



NEW BEDFORD COMMUNITY PRESERVATION COMMITTEE

STEP II

COMMUNITY PRESERVATION ACT PROJECT APPLICATION FY24

Project Application Deadline:

NOVEMBER 17, 2023 by NOON

No late submissions will be accepted.

Applicants must submit this application no later than Noon on Friday, November 17, 2023. *Please review the entire application packet before completing the application.*

Applications will not be accepted--regardless of project eligibility--unless the STEP I Project Eligibility Determination Form was submitted and approved by the Community Preservation Committee.

COMMUNITY PRESERVATION COMMITTEE
Department of City Planning
City Hall Room 303 | 133 William Street
(508)979-1488 cpa@newbedford-ma.gov

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CITY OF NEW BEDFORD
**COMMUNITY PRESERVATION ACT FY24
PROJECT APPLICATION**

PROJECT INFORMATION – Please complete all questions

PROJECT TITLE	Securing History	WARD	4
PROJECT LOCATION	396 County Street, New Bedford, MA 02740		
LEGAL PROPERTY OWNER OF RECORD	Rotch-Jones-Duff House and Garden Museum, Inc.		
CPA PROGRAM CATEGORY (Select relevant categories for your project)	<input type="checkbox"/> OPEN SPACE	<input checked="" type="checkbox"/> HISTORIC RESOURCE	
	<input type="checkbox"/> RECREATION	<input type="checkbox"/> HOUSING	
ESTIMATED START DATE	June 2024	ESTIMATED COMPLETION DATE	September 2024
ONE SENTENCE DESCRIPTION OF PROJECT	CPA funds will be used to purchase and install a new security and fire alarm system.		

APPLICANT INFORMATION

APPLICANT ORGANIZATION NAME	Rotch-Jones-Duff House & Garden Museum		
APPLICANT IS (Check only one)	<input type="checkbox"/> CITY DEPARTMENT	<input checked="" type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
CO-APPLICANT ORGANIZATION NAME (If applicable)	N/A		
CO-APPLICANT IS (Check only one)	<input type="checkbox"/> CITY DEPARTMENT	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
PROJECT CONTACT PERSON	Dawn E. Salerno		
MAILING ADDRESS	396 County Street, New Bedford, MA 02740		
TELEPHONE NUMBER	508-997-1401	EMAIL:	DSalerno@rjdmuseum.org

BUDGET SUMMARY

CPA FUNDING REQUEST (must match CPA request-line 1 of Project Budget on page 8)	\$23,500
TOTAL BUDGET FOR PROJECT	\$48,300

SIGNATURES

I/we attest that all information provided in this entire submission is true and correct to the best of my/our knowledge and that no information has been excluded which might reasonably affect funding. I/we authorize the Community Preservation Committee and/or the City of New Bedford to obtain verification from any source provided. I/we acknowledge and agree that a permanent restriction may be placed on the property as a condition of funding.

APPLICANT NAME (printed) Dawn E. Salerno	SIGNATURE	DATE: 11/12/23
CO-APPLICANT NAME (printed)	SIGNATURE	DATE:

Submission Checklist

The following items should be organized on your submitted flash drive in folders named for each applicable section below (e.g., Application, Financial, etc.). Please check off each item on this list if it is included in your submission packet. **Note: not all items will apply to each project.**

APPLICATION	
<input checked="" type="checkbox"/>	Application Information (page 1)
<input checked="" type="checkbox"/>	Submission Checklist (this page)
<input checked="" type="checkbox"/>	Narrative/Project Management/Category Specific Section/Financial (pages 3-7)
<input checked="" type="checkbox"/>	Project Schedule – Project Budget – Funding Sources Summary (page 8)
<input checked="" type="checkbox"/>	Construction Budget Summary – to be complete for construction projects ONLY (page 9)
<input checked="" type="checkbox"/>	Certificate of Vote of Corporation and Tax Compliance Certification (page 10) must be completed by both applicant and co-applicant. Form must be completed by authorized board member. *Certificate of Vote named person must be different person from signer of the certificate.
FINANCIAL	
<input checked="" type="checkbox"/>	1 written quote from a contractor and 1 cost estimate from an architect OR 2 written quotes from a contractor (Quotes must be submitted with application – late submissions will not be accepted)
<input type="checkbox"/>	Proof of secured funding (commitment letters or bank statements), if applicable. Please redact account numbers and any sensitive information.
OWNERSHIP/OPERATION (NON-CITY)	
<input type="checkbox"/>	If the applicant is not the owner, attach documentation of site control or written consent of owner to undertake the project. <i>Applications will not be reviewed without this documentation.</i>
<input checked="" type="checkbox"/>	Certificate of Good Standing (if operating as a corporation)
<input checked="" type="checkbox"/>	501(c)(3) certification (if operating as a non-profit)
<input checked="" type="checkbox"/>	Purchase & Sale agreement or copy of current recorded deed, if applicable.
COMMUNITY SUPPORT	
<input checked="" type="checkbox"/>	Letters of support from residents, community groups, city departments, boards or commissions, etc.
PLANS & REPORTS	
<i>The following plans and reports, if available, will strength your application. Submit in digital format only.</i>	
<input checked="" type="checkbox"/>	Renderings, site plans, engineering plans, design/bidding plans, specifications, and any MAAB variance requests.
<input checked="" type="checkbox"/>	Applicable reports (21E, Historic Structure Report, appraisals, survey plan, feasibility studies, etc.)
VISUAL	
<input checked="" type="checkbox"/>	Map of the property location (if applicable, show wetlands and wetland buffers, flood plain, water bodies, parks, open spaces, rails, and other features pertinent to the project). Applicants may use the City's interactive mapping website.
<input checked="" type="checkbox"/>	Photos of the project site (not more than four views per site) Digital copies <u>only</u> .
<input type="checkbox"/>	Catalog cuts (i.e. recreation equipment) if applicable.
FOR HISTORIC RESOURCE PROJECTS ONLY	
<input checked="" type="checkbox"/>	Documentation stating the project is listed on the State Register of Historic Places or a written determination from the New Bedford Historical Commission that the resource is significant in the history, archeology, architecture, or culture of New Bedford.
<input checked="" type="checkbox"/>	Photos documenting the condition of the property. Digital copies <u>only</u> .
<input type="checkbox"/>	Report or condition assessment by a qualified professional describing the current condition of the property, if available.
<input checked="" type="checkbox"/>	I/We have read the <i>U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and understand that planning for and execution of this project must meet these standards.

PROJECT NARRATIVE

1 GENERAL NARRATIVE (1000 Character Maximum)

- Describe the project's location, the property involved and its proposed use.
- Describe the proposed scope of work.

The project's location is the one-acre plot at 396 County Street, New Bedford. With a house designed by Richard Upjohn in 1834, the property is a National Historic Landmark and registered at the Massachusetts Historic Preservation Office, National Register of Historic Places. As a museum, the property is host to public exhibitions and programs, tours, special events, and private use by groups and individuals. Our public programming also includes virtual lectures and panel discussions. Recently, there's been increasing interest in the site from individuals making movies and television shows. The scope of work includes a complete replacement of the alarm system in the historic mansion, including hardware and installation. The hardware is comprised of a new panel, cameras, motion detectors, door contacts, panic buttons, CO2 and smoke detectors. This project is nested within our overall plan for collections care and building preservation. It focuses on our highest priorities for 2024 and 2025.

2 COMMUNITY NEED (1000 Character Maximum)

- What community need(s) listed in the FY24 CPA Plan will this project address? How does the project benefit the public and what populations(s) will it serve? If it serves a population currently underserved, please describe.
- How does the project preserve and enhance the character of New Bedford?

The Museum saw over 7,000 visitors last year. We are a resource to community partners and New Bedford area residents. We are open for general visitation, group tours, events, education programs and school field trips. The gardens are free to visit and over 75% of our educational programming is provided free, lowering barriers for participation. We also participate in several free museum admission programs. We host many meetings and events for other local non-profits. We host over 25 private events annually and many of these clients are local families. We have partnerships with PACE and the NB Free Public Library to run free family classes. While we do not collect demographic data on our visitors, we've witnessed a variety of ages at our site, from toddlers to elders. The Buy Black market on Juneteenth weekend attracts hundreds of people, mostly of color. Our space is used by local families, dog-walkers, the residents of nearby transitional and "sober" houses, staffs from local businesses, garden aficionados, tourists, and so many others. The grounds have been explored by thousands of people looking to socialize, learn, exercise, play, hold business meetings, or relax.

3 GOALS & OBJECTIVES (1000 Character Maximum)

- Describe the project's goals and objectives. The objectives must be specific, measurable, achievable and realistic.
- How does the project meet the general and category-specific priorities outlined in the Community Preservation Plan or other current relevant planning documents?

To secure the historic structure and collections, and protect visitors and staff at the Museum, the RJD proposes a two-part project: storm windows and a new alarm system. CPA funds are requested for the latter of the two. An entirely new alarm system is the only option due to the obsolescence of the current system. It will replace smoke alarms, add CO2 detection, add cameras and motion surveillance, and provide a moveable panic button for weekend staff who are often in the building alone. New systems have less-sensitive motion detectors, eliminating the chance of a false alarm. The project budget is based on a recent quote from our current security vendor, Associated Alarm. We have also secured quotes from two additional alarm vendors who were referred by fellow New Bedford museums. All three are regional vendors. We aim to implement this work in 2024. The addition of storm windows and an updated alarm system will ensure the safety of our historic resources and those who visit the property to enjoy them. The property is a National Historic Landmark and an irreplaceable part of New Bedford's historic landscape.

4 MEASURING SUCCESS (1000 Character Maximum)

- *How will the success of this project be measured?*

Success will be measured in four ways: 1) by completion of the stated project goals (new security cameras, motion detectors, door contacts, panic buttons, and detectors for CO2 and fire), 2) by the leveraging of matching funds for the project through grant and private means, 3) by improved monitoring capability and ease of use of that monitoring, and 4) by the progress made on our long-term maintenance check list. The successful completion of this project will ensure the ongoing stewardship necessary to preserve this historic site for generations to come. Funding from the Community Preservation Act will demonstrate New Bedford's commitment to preserving our historic resources and celebrating the community's rich history.

5 COMMUNITY SUPPORT (1000 Character Maximum)

- *Explain the level of community support this project has received. If possible, please include letters of support from any groups or individuals who have endorsed this project.*

We are fortunate to be in a city with strong support for preservation, as demonstrated by CPA funding, and the many preservation groups in New Bedford. Community support for the RJD can be demonstrated by increased visitation to the site: in the months of June, August, September, and October of 2023, it was well over 1000 people each month. Our membership has increased in recent months and numbers over 200. Our donor list is over 400 people. Our social media combined tops over 3000 followers and it has increased steadily the last five years. Locals who have never been to the site show support by attending our free Open House days and AHA nights. We'll be on the Holiday House Tour route this year as well, lending support to our peer, the New Bedford Preservation Society. This project is an investment in a local resource for New Bedford residents. Our attached letters of support come from a neighbor, the WHALE executive director, the chair of our Buildings and Grounds committee and New Bedford resident, and a member of our Collections Committee.

6 CRITICAL NEED (1000 Character Maximum)

- *Is this project of an urgent nature?*
- *Is there a deadline or factors not controlled by the applicant (i.e. opportunity for immediate acquisition, opportunity to leverage available non-CPA grant or other financial opportunity)?*
- *For historic resource applications only, is the property at risk for irreparable loss? If so, please include a condition assessment from a qualified professional if available.*

Multiple failures of our alarm system make the project critical. It is also outdated and parts are no longer being made. The current system is triggered by mice and air currents. These false alarms wake neighbors, and require staff to deactivate the alarm in person. If not disregarded by the staff, emergency services are unnecessarily dispatched. Another critical issue with the system is lack of access to the recorded video. While alarms are deterrents to theft, recorded video improves the chances of recovering stolen items and finding the perpetrator. The same video is helpful in incidents of injury. The fire alert system is essential to the safety of people and the building. Recently, we paid for a service call to have the vendor move a working motion sensor into the spot where one had failed. Should more hardware fail, we will face these expensive labor costs to keep the building monitored. The CAP Report included with this application outlines the building's security needs on pages 52-3. As a match to this CPA-funded project, a high priority for 2024 is the addition of storm windows to protect the underlying wooden sashes, some of which were recently restored with CPA funds.

PROJECT MANAGEMENT

1 APPLICANT INFORMATION (1000 Character Maximum)

- Describe applicant. Is applicant a public entity, private non-profit, private for-profit, an individual, a partnership, or another type of entity? What is their history and background?
- Identify and describe the roles of all participants (applicants, architects, contractors, etc.) including the project manager.
- Describe any past projects of similar type and scale, or experience that demonstrates the applicant's ability to carry out this project.

The Rotch-Jones-Duff House & Garden is a 501(c)3 private corporation. It was purchased in 1981 by the Waterfront Historic League and became a museum in 1985. The Executive Director is project manager for this grant and project. She successfully oversaw implementation and reporting of four CPA grants at the RJD, all for exterior work. She works closely with the Manager of Facilities: Rick Finneran is a licensed carpenter and former contractor, bringing a wealth of experience to the project. He will directly oversee the alarm contractor. Our Buildings and Grounds committee advises on all major projects and it includes an electrical engineer, two architects, and two experienced gardeners. Of our three attached quotes, two were recommended by our peers at the NB Art Museum and NB Fishing Heritage Center where the vendor has installed security systems. The third is our current provider, and obviously, a known entity. All vendors of a depth of experience, and all visited the site to assess the needs and create their quotes.

2 PROJECT FEASIBILITY (1000 Character Maximum)

- List and explain further actions or steps required for completion of the project, such as environmental assessments, zoning or other permits and approvals, agreement on terms of any required conservation, affordability or historic preservation agreements, subordination agreements, and any known or potential barriers or impediments to project implementation.

Funding must be secured but no other action steps are needed for this project. Our contractors will submit any necessary permits for work, and will be fully insured.

3 PROJECT MAINTENANCE (1000 Character Maximum)

- Please explain the long-term maintenance plan for the completed project.

Our full time Facilities Manager, Rick Finneran, oversees maintenance of the property. It will be his responsibility to monitor the hardware, and the Director's (Dawn Salerno's) responsibility to monitor the system and service. The system should last at least ten years with only batteries being replaced to upkeep it.

As part of our 2019 CAP assessment, we created a maintenance schedule that includes short, mid-, and long-term tasks. This schedule is reviewed by both Finneran and Salerno and it serves as our planning document for all day-to-day maintenance as well as deeper maintenance, repairs and restorations.

The CAP Report attached does note other areas of the house in need of preservation efforts. We will be applying for funding over the next few years to attend to additional irrigation, removal of some large trees, gutters for the main house, and interior wallpaper throughout.

COMPLETE FOR HISTORIC RESOURCE PROJECTS ONLY

CPA Compliance (1000 Character Maximum)

- Describe how the proposed project complies with the [U.S. Secretary of the Interior's Standards for Rehabilitation](#), as required by the CPA legislation under the definition of rehabilitation.
- Describe how the applicant will ensure compliance with these standards as the project is ongoing, including an identification of who will make historic preservation determinations.

The first priority of this project is to protect the collections and visitors to the property. Most of the new hardware will replace old hardware, in the same locations, thereby reducing the need for any new holes in molding or wallpaper. Where additional hardware is needed, the vendor will utilize existing ducts and conduit on the historic structure, and will hide wiring behind walls and ceilings. No historic components or decoration will be altered in a way that is not reversible. The Executive Director will oversee this system replacement with the assistance of Facilities Manager, Rick Finneran. Both will be in constant communication with the contractor, and inspecting the work as they install.

COMPLETE FOR PROJECTS WITH ACCESSIBILITY REQUIREMENTS ONLY

CPA Compliance (500 Character Maximum)

- Describe how the proposed project complies with the [ADA/MAAB Regulations](#).

N/A

COMPLETE FOR COMMUNITY HOUSING PROJECTS ONLY

CPA Compliance (500 Character Maximum)

- Describe how the proposed project complies with CPA affordability requirements (100% of AMI for New Bedford)
- Describe the number and types of units (e.g.: 1br, 2br).
- Provide a complete Development Budget and an Operating Budget (for rental properties).

N/A

PROJECT FINANCIAL INFORMATION

1 FINANCIAL INFORMATION (2000 Character Maximum)

- Describe all successful and unsuccessful attempts to secure funding and/or in-kind contributions, donations, or volunteer labor for the project. A bullet point list is acceptable.
- Will the project require CPA funding over multiple years? If so, provide estimated annual funding requirements.
- What is the basis for the total CPA request?
- How will the project be affected if it does not receive CPA funds or receives a reduced amount?

No funding for this project has been secured yet. The security system project is matched with a storm window project costing \$24,800 and using funding sources outside of the CPA. By doing these collections care projects in the same year, we can leverage funding for them.

Our funding strategy is below:

- This CPA grant request, \$23,500, submitted November 17, 2023
- 1772 Foundation Letter of Interest: \$10,000, submitted for storm window project
- RJD to absorb any additional unanticipated costs through capital reserve fund, up to \$14,800 for storm windows
- RJD staff time (Rick Finneran) contributed as in-kind to this project; estimated \$750 (about 30 hours)

The project should be completed within the grant year; this is not a multi-year request.

The basis for this request is our current provider of alarm hardware and monitoring, Associated Alarm. The other two quotes are lower in cost, and one is a New Bedford business. Should we receive funding, we will carefully weigh the top two proposals (Clear Sound, Associated Alarm) and contact references.

Should we receive less than our requested amount, we may choose from the lower-priced quotes. Should we not receive CPA funding in this round, we may seek an Institute of Museum and Library Services grant, and combine the expense with other collections-care related purchases.

PROJECT SCHEDULE – PROJECT BUDGET – FUNDING SOURCE SUMMARY

PROJECT SCHEDULE

Please provide a project timeline below, noting all project milestones. Please note the City Council must approve all appropriations of CPA funds. Grant funding will not be available for disbursement until July 1, 2024.

	ACTIVITY	ESTIMATED DATE
PROJECT START DATE:	Hire contractor, requote work, gather proof of insurance	June 2024
PROJECT MILESTONE:	Deposit made; equipment purchased	July 2024
50% COMPLETION STAGE:	n/a	
PROJECT MILESTONE:	Installation of system, testing of system	July/August 2024
PROJECT COMPLETION DATE:	Final walk through of work, final payment, grant report	August 31, 2024

ANTICIPATED PROJECT BUDGET

Please include a **complete itemized budget** of all project expenses, including the proposed funding source for each expense, with your application. Note: CPA funds cannot be used for maintenance.

If the project received CPA funds in another fiscal year, please include this amount on a separate line, not on line 1.

FUNDING SOURCES		EXPENSES				
		STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
1	NEW BEDFORD CPA FY24***	\$	\$	\$	\$ 23,500	\$ 23,500
2	1772 Foundation	\$	\$	\$	\$ 10,000	\$ 10,000
3	RJD Capital Reserve Fund	\$	\$	\$	\$ 14,800	\$ 14,800
4		\$	\$	\$	\$	\$
5		\$	\$	\$	\$	\$
6		\$	\$	\$	\$	\$
7		\$	\$	\$	\$	\$
TOTAL PROJECT COSTS		\$	\$	\$	\$	\$ 48,300

* Soft costs include design, professional services, permitting fees, closing costs, legal, etc.

** Construction refers to new construction, rehabilitation, preservation, restoration work, and/or accessibility related expenses.

***New Bedford CPA (Line 1) amount should match the amount requested on the application cover page.

ANTICIPATED FUNDING SOURCE SUMMARY

Please explain the current status of each funding source (i.e., submitting application on X date, applied on X date, received award notification on X date, funds on hand, etc.). For sources where funding has been awarded or funds are on hand, please include documentation from the funding source (e.g., commitment letter, bank statement) in application packet.

FUNDING SOURCE		STATUS OF FUNDING
1	New Bedford CPA FY24	Pending
2	1772 Foundation	Letter of Interest Submitted; Full Grant due January 2024
3	RJD Capital Reserve Fund	Cash on hand, for use as needed
4		
5		
6		
7		

CONSTRUCTION BUDGET
To be completed for construction projects only

ACTIVITY	CPA FUNDS	OTHER FUNDS	TOTAL
Acquisition Costs			
Land	\$	\$	\$
Existing Structures	\$	\$	\$
Other acquisition costs	\$	\$	\$
Site Work (not in construction contract)			
Demolition/clearance	\$	\$	\$
Other site costs	\$	\$	\$
Construction/Project Improvement Costs			
New Construction	\$	\$	\$
Rehabilitation	\$	\$	\$
Performance bond premium	\$	\$	\$
Construction contingency (30%)	\$	\$	\$
Other	\$23,500	\$ 24,800	\$ 48,300
Architectural and Engineering (See Designer Fee Schedule for guidance): https://www.mass.gov/files/design_fee_schedule-dsb_2015_2007.pdf			
Architect fees	\$	\$	\$
Engineering fees	\$	\$	\$
Other A & E fees	\$	\$	\$
Other Owner Costs			
Appraisal fees	\$	\$	\$
Survey	\$	\$	\$
Soil boring/environmental/LBP	\$	\$	\$
Tap fees and impact fees	\$	\$	\$
Permitting fees	\$	\$	\$ included in contractor quote
Legal fees	\$	\$	\$
Other	\$	\$	\$
Miscellaneous Costs			
Developer fees	\$	\$	\$
Project reserves	\$	\$	\$
Relocation costs	\$	\$	\$
Project Administration & Management Costs			
Marketing/management	\$	\$	\$
Operating/Maintenance	\$	\$	\$
Taxes	\$	\$	\$
Insurance	\$	\$	\$
Other	\$	\$	\$
TOTAL	\$ 23,500	\$ 24,800	\$ 48,300

**CERTIFICATE OF VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of Rotch-Jones-Duff House an (organization) duly called and held on November 2, 2023 at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That Dawn Salerno (person), the Executive Director (title) of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and on behalf of the corporation, contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A TRUE COPY, ATTEST:

Natalie A. Mello

Name (printed)

Signature (Affix Corporate Seal)

President, Board of Trustees

Title

November 13, 2023

Date

=====

TAX COMPLIANCE CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Rotch-Jones-Duff House & Garden Museum

Organization name

Dawn E. Salerno

Print Name

04-2859088

Federal Tax ID #

November 12, 2023

Date

**CERTIFICATE OF VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS**

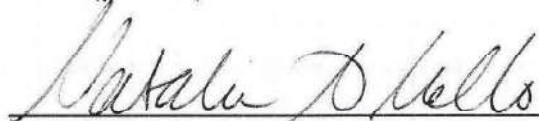
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VOTED: That Dawn Salerno (person), the Executive Director (title) of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and on behalf of the corporation, contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A TRUE COPY, ATTEST:

Natalie A. Mello

Name (printed)



(Affix Corporate Seal)

Signature

President, Board of Trustees

November 13, 2023

Title

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Dawn E. Salerno

Digitally signed by Dawn E.
Salerno
Date: 2023.11.12 18:06:31 -05'00'

Signature

Dawn E. Salerno

Print Name

Rotch-Jones-Duff House & Garden Museum

Organization name

04-2859088

Federal Tax ID #

November 12, 2023

Date

**CERTIFICATE OF VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS**

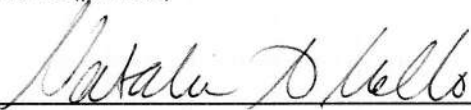
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A TRUE COPY, ATTEST:

Natalie A. Mello

Name (printed)



(Affix Corporate Seal)

Signature

President, Board of Trustees

Title

November 13, 2023

Date

=====

TAX COMPLIANCE CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Dawn E. Salerno Digitally signed by Dawn E. Salerno
Date: 2023.11.12 18:06:31 -05'00'

Signature

Dawn E. Salerno

Print Name

Rotch-Jones-Duff House & Garden Museum

Organization name

04-2859088

Federal Tax ID #

November 12, 2023

Date

October 31, 2023

City of New Bedford
Community Preservation Committee
133 Williams Street
New Bedford, MA 02740

Re: RJD FY2023 CPA Request

Dear CPA Committee Members:

This letter is written in support of the CPA grant application of the Rotch-Jones-Duff House and Garden Museum (RJD). As their neighbor, and also a board member of WHALE, I consider myself a stakeholder in the preservation of historic buildings in New Bedford. In fact, my own house was, at one point, part of the Jones estate.

