing this program.
- It is possible that a lease term could be extended in the event of a greater than anticipated financial outlay by the tenant. However, the method for calculating such an extension would need to be included in the initial lease.

Public Hearing Requirements

- Va. Code Ann. § 15.2-1800 requires that all leases of public property require a public hearing unless that lease is to another public body or subdivision of the Commonwealth.
- Fairfax County Park Authority Policy 210 requires the Fairfax County Park Authority Board to hold a public hearing prior to disposing of any Fairfax County Park Authority property.

Insurance, bonds and leasing responsibilities

Except as otherwise provided by the Zoning Ordinance, RC properties are publically owned and will remain in public ownership during the curator's tenure. Therefore, applicable insurance and bonds will be required for the various project activities and program stages. Certain lease stipulations can affect insurance and long term property protection. Insurance must be coordinated through the Fairfax County, Department of Finance, Risk Management Division. Bonds must be coordinated through the Department of Public Works and Environmental Services.

Insurance:

- Insurance determination: Each individual building along with the proposed work will need to be analyzed to determine all insurance needs. The county will require proof of insurance at the beginning of a project.
- Historic building coverage: Fairfax County insures the building to full historical coverage. The county would continue to insure a historic building that is in a RC program.
- Builder's risk coverage: For major work requiring a licensed contractor, the contractor is responsible to get builders risk coverage.
- Installation floater coverage: For smaller projects, where a building can be used during construction, a contractor is required to get installation floater coverage.
- Renters insurance: The curator will be required to carry renter coverage just like anyone renting a property; minimal general liability for their own personal property.
- Requirement to open to public: Once the county puts open house obligations on the curator, the county is responsible for providing liability insurance for visitors during open houses.
- Use of property: What the property will be used for has an impact on the amount and type of insurance coverage that will be required. The county will need to review for adequate insurance coverage.
- Liability: This coverage is required for third parties on site. The curator is responsible for this for all times except during defined county open houses.
- Curator notice to county: The curator is responsible to give immediate notice to the county if damage occurs to the property. The county may be responsible for the damage, but in no event will indemnify the curator.

Bonds:

- Who must be bonded: Curators must be bonded.
- Bonds: For major projects, where the work is so extensive that the building cannot be used while work is taking place. A bond may be required to protect the public interest. These bonds may take the form of a completion bond/agreement, conservation bond, or a performance bond/agreement. See county website at http://www.fairfaxcounty.gov/dpwes/forms/ under Bonds and Agreements.
- Option bond: Consideration should be given as to whether the county would desire to have bonds posted to insure the proposed work could be finished if the curator walked away from the project or if there was substantial modification from the proposed work and the work had to be redone.

- Scope of work, type of work allowed: To inform both insurance and bond decisions a scope of work will be needed to identify the work the curator is allowed to do, including what can be done without a contractor. The county's Public Facilities Manual may come into play on certain types of work and may need to be consulted. See county web site at: http://www.fairfaxcounty.gov/dpwes/publications/pfm/.

Leasing:

- Assessment of property conditions: Assessment of the property for items such as hazardous materials, lead-based paint, and asbestos are to be done prior to leasing. The county needs to know where the hazards are and has a responsibility to assess the hazards.
- Maintaining property long term: The county should consider asking a potential curator to submit an alternative plan if for some reason the curator is no longer able to maintain a property.
- Condition of occupancy: A lease condition should require that the property be occupied 12 months of the year. The county should consider requiring notice from the curator if he is to be gone more than 14 days at a time so that the county can take care of the property in case of emergency when the curator is gone.
- Repairs to historic building: The county should consider specifying in the lease, who is responsible for undertaking repairs in cases of damage covered by insurance; the county or the curator.

Selection of Curators

- This program will be bound by the Fairfax County Purchasing Resolution.
- In order to determine the specific group of individuals necessary to evaluate potential curators, consult with the Fairfax County Purchasing Resolution and the Fairfax County Department of Purchasing and Supply Management.
- The criteria for evaluating a potential curator must not be discriminatory.

Death of a Curator

- *Carter v. Meadowgreen Associates*, 268 Va. 215, 219, 597 S.E.2d 82, 84 (2004) holds that "[i]n Virginia, the death of a tenant for a fixed term does not terminate a lease in effect at the time of death. The deceased tenant's interest passes to her estate, and her personal representative becomes liable for the rent until the end of the term."
- Accordingly, if a curator dies during the course of a lease, the estate of that curator will continue to hold the lease and be responsible for completing any restoration and continuing the maintenance of the property. If this is not the outcome desired, then the lease should be carefully drafted to provide otherwise.

Divorce of Curators

- In the event that curators are a married couple that divorce during the course of their tenancy, the Court may order a division of the couple's property interests.
- Va. Code Ann. § 20-107.3(C) provides that the Court, in a divorce proceeding, may transfer a party's property interests to the other party.

- Therefore, if only one spouse is a desirable tenant, the lease must clearly provide that only one spouse is the lessee, even if the other spouse, or any of the party's children are also permitted to reside on the property.

Occupancy requirement in the lease

- The purpose of the resident curator program is to hire caretakers for the historic properties to ensure their restoration and continued upkeep. There appear to be no provisions in the Virginia Code that would prevent the lease from containing a term requiring the property to remain occupied a certain number of days per year.
- Additionally, there is nothing discriminatory regarding such a requirement.

Licensing of Contractors

- Virginia Code Ann. § 54.1-1100 *et seq.* governs the licensing of contractors, and sets forth the various licensure requirements for work performed by contractors.
- Additionally, the Virginia Department of Professional and Occupational Regulation sets forth the regulations governing contractors.
- It is important for lessees to know that if the work is of a nature that requires a contractor, the lessee must ensure that a licensed contractor perform the work.

Building Permits

- County Code § 2-1-1 requires that permits must be obtained from Department of Public Works and Environmental Services before all work on county property is undertaken.

COUNTY CODE REVISION

Pursuant to Virginia Code Ann. § 15.2-2306 any resident curator program could not be implemented unless and until the county enacted an ordinance expressly adopting such a program.

7 REVIEW PRELIMINARY COST/BENEFIT ANALYSIS

In order to determine if a resident curator program will be economically beneficial to the county, Fairfax County provided a Cost Benefit Comparison spreadsheet to use in estimating benefits. The three versions include one site, with startup in year one; seven sites, with first startup in year one and one site added every third year until year 19; and 25 sites, with first startup in year one and one site added every other year for 25 years. Based on the compiled research, a greater benefit is established when multiple properties (two or three) enter the program the first year and at least one property enters the program each year afterward. The cost benefit comparison spreadsheet has been modified to reflect these changes. The spreadsheet now shows one site, with startup in year one; two sites, with startup in year one; and 26 sites, with two startups in year one and one site added every year for 25 years.

The information provided in the column titled "Initial County Cost 1 Site" was provided by Fairfax County with the exception of the salary of the RC program manager. During the course of the project, JMA determined that the RC program manager should be a management level position. The salary range for this type of position within Fairfax County has been reflected in the spreadsheet. In addition, the costs provided by the county are from 2011. Using the U.S. government Consumer Price Index (CPI) data with a cumulative rate of inflation of four percent from 2011 to January 2014, JMA adjusted for inflation.

Both Fairfax County Board of Supervisors and Park Authority own and maintain all historic properties included in the Candidate Properties section (Sections 8-9) of this report. This analysis uses the average costs of maintaining and rehabilitating three of these properties. The properties range in size, location, and level of rehabilitation required. The estimated savings or loss is, as stated, an estimate. Information such as the property tax collected by Fairfax County from the curator has not been included in the analysis at this time.

The purpose behind the three versions now shown in the spreadsheet is to better understand when the program, with the variable as indicated, displays an economical benefit. With only one property in the program, the program itself costs more than the rehabilitation and maintenance of a property. Once the second property is added, the program becomes economically beneficial. Obviously, there will be some fluctuations for properties that cost more or less than the three used for the analysis.

The purpose of showing a total of 26 properties in 25 years is to understand the maximum economical benefit the program can achieve. JMA recommends 26 as the maximum number of properties for one program manager. This information is in line with our research of other programs.

In Figure 2, "Initial County Cost" is defined as the cost to initiate the work. This may take place over more than one year. In this table, under "Estimated County Expense for Resident Curator Program," "Start-up and Contingency Funds" include marketing, utility hook-up, hazardous material remediation or other required site preparation. The initial estimated cost is the initial cost plus an additional $2,600 - $4,160 per property per year over 25 years.

County Funded Rehabilitation and Life Cycle Maintenance Expense Compared with a Resident Curator Program (January 2014 Dollars)

Current Estimated County Expense for Rehabilitation and Maintenance

Cost Categories	Initial County Cost for 1 site	Projected Cost for 1 site for 25 years		Initial County Cost for 2 sites	Projected Cost for 2 sites for 25 years**		Initial County Cost for 26 sites	Projected Cost for 26 sites for 25 years***
Salaries:								
Admin	6,240 to 9,360	156,000 to 234,000		12,480 to 18,720	300,000 to 450,000		162,240 to 243,360	4,056,000 to 6,084,000
Facilities Maintenance	3,120 to 26,000	78,000 to 650,000		6,240 to 52,000	156,000 to 1,300,000		81,120 to 676,000	2,028,000 to 16,900,000
Utilities	5,075	126,875		10,150	253,750		131,950	3,298,750
Grounds Maintenance	1,965	49,125		3,930	98,250		51,090	1,277,250
Conditions Assessment ****	36,400 to 52,000	36,400 to 52,000		72,800 to 104,000	72,800 to 104,000		946,400 to 1,352,000	946,400 to 1,352,000
Rehabilitation Cost****	301,575 to 346,635	301,575 to 346,635		603,150 to 693,270	603,150 to 693,270		7,840,950 to 9,012,510	7,840,950 to 9,012,510
A & E (20%)****	60,315 to 69,330	60,315 to 69,330		120,630 to 138,660	120,630 to 138,660		1,568,190 to 1,802,580	1,568,190 to 1,802,580
Contingency (30%)****	90,475 to 103,990	87,000 to 100,000		180,950 to 207,980	180,950 to 207,980		2,352,350 to 2,703,740	2,352,350 to 2,703,740
Permits/Inspections****	3,120 to 5,200	3,120 to 5,200		6,240 to 10,400	6,240 to 10,400		81,120 to 135,200	81,120 to 135,200
Life Cycle Maintenance and Repair*	18,685 to 23,195	467,125 to 579,875		37,370 to 46,390	934,250 to 1,159,750		485,810 to 603,070	12,145,250 to 15,076,750
TOTAL	**526,970 to 642,750**	**1,365,535 to 2,213,040**		**1,053,940 to 1,285,500**	**2,726,020 to 4,416,060**		**13,701,220 to 16,711,500**	**35,594,260 to 57,642,780**

Estimated County Expense for Resident Curator Program

Cost Categories	Initial County Cost for 1 site	Projected Cost for 1 site for 25 years		Initial County Cost for 2 sites	Projected Cost for 2 sites for 25 years**		Initial County Cost for 26 sites	Projected Cost for 26 sites for 25 years***
Salary RC Program Manager	60,000 to 100,000	1,500,000 to 2,500,000		60,000 to 100,000	1,500,000 to 2,500,000		60,000 to 100,000	1,500,000 to 2,500,000
Condition Assessment Report with Treatment Plan****	36,400 to 52,000	36,400 to 52,000		72,800 to 104,000	72,800 to 104,000		72,800 to 104,000 year 1 36,400 to 52,000 year 2-25	946,400 to 1,352,000
Start-up and Contingency Funds	52,000 to 84,000	117,000 to 188,000		104,000 to 168,000	234,000 to 376,000		1,352,000 to 2,184,000	2,262,000 to 3,652,000
TOTAL	**148,400 to 236,000**	**1,653,400 to 2,740,000**		**236,800 to 372,000**	**1,806,800 to 2,980,000**		**1,484,800 to 2,388,000 year 1 1,448,400 to 2,336,000 year 2-25**	**4,708,400 to 7,504,000**

Comparison of Estimated County Expense: Rehabilitation and Maintenance vs. Resident Curator Program

Cost Categories	Initial County Cost for 1 site	Projected Cost for 1 site for 25 years		Initial County Cost for 2 sites	Projected Cost for 2 sites for 25 years**		Initial County Cost for 26 sites	Projected Cost for 26 sites for 25 years***
Estimated County Expense for Rehabilitation and Maintenance	526,970 to 642,750	1,365,535 to 2,213,040		1,053,940 to 1,285,500	2,726,020 to 4,416,060		13,701,220 to 16,711,500	35,594,260 to 57,642,780
Estimated County Expense for Resident Curator Program	148,400 to 236,000	1,653,400 to 2,740,000		236,800 to 372,000	1,806,800 to 2,980,000		1,484,800 to 2,388,000 year 1 1,448,400 to 2,336,000 year 2-25	4,708,400 to 7,504,000
Estimated County SAVINGS (LOSS)	**378,570 to 406,750**	**(287,865) to (526,960)**		**817,140 to 913,500**	**919,220 to 1,436,060**		**12,216,420 to 14,323,500 year 1 12,252,820 to 14,375,500 year 2-25**	**30,885,860 to 50,138,780**

* Life Cycle Maintenance refers to the total cost of ownership over time. Costs include: financial (e.g. insurances, etc.), environmental considerations (e.g. natural disaster, fire, etc. repair), unanticipated maintenance, other operational costs, and unforeseen renewal and rehabilitation (e.g. chimney repair, etc.)

** Assume: Two site startups in year one

*** Assume: Two site startups in year one and one site added every year for 25 years, ending with a 26th site

**** Assume: One time cost per property in a 25 year period

Figure 2: Cost Benefit Analysis Chart

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CANDIDATE PROPERTIES

8 PROPERTY ELIGIBILITY REQUIREMENTS FOR INCLUSION IN THE PROGRAM

8.1 Enabling Legislation Criteria

Virginia enabling legislation requires a property to be historic and publically owned.

- Properties listed in or determined eligible for listing in the Fairfax County IHS is the threshold recommended to be used for a property to be considered historic
- The property shall be publicly-owned

Heritage Resource Staff at the Department of Planning and Zoning are responsible for determining the eligibility of properties for listing in the IHS. To be considered eligible, a property must meet established criteria for significance. These criteria can be found on page one of the Fairfax County IHS Individual Property Nomination Form located online at http://www.fairfaxcounty.gov/dpz/historic/ihs/forms/.

8.2 Ranking Criteria

JMA recommends the following criteria be established to rank properties in order to determine the order in which each property should enter the program, if established. These criteria could also be used to determine the eligibility of properties for the program that are not currently identified in this list. The following factors should be considered when ranking the properties:

- Property is underutilized (1 point)
- Need for substantial rehabilitation (1 to 3 points)
    - JMA recommends a minimum curator investment of $150,000. Anticipated curator investment for properties in this program ranges from $155,000 to $405,000.

- The condition of the property can range significantly. Three points are awarded to buildings in average and fair condition since they are still in reasonable condition, but need work, need to have the work performed earlier rather than later, and are most desired by the government agency to have the work completed. These buildings also have the highest potential to benefit from the program. One point is awarded to properties in good condition since they need little work. Two points are awarded to properties in poor condition since they need extensive work and may be the most difficult projects to accomplish.
    - Good Condition (1 point)
        - The building is intact and structurally sound.
        - There is little or no observable damage.
        - It needs only minor or routine maintenance.
    - Average Condition (3 points)
        - The building is intact and structurally sound.
        - There is little or no observable damage.
        - Some evidence of deferred maintenance with minor repairs needed.
    - Fair Condition (3 points)
        - The building is intact but may have some structural damage.
        - There is a great deal of observable damage.
        - Replacement of features and elements are required.
        - Deferred maintenance is obvious.
    - Poor Condition (2 points)
        - The building is intact but appears to have severe structural damage.
        - There is significant observable damage with elements and features missing.
        - Excessive deferred maintenance is obvious.
        - Structure requires major repair or rehabilitation.

- Public interest (1 point)
    - Property mentioned at public meetings
    - Fairfax County telephone calls and/or emails to Fairfax County regarding the property
    - Groups or organizations have presented proposals for the property
- Integrity (1 point each/ 7 points maximum)
    - <u>Location</u>: place where the historic property was constructed or the place where significant historic event occurred.
    - <u>Design</u>: the combination of elements that create the form, plan, space, structure, and style of a property.
    - <u>Setting</u>: physical environment of a historic property. The physical features can be either natural or manmade, and may include the following:
        - Topographic features;
        - Vegetation;
        - Simple manmade features (paths or fences); and
        - Relationships between buildings and other features or open space.
    - <u>Materials</u>: physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
    - <u>Workmanship</u>: physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

    - Feeling: property's expression of the aesthetic or historic sense of a particular period of time.
    - Association: the direct link between an important historic event or person and a historic property.
    - For more information go to http://www.cr.nps.gov/nr/publications/bulletins/nrb15/nrb15_8.htm
- No direct or immediate use, either currently or in the foreseeable future (1 point)
    - The County does not have, or know of, plans that will alter the property setting
- Utilities are connected or available (1 point each / 3 points maximum)
    - Water
    - Electric
    - Sewer (or septic)
- Access to the property (1 point)

9 POTENTIAL FAIRFAX COUNTY PROPERTIES

The Fairfax County Park Authority (FCPA) was established in 1950 as a separate Authority which oversees more than 23,000 acres of parkland in the County. The Park Authority owns numerous historic properties on parkland. These are separately maintained by the Park Authority. Other historic properties in the County belong to other departments or agencies under the oversight of the Board of Supervisors. These are separately maintained by the Facilities Management Department.

Fairfax County provided a list of potential candidate properties to be evaluated for inclusion in a potential RC program. Information on each property has been provided by the Fairfax County Park Authority and the Department of Planning and Zoning, organized, and ultimately ranked to determine the properties that will result in the greatest immediate benefit from the program. The list of potential candidate properties is not an exhaustive list of all county-owned properties that may be eligible. It provides a basis for evaluation for the purpose of this study. The same applies to the current property ranking. The ranking serves as a basis and would require re-evaluation if a program is initiated. Refer to Figure 6 (Section 9.2) for the Property Ranking Table.

9.1 Candidate Properties

Refer to Figure 3 for an overview of each of the proposed candidate properties.

Legend

Owner
BOS = Board of Supervisors
FCPA = Fairfax County Park Authority

Historic
IHS = Fairfax County Inventory of Historic Sites
NR = National Register of Historic Places

Development Plans or Restrictions
HOD = Historic Overlay District
MOA = Memorandum of Agreement
**Parks Plan at http://www.fairfaxcounty.gov/parks/plandev/mparchives.htm

Land Use Codes
DU/AC = dwelling units per acre

Zoning Codes (see zoning ordinance at http://www.fairfaxcounty.gov/dpz/zoningordinance/
C-5 = Commercial neighborhood retail
PDC = Planned development commercial
PDH-12 = Planned development housing 12 units per acre
R-# = Residential # dwelling unit per acre
RC = Residential conservation 1 dwelling unit per 5 acres
RE = Residential estate

Building Data
* = Building data from Department of Tax Administration

		Basic Property Information				
	Building Name (alphabetical order)	**Address**	**Tax Map #**	**Park**	**Supervisor District**	**Owner**
1	Ash Grove	8881 Ashgrove House Lane, Vienna	28-2 ((13)) B	Ash Grove Historic Site	Hunter Mill	FCPA
2	Banks Property	7400 Old Telegraph Road, Alexandria	91-4 ((1)) 21, 23-24	Olander and Margaret Banks Neighborhood Park	Lee	FCPA
3	Barrett House	Furnace Road, Lorton	107-3 ((1)) 19	Laurel Hill Park	Mt. Vernon	FCPA
4	Clark House	6332 Barcroft Mews Drive, Falls Church	61-3 ((19)) A	Clark House Park	Mason	FCPA
5	Dranesville Tavern	11919 Leesburg Pike, Herndon	6-3 ((1)) 19	Dranesville Tavern Historic Site	Dranesville	FCPA
6	Ellmore Farm	2739 West Ox Road, Herndon	25-1 ((1)) 30	Frying Pan Farm Park	Hunter Mill	FCPA
7	Gabrielson House	2514 Leeds Road, Oakton	37-1 ((3)) 7	Difficult Run Stream Valley Park	Sully	FCPA
8	Hannah P. Clark House (Enyedi House)	10605 Furnace Road, Lorton	113-3 ((1)) 19A	Old Colchester Park and Preserve	Mt. Vernon	FCPA
9	Hunter House	9537 Courthouse Road, Vienna	48-1 ((1)) 74	Nottoway Park	Providence	FCPA
10	Lahey Lost Valley House	9750 Brookmeadow Drive, Vienna	28-3 ((1)) 8	Lahey Lost Valley Park	Hunter Mill	FCPA
11	Lamond House	7509 Fort Hunt Road, Alexandria	93-4 ((1)) 3	McCutcheon Park	Mt. Vernon	FCPA
12	Laurel Hill Barn - Feed Barn #1 (at Hole 11)	Laurel Hill Golf Course, 8701 Laurel Crest Drive, Lorton	107-3 ((1)) 19	Laurel Hill Golf Course	Mt. Vernon	FCPA
13	Laurel Hill Barn - Barn at Nursery Green	Laurel Hill Golf Course, 8701 Laurel Crest Drive, Lorton	107-3 ((1)) 19	Laurel Hill Golf Course	Mt. Vernon	FCPA
14	Lewinsville House	1659 Chain Bridge Road, McLean	30-3 ((1)) 65	Lewinsville Park	Dranesville	FCPA
15	McDannald House	11903 Leesburg Pike, Herndon	6-3 ((1)) 31C	Dranesville Tavern Historic Site	Dranesville	FCPA
16	Middlegate House Apartment	5235 Walney Road, Centreville	54-2 ((1)) 2	Ellanor C. Lawrence Park	Sully	FCPA
17	Minnick House	10419 Old Colchester Road, Lorton	113-4 ((1)) 40	Mason Neck West Park	Mt. Vernon	FCPA
18	Mount Gilead House	5635 Mount Gilead Road, Centreville	54-4 ((1)) 38A	Mount Gilead Park	Sully	FCPA
19	Physician's House (Lipscomb House)	Unnamed Service Road, Lorton	106-4 ((1)) 57	n/a	Mt. Vernon	BOS
20	Pimmit Barn	1845 Cherri Drive, McLean	40-1 ((3)) 496	n/a	Dranesville	FCPA
21	Purple House	720 Walker Road, Great Falls	13-1 ((1)) 1	n/a	Dranesville	BOS
22	Stempson House	Furnace Road, Lorton	107-3 ((1)) 19	Laurel Hill Park	Mt. Vernon	FCPA
23	Stone Mansion	3900 Stoneybrooke Drive, Alexandria	92-2 ((22)) C	Stoneybrooke Park	Lee	FCPA
24	Turner Farm House	10609 Georgetown Pike, Great Falls	12-1 ((1)) 24C	Turner Farm Park	Dranesville	FCPA

Figure 3: Proposed Candidate Properties, Basic Property Information

		Planning and Status				
	Building Name (alphabetical order)	**Current Use**	**Historic Status**	**Development Plans and/or Restrictions**	**Land Use**	**Zoned**
1	Ash Grove	Underutilized	IHS	**2000 - restore/renovate for tenant caretaker/special events venue	1-2 DU/AC	PDH-12
2	Banks Property	Underutilized	not evaluated	**2011 - no specific plans for house	public parks	R-1
3	Barrett House	Underutilized	IHS, NR	Lorton Correctional Facility MOA; **2004 - renovate for caretaker apartment	public parks	RC
4	Clark House	Event rental venue with apartment	IHS	Not known	public parks	R-8
5	Dranesville Tavern	Event rental venue	IHS, NR	Historic property in Dranesville Tavern HOD	public parks	R-1
6	Ellmore Farm	Underutilized	IHS, NR	Use not specified in plans	2-3 DU/AC	R-1
7	Gabrielson House	Residential rental	IHS	Not known	public parks	RE
8	Hannah P. Clark House (Enyedi House)	Underutilized	potentially IHS eligible	None	.2-.5 DU/AC	R-1
9	Hunter House	Event rental venue	IHS	**2004, 2013 - special events venue/rental	public parks	R-1
10	Lahey Lost Valley House	Underutilized	IHS	**2002 - tenant and/or small group gathering	.5-1 DU/AC	R-1
11	Lamond House	Underutilized	IHS	**2002-adaptive reuse - event rental/tenant caretaker	public parks	R-2
12	Laurel Hill Barn - Feed Barn #1 (at Hole 11)	Underutilized	NR eligible, not evaluated for IHS	Lorton Correctional Facility MOA	public parks	RC
13	Laurel Hill Barn - Barn at Nursery Green	Underutilized	not evaluated for IHS	Not known	public parks	RC
14	Lewinsville House	Staff Offices	IHS	Not known	public parks	R-3
15	McDannald House	Underutilized	not evaluated	Contributing property in Dranesville Tavern HOD	public parks	R-1
16	Middlegate House Apartment	Underutilized	IHS	Not known	public parks	R-1
17	Minnick House	Underutilized	IHS	None	.2-.5 DU/AC	R-1
18	Mount Gilead House	Residential rental	IHS	Historic property in Centerville HOD	mixed use	PDC
19	Physician's House (Lipscomb House)	Underutilized	IHS, NR	Lorton Correctional Facility MOA	public facilities	RC
20	Pimmit Barn	Nonprofit rental	IHS eligible	None	3-4 DU/AC	R-4
21	Purple House	Underutilized	not evaluated	None	retail and other	C-5
22	Stempson House	Underutilized	IHS, NR	Lorton Correctional Facility MOA; **2004 - renovate for caretaker apartment	public parks	RC
23	Stone Mansion	Event rental venue and caretaker apt.	IHS	Not known	public parks	R-3
24	Turner Farm House	Underutilized	IHS	None	.5-1 DU/AC	R-1

Figure 4: Proposed Candidate Properties, Planning and Status

		Building Data					
	Building Name (alphabetical order)	**Square Footage**	**Electricity**	**Gas**	**Water**	**Sewer**	**Condition assessment performed?**
1	Ash Grove	2988*	connected	connected	connected*	connected*	None
2	Banks Property	3722*	connected	not avail*	available	not avail*	None
3	Barrett House	2290	available	not avail	available	available	Historic Structure Report Feb. 2007
4	Clark House	3292*	connected	connected	connected*	connected*	Historic Restoration Plan 1993
5	Dranesville Tavern	3150*	connected	connected	connected	connected	Historic Structures Report 1978
6	Ellmore Farm	3188*	connected	connected	connected	connected	Historic Structures Report 2011
7	Gabrielson House	1674*	connected	available*	connected	available	None
8	Hannah P. Clark House (Enyedi House)	1381*	connected	connected*	available	septic	Preliminary Historic Structures Report May 2013
9	Hunter House	3133*	connected	connected	connected*	connected*	None
10	Lahey Lost Valley House	1102*	connected	not avail	connected	connected*	None
11	Lamond House	4089*	connected	not avail	connected*	connected*	Historic Garden Treatment Plan
12	Laurel Hill Barn - Feed Barn #1 (at Hole 11)	?	available	None*	available	available	None
13	Laurel Hill Barn - Barn at Nursery Green	?	available	None*	available	available	None
14	Lewinsville House	4634*	connected	propane	available	not avail	None
15	McDannald House	2736*	connected	connected	connected	connected*	None
16	Middlegate House Apartment	660	connected	not avail	connected	connected	None
17	Minnick House	1544*	connected	not avail	connected	septic	Historic Structures Report 2009
18	Mount Gilead House	3760*	connected	propane	connected	septic field	Cultural landscape Report April 2006
19	Physician's House (Lipscomb House)	2900	may need new connection	may need new connection	may need new connection	available	Historic Structure Report June 2009
20	Pimmit Barn	5760*	connected	not avail*	connected*	connected*	None
21	Purple House	1584*	connected	connected	connected	septic	None
22	Stempson House	1500	unknown	not available - oil	available	unknown	Historic Structure Report Nov. 2006
23	Stone Mansion	4168*	connected	available*	connected*	connected*	None
24	Turner Farm House	3216*	connected	connected*	connected*	unknown	Preliminary Historic Structures Report 2011

Figure 5: Proposed Candidate Properties, Building Data

9.2 Property Ranking

Given the criteria outlined in the Ranking Criteria section, the following spreadsheet, once completed by Fairfax County, can be used to help the program team determine the order in which properties are available through the RC program. With the exception of "Condition," there is one point per category. Once the condition of a property has been assessed, the property will receive a rating ranging from good to poor with the following point allowance:

Condition:

Good Condition:	1 point
Average Condition:	3 points
Fair Condition:	3 points
Poor Condition:	2 points

Properties that are not marked as historic have not been evaluated as to their eligibility for inclusion in the Fairfax County IHS. If these properties are later determined eligible for the IHS or the National Register of Historic Places, these properties will be ranked appropriately.

The following spreadsheet is shown with the current total points, highest to lowest. Properties with equivalent point amounts are listed in alphabetical order. JMA recommends beginning with the property having the highest total point value as these properties are most likely to result in the greatest immediate benefit from the program.

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Property	Prerequisites	Historic (min. - IHS eligible)	Publically Owned	Additional Criteria	Underutilized / No Planned Use	Condition (1-3)	Public interest	Integrity	Location	Design	Setting	Materials	Workmanship	Feeling	Association	Utilities in Place	Electricity	Water	Sewer	Access to site	Total
Barrett House		x	x		x	3	x		x	x	x	x	x		x		x(a)	x(a)	x(a)	x	17
Lahey Lost Valley House		x	x		x	3			x	x	x	x	x	x	x		x	x	x	x	17
Gabrielson House		x	x		x	3	x		x	x	x	x			x		x	x	x(a)	x	16
Lamond House		x	x		x	1			x	x	x	x	x	x	x		x	x	x	x	15
Mount Gilead House		x	x		x	1			x	x	x	x	x	x	x		x	x	x(s)	x	15
Physician's House		x	x		x	2			x	x	x	x	x		x		x(a)	x(a)	x(a)	x	15
Stempson House		x	x		x	3	x		x	x	x	x	x		x		unk.	x(a)	unk.	x	15
Ash Grove		x	x		x	3	x		x					x	x		x	x	x	x	14
Hannah P. Clark House (Enyedi House)			x		x	3					x	x	x	x	x		x	x(a)	x(s)	x	14
Hunter House		x	x		x	3			x	x	x	x					x	x	x	x	14
Minnik House		x	x		x	1			x	x	x	x	x	x			x	x	x(s)	x	14
Turner Farm		x	x		x	2	x		x		x		x	x	x		x	x	unk.	x	14
Middlegate House		x	x		x	3			x	x			x				x	x	x	x	13
Banks Property			x		x	2	x		x		x	x		x	x		x	n.a.	n.a.	x	12
Ellmore Farm		x	x		x	3			x	x							x	x	x	x	12
Lewinsville House		x	x		x	3			x	x			x				x	x(a)	n.a.	x	12
Pimmit Barn		x	x		x	3			x	x							x	x	x	x	12
Dranesville Tavern		x	x		x	1				x		x	x				x	x	x	x	11
Laurel Hill Feed Barn #1		x	x		x	2			x	x		x					x(a)	x(a)	x(a)		11
Stone Mansion		x	x		x	3			x								x	x	x	x	11
Clark House		x	x		x	1				x			x				x	x	x	x	10
Laurel Hill Barn @ Nursery			x		x	2			x	x		x					x(a)	x(a)	x(a)		10
Purple House			x		x	2	x		x								x	x	x(s)	x	10
McDannald House			x		x												x	x	x	x	6

Legend

(a) = available
(s) = septic
n.a. = not available
unk. = unkown
(?) = needs verification

** Properties that are not marked as historic have not been evaluated. They may be eligible for the Fairfax County Inventory of Historic Sites or the National Register of Historic Places. If determined eligible, these properties will be ranked appropriately.

Figure 6: Property Ranking Table

PROCEDURAL MANUAL

10 RECOMMENDATIONS FOR PROGRAM DEVELOPMENT

10.1 Summary of Recommendations

The Procedural Manual was developed to guide Fairfax County through the establishment of a potential RC program. The recommendations included in the manual are primarily based upon conclusions drawn from the research of existing RC programs. The research conclusions presented in the manual are based upon JMA's assessment of best practices.

Step 1. Resolve Issues

There are several issues which need to be resolved prior to initiating a viable RC program. These issues are outlined in the Conclusions and Recommendations, Section 20.

Step 2. Sufficient Funding Required

Fairfax County has a stewardship mission of preserving and maintaining historic resources. Although the primary goal of a Fairfax County RC program is historic preservation, the county is interested in developing a program as a fiscally responsible way to utilize the inventory of historic properties. A RC program has the ability to preserve historic resources using minimal fiscal resources.

Although the county anticipates financial benefits associated with the development of a RC program, sufficient funding is necessary in order to initiate and continue a program. Sufficient funding to support additional staffing, administrative costs, and preliminary property assessments are examples of the need for funding.

The Procedural Manual includes criteria for the selection of candidate properties, recommendations for managing the program, and considerations for the selection of curators. The manual summarizes the steps involved in establishing a RC program, listed in chronological order. The following is an outline with each item more fully developed in the sections that follow:

1. Program Administration

The development and administration of the RC program will be housed within the existing framework of the Fairfax County Government organizational chart. The selected department or organization (agency) will be responsible for oversight; the program will be developed and administered by the following:

- Fairfax County RC Program Team
- Program Manager
- Program Staff
- Resource Team

The RC program will be primarily administered by the program manager, a full-time county employee who oversees the day-to-day management of the program. Major decisions, for example finalizing the buildings to be included in the program, curator selection and long-term program planning, will be resolved by the program team. A group of professionals committed to the routine involvement necessary for the program to be successful, the program team will work with the program manager to oversee the broad operation of the program.

As needed, additional individuals will be called upon to advise in their area of expertise. These individuals will comprise a resource team of professionals who are familiar with the program and have agreed to assist as necessary.

Program administration also includes a break-down of responsibilities for Fairfax County and the curator and a list of necessary paperwork.

2. Property Selection

Following established criteria, the program manager and the program team will finalize the property(ies) to be included in the program and ensure that all the necessary studies and documentation are completed.

3. Marketing the Program

The program manager will be responsible for overseeing general marketing for the RC program and specific marketing for individual properties as they become available for curatorship.

4. Request for Proposal (RFP)

Once a property is available for curatorship, a RFP will be issued to the general public. The goal of the RFP is to lead to the selection of the ideal curator for the property.

5. Selection of Curators

Marketing to and selecting the right curator for each property is essential to the success of the RC program. The program manager and program team will evaluate prospective curators utilizing a list of characteristics, skills and available resources of the ideal curator.

Each prospective curator will develop a work plan for the rehabilitation of the property. The work plan and the leasing agreement are legally binding documents directing the curator throughout the curatorship.

6. Work Plan

The work plan outlines the rehabilitation work to be completed, designates who will carry out the work, and provides a schedule. Prospective curators submit a proposed work plan as part of the RFP process.

7. Leasing Agreement

RC leasing agreements detail the relationship between the curator and the county specifying each party's responsibility with respect to the property. The agreements also detail criteria for the curator and the county and may provide additional details in reference to the county code, ordinance, and regulations. The final approved work plan will be part of the leasing agreement.

8. Managing the Program

Recommendations for the ongoing management of the RC program.

9. Options Once Building is Rehabilitated

As part of the long-term planning, the program manager and program team will establish a plan for what to do with properties once they have been rehabilitated and maintained through the RC program.

11 PROGRAM ADMINISTRATION

11.1 Recommendations Related to County Agency Administering RC Program

JMA recommends that the RC program be administered by a program manager with the assistance of a program team. Information relevant to the program manager and program team is outlined in the sections that follow.

JMA was asked to recommend an existing Fairfax County Government department, agency, or authority to house the development and administration of the RC program. JMA envisions that the program manager would be a full-time employee of the agency and would be able to utilize the existing resources within the agency.

It is JMA's recommendation that the RC program be primarily administered through the Fairfax County Park Authority. In addition to possessing knowledge of the properties, the Park Authority is the owner of the majority of buildings to be offered for curatorships, and, in many cases, the owner of adjacent parklands. The Park Authority is tasked with the ongoing stewardship of natural and cultural resources. The Mission Statement for the Park Authority and the list of values, principles and standards identified by the organization support the involvement of the Park Authority in the RC program. The Park Authority also has experience drafting and administrating leasing agreements.

It is strongly recommended that the Park Authority work closely with other Fairfax County departments in the establishment and administration of the RC program. There are several departments within the county government which have the potential to contribute within their area of expertise and lend a supportive role to the program. For example, as any leasing agreement is a legal, binding document, it is essential the County's legal council, the Office of the County Attorney, be involved in finalization of individual leases. As an additional example, the involvement of the Department of Planning and Zoning (county agency with historic preservation responsibilities, agency associated with the Architectural Review Board (ARB), the History Commission, Historic Overlay Districts, and IHS) would be pivotal to the success of the program.

If the county decides not to administer the RC program through the Park Authority, other alternatives could be considered, including other departments or organizations.

11.2 Fairfax County RC Program Team

JMA recommends that the initiation and development of the RC program be undertaken by a large, multi-disciplinary group, referred to as the Program Team. The success of a RC program depends in part on the development and support of a strong program team. The program team will be responsible to:

- Set long-term goals for the RC program
- Provide ongoing management for the program
- Develop criteria for property inclusion
- Establish schedule for properties to be included in the program
- Review proposals, interview and select curators
- Oversee production of all necessary documents

Members of the program team could be state or county employees, independent contractors, appointees, or citizens. Key program team members include the following:

Program Manager

- Coordinate the evaluation and selection of properties
- Coordinate the marketing and solicitation process for a curator
- Coordinate the evaluation and selection of a curator
- Manage the implementation of the project throughout the term of the agreement

Legal Advisor

- Aid in development of the program standards, procedures and documents, including leasing agreements
- Ensure that the interests of the property and county are protected

Architect and/or person with construction knowledge

- Initial conditions assessments
- Review documentation related to the proposed work plan submitted by prospective curators as part of the application process
- Provide advice on the rehabilitation plan and throughout the rehabilitation and maintenance phases of the agreement

Financial Advisor

- Facilitate any expenditures for marketing, stabilization or professional conditions assessments
- Review financial documentation submitted by prospective curators as part of the application process

Qualified Historic Preservation Professional (one of the previously listed program team members may fulfill this requirement)

- Review documentation related to the proposed work plan submitted by prospective curators as part of the application process
- Provide counsel regarding *The Secretary of the Interior's Standards for the Treatment of Historic Properties*
- Provide advice on the rehabilitation plan and throughout the rehabilitation and maintenance phases of the agreement

History Commission Representative

- Liaison between the RC program and the Fairfax County History Commission

11.3 Program Manager

JMA recommends that one person, the program manager, be actively involved in the day-to-day management of the RC program. Additional support staff can be added if necessary, due to program growth, over time.

