



JANICE HOLLMANN GRANT PROGRAM FOR LAND TRUSTS

Application Form and Agreement

Deadline for Applications – March 14, 2016

Name of Land Trust(s) Burkittsville Preservation Association, Inc.

This application is a joint application. YES / NO

We request a grant from the Maryland Environmental Trust's Janice Hollmann Administrative Grant Fund ("Grant") for the expenses below. We understand that delivery of this Grant is made subject to Maryland Environmental Trust (MET) Board of Trustees approval and MET's signature on the incorporated Grant Agreement, which shall thereafter establish an agreement between MET and the Land Trust ("Agreement").

We confirm a 100% match with (please indicate matching source(s)):

Funds that are on-hand

Funds that are anticipated

Volunteer hours

We confirm that the organization(s):

- is a "qualified organization" as defined under Section 170(h)(3) of the Internal Revenue Code;
- is recognized by MET with an executed Cooperative Agreement, dated on or after November 1, 2010;
- is in compliance with any legal agreements with MET;
- has approved the application by governing body or person; YES / NO
- has not received more than three consecutive years of funding from the Grant. YES / NO

If funded, this project will help the organization(s) achieve:

- Stated goal or business plan objective YES / NO

Detail goal or objective

The mission of the Burkittsville Preservation Association, Inc. (BPA) is to protect the open spaces around Burkittsville with specific attention to the area contained in the Crampton's Gap Historic District. The BPA solicits the protection of open space and agricultural land in the lower Middletown Valley and the scenic view shed of the Valley associated with South Mountain and the Crampton's Gap Historic District. The specific goals and objectives are:

1. Goal: Preserve the open space and townscape of Burkittsville.

Objective: Encourage land owners to participate in the land preservation programs, easement development and donations (MET). BPA as a resource for easement information with articles and pamphlets.

Objective: Target and approach small lot owners for easement and land donations that are subject to attract in-fill development (MET).

Objective: Work with other land preservation programs to target farms that impact the Burkittsville townscape.

2. Goal: Preserve the vista around and leading to the Crampton's Gap

Objective: Monitor easement compliance specifically in the Crampton's Gap Historic District and the Rural Legacy area around Crampton's Gap.

Objective: Monitor obstructive and incompatible land use in the Crampton's Gap Historic District and the Rural Legacy boundary in western Frederick County, i.e. cell towers and transfer stations.

Objective: Defend the land preservation goals before the County Council and the Planning and Zoning Board of Frederick County.

3. Goal: Preserve the architecture and facade of historic builds

Objective: Identify and document the historic structures in Burkittsville as well as the occupants of the 18th and 19th Century. Create a Burkittsville building inventory.

Objective: Identify building façade changes and additions to original buildings.

Objective: Work with property owners to encourage preservation repairs and remodeling.

Objectives: Work with property owners to help identify and work with preservation contractors who will work with the Secretary of the Interior, preservation standards.

Objectives: Encourage facade easement with MHT

4. Goal: Develop interpretive programs that tell the story of Burkittsville and its cultural history.

Objective: Develop the Hamilton Willard Shafer Farm (Shafer farm) and the accompanying five acre site into an interpretive center for the "Battle of Crampton's Gap", Burkittsville During the Civil War", and "19th Century Farm Museum"

Objective: Develop guided tour of some significant properties in Burkittsville and the role they played during the Civil War. BPA will work with historic groups and businesses to accommodate tourist interests.

Objective: Promote the vistas, open spaces, farm land, and the cultural value in the land preservation in the valley

- Implementation of Land Trust Standard or Practice guideline YES / NO

Detail guideline

Adopted by the Board of Directors for
Burkittsville Preservation Association, Inc.

Land Trust Alliance
Standards and Practice Guidelines 2004

New Standards and Practices Guidelines (2016) Revised not Published

- Advancement towards accreditation with the Land Trust Accreditation Commission YES / NO

Detail indicator

As new land trust, the BPA will seek accreditation.

We enclose a list of Board Officers/ Members of the organization(s)

We enclose a current budget for the land trust(s)

We enclose an annual report for the land trust(s), if available

Please declare

- Are any Officers, Board Members or Area Representatives of your organization(s), or close family members, employees of the State of Maryland, or affiliated with any State Agency? YES / NO
- Are any Officers, Board Members or Area Representatives of your organization(s) also members of the MET Board of Trustees? YES / NO

Has your land trust previously received Janice Hollmann grants YES / NO
If yes, please refer to the Guidelines for Applicant document for additional instructions under INFORMATION REQUIRED FROM PREVIOUS RECIPIENTS.

Grant Request

The total amount requested is: \$5,000

Does any item total 50% or more of the total amount requested: YES / NO
 If yes, provide cost evidence with this application.