The RJD is following a well-designed plan of continued maintenance on their 1834 site, following recommendations made in their 2019 Collections Assessment Program (CAP) report, a 2012 Olmsted Report, and their long-term maintenance plan. I was part of the CAP assessment, and can report first-hand how thorough the process was and how it continues to guide the collections staff at the Museum.

RJD's latest project on their long-term maintenance schedule is the replacement of an obsolete and failing alarm system. A new system is necessary to protect the building and collections from theft and fire, as well protecting the staff, volunteers and museum visitors on the property. It follows four extensive exterior improvements which were also funded by CPA monies: the re-roofing of the mansion in 2018/9, the exterior painting of all buildings in 2021, the restoration of masonry pathways and stairs in the garden in 2022, and the replacement of rubber roofs on three of the mansion's porches in 2023.

As a WHALE board member, I know how scarce grant funds for capital improvements can be. And I understand that the RJD is leveraging other public and private funds to supplement any CPA monies. Community Preservation funds are vital to keeping this historic property continually preserved. I hope you will grant the RJD's request for funds this year.

Sincerely,

A handwritten signature in cursive script that reads "Pat Coomey Thornton". The signature is written in dark ink and is positioned above the printed name.

Pat Coomey Thornton
7th Street Resident, New Bedford

October 31, 2023

City of New Bedford
Community Preservation
Committee
133 Williams Street
New Bedford, MA 02740

Re: RJD FY2024 CPA Request

Dear CPA Committee Members:

This letter is written in support of the CPA grant application of the Rotch-Jones-Duff House and Garden Museum (RJD). As a member of the RJD Collections Committee, I am a stakeholder in the preservation of their historic building. I also spent many years in the collections department of the New Bedford Whaling Museum, helping to ensure the preservation of objects which tell New Bedford's history like nothing else can. Historic buildings and objects require purposeful stewardship.

The RJD is following a well-designed plan of continued maintenance on their 1834 site, following recommendations made in their 2019 Collections Assessment Program (CAP) report, a 2012 Olmsted Report, and their long-term maintenance plan. I was part of the CAP assessment, and can report first-hand how thorough the process was and how it continues to guide the collections staff at the Museum.

RJD's latest project on their long-term maintenance schedule is the replacement of an obsolete and failing alarm system. A new system is necessary to protect the building and collections from theft and fire, as well protecting the staff, volunteers and museum visitors on the property. It follows four extensive exterior improvements which were also funded by CPA monies: the re-roofing of the mansion in 2018/9, the exterior painting of all buildings in 2021, the restoration of masonry pathways and stairs in the garden in 2022, and the replacement of rubber roofs on three of the mansion's porches in 2023.

I am not just a committee member. I'm also a donor to the Museum. The RJD has leveraged hundreds of thousands of dollars from donors like me to meet overall funding needs each year. Grants like those from the Community Preservation Act are vital to the continued preservation of this historic property. I hope you will fund the RJD's project this year.

Sincerely,


Mary Jean Blasdale
2 Channing Road
Mattapoisett, MA 02739

October 31, 2023

City of New Bedford
Community Preservation Committee
133 Williams Street
New Bedford, MA 02740

Re: RJD FY2024 CPA Request

Dear CPA Committee Members:

This letter is written in support of the CPA grant application of the Rotch-Jones-Duff House and Garden Museum (RJD). As a resident of New Bedford, an architect working throughout the south coast, and a RJD Trustee, I consider myself a stakeholder in the preservation of historic buildings in New Bedford.

The RJD is following a well-designed plan of continued maintenance on their 1834 site, following recommendations made in their 2019 Collections Assessment Program report, a 2012 Olmsted Report, and their long-term maintenance plan. I chair the RJD's Buildings and Grounds committee; that group continues to advise the staff on all matters related to the historic property. Committee members have expertise in architecture, design, engineering, and gardening.

RJD's latest project on their long-term maintenance schedule is the replacement of an obsolete and failing alarm system. A new system is necessary to protect the building and collections from theft and fire, as well protecting the staff, volunteers and museum visitors on the property. It follows four extensive exterior improvements which were also funded by CPA monies: the re-roofing of the mansion in 2018/9, the exterior painting of all buildings in 2021, the restoration of masonry pathways and stairs in the garden in 2022, and the replacement of rubber roofs on three of the mansion's porches in 2023.

While focusing on the essential preservation and maintenance of the historic property, the RJD's leadership is also committed to a community outreach effort, ensuring that we remain a relevant, contributing part of this community.

As an RJD board member, I'm also a donor to the Museum. The RJD has leveraged hundreds of thousands of dollars from donors like me to meet overall funding needs each year. Grants like those from the Community Preservation Act are vital to the continued preservation of this historic property. I hope you will fund the RJD's project this year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alanna', with a long, sweeping horizontal line extending to the right.

Alanna Jaworski
42 Grove Street
New Bedford, MA 02740



WHALE

Waterfront Historic Area League

**WHALE Board
of Directors**

President
Diana Henry

Vice President
Jeremy Dagold

2nd Vice President
Lee Blake

Treasurer
Colleen Trahan

Assistant Treasurer
Danielle Poyant

Secretary & Clerk
June Goguen

Asst. Secretary & Clerk
Peter J. Hawes

Andrew Burnes
Melissa Costa
Michael J. Murray
Laura Parrish
Carl Silva
Ramon Silva
Patricia Thornton
David Wyzenbeek

**WHALE
Presidents' Council**

Chair
Tony Souza

Arthur Bennett
John Bullard
Paul Downey
Peter Hawes
Peter Kavanaugh
Lyn Keith
Tenney Lantz
Thomas Lyons
Michael J. Murray
Daniel Perry
Anthony Sapienza
David Slutz

November 1, 2023

City of New Bedford
Community Preservation Committee
133 Williams Street
New Bedford, MA 02740

Re: RJD FY2023 CPA Request

Dear CPA Committee Members:

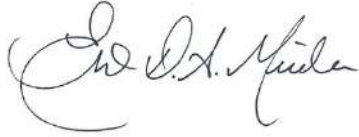
This letter is written in support of the CPA grant application of the Rotch-Jones-Duff House and Garden Museum (RJD). In my role at the Waterfront Historic Area League (WHALE), I work to foster historic preservation and continued use of the city's architectural heritage to enhance community and economic vitality in New Bedford. The RJD's historic mansion is an important part of the city's architectural heritage. And in their current functioning, as a museum, they also contribute to the economic vitality of the area.

The RJD is following a well-designed plan of continued maintenance on their 1834 site, following recommendations made in their 2019 Collections Assessment Program (CAP) report, a 2012 Olmsted Report, and their long-term maintenance plan. RJD's latest project on their long-term maintenance schedule is the replacement of an obsolete and failing alarm system. A new system is necessary to protect the building and collections from theft and fire, as well protecting the staff, volunteers and museum visitors on the property. It follows four extensive exterior improvements which were also funded by CPA monies: the re-roofing of the mansion in 2018/9, the exterior painting of all buildings in 2021, the restoration of masonry pathways and stairs in the garden in 2022, and the replacement of rubber roofs on three of the mansion's porches in 2023.

While focusing on the essential preservation and maintenance of their historic property, the RJD is continuing their community outreach efforts to remain relevant. One strategy is the presentation of educational programming which WHALE has co-presented with them. In the new year, we've co-planned a series about preserving old houses, for example. I've spent many years working in the preservation field and I

know that funds for this type of work are scarce and the applications for them competitive. Community Preservation funds are vital to keeping historic properties like the RJD continually preserved and contributing to their communities. We do hope you will grant their request for funds this year.

Sincerely,

A handwritten signature in cursive script, reading "Erin D. A. Miranda". The signature is written in dark ink and is positioned above the printed name and title.

Erin D. A. Miranda
Executive Director, WHALE



916 Maplewood Street
New Bedford, MA 02745-3311

chris@clearsoundonline.com

Phone: (508)998-2249

Fax: (508)998-2269

Proposal

Date	Estimate #
9/19/2023	91406

Name / Address				
Roth Jones Duff House County Street New Bedford MA 02740				
Qty	Item	Description	Rate	Total
1	InVid PD2B-8XNH2	Camera System 16 channel camera recorder with 8 analog/TVI port and 8 IP	540.00	540.00
1	Western Digital 4 TB	4 TB Surveillance system hard drive	158.00	158.00
7	InVid PAR-C5TXIRA2812	5 Megapixel Dome, 2.8-12mm Lens to replace existing cameras	175.00	1,225.00
5	InVid PAR-P5TXIR28-LC	5 Mega-pixel IP turret camera for the following locations: Gift Shop Inside stairs North outside stairs Across front porch Front of rose garden	200.00	1,000.00
40	Labor-CM		105.00	4,200.00
	Deposit	A deposit of 50% is required prior to ordering material. The balance is due on the day of completion.	0.00	0.00
	Signature	Please sign and return to accept: _____	0.00	0.00
50% deposit is required prior to ordering New equipment. Balance due on the day of completion.			Subtotal	\$7,123.00
			Sales Tax (6.25%)	\$0.00
			Total	\$7,123.00



916 Maplewood Street
New Bedford, MA 02745-3311

chris@clearsoundonline.com

Phone: (508)998-2249

Fax: (508)998-2269

Proposal

Date	Estimate #
9/19/2023	91407

Name / Address				
Roth Jones Duff House County Street New Bedford MA 02740				
Qty	Item	Description	Rate	Total
1	DSC Neo Kit	Replace Alarm System	400.00	400.00
15	DSC NEO PG9904P	Alarm kit with panel, keypad, power supply and battery	150.00	2,250.00
4	DSC Neo PG9975	wireless motion detector	65.00	260.00
5	DSC NEO PG9926	Wireless door contact	150.00	750.00
3	DSC NEO PG9913	Wireless PowerG Smoke Detector	155.00	465.00
1	DSC NEO PG9938	Wireless PowerG CO Detector	76.00	76.00
8	Labor-CM	Wireless panic button	105.00	840.00
		Optional: DSC Neo Alarm.com module \$250		
	Deposit	A deposit of 50% is required prior to ordering material. The balance is due on the day of completion.	0.00	0.00
	Signature	Please sign and return to accept: _____	0.00	0.00
50% deposit is required prior to ordering New equipment. Balance due on the day of completion.			Subtotal	\$5,041.00
			Sales Tax (6.25%)	\$0.00
			Total	\$5,041.00



1047 Falmouth Road
Hyannis, MA 02601
Phone: 508-775-3442 - Fax: 508-790-2330

Proposal

Estimate Date

9/20/2023

Estimate #

23849

Bill To:

Rotch Jones Duff House
Attention: Dawn Salerno
396 County St
New Bedford, MA 02740

Service Location:

Rotch Jones Duff House

396 County St

New Bedford, MA 02740

Qty	Description	Location
1	DSC PRO Power Series System w/ Enclosure & Lock/Key, Power Supply, Back Up Battery and Surge Protection	Replace Existing - Concord IV (1st FL Hall Closet)
1	DSC PRO LCD Keypad w/ PowerG Transceiver	Replace Existing - Next to Panel
1	DSC PowerG Wireless Repeater	To Be Located
1	Interior Dual Tone Wall Siren	With Panel in Closet
3	DSC PowerG Wireless Contacts - Front Door, Rear Door and Store Door	Replace Existing
1	DSC PowerG Wireless Contact	Basement Door to Patio
1	DSC PowerG Wireless Contact	1st Floor East/Back Door
18	DSC PowerG Wireless Motion Units - Front Foyer, 1st Floor Front Hall, 1st Floor Rear Hall, Front Parlor, Rear Parlor, Dining Room, Butlers Pantry, Store, 1st Floor Bath Hall, 2nd Floor Stairs, Mrs. Duff's Room, Amelia's Room, children's Room, Basement Rear Entry, Basement Hall, Basement Office #1, Basement Office #2 and Basement Pantry	Replace Existing
1	DSC PowerG Wireless Motion Unit	Basement Rear Door
1	DSC PowerG Wireless Motion Unit	Lodging Room
1	DSC PowerG Wireless Motion Unit	2nd Floor Hall/Back Stairs
1	DSC PowerG Wireless Motion Unit	2nd Floor Rear Hall - Sewing Area
1	DSC PowerG Wireless Motion Unit	2nd FL Front Hall Balcony (towards window)
7	DSC PowerG Series Wireless Smoke Detectors - Basement, 1st Floor Hall, 1st Floor Pantry, 2nd Floor Front, 2nd Floor Rear, 3rd Floor and Coachman's House	Replace Existing
4	DSC PowerG Wireless Carbon Monoxide Detectors	Basement, 1st, 2nd and 3rd Floors
1	System Sensor Heat Detector w/ Wireless Transmitter	Replace Existing - Boiler Room
1	DSC PowerG Wireless Panic Button - Cash Desk	Replace Existing
<i>Installer NOTE: Please disconnect the exterior horn/siren</i>		
1	Wire Permit	
1	Wireless Cellular Alarm.com Module for Monitoring	



1047 Falmouth Road
Hyannis, MA 02601
Phone: 508-775-3442 - Fax: 508-790-2330

Proposal

Estimate Date	Estimate #
9/20/2023	23849

Bill To:

Rotch Jones Duff House
Attention: Dawn Salerno
396 County St
New Bedford, MA 02740

Service Location:

Rotch Jones Duff House

396 County St

New Bedford, MA 02740

Qty	Description	Location
-----	-------------	----------

Central Station Monitoring Upgrade:

**4G LTE Wireless Cellular and including Alarm.com Commercial PLUS
with Cancel/Verify Alarm, Commercial Reports, Inactivity Alerts,
Open/Close Event notifications, Remote Arming/Disarming,
Unexpected Activity Alerts and User Code Management- \$49.95/mo**

Monitoring Billed Semi Annually and All Invoices Emailed

Optional - Additional Panic Button for use during walk tours - \$195

**50% Deposit Upon Signed Proposal
\$ 6,030.50**

Please Note: The proposal pricing is valid for 30 days

Subtotal:	\$12,061.00
Sales Tax:	\$0.00
Total:	\$12,061.00

Kelly A. Keane

Customer's Signature

Date



Estimate /Acct No: _____

MONITORING SECURITY SERVICES AGREEMENT

THIS AGREEMENT Dated 9/20/2023 by and between
Associated Alarm Systems, Inc 1047 Falmouth Road, Hyannis Massachusetts 02601 508-775-3442
{hereinafter referred to as "Company(s)" and hereinafter referred to as "Client"}

Rotch Jones Duff House

(Customer Name)	Attention: Dawn Salerno	New Bedford,	MA	02740
(Mailing Address)		(City/Town)		(Zip Code)

1. SERVICES

1.1. Equipment: Company agrees to provide, as part of the security services, the equipment listed on Schedule A or Estimate/Proposal attached hereto and made a part of this Agreement.

1.1.1. Equipment to be installed at the following location 396 County St New Bedford, MA 02740
(Installation/Service Address)

1.1.2. Equipment installation charge \$12,061.00
Deposit Per Agreement \$6,030.50

1.2.3. ☐ Security equipment ownership transfers to Client (attached Schedule D - Equipment listed on Proposal.)

1.2.4. ☐ Monitoring equipment ownership remains with Company (attached Schedule H - Pertaining to Uplink Cellular Device or GSM Module)

1.2 Monthly Services: Client agrees to pay Company for security monitoring/service itemized below **TO: Associated Alarm Systems, Inc.** (address above).

Services:

o Extended Maintenance for
Customer Owned Equipment
(Schedule E)

\$

Monitoring Options

Monitoring Rates

oPhone Line Monitoring

o Security o Fire/CO x 24 hour Test
oHeat Loss oWater

x **Wireless Cellular (No Phone Line, needed)**

x Security x Fire/CO x 24 hour Test
Alarm.com w/ Mobile APP

\$ 49.95

Total Monitoring Charges Above \$ 49.95 /mo

****Upon signing of this Agreement payment will commence on the first day of the month following the estimated date of installation**** **1.3** The Service and Monitoring Charges are payable in advance:

o Semi Annual \$ **299.70** o Annual \$

2. TERM OF THIS AGREEMENT

2.1 The primary term of this agreement shall be for a period of three (3) years from the date of first billing. This Agreement shall automatically renew for a period of three (3) years at the end of such primary term or any renewal term or any renewal term thereafter unless client shall have given written notice to Company sixty (60) days before the end of the primary or any renewal term.

3. SERVICE

3.1 Calls for Service or Sales assistance should be directed to Associated Alarm Systems, Inc. (508) 775-3442

4. ADDITIONAL TERMS:

4.1 This agreement consists of the terms contained on this page, the reverse side of this document and on any attachments indicated as follows:

☒ Schedule A or Estimate ☒ Schedule C (Central Station) ☒ Schedule D ☐ Schedule H (Uplink/Alarm.com Module)
☐ Schedule E ☐ Schedule F ☐ Schedule G (addendum)
☒ Call List ☒ Alarm.com Terms Agreement (if applicable) ☐ Notice of Cancellation

5. CLIENT SELECTED SERVICES:

5.1 Client acknowledges that where burglar and/or fire alarm or access control equipment is provided, the system is designed to detect entry only through those accesses and/or areas actually covered by the equipment listed on Schedule A of this Agreement, that such equipment performs only those functions, and the system is activated only under the circumstances explained to the Client. Further, Client acknowledges that (a) Company has explained the full range of protection, equipment and services available to Client; (b) Client desired and has contracted for only the equipment and services itemized on this Agreement; and (c) additional protection over and above that provided herein is available and may be obtained from Company at an additional cost to the Client.

5.2 CLIENT FURTHER ACKNOWLEDGES THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THIS SIDE AND THE REVERSE SIDE OF THIS DOCUMENT, PARTICULARLY PARAGRAPH 5 REGARDING COMPANY'S LIMITATIONS OF LIABILITY AND AGREES TO THE AMOUNTS SET FORTH THEREIN AS WELL AS THOSE TERMS AND CONDITIONS ON ANY SCHEDULE ATTACHED HERETO AND ACKNOWLEDGES RECEIPT OF A TRUE COPY OF ALL APPLICABLE SCHEDULES.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed the Agreement this

Date: _____

ASSOCIATED ALARM SYSTEMS, INC.

Representative: Kelly A. Keane

Authorized Signature: _____

Electronic Sign Authorization ☐ (check to accept to terms of this agreement as your authorized signature)

Notice of cancellation: The subscriber may cancel this contract at any time prior to midnight of the third business day of this transaction.

MONITORING TERMS AND CONDITIONS

1. Increase in Service Charges

1.1 Company shall have the right annually to increase the Service Charges provided for herein by the same percentage as the 12 month increase in the "Consumer Price Index" (all cities, all items) as published by the U.S. Department of Labor by giving Client thirty (30) days written notice in advance of the effective date of such increase. Company shall have the right to increase the Service Charges by an amount greater than the CPI provided that Client approves such an increase. Written notice of an increase greater than the CPI shall be given sixty (60) days in advance of the effective date of such increase, and Client's failure to deny the increase within thirty (30) days of notification shall constitute Client's agreement to such increase.

1.2 Charges for time and materials maintenance services are based upon Company's service rates in effect at the time of the service and are subject to change without notice.

2. Increases in Taxes or Other Fees

2.1 Client acknowledges that all charges for services set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any. Company shall have the right, at any time, to increase the monthly charges provided herein to reflect any additional taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the service(s) provided under the terms of this Agreement and Client agrees to pay the same.

3. Clients Duties as to Use of System

3.1 The Client shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. If any defect in operation of the system develops, or in the event of a power failure, interruption of telephone service, or other interruption at Client's premises. Client shall notify Company immediately. If space/interior protection (i.e. ultra-sonics, microwave, infrared, etc.) is a part of the system Client shall walk test the system in the manner recommended by Company.

3.2 When any device or protection is used, including, but not limited to space protection, which may be affected by turbulence of air, occupied airspace change or other disturbing conditions, Client shall turn off or remove all things, animate or inanimate, including, but not limited to all forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the alarm system is on. Client shall notify Company of any remodeling or other changes to the protected premises that may affect the operation of the system.

3.3 Client shall cooperate with Company in the installation, operation and maintenance of the system and shall follow all instructions and procedures which Company may prescribe for the operation of the system, the rendering of services and the provision of security for the premises.

4. Authorized Personnel

4.1 Client agrees to furnish forthwith a list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Client's premises and/or that should be notified in the event of an alarm. Client shall also furnish a written opening, closing and holiday schedule, if applicable to the services provided herein. Client agrees to provide all changes, revisions and modifications to the above to Company in writing in a timely manner.

5. Company is not an Insurer; Limitation of Liability

5.1 It is understood and agreed that Company is not an insurer; that insurance, if any, shall be obtained by Client; that the payments provided for herein are based solely on the value of the System and Services as purchased and subscribed for hereunder; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the System or Services supplied will avert or prevent occurrences which the System or Services are designed to detect or avert, or the consequences thereof. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations or services herein, including, but not limited to installation, monitoring, and extended maintenance service, or the failure of the System to properly operate, with resulting loss to Client because of, among other things:

(a) The uncertain amount or value of Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or Service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or others, should any of these parties be dispatched as a result of a signal being received;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to perform; or

(d) The uncertain nature of occurrences which might cause injury or death to Client or any other person which the System is designed to detect or avert.

5.2 Client understands and agrees that if Company should be found liable for loss or damage because of the failure of the System to perform properly or the failure of Company to perform any of its obligations or to provide any of the Services subscribed for herein, as set forth on all Schedules attached hereto including, but not limited to installation, service, monitoring, or the failure of any equipment installed by, or service performed by Company in any respect whatsoever, Company's liability shall not exceed a sum equal to the annual service charge payment contracted for herein or Two Hundred and Fifty Dollars (\$250.00), whichever is the lesser and this liability shall be exclusive, and that the provision of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly, to persons or property from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Company, its agents, assigns or employees.

5.3 If Client wishes Company to assume a greater liability as hereinabove set forth, Client may obtain from Company an increased limited liability by paying an additional annual service charge to Company. If Client elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as insurer. Such additional liability protection may also be obtained by Client from Client's insurance carrier.