Staffing is directly tied to the number of properties actively in the program. The more dedicated staff, the more properties that can be leased and/or be in the process of being leased. Typically, staffing limitations impact the rate at which properties can be available for lease. Most existing RC programs have numerous properties which are not actively in the program but could be. And with many entities continuing to acquire additional property, the existing backlog of properties continues to grow. Limited staff for management, limited funds for initial stabilization, and difficulties finding potential curators are all prohibitive factors in increasing the number of properties actively in the program. Fairfax County's staffing requirements may increase as additional properties that meet the criteria for inclusion in the RC program are added to the county inventory of potential properties.

Generally, research indicated that, during the first few years of a property lease the program manager is actively managing the curator(s) and the property. Using Massachusetts as an example, the program manager currently has twenty properties leased; seven of the leases are major rehabilitation projects, with the additional thirteen leases in the maintenance phase. Of note, once the major rehabilitation work on a property has been completed and the property enters into the less active maintenance phase, the curator essentially assists in the management of the property. This is a huge benefit of the program which is often overlooked.

Necessary Qualifications

The program manager will be a full-time, management level position and will require sufficient additional funding in order to initiate and continue a program. Generally, the job description for a program manager will include: enforcing program regulations, policies and procedures; reviewing and evaluating proposed

rehabilitation work; and inspecting work in process and completed work. Necessary qualifications of a program manager include:

Historic Preservation

- Advocate for the preservation of historic buildings
- Knowledge of historic structures, materials, and construction/restoration practices
- Understanding of *The Secretary of the Interior's Standards*
    - Thorough knowledge of nationally accepted historic preservation standards, and the ability to interpret those rules and regulations independently and accurately
- Familiarity with current techniques and practices regarding the interpretation of historic sites and structures
- Familiarity with NPS Preservation Briefs
- Familiarity with the impacts to archaeological resources by ground disturbance

Management Skills

- Negotiation / Diplomacy
    - Tact and diplomacy necessary to deal with difficult situations and individuals
    - Ability to negotiate and implement acceptable solutions to complex and controversial problems in a timely and professional manner
- Excellent oral and written communication skills
- Project management experience
- Works well as part of a team
- Ability to work with people with differing skill sets

Skills Specifically Relevant to a RC Program

- Marketing skills
- Familiarity with property management
- Understanding of real estate law
- Knowledge of historic preservation planning, regulations, and law
- Familiarity with home inspection procedures, building codes, site plans, and zoning regulations
- Experience with lease negotiations and the RFP process
- Knowledge of Fairfax County, managing department's policies and procedures
    - Understanding of County rules and regulations, and the ability to interpret those rules and regulations accurately in working with effected departments
- Awareness of existing RC programs
- Knowledge of Americans with Disabilities Act

Outline of RC Program Manager Duties

- Evaluate work plans, oversee and monitor property rehabilitation
- Chair of Program Development Team and Program Team committee
- Develop and implement annual RC program goals and program budget (including candidate properties)
- Organize and conduct meetings and presentations with Fairfax County staff, special interest groups, and the general public

- Develop a plan of action to negotiate often complex and controversial issues (for the program as a whole)
- Collect data to complete draft property assessment of candidate properties. Data may include historic research, planning documents, information on repairs, improvements or other work previously completed on the property, and prior condition evaluations.
- Prioritize selection of candidate properties with program team
- Develop a preliminary Scope of Work for use in preparing and evaluating proposals for the rehabilitation and long-term lease of individual candidate properties
- Plan and execute open houses for properties available for long-term lease
    - Write press releases (work with FC media relations/Office of Public Affairs)
    - Mail/forward announcements to interested parties
- Evaluate curatorship long-term lease proposals for completeness and adherence to historic preservation standards; provide RC program team with recommendations on potential curators
- Finalize selection of curator(s) with program team
- Work to prepare draft lease and property management plan specific to property and curator(s); work with County Attorney's office to finalize leasing agreement with chosen curator(s)
- Inspect properties under curatorship to ensure compliance with approved work plan, the program, and historic preservation requirements; oversee rehabilitation projects to enforce historic preservation standards
- Manage contracts and conduct coordinated inspections on design and construction projects relative to property rehabilitations to ensure compliance with applicable building codes and local development regulations (curator(s) are responsible for obtaining all necessary permits and passing all applicable inspections)
- Determine when requirements of the lease agreement have or have not been fulfilled; decide that curators are/are not adequately proceeding with work on their curatorship building, or are/are not adequately maintaining the building and grounds
- Conduct follow-up action as required, with regards to curators and lease terms

Additional Duties

- Manage program media relations, marketing materials and documents, working with Fairfax County media relations/ Office of Public Affairs
- Oversee and update RC program website
- Respond to inquiries

11.4 Program Staff

As the RC program grows and thrives, additional staff may be added to assist the program manager. In part, program staffing needs could depend on the involvement of field staff in helping with the management of day-to-day issues potentially impacting the program.

Eventually, the number of properties in a RC program is dependent on the number of people involved in administering the program. For example, the time involved in physically visiting properties on a regular (at least annual) basis needs to be considered.

11.5 Resource Team

A broader group of professionals, referred to as the Resource Team, will be called upon to advise in their area of expertise as needed. Involved as requested by the program manager or the program team, JMA recommends utilizing the following resources:

- Land acquisition specialist
- Architectural Review Board members or representative
- Representative(s) from Fairfax County Department of Planning and Zoning
    - Including zoning expert to consult in determining any potential barricades
- County Executive Office representative
- Fairfax County Park Authority, Planning and Design Development
- VDHR representative
- Property manager, field staff, where applicable
- Archaeologist
- Real estate professional
- Fairfax County ADA specialist
- Additional technical experts
    - Initial conditions assessments
    - Provide advice on the rehabilitation plan and throughout the rehabilitation and maintenance phases of the agreement

11.6 Responsibilities of the County and Curator

General County Responsibilities

- Provide staff
    - Program manager
    - Program team
    - Resource team
- Provide properties for the program
- Complete assessments of the properties prior to entering them into the program
- Fairfax County may decide to complete upgrades that would otherwise cause the property to be prohibitive such as:
    - Hazardous material abatement

    - Sewer, water or power connection
- Produce a RFP for each property entering the program
- Market the program and properties
- Select curators
- Authorship and enforcement of lease agreements
- Manage the program
- Monitor the properties
- Insure the structure

Curator Responsibilities

- Rehabilitating and maintaining the property as a significant historic resource in conformance with the preservation and construction standards outlined in *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, specifically the standards and guidelines for rehabilitation, and the approved work plan;
- Taking all practicable precautions against damage by fire, vandalism, or other cause;
- Occupying and maintaining the property in compliance with the lease;
- Paying all taxes and fees which may be associated with the property for the duration of the lease;
- After completion of the rehabilitation, the curator shall continue to maintain the property, including the structure, grounds and outbuildings included in the lease;
- Maintain at the curator's sole expense a standard type of Tenant's or Renter's homeowners insurance policy, or its equivalent, issued by a licensed insurance company of the curator's selection which provides limits of liability to be determined by Fairfax County;
- Maintaining comprehensive liability insurance for all activities on the property (the County maintains liability insurance for the public access programs);
- Acquisition of and compliance with all state and local permits for the rehabilitation of the structure including, but not limited to, a Certificate of Occupancy from the local building inspector;
- All regular and routine maintenance including, the entire structure as well as the surrounding area included in the lease;
- Work with program manager to identify and provide an on-going program which ensures public access to the property at least once annually;
- Complete a photo documentation of the restoration process;
- Submit yearly accounts: include all expenses (materials and labor, overhead of items that remain with the property, and donated labor);
- Submit separate annual records of all expenses that will not remain as part of the property (operation and maintenance such as utilities, and tools and appliances)
- Responsible for paying any monthly fees and costs associated with use of utilities
- Coordinate with county should there be any damage to the property or any proposed ground disturbance.

11.7 List of Recommended Paperwork to be Completed

11.7.1 County and Curator

- Lease agreement

11.7.2 Curator

- Proposal and supporting documentation
- Work plan (five year rehabilitation and ongoing maintenance)
- Financial application
- Proof of insurance
- Form outlining contingencies for the unexpected (death, divorce, eminent domain, etc.)
- References, professional and personal
- Tenant's Policy protection personal possessions

11.7.3 County

- RFP
- Procedures for tracking compliance
- Insurance requirements
- Hazard Insurance (or additional Hazard Insurance)
- Conditions for transfer or assignment

12 PROPERTY SELECTION

12.1 Criteria for Inclusion

Criteria Mandated by State Enabling Legislation
Refer to Section 8.1 for information regarding enabling legislation criteria.

Recommendations for Additional Criteria
Refer to Section 8.2 for criteria established to rank properties in order to determine the order in which each property should enter the program.

12.1.1 Recommended Steps for Fairfax County to Complete Before Including Property in the Program

Verify that Property meets Established Criteria
Fairfax County must determine the criteria to be used in the selection and inclusion of candidate properties. Although decisions regarding the inclusion of specific properties at particular times will be decided by the program manager and the program team, with input from the governing county agency, (details regarding the recommendations for the administration of the program are included in the "Program Administration" portion of the Procedural Manual); a list of the established criteria should be available to the public. Recommended criteria are outlined above.

Review Zoning
The Fairfax County Zoning Ordinance regulates zoning in the County and is administered by the Fairfax County Department of Planning and Zoning. The Zoning Ordinance specifies the permitted uses for all properties in the county, outlining additional criteria such as lot size, density, and setback requirements.

Each property is located in a specific district. Fairfax County shall review the current zoning district information for each property to include in the RFP. All applications and fees for rezoning, Special Permits, or Special Exceptions shall be the responsibility of the curator unless outlined otherwise in the RFP. The Ordinance outlines information regarding each district as follows:

- Purpose and Intent
- Permitted Uses

- Special Permit Uses (compiled from the Fairfax County Zoning Ordinance)
    - There are certain uses, like those regulated by special exception, which, by their nature, can have an undue impact upon or be incompatible with other uses of land. These uses as described may be allowed to locate within given designated zoning districts under the controls, limitations, and regulations of a special permit.
    - For more information go to http://www.fairfaxcounty.gov/dpz/zoningordinance/.
- Special Exception Uses (compiled from the Fairfax County Zoning Ordinance)
    - There are certain uses, like those regulated by special permit, which by their nature or design can have an undue impact upon or be incompatible with other uses of land. In addition, there are times when standards and regulations specified for certain uses allowed within a given district should be allowed to be modified, within limitations, in the interest of sound development. These uses or modifications as described may be allowed to locate within given designated zoning districts under the controls, limitations, and regulations of a special exception.
    - For more information go to http://www.fairfaxcounty.gov/dpz/zoningordinance/.
- Use Limitations
- Lot Size Requirements
    - Minimum lot area
    - Minimum lot width
    - Cluster subdivision provisions
- Bulk Regulations
    - Maximum Building Height
    - Minimum Yard Requirements
- Maximum Density (Example: number of dwelling units per acre)
- Open Space (may or may not have any requirement)
- Additional Regulations (Example: off street parking and loading requirements, sign regulations, landscaping, etc.)

Historic Overlay District (HOD)

- The HOD as defined in Part 2 of Article 7 of the Fairfax County Zoning Ordinance, is created for the purpose of promoting the general welfare, education, economic prosperity, and recreational pleasure of the public, through the identification, preservation, and enhancement of those buildings, structures, neighborhoods, landscapes, places, and areas that have special historic, cultural, architectural, or archeological significance and which have been officially designated by the Board of Supervisors.
- The Architectural Review Board (ARB) administers the provisions of the HODs and advises and assists the Board of Supervisors in its efforts to preserve and protect historic, architectural and archeological resources.
    - The ARB reviews applications for new development and changes to existing properties within the HODs.
    - The Zoning Ordinance requires that all applications for rezoning, special exceptions, special permits, variances, sign permits, or other construction permits, as well as all site plans, subdivision plats, and grading plans for properties within HODs, be submitted to the ARB for review.

Establish Historic Significance

- Evaluate property to establish significance (evaluation completed/updated within last five years)
    - Properties listed in or determined eligible for listing in the Fairfax County IHS is the threshold recommended to be used for a property to be considered historic
    - Heritage resource staff at the Department of Planning and Zoning are responsible for determining the eligibility of properties for listing in the IHS. To be considered eligible, a property must meet established criteria for significance. These criteria can be found on page one of the Fairfax County IHS Individual Property Nomination Form located online at http://fairfaxcounty.gov/dpz/historic/ihs/forms/
- Completed IHS Report (includes summary of significance); to be completed by county staff

Property Assessment

- Determine accessibility of property from public roadway
- Establish building size
- Confirm status of utilities (water, electric, sewer, etc.)
- Determine whether the property can be occupied
- Establish boundary of property to be included in resident curator lease. For properties in parks, the RC program may not include the entire park. Therefore a clear distinction of the property boundary is necessary to establish curator responsibilities and Fairfax County responsibilities.
- Assess landscape issues (condition, integrity)
- Identify extant outbuildings (condition, integrity, historic function)
- Determine whether there are hazardous materials

Condition Assessment

> *A survey is performed to document physical spaces and elements, and to assess the current condition of building materials and systems. In conjunction with historical research, the condition survey helps determine the historic integrity of a structure. The survey and inspection should address the building's exterior and interior materials, features and finishes; structural systems; interior spaces; mechanical electrical, and plumbing systems; and fire detection and security systems.*[40]

- Complete a survey of existing condition(s)
    - Identify materials and features and evaluate their condition
    - Estimate of approximate rehabilitation cost broken down by construction category
    - Drawings, dimensioned floor plans
    - Photographs
- Ensure need for substantial rehabilitation

[40] Deborah Slaton, *Preservation Brief No. 43: The preparation and Use of Historic Structure Reports* (Washington, DC: U.S. Government Printing Office, 2005) 8.

Feasibility for Reuse

- Develop an understanding of original and/or historic use(s)
- Develop an understanding of current zoning district and regulations
- Consideration of County long-term plans for property/building
    - No direct or immediate use
    - Outside proposed reuse does not interfere with existing operations
- Consideration of geographic location
    - Identify any future development plans that may affect the property
- Determine whether outbuildings should be included as part of the potential RC property

Marketability

- Public interest
- Geographic location in relation to marketability
- Completion of a market analysis is recommended to determine the attractiveness of a potential RC property, both now and in the future. The analysis will help guide decisions to advance the success of the program. The market analysis should evaluate marketing strategy, market research, market trends, and a Strength, Weakness, Opportunities and Threats (SWOT) Analysis.

13 PROPERTY MONITORING

13.1 Monitoring the Property and the Rehabilitation Work

The program manager will monitor the work on a predetermined schedule during the initial rehabilitation then transition to annual inspections thereafter. The program manager will determine necessary frequency of inspections for each property during the rehabilitation work phase.

Monitoring the rehabilitation work includes the following steps:

- Hold a kick-off meeting at the beginning of the project to include the following team members:
    - Curator
    - Program manager
    - Contractors if applicable
- Routine site visits
    - Is the work meeting the approved schedule as outlined in the work plan?
    - Has the curator obtained the required permits?
    - Is the work being completed as outlined in the work plan?
    - Are safety provisions/signage in place to protect the public?
- Assist with agency reviews
- Regular communication (via telephone and/or email) between curator and program manager
- Review modifications to the work plan if necessary (understanding that unforeseen conditions arise, review as outlined in the lease agreement)

13.2 Monitoring the Property during the Maintenance Phase

- Program manager visits the property annually to verify curator is meeting requirements of the lease
- Curator submits annual accounts outlining maintenance work and expenditure
    - Expenses shall be broken down by date and category including:
        - Materials (description required) and labor (third party or sweat equity)
        - Overhead (items which remain as part of the property, fees etc.)

14 MARKETING THE PROGRAM

It is recommended that a comprehensive marketing plan be developed at the beginning of the RC program. Before a property/properties are available for inclusion in the program, the program manager needs to develop a directory of contacts within existing RC programs, various organizations, and the media. Information about the Fairfax County RC program needs to be on hand prior to the availability of specific properties.

The comprehensive marketing plan will include identification of the marketing target area. It is recommended that the target area focus on the eastern coast of the United States. Once the target area is identified, marketing tasks for the RC program should include:

- News stories, including the publication of articles about the program
- Presentations at various civic and private groups
- Website announcement
- Social media announcements
- Advertisements in historical publications
- Outreach to realtors who specialize in historic properties

14.1 Advertising a Property

An aggressive publicity campaign needs to be underway in tangent with the release of an RFP. At this point, the advertising process has two major components, 1.) Provide information about a specific property available through the RC program and 2.) Attempt to reach potential curators.

Recommended Ways of Advertising

- Utilize Fairfax County website
  - Develop RC program web page; direct link to page within Fairfax County website
  - RFP available for download from the web page
- Invite the public to an open house or a series of open houses
  - Opportunity for prospective curators to assess property for themselves
- Construct signage at property site
- Contact relevant state and local organizations and groups within the Mid-Atlantic region
  - Historical societies
  - Preservation Groups (for example, Association for Preservation Technology, Preservation Virginia, DC Preservation League, and The National Trust for Historic Preservation)
- Utilize the media

- Printed material (including local and national preservation magazines and journals; newspapers)
- Preservation Directory/Forum/APA/Board of Supervisors Newsletter
- Social Media
- News/television

15 REQUEST FOR PROPOSAL (RFP)

The recommended method of procurement is the RFP; the RFP process must adhere to all relevant Fairfax County Department of Purchasing and Supply Management procedures (Fairfax County Purchasing Resolution http://www.fairfaxcounty.gov/dpsm/purchres.pdf).

Upon completion of the preceding steps, in coordination with the Fairfax County Department of Purchasing and Supply Management, a RFP will be issued. It is desirous that a RFP will lead to the selection of the ideal curator for the property and, consequently, a signed lease agreement.

15.1 Recommended for Inclusion in the RFP

- A clear description of the application process
  - Criteria used for evaluating applications
  - Summary of program team (recommended administrative approach)
  - An outline of the proposed selection schedule
- An outline of the RC program goals and requirements
  - Include an overview of curator responsibilities
  - Summary of public outreach component
- Summary of the property's historic significance and integrity
- Summary of historical context (background and history) of the property, including historic function(s) of the property
- Summary of condition assessment with entire condition assessment available to candidates as requested
  - Identification of materials and features and condition evaluation
  - Broken down by construction category
  - Drawings and photographs
- Estimate of the approximate cost associated with rehabilitation work
- Outline of lease terms
  - Anticipated lease length
  - Basic information relevant to insurance, taxes, and other applicable regulations
  - Any specific issues and requirements related to the property
  - Summary of zoning district and regulations
  - If geographically relevant, information on the County Resource Protection Areas (RPA)
- A list of items to be included in the candidate proposal (as outlined in Section 16.3.1)

16 SELECTION OF CURATORS

16.1 Characteristics of the Ideal Curator

Finding the right curator for each property is essential to the success of the RC program. Ideally a selected curator will have a majority of the following characteristics and skills. Consideration can be given to a potential curator who does not possess all of the following characteristics and skills, but has both the necessary awareness and the financial means necessary to hire people with those skills.

- Understanding of *The Secretary of the Interior's Standards*
- Basic understanding of building construction
- Understanding of hazardous building materials used in historic buildings and necessary removal and/or encapsulation (abatement) process
- Basic skills ("handy-man" skills) and/or ability to manage rehabilitation process when hiring contractors
- Must have an appreciation of historic properties
- Preservation sensitivity
- Flexibility, able to handle unforeseen circumstances; including, but not limited to, addressing issues which arise during the work
- Have financial means to do the work

16.2 Marketing for the Curator

The potential curatorship is marketed to the public in order to effectively reach qualified candidates.

- Open houses for available properties; in addition to providing an opportunity for prospective curators to assess property for themselves, open houses enable prospective curators to visit a property with potential contractors (to assist with cost estimates, etc.)
- Utilize the internet; including web site, email announcements, and social media sites
- Utilize media outlets; including, but not limited to, magazine or newspaper articles and radio shows
- Network with existing program managers
- Network with real estate professionals
- Once RC program is established, open houses for properties under curatorship enable existing curators to showcase a property with the completed rehabilitation work

16.3 Selection Process for a Potential Curator

16.3.1 Proposals from Curator Candidates

All proposals will be required to include the same type of information and forms of documentation. The requirements should be outlined in the RFP. It is recommended that proposals include the following information:

- Work Plan
  - Detailed plan of proposed work
  - Comprehensive schedule for proposed work demonstrating that the proposed work can be completed within a five year period
  - Cost estimates for proposed work
    - Broken down by construction category
    - Inclusion of sweat equity (if applicable)
  - Funding sources
  - Landscape plan
- Qualifications
  - Experience and expertise with historic work
- Personal financial assessment
  - Income sources
  - Amount to be invested in project
  - Minimum of three years of tax returns and bank statements
  - Document that they can fulfill insurance requirements (will be verified per specific property)
    - Maintain renters insurance
    - Maintain necessary liability insurance
  - Permission for Fairfax County to check credit reports and scores
- Proposed function for building
  - Business plan if commercial use; prove the viability of the proposed business
  - Documentation for non-profit
  - Summary of residential use, including anticipated number of occupants
- Proposed public outreach
  - Proposal outlining how applicant plans to meet the public outreach and education requirement

16.3.2 Review of Proposals and Interview Process

After a preliminary review by the program manager, the program team will assess and rank the proposals from candidate curators.

Interviews are an important part of application process. The program team should review and assess the proposals and assign a preliminary ranking. Based on the preliminary rankings, determine which of the candidates deserve further consideration (the short list). All of those on the short list should be interviewed even if one of the candidates submits a proposal that is clearly superior. The invitation for interview should provide information about how the interview will be conducted, what the candidate should be prepared to present, and how long it will last. Although the program manager will lead the interview process, the entire program team will participant in the interviews.

Interviews will resolve the following:

- Candidate has preservation sensitivity
- Candidate understands the need to be amicable and even-tempered and that the curator's role mandates positive interactions with the public
- Ideal candidate is flexible, able to handle unforeseen circumstances; including, but not limited to, addressing issues which arise during the work

It is recommended that the interview team include the program team.

17 WORK PLAN

Prospective curators submit a proposed work plan as part of the RFP process. The plan outlines the rehabilitation work to be completed, designates who will complete the work, and provides a schedule. The rehabilitation must comply with all federal, state, and local building codes and ordinances.

Work plans are reviewed by the program team. In addition to determining whether the proposed plan is compatible with the historic character of the property, the program team will assess the work plan to determine if it is realistic in terms of the proposed schedule and estimated costs. The proposed work plan will be an important part of the evaluation process for determining the ideal curator.

There are basically three approaches for a curator to propose completing the rehabilitation work:

1. The curator completes the majority of the work him/herself (hiring the services of certified professionals when needed);
2. Curator hires a contractor to do the majority of the work;
3. A combination of the two, curator completes smaller tasks and contracts for the completion of larger tasks.

Curators typically choose some variation of the third option. They use their own skills to do the portions they are capable of completing themselves, referred to as sweat equity, and they hire a contractor to do the more complex projects.

As it is not necessary for curators to be licensed contractors in order to perform work on the property, the leasing agreement must be clear regarding the type of work that a curator may perform him/herself and the type of work that they must hire a contractor to perform. Curators must ensure that any contractors hired to perform work are licensed. Additionally, Fairfax County requires that all work performed on county property be done pursuant to a permit issued by the Department of Public Works and Environmental Services.

The Secretary of the Interior's Standards for the Treatment of Historic Properties defines rehabilitation as *the act or process of making possible an efficient compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its cultural or architectural values*. In a typical rehabilitation project, some alteration of the historic building will occur in order to provide for efficient use. However, the rehabilitation must not damage, destroy, or cover materials or features, whether interior or exterior, that help to define the building's historic character.

A proposed work plan should consist of a detailed plan identifying all work items developed at the onset of a project to create a framework for rehabilitation and to help guide the budget. Scope items should be prioritized and phased according to the importance of correcting deficiencies and enacting improvements. The plan should also outline ongoing maintenance items once the rehabilitation work is complete. Once a work plan is approved, all changes must be reviewed and approved by the program manager.

A work plan should include:

- Proposed function (specifically, how the curator proposes that the building will be used; as a residence, for example, or a business)
- Detailed description of all construction, demolition, landscaping, restoration, rehabilitation, and installation activities; the description should include preservation of character defining features (interior and exterior) and provide architectural drawings and/or photographs as necessary
- Specifications or description of proposed materials and methods for the restoration, rehabilitation, or replacement of character defining features and historic materials
- Indication of which elements of work will be undertaken by the curator and which will be undertaken by a contractor.
- Provide information about proposed contractors and their experience with work on historic properties.
- Comprehensive schedule demonstrating how the proposed work will be completed within a five year period (maximum)
- Cost estimates for proposed work
    - Breakdown of sweat equity vs. contractor labor
    - Breakdown by construction category
- Safety provisions during the rehabilitation
- Landscape plan
- Funding sources
- A plan to complete an archaeology study to evaluate any impacts on archeological resources if the work plan involves exterior ground disturbance on an undisturbed site

18 LEASING AGREEMENT

Each lease will be unique to a specific property and the specific curator(s); every RC leasing agreement should be reviewed by the appropriate legal advisors.

Prior to the selection of the ideal curator for each property, the terms of the lease are an important factor in attracting the best curator and, ultimately, in the preservation of the resource. As part of the recommended transparency, the general terms of the lease should be advertised as part of initial marketing for the RC program. Additionally, any predetermined leasing terms (terms specific to the property, for example) should be included in the RFP.

RC leasing agreements will detail criteria for the curator and the county and may provide additional details in reference to the county code, ordinance, and regulations. The final approved work plan will be part of the leasing agreement.

18.1 Factors to Consider Relevant to the Terms of the Lease

General Terms

- RC leases are rent free; curators do not pay traditional rent, maintenance and improvement costs serve as consideration for the curators to live/conduct business in the properties
- While curators in some established programs in other states are exempt from paying county property taxes, current law requires that the curator pay Fairfax County real property taxes. The requirement to pay taxes may reduce Fairfax County's ability to be competitive in attracting qualified potential curators and to help counter balance the large economic investment required of the curator
- Pursuant to the Internal Revenue Code, RC expenses will not be tax deductable

- Lease must clearly delineate the type of work that a curator may perform him/herself and the type of work that they must hire a contractor to perform in compliance with county regulations
- Subletting is typically prohibited

All Leases - Residential and Commercial

- Include termination clause (See Section 20)
- May be necessary to define permitted/non permitted uses
- Subletting is typically prohibited

Specific to Commercial Leases

- Requires additional insurance
- Establish permitted hours of operation (many parks close at dark)
- Establish a lease requirement that any fixed equipment, specific to a business, must be removed when the lease ends

Lease Length

- Long-term leases save management time, enable management to focus on other aspects of the program instead of spending considerable time releasing properties
- The longer-term leases, considered more desirable to prospective curators, are an asset in marketing to potential curators
- While shorter-term leases inherently allow for greater flexibility, allowances for flexibility need to be included within the terms of long-term leases. As preservation technology and practices change, circumstances involving curators change, and the needs and goals of the county change, flexibility is important
- Long-term lease allows curator to be potentially eligible for rehabilitation tax credits
- Upon mutual agreement, negotiating to extend the lease at the end of the lease term may be possible (method for calculating extension would need to be included in initial lease); a possible extension is especially relevant when there is a greater than anticipated financial outlay by the tenant
- When considering lifetime leases, the Zoning Ordinance definition of tenants will need to be considered in regard to property ownership rights as tenants with leases in excess of 30 years are defined as owners of the property

Unforeseen Changes in Circumstances

- Plan for unforeseen changes in circumstances that might impact the curator's ability to complete the work plan or property maintain the property
- Include requirement in the lease that Fairfax County be informed immediately if a resident curator or his/or business declares bankruptcy or experiences other unforeseen change in circumstances such as financial hardship, disability, or divorce
- Lease needs to delineate procedure in case of curator death (the death of a curator for a fixed term does not terminate a lease made during the life of the curator)
- With regard to married couples, if only one spouse is a desirable curator, the lease needs to clearly provide that only one spouse is the curator [in Virginia, a court may transfer one spouse's property interests to the other spouse in the event of a divorce]
- Groups or organizations are not immune from unforeseen changes in circumstances; plan for unexpected changes (including new leadership within the organization)
- A clause recommended within the lease, if county decides that there is a more appropriate or better use for the resource, or if the changes in circumstances necessitate lease termination in a positive way
- In the event that previously unidentified archaeological resources are discovered during ground-disturbing activities, the curator is responsible for notifying the county immediately

Curator's Responsibility to Share the Property with the Public

- Include a public outreach or educational component
    - Requiring that the property be occasionally open to the public, with the details to be coordinated through and approved by the program manger could fulfill the public outreach component
- In addition to open houses, utilize other methods of outreach
    - Photo documentation to show before and after images, internet blogs chronicling rehabilitation process, etc
- Educate curators on the potential of members of the public assuming that the property is always open to the public and that the curators' role mandates positive interactions with the public
- Commercial or non-profit leases, which typically open the building to the public during business hours, can incorporate an educational component into the public space

19 OPTIONS ONCE BUILDING REHABILITATED

Eventually all RC programs will be faced with the question of what to do once a property has been actively involved in the program and the proposed rehabilitation work has been completed. Although the option of extending a lease is recommended, it is inevitable that decisions will need to be made regarding the utilization of rehabilitated properties once the lease term expires.

Although some RC programs are either in a situation where they have needed to address this or they are preemptively considering the issue, to date, a viable across-the-board plan has not been developed. It is likely that a multi-solution approach will be necessary; where the ideal solution is developed on a case-by-case base, depending on the property and the associated circumstances.

Possibilities include:

- Renew initial lease to extend the initial curator's length of stay
- Re-lease the property to a new curator; continuing as a RC property could ensure ongoing maintenance and preservation of the property (likely based upon a shorter lease length)
- Make the property available as a market rental
- Utilize the rehabilitated space for the County (office space, for example)

CONCLUSIONS AND RECOMMENDATIONS

20 ISSUES TO BE RESOLVED

The following issues need to be resolved prior to the implementation of a potentially viable RC program in Fairfax County.

20.1 Taxes or Fees

Determination is needed as to which party bears responsibility for taxes or fees by local, state, or federal authority. For example, the County will need to determine what, if any, property taxes are applicable. The need for curators to pay property taxes would be a major deterrent for prospective curators. In addition to the basic issue of an additional cost to the curator, the philosophy that the amount of tax owed is based on the value of the property discourages a curator from doing more than the minimum required.

A curator may be eligible for federal and Virginia rehabilitation tax credits.

20.2 Permits

20.2.1 Occupancy Permit

Although major work is typical, the condition of a property when it is first made available for a curatorship varies from uninhabitable to habitable but requiring major remodeling. Fairfax County must carefully draft lease provisions related to the habitable conditions of a property and the maintenance responsibilities of both the curator and county in order to comply with Virginia code.

20.3 Leases

20.3.1 Lease Length

The issue of lease length needs to be resolved. Study findings indicated that there are benefits to a lifetime lease. Fairfax County needs to explore long-term fixed vs. lifetime leases and their benefits to the county and curator(s). In particular, the Zoning Ordinance definition of tenants will need to be considered in regard to property ownership rights as tenants with leases in excess of 30 years are defined as owners of the property.

20.3.2 Commercial Function

Properties available through RC programs typically range in size, architectural style, and condition. Although the vast majority of the buildings have a historically residential function, this does not exclude successful commercial curatorships. It is recommended that an RFP not limit proposals to a specific type of function, but allow the prospective curators to present various schemes based upon their ideas and situation.

20.3.3 Termination

Researching existing programs led to the conclusion that a termination clause be included in the leasing agreement. The lease should outline that a change of circumstance, necessitating the

termination of a lease, could originate with either Fairfax County or the curator.

Consideration of the level of investment made by the curator must be considered when terminating a lease. Decisions regarding the termination process and curator compensation will need to be outlined prior to the implementation of a RC program.

20.4 Insurance and Property Improvements

Fairfax County insures property owned by the county. Clarification will be necessary to determine the ownership of certain movable items a curator may install to improve a property, such as appliances.

20.5 Sweat Equity

When the rehabilitation work is completed by a contractor, the contractor is responsible for all necessary safety measures including construction fencing. Curators completing work through sweat equity will be responsible to follow all applicable safety measures. Ideally, this information (and the associated costs) should be included in the work plan.

Unresolved issues regarding sweat equity: In addition to electrical and plumbing, what work would need to be completed by a licensed professional? Are there other limitations on the use of sweat equity? For example, there is an assumed presence of lead paint on historic properties; are curators able to paint or are certified painters necessary? Additionally, Fairfax County would need to determine how to evaluate and assign a monetary value(s) to sweat equity when evaluating RFPs.

20.6 Property Boundaries

Who determines property boundaries for the curator? Is there a person/group within Fairfax County that would be best suited for this task or should this go to the appropriate, qualified member of the Resource Team for review and recommendation?

20.7 Accessible Upgrades

Who pays for temporary ADA upgrades for the public access events? Costs may include temporary accessible parking, a portable ramp, an accessible route, accessible portable toilet, etc.

20.8 Candidate Property Issues

To truly rank the properties, an understanding of all the issues relating to each property is required. Examples include cost of property access, upgrades to and/or installation of utilities, and whether a property would require substantial rehabilitation. These issues should be resolved before entering a property into the program.

20.9 Market Analysis

Completion of a market analysis is recommended to determine the attractiveness of a potential RC property, both now and in the future. The analysis will help guide decisions to advance the success of the program. The market analysis should evaluate marketing strategy, market research, market trends, and a Strength, Weakness, Opportunities and Threats (SWOT) Analysis.

21 KEY CONSIDERATIONS

Based on our research and analysis, the following summarizes several key considerations related to the establishment of a potential Fairfax County RC program.

- The entire process needs to be transparent from the selection process to the supervision of the program
- Establish a program team and employ a program manager
- RC program goals and requirements need to be clearly established
- Outline RFP process
    - Identify items to be included in candidate proposals
    - Outline selection criteria; openness to commercial, non-profit, or residential functions allows for greater diversity of proposals
- Outline County and Curator responsibilities
    - Curator must have insurance
- Establish parameters for rehabilitation work
    - Specify that all work be completed in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, following the standards and guidelines for rehabilitation
    - Outline permitting requirements
    - All work must meet current codes, etc.
- Outline lease terms
    - Include a termination clause in the lease in the event that the county decides that there is a higher/better use of the property; include in the clause that investment by the curator should be a factor in how termination is structured (See Section 20)
- Establish guidelines for property inspections
    - Program manager will determine the frequency of inspections necessary for each property during the rehabilitation work phase
    - Annual inspections once rehabilitation work is completed, maintenance phase
- Celebrate the milestones:
    - Commemorate the initiation of a project
        - Signing of the lease or issuing of the occupancy permit are events that can be used as opportunities to increase awareness of the program
        - Schedule kick-off meeting at beginning of project to include RC program manager and key members of the program team (in addition to individuals representative of who the curator will be in contact with throughout curatorship)
    - Acknowledge important steps in the rehabilitation process and acknowledge when work stays on schedule, etc.
        - Small "ceremony" for completion of major work can be used as public outreach to build awareness of the program

22 BENEFITS OF RESIDENT CURATOR PROGRAM

22.1 Benefits to the County

- Preservation of historic resources; restoration of historic properties
- Continued maintenance of historic properties
    - Provides a positive example of the County's commitment to preserve inventory of historic properties
- Increase public awareness of historic preservation
    - Increase public awareness of history/significance of property
- Form public/private partnerships that increase awareness of County history and history of specific properties
- Properties available to the public on a limited basis (vacant and/or dilapidated buildings are generally not at all accessible to the public)
    - Commercial and non-profit curatorships provide increased accessibility to the public
    - Residential curatorships have public outreach component, could include opening the building to the public on a limited (annual) basis
    - Curators can fulfill public outreach component of curatorship through a variety of programs (including, restoration exhibits, internet sites with before and after photographs documenting the rehabilitation process, blogs, etc.)
- Utilization of otherwise vacant buildings
    - Reduce the inventory of vacant properties in need of maintenance
- Transfer of daily building and property oversight to curator
    - Building occupancy reduces vandalism and unlawful activities
    - Increased monitoring of natural and cultural resources
- Positive impact to adjacent properties and neighborhoods (restored building can positively impact property values, for example)
- Reduced financial burden
    - Economic benefit of curators funding rehabilitation
    - In addition to rehabilitation and maintenance of the building, curator also pays for all monthly utilities and for property up-keep (mowing the lawn, etc., as detailed in the leasing agreement)
- Business ventures (commercial curatorships) generate income for the county through the taxes received on goods and services
- The public is often granted limited access to the property which might otherwise be inaccessible

Logically, there is also a direct benefit to the building. Historic buildings need to be used, vacant buildings deteriorate. Rehabilitation and continued maintenance, provided through the RC program, preserve historic resources. RC programs can be administered to support the goals and objectives of historic preservation through the managed rehabilitation of historic resources.

22.2 Benefits to the Curator

- Financial benefits
  - No mortgage and mortgage interest payments
  - Potential tax incentives
  - Sweat equity can be used to reduce financial expenses
  - Possible grants and tax credits available to assist with expenses
  - Typically, reduced overall living expenses, when compared to the purchase of a comparable property (properties comparable in size and location)
- Property (type) typically not available on the open market[41]
- Network of preservation professionals interested in, and willing to assist with, the rehabilitation project
  - County staff (program manager) available to assist and offer advice
  - Program team members available to assist within each member's area of expertise
  - VDHR staff available to assist and offer advice on specific issues (rehabilitation tax credits, for example)
- Network of other resident curators
  - Several RC programs are located on the east coast, there are other curators located within driving distance
- Opportunity of contributing to the preservation of history
  - Active participation in the preservation of county's historic resources
  - Firsthand knowledge of specific aspects of property's history; personal connection to history
  - Providing a personal legacy which benefits the public
- In some cases, ability to live on property buffered by parkland
  - No fear of losing views, etc, to development
  - No issues with noisy neighbors

[41] Mikel Chavers, "Saving States' Historic Jewels," *State News* Vol. 51, No. 3 (Lexington, KY: The Council of State Governments, March 2008), 20.