Grant Agreement

- 1) Said monies will be used for the direct targeting, solicitation, processing and stewardship of donated conservation easements and other expenses as requested under Grant Fund Request and approved below. No funds shall be used for expenses incurred in the acquisition of purchased easements. **Any substantial changes in the expenses will require prior approval by MET.** (“Substantial” is defined as greater than twenty percent or any new expenses not approved.)
- 2) A final report on this project will be furnished to MET by **May 1** of MET’s fiscal year following the date of this Agreement. The final report shall include 1) an itemized accounting of expenditures, including matching funds as well as invoices, purchases orders or receipts to document grant or matching funds; and 2) list of dates of outreach meetings and number of attendees 3) The Land Trust will also provide MET with material showing achievements funded by the Grant for publicity use.
- 3) All materials purchased with this Grant will be the property of the Land Trust, unless said Land Trust dissolves within three years of the date of this Agreement at which time any equipment purchased will become the property of MET;

- 4) The Land Trust agrees to indemnify, hold harmless and defend the State of Maryland and all of its representatives from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any action taken as a result of this Grant, either by the Land Trust or its employees, agents, representatives or contractors. This responsibility is not to be deemed as a waiver of any immunity that may exist in any action against the State or its agencies.
- 5) The Land Trust will not discriminate in any manner against an employee or applicant for employment for work because of any characteristic forbidden as a basis for discrimination by applicable laws.
- 6) If the Land Trust defaults in any manner in its obligations under this Agreement, MET shall be entitled, in its sole discretion, to exercise any one or more of the following remedies: (a) exercise any and all rights to seek any and all remedies to which it is entitled at law or in equity, and (b) terminate this Agreement, and (c) promptly receive a full refund of any Grant moneys expended hereunder with interest.
- 7) The Land Trust has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Grant, and it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Grant.
- 8) This Agreement represents the complete understanding between the parties hereto and supersedes all prior negotiations, representations, statements, or agreements.
- 9) Neither this Agreement nor the funds granted hereunder may be assigned by the Land Trust without the prior written consent of MET.
- 10) This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.
- 11) This Agreement shall be given effect and construed by application of Maryland law, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.
- 12) Acknowledgement of support from MET and State Highway Administration will be included in the Land Trust's public communications about the project.

Signed in confirmation of, and Agreement to, the above:

On behalf of: Burkittsville Preservation Association, Inc.
(Name of Land Trust)

By: _____
(Signature of Executive Director/President)

Name: Paul Gilligan

Title: President/CEO

Date: March 14, 2014

Address: Street: 2 W. Main Street, PO Box 243

City: Burkittsville

State: MD

Zip: 21718

Total Grant approved: \$ _____

1. Easement Activities:

Item A is approved / denied / funded at \$ _____

Item B is approved / denied / funded at \$ _____

Item C is approved / denied / funded at \$ _____

Item D is approved / denied / funded at \$ _____

Additional Items \$ _____

2. Support Activities:

Item E is approved / denied / funded at \$ _____

Item F is approved / denied / funded at \$ _____

Item G is approved / denied / funded at \$ _____

Item H is approved / denied / funded at \$ _____

Item I is approved / denied / funded at \$ _____

Item J is approved / denied / funded at \$ _____

Item K is approved / denied / funded at \$ _____

Item L is approved / denied / funded at \$ _____

Item M is approved / denied / funded at \$ _____

Additional Items \$ _____

Grant Period July 1, 2016 to May 1, 2017

Signed in confirmation of, and Agreement to, the above:

Maryland Environmental Trust

By: _____
William H. Leahy
Director

Date: _____

PART 1 Easement and Stewardship Activities and Expenses

Easement Activities and Expenses requested

\$3,500

Direct targeting, solicitation, processing and stewardship of donated conservation easements:

A. Amount of request: \$1,000

Description: Web-site Development, The site is used for the solicitation and as means to initiate contact for donor information.

Amount and source of matching funds: \$1,000 In-Kind match for program and web-site development

B. Amount of request: \$ 500

Description: Property appraisal and recordation of deed of easement.

Amount and source of matching funds: \$500 for management of the process and review of documents

C. Amount of request: \$2,000

Description: Settlement cost for the Shafer farm property. A donor is offering a 5 acre parcel with a house and barn of historic property located near Burkittsville. The property is included in the Crampton's Gap Historic District and is contiguous with several existing easements acquired through Rural Legacy and MALPH.

Amount and source of matching funds: \$2,000 Matched funds are expected to be raised from the donor of the property.

D. Amount of request:

Description:

Amount and source of matching funds:

List additional items and expenses separately.

PART 2 Support Activities, Operating and Development and Expenses

Support Activities and Expenses Requested

(Not to exceed 30% of the total Grant Fund Request)

Technical training for staff or volunteers:

E. Amount of request: \$900

Description: Computer hardware and Software to set-up and host a web-site. The site will allow those interested in preservation of the area through its' history to have an on-line contact point. The equipment supporting the site is used to link to MET or County land preservation officer.

Amount and source of matching funds: \$900 Donation funding source.

F. Amount of request: \$325

Description: Connectivity hardware and Supplies: Wireless Router, Modem, Printer, Web Camera, Paper, The equipment and supplies are to set up the Web-site for solicitation and contact with potential donors in the Burkittsville area and significant historic and agricultural area in the Middletown Valley near the Crampton's Gap Historic District.

Amount and source of matching funds: \$325 Private solicitation of funds.

G. Amount of request: \$275

Description: Land Trust Alliance membership, public education material, training material for land trust volunteers.

Amount and source of matching funds: \$275 Private solicitation of funds

Technology costs for GIS software and connectivity costs:

H. Amount of request:

Description:

Amount and source of matching funds:

I. Amount of request:

Description:

Amount and source of matching funds:

J. Amount of request:

Description:

Amount and source of matching funds:

Land Trust operating and organizational development expenses

K. Amount of request:

Description:

Amount and source of matching funds:

L. Amount of request:

Description:

Amount and source of matching funds:

M. Amount of request:

Description:

Amount and source of matching funds:

List additional items and expenses separately.