6. Third Party Indemnification

6.1 When Client, in the ordinary course of business, has custody of the property of others, or the alarm system extends to protect property of others, Client agrees to and shall indemnify, defend and hold harmless Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including Company performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, warranty, or strict or product liability on the part of Company, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Company while on Client's premises.

7. Client's Purchase Order

7.1 It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Client's Purchase Order, this Agreement shall govern, whether such Purchase Order is prior or subsequent to this Agreement.

8. Assignees and/or Subcontractors of Company

8.1 Company shall have the right to assign this Agreement in whole or in part to any other person, firm or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, third party indemnification, shall insure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

9. Additional Services

9.1 Client agrees that Client may subscribe for or purchase additional services, equipment or security protection from Company at agreed prices by written purchase order or contract and that any such additional services, equipment or protection shall, except for the price, be governed exclusively by this Agreement.

9.2 The Client agrees that unless authorized by Company, any alterations, removal or tampering with the equipment or the attaching of any device, contrivance or apparatus to the equipment or any part thereof, shall operate to void any warranties provided herein.

9.3 If any agency or bureau having jurisdiction, or Client by his or its own act shall require or make necessary any changes in the equipment originally installed Client agrees, on demand, to pay for the reasonable cost of such changes.

10. Default/Termination

10.1 In the event (i) Client fails to pay any amount due for the System, (ii) Client fails to comply with any of the terms and conditions hereof, (iii) Client makes an assignment for the benefit of creditors, (iv) an order for relief is entered against Client under any chapter of the National Bankruptcy Code as amended, (v) a receiver or trustee is appointed for all or substantially all of the assets of Client, or (vi) there is a dissolution or termination of existence of Client, Company may pursue any one or more of the following remedies, which are cumulative and non-exclusive:

(a) Terminate all services subscribed for hereunder by giving five (5) days written notice to Client, and recover all amounts then due to Company.

(b) Take possession of all Company owned equipment.

(c) Recover from Client all amounts due hereunder.

(d) Pursue another remedy at law now or hereafter existing.

11. Delays or Interruptions

11.1 Company assumes no liability for delay in the installation of the system, or for interruption of services due to strikes, riots, floods, storms, earthquakes, hurricanes, fire, power failures, insurrection, interruption or unavailability of telephone or cable service, act of God, or for any other cause beyond the control of Company and will not be required to provide installation for or services to Client while interruption of services due to any such cause may continue.

11.2 Company assumes no liability for delay of installation or service due to non-cooperation of the Client or his agents in providing access to that area of the premises where the equipment is to be located or for delays or interruptions of installation or service on any device or devices of the Client or of others to which Company's equipment is attached. If Client is unable to have premises available for installation of equipment within ninety (90) days of date Company is ready to begin installation, Client shall pay any additional labor or equipment costs incurred by Company due to price increases occurring after the ninety (90) day period has expired. Such additional costs shall be limited to actual increases in prices and shall be payable upon demand.

12. Insurance

12.1 Company acknowledges that it carries Worker's Compensation and general liability insurance applicable to work performed under this Agreement.

13. Telephone Service

13.1 Client agrees to furnish any necessary telephone service or telephone lines at Client's own expense. Any and all telephone company charges shall be billed to Client's telephone bill unless specified otherwise in Paragraph 2 on the front side of this Agreement.

14. Electrical Current

14.1 The Client agrees to furnish any necessary electrical service and current through the Client's meter and at the Client's sole expense.

15. Title Clause

15.1 Paragraph titles used in this Agreement are for reference only and are not to be construed as governing the construction of the specific provisions in this Agreement.

16. Payments; Delinquencies

16.1 Payment shall be due upon the receipt of invoices by Client unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the maximum allowable rate. All payments shall be due and payable at Company's office set forth on the front hereof. If an attorney is employed to collect any amount due Company, Client agrees to pay Company reasonable attorney's fees and costs incurred when permitted by applicable law. If Services are discontinued because of Client's past due balance, and if Client desired to have the monitoring service reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company at a reasonable amount.

17. Entire Agreement; Modification; Waiver

17.1 This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing signed by the parties or their duly authorized agent. No waiver or a breach of any term or condition of the Agreement shall be construed to be a waiver of any succeeding breach.

_____(initial)

SCHEDULE D
SECURITY SERVICES WITH EQUIPMENT OWNERSHIP
TRANSFERRED TO CLIENT

The Client hereby purchases the equipment itemized on Estimate/Proposal or Schedule "A" altogether with all additions and substitutions thereto:

1. LIMITED WARRANTY:

1.1 Company hereby warrants that all of the material installed is as agreed to and specified and is in accordance with the manufacturer's specifications. In the event that any parts in the system shall become defective or in the event that any repairs shall be required, Company hereby agrees to make all repairs and replacements of parts without cost to the Client for a period of one year for equipment and one year for labor from the date of installation. Company reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at the time of replacement.

1.2 If Client should discover a defect in the products purchased under this Agreement, Client should immediately contact Company's service department, in writing or by telephone, at the address and telephone number set forth in this Agreement and fully describe the nature of the defect, so that repair service may be rendered. Repair service will be conducted during normal business hours unless otherwise requested by Client, in which case Client agrees to pay for such service at Company's overtime rates in effect at the time.

1.3 However, Client shall pay Company's standard service charge for any service to equipment within such ninety (90) day period which is required because of parts which are damaged or become defective through the negligence of and/or misuse by Client, Client's failure to properly close a protected access or to repair any damage to foiled glass, windows, or doors. Company shall not be responsible for any injury or damage arising through careless or improper use of system or equipment, fire or theft, vandalism, or water damage.

1.4 Except as set forth in Section 1.1, Company makes no other express warranties. Company does not represent nor warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. This warranty does not cover any damage to material or equipment caused by accident, misuse, or negligence by Client, i.e. Client failure to close a protected access or to repair any damage to foiled glass, windows or doors, fire, theft, vandalism, water damage, attempted unauthorized repair service, modification or improper installation by anyone other than Company. Company shall not be liable for consequential damages. All implied warranties, including the warranties of merchantability of fitness for a particular purpose, are limited in duration to the term of the express warranty.

1.5 Some states do not allow limitations on how long an implied warranty lasts and do not allow the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights and you may also have other rights which may vary from state to state.

2. TITLE, RISK OF LOSS:

2.1 Company shall retain ownership of and title to the system or equipment until full payment of the purchase price for the system has been received. Until the full purchase price is paid, Client shall not in any manner assign, sell, mortgage, lease, loan, transfer or permit any encumbrance upon this Agreement or the system. The system shall remain personal property irrespective of the manner of its attachment to realty. Client agrees that until all amounts due hereunder are fully paid, Client shall be responsible for any loss of or damage to the system, including but not limited to fire and/or theft. The loss of or damage to the system shall not relieve the Client of any obligation hereunder.

3. AUTHORIZATION TO INSTALL:

3.1 Client warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation of the system under all conditions set forth herein.

3.2 Company is hereby authorized to install the system and to make any preparation such as drilling holes, driving nails, making attachments or doing other things necessary or pertinent to the installation of the system.

3.3 Company shall install the system during normal business hours, or at such other times as may be mutually agreed upon between the parties.

4. ACCEPTANCE OF INSTALLATION:

4.1 Any error or omission in the installation of the system must be called to the attention of Company in writing within thirty (30) days after completion of installation. Upon the expiration of said thirty (30) days, the installation shall be deemed totally satisfactory to and accepted by Client.

5. NO SERVICE OR MONITORING PROVIDED:

5.1 Company shall not be obligated to provide non-warranty service, monitoring or patrol of any type in connection with the system installed for Client, unless Client has subscribed for such services.

6. CHANGES IN SYSTEM; CLIENT'S DUTIES:

6.1 Client shall be responsible for and shall pay to Company the cost of any additions or changes to the system that may be requested or required after the signing of the Agreement by the Client or by any governmental or regulatory authority or any insurance agency or institution. All such additions, corrections or changes shall be in writing.

6.2 Client has approved the location of the control panel, key switches, audible devices, junction boxes, transformers, and all protective devices. Any changes of location requested by Client or necessitated by undisclosed obstacles or obstructions will be at an additional expense to Client.

_____(initial)

SCHEDULE C

CENTRAL STATION MONITORING SERVICE

1. SYSTEM OPERATION:

1.1 Client or Client's authorized representatives shall carefully and properly operate the alarm system as described in the operating instructions provided. Client shall carefully test the system in a manner prescribed by Company at such intervals as required to be assured of the continual operation of the system in a satisfactory manner.

2. HOLD-UP AND BURGLAR ALARM PROCEDURES:

2.1 Upon receipt of a burglar or hold-up alarm signal; Company will telephone the Police Department and/or others as specifically designated in the Client's Authorization Schedule, which is required by this Agreement. It is understood that Company is not obligated under any circumstances to send any employee or other person to the premises of the Client in response to an alarm signal unless specifically provided for under separate agreement.

3. FIRE ALARM PROCEDURES:

3.1 Upon receipt of a fire alarm signal; Company will telephone Fire Department and/or others as specifically designated in the Client's Authorization Schedule, which is required by this Agreement. It is understood that Company is not obligated under any circumstances to send any employee or other person to the premises of the Client in response to an alarm signal.

4. MEDICAL ALERT PROCEDURES:

4.1 Upon receipt of a Medical Alert call or signal; Company will telephone the Client's premises and; (1) if the person reports that no assistance is required, Company will record the signal but will not call emergency medical service or other designated persons; (2) if there is no answer or if there is a busy signal or if any person answering requests assistance, Company will telephone emergency medical service and/or others as specifically designated in the Client's Authorization Schedule, which is required by this Agreement.

5. NO EMERGENCY CONDITION:

5.1 Company may elect to verify all burglar alarm and fire alarm signals by calling Client's premises prior to notifying the appropriate police, fire department, patrol service or others. Company may elect **not** to dispatch the police, fire department, patrol service or others, if it has reasonable cause to assume that an emergency condition does not exist.

6. TRANSMISSION FACILITIES:

6.1 **Telephone Transmission** Client acknowledges that if Company utilizes telephone line transmission, the signals from Client's alarm system are transmitted over Client's regular telephone service to Company, and in the event Client's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Client's alarm system will not be received by Company during any such interruption in telephone service and the interruption will not be known to Company. Client further acknowledges and agrees that signals which are transmitted over telephone company lines are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone company or utility. Client agrees to furnish any necessary telephone service or telephone lines at Client's own expense. Any and all telephone company charges shall be billed to Client's telephone bill, unless specified otherwise under paragraph 2 on the front of this Agreement. Any increased telephone company charges shall be borne by Client, and if charged directly to Company, shall be added to the periodic charges billed to Client. **Client acknowledges that activation of the alarm system will interrupt and disconnect any telephone call in progress.**

6.2 Alternate Transmission

6.2.1 Client acknowledges that if Company utilizes cable, the signals from Client's alarm system are transmitted over independent cable facilities. Client acknowledges and agrees that the cable is wholly beyond the control and jurisdiction of Company and is maintained and serviced by the applicable company. Client shall pay for all charges made by the cable company for the installation of the cable to Client's premises, and Company shall pay all monthly service charges of cable lines connecting Client's protected premises to Company.

6.2.2 Client acknowledges that Company may elect to provide signal transmission by a radio system in lieu of telephone lines. That such transmission is subject to environmental factors, both natural and manmade that are wholly beyond the control of Company

7. CONDITION BEYOND CONTROL OF COMPANY:

7.1 Company will use its best efforts to carry out its duties hereunder promptly, but shall not be responsible for delays or failure to respond by reason of busy telephone facilities, failure of telephone equipment, or failure of telephone lines due to weather or other conditions, or otherwise for any conditions beyond the control of Company.

8. SERVICE CALLS:

8.1 In the event Company's representative is sent to the Client's premises in response to a service call or alarm signal caused by the Client improperly following operating instructions or failing to close or properly secure a window, door, or other protected access or area, or to silence an alarm when a person specifically designated in the Client's Authorization Schedule cannot be located to silence said alarm, there shall be an additional service charge to the Client.

9. FALSE ALARMS:

9.1 In the event Client shall cause an excessive number of false alarms through the carelessness of Client or the malicious or accidental use of the alarm system or in the event Client shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of this agreement on the part of Client and Company may, at its option, in addition to all other legal remedies, be excused from further performance upon the giving of ten (10) days written notice to Client. Company's excuse from performance will not affect Company's right to recover damages from Client. In the event a fine, penalty or fee shall be assessed against Company by any governmental or municipal agency as a result of any false alarm originating from Client's premises, Client agrees to forthwith reimburse Company for payment of the said false alarm fine, penalty or fee. In the event Company shall dispatch an agent to respond to a false alarm originating from Client's premises, where Client intentionally or negligently activates the alarm system and no emergency condition exists, then and in that event Client is to pay Company the sum set by Company according to its schedule of charges at the time of the false alarm.

9.2 In the event that Client's burglar alarm dispatch rights are suspended or placed on non-priority status by the police or other governmental agency due to an excessive number of false alarms, Client agrees that Company may require Client to give verbal approval of all alarm dispatches and that such dispatches be delayed until such approval can be obtained so long as such suspension or non-priority status exists.

 (initial)

CARETAKER - CALL LIST

ASSOCIATED ALARM SYSTEMS
Fax (508) 790-2330 www.associatedalarms.com

WE ARE UNABLE TO MAKE YOUR ACCOUNT ACTIVE UNTIL WE RECEIVE THIS INFORMATION

Name/location of monitored system:

Name Address

Business Name (if applicable, please enter owner or authorized person above)

Premise Phone Number

RESPONSIBLE PERSON (CARETAKER/CALL LIST) INFORMATION

We strongly recommend the following guidelines:

- List at least three (3) people that can be called in case of an alarm condition.
- Assign a separate password* for each house/business key distributed.
- Give out different key pad codes to each person on your list.

1. Name: _____ Address: _____
Phone: _____ Key Pad Code: _____ Password: _____

2. Name: _____ Address: _____
Phone: _____ Key Pad Code: _____ Password: _____

3. Name: _____ Address: _____
Phone: _____ Key Pad Code: _____ Password: _____

4. Name: _____ Address: _____
Phone: _____ Key Pad Code: _____ Password: _____

* 'Password' refers to the word or number used to identify you or your caretaker when calling our operators to cancel an alarm that was accidentally tripped, update information on your account, place your account on 'no action' or 'disregard' and review history.

Alarm.com Terms and Agreement

IMPORTANT -- READ CAREFULLY: You have recently agreed to purchase residential or commercial security products and services from an independently owned and operated security services dealer (“**Dealer**”). Alarm.com Incorporated (“**Alarm.com**”) has authorized the Dealer to market and sell to you Alarm.com’s services (“**Alarm.com Services**”) for your use with certain hardware and other products (“**Equipment**”) that enable the Alarm.com Services. These Alarm.com Terms (Sections A1 through A10) are part of your legal agreement with the Dealer. **These Alarm.com Terms appear on the front and back of this page and contain, among other things, important warranty disclaimers (in Section A3) and limitations of liability (in Section A5) applicable to your use of the Alarm.com Services and the Equipment.** By signing your agreement with the Dealer, accessing the Alarm.com customer website or using any other part of the Alarm.com Services, you agree to be bound by these Alarm.com Terms. Although these Alarm.com Terms are part of your legal agreement with the Dealer, you acknowledge and agree that they may be enforced by Alarm.com directly.

A1. Pursuant to your agreement with the Dealer, you have agreed to purchase Alarm.com Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into your agreement with the Dealer, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don’t remain an Alarm.com subscriber or if the Alarm.com Services become unavailable at your location for any reason, you will have no right of refund, return or deinstallation with respect to any Alarm.com Services or any Equipment, except if and to the extent otherwise required by law. Alarm.com may modify these Alarm.com Terms from time to time as required to comply with applicable law.

A2. The Equipment contains proprietary software of Alarm.com that is embedded in the hardware. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, “**Alarm.com Materials**”) and the Alarm.com Services. You agree that you will not (a) use, or cause or permit any other person or entity to use, any Alarm.com Materials or Alarm.com Services to design, build, market, or sell any similar or substitute product or service, or (a) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Alarm.com Materials, (ii) the transferring or purported resale or sublicensing of any Alarm.com Materials, or (iii) the removal, delivery, or exportation of any Alarm.com Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE ALARM.COM SERVICES, ALARM.COM MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIAL REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE ALARM.COM SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS (“**LIMITED WARRANTY**”). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO ALARM.COM SERVICES, ALL ALARM.COM SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS THAT ARE OR MAY BE PROVIDED BY ALARM.COM ARE PROVIDED “AS IS,” WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THE LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL ALARM.COM SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A4. The prices we charge for the Alarm.com Services and Equipment reflect the value of the goods and services Alarm.com provides and not the value of your premises or its contents or any losses associated with personal injury or death. You understand and agree that Alarm.com is not an insurer of your property or the personal safety of persons in or around your premises. If you feel that you need insurance, you should obtain it from a third party. You understand and agree that (a) the Alarm.com Services and Equipment may not detect or prevent an unauthorized intrusion onto the premises or other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage; (b) it is difficult to determine in advance the value of the property that might be lost, stolen, damaged or destroyed if the Alarm.com Services or Equipment fail to operate properly; (c) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by Alarm.com’s: (i) breach of these Alarm.com Terms, (ii) failure to perform, (iii) negligence (including gross negligence), or (iv) any failure of the Alarm.com Services or Equipment.

A5. YOU AGREE THAT ALARM.COM’S LIABILITY TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE ALARM.COM SERVICES, AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT ALARM.COM WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION A5 SHALL APPLY (a) EVEN IF IT IS DETERMINED THAT ALARM.COM CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU OR SOMEONE IN OR AROUND YOUR PREMISES (INCLUDING EMPLOYEES AND INVITEES) AND (b) TO ALL HARM, DAMAGES, INJURY OR LOSS INCURRED INCLUDING ACTUAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO ALARM.COM. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from (a) a failure of the Alarm.com Services or Equipment, (b) Alarm.com’s negligence (including gross negligence), (c) any other improper or careless activity of Alarm.com, or (d) a claim for indemnification or contribution, you will repay to Alarm.com (i) any amount which Alarm.com is required to pay or which Alarm.com reasonably agrees to pay in settlement of the claim, and (ii) the amount of Alarm.com’s reasonable attorney’s fees and any other losses and costs that Alarm.com may incur in connection with the harm, damages, injury or loss.

A7. You understand and agree that these Alarm.com Terms, and particularly Sections A5 and A6, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives and affiliates of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

A8. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE ALARM.COM SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY. EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A9. These Alarm.com Terms shall be governed by the law of the State of California, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a law suit for a dispute arising under or related to these Alarm.com Terms or in anyway relating to the Alarm.com Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

A10. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

(Initial)



CREDIT CARD AUTHORIZATION FORM

Name (as it appears on credit card):

Billing Address: _____

VISA

MasterCard

American Express

Card number

Expiration date

CCVI Code

(3 digits on back of card for MC/Visa or 4 digits on front of card for AMX)

Signature of card holder

Date



1047 Falmouth Road
Hyannis, MA 02601
Phone: 508-775-3442 - Fax: 508-790-2330

Proposal

Estimate Date

9/20/2023

Estimate #

23850

Bill To:

Rotch Jones Duff House
Attention: Dawn Salerno
396 County St
New Bedford, MA 02740

Service Location:

Rotch Jones Duff House

396 County St

New Bedford, MA 02740

Qty	Description	Location
1	Alarm.com Commercial Stream Video Recorder w/ 2x6 TB Hard Drive (12TB Total) - ESTIMATED 23 DAYS OF 24/7 RECORDING FOR 10 CAMERAS	To Be Located
1	Alarm.com Pro Series 4MP Bullet PoE Camera with Varifocal Lens	Exterior - Facing Garden
1	Alarm.com Pro Series 4MP Bullet PoE Camera with Varifocal Lens	Exterior - Patio
1	Alarm.com Pro Series 4MP Bullet PoE Camera with Varifocal Lens	Exterior - North Lawn Side Entry
1	Alarm.com Pro Series 4MP Bullet PoE Camera with Varifocal Lens	Exterior - 2nd FL -Cover North Lawn Entry
1	Alarm.com Pro Series 1080p Dome PoE Camera	Interior - Entry Hall Stairs
1	Alarm.com Pro Series 1080p Dome PoE Camera	Interior - Front Parlor
1	Alarm.com Pro Series 1080p Dome PoE Camera	Interior - 2nd Floor Hall
1	Alarm.com Pro Series 1080p Dome PoE Camera	Interior - Store
1	Alarm.com Pro Series 1080p Dome PoE Camera	Interior - 2nd Floor Back Stairway
1	Alarm.com Wireless Video Doorbell (Black) w/ Interior chime and Wifi Extender	Front Door

**Alarm.com PRO Video Commercial Services Package
w/ 5000 Stored/Saved Clips, Video analytics and
including Streaming Video Recorder Services.
\$64.95/month**

**50% Deposit Upon Signed Proposal
\$ 5,717.50**

Please Note: The proposal pricing is valid for 30 days

Subtotal:	\$11,435.00
Sales Tax:	\$0.00
Total:	\$11,435.00

Kelly A. Keane

Customer's Signature

Date



Estimate /Acct No: _____

MONITORING SECURITY SERVICES AGREEMENT

THIS AGREEMENT Dated 9/20/2023 by and between
Associated Alarm Systems, Inc 1047 Falmouth Road, Hyannis Massachusetts 02601 508-775-3442
{hereinafter referred to as "Company(s)" and hereinafter referred to as "Client"}

Rotch Jones Duff House

(Customer Name)	Attention: Dawn Salerno	New Bedford,	MA	02740
(Mailing Address)		(City/Town)		(Zip Code)

1. SERVICES

1.1. Equipment: Company agrees to provide, as part of the security services, the equipment listed on Schedule A or Estimate/Proposal attached hereto and made a part of this Agreement.

1.1.1. Equipment to be installed at the following location 396 County St New Bedford, MA 02740

1.1.2. Equipment installation charge \$11,435.00
Deposit Per Agreement \$5,717.50

1.2.3. ☐ Security equipment ownership transfers to Client (attached Schedule D - Equipment listed on Proposal.)

1.2.4. ☐ Monitoring equipment ownership remains with Company (attached Schedule H - Pertaining to Uplink Cellular Device or GSM Module)

1.2 Monthly Services: Client agrees to pay Company for security monitoring/service itemized below **TO: Associated Alarm Systems, Inc.** (address above).

Services:

o Extended Maintenance for
Customer Owned Equipment
(Schedule E)

\$

Monitoring Options

oPhone Line Monitoring

o Security o Fire/CO x 24 hour Test
oHeat Loss oWater

Monitoring Rates

X VIDEO Camera System

x 10 Video Cameras w/ Analytics
x 1 Streaming Video Recorder

\$ 64.95

Total Monitoring Charges Above \$64.95 /mo

****Upon signing of this Agreement payment will commence on the first day of the month following the estimated date of installation**** **1.3** The Service and Monitoring Charges are payable in advance:

o Semi Annual \$ **389.70**

o Annual \$

2. TERM OF THIS AGREEMENT

2.1 The primary term of this agreement shall be for a period of three (3) years from the date of first billing. This Agreement shall automatically renew for a period of three (3) years at the end of such primary term or any renewal term or any renewal term thereafter unless client shall have given written notice to Company sixty (60) days before the end of the primary or any renewal term.