23 STRENGTHS FOR FAIRFAX COUNTY

23.1 Geographic Location

The county's close proximity to Washington, DC, is an asset for a RC program. Program managers indicated that properties located within proximity to a large urban area generated the most interest and were typically the most successful. Additionally, the majority of the curators were already living in the vicinity.

Additionally, the geographic location of Virginia on the east coast is an asset for Fairfax County. Programs have benefited from their location near other states with older, more established RC programs.[42] There are even examples of prospective curators inquiring about multiple programs within close proximity to each other.

23.2 Support of VDHR

As part of the enabling legislation, VDHR has offered to "provide technical assistance to local governments, at their request, to assist in developing resident curator programs."[43] Resources available through VDHR include guidance and technical assistance (Preservation Programs Division) and assistance with tax credits (Preservation Incentives Division). Additionally, staff at VDHR's Northern Regional Preservation Office, located in Stephens City, could also be available to assist.

[42] Mikel Chavers, "Saving States' Historic Jewels," *State News* Vol. 51, No. 3 (Lexington, KY: The Council of State Governments, March 2008) 21.
[43] Commonwealth of Virginia, House Bill 1963, approved March 18, 2011.

24 RECOMMENDATIONS

A. Resolve outstanding issues outlined in Section 20

B. Sufficient funding for this program is required to support additional staffing and administrative costs

C. Address key considerations outlined in Section 21

D. In order to work long-term, once several properties have entered the maintenance phase of the program, additional properties which meet the established criteria for inclusion in the program may be considered.

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APPENDICES

25 LIST OF APPENDICES

26. Additional Information from CHP
27. Existing Programs, Contact Information for Current Program Managers
28. The Secretary of the Interior's Standards for the Treatment of Historic Properties
29. List of Acronyms
30. Glossary of Terms
31. Sample Forms
32. Public Comment 07/09/2014 - 08/07/2014 and Response

26 ADDITIONAL INFORMATION FROM CHP

26.1 Potentially Applicable Federal Laws

26.1.1 Commercial RC Properties

The following laws are primarily of interest to RCs running businesses. These laws need not be considered during the County's RC selection process; however, the County may consider monitoring compliance with certain laws to ensure that the leasing arrangement is not placed in jeopardy (FLSA; OSHA; taxes) and should be informed immediately if a RC or his/her business declares bankruptcy.

Employment and Labor

- Fair Labor Standards Act
    - Wages and Hours: The FLSA sets wage and hour provisions for employees. Employers must post a notice explaining the FLSA in the workplace, and must keep certain records.
    - Child Labor: The child labor provisions of the FLSA restrict hours of work and occupations for youths under age 18. Employers must keep records of the dates of birth of employees under age 19, their daily starting and quitting times, their daily and weekly hours of work, and their occupations. Restrictions differ depending on whether the work is agricultural or nonagricultural.
        - Disabilities: Section 14(c) of the FLSA authorizes employers, after receiving a certificate from the Wage and Hour Division, to pay wages less than the federal minimum wage to workers who have disabilities.

- Consumer Credit Protection Act
    - Wage Garnishment: Title III of the CCPA prohibits an employer from firing an employee because his or her earnings have been garnished for any one debt. There is no protection for additional debts.

- Employee Retirement Income Security Act: ERISA sets uniform minimum standards to ensure that employee benefit plans – voluntarily established by employers – are established and maintained in a fair and financially sound manner.

- Family Medical Leave Act: Entitles eligible employees of covered employers to take job-protected, unpaid leave for specified family and medical reasons.

Workplace Health and Safety

- Occupational Safety and Health Act: This Act requires that the Occupational Safety and Health Administration (OSHA) sets standards and conducts safety inspections at workplaces. Employers must be familiar with the standards applicable to their businesses and eliminate hazards. (See OSHA's Small Business Handbook for assistance.[44])

Hiring New Employees and Foreign Workers

- Employment Eligibility Verification Form (I-9): Verifies an employee's eligibility to work in the U.S. Must be completed within 3 days of hiring.

- No-Match Letters: After hiring a new employee, the Social Security Administration checks the W-2 and Immigration and Customs Enforcement verifies the I-9. If either agency cannot verify employee information, a no-match letter will be sent indicating that the employee's name or Social Security number did not match government records.

- Immigration and Nationality Act: Addresses employment of alien labor. The INA mandates that the Department of Labor – through the Employment and Training Administration, Office of Foreign Labor Certification's national office and two processing centers, in cooperation with the State Workforce Agencies – administer various Foreign Labor Certification programs. Regulations provide guidance on the processing of applications, periods of validity, employer responsibilities, etc. Protects all work-authorized individuals from national origin discrimination, unfair documentary practices relating to the employment eligibility verification process and from retaliation.

Discrimination

- Americans with Disabilities Act

    - Hiring: Requires employers with 15 or more employees to provide reasonable accommodation for individuals with disabilities, unless it would cause undue hardship.

    - Accessibility: Prohibits discrimination in public accommodations (businesses that are generally open to the public and that fall into one of 12 categories listed in the statute). Nearly all types of businesses that serve the public are included in the 12 categories, regardless of the size of the business or the age of the building. However, if following the ADA Accessibility Guidelines would threaten or destroy the historic significance of a feature of the building, alternative standards may be used, in consultation with the appropriate historic advisory board. (See ADA Update: A Primer for Small Businesses for assistance.[45])

[44] Internet address for OSHA's Small Business Handbook: https://www.osha.gov/Publications/smallbusiness/small-business.html#train

[45] Internet address for ADA Update: A Primer for Small Businesses: http://www.ada.gov/regs2010/smallbusiness/smallbusprimer2010.htm#whoiscovered

Health Care

- Affordable Care Act: Different provisions apply depending on whether someone is self-employed, an employer with fewer than 25 employees, an employer with fewer than 50 employees, or an employer with 50 or more employees. Many news articles and other resources recommend working with a broker to ensure that the business complies with the laws' requirements, such as notification and plan options.

- Small Business Health Care Tax Credit: Federal law gives a tax credit to eligible small employers who provide health care coverage to their employees.

Advertising and Marketing

- Federal Trade Commission Act: Advertising must be truthful and non-deceptive; advertisers must have evidence to back up their claims; and advertisements cannot be unfair.
- Children's Online Privacy Protection Act: COPPA gives parents control over what information websites can collect from their kids. The COPPA Rule (effective July 1, 2013) puts additional protections in place and streamlines certain procedures.

- Truth in Lending Act (and other federal laws): Ads for consumer credit must include certain disclosures about terms and conditions. These laws specifically require the disclosures to be "clear and conspicuous" so that reasonable consumers can read or hear and understand the information.

Intellectual Property

- Trademarks: A trademark protects words, names, symbols, sounds, or colors that distinguish goods and services from those manufactured or sold by others and indicate the source of the goods. While registration is not required, it provides important protections and benefits.

- Copyrights: A copyright is a form of protection provided to the authors of "original works of authorship" including literary, dramatic, musical, artistic, and certain other intellectual works, both published and unpublished. A copyright protects the form of expression rather than the subject matter of the writing. While registration is not required, it provides important protections and benefits.

- Trade secrets: Generally, a trade secret can include a formula, pattern, compilation, program, device, method, technique or process that is used in one's business, and has independent economic value that provides an advantage over competitors, and has been subject to reasonable measures to maintain its secrecy.

Financial Laws

- Taxes

    - Sales: Businesses must collect both state and local sales taxes from customers buying merchandise. At the time of this writing, Virginia's General Sales tax is 4.3%; Fairfax

County's is 1%. With respect to online sales, if the business has a physical presence, it must collect that state's and locality's sales tax.

    - Small Business Health Care Tax Credit: Federal law gives a tax credit to eligible small employers who provide health care coverage to their employees.

    - Property: Please see separate Tax Implications section.

    - Income: Please see separate Tax Implications section.

- Bankruptcy

    - Chapter 7: When a business has no future and lacks substantial assets. Often suited to sole proprietorships and small businesses, when the company is essentially an extension of its particular owner's skills. The bankruptcy trustee will sell assets to satisfy outstanding debts and discharge debts that can't be satisfied with the available assets.

    - Chapter 11: Supports the continuation of a business under a reorganization plan. Applies to sole proprietorships, corporations and partnerships. Can very be complex; business should expect to operate under increased scrutiny from a court-appointed trustee.

- Antitrust: Laws that promote competition and protect consumers from anticompetitive mergers and business practices.

    - Sherman Act: Outlaws "every contract, combination, or conspiracy in restraint of trade," and any "monopolization, attempted monopolization, or conspiracy or combination to monopolize."

    - Federal Trade Commission Act: Bans "unfair methods of competition" and "unfair or deceptive acts or practices."

    - Clayton Act: Addresses practices that the Sherman Act does not clearly prohibit (such as mergers). As amended by the Robinson-Patman Act of 1936, it also bans certain discriminatory prices, services, and allowances in dealings between merchants. The Clayton Act was amended again in 1976 by the Hart-Scott-Rodino Antitrust Improvements Act (HSR) to require companies planning large mergers or acquisitions to notify the government of their plans in advance.

- Securities: Businesses that sell publicly traded securities must comply with certain financial and reporting obligations (*i.e.*, creating clear SEC disclosure documents and complying with the Sarbanes-Oxley Act). (See SEC's Information for Small Businesses for assistance.[46])

[46] Internet address for SEC's Information for Small Businesses: http://www.sec.gov/info/smallbus.shtml

Historic Preservation

- National Historic Preservation Act: Applies only to federal undertakings (*i.e.*, projects that receive federal funding or require a federal permit). Requires federal agencies to evaluate the impact of federal undertakings on historic properties.

- National Environmental Policy Act: Applies only to federal undertakings (*i.e.*, projects that receive federal funding or require a federal permit). Agencies must consider impacts of their activities on the environment, including historic properties.

Privacy

- Online privacy policy: Statement to customers about how the company will collect, use, share, and protect consumer data. While not required by law, the FTC prohibits deceptive practices.

- Fair Credit Reporting Act and Federal Trade Commission Act: Require that businesses undertake reasonable steps to protect sensitive data of both employees and customers, such as Social Security numbers, credit card numbers, financial information, and so on.

Environmental

There is an enormously wide variety of environmental regulations that may apply to small businesses, depending on the presence of certain pollutants at the site (most commonly lead or asbestos), what kind of business will be run at the site (i.e., whether food will be grown, processed, sold/served), whether air or water pollutants will be released from the site, and other factors. Some of these regulations also apply to residential sites.

The best approach with respect to environmental regulations is to survey the rules and regulations applicable to the intended uses for the site on a case-by-case basis. (See EPA's Office of Small Business Programs page for assistance.[47])

26.1.2 Residential RC Properties

Housing

- Federal Fair Housing Act and other federal housing laws (applicable primarily to residential sites)
    - Title VIII of the Civil Rights Act of 1968 (the Federal Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, national origin, religion, sex, familial status and disability.

[47] Internet address for EPA's Office of Small Business Programs: http://www.epa.gov/osbp/

- Title II of the Americans with Disabilities Act prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals; accordingly, it is unclear whether HUD would enforce Title II in the RC program context.

- Additional laws prohibit housing discrimination in programs that receive federal funds or federal financial assistance. Because we understand that the RFP will be funded primarily by Virginia and the County, we have not detailed those here.

  See Fair Housing Laws and Presidential Executive Orders for a full listing of laws and Executive Orders that prohibit discrimination in housing.

Financial Laws – Personal Bankruptcy

- Chapter 7: A debtor can have all or part of his/her debts discharged after assets are used to repay some of the debt.

- Chapter 13: A debtor repays all or part of his/her debts through a repayment plan overseen by a court.

Historic Preservation

- National Historic Preservation Act: Applies only to federal undertakings (*i.e.*, projects that receive federal funding or require a federal permit). Requires federal agencies to evaluate the impact of federal undertakings on historic properties.

- National Environmental Policy Act: Applies only to federal undertakings (*i.e.*, projects that receive federal funding or require a federal permit). Agencies must consider impacts of their activities on the environment, including historic properties.

Environmental

Some environmental regulations apply to residences, such as disposal of hazardous materials (at historic sites, often lead or asbestos). Residential RCs should check updated regulations that apply to their circumstances to ensure they are in compliance.

26.2 Federal and Virginia Tax Incentives and Grants for RC Programs

26.2.1 Rehabilitation Tax Credits

- General Overview of Historic Rehabilitation Tax Credits
  - Federal and Virginia historic rehabilitation tax credits are available to resident curators.
    - Historic rehabilitation tax credits are dollar-for-dollar reductions in income tax liability for taxpayers who rehabilitate historic buildings.
    - The federal historic rehabilitation tax credit is 20% of eligible rehabilitation expenses. It is only available for the rehabilitation of historic, income-producing buildings.
    - The Virginia credit is 25% of eligible rehabilitation expenses and includes rehabilitation of properties used as residences.
    - If an applicant qualifies under both programs, s/he can claim up to 45% of eligible rehabilitation expenses.
  - Resources for more information.
    - Elizabeth Tune, Manager for the Office of Preservation Incentives (804-482-6093)
    - Virginia DHR, Rehabilitation Tax Credits, FAQs http://www.dhr.virginia.gov/tax_credits/tax_credit_faq.htm

- Federal Historic Rehabilitation Tax Credit (IRS regulations: 26 C.F.R. 1.48-12)
  - 20% of eligible rehabilitation expenses; only available for the rehabilitation of historic, income-producing buildings.
  - Virginia regulations require a long-term lease for a resident curator to perform rehabilitation work and claim the resulting tax credits.
  - Under federal regulations – which likely apply in the absence of applicable Virginia regulations – the federal credits can only be claimed if the property lease length exceeds 39 years for non-residential properties or 27.5 years for residential, provided the substantial rehabilitation test is met.
  - Briefly, the IRS defines "substantial" as exceeding the owner's adjusted basis in the building, or $5,000, whichever is greater. The adjusted basis is generally defined as the purchase price, minus the value of the land, minus any depreciation already claimed, plus the value of any earlier capital improvements. (VDHR)
  - The “substantial rehabilitation” test must be met within a consecutive 24-month period that ends some time during the year in which the credits are claimed. Essentially, this means that for most projects the greatest expenditures must be made within a 2-year period. For phased projects, the time limit is extended to 60 months. (VDHR)

- Virginia Historic Rehabilitation Tax Credit (Va. Code Ann. § 58.1-339.2)

- If repairs are done on a historic house, the curator would be eligible to receive Virginia Historic Rehabilitation Tax Credits (worth up to 25% of eligible expenses).
    - Eligible expenses include any expense incurred in the material rehabilitation of a certified historic structure (defined in Va. Code § 58.1-339.2(D)), which is added to the property's capital account.
- In order to qualify for the state credit, the rehabilitation expenses must be:
    - For owner-occupied structures, at least 25% of the assessed value of the buildings for local real estate tax purposes for the year before the rehabilitation work began.
    - For all other eligible structures, at least 50% of the assessed value of the buildings for local real estate tax purposes for the year before the rehabilitation work began. (VDHR)
- The "material rehabilitation" test must be met within a consecutive 24-month period that ends some time during the year in which the credits are claimed. Essentially, this means, for most projects the greatest expenditures must be made within a 2-year period. For phased projects, the time limit is extended to 60 months. (VDHR)
- Because you have to spend money to get money, VDHR recommends forming an LLC with a for-profit partner and then assigning the partner the tax credits.
    - NOTE: There will be certain ownership issues that would have to be ironed out between the capital investors and the county, as owner of the property. In order to legally assign the tax credits, the investor must be considered a bona fide partner, which is typically determined by ownership rights.
- Generally, state credits are worth pursuing if the rehabilitation project will cost over $150,000.

26.2.2 Federal and Virginia Grants

- According to our research, the number of grants available to RC programs has dried up over the last twenty years, making the availability of grant funding almost disappear. This is a problem of funding rather than one of eligibility.

- Resident curators will likely satisfy the eligibility requirements for certain grants, even though many of these grants are not currently funded. In the future (under different fiscal conditions), grants might be explored as legitimate funding opportunities for curators.

Examples of Potentially Available Grants
This list is not exhaustive and may change over time.

- As a certified local government, Fairfax County is eligible to apply to the SHPO (VDHR) for funding.
  http://www.nps.gov/history/hpg/local/index.html

- Non-profits are eligible to apply to the 1772 Foundation for its Historic Properties Redevelopment Program.
  http://www.1772foundation.org/

- Non-profits are eligible to apply for Preservation Technology and Training Grants from the National Center for Preservation Technology and Training.
  http://ncptt.nps.gov/grants/

- Non-profits are eligible to apply to the Save America's Treasures Grant Program, which provides matching grants for preservation and conservation work on nationally significant historic structures.
  http://www.nps.gov/history/hps/treasures/index.htm

- The Cynthia Woods Mitchell Fund for Historic Interiors provides matching grants both to non-profits and individuals for planning activities and education efforts focused on the preservation of historic interiors. (Building or other construction activities are considered ineligible expenses).
  http://www.preservationnation.org/resources/find-funding/special-funds/cynthia-woods-mitchell.html#.UpScwpRga_s

- The Johanna Favrot Fund for Historic Preservation provides matching grants to non-profits and individuals for planning activities and education efforts focused on preservation. (Building or other construction activities are considered ineligible expenses).
  http://www.preservationnation.org/resources/find-funding/special-funds/johanna-favrot-fund.html#.UpSd8pRga_s

- The Henry A. Jordan, M.D. Preservation Excellence Fund provides grants to organizations committed to the protection of natural and cultural resources in the Mid-Atlantic region.
  http://www.preservationnation.org/resources/find-funding/special-funds/henry-a-jordan.html#.UpSoqJRga_s

- The Preserve America Grant Program is a matching program that provides planning funding to designated Preserve America Communities to support preservation efforts. Fairfax County would need to be designated a Preserve America Community first because individuals, non-profits, and for-profit businesses are not eligible for funding.
  http://www.nps.gov/history/hps/hpg/preserveamerica/index.htm

Additional Resources Relevant to Tax Credits and Grants

- Grant and fundraising guide for historic and cultural resource preservation
  http://www.preservationdirectory.com/PreservationGeneralResources/GrantsFundingSources.aspx

- Preservation grants for Virginia
  http://virginia.grantwatch.com/cat/27/preservation+grants.html

- VDHR, Federal and State Rehabilitation Tax Credits
  http://www.dhr.virginia.gov/tax_credits/tax_credit.htm

- Tax Aspects of Historic Preservation
  http://www.irs.gov/pub/irs-utl/faqrehab.pdf

- Office of the Comptroller of the Currency, Historic Tax Credits
  http://www.occ.gov/topics/community-affairs/resource-directories/tax-credits/index-tax-historic.html

- National Trust for Historic Preservation Tax Credit Guide
  http://ntcicfunds.com/tax-credit-basics/historic-tax-credit-guide/

- National Trust for Historic Preservation, Historic Tax Credits
  http://www.preservationnation.org/take-action/advocacy-center/policy-resources/historic-tax-credits.html#.UpNdn41Q3ro

26.3 State and Federal Tax-Related Offices, Agencies and Other Contacts

- Virginia Department of Historic Resources (SHPO)
  Elizabeth Tune, Manager for the Office of Preservation Incentives
  (Virginia Rehabilitation Tax Credit) 804-482-6093

- Virginia Department of Taxation
  Tax Credits 804-786-2992
  Customer Service for Individuals 804-367-8031

- IRS does not provide a contact specifically for historic rehabilitation tax credit issues.

- IRS Live Telephone Assistance
  Individuals 1-800-829-1040
  Businesses 1-800-829-4933
  Exempt Organizations, Retirement Plan Administrators & Government Entities
  1-877-829-5500

- IRS Taxpayer Assistance Centers (TAC) (to be used when tax issues cannot be handled by phone)

  The TAC in Fairfax County is in Bailey's Crossroads (see http://www.irs.gov/uac/Contact-My-Local-Office-in-Virginia for listing of all TACs in Virginia). Please check the website for details regarding services provided at this and all locations.

27 EXISTING PROGRAMS, CONTACT INFORMATION FOR CURRENT PROGRAM MANAGERS

27.1 Delaware

New Castle County Resident Curatorship Program

187-A Old Churchman's Road
New Castle, DE 19720

Contact:	Robert Merrill, Program Manager
Telephone:	302-395-5845
Email:	curatorship@nccde.org
Hours:	Monday to Friday, 7 a.m. to 3 p.m.

Delaware State Parks Resident Curatorship Program

Cultural Conservation Program Manager
Delaware Division of Parks and Recreation
152 S. State Street
Dover, DE 19901

Contact:	Jim Hall
Telephone:	302-739-9186
Email:	jim.hall@state.de.us

27.2 Indiana

Indiana Landmarks, Leasing Program

Northern Regional Office
Remedy Building
402 West Washington Street
South Bend, IN 46601

NPS Program

Contact:	Todd Zeiger
Telephone:	574-232-4534
Email:	tzeiger@indianalandmarks.org

State Program

Various Regional Offices

27.3 Maryland

Maryland Resident Curatorship Program

Maryland Department of Natural Resources
580 Taylor Ave, E-4
Annapolis, MD 21401

Contact:	Emily Burrows, Curatorship Manager, Land Acquisition & Planning
Telephone:	410-260-8457
Email:	eburrows@dnr.state.md.us

Contact:	John Wilson
Telephone:	410-260-8412
Email:	jfwilson@dnr.state.md.us

27.4 Massachusetts

Historic Curatorship Program

Department of Conservation and Recreation
7th floor, 251 Causeway St.
Boston, Massachusetts 02114-2104

Contact:	Kevin Allen, Program Manager
Telephone:	617-626-1361
Email:	HCP.Requests@state.ma.us

27.5 North Carolina

Preservation North Carolina, Stewardship Properties

Western Office
319 N. Lafayette Street
P.O. Box 2
Shelby, NC 28151-0002

Contact:	Ted Alexander, Regional Director, Preservation North Carolina Western Office
Telephone:	704-482-3531
Email:	talexander@presnc.org

27.6 Pennsylvania

Fairmount Park Historic Preservation Trust, Leasing Program

6245 Wissahickon Avenue
Philadelphia, PA 19144

Contact:	Lucy Strackhouse, Executive Director
Telephone:	267-297-0125
Email:	lucystrackhouse@fairmountparktrust.org

28 THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

28.1 Standards and Guidelines

The National Park Service has developed standards and guidelines to help guide preservation practices at the national, state and local levels. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (the Standards) should be adhered to in a resident curator program. The following information on the Standards is taken directly from the NPS website:

> The Secretary of the Interior's Standards for the Treatment of Historic Properties are common sense historic preservation principles in non-technical language. They promote historic preservation best practices that will help to protect our nation's irreplaceable cultural resources.
>
> The Standards are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The Guidelines offer general design and technical recommendations to assist in applying the Standards to a specific property. Together, they provide a framework and guidance for decision-making about work or changes to a historic property.
>
> The Standards and Guidelines can be applied to historic properties of all types, materials, construction, sizes, and use. They include both the exterior and the interior and extend to a property's landscape features, site, environment, as well as related new construction.
>
> Federal agencies use the Standards and Guidelines in carrying out their historic preservation responsibilities. State and local officials use them in reviewing both Federal and nonfederal rehabilitation proposals. Historic district and planning commissions across the country use the Standards and Guidelines to guide their design review processes.
>
> The Standards offer four distinct approaches to the treatment of historic properties—preservation, rehabilitation, restoration, and reconstruction with Guidelines for each.
>
> http://www.nps.gov/tps/standards.htm.

The Standards for Rehabilitation are the most applicable for a resident curator program.

28.2 The Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

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

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

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

http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm

29 LIST OF ACRONYMS

ADA	American with Disabilities Act
ARB	Architectural Review Board
CA	Fairfax County Office of the County Attorney
CHP	Cultural Heritage Partners, PLLC
CPI	Consumer Price Index
DCR	Massachusetts Cultural Resources Office of the Department of Conservation and Recreation
DNR	Maryland Department of Natural Resources
DPZ	Fairfax County Department of Planning and Zoning
EPA	Environmental Protection Agency
FCPA	Fairfax County Park Authority
HOD	Fairfax County Historic Overlay District
IHS	Fairfax County Inventory of Historic Sites
IRC	Internal Revenue Code
IRS	Internal Revenue Service
JMA	John Milner Associates, Inc.
NHL	National Historic Landmark
NPS	National Park Service
NTHP	National Trust for Historic Preservation
OSHA	Occupational Safety and Health Administration
PNC	Preservation North Carolina

RC	Resident Curator
RFP	Request for Proposal
RPA	Fairfax County Resource Protection Areas
SHPO	State Historic Preservation Office
SWOT	Strength, Weakness, Opportunities and Threats Analysis
TAC	Taxpayer Assistance Centers
VDHR	Virginia Department of Historic Resources

30 GLOSSARY OF TERMS

2232 Review

Through Fairfax County's 2232 Review Process, the Fairfax County Planning Commission reviews public facility and utility proposals to determine if their general or approximate location, character and extent are substantially in accord with the Fairfax County Comprehensive Plan.[48]

Curator

Person or entity that enters into a leasing agreement involving the rehabilitation of the leased property.

Curatorship

Process involving a person or entity undertaking the rehabilitation of a leased property.

Fair market value

Fair market value (FMV) is the price that property would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts.[49]

Historic preservation

The process of applying physical measures to maintain and sustain the existing materials, integrity, and form of a building, including its structure and building artifacts.[50]

History Commission

Fairfax County History Commission established to "help identify, document, record, and preserve our county's historic past here in Northern Virginia. Fairfax County, Virginia.[51]

[48] Fairfax County. "The 2232 Review Process," http://www.fairfaxcounty.gov/dpz/2232/. Internet site accessed June 2014.
[49] Internal Revenue Service (IRS). "Publication 561," April 2007. IRS website http://www.irs.gov/publications/p561. Internet site accessed June 2014.
[50] Cyril M. Harris. *American Architecture: An Illustrated Encyclopedia*. New York: W.W. Norton & Company, 1998.
[51] Fairfax County. "Fairfax County History Commission," http://www.fairfaxcounty.gov/histcomm/. Internet site accessed June 2014.

Inventory of Historic Sites
Fairfax County's official list of historic sites. Properties included in the Inventory must meet certain eligibility criteria and are officially designated by the Fairfax County History Commission. Inclusion in the Inventory is primarily a way of publicly recognizing the significance of a property, although it does not legally protect a property from demolition or inappropriate change. Owners of properties included in the Inventory may meet with the county's Architectural Review Board (ARB) on a voluntary basis to review proposed changes to their properties.

National Register of Historic Places

> *The National Register of Historic Places is the official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.*[52]

Program Development Team
Group responsible for the initiation and development of the RC program, to include the following: Program Manager, Legal Advisor, Financial Advisor, Technical Experts, Program Team, and Zoning Expert (DPZ).

Program Manager
Individual primarily responsible for the administration of the RC program. A full-time county employee, the program manager oversees the day-to-day management of the program.

Program Team
The group responsible for the resolution of all major decisions, for example, finalizing the buildings to be included in the program, curator selection, and long-term program planning. Comprised of a group of professionals committed to the routine involvement necessary for the program to be successful; will work with the program manager to oversee the broad operation of the program.

Rehabilitation

> *The act of process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.*[53]

[52] National Park Service (NPS). "National Register of Historic Places," http://www.nps.gov/nr/. Internet site accessed June 2014.
[53] Kay D. Weeks and Anne E. Grimmer. *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings.* Washington, DC: U.S. Department of the Interior, National Park Service, 1995.

Resource Team
Professionals who are familiar with the program and have agreed to assist as necessary; these individuals will be called upon as needed to advise in their area of expertise.

Sweat equity
Non-financial investment that curator(s) contribute to the rehabilitation of a building.

Transparency
Implication of process involving openness, accountability, and communication.

Zoning Ordinance

> *The Zoning Ordinance of Fairfax County, Virginia, regulates zoning in Fairfax County. It is intended to promote the health, safety and general welfare of the public and to implement the adopted Comprehensive Plan for the orderly and controlled development of the County. It is administered by the Fairfax County Department of Planning & Zoning (DPZ) who's mission is to promote livable communities which enhance the quality of life for the present and the future.*[54]

[54] Fairfax County, Virginia. "Fairfax County Zoning Ordinance," http://www.fairfaxcounty.gov/dpz/zoningordinance/. Internet site accessed June 2014.

31 SAMPLE FORMS

31.1 Maryland Documents

These documents from programs in other states are provided as examples of the types of documents that are needed to develop a program, and do not apply to Virginia law. Documents developed for a program in Fairfax County would need legal review.

Exhibit C

CURATORSHIP DONATION OF RESTORATION AGREEMENT

This Curatorship Donation of Restoration Agreement (hereinafter this "Agreement" or this "Curatorship Agreement") entered into on the _____day of _____, 20___, by and between the

STATE OF MARYLAND

DEPARTMENT OF NATURAL RESOURCES

hereinafter referred to as "DNR"

and

John Q. Public

hereinafter referred to as the "Curator"

WHEREAS, DNR owns the historic structure(s) and other structures, if any, known as Historic Old House described fully in Exhibit A, attached and incorporated herein (hereinafter the "Curatorship Structures"), and deems the preservation of the curatorship structures to be of benefit to the citizens of the State of Maryland (hereinafter "the State");

WHEREAS, the curatorship structures are presently in need of significant restoration and the Curator wishes to donate to the State for the use of DNR an irrevocable gift in an amount sufficient to restore, rehabilitate and renovate the Curatorship Structures;

WHEREAS, the Curatorship Structures are located upon that certain real property consisting of approximately 0.45 acres +/-, as more particularly described in Exhibit A (hereinafter the "Curatorship Grounds") which are located within State Park (the "Park"), (the Curatorship Structures and the Curatorship Grounds are collectively referred to hereinafter as the "Premises");

WHEREAS, the Curatorship Structures are deemed to be important to the heritage of the State as stated in Exhibit B, attached and incorporated herein, and the preservation and restoration, rehabilitation, renovation, and maintenance of the curatorship structures are a benefit to the people of the State;

WHEREAS, the Curator is qualified to do the proposed restoration, rehabilitation, renovation and maintenance as shown by the resume(s), attached and incorporated herein as Exhibit D, and is financially able to undertake the proposed restoration, rehabilitation, renovation and maintenance as shown by the financial statement attached and incorporated herein as Exhibit E;

NOW THEREFORE, DNR and the Curator hereby agree that, the Curator will restore, rehabilitate, renovate and maintain the Curatorship Structure(s) and maintain the Curatorship Grounds as a gift to the State of Maryland, (i) following and in compliance with *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (as may be amended from time to time by the Secretary of the Interior)' and summarized in Exhibit F, attached and incorporated herein, and (ii) under the following terms and conditions:

A. Scope of Agreement

1. The Curator proposes and agrees to complete the restoration, rehabilitation and renovation work as set out in the Schedule of Restoration Work and Estimated Costs (the" Schedule"), attached and incorporated as Exhibit G, and to finish the project within five (5) years of the commencement of this Agreement.

2. Because final restoration, rehabilitation and renovation costs are subject to change, the Curator cannot state precisely the amount of her gift to the State, but agrees that in no event shall his contribution be less than $175,000 or the amount which may have been expended in the restoration, rehabilitation and renovation at the time of his death. In calculating this amount the Curator has included estimates of his expenditures for goods, services and an estimate of the value of his labor, if any, on the project.

3. Upon completion of the work listed in Exhibit G, the Curator shall continue to restore, rehabilitate, repair, and maintain the Premises, including the Curatorship Structures and the Curatorship Grounds, as necessary on a continuous basis during the term of the Curatorship Agreement. These services will be provided without charge and will be performed continuously while the Curatorship is in effect.

4. Subject to DNR's rights to operate and control the Park and the Premises, the Curator shall open the Premises to the public three days each year, as arranged in cooperation with DNR once the restoration, rehabilitation and renovation have been completed.

5. The Curator may not commence any work unless said work is done in compliance with the terms of a lease, license, or other document executed by all required representatives of the State of Maryland and DNR.

B. Tax Treatment and Recording Requirements

1. The Curator understands that the State has not made any assertions or representations as to the tax treatment which his gift to the State will receive from the federal, state or local authorities. It is the Curator's intent that the gift be effective and complete regardless of the tax consequences, and that the tax liability, if any, arising from any part of this Curatorship shall be solely the Curator's responsibility.

2. The Curator's contribution to the State will be in the form of both payment for materials and services purchased by him and his time and labor used in the restoration, rehabilitation,

and renovation of the Premises. Complete records of funds expended and time/labor invested shall be kept by the Curator and forwarded to the DNR Manager of Curatorships (the "Manager") annually on or before March 15 of each year. Manager shall forward Curator written confirmation of the receipt of Curator's annual report.

C. Termination and Transferability

1. Except as otherwise provided in this Agreement, this Curatorship Agreement shall continue in effect throughout the life of the Curator. In no event shall this Curatorship Agreement continue beyond the date of the death of the Curator. If a license, lease, or other document is in effect with regard to the Curator's use and occupancy of the Premises (the "Occupancy Agreement") during the term of this Curatorship Agreement, this Curatorship Agreement and the respective rights of the parties hereto regarding default and termination of this Curatorship Agreement shall be governed by and subject to the same provisions contained in the Occupancy Agreement. It is the intention and agreement of the parties hereto that any default or termination of such Occupancy Agreement shall also result in a default and termination of this Curatorship Agreement.

2. All permanent improvements, alterations, and appliances shall remain the property of the State of Maryland, Department of Natural Resources, upon termination of the Curatorship Agreement. The Curator shall be responsible for the Curatorship Structures being in the best condition, to which they had restored them, at such time as this Curatorship Agreement terminates, normal wear and tear excepted.

D. Miscellaneous

1. This Curatorship Agreement contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Curatorship Agreements.

2. In the event of a conflict between the terms of this Curatorship Agreement and the terms of the Occupancy Agreement, the terms of the Occupancy Agreement shall prevail.

3. This Curatorship Agreement may be amended, but only in a writing signed by both the Curator and DNR.

4. Any notice, demand, consent, approval, request or document to be provided hereunder to a party hereto shall be in writing and shall be deemed to have been given and received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or if given by telecopy, when the telecopy is transmitted to compatible equipment in the possession of the recipient and confirmation proof of complete receipt is received by the sending party during normal business hours, or business day if not confirmed during normal business hours, or (d) five (5) business days after it is posted with the United States Postal Service, if given by certified mail, postage prepaid, return receipt requested. Any notice, demand, consent, approval, request or document to be provided hereunder shall be provided to the recipients at the addresses

shown below or to such other recipients or addresses in the United States as the party changing its recipient or address may designate from time to time by notice to the other party:

If to Landlord:
Department of Natural Resources
Attention: Manager of Curatorships
Tawes State Office Building, E-4
580 Taylor Avenue
Annapolis, MD 21401

With a copy to the Area Manager at:
Patapsco Valley State Park
8020 Baltimore National Pike
Ellicott City, MD 21043

If to the Curator:
100 Main Street
Anytown, MD

5. This Agreement shall become effective upon and only upon its execution and delivery by each party hereto.

6. This Curatorship Agreement shall be interpreted according to the laws of the State of Maryland.

7. All appendices, exhibits, plats, and maps referred to herein are hereby referred to herein are hereby incorporated by reference into this Agreement as if they were fully set forth herein. They are attached to the Agreement of Lease document, but are referenced in this Curatorship Donation of Restoration Agreement.

THE PARTIES HERETO, enter into this Curatorship Donation of Restoration Agreement as acknowledged by the signatures below.

WITNESS:

_____ (SEAL)

DEPARTMENT OF NATURAL RESOURCES

By: _____
Kristin Saunders Evans
Assistant Secretary

WITNESS:

_____ (SEAL)

CURATOR:

_____
John Q. Public

DRAFT

Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

Joseph P. Gill, Secretary
Frank W. Dawson III Deputy Secretary

Request for Proposals for the Curatorship of:

The Grove Farm

Grove Farm Wildlife Management Area
2105 Grove Neck Road,
Earleville, Cecil County, Maryland

Maryland Department of Natural Resources
Resident-Curatorship Program
Emily Burrows, Manager of Curatorships & Cultural Resources
March 2014

PURPOSE

The Maryland Resident Curatorship Program secures private funding and labor for the restoration and maintenance of historic properties owned by the Maryland Department of Natural Resources (DNR) In exchange for restoring a Curatorship property, maintaining it, and periodically sharing it the property with the public, Curators receive the right to lifetime tenancy.

Curators can be private individuals or organizations. On average, the program requires proposals to represent approximately $175,000 worth of improvements to the property, which must be completed within five to seven years. Certain properties may require greater investment.

Resident Curatorships provide a method for ensuring the long-term preservation of historic buildings at no cost to the State of Maryland. The Department of Natural Resources pioneered this program in 1982 and currently has about 50 Curatorships statewide. Our well-developed procedures provide a model for initiating similar programs in other states. To date, curators have contributed over $10 million worth of improvements to these publicly-owned historic structures.

See "FAQ Section" for more details on program and policies, or visit our webpage at

www.dnr.state.md.us/land/rcs

Mark Odell

Quarry Master's House before and after.

GROVE FARM
Grove Farm Wildlife Management Area

History of Property

Grove Farm was built by the Tilghman and Earle families, two prominent families that had been on the Eastern Shore since the 1600s. Like the many other plantations that dotted this area, Grove Farm was likely managed by tenants and worked by slaves or indentured servants. Tobacco would have been the preferred crop in those early years followed by a transition to livestock and grain. Ships docked in the nearby mouth of the Sassafras River would have brought plantation goods to market along the coast and even to Europe.

The earliest portion of Grove Farm manor house was built around 1810, with later additions around 1855 and then 1940. The main house and many of the auxiliary structures still posses the integrity, craftsmanship, and character of these earlier periods. Listed in the Maryland Register of Historic Places and considered eligible for the National Register, the Grove Farm is an intact farm complex representative of the history of agriculture on Maryland's Eastern Shore.