3. SERVICE

3.1 Calls for Service or Sales assistance should be directed to Associated Alarm Systems, Inc. (508) 775-3442

4. ADDITIONAL TERMS:

4.1 This agreement consists of the terms contained on this page, the reverse side of this document and on any attachments indicated as follows:

☒ Schedule A or Estimate ☒ Schedule C (Central Station) ☒ Schedule D ☐ Schedule H (Uplink/Alarm.com Module)
☐ Schedule E ☐ Schedule F ☐ Schedule G (addendum)
☒ Call List ☒ Alarm.com Terms Agreement (if applicable) ☐ Notice of Cancellation

5. CLIENT SELECTED SERVICES:

5.1 Client acknowledges that where burglar and/or fire alarm or access control equipment is provided, the system is designed to detect entry only through those accesses and/or areas actually covered by the equipment listed on Schedule A of this Agreement, that such equipment performs only those functions, and the system is activated only under the circumstances explained to the Client. Further, Client acknowledges that (a) Company has explained the full range of protection, equipment and services available to Client; (b) Client desired and has contracted for only the equipment and services itemized on this Agreement; and (c) additional protection over and above that provided herein is available and may be obtained from Company at an additional cost to the Client.

5.2 CLIENT FURTHER ACKNOWLEDGES THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THIS SIDE AND THE REVERSE SIDE OF THIS DOCUMENT, PARTICULARLY PARAGRAPH 5 REGARDING COMPANY'S LIMITATIONS OF LIABILITY AND AGREES TO THE AMOUNTS SET FORTH THEREIN AS WELL AS THOSE TERMS AND CONDITIONS ON ANY SCHEDULE ATTACHED HERETO AND ACKNOWLEDGES RECEIPT OF A TRUE COPY OF ALL APPLICABLE SCHEDULES.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed the Agreement this

Date: _____

ASSOCIATED ALARM SYSTEMS, INC.

Representative: Kelly A. Keane

Authorized Signature :

Electronic Sign Authorization ☐ (check to accept to terms of this agreement as your authorized signature)

Notice of cancellation: The subscriber may cancel this contract at any time prior to midnight of the third business day of this transaction.

MONITORING TERMS AND CONDITIONS

1. Increase in Service Charges

1.1 Company shall have the right annually to increase the Service Charges provided for herein by the same percentage as the 12 month increase in the "Consumer Price Index" (all cities, all items) as published by the U.S. Department of Labor by giving Client thirty (30) days written notice in advance of the effective date of such increase. Company shall have the right to increase the Service Charges by an amount greater than the CPI provided that Client approves such an increase. Written notice of an increase greater than the CPI shall be given sixty (60) days in advance of the effective date of such increase, and Client's failure to deny the increase within thirty (30) days of notification shall constitute Client's agreement to such increase.

1.2 Charges for time and materials maintenance services are based upon Company's service rates in effect at the time of the service and are subject to change without notice.

2. Increases in Taxes or Other Fees

2.1 Client acknowledges that all charges for services set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any. Company shall have the right, at any time, to increase the monthly charges provided herein to reflect any additional taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the service(s) provided under the terms of this Agreement and Client agrees to pay the same.

3. Clients Duties as to Use of System

3.1 The Client shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. If any defect in operation of the system develops, or in the event of a power failure, interruption of telephone service, or other interruption at Client's premises. Client shall notify Company immediately. If space/interior protection (i.e. ultra-sonics, microwave, infrared, etc.) is a part of the system Client shall walk test the system in the manner recommended by Company.

3.2 When any device or protection is used, including, but not limited to space protection, which may be affected by turbulence of air, occupied airspace change or other disturbing conditions, Client shall turn off or remove all things, animate or inanimate, including, but not limited to all forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the alarm system is on. Client shall notify Company of any remodeling or other changes to the protected premises that may affect the operation of the system.

3.3 Client shall cooperate with Company in the installation, operation and maintenance of the system and shall follow all instructions and procedures which Company may prescribe for the operation of the system, the rendering of services and the provision of security for the premises.

4. Authorized Personnel

4.1 Client agrees to furnish forthwith a list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Client's premises and/or that should be notified in the event of an alarm. Client shall also furnish a written opening, closing and holiday schedule, if applicable to the services provided herein. Client agrees to provide all changes, revisions and modifications to the above to Company in writing in a timely manner.

5. Company is not an Insurer; Limitation of Liability

5.1 It is understood and agreed that Company is not an insurer; that insurance, if any, shall be obtained by Client; that the payments provided for herein are based solely on the value of the System and Services as purchased and subscribed for hereunder; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the System or Services supplied will avert or prevent occurrences which the System or Services are designed to detect or avert, or the consequences thereof. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations or services herein, including, but not limited to installation, monitoring, and extended maintenance service, or the failure of the System to properly operate, with resulting loss to Client because of, among other things:

(a) The uncertain amount or value of Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or Service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or others, should any of these parties be dispatched as a result of a signal being received;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to perform; or

(d) The uncertain nature of occurrences which might cause injury or death to Client or any other person which the System is designed to detect or avert.

5.2 Client understands and agrees that if Company should be found liable for loss or damage because of the failure of the System to perform properly or the failure of Company to perform any of its obligations or to provide any of the Services subscribed for herein, as set forth on all Schedules attached hereto including, but not limited to installation, service, monitoring, or the failure of any equipment installed by, or service performed by Company in any respect whatsoever, Company's liability shall not exceed a sum equal to the annual service charge payment contracted for herein or Two Hundred and Fifty Dollars (\$250.00), whichever is the lesser and this liability shall be exclusive, and that the provision of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly, to persons or property from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Company, its agents, assigns or employees.

5.3 If Client wishes Company to assume a greater liability as hereinabove set forth, Client may obtain from Company an increased limited liability by paying an additional annual service charge to Company. If Client elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as insurer. Such additional liability protection may also be obtained by Client from Client's insurance carrier.

6. Third Party Indemnification

6.1 When Client, in the ordinary course of business, has custody of the property of others, or the alarm system extends to protect property of others, Client agrees to and shall indemnify, defend and hold harmless Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including Company performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, warranty, or strict or product liability on the part of Company, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Company while on Client's premises.

7. Client's Purchase Order

7.1 It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Client's Purchase Order, this Agreement shall govern, whether such Purchase Order is prior or subsequent to this Agreement.

8. Assignees and/or Subcontractors of Company

8.1 Company shall have the right to assign this Agreement in whole or in part to any other person, firm or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, third party indemnification, shall insure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

9. Additional Services

9.1 Client agrees that Client may subscribe for or purchase additional services, equipment or security protection from Company at agreed prices by written purchase order or contract and that any such additional services, equipment or protection shall, except for the price, be governed exclusively by this Agreement.

9.2 The Client agrees that unless authorized by Company, any alterations, removal or tampering with the equipment or the attaching of any device, contrivance or apparatus to the equipment or any part thereof, shall operate to void any warranties provided herein.

9.3 If any agency or bureau having jurisdiction, or Client by his or its own act shall require or make necessary any changes in the equipment originally installed Client agrees, on demand, to pay for the reasonable cost of such changes.

10. Default/Termination

10.1 In the event (i) Client fails to pay any amount due for the System, (ii) Client fails to comply with any of the terms and conditions hereof, (iii) Client makes an assignment for the benefit of creditors, (iv) an order for relief is entered against Client under any chapter of the National Bankruptcy Code as amended, (v) a receiver or trustee is appointed for all or substantially all of the assets of Client, or (vi) there is a dissolution or termination of existence of Client, Company may pursue any one or more of the following remedies, which are cumulative and non-exclusive:

(a) Terminate all services subscribed for hereunder by giving five (5) days written notice to Client, and recover all amounts then due to Company.

(b) Take possession of all Company owned equipment.

(c) Recover from Client all amounts due hereunder.

(d) Pursue another remedy at law now or hereafter existing.

11. Delays or Interruptions

11.1 Company assumes no liability for delay in the installation of the system, or for interruption of services due to strikes, riots, floods, storms, earthquakes, hurricanes, fire, power failures, insurrection, interruption or unavailability of telephone or cable service, act of God, or for any other cause beyond the control of Company and will not be required to provide installation for or services to Client while interruption of services due to any such cause may continue.

11.2 Company assumes no liability for delay of installation or service due to non-cooperation of the Client or his agents in providing access to that area of the premises where the equipment is to be located or for delays or interruptions of installation or service on any device or devices of the Client or of others to which Company's equipment is attached. If Client is unable to have premises available for installation of equipment within ninety (90) days of date Company is ready to begin installation, Client shall pay any additional labor or equipment costs incurred by Company due to price increases occurring after the ninety (90) day period has expired. Such additional costs shall be limited to actual increases in prices and shall be payable upon demand.

12. Insurance

12.1 Company acknowledges that it carries Worker's Compensation and general liability insurance applicable to work performed under this Agreement.

13. Telephone Service

13.1 Client agrees to furnish any necessary telephone service or telephone lines at Client's own expense. Any and all telephone company charges shall be billed to Client's telephone bill unless specified otherwise in Paragraph 2 on the front side of this Agreement.

14. Electrical Current

14.1 The Client agrees to furnish any necessary electrical service and current through the Client's meter and at the Client's sole expense.

15. Title Clause

15.1 Paragraph titles used in this Agreement are for reference only and are not to be construed as governing the construction of the specific provisions in this Agreement.

16. Payments; Delinquencies

16.1 Payment shall be due upon the receipt of invoices by Client unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the maximum allowable rate. All payments shall be due and payable at Company's office set forth on the front hereof. If an attorney is employed to collect any amount due Company, Client agrees to pay Company reasonable attorney's fees and costs incurred when permitted by applicable law. If Services are discontinued because of Client's past due balance, and if Client desired to have the monitoring service reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company at a reasonable amount.

17. Entire Agreement; Modification; Waiver

17.1 This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing signed by the parties or their duly authorized agent. No waiver or a breach of any term or condition of the Agreement shall be construed to be a waiver of any succeeding breach.

_____(initial)

SCHEDULE D
SECURITY SERVICES WITH EQUIPMENT OWNERSHIP
TRANSFERRED TO CLIENT

The Client hereby purchases the equipment itemized on Estimate/Proposal or Schedule "A" altogether with all additions and substitutions thereto:

1. LIMITED WARRANTY:

1.1 Company hereby warrants that all of the material installed is as agreed to and specified and is in accordance with the manufacturer's specifications. In the event that any parts in the system shall become defective or in the event that any repairs shall be required, Company hereby agrees to make all repairs and replacements of parts without cost to the Client for a period of one year for equipment and one year for labor from the date of installation. Company reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at the time of replacement.

1.2 If Client should discover a defect in the products purchased under this Agreement, Client should immediately contact Company's service department, in writing or by telephone, at the address and telephone number set forth in this Agreement and fully describe the nature of the defect, so that repair service may be rendered. Repair service will be conducted during normal business hours unless otherwise requested by Client, in which case Client agrees to pay for such service at Company's overtime rates in effect at the time.

1.3 However, Client shall pay Company's standard service charge for any service to equipment within such ninety (90) day period which is required because of parts which are damaged or become defective through the negligence of and/or misuse by Client, Client's failure to properly close a protected access or to repair any damage to foiled glass, windows, or doors. Company shall not be responsible for any injury or damage arising through careless or improper use of system or equipment, fire or theft, vandalism, or water damage.

1.4 Except as set forth in Section 1.1, Company makes no other express warranties. Company does not represent nor warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. This warranty does not cover any damage to material or equipment caused by accident, misuse, or negligence by Client, i.e. Client failure to close a protected access or to repair any damage to foiled glass, windows or doors, fire, theft, vandalism, water damage, attempted unauthorized repair service, modification or improper installation by anyone other than Company. Company shall not be liable for consequential damages. All implied warranties, including the warranties of merchantability of fitness for a particular purpose, are limited in duration to the term of the express warranty.

1.5 Some states do not allow limitations on how long an implied warranty lasts and do not allow the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights and you may also have other rights which may vary from state to state.

2. TITLE, RISK OF LOSS:

2.1 Company shall retain ownership of and title to the system or equipment until full payment of the purchase price for the system has been received. Until the full purchase price is paid, Client shall not in any manner assign, sell, mortgage, lease, loan, transfer or permit any encumbrance upon this Agreement or the system. The system shall remain personal property irrespective of the manner of its attachment to realty. Client agrees that until all amounts due hereunder are fully paid, Client shall be responsible for any loss of or damage to the system, including but not limited to fire and/or theft. The loss of or damage to the system shall not relieve the Client of any obligation hereunder.

3. AUTHORIZATION TO INSTALL:

3.1 Client warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation of the system under all conditions set forth herein.

3.2 Company is hereby authorized to install the system and to make any preparation such as drilling holes, driving nails, making attachments or doing other things necessary or pertinent to the installation of the system.

3.3 Company shall install the system during normal business hours, or at such other times as may be mutually agreed upon between the parties.

4. ACCEPTANCE OF INSTALLATION:

4.1 Any error or omission in the installation of the system must be called to the attention of Company in writing within thirty (30) days after completion of installation. Upon the expiration of said thirty (30) days, the installation shall be deemed totally satisfactory to and accepted by Client.

5. NO SERVICE OR MONITORING PROVIDED:

5.1 Company shall not be obligated to provide non-warranty service, monitoring or patrol of any type in connection with the system installed for Client, unless Client has subscribed for such services.

6. CHANGES IN SYSTEM; CLIENT'S DUTIES:

6.1 Client shall be responsible for and shall pay to Company the cost of any additions or changes to the system that may be requested or required after the signing of the Agreement by the Client or by any governmental or regulatory authority or any insurance agency or institution. All such additions, corrections or changes shall be in writing.

6.2 Client has approved the location of the control panel, key switches, audible devices, junction boxes, transformers, and all protective devices. Any changes of location requested by Client or necessitated by undisclosed obstacles or obstructions will be at an additional expense to Client.

_____(initial)

SCHEDULE C

CENTRAL STATION MONITORING SERVICE

1. SYSTEM OPERATION:

1.1 Client or Client's authorized representatives shall carefully and properly operate the alarm system as described in the operating instructions provided. Client shall carefully test the system in a manner prescribed by Company at such intervals as required to be assured of the continual operation of the system in a satisfactory manner.

2. HOLD-UP AND BURGLAR ALARM PROCEDURES:

2.1 Upon receipt of a burglar or hold-up alarm signal; Company will telephone the Police Department and/or others as specifically designated in the Client's Authorization Schedule, which is required by this Agreement. It is understood that Company is not obligated under any circumstances to send any employee or other person to the premises of the Client in response to an alarm signal unless specifically provided for under separate agreement.

3. FIRE ALARM PROCEDURES:

3.1 Upon receipt of a fire alarm signal; Company will telephone Fire Department and/or others as specifically designated in the Client's Authorization Schedule, which is required by this Agreement. It is understood that Company is not obligated under any circumstances to send any employee or other person to the premises of the Client in response to an alarm signal.

4. MEDICAL ALERT PROCEDURES:

4.1 Upon receipt of a Medical Alert call or signal; Company will telephone the Client's premises and; (1) if the person reports that no assistance is required, Company will record the signal but will not call emergency medical service or other designated persons; (2) if there is no answer or if there is a busy signal or if any person answering requests assistance, Company will telephone emergency medical service and/or others as specifically designated in the Client's Authorization Schedule, which is required by this Agreement.

5. NO EMERGENCY CONDITION:

5.1 Company may elect to verify all burglar alarm and fire alarm signals by calling Client's premises prior to notifying the appropriate police, fire department, patrol service or others. Company may elect **not** to dispatch the police, fire department, patrol service or others, if it has reasonable cause to assume that an emergency condition does not exist.

6. TRANSMISSION FACILITIES:

6.1 **Telephone Transmission** Client acknowledges that if Company utilizes telephone line transmission, the signals from Client's alarm system are transmitted over Client's regular telephone service to Company, and in the event Client's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Client's alarm system will not be received by Company during any such interruption in telephone service and the interruption will not be known to Company. Client further acknowledges and agrees that signals which are transmitted over telephone company lines are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone company or utility. Client agrees to furnish any necessary telephone service or telephone lines at Client's own expense. Any and all telephone company charges shall be billed to Client's telephone bill, unless specified otherwise under paragraph 2 on the front of this Agreement. Any increased telephone company charges shall be borne by Client, and if charged directly to Company, shall be added to the periodic charges billed to Client. **Client acknowledges that activation of the alarm system will interrupt and disconnect any telephone call in progress.**

6.2 Alternate Transmission

6.2.1 Client acknowledges that if Company utilizes cable, the signals from Client's alarm system are transmitted over independent cable facilities. Client acknowledges and agrees that the cable is wholly beyond the control and jurisdiction of Company and is maintained and serviced by the applicable company. Client shall pay for all charges made by the cable company for the installation of the cable to Client's premises, and Company shall pay all monthly service charges of cable lines connecting Client's protected premises to Company.

6.2.2 Client acknowledges that Company may elect to provide signal transmission by a radio system in lieu of telephone lines. That such transmission is subject to environmental factors, both natural and manmade that are wholly beyond the control of Company

7. CONDITION BEYOND CONTROL OF COMPANY:

7.1 Company will use its best efforts to carry out its duties hereunder promptly, but shall not be responsible for delays or failure to respond by reason of busy telephone facilities, failure of telephone equipment, or failure of telephone lines due to weather or other conditions, or otherwise for any conditions beyond the control of Company.

8. SERVICE CALLS:

8.1 In the event Company's representative is sent to the Client's premises in response to a service call or alarm signal caused by the Client improperly following operating instructions or failing to close or properly secure a window, door, or other protected access or area, or to silence an alarm when a person specifically designated in the Client's Authorization Schedule cannot be located to silence said alarm, there shall be an additional service charge to the Client.

9. FALSE ALARMS:

9.1 In the event Client shall cause an excessive number of false alarms through the carelessness of Client or the malicious or accidental use of the alarm system or in the event Client shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of this agreement on the part of Client and Company may, at its option, in addition to all other legal remedies, be excused from further performance upon the giving of ten (10) days written notice to Client. Company's excuse from performance will not affect Company's right to recover damages from Client. In the event a fine, penalty or fee shall be assessed against Company by any governmental or municipal agency as a result of any false alarm originating from Client's premises, Client agrees to forthwith reimburse Company for payment of the said false alarm fine, penalty or fee. In the event Company shall dispatch an agent to respond to a false alarm originating from Client's premises, where Client intentionally or negligently activates the alarm system and no emergency condition exists, then and in that event Client is to pay Company the sum set by Company according to its schedule of charges at the time of the false alarm.

9.2 In the event that Client's burglar alarm dispatch rights are suspended or placed on non-priority status by the police or other governmental agency due to an excessive number of false alarms, Client agrees that Company may require Client to give verbal approval of all alarm dispatches and that such dispatches be delayed until such approval can be obtained so long as such suspension or non-priority status exists.

 (initial)

CARETAKER - CALL LIST

ASSOCIATED ALARM SYSTEMS
Fax (508) 790-2330 www.associatedalarms.com

WE ARE UNABLE TO MAKE YOUR ACCOUNT ACTIVE UNTIL WE RECEIVE THIS INFORMATION

Name/location of monitored system:

Name Address

Business Name (if applicable, please enter owner or authorized person above)

Premise Phone Number

RESPONSIBLE PERSON (CARETAKER/CALL LIST) INFORMATION

We strongly recommend the following guidelines:

- List at least three (3) people that can be called in case of an alarm condition.
- Assign a separate password* for each house/business key distributed.
- Give out different key pad codes to each person on your list.

1. Name: _____ Address: _____
Phone: _____ Key Pad Code: _____ Password: _____

2. Name: _____ Address: _____
Phone: _____ Key Pad Code: _____ Password: _____

3. Name: _____ Address: _____
Phone: _____ Key Pad Code: _____ Password: _____

4. Name: _____ Address: _____
Phone: _____ Key Pad Code: _____ Password: _____

* 'Password' refers to the word or number used to identify you or your caretaker when calling our operators to cancel an alarm that was accidentally tripped, update information on your account, place your account on 'no action' or 'disregard' and review history.



SSSH3, Inc.

d/b/a

Alarm New England

www.AlarmNewEngland.com

CT 105998 | MA 22213A, C1495 | RI 2068, TSC3188, AF09201, AF09049 | VT EM-06632 | NH 14073M | ME MS60021297

65 Inwood Road
Rocky Hill, CT 06067

26 Hemingway Drive
Riverside, RI 02915

1270 Route 28A
Cataumet, MA 02534

6 County Road
Mattapoisett, MA 02739

29 Water Street
Suite 302
Newburyport, MA 01950

COMMERCIAL ALARM SALES/MONITORING/SERVICE CONTRACT

Date: September 21, 2023

Subscriber's Name: Rotch-Jones-Duff House & Garden Museum

Site Address: 396 County St New Bedford, MA 02740

Bill to Address: 396 County St New Bedford, MA, 02740

Telephone No.: (508) 997-1401 Fax No.: () - Email Address: dsalerno@rjdmuseum.org

Billing Method: ☐ No bill required; receipt will be credit card or bank statement ☒ US Mail

SSSH3, Inc. d/b/a Alarm New England (hereinafter referred to as "ANE") agrees to sell and install and/or provide monitoring services and/or provide maintenance services, at Subscriber's premises, and Subscriber agrees to buy:

EQUIPMENT SALES

An electronic security and/or fire alarm system, consisting of Equipment and Installation charges as

☒ Described below in Schedule of Equipment Installation

☐ Described in Attachment "A"

☐ Described in ANE

Proposal 44398-1-0 dated September 20, 2023

Total Purchase Price: \$5,488.82

Sales Tax: \$214.51

Total: \$5,703.33

Down payment: @ 50.00% \$2,851.67

Balance Due Upon

Completion: \$2,851.67

Additional fee for
pass-through costs, due
upon receipt: TBD

MONITORING & RELATED SERVICES

INSTALLATION AND SERVICE CHARGES:
Subscriber agrees to pay ANE:

- Interactive App
- IP/Cellular Communication
- Alarm System Monitoring

(a) An initial one-time payment of \$5,488.82 plus tax, for the installation and programming of the communication software and transmitter, if not already installed.

(b) The monthly sum of \$57.99, plus tax, payable Monthly in advance for monitoring and services for the term of this agreement. Charges commence on the date on which the transmission equipment has been successfully tested, and shall be pro-rated for the actual days in service during the first month. Subsequent billings cover the first day of the month next succeeding the test date, and continue accordingly thereafter, all payments being due on the first day of the billing period.

SERVICE

SERVICE AND INSPECTION OPTIONS: as indicated below (a or b; c is optional)

(a) ☒ PER CALL OPTION

Subscriber agrees to pay ANE on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay ANE for all parts and labor at time of service.

(b) ☐ WARRANTY OPTION

Subscriber agrees to pay the monthly sum of \$0.00, plus tax, payable monthly in advance for the term of this agreement, commencing the first day of the month next succeeding the successful test date, all payments being due on the first of the month.

(c) ☐ INSPECTION OPTION

Subscriber agrees to pay the monthly sum of \$0.00, plus tax, payable monthly in advance, for inspection service. If this option is selected, ANE will make an annual inspection of the security and/or fire system. ANE will notify Subscriber in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection per year is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection.

Initial

MONITORING TERMS

1. **COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF ANE:** ANE shall instruct Subscriber in the proper use of the security system, and shall install program and service communication software on Subscriber's premises. The communication software shall remain the sole personal property of ANE and shall not be considered a fixture or a part of Subscriber's realty. No apparatus or device shall be attached to or connect with the security system as originally installed without ANE's written consent. Communication software is part of the instrument panel programmed to transmit a signal. Passcode to CPU software remains property of ANE. Provided Subscriber performs this agreement for the full term thereof, upon termination, ANE shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

2. **TERM:** The term of the MONITORING paragraph (b) shall be for a period of five years and shall automatically renew for additional terms of five years thereafter under the same terms and conditions unless either party gives written notice to the other by certified mail, return receipt requested, of its intention not to renew the contract at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof, ANE shall be permitted from time to time to increase the MONITORING charge by an amount not to exceed nine percent (9%) each year and Subscriber agrees to pay such increase. The Subscriber agrees to pay, in addition to the Monitoring & Services, Full-Term Warranty option and Inspection option, all proportionate taxes, fees, or charges imposed by any local, state, or federal agency including but not limited to permit fees, alarm registration fees and alarm response fees.

3. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from the communication software, ANE or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of ANE or ANE's designee communication center, and ANE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of ANE and are not maintained by ANE and, therefore, ANE shall not be responsible for any failure which prevents transmission signals from reaching its monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish ANE with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to ANE in writing. Subscriber authorizes ANE to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting ANE to monitor video or sound, then, upon receipt of an alarm signal, ANE shall monitor video or sound for so long as ANE in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests ANE to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay ANE \$50.00 for each such service. ANE may, without prior notice and in its sole discretion, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event ANE's facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. ANE is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

4. **REMOTE SERVICES ACCESS:** If Remote View Camera(s) or Remote Keypad Control Module is included in the schedule of equipment to be installed by ANE and remote services are also to be provided, the equipment will transmit data via either Subscriber's high speed internet service or ANE provided GSM service for Remote Keypad Control only, to Subscriber's device which is compatible with ANE's remote services server. ANE will grant Subscriber access to the remote services server, thereby permitting Subscriber to monitor the security system, access the system to arm and disarm the system, and view the remote video camera(s). The remote services server is provided either by ANE or a third party. ANE shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. ANE shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

5. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high speed internet access at Subscriber's premises. In consideration of Subscriber making monthly payments for access to ANE's online account management website, ANE will provide Subscriber with a unique passcode to access ANE's website, which provides Subscriber with access to Subscriber's security system. ANE is not responsible for Subscriber's access to the internet or any interruption of service or down time of remote access. Subscriber acknowledges that Subscriber's security system can be compromised if the internet codes or devices used for access are lost or accessed by others and ANE shall have no liability for such third party unauthorized access. ANE is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. ANE is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense.

SERVICE TERMS

6. **SERVICE:** Service includes all parts and labor. Upon Subscriber's request and within a reasonable time after receiving Subscriber's request, ANE shall service the security system installed in Subscriber's premises between the hours of 8 a.m. and 5 p.m. Monday through Friday, exclusive of Saturdays, Sundays and legal holidays. Repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without ANE's written consent. Any apparatus attached to or connected with the security system without ANE's written consent voids all applicable warranties and will be removed at Subscriber's expense payable at time of service.

7. **TERM:** The term for SERVICE paragraph (b) shall be for a period of five years and shall automatically renew for additional terms of five years thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof, ANE shall be permitted from time to time to increase the SERVICE charge by an amount not to exceed nine percent (9%) each year and Subscriber agrees to pay such increase.

LIMITED WARRANTY ON SALE

8. In the event that any part of the security system becomes defective, or in the event that any repairs are required, ANE agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. ANE reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. ANE is not the manufacturer of the equipment. Other than ANE's limited warranty, Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under the manufacturer's warranty coverage, if any.

Except as set forth in this agreement, ANE makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. ANE does not represent or warrant that the security system may not be

Initial

compromised or circumvented; that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. Unless prohibited by law, ANE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

This limited warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than ANE. ANE shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by ANE shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on ANE's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no warranties which extend beyond those on the face of this agreement. Subscriber's exclusive remedy for ANE's breach of this contract or negligence to any degree under this contract is to require ANE to repair or replace, at ANE's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 6 & 7 of this agreement. The warranty gives subscriber specific legal rights and subscriber may also have other rights which may vary from state to state. If required by law, ANE will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

9. FIRE ALARMS: Unless the Schedule of Equipment and Services provides for a fire alarm system to code ANE makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then ANE will install fire alarm equipment pursuant to AHJ requirements. Subscriber agrees that any equipment required by the AHJ not specified in the Schedule of Equipment and Services shall be an extra to this agreement to be paid for by Subscriber at time said additional equipment is requested.

10. DELAY IN INSTALLATION: ANE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ANE's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of ANE, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site.

11. CANCELLATION DURING INSTALLATION PERIOD: In the case of cancellation by Subscriber prior to successful test transmission date, regardless of reason, Subscriber shall be liable to ANE for all material and labor costs incurred to the date of cancellation notice, plus 25%. In no case shall cancellation charges exceed the "Total" for Equipment Sales, as defined on page 1.

12. TESTING AND SERVICE OF COMMUNICATION SOFTWARE: Communication software, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the communication software and to notify ANE if it is in need of repair. ANE shall not be required to service the communication software unless it has received notice from Subscriber, and upon such notice, ANE shall service the communication software within a reasonable time, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. Any repair or other services provided by ANE to Subscriber's alarm or security equipment shall be at ANE's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at the time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and ANE fails to repair the communication software, Subscriber agrees to send notice in writing by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the communication software remains inoperable. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by ANE, evidencing that service was requested by Subscriber. It shall be Subscriber's sole responsibility to maintain the communication hardware and Subscriber's alarm equipment and system in working order.

13. ALTERATION OF PREMISES FOR INSTALLATION: ANE is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ANE's sole discretion for the installation and service of the security system. ANE shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system. Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

14. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ANE.

15. LIEN LAW: ANE or any subcontractor engaged by ANE to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

16. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless ANE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by ANE's performance, negligence or failure to perform any obligation under this agreement. The parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ANE or ANE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without the written consent of ANE. ANE shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

17. EXCULPATORY CLAUSE: ANE and Subscriber agree that ANE is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though ANE does not guarantee that no loss will occur. ANE is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ANE's negligent performance, failure to perform any obligation or strict products liability. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases ANE from any claims for contribution, indemnity or subrogation.

18. LIMITATION OF LIABILITY: Subscriber agrees that should Subscriber suffer any damages as a result of ANE's negligent performance or failure to perform any of ANE's obligations, or because of equipment failure, or on account of products liability, ANE's liability shall be limited to \$500.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. This shall not be construed as insurance coverage.

I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY PROVISION

(INITIAL)

Initial

19. **LEGAL ACTION / EARLY TERMINATION / AGREEMENT TO ARBITRATE:** If ANE prevails in any litigation between the parties, Subscriber shall pay ANE's legal fees. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by ANE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against ANE must be commenced within one year of the accrual of the cause of action or shall be barred. Subject to Subscriber's right to bring any claim against ANE for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this contract, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. The arbitrator is authorized to conduct proceedings by telephone, video or by submission of papers. Service of process or papers in any legal proceeding between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of Connecticut and agrees that any litigation between the parties must be commenced and maintained in the county where the security equipment is installed. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. All actions or proceedings against ANE must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ANE in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

The parties agree that due to the nature of the services to be provided by ANE, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of ANE's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix ANE's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ANE, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 75% thereof as liquidated damages and ANE shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A LEGAL ACTION/EARLY TERMINATION/AGREEMENT TO ARBITRATE _____ (INITIAL)

20. **ANE'S RIGHT TO SUBCONTRACT SERVICES:** Subscriber agrees that ANE is authorized and permitted to subcontract any services to be provided by ANE to third parties who may be independent of ANE. ANE shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints ANE to act as Subscriber's agent with respect to such third parties, except that ANE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ANE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of ANE.

21. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify ANE in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber is responsible for removal of such conditions. In the event ANE discovers the presence of suspected asbestos or other hazardous material, ANE shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate ANE for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If ANE, in its sole discretion, determines that continuing the work poses a risk to ANE or its employees or agents, ANE may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate ANE for all services rendered and material provided to date of termination. ANE shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall ANE be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

22. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of ANE assigned by ANE to perform any service for or on behalf of Subscriber for a period of two years after ANE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, ANE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with ANE, times twelve, together with ANE's counsel and expert witness fees.

23. **FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ANE for any fines relating to permits or false alarms. ANE shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ANE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ANE for such service or material.

24. **SECURITY INTEREST/COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants ANE a security interest in the security equipment installed by ANE and ANE is authorized to file a financing statement.

25. **FULL AGREEMENT/SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except ANE's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein.

Initial

PLEASE ACKNOWLEDGE THAT THE REGISTRATION OF YOUR ALARM SYSTEM WITH THE LOCAL POLICE OR FIRE DEPT WAS EXPLAINED : _____(INITIAL)

☐ Subscriber agrees to have its credit card automatically charged for all charges under this contract. No monthly bill will be sent from ANE. *In order to better protect credit card information, an ALARM NEW ENGLAND customer service representative will contact you for billing information via phone.*

☐ Subscriber authorizes ANE to initiate an ACH or electronic payment that will automatically be debited from Subscriber's bank account for all charges under this contract. Funds may be withdrawn from your bank account as soon as the same day we process your payment. No monthly bill will be sent. *Please attach a voided check.*

SSSH3, Inc. d/b/a ALARM NEW ENGLAND:

Authorized Signature

By: Don Bliss

Date: _____

SUBSCRIBER SIGNATURE

Print Name

Date: _____

Initial



SSSH3, Inc.

d/b/a

Alarm New England

www.AlarmNewEngland.com

CT 105998 | MA 22213A, C1495 | RI 2068, TSC3188, AF09201, AF09049 | VT EM-06632 | NH 14073M | ME MS60021297

65 Inwood Road
Rocky Hill, CT 06067

26 Hemingway Drive
Riverside, RI 02915

1270 Route 28A
Cataumet, MA 02534

6 County Road
Mattapoisett, MA 02739

2 Park Plaza
Suite 205
Boston, MA 02116

COMMERCIAL ALARM SALES/MONITORING/SERVICE CONTRACT

Schedule of Equipment for Proposal No. 44398-1-0

QTY	Description	Location
1.00	QOLSYS IQP4 PANEL, POWERG/DSC, VERIZON, 433 MHZ	
1.00	POWERG TEMPERATURE DETECTOR	
2.00	POWERG CARBON MONOXIDE DETECTOR	
1.00	POWERG FLOOD DETECTOR	
1.00	DSCPG9936H PowerG Wireless Heat Detector	
1.00	SINGLE OUTLET SURGE PROTECTOR	
18.00	POWERG, MIRROR OPTIC PIR, COMMERCIAL GRADE MOTION	
5.00	POWERG, DOOR/WINDOW CONTACT COMMERCIAL	
4.00	POWERG INDOOR SIREN	
8.00	POWERG SMOKE/HEAT DETECTOR	

Initial

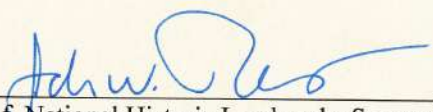
WILLIAM ROTCH, JR. HOUSE
New Bedford, Massachusetts

Designated a
NATIONAL HISTORIC LANDMARK

By the Secretary of the Interior on
April 05, 2005

Under the authority of the Historic Sites Act of 1935,
this site has been found to possess exceptional significance in
illustrating or commemorating the history of the United States for the
benefit and inspiration of the American people.




Chief, National Historic Landmarks Survey
National Park Service



PROPERTY PROTECTION BY

Associated
ALARM
Systems, Inc.

1-800-322-3339

CENTRAL STATION

TUE SEPT 12
12:34 PM P1



Activate a panic alarm
Press center of button firmly
and hold for at least 3 seconds.

Disarm to off/cancel an alarm
Press 1 then CODE.

Arm to stay

1. Close all doors and windows.
2. Press 2 then CODE.
3. If staying, also press 4 (no delay) to make delay doors instant.

Arm to away

1. Close all doors and windows.
2. Press 3 then CODE.
3. Exit through a delay door.

Bypass sensors

1. Arm system to stay or away.
2. Press 0, CODE, then zone number.

Turn chime on/off

1. Disarm to off.
2. Press 7 then 1.

Turn all lights on/off

- Press 0 then 0. Controlled lights
turn on/off.

Zone Descriptions

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____





AIPHONE JF-2MED



CALL

PLAY

REC

MENU



MEMO

MONITOR



TALK



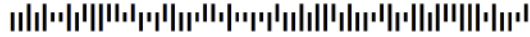
Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1365829408
Notice Date: November 12, 2023
Case ID: 0-002-235-436



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ROTCH JONES DUFF HOUSE & GARDEN M
396 COUNTY ST
NEW BEDFORD MA 02740-4934

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ROTCH JONES DUFF HOUSE & GARDEN MUSEUM INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Internal Revenue Service
District Director

G.P.O. BOX 1680
BROOKLYN, NY 11202

Department of the Treasury

Date: JAN 6 1986

RODCH JONES DUFF HOUSE AND GARDEN
MUSEUM INC
396 COUNTY STREET
NEW BEDFORD, MA 02740

Employer Identification Number:
04-2859088
Contact Person:
MICHAEL SCIAME
Contact Telephone Number:
(718) 780-6134

Our Letter Dated:
January 5, 1986
Caveat Applies:
NO

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under Code section 501(c)(3) is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

ROTH JONES DUFF HOUSE AND GARDEN

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Eugene D. Alexander". The signature is written in a cursive style with a large, prominent initial "E".

Eugene D. Alexander
District Director

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 1680, GPO Brooklyn, N.Y. 11202

Date: JAN 17 1986

Rotch - Jones - Duff House and
Garden Museum, Inc.
396 County Street
New Bedford, MA 02740

Employer Identification Number:
04-2859088
Accounting Period Ending:
August 31st
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Ends:
August 31, 1987
Person to Contact:
J. McGovern
Contact Telephone Number:
(617) 223-6434

COPY

Dear Taxpayer:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for further periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Letter 1045(DO)(6-77)

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service has given notice that you would be removed from classification as a section 170(b)(1)(A)(vi) organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000*, or \$25,000 for years ended on or after December 31, 1982. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

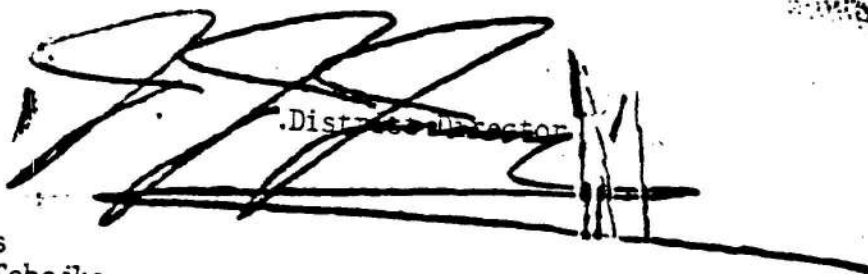
You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-1. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

cc: Richard B. Tobojka,
Henry C. Rodrigues, CPA's
c/o Rodrigues, Guckin, & Tobojka
27 South Sixth Street
New Bedford, MA 02740

You are advised that receipts from unrelated functions may be subject to tax on unrelated business income pursuant to Sections 511 - 515 of the Internal Revenue Code.

* For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000 are excused from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

cf. of Municipal Lien
4-12-85
1917-248

3623

QUITCLAIM DEED

WATERFRONT HISTORIC AREA LEAGUE OF NEW BEDFORD, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its principal office at 13 Centre Street, New Bedford, Bristol County, Massachusetts, for consideration paid, and in full consideration of (\$106,885.32) One hundred six thousand eight hundred eighty-five and 32/100 Dollars, grants to the ROTCH-JONES-DUFF HOUSE and GARDEN MUSEUM, INC., a Massachusetts corporation having its principal office at 396 County Street, New Bedford, Massachusetts, with Quitclaim covenants, the land in said New Bedford, together with buildings thereon, bounded and described as follows:

Beginning at the Northwest corner of said Lot, at the intersection of County Street and Madison Street; thence

Southerly in the East line of County Street about two hundred and four feet six inches (204' 6") to the North line of Cherry Street; thence

Easterly in said North line of Cherry Street about two hundred and seven feet (207') to the West line of Seventh Street; thence

Northerly in said West line of Seventh Street about two hundred and three feet six inches (203' 6") to the South line of said Madison Street; and thence

Westerly in said South line of said Madison Street about two hundred twenty-six feet (226') to the place of beginning.

Containing about one hundred and sixty-two and seven-tenths rods.

Being the same premises conveyed to the Grantor by deed of Beatrice P. Duff, dated November 30, 1981 and recorded in said Registry at Book 1833, Page 85.

The above described premises are conveyed subject to the following:

1. Lease between the Grantor and the Garden Club of Buzzards Bay, Inc., dated July 16, 1982, with the Notice of Lease recorded in said Registry at Book 1848, Page 68.
2. Preservation restrictions imposed by the Commonwealth of Massachusetts, through the Massachusetts Historical Commission, dated January 27, 1984 and recorded in said Registry at Book 1883, Page 787.
3. Real estate taxes, if any, for the fiscal year July 1, 1984 to June 30, 1985 which the Grantee herein by acceptance of this deed hereby assumes and agrees to pay.

The above described premises are conveyed subject to the following restrictions and covenants imposed for the benefit of all land owned by the Grantor in said New Bedford, all of which restrictions and covenants shall run with and bind the land to be conveyed and shall be binding upon the Grantee, its successors and assigns and shall inure to the benefit of the Grantor and its successors and assigns:

396 County Street
New Bedford, Massachusetts

341917-0543

1917PG0544

1. The Grantee covenants and agrees that the buildings and structures on the premises herein conveyed shall not be demolished and the exterior thereof shall not be altered from their appearance at the date of this conveyance except with the written consent of the Grantor. The provisions of this paragraph, without being limited to the following items, shall apply to the installation of storm windows and doors, shutters, aeriels, television antennae, signs, lighting fixtures, landscaping, additions, and the color and design of paint to be applied thereto.

2. In the event that the Grantee, by vote of a majority of the whole membership, determines that it is impractical to maintain and operate the property as a house and garden museum, and said majority of the whole membership votes to dissolve the corporation, then the Grantee shall thereupon forthwith convey said property to the Grantor, Waterfront Historic Area League of New Bedford, Inc., or its successors and assigns, to be held or disposed of, in accordance with the general corporate purposes of such corporation.

3. The restrictions and covenants set forth in Paragraph one (1) and paragraph two (2) shall not be construed to apply to bona fide mortgagees of the premises, or any part thereof, or to sales or other proceedings for the foreclosure thereof.

IN WITNESS WHEREOF, the said WATERFRONT HISTORIC AREA LEAGUE OF NEW BEDFORD, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Thomas N. Bucar, its President, hereunto duly authorized this 26th day of April, 1985.



WATERFRONT HISTORIC AREA LEAGUE
OF NEW BEDFORD, INC.

By: Thomas N. Bucar
President

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

MAR 26, 1985

Then personally appeared the above-named Thomas N. Bucar, President, and acknowledged the foregoing instrument to be the free act and deed of the WATERFRONT HISTORIC AREA LEAGUE OF NEW BEDFORD, INC., before me.

Kenneth F. Connolly
NOTARY PUBLIC

My Commission Expires: MAY 29, 1987

Waterfront Historic Area League of New Bedford, Inc.

Certificate of Vote of Directors

I, Berthold Putman, do hereby certify that I am the duly elected and qualified Clerk of Waterfront Historic Area League of New Bedford, Inc. and as such I have custody of the records of the Board of Directors of said corporation and that at a regular meeting of the Board of Directors of the corporation duly called and held at 396 County Street, New Bedford, Massachusetts, on December 18, 1984, a quorum of the Directors being present and voting at all times, the following resolution was unanimously adopted:

VOTED: that the corporation sell to the ROTCH-JONES-DUFF HOUSE and GARDEN MUSEUM, INC., a Massachusetts corporation having its principal office at 396 County Street, New Bedford, Massachusetts, for the consideration of the amount of principal and interest due on a demand note (approximately \$130,000) given by the corporation to BayBank Merchants, N.A., now BayBank Southeast, N.A., a parcel of real estate located at 396 County Street, New Bedford, Massachusetts, together with buildings and structures erected thereon and as more particularly described in the deed, subject to various restrictions and covenants outlined at the meeting and to be set forth in the deed conveying the property, and that the President or any Vice President be, and any one of them is, hereby authorized and directed in the name and on behalf of the corporation to sign, seal with the corporate seal, acknowledge and deliver any deed and other instrument of every nature which may be necessary to convey title to the Grantee.

I further certify:

1. that the corporation is duly organized and existing under the laws of the Commonwealth of Massachusetts.
2. that the foregoing vote has neither been amended nor rescinded and still is in full force and effect.
3. that said Vote is not in conflict with any provision of the Charter or By-laws of this corporation.
4. that Thomas N. Bucar is the duly elected and qualified President.

Dated at New Bedford, Massachusetts, the 26th day of March, 1985.