In 2008 the historic Grove Farm and surrounding 750 was were purchased by the Maryland DNR and designated as the Grove Farm Wildlife Management Area. The WMA is dedicated to the preservation of plant and animal species and their habitats. The agency is seeking a partner in the restoration and maintenance of the large Federal Style manor house.

Sassafras River

GROVE FARM
Grove Farm Wildlife Management Area

Description of the Premises and Grounds

The Grove Farm is a c. 1810 Federal Style manor house with additions built in 1855 and 1940. The main house has 6 bedrooms, 4 bathrooms, a library, parlor, formal dining room, and multiple sun-porches. There is also a cellar kitchen that dates to the first period of construction. The main house also features a new roof, gutters, and storm windows, as well as ductwork for HVAC. Electrical systems are in place, but need upgrades.

In addition to the manor house, there is an ice house, corn crib, carriage house with apartments, a bank barn, and other ancillary farm structures. Preference will be given to candidates that propose restoration and re-use of all structures.

The boundary of the Curatorship encompasses approximately 6 acres surrounded by an additional 750 acres of protected land. The land is relatively level and open. Mature chestnut, apple, and pear trees line the driveway and the property hosts a pair of nesting bald eagles.

GROVE FARM
Grove Farm Wildlife Management Area

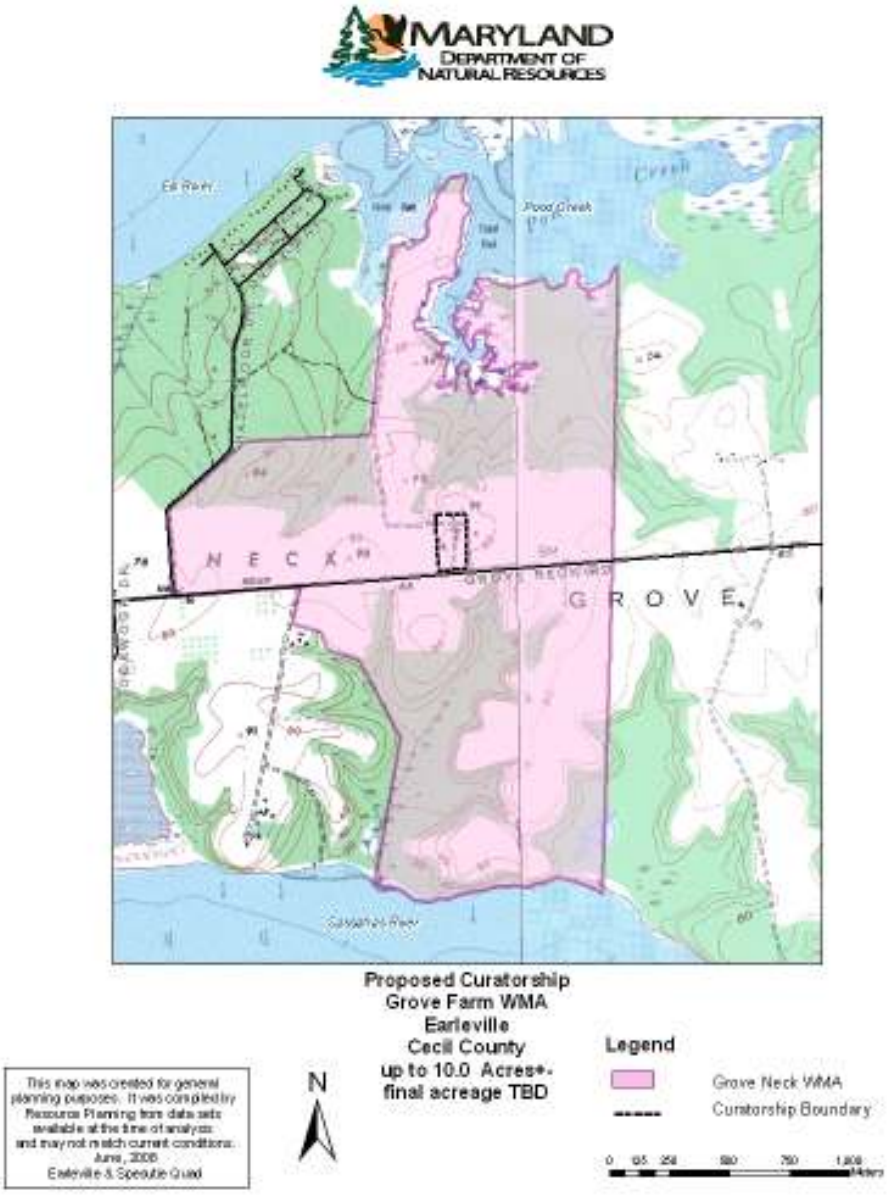
Interior

Manor house features 6 bedrooms with lots of light, 4 bathrooms, a library, parlor, and formal dining room. House includes spacious kitchen in need of updates, butler's pantry, laundry room with washer/dryer. HVAC and ductwork is in place and sympathetic to historic nature of house. Finished attic space, closets, and large cellar provide plenty of space for storage.

Property is available by appointment. For more information, call 410-260-8457.

GROVE FARM
Grove Farm Wildlife Management Area

Map of the vicinity



Not a legal description

Resident-Curatorship Program
FREQUENTLY ASKED QUESTIONS

Why does DNR have this program?

The short answer is that the DNR, which oversee more than 500,000 acres and thousands of structures across the state, owns more historical buildings than it can use or maintain. Instead of letting these important historic buildings disappear forever, the agency tries find creative partnerships that will restore them and give them new use.

Who benefits from Resident-Curatorships?

Curators, DNR, and the public all benefit from resident-curatorships. Through restoration, elements of Maryland's historical and architectural heritage are preserved for the benefit of residents and visitors alike. As long as curators adhere to the Curatorship Agreement, they are able to reside in a historic house for their lifetime.

How often are Resident-Curatorship offerings made?

While the frequency of offerings is unpredictable, generally, there is one offering each year.

Can a Curatorship property be used for commercial or non-profit purposes?

Yes! DNR will consider proposals for leases from commercial or non-profit entities to utilize the historic buildings provided the use does not conflict with the mission of DNR public lands.

What does DNR look for in a curator?

DNR seeks people or organizations who are committed to historic preservation, who want to live in a historic house located within protected land, and have the skills, knowledge, interest, and financial means to restore a piece of Maryland's history.

How do you apply?

Interested parities submit a cover letter, resume, financial disclosure statement, and schedule of work to the Manager of Curatorships and Cultural Resources. Specific information on the proposal can be found under the "Preparing Proposals" section.

How long does the application process take?

The initial review of proposals by a committee can take three months. After a winning proposal is selected, the process from proposal to final approval by the Maryland Board of Public Works can take 6 months to 1 year. During this time, preliminary work on the Curatorship may be permitted under a Right of Entry Agreement.

Can I move right in?

No. Curators cannot take up residence until the property has passed lead paint testing. Passage of the test may require the complete repainting of the interior and exterior of the house at the expense of the curator. DNR may require inspections, such as electrical, plumbing, and septic before tenancy is permitted.

How long do I have to complete the restoration? How much does it cost?

The cost varies according to the size and restoration needs of the house. However, DNR expects a curator to spend not less than $175,000 over the 7 year restoration period. Some of the cost can be in the form of your own "sweat equity". On-going maintenance expenses after the restoration would be a separate expense. Some properties might require a greater investment.

Do I have to pay rent or property taxes? Who pays for the utilities?

Curators are responsible for all utilities and fees, but do not pay rent to DNR. Property taxes are determined by the county and, if assessed, are the responsibility of curators.

The old wood siding and wood windows are too expensive to paint. Can I replace them with vinyl or install brand new windows?

Curators must adhere to historic preservation standards. Whenever possible, the original materials must be restored. Installing vinyl siding or replacing the windows is generally not permitted.

What if I want to replace the windows or build a garage?

Curators must receive permission prior to any making any material changes to the building or land. Proposals are reviewed for a variety of factors, including its aesthetic qualities and its impact on the historic resource. An environmental assessment and a determination of its impact on the park and the natural resources are also considered.

A storm hits and several trees are down and blocking my driveway. Will the State remove them?

Curators are responsible for maintenance of the house, outbuildings, and the land on the curatorship. If trees come down, or the driveway needs resurfacing, curators are financially responsible.

The roof is leaking. Who pays for its replacement?

Curators pay for all restoration and ongoing maintenance costs for the house, outbuildings, and grounds.

Can I get a home improvement loan to help restore the house?

Since curators don't own the house, they may not qualify for such loans. However, it's possible other loans, grants, etc., would be available through local historic preservation entities.

I've been transferred out of state. Can I sublet the house?

Subletting is generally not permitted under the lease agreement. If the Curatorship has been fully restored, the Agency may agree to sublet the property on behalf of the Curator, giving them the option to return to the property at a later time and resume their responsibilities as Curators.

I spent a lot of money installing a new kitchen. Who owns the sink?

All permanent fixtures and improvements; the kitchen sink, dishwasher, stove, furnace, etc. become the property of the State of Maryland once they are installed in the curatorship premises.

I want to clear part of the woods. Do I need permission?

The Department of Natural Resources is obligated to ensure that all work within State Parks, Wildlife Management Areas, Forests, and/or Natural Resource Areas meets state and federal regulations. Because of potential damage to endangered species, water quality, or archaeological artifacts..... any excavation, land clearing, or removal of trees, shrubs, grass, etc. needs prior approval by DNR. Likewise, if you want to plant trees or shrubs, or tackle any project outside the scope of your Curatorship Agreement, review and approval is required. When in doubt, ask the Manager of Curatorships!

Do I have to open the house to the public? Can people just walk right in at any time?

We do require that all curatorship houses be open 3 times a year to the general public in consultation with DNR. Since curatorship houses are on state park land, occasionally people will incorrectly assume the house is open all the time. Curators are stewards of taxpayer resources and should be prepared for the inevitable hiker who walks around the house, not knowing that the area isn't generally open for public use.

The curatorship is granted for life. Can I transfer it to my children?

No. The Curatorship ceases at the death or resignation of the curators. It cannot be transferred.

When I retire, can I sell the rights to live in the house to help pay for my retirement?

No. Curators have no financial interest in the property. They are advised to take this into consideration when planning for retirement.

While every effort is made to keep this fact sheet up-to-date, it is meant to be advisory only. Rules and regulations are subject to change.

WHAT ARE HISTORIC PRESERVATION STANDARDS?

The Secretary of the Interior's Standards for Rehabilitation

The restoration, rehabilitation, and on-going maintenance of Grove Farm and other curatorships must adhere to historic preservation standards. DNR relies on The Secretary of the Interior's Standards for Rehabilitation, which is the most widely accepted standard in the field. See: http://www.nps.gov/history/hps/TPS/tax/rhb/stand.htm

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The Standards (U.S. Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation 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 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.

Mission and Goals of a Wildlife Management Area (WMA)

Mission of the WMA System

The Grove Farm is located within Grove Farm Wildlife Management Area (WMA). The purpose of WMAs is to conserve and enhance diverse wildlife populations and associated habitats while providing for public enjoyment of the State's wildlife resources through hunting and other wildlife-dependent recreation. **It is very important that the use of the Grove Farm be in keeping with this mission and the following goals.**

Goals of the WMA System

- Maintain, enhance or protect sustainable and diverse wildlife populations.
- Create, enhance or protect appropriate habitats, natural communities and ecologically sensitive areas.
- Conserve rare, threatened and endangered species by protecting the habitats that support them.
- With a focused emphasis on hunting, provide wildlife-dependent recreation on areas with minimal capital improvements or other development.
- Provide a venue to educate citizens on the value and needs of wildlife and plant communities through outreach, demonstration and sound management.
- The Wildlife and Heritage Service manages the WMAs for diverse wildlife populations and their habitats in a number of ways, such as applying prescribed burns, planting food plots, establishing native grasses, managing wetlands and performing timber stand work. Some habitats, such as forested areas, provide for wildlife without any direct management.
- Providing for wildlife-dependent recreation involves the installation and maintenance of parking lots, roads, trails, boat access facilities, and user areas for the disabled. Property boundaries, signs, and maps are also updated, as needed.

PREPARING & SUBMITTING PROPOSALS

Curatorship Proposals take the form of a comprehensive document consisting of the following:

Cover Letter: Describe your general plans for the property, your experience, and why you are interested in the Resident-Curatorship program. In addition, describe how your proposed plan benefits the public, and how it fits into the mission of a wildlife management area.

Resume(s): Insert a resume for each prospective curator. Information about, and photographs of, previous related projects may be included. You may also submit information about any consultants, contractors, suppliers, or workers you plan to use.

Financial Disclosure Statement: These forms are available from our program website or from any bank or lending institution. **In addition to this form,** provide a written statement indicating how you plan on financing your proposed restoration of the property.

The Schedule of Restoration: Provide a task-by-task breakdown, with cost estimates, of each phase of the proposed restoration, showing which tasks are to be accomplished in each year (up to seven years) of the project. There is no set format for the Schedule of Restoration, as applicants should develop their own thorough and logical schedule. Drawings and plans are encouraged. Additions and alterations to surviving historic fabric are strongly discouraged, and all work must conform to the Secretary of the Interiors Standards for Rehabilitation.

Completed proposals are to be submitted to:

Manager of Curatorships
Land Acquisition and Planning Unit
Maryland Department of Natural Resources
Tawes State Office Building, E-4
580 Taylor Ave.
Annapolis, MD 21401

Proposals are due 5:00 p.m., June 30th, 2014

All materials submitted become the property of DNR and will not be returned.

DNR reserves the right to reject any and all proposals and to withdraw this RFP at any time

For more information, call 410-260-8457.

For more information, contact:

Manager of Cultural Resources and Curatorships
Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue, E-4
Annapolis, MD 21401
410-260-8457

www.dnr.state.md.us/land/rcs

Photo credits: John-Bruce C. Alexander

PERSONAL FINANCIAL STATEMENT

As of _____ , _____

Complete this form for each applicant. List only those assets you want to be considered in this personal financial statement.

Name	Business Phone
Address	Residence Phone
City, State, & Zip Code	

ASSETS	(Omit Cents)	**LIABILITIES**	(Omit Cents)
Cash on hand & in Banks	$	Accounts Payable	$
Savings Accounts	$	Notes Payable to Banks and Others (Describe in Section 2)	$
IRA or Other Retirement Account	$	Installment Account (Auto)	$
Accounts & Notes Receivable	$	Mo. Payments $	
Life Insurance-Cash Surrender Value Only (Complete Section 8)	$	Installment Account (Other)	$
Stocks and Bonds (Describe in Section 3)	$	Mo. Payments $	
Real Estate (Describe in Section 4)	$	Loan on Life Insurance	$
Automobile-Present Value	$	Mortgages on Real Estate or Rent listed per month (Describe in Section 4)	$
Other Personal Property (Describe in Section 5)	$	Unpaid Taxes (Describe in Section 6)	$
Other Assets (Describe in Section 5)	$	All other Liabilities such as liens, judgments (Describe in Section 7)	$
		Total Liabilities	$
		Net Worth	$
Total	$	**Total**	$

Section 1. Source of Income		**Contingent Liabilities**	
Salary	$	As Endorser or Co-signer	$
Net Investment Income	$	Legal Claims & Judgments	$
Real Estate Income	$	Other contingent liabilities not listed.	$
Other Income (Describe below)*	$		

Description of Other Income in Section 1.*

*NOTE: Alimony or child support payments do not need to be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Loans Payable to Banks and Others. List loans, mortgages, credit card accounts, and other indebtedness. (Use attachements if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly,etc.)	How Secured or Endorsed Type of Collateral if applicable.

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed).

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

Section 4. Real Estate Owned. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name of Mortgage Holder			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. Other Personal Property and Other Assets. (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and if delinquent, describe delinquency)

Section 6. Unpaid Taxes. (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

Section 7. Other Liabilities. (Describe in detail.)

Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies - and name of insurance company.

I hereby affirm that this personal financial statement contains no willful misrepresentation or falsifications and this information given by me/us is true and complete to the best of my/our knowledge and belief.

Signature:	Date:
Signature:	Date:

31.2 Massachusetts Documents

These documents from programs in other states are provided as examples of the types of documents that are needed to develop a program, and do not apply to Virginia law. Documents developed for a program in Fairfax County would need legal review.

dcr
Massachusetts

Request for Proposals for the Rehabilitation, Reuse and Maintenance of

DEADLINE EXTENDED

Gatekeeper's House and Barn
Lowell Heritage State Park (Lowell)

Proposals Due: Friday, June 20, 2014 by 3pm
Interiors viewed by appointment only

Mission: To protect, promote, and enhance our common wealth of natural, cultural and recreational resources.

The Massachusetts Department of Conservation and Recreation (DCR) is steward to over 450,000 acres throughout Massachusetts. For more information on DCR and the Massachusetts State Park system,visit http://www.mass.gov/eea/agencies/dcr/, call 617-626-1250, or write to DCR, 251 Causeway Street, Boston, MA 02114.

Deval L. Patrick, Governor

Richard K. Sullivan, Jr., Secretary, EOEEA

John P. Murray, Commissioner, DCR

Joe Orfant, Chief, Bureau of Planning and Resource Protection

Patrice Kish, Director, Office of Cultural Resources

Kevin Allen, Historic Curatorship Program Manager

Contents

PART I – OVERVIEW: FORGING A UNIQUE PARTNERSHIP *5*

A. OVERVIEW 5
B. HISTORIC CURATORSHIP PROGRAM BASICS 5
C. PURPOSE OF RFP 6

PART II - PROPERTY INFORMATION *7*

A. SITE CONTEXT 7
B. CURATORSHIP BOUNDARY 10
C. DESCRIPTION OF BUILDINGS 10
D. HISTORIC SIGNIFICANCE 12
E. PROPERTY ACCESS & ADJACENT LAND USE 12
F. LEASE TERM 13
G. DEVELOPMENT CONSIDERATIONS 13

PART III – CURATORSHIP REQUIREMENTS *15*

A. REUSE CONDITIONS 15
B. RESPONSIBILITIES 16
C. REQUIRED IMPROVEMENTS 16
D. MAINTENANCE / MANAGEMENT 17
E. FAIR MARKET RENT 17
F. FULFILLMENT OF RENT OBLIGATION 17
G. PUBLIC BENEFIT 18
H. REVIEW AND INSPECTION 19

PART IV - PROPOSAL SUBMISSION *20*

A. FORMAT 20
B. INQUIRIES AND EXPLANATIONS 21
C. PROPOSAL 21

PART V – PROPOSAL EVALUATION & SELECTION PROCEDURE *40*

A. EVALUATION TEAM 40
B. CRITERIA FOR EVALUATION 40
C. CURATOR SELECTION PROCESS / TIMELINE 41

PART VI: RESERVATIONS AND CONDITIONS *42*

A. GENERAL RESERVATIONS 42
B. CONFLICT OF INTEREST AND COLLUSION 42
C. CONFIDENTIALITY 42

D. RESPONDENT'S RESPONSIBILITIES **43**
E. OTHER LEGAL ISSUES **43**

PART VII: APPENDICES ***44***

A. FAIR MARKET RENT DETERMINATION **44**
B. REHABILITATION COST ESTIMATE **44**
C. CONDITIONS ASSESSMENT & REHAB RECOMMENDATIONS **44**
D. FLOOR PLANS **44**
E. PRESERVATION STANDARDS AND CRITERIA **44**
F. MAINTENANCE HANDBOOK **44**
G. HISTORIC CURATORSHIP ENABLING LEGISLATION **44**
H. DEFINITIONS **44**
I. LEASE AREA PLAN **44**

PART I – OVERVIEW: FORGING A UNIQUE PARTNERSHIP

A. Overview

The Commonwealth of Massachusetts, acting by and through the Department of Conservation and Recreation (DCR) is pleased to invite Proposals for a unique opportunity:

> **The rehabilitation, reuse and maintenance of the historic Gatekeeper's House and Barn located in Lowell Massachusetts, in return for a long term lease**

DCR is interested in hearing from a wide a range of proposers. Reuses for the property may involve residential, for-profit or not-for-profit undertakings or a combination thereof. The reuse proposal must be consistent with the guidelines of this RFP and be compatible with DCR's mission as a conservation and recreation agency.

B. Historic Curatorship Program Basics

Within the Commonwealth's 450,000- acre park system are a number of unused, historically significant buildings. Over time, these properties have fallen prey to the elements and vandalism. The Historic Curatorship Program was established to preserve these properties through unique public-private partnerships. Through the program, DCR partners with a Curator who agrees to rehabilitate, manage and maintain a historic property in return for a long-term lease. As a result, the Commonwealth secures the long-term preservation of a threatened historic structure and the Curator exchanges his or her hard work and unique skills for the opportunity to live or work in a one-of-a-kind location.

A Curator is selected through an open and competitive process, and a proposed reuse must be compatible with the historic and natural character of the park or forest in which the structure is located. Proposals are evaluated according to the experience of the applicant, the quality of the reuse plan, proof of sufficient resources to undertake the project, and level of public benefit beyond providing biannual public access. Lease terms generally range from 25 to 60 years and are determined based on the amount of work required and the fair market rent.

C. Purpose of RFP

The purpose of this RFP is to identify and select a Curator who:

- Is committed to the rehabilitation, management and maintenance of the historic Gatekeeper's House and Barn
- Understands and accepts the unique challenges of leasing a property located in a state park
- Appreciates the value of the building and its setting for both their historic and natural qualities

The State Legislature enacted enabling legislation for the Historic Curatorship leasing program in 1994 (§44, Ch.85, Acts of 1994 as amended, see Appendix G). This legislation provides for an open, competitive selection process for Curators, consistent with established procedures of the Massachusetts Division of Capital Asset Management and Maintenance (DCAM). This Request for Proposals conforms to these requirements.

PROPOSALS MUST BE RECEIVED BY THE DEPARTMENT OF CONSERVATION AND RECREATION AT THE ADDRESS SPECIFIED IN THIS RFP NO LATER THAN **3 PM, FRIDAY, June 20, 2014.** REFER TO PART IV OF THIS RFP FOR PROPOSAL SUBMISSION REQUIREMENTS

Access to inspect the interior of the property is by appointment. The exterior can be inspected at any time. To schedule an appointment to view the interior: Call 617-626-1361 or send an email to HCP.Requests@state.ma.us.

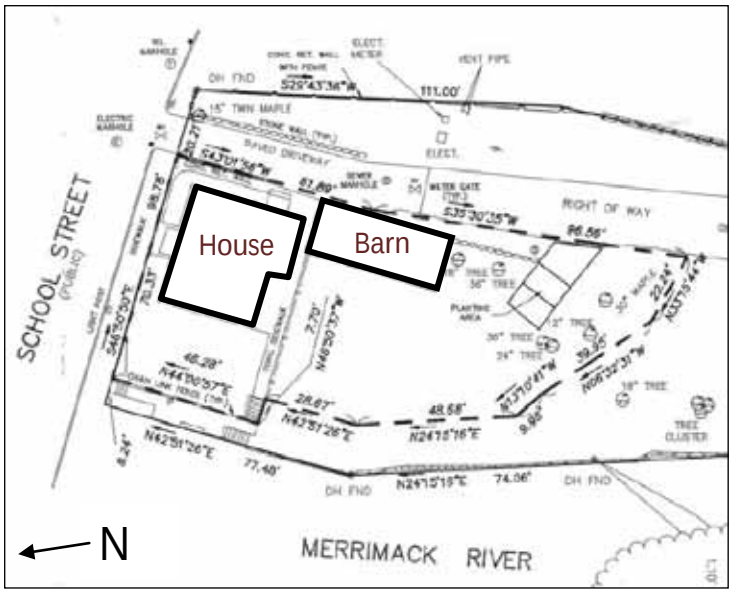
For any questions on this RFP, contact the Historic Curatorship Program:

Kevin Allen, Program Manager
251 Causeway St., 7th Floor Boston, MA 02114-2104
HCP.Requests@state.ma.us
617-626-1361
tinyurl.com/ma-curators

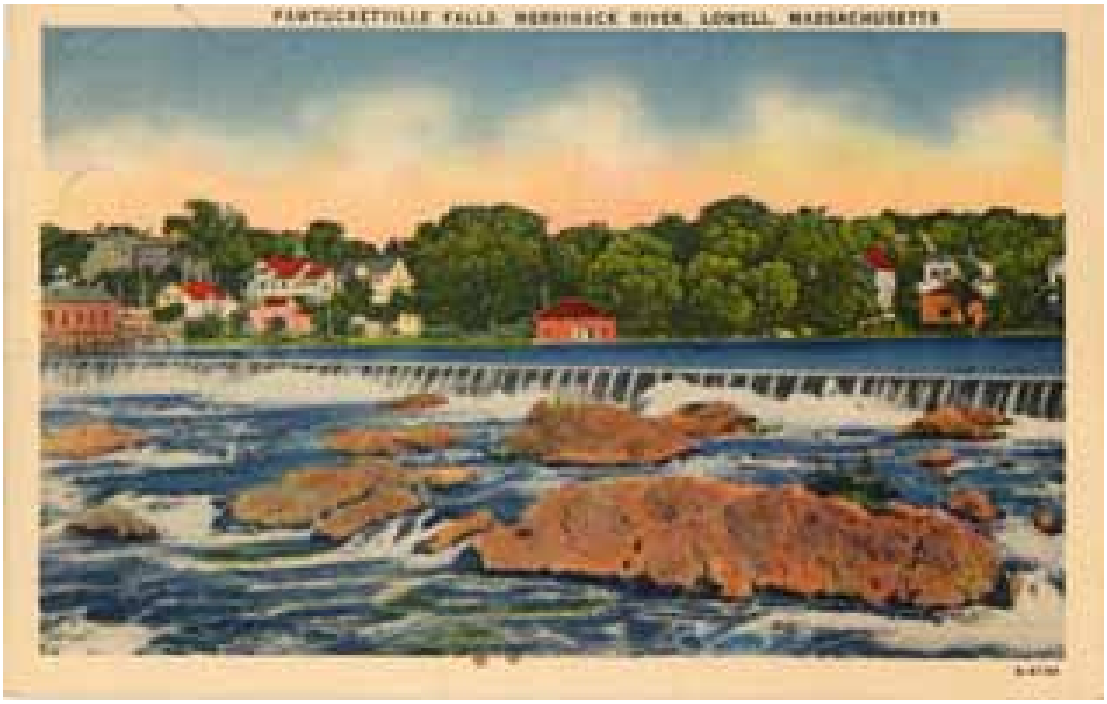
PART II - PROPERTY INFORMATION

A. Site Context

1. Location



The Gatekeeper's House and Barn are located at 23 School Street in Lowell, Massachusetts on the south bank of the Merrimack River. The property lies within the boundaries of Lowell Heritage State Park, the Locks and Canals Historic District, the Lowell National Historic Park, and within the jurisdiction of the Lowell Historic Board (LHB). The House commands a scenic view of the breadth of the Merrimack as it flows toward the Great Dam at Pawtucket Falls.



Built during the industrialization of Lowell, the Gatekeeper's House and Barn are part of a rich historic landscape along the Merrimack River. Adjacent to the House is the brick gatehouse and lock chamber of Pawtucket Falls, a section of the Northern Canal system constructed in the mid-nineteenth century. Just west of the house, along the bank of the river, lie the Blacksmith's Shop and a boat ramp. The Blacksmith's Shop and Gatehouse are part of the National Park Service's walking tours and canal rides of Lowell's tourism trade.

The Gatekeeper's House lies at the edge of a residential neighborhood consisting of single and multi-family houses which line School Street and adjacent Pawtucket Street. Small local businesses, the historic Spaulding House and a chapter of the Red Cross are located along Pawtucket Street.

2. Park description- Lowell Heritage State Park

In the 1820's, Lowell became one of the first cities in the U.S. to harness energy on a large scale. Early industrialists designed and executed an elaborate scheme of canals, gates, locks, and bridges, manipulating the forces of the Merrimack River to mass production. The heritage area of the Merrimack River, including the Gatekeeper's House, the Pawtucket Gatehouse, and the Blacksmith's Shop, was established as a state park in 1975. The goals of the park are to preserve the cultural heritage of Lowell and the surrounding region and to develop resources that comprise the area's heritage in order to increase public appreciation and enjoyment of those resources. The Lowell National Historical Park was also created in 1978.

The Department of Environmental Management (the precursor to the current Department of Conservation and Recreation) worked in conjunction with both the National Park Service and the Lowell Historic Board to develop the Heritage State Park. Lowell National Park programming includes canal tours, walking and trolley tours, and interpretive sites, and exhibits throughout the city. The Boott Cotton Mills Museum offers a range of exhibits, such as the Suffolk Mill Turbine exhibit, and houses the National Park Service offices.

DCR maintains several independent recreational sites. Currently, the most frequently visited DCR area is the Vandenburg Esplanade, a landscaped riverway located across the river from the Gatekeeper's House. The Esplanade is enjoyed by bikers, joggers, walkers and picnickers, and weekly concerts at the Sampas Pavilion draw an added 1,000 to 1,200 people.

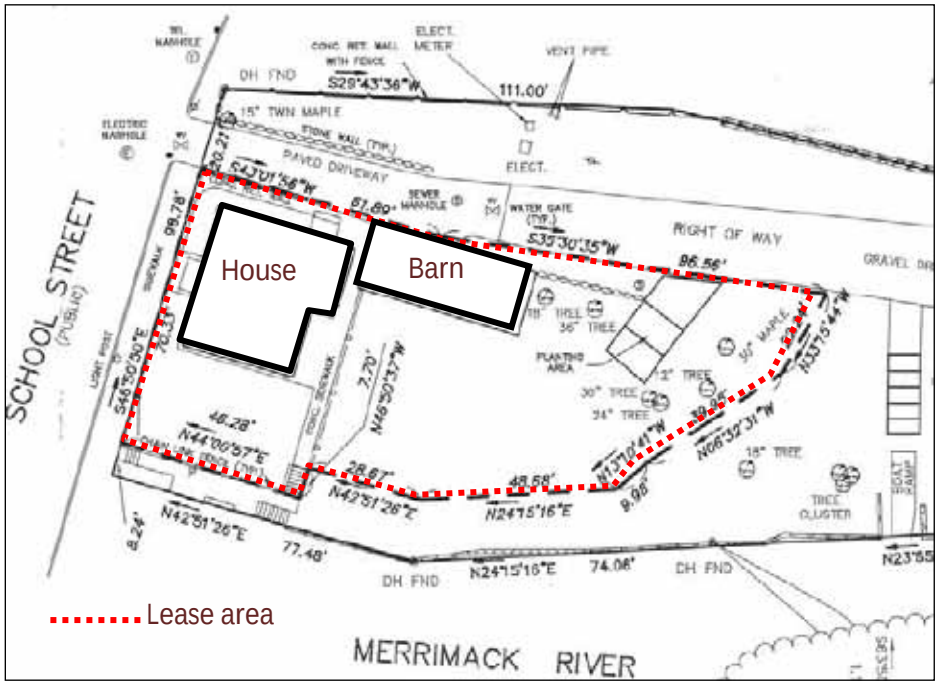
A public boat ramp for motorized craft is located at Sampas Pavilion across the river and upstream from the Gatekeeper's House. http://www.mass.gov/dcr/parks/northeast/llhp.htm

3. City of Lowell

Lowell Heritage State Park lies entirely within the city limits of Lowell, located 26 miles northwest of Boston. Lowell is easily accessible from Route 3, Route 495, Route 128, and Route 93. It is within easy driving distance of Greater Boston, rural New Hampshire, and the seacoast of Maine. Lowell is connected to Boston, which is a 45 minute drive away, and other cities by way of the MBTA commuter rail system. The city features a vibrant and eclectic downtown, the University of Massachusetts, Lowell and serves as a major cultural center for the Merrimack Valley. Historical attractions include National and State Park programs and museums such as the Boott Cotton Mill Museum and the Whistler House Museum.

B. Curatorship Boundary

The property boundary for this one-half-acre site includes the Gatekeeper's House and upper lawn, the adjoining Barn with garage and shed, and the sloping lower lawn area. Access to the garage section of the Barn is by a right of way. The lease area is separated from the river's edge by a public access buffer.



C. Description of Buildings

<u>The Gatekeeper's House</u>

The Gatekeeper's House is a two story, side gabled, wood frame house built in 1847 in the Italianate style. The main house is three bays wide and two bays deep, with a hipped roof section at the rear and a one story kitchen ell. The main (northeast) façade front School Street with a central entryway and pedimented porch, an addition made sometime before 1890. The entrance is handicapped accessible. The Italianate windows in the two front bays are arched sashes with heavy, torus moldings. The house is clad in wooden clapboards and cornerboards with a boxed cornice. A second entrance on the southeast side is covered by a small porch with

wooden columns and a shallow-pitched roof. The rear façade has a large picture window at the west, offering spectacular views across the lawns, toward the Merrimack River and Pawtucket Falls.

The interior of the Gatekeeper's House was drastically remodeled in the mid-20th century, leaving little of the original detail in place. Some of the interior elements that are original are the staircase, the baseboards, and the wide pine flooring. The main entry of the house opens onto a central hall with a single run stairway along the right wall. The ground floor contains three large rooms and a kitchen. Located at the rear of the House the kitchen is outdated but operable with sink, fixtures, cabinets, and fixtures, and closet space for a pantry. The adjacent room has a large window that opens to scenic southern views of the river. A mud room and plumbing for a ½ bath are located in the rear ell. There are two doorways off of the mud room, one leads to the upper lawn and the other to the eastern entry porch

The second floor is divided into a small hall at the stair landing, two large bedrooms, a smaller bedroom, and a full-sized bathroom. Each room is equipped with a separate closet.
The Gatekeeper's House is connected to city water and sewer lines. Rough plumbing for a bathroom on the second floor has been completed, but further work is required to create a usable bathroom. The first and second floors of the house total approximately 1,600 square feet of occupiable space. The attic and basement are suitable for storage only.

The House is surrounded by lawn and garden areas to the west and the south. The upper and lower lawns are separated by a 10 foot high stone retaining wall. The lower, sloped lawn area is framed by this wall and the Barn and is the site of a nineteenth century herb garden. Although some of its elements are no longer extant, the garden has great potential for revival.

<u>The Barn and Shed</u>
The Barn is a separate wooden structure made up of a shed, garage, and storage space. The building is oriented in a north-south position along the right-of-way, to the west of the house. Due to the slope of the land, the rear façade of the Barn is a full story higher than the front, providing storage space below the garage.

The central portion of the building, constructed at the same time as the main house, is suitable for use as a one car garage, workshop or studio. A smaller, one story section, constructed prior to 1890, extends toward the house at the northeast, and a small lean-to with shed roof. (c. 1890's) is attached at the southeast wall of the garage. The northeastern section is clad in vertical boards, while the other elements are sheathed with narrow clapboards and cornerboards. The Barn contains 664 square feet of occupiable space, including the one-car garage.

D. Historic Significance

Gatekeeper's Cottage from rear, prior to rehabilitation in mid 1990s

The Gatekeeper's House and Barn occupy a landscape significant for its record of the early industrialization of New England. Beginning in the 1820's, Lowell transformed from rolling farmland to a showplace of engineering and industry. The key to the development of industry was controlling the power of the Merrimack River.

In order to harness the energy of the river Lowell engineers designed a dam and a system of canals that re-routed the course of the river for industrial purposes. This system included a series of gates, locks, and bridges that powered turbines at the mills.

The Pawtucket Falls were originally dammed as part of the Pawtucket Canal Project. Later in the middle of the nineteenth century the dam was used to regulate the flow of water into the Northern Canal system, the final part of the great Lowell locks and canal system. This project resulted in the Gatehouse at the falls, the lock chamber and the Gatekeeper's House and Barn, built in 1847. The design of the House is believed to be that of Cleveland J. Cheney, a carpenter in the employ of the Proprietors of Locks and Canals between 1847 and 1863. Paul Hill, the Superintendent of Locks and Canals and Cheney's supervisor, may also have had a hand in the design of the house. The first gatekeeper, Daniel Brooks, lived in the house until his death in 1874.

After a long period of use by Lowell Locks and Canals, the Gatekeeper's House and Barn were maintained as a private residence until 1977, when the property was acquired by DCR. A park interpreter lived in the house until 1986 when the house was vacated. In 2001 DCR selected a family to rehabilitate, occupy and maintain the property through the Historic Curatorship Program. The Curators used the property as a single family residence and left in 2011 at the end of the term.

E. Property Access & Adjacent Land Use

Access to the property is by way of a narrow driveway off of School Street. The driveway is also used by a number of different users to access the site, including the managers of the hydroelectric dam, the City of Lowell Sewer department and the National Park Service and its patrons.

F. Lease term

DCR is offering a fifteen year lease term with up to two five-year, mutually agreed upon extensions. Alternate proposed lease terms may be considered if supported by sufficient justification describing any additional proposed investment or services.

G. Development Considerations

1. Historic Designations

The property is listed on the National Register of Historic Places as a contributing element of the Lowell Locks and Canals Historic District in 1976. This listing protects the property from any adverse effects caused by any state or federal action.

The Gatekeeper's House and Barn, located within a local Historic District, are also subject to the review of the Lowell Historic Board (LHB). Chapter 40c and local ordinances grant his group binding review over exterior architectural features that are visible from a public way. This includes paint color and roofing materials as well as major alterations to the design. Alterations to the exterior of the Gatekeeper's House and Barn must be approved by the LHB in addition to DCR and the Massachusetts Historical Commission.

2. Historic Preservation Priorities

As mentioned elsewhere in this report, the primary goal of this effort is to ensure the long term preservation of the Gatekeeper's House and Barn. Any reuse must retain the historic integrity of the house. Proposed changes to the exterior are not encouraged, and any changes will be subject to the approval of DCR, MHC and the Lowell Historic Board. Because of the lack of historic integrity on the interior, Curators will have greater flexibility to alter spaces and finishes.

3. Reuse Possibilities

Any proposed reuse will be required first and foremost to respect the historic integrity of the building and be compatible with the surrounding parkland and neighborhood. Any change in use (non-residential) will have to be compatible with the park, surrounding property owners and the neighborhood, and provide comparable levels of oversight and security.

4. Impacts on the property from other uses

The Curator/Tenant's use of the Gatekeeper's House and Barn must not interfere with the public access right-of-way to the restored Blacksmith's Shop and boat ramp. This right of way runs east to west from School Street to the Shop. Emergency access and provision for routine safety exercises by municipal agencies must also be allowed at the boat ramp. Curator/Tenant will have access to the Barn from the right of way.

This driveway also has an easement for the hydroelectric plant management company to bring a crane to the rear of the property adjacent to the dwelling for use in cleaning debris from the inlet gates to the dam. This occurs three (3) or four (4) times per year. There is also another easement to the City to access a sewer pump station and accompanying support equipment.

In addition, the National Park Service visitors use, from time to time, the pedestrian right of way along the river wall edge.

PART III – CURATORSHIP REQUIREMENTS

A. Reuse Conditions

The Commonwealth considers leasing historic properties through the Historic Curatorship Program primarily as a means to facilitate their long term preservation. Historic properties may be leased only if the following reuse conditions are met:

1. The proposed use(s) are compatible with the mission of the Department of Conservation and Recreation;

2. The proposed use(s) are compatible with the public's enjoyment of the resource;

3. The proposed improvements and use of the property are compatible with the quality and significance of the resource;

4. The proposal for reuse is formulated to provide a public benefit to the citizens of the Commonwealth;

5. The proposed improvements are carried out by person(s) with sufficient qualifications and/or appropriate licensure; and

6. The proposed improvements will thoroughly consider the use of environmentally sustainable products and practices in the rehabilitation, management and maintenance

Barn, during rehabilitation, mid 1990s

B. Responsibilities

The Commonwealth intends that, under the lease, the Curator, and all heirs, successors and assigns, shall have sole responsibility for:

1. Rehabilitating and maintaining the property as a significant historic resource in conformance with the preservation and construction standards outlined in Appendix E and in The Secretary of the Interior's Standards for the Treatment of Historic Properties (1992); and taking all practicable precautions against damage by fire, vandalism or other cause.

2. Occupying and maintaining the property in conformance with the Lease and any other conveyancing or contractual instruments, and all applicable permits, federal, state and local laws, regulations and the like.

3. Defraying any and all costs (above DCR's agreed upon level of assistance) associated with the capital improvement and repairs and maintenance of the property in conformance with the Lease and any other conveyancing or contractual instruments.

4. Paying all applicable local and state taxes or fees which may be associated with the property for the duration of the lease.

5. Maintaining in full force sufficient insurance to cover costs of rehabilitating any partial damage or destruction of the property, including flood coverage for any part of the lease area that falls within a delineated flood zone.

6. Maintaining comprehensive liability insurance for all activities.

7. Indemnifying the Commonwealth against all claims or suits brought as a result of an error or an act or omission by the Curator.

C. Required Improvements

The selected Curator will be responsible for all improvements required to rehabilitate the property to the Secretary of the Interior's Standards for Historic Rehabilitation (see Appendix E). While the details of the rehabilitation will be shaped by the proposed reuse and the review of DCR, the Massachusetts Historical Commission, Lowell Historic Board and any other pertinent review authorities, minimum expected improvements will include:

- Plumbing & electrical upgrades
- Repoint foundation of house and barn
- Replace or repair window and door sills, window framing, corner boards and shutters.
- Reinforce first floor framing
- Complete renovation of upstairs bathroom
- Prime and paint house (interior & exterior)
- Sand & refinish floors of house

- Install drainage structure with associated piping
- Remove concrete area at rear entrance and concrete patio and replace with appropriate materials
- Replace exterior stairs and hand rail from patio to lower level yard at barn
- Landscaping improvements
- Re-commission security and fire alarms
- Repair and repaint picket fence along street

These improvements and any others proposed by the Curator will be outlined in a Work Plan that will be incorporated into the lease.

D. Maintenance / Management

The Curator will be responsible for all costs related to the reuse and management of the property, including, but not limited to, utilities, regular and routine maintenance including, but not limited to, those tasks outlined in Appendix F.

E. Fair Market Rent

According to the Historic Curatorship Program's Enabling Legislation, DCR must establish a Fair Market Rent for the property. For the purposes of this solicitation, DCR is establishing a rent value of $13,464.00 per annum for the length of the base term. See Appendix A for more on the determination of this value. The Fair Market Rent for any extension terms will be adjusted based on the increase in the US Consumer Price index from the lease execution year to the time of the extensions.

Fair Market Rent (from HUD 2013 FMR values)	**Two-Bedroom**
Monthly	$1,122.00
Annual FMR	$13,464.00
annual FMR x15 year lease	$201,960.00

REHABILITATION ESTIMATES	$117,006.00
annual maintenance (20% of FMR)	$2,692.80
x15 year lease	$40,392.00
annual occupancy / management credit (25% of FMR)	$3,366.00
x15 year lease	$50,490.00
Estimated Curator Investment	$207,888.00

F. Fulfillment of Rent Obligation

If all rehabilitation, management and maintenance services agreed upon in the lease are performed, no cash rent will be exchanged. The Fair Market Rent is offset by the following investments:

1. Required Improvements

Curators are credited with the value of the Required Improvements (including but not limited to those listed in Part III, Section C, and Appendix B).

2. Management and Maintenance Credit

Curators are credited 20% of the value of the Fair Market Rent annually for the ongoing maintenance of the property (assuming all required maintenance tasks are being performed according to the guidelines established in Appendix F). To recognize the value of the occupation and management of the property (utilities, fees, any applicable taxes, etc.), the Curator is credited an additional 25% of the value of the Fair Market Rent annually.

3. Mandatory Improvements

The value of work performed on Mandatory Improvements can be accrued and applied towards the Fair Market Rent for the base term and any proposed extension terms. *Mandatory Improvements* are unexpected tasks that were not identified in the Conditions Report or the Proposal, but are necessary for the continued preservation and occupancy of the property. These improvements are normally capital in nature, and do not include general maintenance (spot repairs, garden maintenance, touch up painting, etc). General maintenance work is accounted for through the 20% maintenance credit.

For example: Repair begins on interior wall and a rotted corner post is discovered. Since this is a mandatory improvement not included in the original assessment, the Curator submits a cost for the repair (materials and labor), and that value can be applied towards the Fair Market Rent for the base term and any extensions.

If a Curator decides to perform *Optional Improvements*, the cost of those improvements cannot be credited towards the Fair Market Rent. Optional Improvements are those projects that are not required for the continued preservation or occupancy of the property (for example, a jetted tub or premium appliances)

G. Public Benefit

The Historic Curatorship's Enabling Legislation requires that the property be accessible by the public at least twice a year. **The quality and scope of the proposed public benefit beyond this basic requirement is a criterion in the evaluation of Curator proposals.** DCR encourages Curators to coordinate public benefit activities with other park events. Public benefit examples:

- Maintaining trails in and around the property
- Maintaining a web site or blog to document the project
- Coordinating a senior's garden and farm tour
- Sponsoring bi-annual tours of the property
- Partnering with the park on an event or project (Great Park Pursuit, Park Serve Day, etc)
- Opening a garden to a local youth group as a service project
- Holding a demonstration class highlighting preservation carpentry
- Allowing a local group to use the property for meeting/event space
- Returning a percentage of business revenue over a determined amount to DCR
- Participate in a community-wide property tour (e.g. Lowell Open Doors)

H. Review and Inspection

1. Review by Massachusetts Historical Commission

As required by Massachusetts General Laws Chapter 9, §26-27c, as amended by Chapter 254, Acts of 1988, and state regulation (950 CMR 71.00), DCR is required to consult with the Massachusetts Historical Commission (MHC) regarding the proposed leasing of the property. The successful culmination of the MHC consultation process will be a finding by MHC that any work plan associated with a lease has "no adverse effect" on the historic qualities of the property. Following provisional designation, the Curator will submit any proposed alterations to DCR, where the work will be reviewed and forwarded to MHC for review and comment. MHC has thirty days from the submission of a new project notification to review and comment.

2. Inspections

DCR reserves the right to inspect any and all work performed under the Curatorship. The State Building and Plumbing Inspectors must review and approve all work to the building and the plumbing, while electrical work, health, fire and safety issues and fire protection fall under the jurisdiction of the local inspectional authority. If applicable, sewer connections or septic system installation / maintenance may be regulated by the MA Department of Environmental Protection, the local Board of Health, or both. The Curator is also responsible for all compliance with any and all state, local or federal regulations, including but not limited to the Natural Heritage and Endangered Species Program, the local Conservation Commission and local Historical Commission.

3. MEPA Review

In accordance with the Massachusetts Environmental Policy Act (301 CMR §11.27), the Curator will be required to work with DCR in filing an Environmental Notification Form (ENF) if the proposed project triggers any of the thresholds for review (see www.env.state.ma.us/mepa/regs/11-03.aspx). After the lease is executed, any new major projects not included in the original scope may also require the Curator to file a “Notice of Project Change" with the appropriate MEPA Unit for review.

PART IV - PROPOSAL SUBMISSION

DUE DATE: before 3:00pm, FRIDAY, JUNE 20, 2014

A. Format

Six (6) copies (one unbound) of the Proposal must be enclosed in a sealed envelope and submitted to DCR before the time stated in this Request. The face of the envelope containing the Proposal must show, in the upper left corner, the name and address of the Proposer. The face of the envelope must also show, in the lower right corner, the following:

HISTORIC CURATORSHIP PROPOSAL
Lowell Gatekeeper's House and Barn

Proposals should be submitted to the following address, to be received no later than the submittal date specified in the cover letter of this RFP package:

Department of Conservation and Recreation
Office of Cultural Resources
251 Causeway Street, 7th floor
Boston, Massachusetts 02114-2104
Attn: Kevin Allen, Historic Curatorship Program Manager

Mailed proposals must actually be received, not just post marked, by the submission deadline. Facsimile ("fax") proposals and proposals submitted after the deadline will not be accepted. Proposers are requested to examine this RFP and the accompanying Table of Contents to make sure that all pages are included. DCR assumes no responsibility for a proposal submitted on the basis of an incomplete RFP package.

Proposers are expected to review all requirements and instructions of this RFP; failure to do so will be at the Proposer's risk. Each Proposer should furnish all the information required by this RFP. DCR reserves the right to waive formalities in any Proposal, and may, if it determines that such action is in the best interests of the Commonwealth, select a Proposal which does not conform in all details with the requirements of this RFP. Likewise, the Commonwealth reserves the right to reject any and all Proposals.

This Request does not commit the Commonwealth of Massachusetts to enter into any disposition of real property interest; or to pay any costs, including costs associated with any studies or designs, incurred by any party in the preparation and submission of a Proposal.

Proposals will not be returned but will be retained by DCR for the official record.

B. Inquiries and Explanations

All inquiries concerning this Request For Proposals should be directed to:

Kevin Allen, Program Manager
Historic Curatorship Program
Department of Conservation and Recreation
7th floor, 251 Causeway St.
Boston, Massachusetts 02114-2104
HCP.Requests@state.ma.us

Tel.: (617) 626-1361

Any explanation desired by a Proposer regarding the meaning or interpretation of this Request must be submitted in writing and with sufficient time allowed for a reply to reach the Proposer prior to the submission of their Proposal. Verbal explanations or instructions shall not be binding on the Department.

Any information given in writing to a prospective Proposer will be furnished to all prospective proposers as an amendment to the Request For Proposals if such information is deemed by DCR to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information.

C. Proposal

Proposals should follow the outline and supply all of the information described below, and should demonstrate the ability of the potential Curator to undertake a challenging and complex assignment. Proposals should be persuasive as to their feasibility and should reflect an understanding of the historic qualities of the property and their value. It is intended that the substance of a Proposal, as approved by the Commonwealth, will be incorporated into all agreements and real property transactions which may result from the process. Please submit a cover letter with any proposal.

Proposals must include responses to all applicable sections of this RFP. Proposers may fill in the provided spaces and attach additional sheets or submit a separate document containing responses to each of the twelve sections. If the Proposer chooses the latter option, please provide responses in a similar format, under the same section headings. Electronic (Word) versions of the application section are available upon request.

Section 1: Applicant Information

List the names, addresses and telephone numbers of all principals, partners and others participating in the project.

Name

Address

City State Zip

email Telephone

Name

Address

City State Zip

email Telephone

Name

Address

City State Zip

email Telephone

ADD ADDITIONAL SHEETS IF NECESSARY

Section 2: Proposed Reuse

a. Please provide a narrative summary of the Proposed Reuse concept. Be sure to describe how the proposed reuse concept is compatible with:

1. The long-term preservation of the Gatekeeper's House and Barn and associated landscape;
2. DCR's mission and management of the Lowell Heritage State Park;
3. The surrounding neighborhoods and municipalities;
4. The historic value of the Gatekeeper's House and Barn;
5. The natural environment of Lowell Heritage State Park and surrounding area

ADD ADDITIONAL SHEETS IF NECESSARY

b. Public Benefit

The Historic Curatorship Enabling Legislation requires that properties be open to the public at least twice annually. Describe the proposed scope and nature of the Public Benefit Element, and any projects / programs / services that will fulfill and/or exceed this requirement.

ADD ADDITIONAL SHEETS IF NECESSARY

Section 3: Rehabilitation Plan Summary

Curatorship terms are comprised of a Rehabilitation and Maintenance Phase. The Rehabilitation Phase involves the major improvements involved in making the property fit for occupancy. The Maintenance Phase follows for the term of the lease, and includes the routine maintenance of the property, as well as other major capital improvements as necessary.

a. Rehabilitation Plan Summary

This section should specify how the Proposer intends to carry out the Rehabilitation and Maintenance phases of the project, including the Required Improvements listed in Part III-C. Please include a general schedule with milestones for major improvements. A more detailed schedule will be required before lease execution. Indicate the estimated length of the Rehabilitation Phase of the project.

Also please use this section to propose eliminating, adding, or changing any Required Improvements and provide justification.

The Rehabilitation Plan should not presume any labor or in-kind goods or services from outside philanthropic or volunteer sources, unless explicit written commitment of such support is provided.

ADD ADDITIONAL SHEETS IF NECESSARY

ADD ADDITIONAL SHEETS IF NECESSARY

b. Sustainability

Describe, if applicable, any proposed implementation of environmentally sustainable building technology and practices in the rehabilitation and operation of the property.

c. Accessibility

If applicable to the proposed reuse, describe how the rehabilitation of the property will address accessibility regulations required by the Americans with Disabilities Act and the Massachusetts Architectural Board.

ADD ADDITIONAL SHEETS IF NECESSARY

Section 4: Lease Term

DCR offers a 15 year lease term and up to two 5-year, mutually agreed upon extensions.

Use this section to describe an alternative term, if applicable, and include justification for the proposed term by describing any additional proposed investment or services. DCR reserves the right to accept or refuse any alternate lease term as part of the evaluation and selection process.

ADD ADDITIONAL SHEETS IF NECESSARY

Section 5: Experience and Qualifications

a. Summary

Provide a narrative summary of experience and qualifications to undertake, implement and manage the rehabilitation, reuse and maintenance of the property. Supplemental material describing pertinent projects, including visual aids, is encouraged but not required.

ADD ADDITIONAL SHEETS IF NECESSARY

b. Describe specialized skills in historic preservation projects

ADD ADDITIONAL SHEETS IF NECESSARY

Section 6: Financing Plan

For the purposes of the RFP, the estimated value of the rehabilitation, management and maintenance of the property through the lease term (see Appendix A+B) is:

Rehabilitation	$117,006.00
Occupancy / Management	$50,490.00
Maintenance	$40,392.00
Anticipated Curator Investment	**$207,888.00**

This section is used to determine the proposer's financial prospects for implementing the requirements of this RFP. All information will remain *confidential.* In particular, please provide the following information:

a. Narrative Statement of Financial Capacity

The Proposer should submit as much information as he/she believes will be useful in evaluating his/her financial reliability for:

- all of the pertinent tasks listed in the Conditions Reports (Appendix C)
- any proposed alternate tasks not listed in the Conditions Report (Appendix C)
- any additional proposed improvements
- all maintenance costs
- all management costs (soft costs) related to proposed reuse (utilities, insurance, legal costs, fees, contingencies, etc.)

ADD ADDITIONAL SHEETS IF NECESSARY

b. Estimated project costs

Use the table below to summarize expected costs (attach more detailed breakdowns if desired).

The costs included in the attached Appendix B are for reference only – they represent the potential cost for this work if DCR, as a state agency, were to perform the same tasks. The costs listed in the section below do not need to match those listed in Appendix B, however they must match the total projected income. If projected costs differ significantly from those costs provided please provide information justifying the differences.

HARD REHABILITATION COSTS For example: Site Work, Concrete, Masonry, Wood and Plastics, Roofing, Doors and Windows, Finishes, Furnishings, Mechanical, Electrical, etc.	$
SOFT REHABILITATION COSTS For example: Architectural / Engineering, Legal / Accounting, Permits / Surveys, Marketing, Construction Interest, Development fees, Financing fees, Insurance, Contingency, Escalation, etc.	$
MAINTENANCE COSTS Including mowing, roof repairs, repointing, mold remediation, pest control, maintaining mechanical systems, etc. (estimate annual maintenance costs and multiply by proposed lease term)	$
MANAGEMENT COSTS For example: Utilities, insurance, legal fees, public benefit component; etc. (estimate annual management costs and multiply by proposed lease term)	$
Total Projected Costs	$

ADD ADDITIONAL SHEETS IF NECESSARY

c. Estimated Funding Sources

Please estimate projected funding sources. The Proposal should not presume any funding, labor or in-kind goods or services from outside philanthropic or volunteer sources, unless explicit written commitment of such support is provided.

Equity (note sources below)	$
	$
	$
	$
Financing (note sources below)	$
	$
	$
	$
Other Sources (note sources)	$
	$
	$
	$
TOTAL PROJECTED INCOME:	$

Total Proposed Costs (from previous page)

TOTAL PROPOSED COSTS:	$

ADD ADDITIONAL SHEETS IF NECESSARY

Section 7: Miscellaneous Financial Information

a. Bank References

Lending Institution	Name of Lender	Address	Phone

b. Bankruptcy Disclosure

If the Proposer or any affiliated business entity of the Proposer or any of the entity's officers, principal, or investors has been adjudged bankrupt, either voluntarily or involuntarily, within the last ten years, please note the date and location of the judgment and the name of the party involved.

ADD ADDITIONAL SHEETS IF NECESSARY

Section 8: Organizational Structure (if applicable)

If the Proposer is acting officially on behalf of an organization, please describe fully the nature of the organization, including:

a. Describe legal structure of the general partners

b. Describe the legal history of the organization

ADD ADDITIONAL SHEETS IF NECESSARY

c. Attach a copy of any joint venture agreement, articles of incorporation or trust agreement establishing the organization.

d. Corporate Structure (if applicable)

Please disclose if the Proposer or any other member of the development entity is a subsidiary of or affiliated with any other corporation or firm. Attach references for the development team and/or team members. Please attach an audited financial statement for the general partners and/or the principal development entity. These statements will be held in strict confidence by the Commonwealth.

ADD ADDITIONAL SHEETS IF NECESSARY

Section 9: Statement of Tax Compliance

Pursuant to MGL Chapter 62C, Section 49A*, I, hereby certify that I have filed all state tax returns, have paid all state taxes required under law, and have no outstanding obligations to the Commonwealth of Massachusetts, Department of Revenue.

Signed under the pains and penalties of perjury on this _____ day of 20____.

_____ _____

Federal Tax ID No. Signature

* "No contract or other agreement for the purposes of providing goods, services or real estate space to any ... agencies [of the Commonwealth] shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes,"

ADD ADDITIONAL SHEETS IF NECESSARY

Section 10: Disclosure Statement Concerning Beneficial Interest

I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest accurate to within one-tenth percent) in the proposed project are listed below:

NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:

NAME	ADDRESS	PERCENTAGE INTEREST

The undersigned also acknowledges and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Commonwealth.

I hereby state, under the penalties of perjury, that the names and addresses of all the firms and personal corporations employing attorneys, real estate brokers, architects, engineers, planners, and surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to this proposal are listed in **Section 1**, above.

SIGNED under the penalties of perjury.

_____
Signature

_____
Date

ADD ADDITIONAL SHEETS IF NECESSARY

Section 11: Conflict of Interest

The Proposer covenants that he/she will not employ or retain any company or person (other than a full-time bona-fide employee working for the Proposer) to solicit or secure any agreement related to this RFP, and that he/she has not/will not pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon or resulting from the execution of any agreements.

No member, official or employee of DCR or DCAM shall have any personal interest, direct or indirect, in any agreement entered into or in the lessee, nor shall any such member, official or employee participate in any decision relating to any agreements which affects his / her personal interest or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member official or employee of DCR or DCAM shall be personally liable to the lessee or any successor in interest in the event of any default or breach by the Commonwealth or for any amount which may become due to the lessee or to its successor or on any obligations under the terms of this RFP or any agreements which follow. For the purpose of this statement, employees of either agency shall be deemed to include so-called dependent (03) consultant employees.

Date: _____ By: _____

Section 12: Anti-Discrimination

The Proposer agrees that in the construction of the improvements and otherwise through any agreements made hereafter, it shall cause all contractors, tenants and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

Date: _____ By: _____

ADD ADDITIONAL SHEETS IF NECESSARY

PART V – PROPOSAL EVALUATION & SELECTION PROCEDURE

A. Evaluation Team

DCR will convene an Evaluation Team composing of staff and other individuals whose interest or expertise qualifies them to provide advice to the Commissioner. This Evaluation Team will review all proposals and make appropriate recommendations to the Commissioner. All information submitted to the Department will remain confidential throughout the evaluation process.

B. Criteria for Evaluation

The following criteria will be used in evaluating all proposals:

<u>(20%) Proposed Reuse</u>
§ Provides for long term preservation of the property
§ Compatible with DCR's mission and management of the State Park / Forest/Reservation
§ Compatible with the surrounding municipalities
§ Compatible with the historic value of the property
§ Compatible with the preservation of the natural environment

<u>(10%) Scope and Nature of Public Benefit Element</u>
§ Quality of projects / programs / services that offer a benefit to the park and its users, equal to or exceeding the required 2 annual public access days

<u>(20%) Rehabilitation Plan</u>
§ Quality and feasibility of rehabilitation plan goals and timetables
§ Proposed lease term consistent with proposed reuse and rehabilitation plan
§ Consideration of environmentally sustainable building technology and practices
§ Consideration of accessibility issues (if applicable)

<u>(20%) Experience and Qualifications</u>
§ Experience and qualifications to undertake, implement and manage the rehabilitation, reuse and maintenance of the property
§ Specialized skills in historic preservation projects
§ Examples of pertinent previous work

<u>(20%) Financial Capability</u>
§ Sources and methods of funding for the rehabilitation of the property
§ Sources and methods of funding for continued upkeep and maintenance throughout the proposed lease term

<u>(10%) Overall Proposal Presentation and Organization</u>
§ Meets goals and guidelines of this RFP
§ Quality and clarity of proposal

C. Curator Selection Process / Timeline

Following the release of this RFP, the Curator selection process will be completed in approximately 12-14 weeks. The process will include:

1. Following submission deadline, the Selection Committee evaluates the responses to this document according to the Criteria stated in this RFP **(6-8 weeksfollowing release)**. During this process DCR may terminate further consideration of any Proposal at its own discretion; it may also request that a Proposer submit additional information.

2. Selection Committee selects one or more finalists to meet for an in-person interview with the Committee **(approx. 2-3 weeks following submission deadline).**

3. Selection Committee recommends a selected finalist to the Commissioner **(approx. 2-3 weeks following interviews)**. DCR reserves the right to request further information from a Proposer prior to final selection. DCR reserves the right to waive any formalities.

4. Commissioner reviews Selection Committee recommendation **(approx. 2 weeks following recommendation)** and if accepted, provisionally designates a Curator for the property.

All Proposers will be notified in writing of this Curator designation. Following designation, the Curator and the Commonwealth will sign a Provisional Lessee Designation Agreement which is valid for one year. This agreement requires the designated Curator to provide certain assurances, including proof of insurance and financial capability, before a lease can be executed. During this period, DCR will begin drafting a lease. A lease may be executed any time before the Provisional Lease period if all requirements are fulfilled.

PART VI: RESERVATIONS AND CONDITIONS

A. General Reservations

1. DCR makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of this Request for Proposals (the "RFP'), including information that is available upon request. This information is provided subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations, prior sale, lease or financing.

2. DCR reserves the right to suspend, withdraw or amend this RFP at any time, without notice.

3. DCR reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice to all respondents.

4. DCR reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.

5. DCR reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. DCR further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in DCR's best interest to do so.

6. If a lease is not executed with the Selected Curator, DCR may choose to execute a Lease with an alternate Curator from the pool of respondents, to terminate the selection process, or to begin a new selection process.

7. DCR reserves the right to discontinue its selection of any Proposer, or the entire RFP process for any reason whatsoever or for no reason, prior to the execution of a Lease.

B. Conflict of Interest and Collusion

1. By submitting a proposal, a Respondent certifies that no relationship exists between the Respondent or any of its officers, employees, agents, or representatives and DCR, or any officer, employee, or agent of DCR that constitutes unfair competition or conflict of interest or that may be adverse to DCR.

2. By submitting a proposal, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with DCR in a way that would constitute unfair competition.

C. Confidentiality

1. Respondents should assume that all material submitted in response to the RFP will be open to the public following the evaluation process, with the exception of the Respondents' personal financial information which DCR shall endeavor to keep confidential.

2. DCR reserves the right to share any and all ideas from any of the proposals submitted with a selected Curator. No Respondent has proprietary rights to any ideas or materials submitted in its response to the RFP. All material submitted becomes the sole property of DCR.

D. Respondent's Responsibilities

Respondents shall be entirely responsible for verifying construction cost estimates, code requirements, design guidelines, and any other regulatory information. Respondents shall be entirely responsible for verifying any and all site conditions of the property. Copies and summaries of this information are included in this RFP only as a convenience and DCR is not liable for any mistakes, damages, or other consequences arising from use of this information.

E. Other Legal Issues

1. Conflict of Interest

a. DCR employees are not eligible to participate in the Historic Curatorship Program.

b. Employees of the Commonwealth may participate in the Historic Curatorship Program, provided, however, that they comply with the requirements of Chapter 268A §7.

2. Miscellaneous Provisions

The Department's objective in seeking an outside entity to lease the property is the preservation of the property. For this reason, in the event that the property's historic integrity is significantly destroyed by fire or other cause, DCR reserves the right to terminate the lease, unless the Curator is interested in using insurance proceeds to rebuild a similar compatible structure. Additionally, in the event of a default by a Curator, DCR reserves the right to terminate the lease. Events of default may include, but are not limited to, the following: 1) failure to comply with the terms and conditions of the lease agreement; 2) abandonment of the premises; 3) Curator bankruptcy.

PART VII: APPENDICES

A. FAIR MARKET RENT DETERMINATION

B. REHABILITATION COST ESTIMATE

C. CONDITIONS ASSESSMENT & REHAB RECOMMENDATIONS

D. FLOOR PLANS

E. PRESERVATION STANDARDS AND CRITERIA

F. MAINTENANCE HANDBOOK

G. HISTORIC CURATORSHIP ENABLING LEGISLATION

H. DEFINITIONS

I. LEASE AREA PLAN

GROUND LEASE

DCR HISTORIC CURATORSHIP PROGRAM

COMMENCEMENT DATE: _____, 20__

by and between

THE COMMONWEALTH OF MASSACHUSETTS
ACTING BY AND THROUGH ITS
DEPARTMENT OF CONSERVATION AND RECREATION

AS LANDLORD

and

_____

AS TENANT

_____

Located at

_____
_____

TABLE OF CONTENTS

DCR HISTORIC CURATORSHIP GROUND LEASE

RECITALS 5
ARTICLE 1: Lease of Premises; Term 5
1.1 Premises. 5
1.2 Delivery and Acceptance of Possession. 6
1.3 The Work. 6
1.4 Review and Approval of Work Plan 7
1.5 Term. 7
ARTICLE 2: Use of Premises 7
2.1 Permitted Uses. 7
2.2 Compliance with Laws. 7
2.3 Compliance with MEPA. 8
2.4 Signs. 8
2.6 Law Enforcement. 8
2.7 Safety and Security Plans. 8
2.8 Coordination with Facility Operations 8
2.9 Public Access 9
ARTICLE 3: Rent 9
3.1 Base Rent 9
3.2 Rent Accounting for Work Not Included in the Work Plan 11
ARTICLE 4: Meeting and Reporting 12
4.1 Meetings 12
4.2 Annual Reports 12
4.3 Landlord Approval. 12
ARTICLE 5: Insurance 12
5.1 Types of Insurance. 12
5.2 Changes in Type and Amount of Insurance. 14
5.3 Insurance Companies. 14
5.4 Payment of Proceeds. 14
5.5 Certificates of Insurance, Payment Evidence 14
5.6 Notice of Cancellation. 14
5.7 Indemnity. 14
5.8 Waiver of Subrogation. 15
ARTICLE 6: Utilities and Services 15
ARTICLE 7: Repairs and Maintenance 15
ARTICLE 8: Hazardous Materials 16
8.1 Definitions Related to Hazardous Materials. 16
8.2 Release of Hazardous Materials 16
8.3 Indemnity. 16
ARTICLE 9: Assignment 17
ARTICLE 10: Casualty / Damage 18
10.1 Obligation to Give Notice. 18
10.2 Duty to Repair and Restore 18
10.3 Payment of Insurance Proceeds. 19
ARTICLE 11: Eminent Domain and Public Dedication 19

ARTICLE 12: No Broker Representation 19
ARTICLE 13: Quiet Enjoyment 19
ARTICLE 14: End of Term 19
ARTICLE 15: Default 20
15.1 Events of Default. 20
15.2 Indemnity and Hold Harmless Provision. 20
15.3 Landlord's Right to Repossess. 20
15.4 Meeting with Tenant. 21
ARTICLE 16: Improvements 21
ARTICLE 17: Design and Construction 21
17.1 Compliance with Permits, Etc. 21
17.2 Permits; Due Diligence. 21
17.3 Construction Contracts. 21
17.4 General Provisions Governing Work. 22
17.5 Payment for Work. 22
17.6 Inspection of Work. 22
17.7 Time for Completion of Work. 22
17.8 Record Set of Drawings. 22
17.9 Mechanics' Liens. 23
17.10 When the Work under the Work Plan is Completed. 23
ARTICLE 18: Ownership of Improvements 23
ARTICLE 19: Miscellaneous Provisions 23
19.1 Nondiscrimination. 23
19.2 State Employees Barred from Interest. 23
19.3 Landlord's Liability; Tenant's Liability. 24
19.4 Estoppel. 24
19.5 Provisions Binding. 24
19.6 Invalidity of Particular Provisions. 25
19.7 Filing of a Memorandum of Lease. 25
19.8 Waiver. 25
19.9 Interest. 25
19.10 Amendments. 25
19.11 Governing Law. 25
19.12 Notices. 25
19.13 Tenant's Beneficial Interest Disclosure Statement. 26
19.14 Force Majeure. 26
19.15 Survival of Certain Provisions. 26
19.16 "Legal Costs" Defined. 26
19.17 Landlord's Right to Inspect. 27
19.18 Marketing. 27
19.19 Copies of License, permits, etc. to Landlord. 27
GLOSSARY OF DEFINED TERMS 29
EXHIBIT A: LEASE BOUNDARY SURVEY 31
EXHIBIT B: WORK PLAN 32
EXHIBIT C: LANDLORD'S WORK 35
EXHIBIT D: TEMPLATE FOR ADDITIONAL WORK ACCOUNTING 36
EXHIBIT E: STATEMENT OF TENANT'S BENEFICIAL INTEREST 37
EXHIBIT F: HISTORIC CURATORSHIP ENABLING LEGISLATION 40
EXHIBIT G: COORDINATION WITH FACILITY OPERATIONS AND MANAGEMENT 45

EXHIBIT H: MAINTENANCE GUIDELINES 46
EXHIBIT I: SECRETARY OF THE INTERIOR'S STANDARDS FOR HISTORIC REHABILITATION 47
EXHIBIT J: FAIR MARKET RENT 48

DCR HISTORIC CURATORSHIP PROGRAM GROUND LEASE

As of _____, _____

This Ground Lease (this "**Lease**") is entered into by and between **THE COMMONWEALTH OF MASSACHUSETTS,** acting by and through its **DEPARTMENT OF CONSERVATION AND RECREATION** ("**DCR**"), having a principal place of business at 251 Causeway Street, Boston, Massachusetts 02114, as landlord ("**Landlord**"), and _____**.** as tenant ("**Tenant**").

RECITALS

WHEREAS Section 44 of Chapter 85 of the Acts of 1994, as amended by Section 50 of Chapter 15 of the Acts of 1996, Section 19 of Chapter 236 of the Acts of 2002, and Section 14 of Chapter 312 of the Acts of 2008 and Section 76 of Chapter 182 of the Acts of 2008 and Chapter 302 of the Acts of 2008 and Chapter 164 of the Acts of 2009 and Chapter 67 of the Acts of 2011 (collectively, the "**Enabling Legislation**"), authorize Landlord, as the successor-in-interest to the Department of Environmental Management, to lease certain property to the Tenant, which property is located at _____.

The Land is shown on a Survey (the "**Survey**") dated _____, which Survey is entitled "_____" and is attached to this Lease as Exhibit A and incorporated herein by reference.

WHEREAS The Enabling Legislation provides for the "**DCR Historic Curatorship Program**" the purpose of which is to "…ensure the preservation and maintenance of an historic property" and contemplates that Tenant, pursuant to the Enabling Legislation, the DCR Historic Curatorship Program and this Lease will renovate and rehabilitate certain improvements (the "**Improvements**"), located on the Land**,** including the building(s) (the "**Building**" or "**Buildings**," as applicable) and ancillary facilities (the Land and Improvements thereon are defined and hereinafter referred to as the "**Premises**"), **and**

WHEREAS Tenant has responded to a Request for Proposals (the "**RFP**") for participation in the DCR Historic Curatorship Program at the Premises and Landlord has accepted Tenant's RFP and appointed Tenant as Tenant under the lease. The Tenant's response to the RFP (the "**Tenant's Response to RFP**") is incorporated herein by reference. In the event of any inconsistency among the terms of the RFP, Tenant's Response to RFP and the terms of this Lease, the terms of this Lease shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the RFP and the Tenant's Response to RFP, as applicable.

Now, therefore, for good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties to this Lease agree as follows:

ARTICLE 1: Lease of Premises; Term

1.1 Premises.
Landlord for and in consideration of the rents, covenants and agreements herein contained on the part of Tenant to pay, keep and perform, including, without limitation, the renovation and rehabilitation of the Improvements by Tenant as agreed to by the parties, and the payment of

rent, all as provided in this Lease, hereby leases, rents, lets and demises unto Tenant, and Tenant hereby takes, accepts, hires, and leases that certain Premises from Landlord, to have and hold the premises for the Term (as defined in § 1.5 below) of this Lease, upon and subject to the conditions expressed in this Lease, and to the following:

(a) The state of facts shown on the Survey.

(b) Covenants, restrictions, easements, agreements, and reservations of record, as of the Commencement Date (as defined in Section 1.5 below), to the extent that the same are in force or effect.

(c) Present and future Laws (as defined in Section 2.2 below) of all boards, bureaus, commissions and bodies of any municipal, county, state, federal or other governmental body or quasi-governmental body now or hereafter having or acquiring jurisdiction over the Premises and/or the use thereof and/or improvement thereon (each, a "**Governmental Authority**"; collectively, "**Governmental Authorities**").

(d) Violations of any law, ordinance, order or requirement of any Governmental Authority, whether or not recorded or noted, against or affecting the Premises as the same may exist on the Commencement Date.

(e) The condition and state of repair of the Premises, as the same may exist on the Commencement Date.

(f) All taxes, duties, including real property tax, if applicable, assessments, special assessments, water charges and sewer rents, and any other Imposition, (as defined in Section 3.1 below), accrued or unaccrued, fixed or not fixed, from and after the Commencement Date.

(g) The rights of the public and Landlord and Landlord's Agents (as defined in Section 5.7 below) to use portions of the Premises as set forth in this Lease.

1.2 Delivery and Acceptance of Possession.

Landlord shall deliver possession of the Premises to Tenant under this Lease on the Commencement Date; and Tenant shall accept possession of the Premises on the Commencement Date in its **"AS IS"** condition on the date of execution of this Lease, reasonable wear and tear excepted.

1.3 The Work.

Tenant, at Tenant's sole expense and cost, shall timely perform and timely complete the Work (as hereinafter defined), in accordance with the scope of work and schedule agreed upon by the parties, and attached to this Lease as Exhibit B (the "**Work Plan**") and incorporated herein by reference. The Work Plan shall describe in detail sufficient to satisfy Landlord, the items, methodology and timeframes for the development, redevelopment, remediation, upgrading, replacement, refurbishment, major maintenance and repair, renovation and rehabilitation of the Improvements, including any Building or Buildings and other structures, grounds, and equipment on the Land, all as set forth in this Lease, (collectively, the "**Work**"). The Work Plan must include a schedule for public benefit activities as presented in the Tenant's Response to the RFP. At its option, solely, Landlord shall be responsible for "**Landlord's Work**," if any, as shown on Exhibit C to this Lease and incorporated herein by reference. All Work shall be in conformity with the this

Lease, all applicable Federal, state and local laws, ordinances, regulations and codes, including, without limitation, the Americans With Disabilities Act of 1990,42 U.S.C. §§12101 et seq., and Tenant's insurance policies.

1.4 Review and Approval of Work Plan

Tenant shall not commence construction of any Work on the Work Plan until Landlord has approved the scope of Work, plans and specifications for the proposed Work in accordance with the terms of this section unless so waived by Landlord in writing. Upon final approval, the Landlord will forward the Work Plan to the Massachusetts Historical Commission (MHC) for review and comment. No substantial Work can be started until Landlord receives comments from MHC and a determination that the Work will have "no adverse effect" on the historic integrity of the property.