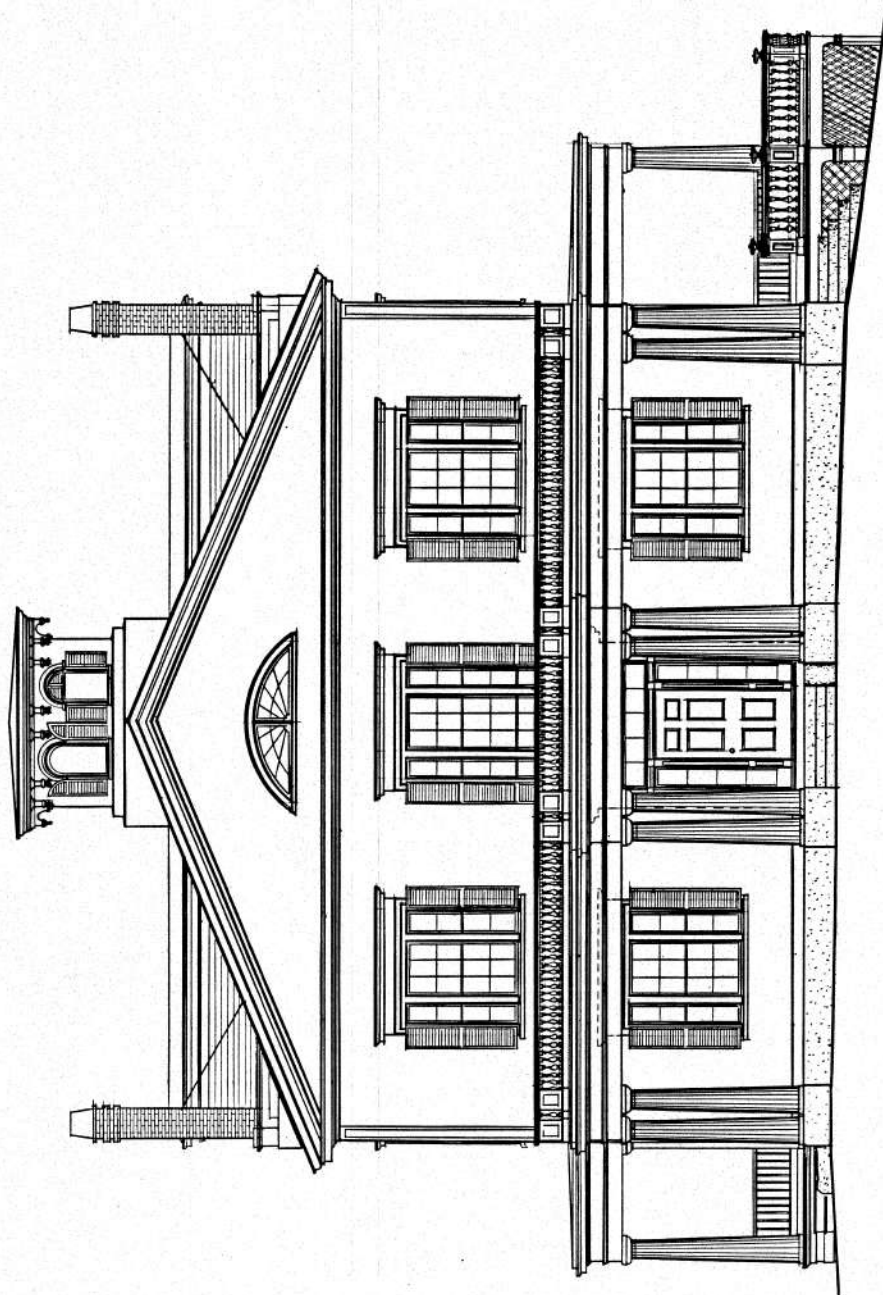
Attest: Berthold Putman
Berthold Putman, Clerk

Received & Recorded March 26, 1985 at 10:52 AM M.

Attest: John Jones Registrar

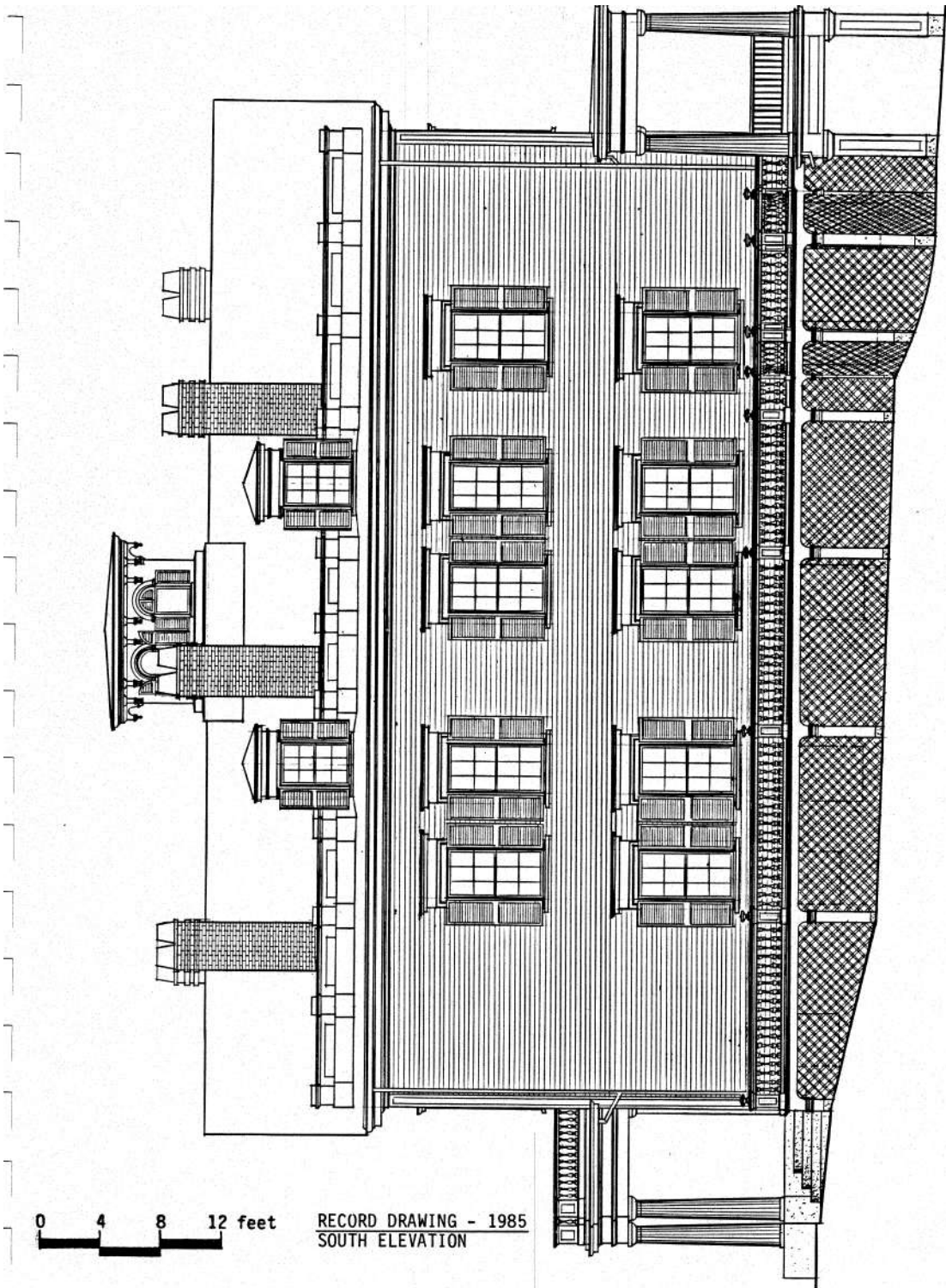
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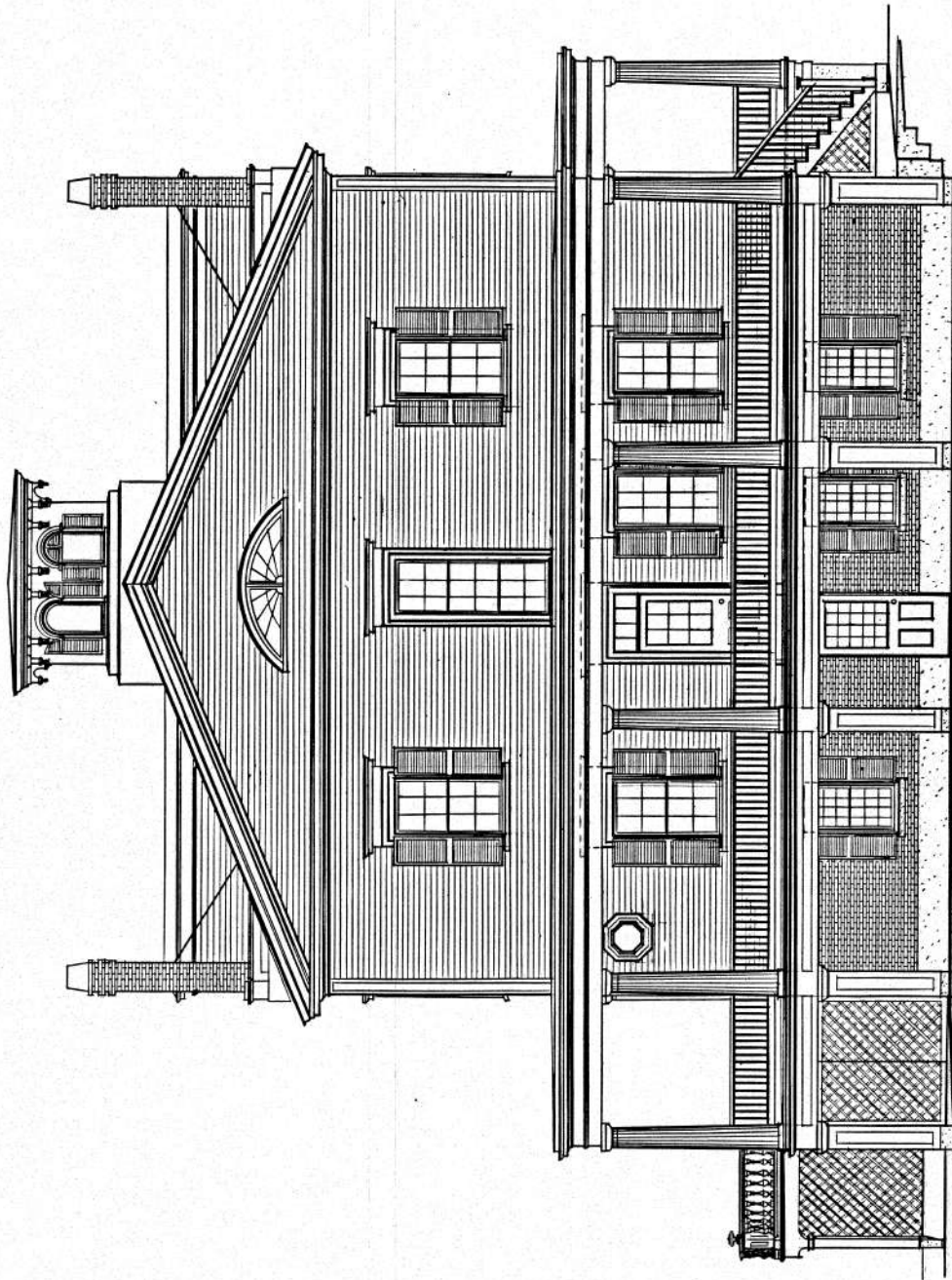
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RECORD DRAWING - 1985
WEST ELEVATION



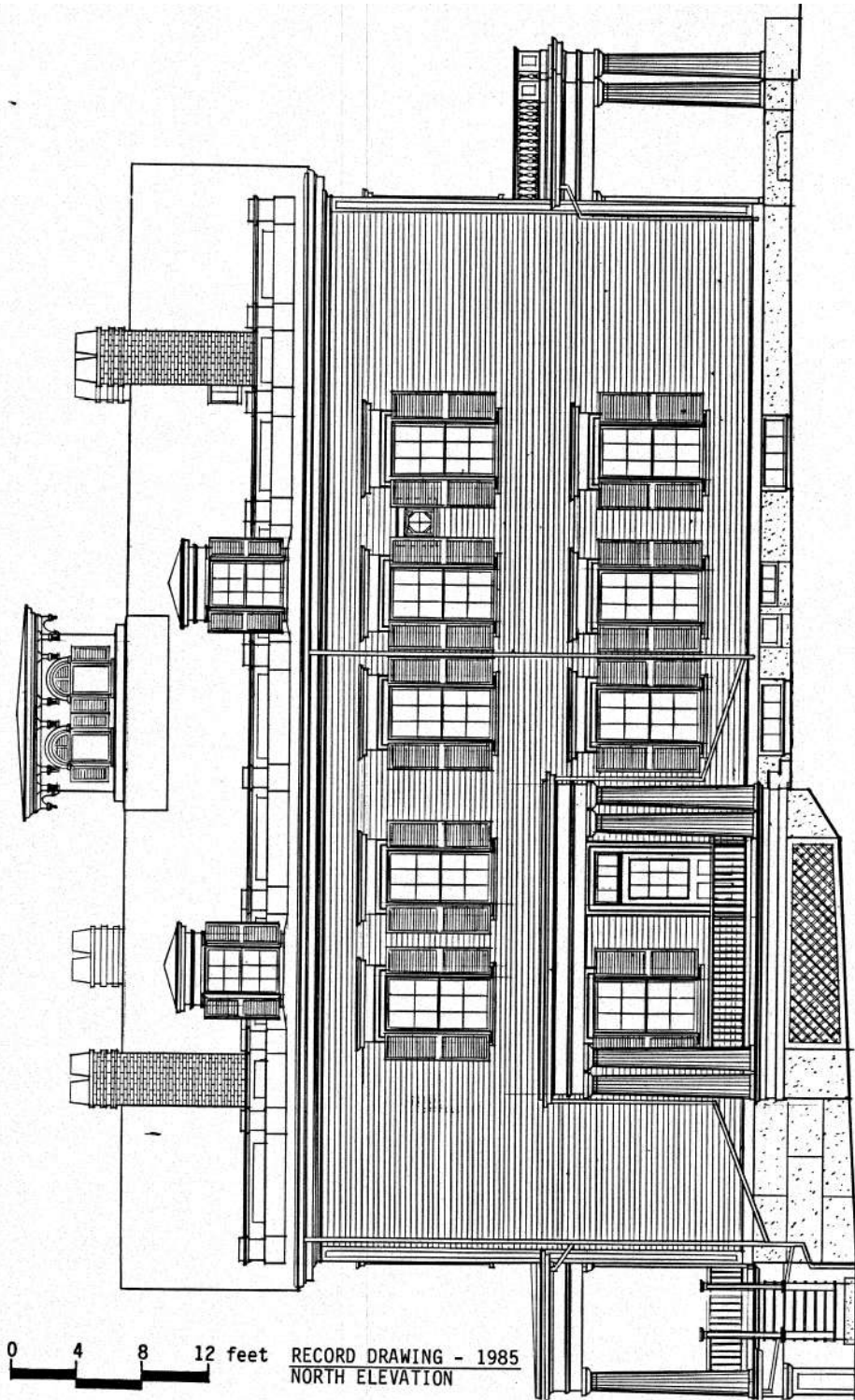
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RECORD DRAWING - 1985
SOUTH ELEVATION



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RECORD DRAWING - 1985
EAST ELEVATION



**Collections Assessment for Preservation (CAP) Survey
ROTCH-JONES-DUFF HOUSE & GARDEN MUSEUM
New Bedford, Massachusetts**



Submitted to:

Dawn Estabrooks Salerno
Executive Director

Rotch-Jones Duff House & Garden Museum

396 County Street
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Acknowledgments

The authors would like to thank Rotch-Jones-Duff House & Garden Museum (RJD) Executive Director Dawn Estabrooks Salerno, Curator and Collections Manager Blair Walker, and Facilities Manager Rick Finneran. Individually and as a team they provided important background material in advance and kindly assisted us continuously during our two-day assessment visit. We are appreciative of the participation and commitment of the RJD Board and Committee members Brenda Dias, Ruth Furman, Fran Levin, Mary Jean Blasdale and Ken Lauderdale who actively participated in discussions throughout both days. We would also like to thank the Institute of Museum and Library Services (IMLS) and the Foundation for Advancement in Conservation (FAIC) who make the Collections Assessment for Preservation (CAP) program possible. CAP surveys are a critical early step for small cultural heritage institutions as they strive to improve the stewardship of their collections and buildings.

Executive Summary

On October 28 and 29, 2019, the federal-funded Collections Assessment for Preservation (CAP) program, a joint effort of the Institute of Museum and Library Services and the Foundation for Advancement in Conservation, brought a team composed of collection care professional Alexandra Allardt and historic preservation professional Shantia Anderheggen to the Rotch-Jones-Duff House & Garden Museum in New Bedford, Massachusetts to identify the outstanding preservation needs and priorities of the collections located in the National Historic Landmark (NR # 05000456; April 5, 2005) building owned and overseen by the RJD. The report is an overview of the collections, buildings, and building systems, as well as the institution's policies and procedures relating to collections care. This general assessment, within the constraints of the two-day site visit, reflects a recognition of a complex interrelationship of factors and is often a first step for institutions that wish to improve the stewardship of their collections and to enhance long-term planning and fundraising.

It is an essential responsibility of any institution with collections at the heart of its mission that management be guided by collection standards. The following three primary standards guide basic preservation actions. They broadly include all risk factors and are foundation elements of a collections care program. This CAP report makes recommendations in all three areas, allowing RJD to continue to build upon their foundation of care as they look to their future sustainability. The three essential collection standards addressed in the report embrace:

- A dry building and clean space (hospitable, accessible and clean environments)
- Safe and secure location (protection from unauthorized access, theft or vandalism)
- Documented knowledge of what you have (up-to-date collection management oversight)

The delicate task of balancing preservation needs, site use, interpretation, public accessibility, and operational sustainability has been a challenge to the management of the RJD. Balancing the external visitor demands with preservation goals and operational needs master planning is recommended. The planning process requires a multi-faceted approach that knits together a review of current conditions and the mission statement, governance, management, visitor, fund raising, and collection factors.

With master planning an overarching guide for the advancement of the RJD, the following priority recommendations are key collection planning initiatives to add to the institution's upcoming strategic planning process and goals:

- **Participate in the AASLH STePs Program (to strengthen core documents and raise awareness of standards of practice).**

- **Establish a year-long environment monitoring program (to record and interpret existing conditions with the purpose of informing appropriate collection and building preservation planning needs and solutions).**
- **Complete a collection inventory and records reconciliation (to gain full knowledge of the collections and to address fundamental collection management needs).**
- **Commission short (2 to 5 year) and long-term (10 and 20 year) plans for cyclical maintenance, including a lifecycle analysis of systems, to inform fiscal planning needs into the future.**

Because buildings play critical roles in the protection and display of the collections and because the buildings should be seen the largest objects in the collection, their preservation and maintenance are vital. This assessment did not find any emergency conditions, but numerous deficiencies were noted, especially in the weather envelopes and in mechanical systems, and these high priorities should be addressed as soon as possible. Neither of the buildings fully comply with the Americans With Disabilities Act (ADA) nor with numerous aspects of the state building codes dealing with access, egress, emergency lighting, etc. While significant historic buildings are allowed some exemptions to some codes, and local building and zoning officials are given some latitude about enforcement, all reasonable efforts should be made to protect the health and safety of the RJD staff and visitors while preserving the collections and the historic buildings.

I. Project Overview

The dedicated work of the Rotch-Jones-Duff House Executive Director, Board, and Committee members has required introspection and appreciation of the complexity of changing external environments and operational realities. In 2016, they reflected upon strategies for identifying and implementing their responsibilities to advance the institutional purpose and mission, resulting in a Strategic Plan. This effort poised the RJD to be pro-active rather than reactive, enabling them to anticipate needed change rather than simply respond to it. This 2016 planning process recognized the responsibility to identify and prioritize collection care needs and to develop a realistic plan of action.

In support of these planning initiatives, in October 2019, a collaborative collection and building preservation needs assessment was undertaken over two days by collection care professional Alexandra Allardt, Principal and Managing Director of ArtCare Resources, LLC and preservation professional Shantia Anderheggen, Principal of Preservation Strategies. The CAP preservation team, within the constraints of the site visit, characterized:

- collections sensitivities;
- building condition and performance;
- risks from the environment and use of the collection and building; and,
- risks from policies and practices relating to management, operations, or visitation.

Funded by the Institute of Museum and Library Services (IMLS), the Collections Assessment Program (CAP) goals of this assessment of the Rotch-Jones-Duff House & Gardens Museum (RJD) were as follows:

- To identify the preservation threats to the collections;
- To identify collection care preservation needs and goals to strengthen stewardship;
- To draft a prioritized plan of action for suggested short, medium and long-range activities;
- To increase Board and staff awareness of preservation concerns and standards of practice; and,
- To produce a document which can be used to substantiate collection and building care needs objectively and then be used as a tool for obtaining funding for collections care.

II. Introduction

The Rotch Jones Duff House (RJD) is located, in New Bedford, Massachusetts, a city of 95,000 residents in the heart of southeastern Massachusetts along Buzzards Bay. 58 miles away from Boston and 28 miles west of Cape Cod, New Bedford is a famous whaling port and center of Portuguese American culture. New Bedford continues to earn its living and pride from the sea as America's most active fishing port.

Heritage tourism visitors are often first introduced to the city through Herman Melville's classic 1851 book, *Moby-Dick, or, The Whale*. The lure of the city draws visitors to New Bedford to the center of the historic district to visit the New Bedford Whaling National Historical Park, the only national park that addresses the history of the whaling industry, and the New Bedford Whaling Museum, located within the national park and in the center of the historic district.

The William Rotch Jr. House, now the Rotch-Jones-Duff House & Garden Museum, is a National Historic Landmark just outside the downtown historic district, in an area of privately-owned historic homes. The RJD campus is comprised of the main house as well as the coachman's house, attached to which is the greenhouse and a later garage addition now used for programs. The coachman's house currently provides rental income and education programming space.

The three families whose names (Rotch, Jones and Duff) are attached to the property were all closely tied to the city's nineteenth-century dominance of the whaling industry as well as to twentieth-century commerce as well. The RJD is a collaborative partner of the New Bedford Whaling National Historical Park but receives relatively low annual visitation.

The historic main house is the largest object within the collection and is, according to recent (2019) visitor surveys, the primary focus of visitor interest. The house is interpreted through historic furnishings and materials representative of three consecutive periods of the home's occupancy—the Rotch family beginning in 1834, the Jones family beginning in 1851, and the Duff family beginning in 1935. First and second floor rooms are furnished using selections from a collection of approximately 2800 items that include domestic furnishings, decorative arts, and other related objects. A small collection of decorative arts, including furniture, glassware, porcelain and silver, populates the dining room, double parlors, butler's pantry, main hall, and bedrooms. The collections also include a notably generous collection of clothing and related accessories, currently stored in the attic with other furnishings and event supplies. Finally, the RJD cares for a modest archives collection of manuscripts and ephemeral, with a collection focus on the families who resided in the house.

The institution's stewardship team is guided by the following three-part institutional mission statement:

- To preserve one of the nation's finest Greek Revival mansions and its historic grounds and gardens to the highest standard;

- To interest and educate the public through exhibits and interpretive historical and horticultural programs that document the history of New Bedford and important chapters in American history through the lives of the three families who lived in the house; and,
- To acquire and care for appropriate artifacts, furnishings and period collections.

The vision statement is “The RJD is a highly valued resource of New Bedford---for both the community and individuals.”

The RJD is managed by four staff members: a full-time Executive Director, a full-time Facilities Manager, a full-time Membership and Events Coordinator and a part-time Curator and Manager of Collections. Volunteer committees for the buildings and grounds, and the collections support the work of the staff and together they report to the 18-member RJD Board of Trustees. The FY2019 general operating budget of the RJD was approximately \$350,000. With approximately 7000 visitors annually (3500 for house tours and another 3500 attending events), operations rely on funds generated from (i) an endowment principal of approximately two million dollars, (ii) events and (iii) a historically successful membership annual appeal.

Reflecting upon the 2016 Strategic Initiatives to *become more engaged with the community and develop additional collaborations with other institutions*, the CAP preservation team’s initial discussions with the Executive Director and committee members began with an overview of the institution’s history, studies that have been undertaken on the house, and the more recent completion of the historic landscape rehabilitation plan which has expanded opportunities for income generation. Further discussions explored the concerns of collection storage space and environment, the best use for the coachman’s house and its greenhouse and garage adjacencies, and the challenges to bringing visitors from sister organizations, located a half mile away, in the heart of the historic district. It is clear that, in the near term, RJD stewardship team is seeking guidance on (i) the suitability of the unheated attic location for collections storage and (ii) resources to raise both staff and board awareness of collection care concerns and the process for gaining intellectual and physical control of collections.