1.5 Term.

The Term of this lease shall be for forty (40) years, commencing on _____ (the **"Commencement Date")** and ending on **_____** (the **"Expiration Date"**). Tenant shall have the right to extend the Initial Lease Term for two (2) additional terms of five (5) years (the "Extension Terms") by unconditional written notice to Landlord given no less than six (6) months or more than eighteen (18) months before the Original Expiration Date, time being of the essence to such exercise; provided that Landlord may declare Tenant's extension rights null and void if at the time of any notice by Lessee exercising its extension rights, or at any time after said notice but prior to the beginning of the Extension Term, Lessee is in material default as set forth in Article 15 hereof, and further provided that Lessee shall have 60 days to cure any said default starting from the date Landlord receives written notice of said default from the Tenant. Any extension of the Initial Lease Term shall be applicable to the entire Premises, and all provisions of this Lease, including the Rent, shall apply during the Extension Terms.

Whenever a provision of this Lease contains a reference to the "term of this Lease" or similar language, it shall be construed to mean and include the Initial Lease Term and the Extension Term, unless otherwise expressly stated.

Notwithstanding the stated Commencement Date under the Lease, under no circumstances shall Tenant be permitted to occupy the Premises unless and until a certificate of occupancy for the Premises has been issued by the appropriate Governmental Authority. If a temporary or partial certificate of occupancy has been issued by the appropriate Governmental Authority, Tenant may occupy that certified portion of the Premises, but none other. Tenant does not have any right to extend or renew this lease except as provided for herein

ARTICLE 2: Use of Premises

2.1 Permitted Uses.

Tenant shall have the right to use the Premises for the Permitted Uses. The "**Permitted Uses**" shall mean: Use of the Buildings and grounds as

_____

_____.

2.2 Compliance with Laws.

At all times during the Term, at Tenant's own cost and expense, Tenant shall be responsible for performance and compliance with all laws, rules, orders, ordinances and regulations now or hereafter enacted or promulgated, of every Governmental Authority and of any agency thereof, relating to the Premises, the facilities or equipment therein, or the streets, sidewalks, steam

tunnels, curbs, and gutters forming a part of the Premises, the appurtenances to the Premises, the franchises and privileges connected therewith or any condition or use of the Premises, to the extent such laws, rules, orders, ordinances and regulations are applicable to Tenant's occupancy, use or operation of or construction or other activities in or upon the Premises, on and after the Commencement Date, including, without limitation, building, zoning, land use, environmental and operational laws, rules, orders, ordinances and regulations (collectively, the "**Laws**"). Tenant hereby releases Landlord from, and agrees that Landlord shall have no responsibility to Tenant for any violations of Laws at or affecting the Premises, whether before or after the Commencement Date, except that this release shall not apply to any violations that relate in whole or in part to Excluded Hazardous Materials Matters (as defined in Section 8.3 below)

2.3 Compliance with MEPA.
In accordance with the Massachusetts Environmental Policy Act ("MEPA"), the curator may be required to work with Landlord in filing an Environmental Notification Form (ENF) and to comply with any other review required under MEPA regulations.

2.4 Signs.
Landlord shall have the right to install one or more signs or kiosks ("signs," hereinafter) on the Premises, including, without limitation, on the exterior and in the interior of the Building(s); provided that, such signs shall not unreasonably interfere with Tenant's use of the Premises. Tenant shall have the right to install other interior and exterior signs on the Premises. No signage whether exterior or interior but visible from the exterior shall include any commercial advertising beyond the identification of the Lessee and the premises, and Lessee's partner entities. Any signage at the entrance to the premises or otherwise visible to the public will require the prior review and approval of Landlord, it being agreed by Tenant that Landlord's name and logo shall be included in major signage such as entrance signage. Landlord shall have the right to install a plaque on the property in order to indicate the name of the property and its inclusion in Landlord's Historic Curatorship Program. The location and method of installation will be determined in consultation with Tenant. If tenant proposes any directional signs for the premises located off of the premises, Landlord retains the right to review and approve any signs. If approved, Landlord shall review and approve the location, design and content of any such signs.

2.5 Authorized Individuals.
Tenant shall provide Landlord with a written list of all individuals who are authorized by Tenant to have keys and/or access to the Premises. Tenant shall keep this written list current and shall review and update it periodically, providing updates to Landlord in a timely manner in accordance with the notice provisions set forth in this agreement.

2.6 Law Enforcement.
Tenant shall, at Tenant's sole expense, be responsible for ensuring adequate law enforcement at the Premises when breach of the peace can be reasonably anticipated, or when required by Landlord's rules and regulations and any applicable state or local laws. State, local, and environmental police officers shall have the authority to enforce applicable Laws, including, without limitation, Landlord's rules and regulations, which Landlord shall promulgate, amend, re-state and re-issue from time to time (the **"Landlord's Rules and Regulations")**.

2.7 Safety and Security Plans.
Tenant shall develop and maintain safety and security plans for its own activities subject to Landlord's prior written approval, not to be unreasonably withheld or delayed.

2.8 Coordination with Facility Operations

Tenant and Landlord will establish contact and notification procedures as set forth in this lease in Exhibit G. Landlord will identify key points of contact, for all inquiries regarding construction or other activities that impact the operation and management of the park, forest or reservation (the **"Facility"**). Tenant shall provide adequate prior notification for any Work or other activities that could potentially impact or interfere with Facility operations, not limited to those listed in Exhibit G.

2.9 Public Access

Tenant shall allow public access to the Premises to the public no less than twice each year for the purpose of providing public access to the historic qualities of the property, pursuant to the Historic Curatorship Program Enabling Legislation (Exhibit F).

ARTICLE 3: Rent

The **fair market rent** for use and occupancy of the Premises over the initial term of this lease shall be: **$_____.** See Exhibit J for the determination of the fair market rent.

3.1 Base Rent.

This lease imputes to the Tenant the duty to pay monthly rent, for the periods and in the amounts as determined by applying a ratio of the number of months of the lease on its inception date to the Fair Market Rent set forth above. This monthly rent is the Base Rent ($_____) for the initial term of this lease. It is understood that so long as Tenant is in compliance with the terms of this lease the monthly payment is accrued against the Fair Market Rent and deducted therefrom and no cash payment is due Landlord for that month.

Base Rent shall be due and payable on the first day of each month in the monthly amount shown in the applicable period above, but any monthly payment is considered paid by tenant so long as Tenant is meeting its obligations under any rehabilitation schedule as set forth in the Tenant's Proposal, Tenants Response to the Request for Proposal, the Work Plan and elsewhere in this lease.

Landlord will adjust the Base Rent at the end of the initial lease term, and at the end of any subsequent extension of this lease. The Base Rent shall then continue to be due and payable on the first day of each month in the monthly amount as determined by any change in the Base Rent for the remainder of any extended term of this lease. If the Base Rent exceeds the Fair Market Rent due per month, then any difference shall be paid in cash sufficient to equal the monthly payment then due. For a determination of the change in the Base Rent, see Exhibit J.

Tenant covenants to pay throughout the Term Additional Payments to any appropriate Governmental Authority or public utility any and all required payments for services, taxes, or other fees, including but not limited to: water, sewer and other rents, rates and charges, charges for public utilities and other services, excises, levies, licenses and permits and inspection fees, which at any time during the Term are assessed, levied, confirmed, imposed upon, or which become or could become a lien on the Premises, which arise in respect of the Premises and/or the Tenant's operation, possession, occupancy or use of the Premises (all of which taxes, payments in lieu of taxes, assessments, charges, interest, penalties or like charges are sometimes hereinafter referred to collectively as "Impositions" and individually as an "Imposition"). Tenant also covenants to pay any Additional Payments, including any fine, penalty, interest or cost as may be added thereto for the nonpayment or late payment of any Imposition. Additional Payments related to the rehabilitation, management and maintenance of the Premises, with the exception of

fines and penalties accrued due to negligence by the Tenant, may be applied towards the Base Rent.

(a) Installment Payments. If, by law, any Imposition is or may be payable, at the option of the taxpayer, in installments, Tenant may pay such Imposition in installments (together, to the extent required by law, with any accrued interest due and payable on the unpaid balance of the Imposition) and shall pay each such installment as the same respectively becomes due during the Term and before any fine, penalty, further interest or cost may be added thereto. If Tenant shall be unable to assert successfully a claim of abatement or exemption, Tenant shall remain obligated for the full amount of all installments of any such Imposition (including the installments that are due and payable after the expiration of the Term for the balance of the then current fiscal or calendar year, as applicable).

(b) Evidence of Additional Payments. Tenant shall pay each payment of Additional Payments directly to the party entitled to such payment. If a municipal authority levies real estate taxes on the Premises, Tenant shall, within thirty (30) days of payment, furnish to Landlord receipts or other satisfactory proof evidencing payment of such real estate taxes. As directed by Landlord, upon request, Tenant shall furnish to Landlord receipts or other satisfactory proof evidencing timely payment of Impositions.

(c) Apportionment of Imposition. Any Imposition, including Impositions that have been converted into installment payments by Tenant, as referred to in Subsection (a), above, shall be adjusted between Landlord and Tenant as of the commencement and expiration of the Term, so that Tenant shall pay that portion of such Imposition included in the Term, and Landlord shall pay the remainder of such Imposition.

(d) Contesting Impositions. Tenant shall have the right to contest by appropriate proceedings the amount or validity of any Imposition in whole or in part diligently conducted in good faith, but only after payment of such Imposition. Unless such payment is not required as a condition to such contest or the prosecution thereof, in which event, notwithstanding the provisions hereof, Tenant may postpone or defer payment of such Imposition if, but only if: (i) neither Landlord's interest in the Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost, and (ii) Tenant shall have provided Landlord with evidence of Tenant's ability to pay the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises or any part thereof in such proceedings. Tenant further agrees to prosecute promptly and continuously each such contest to a final conclusion or settlement. Tenant will pay and hereby saves Landlord harmless against any and all losses, liabilities, claims, judgments, decrees and costs, including, if Landlord resorts to legal process to obtain the performance by Tenant of its obligations under this sentence, legal costs, as defined in Section 19.16 below, in connection with any such contest and will, promptly after the final settlement, compromise or determination of such contest, fully apply and discharge the amounts which shall be levied, assessed, be payable thereon or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith.

(e) Assessment Reduction. If Tenant so desires, Tenant may endeavor, at any time or times, to obtain a lowering of the assessed value of the Premises for the purpose of reducing taxes thereon. If permitted by law, Tenant may institute abatement proceedings for that purpose. Any tax refund shall be the property of Tenant to the extent to which the

payment is based on a payment made by Tenant. However, Landlord and Tenant shall apportion any abatement for the year in which the Term commences or ends, after deducting from such refund the costs and expenses, including reasonable legal fees, incurred in connection with obtaining such refund. Landlord has no duty to prosecute or become a party to any abatement proceedings.

3.2 Rent Accounting for Work Not Included in the Work Plan

"Mandatory Improvements" are those that affect the structure of the Premises, were unknown to the parties at the inception, are not included in the Work Plan and are capital in nature. If Tenant must effect Mandatory Improvements, which are within Tenant's general responsibilities but are beyond the original improvements and Work included in the Work Plan, hereunder, then the Landlord and Tenant may add the cost of those improvements to the Fair Market Rent. Provided, however, that Tenant first gives notice of any intent to increase the Base Rent including the submission of Notice pursuant to section1.5, hereunder together with a cost accounting of all labor and materials. Additional work shall be accounted for according to the template included in Exhibit D. Landlord reserves the right to refuse all or any part of such cost accounting.

"Optional Improvements" are those improvements, capital or otherwise, that the Tenant decides to undertake for his own convenience or desire, and do not meet the definition of "Mandatory Improvements", above. Tenant makes any such Optional Improvements at his own risk and expense. Any such Optional Improvements do not cause an increase in the Adjusted Base Rent, and Tenant understands that such optional improvements become the property of the Commonwealth at the time of installation and at the termination of the Lease. Tenant shall give notice to Landlord of any intended improvements, Mandatory or Optional. Landlord shall have the discretion to decide whether any improvement is Mandatory or Optional.

In the case of additional proposed Work not included in the Work Plan, including the introduction of new landscape or planting features, Tenant will be responsible for sending Landlord the following support information: Narrative Summary of Proposed Project; representative photos (digital or print) that clearly indicate the proposed project area; a site map indicating the project area; and any supporting material, material samples, plans, schematics and specifications pertinent to review of the project. Landlord shall review the plans and specifications for conformity with the terms of this Lease, and shall, within thirty (30) days after receipt thereof, either approve the submissions or notify the Tenant in writing of disapproval, specifying the respects in which the submissions do not conform to the terms of this Lease. If Landlord fails to notify Tenant of disapproval within said time period, the submissions shall be deemed approved.

In the event of disapproval, the Tenant shall resubmit the plans and specifications altered so as to conform to the terms of this Lease in those respects specified by Landlord as the grounds for disapproval. The re-submission shall be subject to review and approval of Landlord in accordance with the procedure herein provided for an original submission, until the plans and specifications have been approved by Landlord.

If Landlord determines that the approved additional Work requires review by MHC, in accordance with 950 Code of Massachusetts Regulations 71, or such other regulations as are in effect governing such review, Tenant will prepare a Project Notification Form and forward it to MHC for review with a copy to Landlord. Work can proceed if MHC determines that the proposed Work will have no adverse effect on the premises' historic or archaeological resources. Tenant will inform Landlord of MHC's determination. In the event of a determination of adverse effect, Tenant will be required to follow and fulfill any prescribed mitigation requirements.

ARTICLE 4: Meeting and Reporting

4.1 Meetings.
Tenant and Landlord shall meet at least quarterly or more frequently at the request of either party, at a location determined by Landlord, to discuss the DCR Historic Curatorship Program at the Premises and other issues related to the Work, the Work Plan and any other pertinent lease issues. After completion of the Work, the frequency of the meetings may be reduced as directed by Landlord.

4.2 Annual Reports.
Within ninety (90) days after the end of the first year of the term, and every year of the term thereafter, Tenant shall submit to Landlord an annual written report ("Annual Report"), summarizing the progress and status of the DCR Historic Curatorship Program at the Premises for the then-ended fiscal year. The Annual Report shall demonstrate to Landlord's reasonable satisfaction that Tenant is rehabilitating, reusing and maintaining the Premises in compliance with the Enabling Legislation and this Lease. Such Annual Report shall also note the nature and dates for any public and community activities at the Premises, and the number of visitors participating in each event. Each Annual Report must contain a financial statement accounting for all Work completed to date as well as the value of any Mandatory Improvements and Additional Payments, and shall be certified by Tenant, under penalties of perjury, as being accurate, true, and complete, to the best of Tenant's knowledge, belief, and ability to ascertain. Tenant's failure to file any report hereunder shall be considered an event of Default under section 15.1(c).

4.3 Landlord Approval.
All reports, financial statements, analyses and other documentation provided by Tenant shall be subject to verification and audit by Landlord and/or by any other agency of Landlord or a contractor of Landlord. Tenant shall pay any deficiency in any installment of Rent within thirty (30) days after Tenant becomes aware of such deficiency or within thirty (30) days after written demand therefore by Landlord, whichever occurs first, and if not so paid, shall be payable with interest at the Default Rate (as defined in Section 19.9 below). Tenant's failure to pay any rent in whole or in part past due shall be considered an event of Default under § 15.1(c).

ARTICLE 5: Insurance

5.1 Types of Insurance.
Tenant will, at all times during the Term, maintain, or cause to be maintained, insurance on the Premises of the following character:

(a) Public Liability and Property Damage Insurance.
Tenant shall maintain comprehensive general liability insurance on an occurrence basis insuring against all claims and demands against, and liability of, Tenant and/or Landlord and naming the Landlord as an additional insured for personal injury and as loss payee for property damage arising out of and in connection with the Premises or Tenant's use or occupancy of the Premises, in standard form to afford protection in such amounts as

Landlord shall reasonably request, but, in any event, initially not less than $1,000,000.00 combined single limit for personal and bodily injury and death, and for property damage, with a so-called "broad-form" endorsement, and a per-occurrence limit of not less than $1,000,000 for bodily injury, property damage, and medical payments, which may be based upon a combination of primary coverage (plus umbrella coverage), which policy shall include operations and contractual liability coverage which insures performance by Tenant of the indemnity provisions set forth in this Lease.

(b) Property Insurance - Building and Improvements.

Tenant at its own cost and expense ,covenants and agrees: to insure the Building and all fixtures, additions and Improvements and Betterments, which are a part of the Premises, against damage by fire, including extended coverage, and to keep them so insured within insurance companies approved by the Landlord, either to the extent of the full replacement value as from time to time specified by Landlord by written notice to Tenant, or in an amount equal to the “Actual Cash Value” of the Premises and containing an agreed amount endorsement waiving all co-insurance provisions, and a "building ordinance coverage" endorsement. Such insurance shall also include, if applicable, flood and earthquake perils in such amounts and with such deductibles as are approved by Landlord, which approval shall not be unreasonably withheld. Landlord and Tenant agree that if any insuring company requires any modification, additions or improvements to the Premises as a condition precedent to issuing such insurance policy Tenant shall forthwith arrange to have the necessary Work performed in a good and professional manner. The amount of said insurance shall be payable to the Landlord and the Tenant as their interests may appear. Such insurance shall not be amended (except for increases to insurance limits) or canceled except on ten (10) days’ prior written notice to Landlord. The policy or certificates thereof shall be delivered to and held by Landlord. Ten (10) days prior to the expiration of each such policy, Tenant shall deliver a binder renewing each such policy, which binder shall provide that at least ten days’ written notice of any change in or cancellation thereof shall be given by the insurance company to Landlord. Tenant shall pay the premiums for renewal insurance and deliver to Landlord the original policy or certificate thereof and duplicate receipt evidencing payment thereof.

(c) Property/Renter’s Insurance - Personal Property.

Tenant shall maintain on all Tenant's personal property on or about the Premises a policy of "all-risks" property insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of their full replacement value. Tenant shall use the proceeds from any such policy for the replacement of such personal property.

(d) Workers Compensation Insurance.
If applicable, Tenant shall maintain Worker's Compensation Insurance, subject to the statutory limits of the Commonwealth of Massachusetts.

(e) Tenant shall include a liquor policy endorsement of not less than $1,000,000 aggregate combined single limit for personal and bodily injury and death in its public liability insurance policy and a per-occurrence limit of not less than $1,000,000 for bodily injury, property damage, and medical payments, or procure a one day policy in the same amounts for any event at which alcoholic beverages will be served, naming Landlord as a named co-insured. In the case of a one-day insurance policy, a copy of the certificate of insurance shall be submitted to Landlord not less than seven (7) days prior to the

scheduled event. If the Tenant's insurance coverage, provisions or terms are amended, changed, suspended, expired or cancelled, the Tenant shall immediately notify the DCR verbally and then shall notify the DCR in writing within five (5) calendar days.

5.2 Changes in Type and Amount of Insurance.
If, in the reasonable judgment of Landlord, the types and amounts of insurance coverage at any time require adjustment, Tenant shall modify the types and amounts of insurance coverage, as directed by Landlord.

5.3 Insurance Companies.
All insurance required under this Lease shall be issued by insurance companies authorized to do business in Commonwealth of Massachusetts, with a claims paying ability rating of A- or better and a financial class of V or better, as rated in the most recent edition of Best's Insurance Reports.

5.4 Payment of Proceeds.
Subject to the provisions of section 10.2, any policies of insurance of the character described in this Article 5, EXCEPT for Insurance for Tenant's personal property obtained by Tenant pursuant to Section 5.01(b) above, shall expressly provide that all amounts paid for all losses under such policies shall be paid to Landlord directly as loss payee and/or additional insured. All such insurance shall be carried in the name of Landlord and Tenant, with Landlord as additional insured and loss payee, with the understanding that Tenant has the sole interest in a loss of Tenant's personal property under Section 5.01(b) above.

5.5 Certificates of Insurance, Payment Evidence.
Concurrently with the execution and delivery of this Lease and not less than thirty (30) days prior to the expiration dates of the expiring policies furnished pursuant to this Article 5, Tenant shall deliver certificates of insurance bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment by Tenant to Landlord at the address set forth in Section 19.12.

5.6 Notice of Cancellation.
Each certificate of insurance delivered under this Lease shall contain an agreement by the insurer, to the extent obtainable, that such policy shall not be cancelled or surrendered without at least thirty (30) days prior written notice to Landlord.

5.7 Indemnity.

(a) Tenant shall assume all risk in connection with any and all activities engaged on the Premises, and shall be solely responsible and answerable in damages and any other equitable remedies for all accidents or injuries caused by the Tenant's activities.

(b) The Tenant shall be responsible for the security of the Premises and the protection of the assets and property of the Landlord. The Commonwealth shall not be responsible for property of the Tenant's contractors, agents, representatives, employees, Permittees, licensees, guests and invitees.

(c) The Tenant shall agree to defend, hold harmless, and indemnify the Commonwealth of Massachusetts, the Landlord, and their agents, officers and employees (collectively, "**Landlord's Agents**") from any claims arising out of any violation of any law, ordinance or regulation affecting the activities authorized herein by this Lease; and from any claims for personal injury or death or damage to personal property, of whatever kind or nature, arising from the Tenant's activities on the Premises, including claims arising from the negligence or carelessness of the Tenant, its contractors,

agents, representatives, employees, Permittees, licensees, guests and invitees, as authorized under this Lease and claims arising from the Tenant's failure to provide adequate security within the Premises.

(d) The Tenant shall not make any claims against the Commonwealth or the Landlord for any injury, loss, or damage to persons, including bodily injury or death, or damage to property arising out of or in connection with the actions or omissions of the Tenant, its contractors, agents, representatives, employees, Permittees, licensees, guests and invitees, as authorized by this Lease, except for the gross negligence or gross misconduct of the Landlord, it's contractors, agents, representatives, employees, Permittees, licensees and invitees.

(e) The Tenant shall waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this Lease.

5.8 Waiver of Subrogation.

Each property insurance policy obtained by Landlord and Tenant in connection with this Lease shall include a waiver by the insurer of all rights of subrogation against whichever party, if any, is not an insured under such policy. Landlord and Tenant each hereby waive any and all claims against the other for damage to the property of the other, including the Improvements and the contents thereof, for losses of such a nature as are or could be covered by so-called "broad form" or "all risk" policies of property insurance, whether or not such policies are actually from time to time maintained or in force.

5.9 Landlord's Insurance.

Tenant acknowledges that Landlord is not required to procure or maintain insurance of any kind on or with respect to the Premises or under this Lease.

ARTICLE 6: Utilities and Services

Tenant shall provide and pay for all of its requirements for utilities and services, including, but not limited to, gas, steam, heat, water, sewer, electricity, telephone or other communication service and the like provided to the Premises during the Term, including all hook-ups therefore. Landlord shall have no obligation to provide the Premises with, or arrange for the availability of, any utilities or services and makes no representations or warranties relating thereto or to the condition of the Premises in any respect.

ARTICLE 7: Repairs and Maintenance

Maintenance of the Premises shall be at Tenant's sole cost and expense. All work performed by Tenant shall be done in a good and workmanlike manner and in compliance with all applicable Laws. Tenant shall not permit or commit any waste. Tenant shall take good care of the Premises and shall maintain and keep the Premises in good order, repair, and condition ("**Tenant's Maintenance Obligations**") and as otherwise directed by EXHIBIT H (Maintenance Guidelines). Tenant's Maintenance Obligations to maintain and repair the Premises shall include, but are not limited to the following:

(a) All grounds which are part of the Premises shall be kept reasonably free of litter, trash, branches or other superfluous materials, natural or man-made, or as otherwise

defined in Exhibit G:

(b) Removal of snow and ice from the Premises, or as otherwise defined in Exhibit G:

(c) On or after the Commencement Date, if there is an on-site Subsurface Sewage Disposal Systems as defined in 310 CMR 15.000 ("**Systems**"), located on the Premises, Tenant shall maintain and inspect the System in compliance with 310 CMR 15.000. Following the Commencement Date, Tanks, as that word is defined in 527 CMR 9.00 ("**Tanks**"), located on the Premises shall be maintained and inspected in accordance with 527 CMR 9.00. This Subsection (c) supplements, and should not be construed to limit in any way, Tenant's obligations under Article 8, or as otherwise defined in Exhibit G.

ARTICLE 8: Hazardous Materials

8.1 Definitions Related to Hazardous Materials.

For purposes of this Lease, "**Hazardous Materials**" include and mean substances defined or classified as a "hazardous substance", "hazardous material", "hazardous waste", or otherwise denominated as a hazardous or toxic substance, waste or material in any of the following: (i) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980; (ii) the federal Hazardous Materials Transportation Uniform Safety Act of 1990; (iii) the federal Toxic Substances Control Act; (iv) the federal Resource Conservation and Recovery Act; (v) Massachusetts General Laws, Chapter 21D; (vi) Massachusetts General Laws, Chapter 21E; (vii) Massachusetts General Laws, Chapter 21C; (viii) Massachusetts General Laws, Chapter 211; (ix) any other federal, state or local law addressing itself to environmental contamination, waste or health and safety; or (x) any regulations promulgated under any of the foregoing, including, without limitation, the regulations promulgated under M.G.L. c. 21E at 310 CMR 40.000 et seq. (the "**Massachusetts Contingency Plan**" or "**MCP**"); as any of the foregoing may be promulgated or amended (collectively, the "**Environmental Laws**"). "Hazardous Materials" shall specifically include, but not be limited to, oil, asbestos, explosives, polychlorinated biphenyls, petroleum and petroleum-based derivatives, and urea formaldehyde.

"Remedial Work" as used in this Article 8 shall mean investigations, assessments, monitoring, response actions, remedial actions or interim cleanup actions properly required by Governmental Authorities pursuant to applicable Laws relating to known or suspected Hazardous Materials for which Tenant is responsible under this Lease.

8.2 Release of Hazardous Materials

Tenant, for itself, its subtenants, licensees and others in possession, and its agents, employees, consultants, sub-consultants, contractors, subcontractors and affiliates claiming by or through any of them (such parties other than Tenant being referred to as "**Tenant's Agents**"), covenants and agrees during the Term (i) not to release or dispose of Hazardous Materials, or create any threat of release of any Hazardous Materials, at, on, under, or to or from the Premises; and (ii) except where incidental to Permitted Uses and managed, generated, used, stored and transported in compliance with the Environmental Laws and so as not to constitute a release or threat of release to the environment of any Hazardous Materials, not to allow the manufacture, treatment, storage or presence of any Hazardous Materials at the Premises, or transportation of any Hazardous Materials from or onto the Premises.

8.3 Indemnity.

Tenant hereby indemnifies and holds Landlord, Landlord, and Landlord's Agents harmless from any costs (including, if Landlord reasonably resorts to legal process to obtain the performance by

Tenant of its obligations under this sentence, Legal Costs), claims, judgments, damages, penalties, fines, liabilities or losses of every nature and kind, including without limitation, the Remedial Work, consultants' fees, response costs, potentially responsible party group costs, investigation and defense costs, and experts' fees, whether at law or in equity to the extent arising out of the presence, release, transportation, treatment, migration, storage or disposal of Hazardous Materials on or relating to or from the Premises as a result of a breach by Tenant of its obligations under Section 8.2 or as a result of the activities of Tenant or Tenant's Agents, whether prior to or during the Term of this Lease. Notwithstanding anything in this Section 8.3 or elsewhere in this Lease to the contrary, Tenant's obligations under the foregoing indemnity in this Section 8.3 shall not, except as herein expressly set forth, be applicable to any matter related in whole or in part to Hazardous Materials that were in, on or under the Premises or resulted from activities prior to the Commencement Date or that resulted or may result in whole or in part from activities of third parties or activities on adjacent premises or from the willful acts or negligence of Landlord, or any of Landlord's Agents (the "**Excluded Hazardous Materials Matters**") and shall be conditional upon Landlord's having given Tenant prompt notice of and reasonable opportunity to defend the subject claim.

Tenant's obligations under this Article 8 arising prior to the expiration or termination of this Lease or any transfer of all or any portion of the Premises shall survive such expiration, termination or transfer of this Lease.

ARTICLE 9: Assignment

Tenant shall not assign, transfer, convey, encumber, or dispose of its right title, or interest in the whole or any part of the Premises or enter into any agreement with any entity or person except employees of the Tenant to exercise substantial management responsibilities for the operations authorized hereunder, all of which shall be considered a transfer of Tenant's interest in the Premises, without the prior approval of Landlord, which approval shall be given if the requirements of the following four subsections are met:

(a) The transferee, by valid instrument in writing satisfactory to Tenant, has expressly assumed for itself and its successors and assigns and for the benefit of Landlord all of the obligations of the Tenant under this Lease and agreed to be bound by all of the tenets, conditions, and restrictions to which the Tenant is subject, to the extent they relate to the interest in the Premises transferred by Tenant.

(b) The transferee has, in the reasonable judgment of Landlord, the financial strength, experience and other qualifications needed to perform any obligations it has assumed.

(c) There has been submitted to Landlord for review, and Landlord has approved, all instruments and other legal documents involved in effecting the proposed transfer.

(d) The Tenant and its transferee have complied with such other reasonable conditions as Landlord may reasonably find necessary in Landlord's reasonable discretion in order to achieve and safeguard the purposes of the Act and this Lease.

Landlord shall promptly consider any request received from the Tenant to assign, sublet, or otherwise transfer an interest in the Premises or in the operations of Tenant upon the Premises. If Landlord does not approve the proposed transfer, it shall give the Tenant written notice of the reasons for its decision.

The failure of a transferee or any other successor in interest to the Tenant to assume the obligations of the Tenant hereunder or to obtain the approval of Landlord as herein required shall not relieve such transferee or successor of such obligations or limit Landlord with respect to any rights, remedies or controls it may have under this Lease.

Any transfer by operation of law or otherwise of Tenant's interest in this Lease or of a controlling interest in Tenant's ownership so as to permit the exercise of substantial managerial influence over the operations of Tenant by such transferee shall be deemed a transfer of Tenant's interests in the Premises for the purposes of this Article 9. Lessee agrees to comply with the requirements of Massachusetts General Laws Chapter 7 Section 40J, regarding the filing of beneficial interest disclosure statements.

ARTICLE 10: Casualty / Damage

10.1 Obligation to Give Notice.

Tenant shall give prompt notice to Landlord of any damage or loss by fire or other casualty to the Building or other Improvements.

10.2 Duty to Repair and Restore.

In the case of a partial loss of less than 50 percent, Tenant can either apply all proceeds to the repair of the building or choose to terminate the lease, in which case, proceeds paid for Tenant's improvements and betterments shall be distributed to Tenant, less any owed rent, and less the cost of site remediation, including (1) The removal of the remaining structure and the restoration of the site, or (2) The full repair, rehabilitation and restoration of the structure and the site. The Landlord reserves the exclusive right to determine if (1) or (2), above, apply. These costs may be covered in a "building ordinance coverage" endorsement. All other insurance proceeds amounts become the property of Landlord.

In the case of a complete loss or loss of 50 percent or greater, Landlord reserves the right to determine whether rebuilding the lost structure is compatible with the goals of the Landlord agency, and the Historic Curatorship Program and its Enabling Legislation. If Landlord does not approve the re-building, the lease will terminate and proceeds for Tenant's improvements and betterments will be distributed to Tenant, less any owed rent, and less the cost of site remediation, including the removal of the remaining structure and the restoration of the site. These costs may be covered in a "building ordinance coverage" endorsement. All other insurance proceeds amounts become the property of Landlord.

The determination of partial or complete loss shall be made by the Landlord.

The design and specifications of any repaired or rebuilt structures shall be subject to the same approval, review and oversight by Landlord as found elsewhere in this lease and according to the Secretary of the Interior's Standards.

"Improvements and Betterments" are hereby defined as all physical improvements Tenant has made to the Premises, as listed in the Work Plan that are not otherwise covered under Tenant's Personal Property Insurance.

10.3 Payment of Insurance Proceeds.
Subject to the provisions of Section 10.2, above, the proceeds of any insurance paid for by Tenant, if any, and applicable to such damage or destruction shall be payable solely to Landlord, unless Tenant chooses to apply insurance proceeds to rebuild on site. The design and specifications of any replacement structure shall be subject to the same approval, review and oversight by Landlord as found elsewhere in this lease and according to the Secretary of the Interior's Standards.

ARTICLE 11: Eminent Domain and Public Dedication

11.1 Total, Partial Taking; Termination of Lease.
If during the Term, there is any taking of all or any part of the Premises or any interest in this Lease by a Governmental Authority ("Condemner") of the title to, or the possession or use of, all or part of the Premises by virtue of eminent domain ("Condemnation"), the rights and obligations of Landlord and Tenant shall be as follows:

(a) If title to the whole or any portion of the Premises shall be taken by Condemnation, this Lease shall terminate and expire on the date Tenant is required to vacate the Premises as a result of such Condemnation.

(b) In the event of a Condemnation and the termination of this Lease, any Condemnation Award shall be paid to Landlord and Tenant pro rata according to the following formula found in Appendix L.

11.2 Notice of Proceeding.
In the event Landlord or Tenant shall receive notice of any proposed or pending Condemnation affecting the Premises, the party receiving such notice shall promptly notify the other party of the receipt and contents (and provide a copy thereof).

ARTICLE 12: No Broker Representation

Landlord and Tenant each hereby represents and warrants to the other that it (the representing party) has not dealt with any broker or other person who might be entitled to a commission or similar fee in connection with this Lease or any transaction contemplated hereby or referred to herein.

ARTICLE 13: Quiet Enjoyment

Landlord agrees that if Tenant shall pay the rent and other changes and perform, fulfill and observe the other obligations and liabilities of Tenant under this Lease prior to the expiration of any grace or cure period applicable thereto, if any, Tenant shall peacefully and quietly have, hold and enjoy the Premises without any manner of hindrance or molestation by Landlord or anyone lawfully claiming by, through or under Landlord.

ARTICLE 14: End of Term

Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, including Improvements, broom clean, in such order and condition as Tenant is required to maintain the same hereunder, and Tenant shall remove all of its movable

personal property therefrom to the extent that such personal property does not constitute a fixture to the Premises, failing which, such moveable personal property shall be deemed to have been abandoned.

ARTICLE 15: Default

15.1 Events of Default.

An "**Event of Default**" shall occur if Tenant shall neglect or fail to comply with Tenant's obligations under this Lease including any of the following:

(a) If Tenant does not achieve certain benchmarks in the Work as set forth in the Work Plan or does not achieve (or it is anticipated by Landlord that it will be unlikely to achieve) substantial completion of the Improvements in accordance with the responsibilities and time frames set forth in the Work Plan.

(b) If Tenant fails to comply with any monetary covenants, terms and provisions, including without limitation and without notice from Landlord, failure of Tenant to pay punctually Base Rent as applicable, or other charges and amounts which are the responsibility of Tenant.

(c) If any other default is made by Tenant in the performance of or compliance with any of the material covenants and agreements of this Lease other than those referred to in the foregoing Subsections (a) and (b) above and such default continues for a period of thirty (30) days after written notice of such default from Landlord to Tenant, except in an emergency, in which event, a shorter time period as determined by Landlord, in Landlord's sole discretion, shall apply.

(d) If Tenant's estate shall be sold or Tenant files any petition or answer seeking any reorganization, arrangement, liquidation, dissolution, or similar relief for Tenant under the United States Bankruptcy Code, as then in effect, or any other present or future federal, state, or other statute, law, or regulation, or if Tenant seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of Tenant or of all or any substantial part of Tenant's properties, or makes any general assignment for the benefit of creditors.

15.2 Indemnity and Hold Harmless Provision.

If an Event of Default shall occur, without limiting any other rights or remedies Landlord may have at law or in equity Landlord expressly reserving the right to injunctive relief, including specific performance under this Lease, Tenant hereby indemnifies and holds Landlord harmless from all loss of rent and costs including Legal Costs, and expenses which Landlord may incur from time to time by reason of the occurrence of the Event of Default, together with interest on any unpaid rent.

15.3 Landlord's Right to Repossess.

Should any Event of Default occur, then, notwithstanding any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, in addition to any and all rights and remedies otherwise available to Landlord at law, in equity, and under this Lease, all of which are cumulative, and which Landlord expressly reserves, and which may be exercised by Landlord sequentially or concurrently in any order, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant or otherwise in occupancy and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any rights or remedies to which Landlord might otherwise be entitled, for arrears of

rent or preceding breach of covenant. Landlord may send written notice to Tenant terminating the Term of this Lease; upon the receipt of such notice of termination, the Term of this Lease shall terminate. Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination or otherwise, that Tenant shall be and remain liable for rent and other charges reserved liability for which accrued during the Term and prior to such termination. There shall be no abatement or refund of any portion of rent as would have under the terms of this Lease become due as if this Lease had not been terminated or if Landlord had not re-entered as aforesaid, whether or not the Premises be re-let or remain vacant. Landlord shall have no other obligation to mitigate damages upon the occurrence of an Event of Default hereunder. Tenant acknowledges that the Premises belong to the Commonwealth of Massachusetts so any obligation hereunder must meet the requirements of the Enabling Legislation as well as other laws and regulations applicable to the Commonwealth's property.

15.4 Meeting with Tenant.
At Landlord's sole option, and without any obligation to do so, Landlord may convene a meeting or meetings with Tenant in anticipation of, or following, an Event or Default. Tenant's unreasonable failure or refusal to meet with Landlord after Landlord gives notice pursuant to § 19.12, below, shall be an Event of Default.

ARTICLE 16: Improvements

Landlord shall not be required to provide any funds for any work in and about the Premises, including the Building or other Improvements. Except as herein expressly set forth, Landlord shall have no obligations, responsibilities, liabilities or duties whatsoever with respect to compliance with Laws and/or the condition design, construction, maintenance, repair, renovation, replacement, management, insurance, safety, operation, alteration or care of the Improvements or the Premises generally. Tenant acknowledges that Tenant is accepting the Premises, the Building and the other Improvements in **AS IS** condition, except for Landlord's Work, if any, without any warranty or representation by Landlord. Tenant acknowledges that it has had the opportunity to have the Premises inspected by consultants chosen by Tenant prior to entering into this Lease.

ARTICLE 17: Design and Construction

17.1 Compliance with Permits, Etc.
All work undertaken by or for the Tenant at the Premises and any future changes thereto shall be in material conformity with all applicable Laws, including, without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 1210l, et seq. and Tenant's insurance policies.

17.2 Permits; Due Diligence.
Tenant has the obligation to comply with all applicable laws. Tenant shall obtain and pay for any and all required permits, inspections, and local approvals including the construction permits and the building permits for any renovation, replacement and/or construction work undertaken by or for Tenant. Any architect and/or any engineer undertaking any of the construction work shall carry professional liability insurance naming Tenant and Landlord as additional insureds, and Tenant shall deliver a certificate reflecting the same to the Landlord at the time the architect or engineer, as the case may be, is engaged.

17.3 Construction Contracts.

As used in this Article, the term "**Contractor**" shall mean any person or entity that provides labor and/or materials for the construction, repair, restoration or rehabilitation of any portion of the Improvements, whether or not paid by Tenant, but excluding third-party materials suppliers.

17.4 General Provisions Governing Work.

(a) No contractor shall commence work until construction permits, including the building permits and all other permits, certificates, and approvals required by Laws for the commencement of such construction have been issued and remain in effect.

(b) Once commenced, the work shall be prosecuted continuously and with diligence, subject to the provisions of Section 19.14, below, with respect to Force Majeure. Disposal of all waste and debris from any demolition of the existing Improvements and any work undertaken shall be in full compliance with Laws.

(c) Work will be of good quality, free from faults and defects.

(d) When any work is in progress, Tenant shall require its contractors to maintain (i) worker's compensation insurance in the amounts required by Law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment, supplies and materials furnished and stored, unless such insurance coverage is provided under policies carried by Tenant, (iii) automobile liability in the minimum amounts required by law, and (iv) public liability insurance within limits in an amount reasonably satisfactory to Landlord as indicated by Landlord from time to time in writing, but in no event less than those amounts listed in § 5.1, and including personal property, fire and extended risk. All such insurance in (iii) and (iv) shall name Landlord as an additional insured thereunder.

17.5 Payment for Work.
Tenant shall pay the entire cost of all work in cash or its equivalent within the time periods specified in its construction contracts, or promptly where there is no such contract. If any lien relating to the construction of any Improvements is filed against Landlord's or Tenant's interest in the Premises, and said lien is not dissolved within sixty (60) days after the date for payment under the contract for said work, then Tenant shall discharge the same by payment or by filing any necessary bond within fifteen (15) days after the expiration of said sixty-day period.

17.6 Inspection of Work.
Landlord's representatives may, subject to Section 19.17 below, enter upon the Premises from time to time upon reasonable notice to Tenant and without material interruption to the work, for the purpose of inspecting the work being performed by or on behalf of Tenant, and such entry shall not be construed to be a violation of Tenant's right to exclusive possession of the Premises.

17.7 Time for Completion of Work.
Notwithstanding any provision of this Lease, including any applicable cure period for a default or Force Majeure, the Work shall be completed in accordance with applicable Laws, including the State Building Code. Tenant shall commence the Work and shall achieve substantial completion of the Work substantially in accordance with the Work Plan.

17.8 Record Set of Drawings.
Tenant shall provide Landlord with a complete record set of any final plans and specifications for

any Improvements constructed by or for Tenant, together with copies of all final permits and approvals issued by local plumbing, gas, electrical, building and other inspectors or by any other Governmental Authority under Laws.

17.9 Mechanics' Liens.
No mechanics', materialmen's or similar lien shall ever attach against Landlord's or Tenant's interest in and to the Premises by reason of any work performed by or for Tenant on or to the Premises. If any such lien shall be put on record, Section 17.5 hereof shall be applicable.

17.10 When the Work under the Work Plan is Completed.
The Work shall be considered substantially complete for the purposes of this Lease only when (i) Tenant has performed the Work to be performed by Tenant in substantial compliance with the Work Plan, including complete installation of all structural and mechanical elements, fixtures, life safety systems, decorations, and landscaping (subject to climactic conditions), with the exception of only so-called "**Punchlist Items**" which do not materially interfere with or burden the full use and occupancy of the subject Improvements; (ii) construction debris and refuse resulting from demolition and construction of the Improvements have been properly and lawfully removed and disposed of; and (iii) all governmental inspections have been completed, and all permits, approvals, certificates and the like, if any, necessary for the lawful use and occupancy of the Improvements or any portion thereof, have been issued, including, without limitation, any temporary or permanent certificates of occupancy (a copy of which shall be delivered by Tenant to Landlord).

ARTICLE 18: Ownership of Improvements

At all times during the Term, (i) Landlord shall continue to have title to the Premises and (ii) Tenant, subject to the terms of this Lease, shall have control of the Improvements. Upon the Expiration Date or earlier termination of this Lease in accordance with the provisions hereof, the Premises, including all Improvements, shall become the property of Landlord with no compensation to Tenant for any Improvements which may have been paid for by or on behalf of Tenant. Upon the Expiration Date or a termination of this Lease prior to the Expiration Date in accordance with the provisions hereof or otherwise by law or in equity, Landlord shall have the right to file a certificate with the appropriate Registry to the effect that this Lease has expired or terminated in accordance with its terms, and such Certificate shall forever estop Tenant under this Lease or at law or in equity from asserting any rights of Tenant hereunder and upon the filing of such Certificate, the Premises, and all Improvements thereon, shall automatically without more, vest full title in Landlord to all such Improvements.

ARTICLE 19: Miscellaneous Provisions

19.1 Nondiscrimination.
Tenant agrees that Tenant shall not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation, discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Tenant, or deny any person access to the Premises or to any activities or programs carried out upon the Premises. Tenant shall comply with all applicable Laws prohibiting discrimination in employment or public accommodation.

19.2 State Employees Barred from Interest.
No official, employee or consultant of the Commonwealth of Massachusetts shall have any

personal interest, direct or indirect, in this Lease or Tenant. No such official, employee or consultant shall participate in any decision relating to this Lease which affects his personal interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

19.3 Landlord's Liability; Tenant's Liability.
No official, employee or consultant of the Commonwealth of Massachusetts shall be personally liable to Tenant or to any successor in interest or person claiming through or under Tenant in the event of any default or breach of this Lease or for any amount which may become due or on any claim, cause or obligation whatsoever under the terms of the Legislation and this Lease. All claims against Landlord shall be governed by the provisions of this Lease and Chapter 258 of the Massachusetts General Laws. Neither Landlord nor any of its respective members, officers, employees or agents shall be personally liable to Tenant or to any successor in interest or person claiming through Tenant in the event of any default or breach of this Lease, or for any amount which may become due or on any claim or obligation whatsoever under the terms of this Lease. Notwithstanding any other provisions of this Lease, in no event shall Landlord have any liability hereunder for indirect, special, consequential or punitive damages.

19.4 Estoppel.
Landlord and Tenant agree at any time and from time to time, upon not less than fifteen (15) days prior written request by the other, to execute, acknowledge and deliver to the other either a statement in writing certifying that this Lease is unmodified and in full force and effect or if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications, and that either under the Lease there is no default and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default, or that a default exists under this Lease and specifying the nature thereof, and the dates to which the rent and other charges have been paid in advance.

19.5 Provisions Binding.
The term "**Landlord**" wherever used in this Lease shall be deemed to mean the body politic, or the corporation, persons or other legal entity holding the rights of Landlord under this Lease at the time in question, and it is understood and agreed that the covenants and agreements contained herein shall be binding upon Landlord and its successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder. The term "**Tenant**" wherever used in this Lease shall be deemed to mean the Tenant named in the preamble, but not any of its successors and assigns, except as liable under Article 9 hereof for a prohibited assignment.

Tenant specifically agrees that any recovery to it under this Lease shall be limited to a maximum amount equal to the value of Landlord's interest in the Premises or as otherwise required by law. In any event, it is specifically agreed that neither Landlord nor its constituent agencies or other divisions shall ever be liable to Tenant for any such judgment in excess of such maximum amount.

Except as set forth above, all of the covenants, agreements, stipulations, provisions, conditions, options and obligations herein expressed and set forth shall be considered as running with the Land and shall (unless herein otherwise specifically provided) extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant, respectively, or their successors in interest, as fully as if such words were written whenever reference to Landlord and Tenant occur in this Lease. The reference contained to successors and assigns of Tenant is not intended to constitute Landlord's consent to Tenant's assignment by

Tenant not otherwise permitted hereunder.

19.6 Invalidity of Particular Provisions.
If any term or provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law.

19.7 Filing of a Memorandum of Lease.
Both Landlord and Tenant agree to execute, acknowledge and deliver, upon request of the other, a recordable notice of lease with respect to this Lease with the appropriate County Registry of Deeds as is from time to time necessary or appropriate under applicable Laws for the protection of Tenant's interest in this Lease. The requesting party shall pay the cost of recording said notice. At the expiration or earlier termination of Lease, both Landlord and Tenant agree to execute, acknowledge, and deliver, upon request of the other, a notice of termination of lease with respect to this Lease.

19.8 Waiver.
No failure by Landlord or Tenant to insist upon the strict performance of any provisions, condition or agreement contained in this Lease, which the other is to perform, hereunder, shall ever be deemed to be a waiver of such provisions as to any subsequent event constituting nonperformance or observance by such party.

19.9 Interest.
All payments becoming due under this Lease and not paid when due may bear interest from the applicable due date until received by Landlord at the contract rate as provided in General Laws c.231, §6c, as amended.

19.10 Amendments.
This Lease may be modified or altered only by agreement in writing between Landlord and Tenant.

19.11 Governing Law.
This Lease shall be governed by the substantive laws of The Commonwealth of Massachusetts, without reference to its conflict of laws provisions.

19.12 Notices.
Any notice or other communication required or permitted hereunder shall be given in writing and delivered by hand or by overnight courier (including Federal Express and similar recognized overnight delivery services having procedures to evidence delivery and attempted delivery) or by registered or certified mail (return receipt requested), and shall be deemed given or made upon the earlier of (i) actual receipt or actual refusal of the addressee to accept delivery of such notice or communication, or (ii) the day following the date of deposit with any such overnight courier or (iii) seven days after deposit in the mails, all charges prepaid, addressed as set forth below, or at any other addresses that such party may hereafter specify from time to time in writing.

If to Landlord: Commissioner
Department of Conservation and Recreation (DCR)
251 Causeway Street
Boston, MA 02114

cc: Historic Curatorship Program

If to Tenant: _____
_____
_____

Wherever in this Lease notice or requests to Landlord must be given in accordance with Section 19.12 and a response is required within a specified period of time, the envelope containing the notice or request shall bear on the outside thereof and the first page of such notice at the top of such page, the following legend, printed in bold-face type in a font of at least 14 points in size:

NOTICE

THIS NOTICE REQUIRES REPLY WITHIN [ ] DAYS

with the blank in such legend filled in with the number of days for notice or request referred to in the applicable Section of this Lease, as appropriate.

19.13 Tenant's Beneficial Interest Disclosure Statement.
Tenant warrants that it has, on or prior to the date hereof, delivered to Landlord Tenant's Beneficial Interest Disclosure Statement as required by M.G.L. c. 7C, §38, attached hereto as Exhibit E.

19.14 Force Majeure.
In any case where Tenant is required to do any act other than the payment of money, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, strikes, unavailability of materials or equipment, unusually severe weather or other causes beyond the reasonable control of Tenant (collectively, "**Force Majeure**") shall not be counted in determining the time when the performance of such act must be completed. The period of time for completion shall be extended by the same number of days as lost due to the Force Majeure event.

19.15 Survival of Certain Provisions.
Notwithstanding any provision herein to the contrary, the provisions of Article 3 and Article 8 herein shall survive the expiration or earlier termination of this Lease.

19.16 "Legal Costs" Defined.
In the event that Landlord is required to be represented by the Commonwealth of Massachusetts Attorney General's office in connection with any proceeding or dispute or any other matter arising out of this Lease, then in addition to the fees and expenses of any private counsel which Landlord may wish to engage in its sole discretion, Tenant's indemnification and reimbursement responsibilities under any provision of this Lease, whether incurred in connection with a litigation matter or any other legal matter, shall include all court and litigation costs and alternative dispute resolution costs borne by the Attorney General's office or Landlord, and reasonable legal fees, court and litigation costs and alternative dispute resolution costs and expenses charged by private counsel employed by Landlord after certification of such private counsel as Special Assistant Attorney(s) General by the Attorney General of the Commonwealth of Massachusetts, all of which costs and expenses, whether from private or public counsel, shall be defined herein collectively as "**Legal Costs**."

19.17 Landlord's Right to Inspect.
Landlord and Landlord's Agents shall have the right, but not the duty, following reasonable advance notice of no less than twenty four (24) hours except in the case of an emergency, or to investigate an Event of Default, to enter upon the Premises from time to time at reasonable times and with reasonable frequency for the purposes of inspections and other actions required in order to evaluate compliance with the terms of this Lease. Tenant shall respond to reasonable requests for copies of contracts and other documents relevant to such evaluations. Landlord shall not be liable to Tenant in any manner for any expense, loss or damage occurring by reason of the aforesaid entries, nor shall the exercise of any such right be deemed an eviction or disturbance of Tenant's use or possession of the Premises. In all events Landlord and Landlord's Agents shall, in the exercise of their rights under this Lease, exercise all reasonable diligence to minimize the nature and duration of any interruption of or interference with the use of the Premises for Permitted Uses and with any other activities permitted or required of Tenant hereunder.

19.18 Marketing.
Tenant will seek Landlord's written prior approval of any marketing material, including, but not limited to hereby, signs, websites, advertisements, merchandising products, or promotional material, temporary or permanent, that utilizes or references the name of the property, the name of the facility, or Landlord.

All marketing materials must include reference to Landlord and / or the Landlord's logo in any advertising or marketing, including but not limited to websites, marketing literature, television or radio advertisements.

19.19 Copies of License, permits, etc. to Landlord.
Tenant will provide a copy of all permits, licenses, certificates of use or occupancy or any other governmentally required documents for the use of the Premises to Landlord.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes and one and the same document, as of the day and year first above written.

LANDLORD:

THE COMMONWEALTH OF MASSACHUSETTS,
acting by and through its DEPARTMENT OF CONSERVATION AND RECREATION

By: _____

Edward M. Lambert, Jr. Commissioner

Date: _____

Hereunto Duly Authorized

TENANT: _____

By:_____

Date: _____

Hereunto Duly Authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of_____, _____, before me, the undersigned notary public, personally appeared Edward M. Lambert, as Commissioner of the Department of Conservation and Recreation, and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____ , _____ before me, the undersigned notary public, personally appeared_____ as aforesaid, and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

GLOSSARY OF DEFINED TERMS

DCR HISTORIC CURATORSHIP PROGRAM LEASE

"Annual Rent Basis" is defined in Exhibit J

"**Additional Payments**" is defined in Section 3.1

"**Base Rent**" is defined in Section 3.1

"**Building**" or "**Buildings**" is defined in the third Recital

"**Commencement Date**" is defined in Section 1.5

"**Contractor**" is defined in Section 17.3

"**DCR**" is defined in the opening preamble paragraph

"**DCR Historic Curatorship Program**" is defined in the third Recital

"**Default Rate**" is defined in Section 19.9

"**Enabling Legislation**" is defined in the first Recital

"**Environmental Laws**" is defined in Section 8.1

"**Event of Default**" is defined in Section 15.1

"**Excluded Hazardous Materials Matters**" is defined in Section 8.3

"**Expiration Date**" is defined in Section 1.5

"Fair Market Rent" is defined in Exhibit J

"**Force Majeure**" is defined in Section 19.14

"**Governmental Authority**" is defined in Section 1.1(c)

"**Governmental Authorities**" is defined in Section 1.1(c)

"**Hazardous Materials**" is defined in Section 8.1

"**Imposition**" is defined in Section 3.1

"**Improvements**" is defined in the third Recital

"Improvements and Betterments" are defined in Section 10.2.

"**Land**" is defined in the first Recital

"**Landlord**" is defined in opening preamble paragraph on page 1; also see Section 19.5

"**Landlord's Agents**" is defined in Section 5.7(c)

“Landlord’s Rules and Regulations” is defined in Section 2.6

“**Landlord’s Work**” is defined in Section 1.3

“**Laws**” is defined in Section 2.2

“**Lease**” is defined in opening paragraph

“**Legal Costs**” is defined in Section 19.16

“Mandatory Improvements” is defined in Section 3.4

“**Massachusetts Contingency Plan**” or “**MCP**” is defined in Section 8.1

“**Permitted Uses**” is defined in Section 2.1

“**Premises**” is defined in the second Recital

“**Punchlist Items**” is defined in Section 17.10

“**Remedial Work” is** defined in Section 8.1

“**RFP**” is defined in the fourth Recital

“**Survey**” is defined in the second Recital

"**Systems**" is defined in Section 7, Section (c)

"**Tanks**” is defined in Section 7, Section (c)

“**Tenant**” is defined in opening preamble paragraph; see also Section 19.5

“**Tenant’s Agents” is** defined in Section 8.2

“**Tenant's Maintenance Obligations**" is defined in Section 7

“**Tenant’s Response to RFP**” is defined in the fourth Recital

“**Public Access**” is defined in Section 2.9

“**Term**” is defined in Section 1.5

“**Work**” is defined in Section 1.3

“**Work Plan**” is defined in Section 1.3

EXHIBIT A: LEASE BOUNDARY SURVEY

INSERT BOUNDARY SURVEY BEHIND THIS PAGE

EXHIBIT B: WORK PLAN

Work Plan:

Summer 2012

		cost
		$
	TASKS ENTERED HERE	$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Fall 2012

		$
	TASKS ENTERED HERE	$
		$
		$
		$
		$
		$
		$
		$
		$

		$
		$
		$
		$
		$
		$
		$
		$

Winter 2012/2013

	TASKS ENTERED HERE	$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Spring 2013

	TASKS ENTERED HERE	$
		$
		$
		$
		$
		$

		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Summer 2013

	TASKS ENTERED HERE	$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Total Construction Cost	**$**

EXHIBIT C: LANDLORD'S WORK

PROPERTY NAME:	
FACILITY:	
Completed	Date

EXHIBIT D: TEMPLATE FOR ADDITIONAL WORK ACCOUNTING

Additional Work (Mandatory Improvements) not Included in the Work Plan and qualified Additional Payments		
PROPERTY NAME:		
FACILITY:		
Year	**Qualified Improvements and Additional Payments**	**Cost (Materials, Labor, general conditions)**
1 (2013)	Item 1	$ XX,XXX.00
	Item 2	$ XX,XXX.00
	Item 3	$ XX,XXX.00
2 (2014)	Item 1	$ XX,XXX.00
	Item 2	$ XX,XXX.00
	Item 3	$ XX,XXX.00
3 (2015)	Item 1	$ XX,XXX.00
	Item 2	$ XX,XXX.00
	Item 3	$ XX,XXX.00
4 (2016)	Item 1	$ XX,XXX.00
	Item 2	$ XX,XXX.00
	Item 3	$ XX,XXX.00
5 (2017)	Item 1	$ XX,XXX.00
	Item 2	$ XX,XXX.00
	Item 3	$ XX,XXX.00
TOTALS		**$** XX,XXX.00

EXHIBIT E: STATEMENT OF TENANT'S BENEFICIAL INTEREST

Beneficial Interest Disclosure Statement

RENTAL OF REAL PROPERTY

For rental of Real Property by the Commonwealth of Massachusetts the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, Section 40J (a copy of which is attached hereto), of a transaction relating to real property as follows:

(1) REAL PROPERTY: The parcel of land described as follows:

Leased (or to be leased) by the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation to

(2) TYPE: Lease

(3) LANDLORD: The Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation

(4) TENANT:

(5) Names and addresses of all ***persons*** who have or will have a direct or indirect beneficial interest in the property as Tenant **[attach additional sheets, if necessary]**.

NAME RESIDENCE ADDRESS

(6) None of the above-mentioned persons is an employee of the Department of Conservation and Recreation or the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth, except as listed below: **[If none, write NONE]**

Beneficial Interest Disclosure Statement for The Coachman's River Center, Inc. (cont.)

Signed under the penalties of perjury.

TENANT:

By: _____

_____
President

_____
DATE

By: _____

_____
Treasurer

_____
DATE

By: _____

_____
Clerk

_____
DATE

By: _____
.

_____
Director

_____
DATE

By: _____

_____
Director

_____
DATE

Hereunto Duly Authorized

Massachusetts General Laws Chapter 7, Section 40J

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the Landlord or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the Landlord, Tenant, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the Tenant's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners.

A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

EXHIBIT F: HISTORIC CURATORSHIP ENABLING LEGISLATION

DCR Historic Curatorship Program Enabling Legislation and Amendments

Section 44, Chapter 85, Acts of 1994

SECTION 44. Notwithstanding the provisions of any general or special law to the contrary, the department of environmental management may, consistent with established procedures of the division of capital planning and operations, and as provided herein, lease real property under its control and supervision to any person or organization, if the commissioner of said department makes a determination that such lease will adequately ensure the preservation and maintenance of an historic property, and that such lease is otherwise consistent with the department's duties and responsibilities.

For the purposes of this section the following words shall have the following meanings:-

"Historic property", any real property possessing historic value, and so identified hereunder in this section.

Any lease entered into by the department pursuant to this section shall provide, at a minimum, for the following: (a) the improvement and maintenance and management, throughout the term of the lease, of the property by the Tenant in conformance with appropriate standards for rehabilitation of historic properties approved by the Massachusetts historical commission, and all other applicable provisions of law; (b) the payment to the department of fair market rent for the property, provided that the value of any improvements and maintenance and management services provided by the Tenant under the lease may be deducted from the amount payable over the term of the lease; (c) a finding by the commissioner that the property covered by the lease, while not needed for use by the department for the duration of the lease, is nonetheless subject to its statutory duty under section one of chapter twenty-one of the General Laws to exercise control and supervision of areas of historic significance committed to it, and that the lease is entered into by the department pursuant to said duty; (d) the opening of the property to the public, no less often than twice each year, for the purpose of providing public access to the historic qualities of the property; and (e) any and all other provisions, terms and conditions as the commissioner may deem necessary and appropriate to protect the interests of the commonwealth and ensure the adequate preservation of the historic or other qualities of the property for future generations.

Historic properties subject to the provisions of this section shall include: the Barton house, so-called, Foxborough state forest, the Bell house, so-called, in Maudslay state park, the farm house, so-called, in Maudslay state park, the superintendent's house, so-called, in Wachusett Mountain state reservation, the Benjamin Osborne house, so-called, in Mount Washington state forest, Palmer mansion, so-called, in Bradley Palmer state park, E. F. Dodge house, so-called, in Bradley Palmer state park, Summit house, so-called, in Skinner state park, Hunter House, so-called, in Windsor state forest, Lowell Litchfield house, so-called, in Carlisle state forest, Graham house, so-called, in Nickerson state park, the former Knights of Columbus camp, so-called, in Dubuque state forest, Hunt house, so-called, in Mount Washington state forest, the gatekeeper's house and shed, so-called, Lowell heritage park, the superintendent's house, so-called, Beartown state forest, Swans Lodge and barn, so-called, Beartown state forest, the Intemann house, so-called, Mount Washington state forest, Crosby mansion, so-called, Nickerson state park, Graham house, so-called, Nickerson state park, Vierick house, so-called,

Halibut Point state park, Elder house, so-called, Natural Bridge state park, Windago Camp compound, so-called, Windsor state forest, and Bascom Lodge, so-called, Mount Greylock state reservation.

The commissioner shall establish guidelines for the implementation of a program of curatorship leases, provided, however, that such guidelines shall, at a minimum, provide for an open, competitive process for selecting lessees.

Historic Curatorship Enabling Legislation Amendments

Section 50, Chapter 15, Acts of 1994

SECTION 50. Said section 44 of said chapter 85 is hereby further amended by striking out, in line 35, the words ", E.F. Dodge house" and inserting in place thereof the following words:-, the Coach House and Carriage Garage at Bradley Palmer State Park, the Farm Complex at Maudslay State Park, Gilder House complex at Jug End, the Weeks House at Myles Standish State Forest, the Baker Chocolate Factory Company Administration Building at Lower Mills in the city of Boston, Lamson House and garage.

Section 19, Chapter 236, Acts of 2002

SECTION 19. Section 44 of chapter 85 of the acts of 1994, as amended by section 50 of chapter 15 of the acts of 1996, is hereby further amended by inserting after the word "forest", in line 31, the following words:- , Smith farmhouse, garage and barn in Borderland state park, Woodis house in Acushnet cedar swamp state reservation, Harlow house and barn in Ellisville state park, the farmhouse and barn in Carroll A. Holmes recreational area, formerly known as Lake Wyola state park, and coachman's house and barn in Maudslay state park.

Section 14, Chapter 312 of the Acts of 2008

SECTION 14. Section 44 of chapter 85 of the Acts of 1994, as most recently amended by section 19 of chapter 236 of the acts of 2002, is hereby further amended by inserting after the word “reservation”, in line 45, the following words:- , CCC Camp in Upton state forest.

Section 76, Chapter 182, Acts of 2008

SECTION 76. Section 44 of chapter 85 of the acts of 1994, as most recently amended by section 19 of chapter 236 of the acts of 2002, is hereby further amended by inserting after the words "Mount Greylock state reservation" the following words:- , Whitehead House at Willowdale state forest, Kerighan House at Bradley Palmer state park.

Chapter 302 of the Acts of 2008

SECTION 22**.** Section 44 of chapter 85 of the acts of 1994, as most recently amended by section 76 of chapter 182 of the acts of 2008, is hereby further amended by inserting after the word “reservation”, in line 45, the following words:- , Wilbur Farmhouse and Barn at Borderland state park, police station, dormitory, laundry and waiting room structures at Nantasket Beach reservation, Caretaker’s Cottage and the Barn at Brookwood Farm in the Blue Hills reservation, 1 Woodland Road in the Middlesex Fells reservation, Print Shop at the Brook Farm Historic Site

in West Roxbury, Carriage House at Havey Beach in West Roxbury, CCC Camp in Upton state forest and the Teahouse and Boathouse in Maudsley state park

Crosby Mansion / Cottages Legislation
Section 224 of Chapter 127 of the Acts of 1999

Section 1. Notwithstanding section forty-four of chapter eighty-five of the acts of 1994, as amended by section fifty of chapter fifteen of the acts of 1996, the commissioner of the department of environmental management is authorized to convey to the town of Brewster a leasehold interest in the Crosby Mansion, so-called, and three cottages in Nickerson State Park. The area of said leasehold is described on a plan to be filed with the department of environmental management entitled "Land and buildings in Nickerson State Park to be leased to the town of Brewster." Said lease shall contain terms and conditions established by the department. Notwithstanding any other provision of law, the term of such lease shall be twenty-five years, subject to extension for another ten year term at the discretion of the commissioner.

Section 2. The use of said Crosby Mansion and cottages shall be for Town municipal purposes, and for promoting the appreciation of the Mansion and historic resources. Should said use terminate, or should the commissioner determine that the town has failed to comply with the terms of the lease entered into between said department and the town, the property described in section 1 shall revert to said department.

Section 3. Use of said mansion and cottages shall be in compliance with all statutes, regulations and executive orders governing, but not limited to environmental protection, and the town shall secure all necessary approvals and permits. Failure to obtain or maintain compliance with said statutes, regulations, or to obtain and maintain permits and approvals shall constitute cause for termination of said lease.

Section 4. The use of said Mansion and cottages shall not interfere with the Commonwealth's use and operation of adjacent property as a state park.

Westport Lifesaving Station Legislation
Chapter 164 of the Acts of 2009

AN ACT RELATIVE TO THE LEASING OF THE HORSENECK POINT LIFESAVING STATION IN THE TOWN OF WESTPORT TO THE WESTPORT FISHERMEN'S ASSOCIATION.
Whereas, The deferred operation of this act would tend to defeat its purpose, which is to authorize forthwith the lease of the lifesaving station in the town of Westport to the Westport Fishermen's Association, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.
Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 44 of chapter 85 of the acts of 1994 is hereby amended by striking out, in line 2, the words "environmental management" and inserting in place thereof the following words:- conservation and recreation.

SECTION 2. Said section 44 of said chapter 85 is hereby further amended by inserting after the word "forest", in line 44, the following words:- , Horseneck Point Lifesaving Station in the

Horseneck Beach State Reservation.

SECTION 3. Notwithstanding sections 40F to 40J, inclusive, of chapter 7 of the General Laws or section 44 of chapter 85 of the acts of 1994 or any other general or special law or rule or regulation to the contrary, the commissioner of conservation and recreation may lease certain land and the building thereon to the Westport Fishermen's Association. The parcel, the exact boundaries of which shall be established prior to such conveyance by a survey commissioned by the commissioner, is located at the corner of West Beach and East Beach roads at Gooseberry Neck in the town of Westport and known as the Horseneck Point Lifesaving Station. The term of such lease shall be 25 years, subject to extension for another 10 year term at the discretion of the commissioner.

SECTION 4. Notwithstanding any general or special law to the contrary, the parcel described in section 3 shall be leased subject to a restriction limiting the use of the parcel to operating a lifesaving museum and promoting the appreciation of the Horseneck Point Lifesaving Station and historic resources. If at any time the property ceases to be used for the purposes described in this section or should the commissioner of conservation and recreation determine that the Westport Fishermen's Association has failed to comply with the terms of the lease entered into between the department and the Westport Fishermen's Association, the commissioner shall give written notice to the lessee of the unauthorized use. The lessee shall, upon receipt of the notice, have 30 days to respond and a reasonable time to establish an authorized use of the parcel. If an authorized use of the parcel is not thereafter established, the lease of the parcel, upon the recording of a notice thereof by the commissioner in the appropriate registry of deeds, shall terminate and any further disposition of the property shall be subject to chapter 7 of the General Laws.

SECTION 5. Notwithstanding any general or special law, or any rule or regulation to the contrary, the commissioner of capital asset management and maintenance shall, 30 days before the execution of any lease authorized by this act, or any subsequent amendment thereto, submit the proposed lease or amendment and a report thereon to the inspector general for his review and comment. The inspector general shall issue his review and comment within 15 days of receipt of the proposed lease or amendment. The commissioner of capital asset management and maintenance shall submit the proposed lease or amendment, and the reports and the comments of the inspector general, if any, to the house and senate committees on ways and means and the joint committee on state administration and regulatory oversight at least 15 days before execution of said lease.

SECTION 6. Notwithstanding any general or special law to the contrary, the lessee shall be responsible for all costs associated with the lease of the property under this act including but not limited to, costs associated with any engineering, surveys and legal or recording fees as such costs may be determined by the commissioner of capital asset management and maintenance. During the term of the lease, the lessee shall be solely responsible for all costs, liabilities and expenses of any nature and kind for the development, maintenance and operation of the leased property.

SECTION 7. Use of the Horseneck Point Lifesaving Station shall be in compliance with all applicable statutes, regulations and executive orders, including, but not limited to, laws relating to environmental protection and the Westport Fishermen's Association shall secure all necessary approvals and permits. Failure to obtain or maintain compliance with these statutes, regulations and executive orders or to obtain and maintain permits and approvals shall

constitute cause for termination of the lease and the notice and right to cure provisions of section 4 shall apply.

SECTION 8. The use of the Horseneck Point Lifesaving Station shall not interfere with the commonwealth's use and operation of adjacent property as a state park.

Chapter 67 of the Acts of 2011, Sections 1 and 2

SECTION 1. Section 44 of chapter 85 of the acts of 1994 is hereby amended by inserting after the words "Horseneck Beach State Reservation", inserted by section 2 of chapter 164 of the acts of 2009, the following words:- Officers' Quarters at Fort Revere in the town of Hull, Gatekeeper's House at Maudslay State Park, Gates House at Wachusett Mountain State Reservation, Blue Farmhouse and garage and associated barns 3, 4 and 5 at 215 Cold Spring road and Red Farmhouse and shed at 220 Cold Spring road at Spectacle Pond in the town of Sandisfield, the McKay House at Willowdale State Forest, 57 Dedham street in the Hyde Park section of the city of Boston, Speedway Administration Building located in the Brighton section of the city of Boston, the Police Substation on Furnace Brook Parkway in the city of Quincy, the Compressor Building at Quincy Quarries in the Blue Hills Reservation, any of the cottages on Peddock's Island in the Boston Harbor Islands National Park Area, 3 Wompatuck Cottages in Wompatuck State Park, Stress House 1 at Neponset River Reservation and, notwithstanding any general or special law to the contrary, the Schooner Ernestina and a portion of the New Bedford state pier, to provide sufficient berthing space.

SECTION 2. Said section 44 of said chapter 85 is hereby further amended by inserting after the fourth paragraph the following paragraph:-

Notwithstanding section 182B of chapter 6 of the General Laws, the department shall, as a condition of a lease of the Schooner Ernestina, require that the lessee consult with the Cape Verdean Association in New Bedford in order to provide historic and cultural education programs at said Schooner.

EXHIBIT G: COORDINATION WITH FACILITY OPERATIONS AND MANAGEMENT

Property: _____
Tenant Point of Contact for Facility related issues:
Park Supervisor (or his/her appointee), with copy to Historic Curatorship Program Manager.

Facility Coordination issues not addressed in lease:

Site Access

Construction site security:

Public Access:

Parking:

Permits for any activities off site:

Notification to Landlord of facility events or activities:

Plowing / Shoveling:

Landscaping / Gardening:

Coordination of joint activities:

EXHIBIT H: MAINTENANCE GUIDELINES

INSERT GUIDELINES FOR THE MAINTENANCE OF HISTORIC PROPERTIES INCLUDING RECOMMENDATIONS FOR THE LONG TERM CARE OF HISTORIC BUILDINGS AND LANDSCAPES BEHIND THIS PAGE

EXHIBIT I: SECRETARY OF THE INTERIOR'S STANDARDS FOR HISTORIC REHABILITATION

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 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.

EXHIBIT J: FAIR MARKET RENT

U.S. Department of Housing and Urban Development: Final FY 2011 FMRs By Unit Bedrooms – _____, MA	

4-Bedroom		
Total		
x 40 year lease		

Anticipated investment

Rehabilitation total:		
Maintenance credit (20% of HUD 2011 FMR x 40 year lease)		
Management credit (10% of HUD 2011 FMR x 40 year lease)		
total anticipated investment		

Base Rent Adjustment

1. Tenant agrees that at the commencement of any additional term as provided in this lease beyond the initial term of forty (40) years, the monthly rent value shall be adjusted to reflect any change in the “Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All items (1982-1984=100)” (hereinafter referred to as the Price Index) published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the Landlord, appropriately adjusted for the month of March 2011 (hereinafter called the “Base Price Index”). The Base Rent shall be adjusted in accordance with sub-paragraph 2 of this section.

2. Commencing as of the first date of any extension of this lease, there shall be an adjustment (hereinafter referred to as “Adjustment”) in the Base Rent calculated by multiplying the Base Rent set forth in Article 3 and this Exhibit J, by a fraction, the numerator of which shall be the Price Index for the month of March 2011 and the denominator of which (for each such fraction) shall be the Base Price Index; **PROVIDED, HOWEVER** no adjustment shall reduce the Base Rent as previously payable in accordance with this section, Article 3 or Exhibit J.

3. In the event the Price Index ceases to use the 1982-1984 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number if items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.

EXHIBIT K: CURATORSHIP PROPOSAL

32 PUBLIC COMMENT 07/09/2014 – 08/07/2014 RESPONSE

Resident Curator Program Implementation Study 90% Draft
Public comments received during public comment period 07/09/2014 - 08/07/2014

Date Received	From	Comment Received	Response to consider for document	Other staff follow-up completed or needed
7/11/2014	Win Meiselman	Inquiry why her home, Merrybrook, is not on the list of properties considered for the RCP.	None	DPZ staff responded. Only publicly owned properties can be considered for RCP. Merrybrook is not publicly owned.
7/23/2014	Wayne Foley/Great Falls Citizens Association (GFCA)	No specific comments about document. They would have liked longer than 30 days to review. They requested condition assessment reports on four Dranesville District properties.	None	FCPA and others provided responses, including any requested reports if available.
7/24/2014	Jenee Lindner	No specific comments about document. General support for RCP and distribution of info to other parties.	None	Explain that state RC legislation is not a zoning law and a RC program will not set up “housing codes” as stated in her emails (perhaps explain at community meeting)
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	In the spirit of transparency called for in the RCPS and in the interest of gaining further public support, we encourage the County to hold a public hearing on this program proposal (p. 1)	None	Staff agrees. Staff has initiated planning for 2 community meetings. Tentative dates late Oct. Notification will be sent to stakeholders.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	It is clear a successful program needs to have a flexible framework within which the administrators and program managers are to operate. Selection of the proper curator is a key essential element. (p. 2)	None	Staff agrees.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	The curatorship program, intended to preserve properties of historical significance, should give priority to those whose condition need immediate assistance. Support, interest and involvement of the local community should also be a paramount factor in selecting the initial properties. (p. 2)	None	Additional criteria and/or interpretation of criteria identified by the consultant for property selection are anticipated during program development.

8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	We recommend the addition of two other ranking criteria: (1) consequences of delay and (2) prominence of structures. (p. 2)	None	Additional criteria and/or interpretation of criteria identified by the consultant for property selection are anticipated during program development.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	The assignment of a value of 14 to the Turner Farmhouse raised questions with our working group. The categories of "Design" and "Materials" were not credited for the Turner Farmhouse. We recommend placing an "x" under both "Design" and "Materials," thus assigning a value of 16 to the Turner Farmhouse. (pp 2-3)	Insert on p. 68, line 19 after the sentence ending with the word "program": The list of potential candidate properties is not an exhaustive list of all county-owned properties that may be eligible. It provides a basis for evaluation for the purpose of this study. The same applies to the current property ranking. The ranking serves as a basis and would require re-evaluation if a program is initiated.	
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	The RCPS references anticipated "financial benefits associated with the development of a RC program," but we do not believe that should be a major reason to initiate this program. Rather, the Board of Supervisors (BOS) should commit to a well-constructed historic preservation program as the highest priority for RCPS, not revenue generation or County spending decreases. From our perspective, all other factors besides the competent and enduring preservation of historic assets should be secondary.(p. 3)	None	So noted.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	If the FCPA is to be chosen as Curatorship Program Administrator, we ask that the BOS ensure the mission of that organization includes a strong historic preservation mandate beyond what it is today.(p. 4)	None	So noted.