The CAP preservation team’s remaining time was spent reviewing the RJD’s building facilities and systems, exhibit spaces, and storage areas, and conducting an exit meeting with the Executive Director, staff, and several Board and Committee members to review preliminary findings and recommendations.

Documents reviewed by the CAP preservation team included:

Background Reports/Studies

- Cultural Landscape Report, vol. II (2012)
- Historic Furnishings Report Implementation Plan (2008)
- National Historic Landmark Nomination (2005)
- Historic Structure Report (1985)
- Drawings (including site, elevation, and floor plans of various dates)

Institutional Policies, Procedures and Other Documents/Publications

- Collection Assessment Program Site Questionnaire (2019)
- Board Officers and Directors (2019)
- Summer/Fall Newsletters (2019)
- Draft Collections Policy (2018)
- Pest Control Products (2019)
- Staff List and Job Descriptions (2019)
- High-Leverage Initiatives Recommended by Strategic Planning Task Force (2015)

Financials

- Operating Budget (2019)
- Financial Statements (for year ending June 30, 2019)

III. Property Location and Description

The Rotch-Jones-Duff site is located at 396 County Street in New Bedford, Massachusetts, close to the harbor in a dense and relatively urban neighborhood of historic buildings from various periods, diverse in size, scale and use, including residential, commercial, medical, non-profit, and others. The property slopes gently from a high point at the northwest corner to a low point along 7th Street to the east. The one acre site is essentially square in shape and comprises an entire city block, located less than half a mile—approximately 6 city blocks—from New Bedford’s harbor to the east.

There are three buildings on the site: the Main House, the Coachman’s House—attached to which is a greenhouse and a garage, and the Apiary. The buildings are all situated on the north half of the property, with the façade of the main house facing west. A large garden encompasses the southern half of the site. A wooden board fence surrounds the site, except at the west façade of the house. The only on-site parking is in a half-round driveway accessed from County Street. On-street parking is available on numerous surrounding side streets.

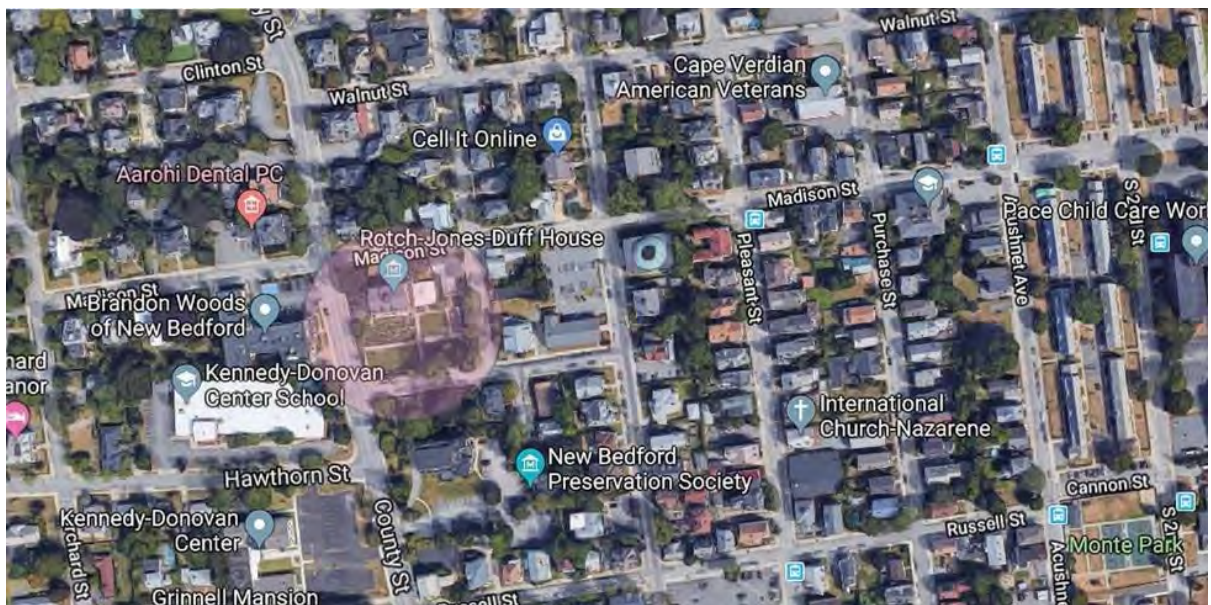


Fig. 1 Rotch-Jones-Duff House is located at 396 County Street in New Bedford, Massachusetts. True north is at the top of the photo. (Google Maps)

IV. Climate and Weather

The below weather chart taken from www.weatherbase.com shows the temperature ranges for New Bedford, Massachusetts. The yellow line tracks the highest temperature reading for each month. the green line is the average high temperature. The blue line tracks the lowest temperature reading in each month. The red line tracks the average low temperature.

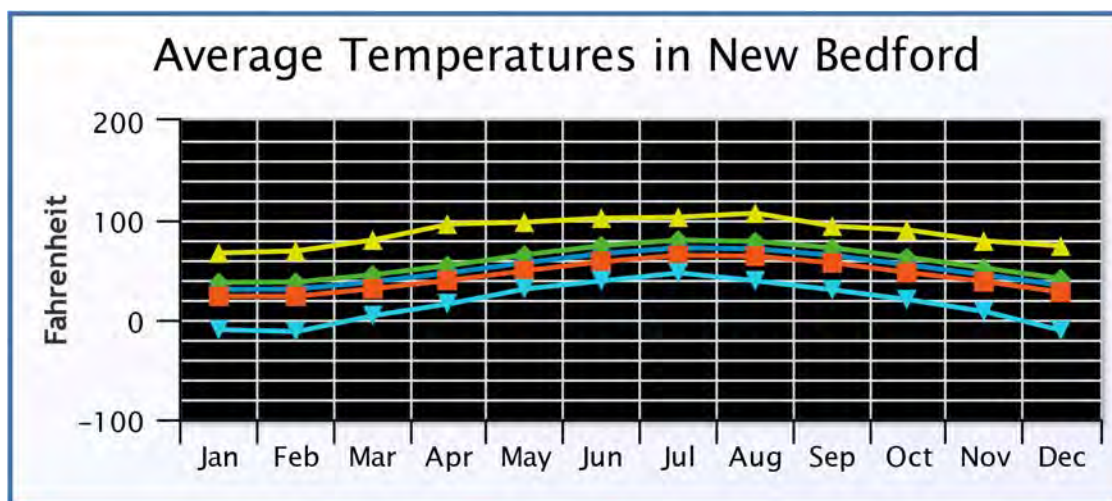


Fig. 2 Temperature ranges in New Bedford, Massachusetts (www.weatherbase.com)

“This climate is characterized by relatively high temperatures and evenly distributed precipitation throughout the year. This climate type is found on the eastern sides of the continents between 20° and 35° N and S latitude. In summer, these regions are largely under the influence of moist, maritime airflow from the western side of the subtropical anticyclonic cells over low-latitude ocean waters. Temperatures are high and can lead to warm, oppressive nights. Summers are usually somewhat wetter than winters, with much of the rainfall coming from convective thunderstorm activity; tropical cyclones also enhance warm-season rainfall in some regions. The coldest month is usually quite mild, although frosts are not uncommon, and winter precipitation is derived primarily from frontal cyclones along the polar front.

The Köppen Climate Classification subtype for this climate is "Cfa". (Humid Subtropical Climate).

The average temperature for the year in New Bedford is 51.0°F (10.6°C). The warmest month, on average, is July with an average temperature of 72.3°F (22.4°C). The coolest month on average is January, with an average temperature of 30.5°F (-0.8°C).

The highest recorded temperature in New Bedford is 107.0°F (41.7°C), which was recorded in August. The lowest recorded temperature in New Bedford is -12.0°F (-24.4°C), which was recorded in February.

The average amount of precipitation for the year in New Bedford is 43.8" (1112.5 mm).

In New Bedford, there's an average of 32.7" of snow (0 cm). The month with the most snow is February, with 9.7" of snow (24.6 cm)."

Although the average climate in New Bedford is not especially harsh, it does challenge the weather envelope of the building, leading to moisture and temperature problems especially for the collections in the attic of the house. In addition, there is real potential for damage from specific weather events, such as the strong storms that occasionally come in directly off the ocean from the northeast direction in the fall and winter. These unusual and extreme weather events can overwhelm weather envelope defenses that are not challenged by "normal" weather. Extraordinary efforts must be taken to protect these sporadically vulnerable areas.

V. COLLECTIONS ASSESSMENT

A. Introduction

As with all museums, the RJD collections are an important means to advance its mission and serve the public. Because collections are held in trust for the public, the stewardship of collections incurs legal, social, and ethical obligations to ensure that the objects the museum owns, borrows, holds in its custody, and/or uses are available and accessible to current and future generations. The overarching stewardship obligation is to minimize damage through a continual refinement of plans that address agents of deterioration to provide:

- A dry building and clean space (hospitable, accessible and clean environment)
- A secure location (protection from unauthorized access, theft or vandalism)
- Documented knowledge of what you have (up-to-date collection management oversight)

The following section of the report is written from the perspective of collection needs and the risks to the preservation of the collections. Risks to collections result from exposure to ten core agents of deterioration. These are: 1) physical forces; 2) fire; 3) flood; 4) criminals; 5) pests; 6) pollutants; 7) light and ultraviolet radiation; 8) incorrect temperature levels and rates of change; 9) incorrect relative humidity levels and rate of change; and, 10) custodial vulnerabilities. The risks from most of these factors may be manifested continuously, sporadically or rarely, but they all directly affect the preservation of every type of collection. Effective stewardship is accomplished by eliminating, blocking or mitigating these collection preservation risks.

B. Stewardship Policies and Planning

Identified Risk Stewardship Vulnerabilities

Goal Strengthen Policies and Strategic Planning

Plan of Action

- Read National Standards and Best Practice in U.S. Museums
- Take field trips to sister institutions to learn how they addressed similar challenges
- Participate in the AASLH STEPS program
- Review, revise as needed and approve core documents
- Expand the Board and volunteer Committees with job descriptions
- Read Magnetic: The Art and Science of Engagement
- Familiarize Board and Committee members with Active Collections Manifesto
- Revise the strategic plan to address the collection needs

Site Observations

Governance Policy and Operational Documents

Core operational documents as delineated by the American Alliance of Museums (AAM) are a mission statement, strategic plan, an institutional code of ethics, a collection management plan, and an emergency preparedness and response plan. The RJD is operating with three of five core documents needed to meet these standards of practice. The RJD has a mission and vision statement and 2016 initiatives from a Strategic Planning Task Force. The collection management plan (CMP) is in draft form and addresses core issues of accessions, loans, deaccessions and a purchase policy. These are elemental foundation blocks for governance that position the RJD for continuing to strengthen operations. The emergency preparedness and response plan and the institutional Code of Ethics Statement are outstanding.

2016 Strategic Plan

The RJD has an energized all-volunteer Board, Collection Committee and a separate Buildings and Grounds Committee. Committee members are commended for their dedication to the RJD as an important community asset, their history of steadfast contributions, successfully completed projects, and their willingness to reach for the next level of professional standards of practices. Committee members who have had experience with collection care and management with a sister institution are a strong asset that positions the RJD for the challenges ahead.

A strategic plan tasked in 2016 is aging out and the Board is poised to identify new tasks to steer the RJD into the future. The 2016 plan underplayed resolving the collection needs as a key interpretive goal to support the Abolition Row Historic District, deferring directions to address the stewardship challenges presented by the various collections in the attic storage. The Board is currently looking to resolve the concerns in the next round of strategic planning. There is a conundrum, however, as to how to optimally organize these collections, and to provide a hospitable storage environment.

The Assessor noted the following management concerns that have impeded resolution. With “75% of the collection inventoried, 50% photographed and 90% cataloged,” as stated in the CAP Site Questionnaire, the RJD does not have physical or intellectual control over its collection. Not knowing what the RJD has for collections hampers the ability to make informed collection decisions. RJD’s mission also clouds an understanding and value of the collections as an RJD asset to the mission. The mission statement sets the house and historic landscape as the institution’s primary assets (by placing them first in the listing, with the fiduciary obligation that they be “preserved”) while the collections are cloaked, at the end of the statement, as a more generic grouping of lesser importance of “artifacts, furnishings and period collections.” The phrase “care for appropriate artifacts, furnishings and period collections” also implies a less stringent level of stewardship for these collections.

The need to gain intellectual and physical control over collections is a complex and time-consuming process that requires an experienced team to complete. There are insufficient RJD staffing resources at present to successfully undertake this project in a timely fashion. The current part time curatorial staff has no practical experience in the process and already has a full workload with the dual responsibilities of daily collection management tasks and preparation of two annual exhibits. The absence of a fully accessible and hospitable collections work area also inhibits the efficiency of her work execution.

The assessor noted that while the approximate 2800 artifacts, furnishings and period collections make up the RJD collections, the textile collection comprises a dominant portion of the collection. This type of collection (textiles) is notably preservation risk prone and requires a weighted proportion of operational and staff resources to maintain with due diligence. To this assessor, their value to the mission is unclear. The assessor also noted the risks to muddling the visitors understanding of authenticity when visiting a Landmark building of a specific date but furnished through a broader timeline of through the interpretation of three unrelated families.

A mission and vision-related observation begs the question, how do the collections as a whole, and by individual type (furnishings, accessories/artifacts, textiles, archives) support the mission. Is your story about the house or about the people (or one family)? What is the story that is a unique draw for visitors? Does the institution see itself as a museum of period furnishings and accessories, or are the Landmark house and historic grounds stand alone on their recognized national merits?

Recommendations

Core Documents

The review, revision or formalization of the core RJD operational documents is recommended to guide operational needs and fiduciary oversight. These documents are all related; however, the Collections Management Policy (CMP) and the Disaster Preparedness and Emergency Response Plan fall within the scope of this collection needs assessment. The Emergency Response Plan is addressed in a separate section in the report.

In anticipation of raising awareness of the importance of these core documents, it is recommended that the stewardship team and Board Members read Elizabeth Merritt's *"National Standards and Best Practices in U.S. Museums"*. This user-friendly publication will establish a common language and a sound basis for developing museum policies and procedures. It will also raise a common awareness of the fiduciary responsibilities of holding collections in public trust. These efforts will allow the staff and Board Members to partake in strategic planning from a position of strength and understanding of stewardship responsibilities.

A recommended distance program useful to museums seeking information on governance and stewardship is the American Association of State and Local History (AASLH) StEPs (Standards and Excellence Program for history organizations). It is recommended that the RJD participate in this

program as a staff and volunteer development tool to strengthen practices. The Program will also help clarify the focus of the RJD mission, the interpretive timeline, and how the collections support it.

StEPs is a self-study program designed specifically for small- to mid-sized history organizations. Through a workbook, online resources, and an online community, organizations enrolled in StEPs assess their policies and practices and benchmark themselves against national museum standards. The program is divided into six sections that can be addressed in any order. StEPs breaks down national standards into manageable levels: Basic, Good, and Better. This allows you to measure progress while working incrementally to make improvements. After completing each level within a section, the RJD will receive a certificate from AASLH that lets your community and stakeholders see that you are making meaningful progress toward national standards. These documents will translate into increased credibility that can help justify funding requests and move strategic planning forward effectively. Information about the program and to join the program is at <http://tools.aaslh.org/steps/>.

Supplemental Governance Resources

Further recommendations on your governance and strategic planning is outside the scope of this report; however, the following information is included to raise awareness of other resources, in addition to the StEPs program, in support of seeking information and advice to continue to strengthen standards of operations.

Five documents have been designated as core by the American Alliance of Museums (AAM) because they are fundamental for professional museum operations and embody core museum values and practices. They are the Mission statement, an institutional Code of Ethics, a Strategic Institutional Plan, a Disaster Preparedness and Emergency Response Plan, and a Collections Management Policy. They codify and guide decisions and actions that promote institutional stability and viability, which in turn allows a museum to fulfill its educational role, preserve collections and stories for future generations, and be an enduring part of its community. A summary description of the foundation documents is found at <https://www.aam-us.org/programs/ethics-standards-and-professional-practices/core-documents/>.

Each document is linked to a page of background information and resources on how to move forward to develop the individual planning document. Tier 3 AAM members have access to Sample Documents as a benefit. The American Association of State and Local History also have sample documents to share with members and with StEPs participants.

The five core documents are informed by the Core Standards issued by AAM. The Core Standards are grouped into the following categories: *Public Trust and Accountability*, *Mission & Planning*, *Leadership and Organizational Structure*, *Collections Stewardship*, *Education and Interpretation*, *Financial Stability*, and *Facilities and Risk Management*. To seek advice on strengthening your standards of operations participating in the Museum Assessment Programs (MAP) may be helpful. MAP provide five different peer review assessment types that help historic sites look at

both functional and strategic aspects of their operations through the lens of the Core Standards. Each assessment assists museums define key areas of operations or functions that need to be strengthened. The types of assessment are 1) organizational assessment, 2) Collections Stewardship Assessment, 3) Education and Interpretation Assessment, 4) Community and Audience Engagement Assessment, and 5) Board Leadership Assessment. Information on the MAP programs and how they fit into the AAM Continuum of Excellence Program is located at <https://www.aam-us.org/programs/accreditation-excellence-programs/museum-assessment-program-map/>

Board and Stewardship Committees Development

Adding job descriptions or needed skill sets to the Board and each Committee is recommended to strengthen their effectiveness and frame accountability. Active engagement with your Chamber of Commerce will raise community awareness of your planning needs and may guide you in identifying potential candidates from across the community to add to the committees. It is also common for the Director to reach out to area institutions to ask those familiar with these documents to become a committee member for a specified time and project (such as 6 month commitment to review the collections management policy). Inviting a collegial museum registrar, collections manager, museum archivist, or seasoned director to join your team will provide a practical perspective that insures you are not overreaching but are effectively aligned with your resources.

Day trips to sister institutions also are recommended to both develop a network of support and to see how they have or are addressing similar needs to the RJD. The New England Museum Association(NEMA) may be able to provide sites to approach or connect you with appropriate NEMA professional affinity groups. This assessor suggests visits to Blithewold Mansion and Gardens, Little Compton Historical Society, Lippitt House Museum, and the Plymouth Antiquarian Society in New Bedford to learn about their struggles and successes in tackling inventory reconciliation needs and building retrofitting.

Collection Management Policy Review

The RJD has a draft Collection Management Policy (CMP) to guide management decision making and procedures. As part of the STePs program review the draft policy and add simple statements to address missing topics. Your efforts will make it a more robust policy that mirrors recognized standards of practice. You are encouraged as members of AAM and AASLH to copy sample documents (or portions) available for use and guidance, keeping in mind not to over detail the policy with management requirements that drain the resources you have. Keep in mind that a CMP is not a static document but can be revised as issues not addressed in the policy are raised.

A Collection Management Policy (CMP) covers the following related topics:

- Bears date approved by the governing authority
- Scope and categories of collections

- Acquisitions and accessioning (including criteria and decision-making authority)
- Deaccessioning and disposal (including criteria and decision-making authority)
- Loans, incoming and outgoing (if the museum does not lend or borrow, it should state this)
- Collections documentation and records, including inventory
- Collections care and conservation
- Access and use of collections
- Responsibility and authority for collections-related decisions
- Collections-related ethical issues
- Statement on the use of funds from deaccessioning, limiting use to new acquisitions and/or the direct care of collections (language must be identical to that in the Code of Ethics)

The CMP often states a Code of Ethics committing the Museum to practices endorsed by nationally recognized standards of collection management. The American Alliance for Museums, the American Association of State and Local History, the Secretary of Interior Standards for both Historic Preservation and Treatment of Cultural Landscapes, the Association for Preservation Technology, and the American Society of Archivists are primary sources delineating nationally recognized standards of practice. Citing them in the collection management policy identifies them as the sources for foundation principles that guide the development and practices within your CMP.

A complete review of the CMP is outside the scope of this project; however, several additions are suggested. A helpful procedure is to identify required review periods in the CMP biennially or at least every five years. Another commonly overlooked area is the requirement to renew loans annually. This is helpful to have current contact information and avoids the impediments for them becoming unclaimed property. With this in mind, identify object loans to RJD and re-evaluate their status and possibly return objects to lenders. Be sure to have a legal review of your policy and forms to ensure they are reflective of Massachusetts laws.

A procedural manual often is the next step after developing a CMP. This simply starts by creating and grouping all the accessioning, loan, receipt, donation, bequest and other legal forms into a single location. Housekeeping and maintenance checklists often build upon these, as do written instructions on processing environmental data or the procedures to access and manage the collection database. The presence of a manual is particularly important as staff change over time.

Scope and Categories of Collections

RJD will find it helpful to define different types of collection categories in your CMP, especially since artifacts, archives, reference and institutional records, the buildings, the historic landscape and architectural elements are collections with different stewardship needs. Each collection classification (in a self-defined tiered system) articulates guidelines for the level of use (how much or under what conditions it can be accessed) and describes what value they bring to the institution or the visitor experience. This is a helpful means to contain the costs of preserving collections in perpetuity. For example, objects can be defined by their relative significance for exhibition, research or education and by the levels of supervision required for care and maintenance. Education collections or a resource category as discussed during the site assessment for rugs can be handled, used and eventually replaced or disposed of once “used up”. They can also be stored in less hospitable environments. Permanent collections, however, would be given the highest level of care, exhibit standards, and resources for protection. They would not be handled (or walked on) except by the collection managers for formal exhibition purposes because they are meant to last for public benefit in perpetuity.

The following examples of collection classifications are common types to consider. Networking with sister institutions to gain a better understanding of their tiered collecting categories and use protocols is often helpful. Be aware that each category should have its own set of tracking, management and preservation guidelines with permanent collections having the most stringent of guidelines for housing and access protocols.

Permanent Collection – These are to be cared for in perpetuity. They are provided the highest order of preservation care and the greatest amount of resources. Some institutions have no permanent collections. One question you ask is what in your holdings are essential items or icons that exemplify your core mission and your institutional vision. RJD may wish to categorize the building, gardens and artifact collections separately due to different approaches to preservation and restoration parameters.

Architectural Elements – These are from prior decoration periods. They inform future study of the building and interior finishes. They are important to keep as a separate category. Doors, lintels, valences molding, hardware are examples. Window hangings and rolls of wallpaper are often maintained by keeping a design repeat rather than the entire contents.

Educational Collection – These are common items or lesser quality duplicates of items in the Permanent Collection. Most commonly they are used as teaching aids in programs or on exhibit. They may also be reproductions. Institutions often find they help the visitor cope with that overwhelming desire to touch. They have a life expectancy and can be replaced. They have their own numbering system to clearly separate them from permanent collections. Their care is less stringent and their storage, as a best practice, is outside of the permanent collection room. There is a line item in the budget for their replacement. The stereoscope, silverware, tea set, ice box, watercooler, and other items

fall into this category. Examples might be textiles that do not represent targeted time periods or direct family connections but are generic examples. Duplicates may be a viable education resource also.