8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	Given how the County budget works and revenue is generated, it is important that safeguards be put in place to protect funds allocated to the Resident Curatorship Program - a program that depends on the sustained and continuing commitment of the Board of Supervisors to succeed. (p. 4)	None	So noted.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	The RCPS calls for administration by a program manager, supplemented by a program team. We recommend the management of the curatorship program be kept lean and focused. To that end, many in the working group believe the County should not hire more than a single individual to staff the curatorship program. (p. 4)	Recommend consultants emphasize and clarify this point. Look to inserting on page 76 and in glossary p. 141.	The study recommends that only 1 new staff be hired. Program team is existing staff.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	Local engagement of citizens in communities where properties are located should be a required part of the project team. While citizens are mentioned on page 79, little more is said about citizens on the program team. We suggest the County give thought to how this might be accomplished beyond the limited scope given it by the consultants. (pp. 4-5)	None	So noted. Anticipated that the make-up of both the project team and the resource team will be reviewed during program development. Opportunities for community participation will be explored.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	It should be noted that there are many local historical societies throughout the County composed of people knowledgeable about local history, dedicated to preserving local culture, and steeped in historic preservation experiences. These are assets available to the County as a partner in exploring candidate properties, evaluating alternative curatorship concepts, and selecting the optimum resident curator. Drawing from this expertise would be an asset to the project team.(p. 5)	None	So noted. Anticipated that the make-up of both the project team and the resource team will be reviewed during program development. Opportunities for community participation will be explored.

8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	Other jurisdictions have decided such things as HAZMAT evaluation and removal by the governing authority might make the property more attractive to possible curator candidates. If the governing authority resolved or at least analyzed the utilities that would serve the property in question, then the property might be more attractive to potential curators who have not undertaken similar restorations. We agree that more County involvement and responsibility in presenting a baseline property to the public for bid would be important. We see that the County offer to provide essential infrastructural upgrades would be a significant incentive to encourage offers by potential curators. (p. 5)	None	Staff recognizes the potential needs and anticipates that preparing the property to a baseline for curatorship offering will be required.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	We recommend the County issue program guidelines that acknowledge that curators may differ, depending on residential, commercial and/or nonprofit use. (p 6)	None	So noted. Anticipate this will be explored during program development.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	The County should not allow a slow restoration because the curator is not a good plumber or electrician or has no renovation experience.(p. 6)	None	So noted. Establishing a set time period for completing rehabilitation has been recommended.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	In reviewing curator candidates (p.95), the program team needs to drill down on these traits, asking for specific examples of how the candidate has managed historic preservation through his/her own skills or how they have managed and financed outside contractors. (p. 6)	None	So noted. The County would need to review in light of required procurement procedures.

8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	If a nonprofit organization is a candidate for curator, the County should consider an alternative set of metrics for determining the financial acceptability, laid out on page 95. The consultants' report does not reflect this option and we urge the County to include guidelines and standards to encourage participation by nonprofits.	None	So noted. The County would need to review in light of required procurement procedures.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	We encourage a work plan that establishes standards that will result in true historic preservation within the context of flexible, adaptive reuse. (p. 7)	None	So noted. The state enabling legislation requires that all maintenance and improvement be conducted in accordance with established treatment standards for historic landmarks, areas, buildings, and structures.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	What consideration will be given to hiring local contractors? (p. 7)	None	So noted. Whether the County can require the curator to "hire-local" would need to be reviewed during program development.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	The length of the lease for a property should be made on a case-by-case basis and used as another incentive to attract qualified curators. (p. 8)	None	So noted. Opportunities and constraints of lease length would need to be reviewed during program development.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	Perhaps the RCPS could adopt a rough formula so money invested would relate to the length of lease offered as offset by the FMV of the possible lease on a structure. (p. 8)	None	So noted. Opportunities and constraints of lease length would need to be reviewed during program development.
8/8/2014	Great Falls Citizens Association and Great Falls Historical Society	Issues to be resolved: Property taxes, occupancy permit, lease length, commercial function, accessible upgrades, marketing (p. 9)	None	So noted. Opportunities and constraints of each point can be reviewed during program development.

8/8/2014	Robert E. Beach, Fairfax County History Commission RCP Committee Chair	The History Commission should probably have an active role in establishing the potential properties eligible for inclusion in the program, assist with the development and review of the work plan for rehabilitating the historic structures to "*The Standards*", educating the general public about the benefits of the program and assisting the curators in holding and promoting events when the historic structures are open to the public.	None	So noted. Staff looks forward to working with the History Commission regarding its role in the program.

From: Jenée Lindner [mailto:jblindner@verizon.net]
Sent: Thursday, July 24, 2014 5:58 PM
To:
Cc: Pedersen, Judith
Subject: Part #1 Virginia Resident Curatorship Program moving forward
Attachments: VIRGINIA RESIDENT CURATORSHIP PROGRAM info and synopsis.pdf;
VIRGINIA RESIDENT CURATORSHIP PROGRAM.part 1.pdf

Friends,

I wanted to share with you information about the Virginia Resident Curatorship Program. Please pass this information on to your Fairfax County Supervisor/ government officials and other interested individuals in tandem with the information Bob Beach, as History Commission Chair of the Resident Curatorship Program, has given to you. This material discusses the history and feasibility of this new system to zone future properties in Fairfax County (and a template for all of Virginia) as Resident Curator Property areas. This new Virginia zoning law that passed will be able to facilitate preserving crumbing Fairfax County historical structures with a 'new tool in our preservation toolbox.' It will help form an innovative countywide systematic working relationship between the county and individuals/groups who want to help pay for restoration, possibly reduce or forgive county/state taxes and rent from ownership costs, keep accepted sites in order through housing codes, and promote resident curators if so warranted, on various endangered historical sites.

This type of Resident Curatorship Program has been done in several other states.

The Virginia's Resident Curatorship Program Bill was passed by Commonwealth of Virginia in 2011. The Fairfax County Board of Supervisors have given money ($100t) to John Miner Associates 18 months ago to study this new law and how it can be set up in our county. The study was just finished. Comments by the public are encouraged until August 7, 2014. Please do!

I have included for your review information on its 2009 commencement by the Friends of Laura Ratcliffe (FoLR)at Merrybrook in Herndon,VA (http://folr.info/), to the state legislative as a Bill in 2011, talks by various interested parties in Fairfax County and the Commonwealth after it passed in 2011, and as a 18 month study here in Fairfax County in 2014, just concluding. I have listed it in four chronological e-mails.

Part 1: **WHO**. It discusses the overview of the bill with the involvement of the Friends of Laura Ratcliffe at Merrybrook, Delegate Tom Rust's introduction, lobbying efforts by Dottie O'Rourke and Jenee Lindner. It ultimate passed in Richmond, Virginia by an unanimous vote in 2011. The law is written below.

Part 2: **WHA**T. These are copies of talks after the bill passed at the Virginia Association of Museums (VAM) Conference by Win Meiselman, President of FoLR and Dr. M. Catherine Slusser, Deputy Director of the Department of Historic Resources. Dr. M. Catherine Slusser also gave this speech again at the annual Preservation Virginia Conference in 2011. Ted McCord spoke in favor of this new legislation. Dottie O'Rourke and Jenee Lindner also spoke. In the handout section are various items. Highlights: There is the copy of the initial talk to the legislative committee in Richmond, VA for this (House Bill) HB-1963 given by Virginia Delegate Tom Rust, 86th District. There is also an interesting piece by Ted McCord who is presently Fairfax County's only resident curator at Mount Gilead in Centreville, VA. (Supervisor Gross had asked specifically about his arrangement. Please pass this on to her).

Part 3: **WHY**. An excellent one page overview given to offices of the Fairfax County Supervisors by the FoLR Committee including Becky Smith who authored the final handout. Also, an excellent PowerPoint presentation to the Board of Fairfax County Supervisors by the Fairfax County Development Process Committee in 2012.

Part 4: **HOW**. Dottie O'Rourke and Jenee Lindner attended the county wide public meeting on 8/22/2013: Introduction to the Resident Curator Program Public Meeting at Frying Pan Farm Park. There was another one a few days later. I have included their notes on both meetings. I have included the Executive Summary of material from the Fairfax County VA Resident Curator Program Implementation Study by John Miner Associates that has just be posted in 2014. (Board of Fairfax County Supervisors paid $100,00+for this exciting document). Please **make comments** in favor or against about the Resident Curator Program on Parkmail@fairfaxcounty.gov . You can until early next month.

The full report you can download on line if you choose. It is 237 pages. Happy reading!

PS. ALL, JUST RECEIVED THIS INFORMATION THIS MORNING>>HOT OFF THE PRESSES! Jenee
I am a member of SHA as is Liz Crowell and … others… [locally]. Jacque Olin
From: SHA_MailingList@sha.org
To: jacqueolin1@aol.com
Sent: 7/23/2014 8:01:22 A.M. Central Daylight Time
Subj: HELP SOCIETY OF HISTORIC ARCHAEOLOGY MAKE THE MOST OF CONGRESS' AUGUST RECESS!
Tuesday, July 29, 2014 - 12:00 PM - 1:00 PM ET Congress' summer recess kicks off on August 2 – let's get ready! August is a great time to invite Representatives and Senators to visit local archaeological, historical and architectural sites, and to learn about the importance of cultural heritage education and preservation. It is also a chance for us to advocate for SHPO/THPO offices, social sciences funding and Section 106.This summer, SHA is holding its first annual ***Invite Your Lawmakers Day on August 20, 2014***. Congress members typically spend the August recess (August 2 to September 7, 2014) in their home states and districts, providing the perfect opportunity for visits to your projects. SHA is encouraging its members to invite local, state and federal lawmakers – and the press – to visit nearby sites and digs, and learn why archaeology matters. Please join SHA's government affairs council Cultural Heritage Partners, PLLC on **Tuesday, July 29, at 12 pm EDT** for a 30-minute webinar to help prepare for Invite Your Lawmakers Day. Marion Werkheiser and Eden Burgess will teach you how to reach out to local Congressional offices, prepare for visits, deliver SHA's message, and make an impact that lasts. Join us and get empowered! Please register here:
https://attendee.gotowebinar.com/register/3977558440215720962 After registering, you will receive a confirmation email containing information about joining the webinar.Feel free to contact Marion (marion@culturalheritagepartners.com) or Eden (eden@culturalheritagepartners.com) with any questions.

Best,

Jenee

Jenee Lindner
Historic Fairfax City, Inc. (HFCI) Board Member
Chair, City of Fairfax Walking Tours
http://www.fairfaxtimes.com/article/20140418/NEWS/140419135/1117/historical-fairfax-city-walking-tours-set-to-begin&template=fairfaxTimes

Part 1 of 4: VIRGINIA RESIDENT CURATORSHIP PROGRAM STEP BY STEP SYNOPSIS

1. 2010-2011 (**WHO** WANTS IT):
   A) Friends of Laura Ratcliffe (FoLR) **legislative overview**, spearheaded by **Win Meiselman**, President of Friends of Laura Ratcliffe at Merrybrook in Herndon, VA and FoLR Board members. http://folr.info Great interest across Fairfax County and the Commonwealth of Virginia.
   B) Development of new bill by **FoLR Board, Preservation Virginia, Virginia Department of Historic Resources**. All on board. Create **House Bill-1963**.

2011: Introduction of House Bill-1963 *Virginia Resident Curator Program* by Delegate Tom Rust. HB 1963 Resident curator programs; locality may develop for managing, etc. Historic areas owned or leased.

Resident curator programs: Provides that a locality may develop a resident curator program for the purpose of managing, preserving, maintaining, or operating historic areas owned or leased by the locality.

*"**Resident curator**" The authority to enter into contracts with any person, firm or corporation as stated above may include the creation, by ordinance, of a resident curator program such that private entities through lease or other contract may be engaged to manage, preserve, maintain, or operate, including the option to reside in, any such historic area, property, lands, or estate owned or leased by the locality. Any leases or contracts entered into under this provision shall require that all maintenance and improvement be conducted in accordance with established treatment standards for historic landmarks, areas, buildings, and structures. For purposes of this section, leases or contracts that preserve historic landmarks, buildings, structures, or areas are deemed to be consistent with the purposes of use, observation, education, pleasure, and welfare of the people as stated above so long as the lease or contract provides for reasonable public access consistent with the property's nature and use. The Department of Historic Resources shall provide technical assistance to local governments, at their request, to assist in developing resident curator programs.*

Delegate Thomas Davis Rust (R) - House District 86

In-session address:

- General Assembly Building, Room 820, Capitol Square, Richmond, Virginia 23219
- (804) 698-1086

- email: DelTRust@house.virginia.gov
  Mailing address:
- 730 Elden Street, Herndon, Virginia 20170
- (703) 437-9400

C) **Delegate Thomas Rust** speech before the House Counties, Cities and Towns Sub-Committee in Richmond, VA. (**Dorothy O'Rourke, Jenee Lindner, Theodore McCord** attended from Fairfax County, VA and spoke in support).

D) Talking Points and Comments. Lobbyist Dorothy O'Rourke and Jenee Lindner. They went and visited every Delegate and State Senator office.

E) House Bill-1963 *Virginia Resident Curator Program:* Virginia Legislation formally passage 2/25/2011. No dissenting votes, not one! Named by Governor McDonnell, the **Merrybrook Bill.**

From: Jenée Lindner [mailto:jblindner@verizon.net]
Sent: Thursday, July 24, 2014 5:58 PM
To:
Cc: Pedersen, Judith
Subject: Part #3 Virginia Resident Curatorship Program moving forward
Attachments: VIRGINIA RESIDENT CURATORSHIP CHARACTERISTICS.1.3.2012.part 3a.pdf
VIRGINIA RESIDENT CURATORSHIP BENEFITS.2.21.2012.part 3b.pdf

Part 3 of 4: VIRGINIA RESIDENT CURATORSHIP PROGRAM STEP BY STEP SYNOPSIS

3. Early 2012 (**WHY** FAIRFAX COUNTY, VIRGINIA?)
   A) **Fairfax County Board of Supervisors:** Presentation to officers by FoLR Board Members, **Win Meiselman**, **Becky Smith**, **Dorothy O'Rourke**, **Debbie Balencia**. Jan. 2012.
   B) ***Fairfax County Supervisor Resident Curator: Costs and Benefits*** Presented to the Fairfax County Board of Supervisors by the **Development Process Committee**. **PowerPoint presentation.** Feb. 21, 2012.

Compiled by Jenee Lindner
7/21/2014

From: Jenée Lindner [mailto:jblindner@verizon.net]
Sent: Thursday, July 24, 2014 5:59 PM
To:
Cc: Pedersen, Judith
Subject: Part #4 Virginia Resident Curatorship Program moving forward
Attachments: VIRGINIA RESIDENT CURATORSHIP PUBLIC MEETINGS.8.2013.part 4a.pdf
VIRGINIA RESIDENT CURATORSHIP PROGRAM.7.2014.part 4b.pdf

Part 4 of 4: VIRGINIA RESIDENT CURATORSHIP PROGRAM STEP BY STEP SYNOPSIS

4. 2013-2014 (**HOW** CAN IT BE IMPLEMENTED?)

A) Parkmail@fairfaxcounty.gov

1) 8/22/2013: Introduction to the Resident Curator Program Public Meeting at **Frying Pan Farm Park**. Dottie O'Rourke and Jenee Lindner attended this meeting. (not listed public attendees)
2) 8/27/2013: Resident Curator Stakeholder Public Meeting at **Green Spring Gardens Park Horticultural Center**

B) http://www.fairfaxcounty.gov/parks/plandev/resident-curator-program.htm ***Fairfax County VA Resident Curator Program Implementation Study*** (**Full report 237 pages**) *John Miner Associates*, Inc. 5250 Cherokee Avenue, Suite 300, Alexandria, VA 22312 (703) 354-9737. 18 months. Included here 13 pages***:***

1) Table of Contents
2) Executive Summary
3) Project Overview

From the websites listed above, expanded resource material and the public comment page available until 8/7/14:

UPDATE: Draft Study Report Now Available for Public Comment
07/08/14 – 08/07/14

- Thank you for your continued interest in the Resident Curator Implementation Study. A draft version of the program implementation document is now available at the link below for public review and comment. The 30 day review period will end on **Thursday, August 7 at 11:59pm**. Comments should be entered in the form below or emailed to

Parkmail@fairfaxcounty.gov with the subject line "Resident Curator Study". All comments will be compiled and considered. Please note that several sections of this draft are still being reviewed and developed. The link below has been updated on 07/11/2014 to correct document formatting.

Download DRAFT Resident Curator Program Study .**237 pages.**

- An implementation study supporting the establishment of a Resident Curator Program (RCP) in Fairfax County is underway. The Fairfax County Board of Supervisors directed Park Authority and Department of Planning and Zoning staff to work with the Fairfax County History Commission to evaluate how a RCP would work in the county. The county has contracted with John Milner Associates, Inc. (JMA) to deliver a program implementation package identifying what it will take to execute and maintain a successful RCP in Fairfax County. The final study is expected to be completed by early fall 2014.

- Resident curator programs identify publicly-owned historic properties with no immediate or practical public use and through an open and competitive process, select outside parties with skills, resources and vision to rehabilitate a property in accordance with accepted preservation standards for historic buildings. In exchange for rehabilitating the property, the curator gains use of the property and pays little or no rent.

- A program in Fairfax County would potentially provide a fiscally responsible means to put many of the county's historic properties back into use. Curators would be required to provide opportunities for the public to visit and tour the properties in order to appreciate and understand their historic and architectural significance. A RCP would contribute to the county's stewardship mission of preserving and maintaining our historic resources while using a minimum of county fiscal resources.

Compiled by Jenee Lindner
7/21/2014

From: Jenée Lindner [mailto:jblindner@verizon.net]
Sent: Friday, July 25, 2014 2:10 PM
To:
Cc: Pedersen, Judith
Subject: Part #2A Virginia Resident Curatorship Program moving forward
Attachments: VIRGINIA RESIDENT CURATORSHIP SPEECHES.part 2a.pdf

NOTE: Some of you did not receive the #2 e-mail. I broke it up into two files. Hopefully that will make it work. Best, Jenee

Part 2A of 4: VIRGINIA RESIDENT CURATORSHIP PROGRAM STEP BY STEP SYNOPSIS

2. Spring 2011 (**WHAT** IT MEANS):

A) Virginia Association of Museums (VAM) Conference speakers -

- **Win Meiselman**, President of **Friends of Laura Ratcliffe (FoLR)** at Merrybrook **in Herndon, VA.**
- **Dr. M. Catherine Slusser**, Deputy Director, **Department of Historic Resources** and, later, same speech as keynote speaker at **Preservation Virginia** Annual Conference.
- **Theodore McCord**, George Mason University history professor, **Mount Gilead Estate, Centreville, Fairfax County, only curator resident**.
- **Jenee Lindner**, FoLR Board Member, Northern Virginia History Consultant**, Legislative Lobbyist talking points.**
- **Dorothy O'Rourke**, FoLR Board Member, local Fairfax Historian, **Legislative Lobbyist recorded notes from some of the legislators.**

B) Resident Curatorship Information Handouts -

- **VIRGINIA Delegate Tom Rust, 86th District committee speech.**
- **2011 Resident Curator Program Bill: HB 1963.**
- **Legislative Talking Points.**
- **Legislative Notes.**
- **Ted McCord handout on his present Fairfax County resident mansion responsibilities and cost analysis.**
- **Press Release by Mark Knowles and Jenee Lindner.**

From: Jenée Lindner [mailto:jblindner@verizon.net]
Sent: Friday, July 25, 2014 2:10 PM
To:
Cc: Pedersen, Judith
Subject: Part #2B Virginia Resident Curatorship Program moving forward
Attachment: VIRGINIA RESIDENT CURATOR HANDOUTS AND DELEGATE RUST SPEECH.part 2b.pdf

NOTE: Some of you did not receive the #2 e-mail. I broke it up into two files. Hopefully that will make it work. Best, Jenee

Part 2B of 4: VIRGINIA RESIDENT CURATORSHIP PROGRAM STEP BY STEP SYNOPSIS

2. Spring 2011 (**WHAT** IT MEANS):

A) Virginia Association of Museums (VAM) Conference speakers -

- **Win Meiselman**, President of **Friends of Laura Ratcliffe (FoLR)** at Merrybrook **in Herndon, VA.**
- **Dr. M. Catherine Slusser**, Deputy Director, **Department of Historic Resources** and, later, same speech as keynote speaker at **Preservation Virginia** Annual Conference.
- **Theodore McCord**, George Mason University history professor, **Mount Gilead Estate, Centreville, Fairfax County, only curator resident**.
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- **Legislative Talking Points.**
- **Legislative Notes.**
- **Ted McCord handout on his present Fairfax County resident mansion responsibilities and cost analysis.**
- **Press Release by Mark Knowles and Jenee Lindner.**

GREAT FALLS
CITIZENS ASSOCIATION

August 6, 2014

Ms. Cindy Walsh
Director, Resource Management Division
Fairfax County Park Authority, Suite 927
12055 Government Center Pkwy.
Fairfax, Virginia 22035-1118

Dear Ms. Walsh:

We are pleased to submit comments to the Fairfax County Park Authority on the *Resident Curator Program Study* draft report by John Milner Associates (June 2014). We established a working group of residents from the Great Falls Citizens Association and the Great Falls Historical Society to develop comments on the study; those detailed comments are in the attached memorandum.

We would like to highlight our strong support for a Fairfax County resident curatorship program that will have as its highest priority the historic preservation and adaptive reuse of local historic buildings now owned by the county. We believe identifying potential curators for high-visibility County properties should be a high priority for the Board of Supervisors and FCPA.

We believe the program outlined in the draft report can be improved significantly, however, as discussed in our attached, detailed memo. Most importantly, we believe the criteria for property selection should be re-evaluated. We suggest the addition of two other ranking criteria for candidate properties: assessments of the consequences of delay in rehabilitation and of the prominence of a structure in the county. Inclusion of these elements in the candidate assessments will ensure that the curatorship program has sustained support in communities throughout the county.

As you know, Great Falls residents strongly support the refurbishment of the historic Turner Farmhouse through this program. Using the criteria already established, the Turner Farmhouse should be acknowledged for its design and for the materials that will be preserved by a resident curatorship. Action to restore this local historical property cannot come soon enough. To that end, we suggest the county initiate a pilot project for the new curator regulations and recommend the Turner Farmhouse be first considered. This would not only lead to a restored historic property, but it would also serve as a test case to demonstrate how the county might most effectively implement its curatorship program.

We would be happy to discuss our attached recommendations in more detail and encourage FCPA to hold a public comment session in September before finalizing this very important new program.

Sincerely,

Eric Knudsen
President
Great Falls Citizens Association

Kathleen Murphy
President
Great Falls Historical Society

M E M O R A N D U M

TO: Cindy Walsh, Fairfax County Park Authority

FROM: Great Falls Citizens Association and Great Falls Historical Society

RE: Comments on Resident Curator Program Study

DATE: August 6, 2014

CC: Supervisor John Foust

A working group of Great Falls residents representing the Great Falls Citizens Association (GFCA) and the Great Falls Historical Society (GFHS) reviewed and discussed Fairfax County's proposed Resident Curator Program Study (RCPS). This memo summarizes our comments on the proposed program as presented in draft form by John Milner Associates, dated June 2014.

We commend Fairfax County for initiating this effort, made possible by enabling legislation enacted by a Commonwealth of Virginia statute in 2011. Great Falls residents are very interested in seeing a Resident Curatorship Program established that will effectively lead to the refurbishment of several County properties in our area which are badly deteriorating and need immediate attention. It is our hope the Fairfax County Resident Curatorship Program will reverse the decline of these properties -- especially the historic Turner Farmhouse, which sits on busy Georgetown Pike.

In the spirit of transparency called for in the RCPS and in the interest of gaining further public support, we encourage the County to hold a public hearing on this program proposal and not leave it just to summertime comments to get it right. FCPA held two very informative sessions a year ago, attended by many people from Great Falls, when the consultants were just getting started. Now that they will report a final plan, a similar public meeting in the fall is in order. Others in communities across the County may have good comments that will strengthen the program, but in most cases, there will be no chance for such beneficial public input with the current timetable. Public support and input is vital to launching and sustaining the program.

At the outset, it is clear a successful program needs to have a flexible framework within which the administrators and program managers are to operate. Selection of the proper curator is a key essential element. The curatorship program, intended to preserve properties of historical significance, should give priority to those whose condition need immediate assistance. Support, interest and involvement of the local community should also be a paramount factor in selecting the initial properties.

Our comments are organized to follow the RCPS structure and suggestions are cross-referenced to the draft report. However, due to the very short time to review the draft report, the comments are not comprehensive on all issues in the draft.

CANDIDATE PROPERTIES (p.65)

We support the threshold of a minimum investment of $150,000 for properties, but believe in this high-cost, urban area, the costs for rehabilitation may be much higher.

We recommend the addition of two other ranking criteria: (1) consequences of delay and (2) prominence of structures. The current recommended ranking gives a higher priority to properties in average and fair condition. As an example, a stone structure in poor shape may be more durable and stable than a similar wooden-frame structure. The County should consider that failure to find an investor for the frame structure may lead to its demise. There should be more urgency in the program to rescue properties in danger of collapse or further deterioration, such as structures with exposed wood. Similarly, we all stand to benefit from rehabilitation of properties on major roadways, contrasted with those that may be on little-traveled roads. When a property on a major roadway deteriorates, the image of a community as a good place to live and work is undermined. We recommend that these new considerations be included with the other factors.

The assignment of a value of 14 to the Turner Farmhouse raised questions with our working group. The categories of “Design” and “Materials” were not credited for the Turner Farmhouse in the table on page 74. Our working group has reviewed the *Turner Farmhouse Preliminary Historic Structure Report* prepared in 2011 by Shaffer, Wilson, Sarver & Gray PC. The very first sentence in the Executive

Summary of that document states that the "Turner Farmhouse is significant due to its Queen Anne style architecture…"In Deborah Cannan's *Land Above the Falls*, she describes the exterior of the house: "the large house has a complex, irregular roof form, decorative wooden spindlework and half-timbering, and a unique round spindle opening on the projecting second floor. …The wooden trim was ordered either from a local mill, or, more likely, from a commercial mill specializing in architectural details." In addition, the materials still in the house are described in the Shaffer, Wilson report including descriptions of newel posts which are typical for late Victorian houses, interior spindlework that mimics the porch frieze, an original bathtub and mirrored medicine cabinet as well as original clay doorknobs, and doors that "have delicate incised decorative detailing with a single large pane of glass in the upper section of the door."

We are also familiar with some of the investments the Turner family put into the house in the past decade, including authentic southern cypress siding on the exterior, a new basement, heating system, insulation and roof.

We recommend placing an "x" under both "Design" and "Materials," thus assigning a value of 16 to the Turner Farmhouse.

Adding our two additional criteria, there is a strong basis for selecting the Turner Farmhouse as the Resident Curatorship Program's initial test case.

PROCEDURAL MANUAL (p.75)

We concur that Fairfax County should provide dedicated funding for this program, with the major goal of historic preservation of County-owned assets. The RCPS references anticipated "financial benefits associated with the development of a RC program," but we do not believe that should be a major reason to initiate this program. Rather, the Board of Supervisors (BOS) should commit to a well-constructed historic preservation program as the highest priority for RCPS, not revenue generation or County spending decreases. From our perspective, all other factors besides the competent and enduring preservation of historic assets should be secondary.

Program Administration. (p. 78) We understand the rationale for recommending that the Fairfax County Park Authority (FCPA) be tasked with program administration, since it the owner of most of the buildings that are possible

candidates for curatorships. However we have some reservations about this selection. FCPA is primarily focused on managing outdoor recreational facilities around the county, but has an inconsistent record when it comes to managing historic buildings. On one hand, the local Colvin Run Mill has been restored and is widely respected for the preservation of the mill's operations, but on the other hand, the Great Falls Grange has received little FCPA attention and investment (until this year's ADA-related investments, which cannot be used for other overdue improvements and maintenance to that 1929 structure). If the FCPA is to be chosen as Curatorship Program Administrator, we ask that the BOS ensure the mission of that organization includes a strong historic preservation mandate beyond what it is today.

Given how the County budget works and revenue is generated, it is important that safeguards be put in place to protect funds allocated to the Resident Curatorship Program - a program that depends on the sustained and continuing commitment of the Board of Supervisors to succeed.

The RCPS calls for administration by a program manager, supplemented by a program team. We recommend the management of the curatorship program be kept lean and focused. To that end, many in the working group believe the County should not hire more than a single individual to staff the curatorship program. We believe one essential skill needed for the program manager should be a track record of good communications –- combined with strong analytical skills including knowledge of history, finance, project coordination and historical restoration as so many different groups, both inside and outside of County government will be essential to the success of this program. (p.80) In this regard, we recommend the County review the experience of other states with an eye to picking the type of manager who has shown in those locations how to administer an outreach curator program.

The program team will play a key role in the development of the curatorship program (p. 79). We applaud the recommendation it be composed of more than County employees. In particular, we call for the inclusion of citizens who can apply their local knowledge and historic preservation competence. While the structures now may be owned by the County, the buildings were at one time privately-owned structures with deep roots and connections with residents of their respective local communities. Local engagement of citizens in communities

where properties are located should be a required part of the project team. While citizens are mentioned on page 79, little more is said about citizens on the program team. We suggest the County give thought to how this might be accomplished beyond the limited scope given it by the consultants.

It should be noted that there are many local historical societies throughout the County composed of people knowledgeable about local history, dedicated to preserving local culture, and steeped in historic preservation experiences. These are assets available to the County as a partner in exploring candidate properties, evaluating alternative curatorship concepts, and selecting the optimum resident curator. Drawing from this expertise would be an asset to the project team.

RCPS suggests the County "may decide to complete upgrades that would otherwise cause the property to be prohibitive, such as hazardous material abatement…" (p. 83). Other jurisdictions have decided such things as HAZMAT evaluation and removal by the governing authority might make the property more attractive to possible curator candidates. If the governing authority resolved or at least analyzed the utilities that would serve the property in question, then the property might be more attractive to potential curators who have not undertaken similar restorations.

We agree that more County involvement and responsibility in presenting a baseline property to the public for bid would be important. We see that the County offer to provide essential infrastructural upgrades would be a significant incentive to encourage offers by potential curators. Other curatorships around the country include a commitment to such upgrades. Incentivizing a large pool of potential curators will benefit the County, potentially resulting in higher quality curators being attracted with better project economics.

<u>SELECTION OF CURATORS</u> (p. 94)

We agree that finding the right curators will determine the success of the program. Defining the nature of the "sweat equity" the investor will put into the program will be important and it will be different for different applicants. We believe candidates should not be encouraged or allowed to try to take on tasks under "sweat equity" that are above their skill level or may significantly delay the renovation or diminish the historical integrity of the building.

We recommend the County issue program guidelines that acknowledge that curators may differ, depending on residential, commercial and/or nonprofit use. Fairfax is a rapidly urbanizing County. Many of the curatorships in other states are in rural areas or state parks, far from population centers. The Fairfax County Resident Curatorship may face different challenges as properties may have a broader set of adaptive reuse possibilities in a more urban setting than being simply a residence. We hope that the diversity of projects and curators will come to be a hallmark of the Fairfax County program.

We discussed the characteristics of good curator and found the list on page 94 to be thorough. However, we believe a curator who will hire someone else to handle some of the project requirements is acceptable – and even to be encouraged. An investor who understands federal, state and local historic preservation standards may be a good choice, but the County should not allow a slow restoration because the curator is not a good plumber or electrician or has no renovation experience. It is certainly acceptable for the curator to have a managing contractor to coordinate the restoration. Similarly, financial management is a key trait. Solid financial planning, business acumen, sufficient financial resources and financial controls are crucial. The last thing the County or the community wants is to select a curator who can't meet and manage the financial demands of a property restoration, resulting in an eviction and the start of a whole new curator selection process, and possible damage to the historical integrity of the property.

In reviewing curator candidates (p.95), the program team needs to drill down on these traits, asking for specific examples of how the candidate has managed historic preservation through his/her own skills or how they have managed and financed outside contractors.

If a nonprofit organization is a candidate for curator, the County should consider an alternative set of metrics for determining the financial acceptability, laid out on page 95. A nonprofit organization may have a limited source of annual income, but might be in a position to raise substantial financial resources in a community for a once-in-a-lifetime restoration. The consultants' report does not reflect this option and we urge the County to include guidelines and standards to encourage participation by nonprofits.

WORK PLAN (p. 97)

We encourage a work plan that establishes standards that will result in true historic preservation within the context of flexible, adaptive reuse. The goal of the enabling legislation was preservation and reuse by private entities so as to reduce the cost to the taxpayer. If the Secretary of the Interior requirements imposed are too stringent and costly, a resident curator will not be found; if they are too loosely applied, adequate preservation will not occur.

A major goal should be to refurbish a building with minimal alteration of its unique interior features that show how people lived and worked at the time the building was erected. This can probably only be done on a case-by-case basis, as each work plan is reviewed and approved. For example, a period claw foot bathtub will better represent a house built in the 1920s than a Jacuzzi. Curators may want to add the Jacuzzi, but the administrator should weigh how that will diminish the overall value of the restoration. Yet the door should be open to innovative uses in line with the building's original use. For example, when Dranesville Tavern was restored nearly 40 years ago, there was much talk by local officials and historians that it would become once again a working tavern. This promising development did not materialize, however, because the County staff would not allow a potential tenant to construct a kitchen on the facility, clearly essential for a modern tavern.

What consideration will be given to hiring local contractors? While keeping on budget is an important factor for a curator, this is not a private property, but a community asset. All things being equal, we think curators should be asked to entertain bids from local architects and contractors. If a local firm can do the job for the right price, Fairfax County will benefit if they are selected over out-of-state companies. In cases where the restoration challenges require, the Virginia Department of Historic Resources has a referral list of contractors trained in specific restoration techniques.

LEASING AGREEMENT (p. 99)

We discussed a number of leasing issues that could be important to the outcome of the curatorships. We strongly agree a buyout clause is necessary in case a curator does not perform up to the agreements. We believe that subletting would not advance the purposes of the program or ensure proper safeguards.

The length of the lease for a property should be made on a case-by-case basis and used as another incentive to attract qualified curators. For example, an investor willing to invest a million dollars in a property and is otherwise qualified, may be given a longer lease than someone investing the minimum. Such flexibility may result in the attraction of greater financial resources. The RCPS discussion of the Massachusetts program shows the value of this approach. It seems intuitively obvious that someone should not be given a lifetime lease if they only invest $150,000 in a property that could lease for $5,000 in the market, I.e. its fair market value (FMV).

Perhaps the RCPS could adopt a rough formula so money invested would relate to the length of lease offered as offset by the FMV of the possible lease on a structure. As an example, if someone invested $1,000,000 into a property where the FMV of the lease is $5,000/mo. then the direct payback is about 17 years. [$1m/$5,000=200 mo./ 12 mo./yr.= 16.7 yrs.]. A 17 year lease is not much of an incentive for a curator because there is time invested and the "cost of money" so perhaps there should be a multiplying factor. In this case, if the multiplier was 1.5 then an initial lease of 25 years [16.67 x 1.5 = 24.9 yrs.] would be offered. This is "getting down in the weeds" but we believe the FCPA and the curator need to have a deal that is fair for all parties and there should be some logical basis that governs all lease negotiations.

Bonding should be considered, as discussed on p. 59. It shows commitment to the project by a contractor. Fairfax County requires bonds be posted for almost all work done for it or on public property so we think bonding a job to insure completion should at least be considered. We feel a potential curator that can offer a completion bond should be looked on more favorably than one that cannot provide a bond.

The County can also about learn about leasing incentives from North Carolina, where the state has recognized federal tax incentives kick in if a property is leased for 27.5 years. Judicious leveraging of such a leasing incentive could benefit the Fairfax curatorship in some instances.

If there is a shorter lease and it is subject to renewal, we believe a good curator should be given right of first refusal rather than opening another RFP. This is an additional incentive for a curator to meet the ongoing requirements in the lease.

<u>ISSUES TO BE RESOLVED</u> (p. 103)

- Taxes. An incentive for participation in this program will be the absence of property tax payments. We agree with the RCPS that inclusion of such taxes in the curator program would be a deterrent.
- Occupancy permit. As recommended, there should be a requirement that the structure be habitable when it is offered. We understand the County has criteria in place for minimum living or working conditions before anyone is allowed to occupy a structure and we feel these should not be waived in this instance. This way the curator will be encouraged to get the work done in a timely fashion so they can actually move in or utilize the structure in the way they intend in the work plan.
- Lease length. Our recommendations are discussed earlier in this memo.
- Commercial function. We agree with the recommendation and realize that in a few instances, there may need to be a zoning change to allow a commercial function, such as a bed & breakfast establishment. Timely cooperation and treatment by the County will be important.
- Accessible upgrades. Historic property standards should apply so that the property is not compromised. We believe that to restore some structures [like the Turner Farmhouse] and make them ADA compliant so the public can visit two times a year may not be practical. We don't see how one could get wheelchair accessibility to the second floor or basement of these historic buildings without extraordinary cost and destruction of structural aesthetics. ADA-compliance standards for public access a several times a year are cost that could be borne by the County, as one of the incentives mentioned earlier to draw a wider net of curator candidates.
- Marketing. Our working group believes local properties should be marketed by the County in conjunction with local community organizations. Where there is a strong community involvement in the project, there may be a stronger response and a wider pool of curator candidates. The County should not view this as something it is doing for the community; but something it is doing with the community.

From: ROBERT Beach [mailto:r.beach@rebarchitects.com]
Sent: Thursday, August 07, 2014 11:59 AM
To: Parkmail
Subject: Resident Curator Program Study ~ 90% complete Review Comments

To Whom it May Concern:

The 90% complete Resident Curator Program Study Draft open for public comment is a fantastic document and JMA offers a lot in their study. Understanding that the document is not yet complete there will be some additional work required. One area in particular is the role of the Fairfax County History Commission liaison to the RC Program Team as noted in Article 11.2. The History Commission should probably have an active role in establishing the potential properties eligible for inclusion in the program, assist with the development and review of the work plan for rehabilitating the historic structures to "*The Standards*", educating the general public about the benefits of the program and assisting the curators in holding and promoting events when the historic structures are open to the public. These are just a few items that the History Commission can lend its talents to the program.

If you need help defining the role of the History Commission Representative please let me know as I can assist you in this area.

Respectfully Submitted,
Fairfax County History Commission RCP Committee Chair,
Architect –at—large

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