Institutional Records – These are archives or documents that relate to the history and governance of the organization. Some of these are legally required to be kept, and others such as board minutes provide historical documentation of Board decisions. The MA State Archivist will have guidelines as to what must be legally kept.

Special Collections – These are archival materials or documents that relate to and have core value to the history or mission of the organization. They are commonly unique and not replaceable. Family documents often fall into this category.

Archives – Archives are books of special merit or documents that are used for reference or research. These commonly can be replaced, and often electronic versions are available online or kept in state libraries.

Resources – Exhibit props or other equipment related items which you’ve either purchased or have been donated specifically for exhibition purposes and which you may alter to suit the interpretive strategy. Some of the room floor coverings are suited to this category.

Strategic Planning

As the RJD Board considers its future, a recommended strategic planning initiative is to clarify the value of the collections to the mission. The first step in planning for “what to do with collections in storage” is a review of the mission statement to confirm that the mission, collecting vision and collecting timeline(s) remains relevant to today’s cultural engagement needs and organizational sustainability. This both reminds board members of their charges and is a means for accountability when aligning future planning discussions with core responsibilities.

Central to the discussion is the question about the value and purpose of the stored collections and how they “earn their keep”. This process will help clarify the relevance of collections to the mission and strengthen the guidance set forth in the collection management policy. Identifying a specific time period(s) to interpret is also helpful to clarify what to add to the collection and what to remove from the collection after the inventory reconciliation. With decreased public funding and more engaged donors, museums can no longer just be institutions that simply preserve collections. History museums must demonstrate real public value to their communities or face extinction. A recent initiative named Active Collections provides useful questions and conversations to have among your stewardship teams that may help show a path toward change. The manifesto is a new model for thinking about collections and believing that some objects support the mission better than others, not based on monetary value or rarity but based on the stories they tell and the ideas they illuminate. The website is at

<http://www.activecollections.org/manifesto>. Reviewing the manifesto's eight questions and starting the conversation will shed new light on planning discussions.

An evolving approach in today's retooled business climate is for historic sites to evaluate alternative uses for their building assets while respecting preservation as a core responsibility. Some keep properties under their oversight to maintain preservation restrictions, bringing them up to code and repurposing them for income generation. Recommended initiatives for the next round of strategic planning is to include assessing the range of possible reuse and revenue options for the Coachman House, Greenhouse and Garage as well as the RJD House. Assessing the feasibility of acquiring adjacent buildings and/or parcels to accommodate the institution's potential and growing needs, is also a recommendation.

Should the decision to maintain the size of collections and exhibit rotation as they exist now be envisioned, funding for a full-time staff collection manager is also a key strategic planning initiative recommended for inclusion. This position is responsible for executing the daily collection management tasks with consistent and vigilant oversight and the semiannual rotation of exhibits.

C. Stewardship Physical and Intellectual Control

Identified Risk Lack of Physical and Intellectual Control Over Collections

Goal Up-to-date collection management practices

Plan of Action Gain physical and intellectual control over collections

- Impose a moratorium on collecting until a reconciled inventory is complete.
- Gain physical and intellectual control over collections
 - Clear/prepare the attic central space for inventory process
 - Assess and purchase technology needs to support the collection management database
 - Dedicate individual eave rooms for architectural elements, furnishings, institutional records, holiday/event supplies
 - Conduct a pilot project
 - Secure funding to outsource the inventory processing
- Purchase HEPA vacuums and supply housekeeping carts for each floor.
- Hire a collection manager
- Deaccession collections as needed
 - Assess the collections for the mission related value
 - Commission a textile historian to identify collection strengths, weaknesses, and interpretive themes
- Draft a collecting plan to guide future collecting.

Site Observations

With “75% of the collection inventoried, 50% photographed and 90% cataloged,” the RJD does not have physical or intellectual control over its assets. A physical inventory and records reconciliation project is impeded by insufficient staffing resources and workspace constraints in the RJD building space.

Attic Storage

The third floor of RJD is a large open space covering the entire footprint of the building. It serves as de facto storage. A central common space is subdivided along the south and north perimeters into a series of rooms built into the eaves. The west end of the common space also opens into rooms against the west wall. An interior room sharing a common wall with the west end room is a former bathroom. The southeast corner of the common space also features the upper outcropping of the elevator shaft.

The attic is accessed from the second story below by a staircase opening towards the center east end. It is not known whether this staircase is code-compliant, but it does heighten risks to moving collections between floors. The code compliance would need verification with the City. An enclosed stairway to the cupola is set in the west center of the open area.



Fig. 3 A steep stairway provides access to the attic, opening in the middle of the floor at the east end (left). A second enclosed stairwell (red circled) at the center west end of the room provides access to the cupola (right).

Four of the small north and south rooms have dormer windows for light and ventilation. The east and west walls have operable wide fanlight windows for cross ventilation. The attic space currently is unheated, although a layer of insulation is above the ceiling and cast-iron radiators were used in recent RJD history. They remain in situ but are currently inoperable. The windows

are loosely fit and have no storm covers, exacerbating the drafts and moisture ingress from weather incidents. The lack of heating or cooling controls in the attic makes human comfort for collection management tasks problematic. The incentive during warmer months to open windows for ventilation further compromises tasks to maintain a clean and hospitable space.

The open portion of the attic serves as a general mixed storage area for unused furniture, an education house model and a variety of extraneous items. The 3 north side rooms house textiles and furnishing accessories, generally boxed and stored on shelving. A single room with no window is planked with cedar and customized with cedar drawers fit into the slope of the eave. The room also accommodates two rolling textile racks with costumes on padded hangers. The south side rooms house a mixture of architectural features, institutional records, holiday decorations, chairs and other furnishings. The west rooms contain additional furniture and bedding, and some boxed textiles. One room retains the bathroom fixture.

The use of this space as currently organized for mixed storage is an environmentally inhospitable space prone to work inefficiency and security risks.

Furnishings, Textile and Mixed Collection Categories

Over the history of the RJD, a broad collecting focus has enabled a well-intended but unstructured growth in a breadth of collections that today exceeds the RJD staff and facility resources to manage, access, and care for this collection with due diligence. Undertaking ongoing collection management needs and/or the more labor-intensive inventory reconciliation is impeded by the lack an environmentally hospitable space and of a full-time staff position dedicated to the full array of collection management responsibilities. The result today is that the collections present substantial spatial, environmental and management challenges in need of resolution for the RJD to move forward.

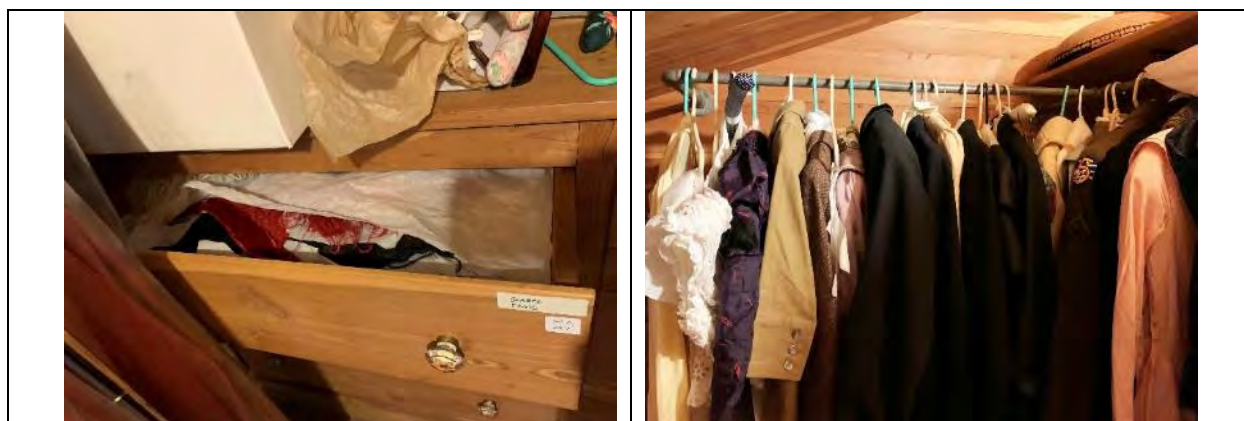


Fig. 4 An attic room build into the north eave is lined with cedar planking and has custom fit cedar drawers (left). The drawers provide storage for textiles layered between acid free tissue. Head room space is occupied by rolling racks with costumes hung from padded hangers (right).



Fig. 4 Boxed collections recognize best practices, but space constraints and mixed storage functions impose physical access and security risks.

To the RJD staff credit, steps to address the protective housing needs were undertaken. The textile collection has been layered between acid free tissue in



Fig. 5 The north side attic rooms fit into the roof eaves, have been fitted with shelving to maximize available space and are dedicated to storage of a variety of collections.

tissue lined cedar drawers, in acid free boxes or on padded hangers in covered racks following recognized standards of practice. This rehousing project is a commendable protective preservation action, but space constraints require most boxes and drawers to be packed in multiple layers. This presents deleterious physical risk to clothing accessibility and long-term care. Storage constraints require their location in several unheated and drafty attic rooms, exposing these fragile materials to accelerated deterioration from extremes in environmental fluctuations throughout the year.

The south side attic rooms serve as a mixed storage area for furnishings, architectural features, institutional records, programming, and holiday decorations. They are protectively housed in acid free boxes or covered with sheets, but accessibility is challenging and verging on overcrowding. The mixture of collections with non-collections compromises security and further impedes safe access.

A draft collection policy is available to guide item by item evaluations for mission relevance. The lack of a full inventory and insufficient resources to administer the policy, however, continues to challenge the Curator's time and competing management responsibilities. Faced with the backlog of collection needs and insufficient working space the Curator understandably struggles with task saturation.



Fig. 6 Institutional records are stored in the attic mixed with holiday and event supplies south side eave rooms.



Fig. 7 Rooms against the west end of the attic are an inactive bathroom and repurposed adjacent room for excess boxed textiles and an assortment of furniture

Archives

A discreet archive and a mixture of framed artworks are stored in two second floor closets. Archives are stored by finders' aids inside bankers' boxes and document boxes and demonstrate good practices. Additional processing is needed to make them publicly available. They support of in-house research needs. A staff position is unavailable to focus on remaining and ongoing management needs.



Fig. 8 Archive collections are organized by finder's aid following standards of practice. They are secured in dedicated spaces accessed by a key/lock managed by the curator.

Recommendations

One of the keys to sound leadership in the museum field is an effective collections' management program that provides full knowledge of what the RJD owns and manages. With approximately 75% of collections inventoried and 50% photographed, an inventory and records reconciliation for all collections is essential for the RJD to know what it has and to justify or advocate for the resources to preserve and exhibit them in the future. The process strategically positions RJD for improvements to collections stewardship and enables foundation decisions about an optimal sustainable size and scope of the collections. A completed inventory reconciliation honors the fiduciary responsibility of the Board and is a recommended first step in revitalizing the collection.

RJD is under resourced to address this need in a timely manner. Outsourcing the inventory reconciliation, and physical sorting and organization is recommended. Grant funding is recommended to expedite the initiative. Exploring the state community preservation funds and federal agencies are viable options. The textiles collection, as previously noted, is the priority collection for an inventory reconciliation. An inventory process with digital imaging, however, is also recommended for the archives, furnishings, accessories and architectural elements currently housed in the attic.

In support of gaining physical and intellectual control over collections, the adoption of a more robust collections management plan, as stated in the stewardship section, is a parallel recommendation to both guide deliberations for deaccession, and/or to begin to strategically address gaps in the collection. Exhibits and programs will have greater knowledge and access to collection contents for planning because database records will be more readily available and reflective of current holdings. With increased transparency community partners, researchers, and educators will begin to see the collection as a viable resource. In addition, efforts to strategically plan for the size and scope of the collections, will lead to greater engagement and public knowledge of the collection, as well as inform storage and management space planning needs.

The process to gain intellectual and physical control, or knowing what you have, is framed by a three-pronged approach. The three steps are to:

- Plan for an inventory reconciliation with digital images of existing holdings
 - Review the mission and revise collection management plan as necessary
 - Familiarize the collection committee with ActiveCollections.org manifesto and 8 questions “A Path Towards Change”
 - Facilitate the discussion with professional assistance if needed
 - Prepare the attic space for inventory
 - Clear the center attic room of all items
 - Tighten the building envelop
 - Monitor the environment
 - Add storm windows, wall and ceiling insulation, door sweeps
 - Add adequate heating/cooling systems for the common room
 - Dedicate and secure individual side rooms as sole purpose storage for each collection category (cull, deaccession or consolidate)
 - Relocate the textile collection to rolling racks that line the center room walls
 - Map out inventory workstations and workflow
 - Purchase additional rolling storage racks to line the walls for temporary boxed storage
 - Assess database and computer equipment needs
 - Conduct a pilot project to test workflow and track time and supplies
 - Prepare bid packets
 - Outsource the project through grant funding
- Conduct the inventory reconciliation
 - Inventory, photograph and reconcile records for all collections
 - Sort and evaluate the relevance of the individual items to the mission
 - Consult with a costume historian concerning the strengths and weaknesses of the textiles for preservation and interpretation
 - Review the collection management policy and revise as needed
 - Identify collection categories in the CMP

- Deaccession as needed following the CMP
- Conduct a storage space and furnishing needs assessment
- Develop a collecting plan
 - Fund an RJD Full Time collection management position

Inventory Space Planning Needs

The inventory project for all the collections requires a planning phase to determine optional building locations to repurpose for this project. Space needs include multiple work functions and holding areas for the temporary storage of collections awaiting processing, workstations for photography, physical inventory and condition examination, physical sorting and organization, evaluation for deaccessioning, numbering and physical records reconciliations, data processing, and post process rehousing and storage. Planning for staffing needs and the storage of rehousing supplies is also part of the workflow design process. A large open footprint will optimize work function flexibility and efficiency. Three options to consider are noted.

The educational room in the Coachman House may be a viable option, however, the commitment to this space eliminates the room for educational programming for the length of the project and imposes tenant fire risks and additional security, lighting and physical risks from transferring and storing these collections in that location. Anticipated spatial limitations may also impose work and storage conflicts indicating the project would need to be phased, lengthening the project timeline. In a practical sense the space is considered “offsite”, presenting management, physical and environmental challenges for the movement of collections. Of the three locations, this space hosts the greatest risks to collections that will be actively used in the house.

Within the RJD House, repurposing one or two of the second floors furnished rooms is a second option suited to a multi-phased inventory project. The location presents an existing environmentally hospitable work site and enables the collections to be transported from the attic to the workroom and back to the attic for storage as inventory and evaluation processes are phased. Choosing this location eliminates these spaces to the public for the length of the project but cost effectively (no renovations needed at this time) positions RJD for determining the size and scope of the collection’s suitable for future oversight. Two second floor rooms also have potential for long term storage of a reduced collection size with an adjoining management space, a best practice. The second-floor elevator additionally minimizes physical risks to moving collections and mannequins between floors, by eliminating the staircase. The use of these rooms may still require the attic for storage of furnishings, architectural elements, institutional records, and seasonal resources.

A cursory review of the attic suggests retrofitting the common central space as a “room within a room” for an inventory and sorting location is a feasible third option. The use of the center room imposes the least physical risks to the collections because its location expedites access to the stored collections in adjacent eave rooms and obviates the physical risks inherent to stair access.

In preparation the space must be cleared of existing furnishings and supplies to accommodate planned work functions and processed collections.

To minimize the exposure to extremes in T and RH fluctuations in the attic side/eave rooms, a visual assessment suggests the existing textile holdings could be brought into the central space and stored on rolling bakers racks set perpendicular to both north and south walls. If the racks are placed one next to the other, they form an inexpensive compactor storage design. This will mitigate environmental risks to this sensitive material and serve as a temporarily permanent storage location. Although not a best practice, solid furniture is less risk prone to damage from an inhospitable environment and can be stored in an eave room dedicated to their storage until the inventory is complete. It is also advisable to use a portable air conditioner in the eave rooms during the warmer months until the space needs of the entire collection can be more accurately determined.

The use of the central common space, however, requires actions to tighten the building envelop and moderate the environmental extremes by creating a “room within a room”. Tasks to modify the building envelop may include but are not limited to the addition of storm windows and seals, adding door sweeps to the side room doors, blocking drafts, and adding a localized heating and portable cooling system to eliminate extreme climate variations in the space. A feasibility review is needed to determine the requirements and project operational costs, as well as Code Compliance for emergency egress. The Buildings Assessment section below provides additional information.

Inventory Sorting and Evaluation

Simultaneous to a physical inventory, a sorting of all collections for mission relevance is recommended.

The inventory process is an opportunity to review the collecting history and focus on developing a collecting plan. A sorting process commonly begins with sorting holdings into three general sections: 1) keep/is clearly mission related; 2) maybe/needs further justification; and 3) remove/not mission related/hazardous/incomplete/excess damage/needs too many resources. The Collection Management Policy (CMP) will guide the sorting process. To further facilitate discussions, contract a textile historian to advise on the merits of the collection and supporting interpretive themes.

Deaccessioning and Disposal

Addressing the topic of deaccessioning and objects found in collection are often viewed as a challenge. How you wish to proceed on this topic should be delineated as clearly as possible in the CMP.

It is also advisable to consult an attorney to ask what, if anything, you can do under Massachusetts law and local law to strengthen the deaccession policy, and what, if anything, you can do legally to provide the Museum protection.

Reviewing the following management tools will help clarify your steps. Begin with the web-based Connecting to Collections Care webinars on Deaccessioning.

- The Deaccessioning Dilemma: Laws, Ethics, and Actions (2015) with John Simmons: https://www.connectingtocollections.org/the_deaccessioning_dilemma_laws_ethics_and_actions/
- Introduction to Legal Issues in Collections Management (2017) with John Simmons: <https://www.connectingtocollections.org/intro-legal-issues-in-collections-management/>
- Why do we need this? Insights and Hindsight from Deaccessioning (2017): <https://www.connectingtocollections.org/why-do-we-need-this/>

A bookshelf of references will be helpful in addition to on-line resources provided by the American Association of Museums. A primary reference is *Museum Registration Methods*, Fifth Edition by Rebecca Buck, considered the bible of museum registration procedures. *Registration Methods for the Small Museum* by Daniel Reibel has been a definitive guide to registration methodology for small museums since 1978. The book covers all aspects of the registration process and provides practical solutions for the small museum professional in a concise, readable manner. This step-by-step guide begins with developing policy and takes the reader through acquisition, numbering, accessioning, documentation, loans, and deaccessioning. There is also a useful introduction to both manual and computer systems. Further recommended core bookshelf resources are John Simmons' book *All Things Great and Small* published in 2005, and the newest edition of Marie Malaro's *Legal Primer on Managing Museum Collections*. This is the standard reference for collections management policies when one is interested in learning more about the legal aspects of the fiduciary responsibilities of collections held in public trust. A final published resource is Stephen E. Weil's book "*A Deaccession Reader*" published by the American Association of Museums. All are available at the online AAM bookstore <http://www.aamus.org/bookstore>.

A recent publication by Julia Courtney entitled "*Is It Okay to Sell the Monet*" presents a series of essays by professionals in different capacities both directly and indirectly involved in museum work. Contents include a reminder of the background of this aspect of collection management and provides context for the changes seen over the years. The review furthers along the discussion as how to view the need for and use of funds as collection managers move forward. The publication is available from Rowman & Littlefield: <https://rowman.com/ISBN/9781442270817/Is-It-Okay-to-Sell-the-Monet-The-Age-of-Deaccessioning-in-Museums>.

Rehousing

An inventory reconciliation project presents the opportunity to refresh the aged housing materials with new acid free tissue, boxes or dust covers or address outstanding housing needs. This is advisable due to the history of questionable environments and the risks of mold, dust or pest contamination. All rehousing materials are best purchased as confirmed acid-free products by the vendor or are listed in the museum supplier product description as having passed the international standard test (ISO18916) Photographic Activity Test (PAT). <https://www.imagepermanenceinstitute.org/testing/pat>

The continued use of padded hangers and the removal of plastic garment bags is recommended. Replacing wood and plastic hangers with padded long necked metal hangers and breathable dust covers is a best practice to incrementally evolve towards. This makes a discreet ongoing project that accomplished over time will show progress and build morale. If volunteer seamstresses are available Tyvek bags with open side seams tacked with twill ties or Velcro are recommended for garment covers. Building upon the existing practice to label textile boxes with images and numbers, labeling each bag for ease of identification with information and an image secured to the exterior is recommended.

Creative options for storage arrangements of the more unruly sized collections are available online. Commonly for artifact collections identifying the means to store them safely while still ensuring safe accessibility requires problem solving for housing formats and space planning to optimize the available storage footprint. These handy following references illuminate the process, give tips and allow you to celebrate success. The recommendation is to reference them for solutions that best work with the RJD collection needs and available resources. The inconsistency of sizes and shapes means there is no “one size fits all” solution when resources are limited, but guiding principles always apply 1) protect them from dust, 2) use acid free materials 3) don’t over pack but make it obvious how to handle them when removing them from boxes, and 4) label the container exteriors. The following webinar is a useful place to start when facing this challenge. <https://www.connectingtocollections.org/archivecollectionscare/>

The website <http://stashc.com/> provides information and tools so that institutions of all types, sizes and resource levels can learn how to create safe and appropriate storage solutions. These solutions were written by and for collection care professionals in all fields. In some cases, there are multiple examples to demonstrate that there is no single best solution for storage. Rather the process is about meeting the needs for your collection, in your space with your resources.

Another valuable website devoted to storage reorganization is <http://re-org.info/en>. Developed by an international consortium of museums, the site tackles the complexity of existing situations. Members have access to free tools to start the process, assess their needs, and develop plans to reorganize and implement solutions.

The National Park Service (NPS) on-line resource for a range of collection care topics are Conserve O-grams. These are always handy as a starting point. The main page is located at <https://www.nps.gov/museum/publications/conservedocument/toc.html#collectionpreservation>. Scroll down to section 4 - "Museum Collections Storage" and choose 4/10 and 4/11

"[Determining Museum Storage Equipment Needs](#)." *National Park Service Conserve O Gram* 4, 10 (1997) and "[Determining Museum Storage Space Requirements](#)." *National Park Service Conserve O Gram* 4, 11 (1997).

Archives

The archives currently stored on the second floor in discreet closets are stored in suitable housing formats. Checking them for the consistent use of acid free materials or refreshing supplies that are aged or discolored is a best practice as often over time the pH levels will change, or the enclosure materials become contaminated by adjacent materials or a variable climate. Physical rehousing resources and procedures for paper and archive collection needs are well articulated in the Northeast Document Conservation Center (NEDCC) series of Preservation Leaflets, located on line at <https://www.nedcc.org/free-resources/preservation-leaflets/overview>, are especially helpful. The Canadian Conservation Institute (CCI) Notes, located on line at <https://www.canada.ca/en/conservation-institute/services/conservation-preservation-publications/canadian-conservation-institute-notes.html> are also helpful resources.

Funding for Collection Care Projects

Funding for small mostly volunteer sites is a common challenge and conundrum. The recommendation is to start small and establish a history of successfully completed discreet projects before larger requests are submitted. The National Endowment for Humanities (NEH) Preservation Assistance for Smaller Institutions, a federal funding program, supports the purchase of shelving, environmental dataloggers, software, and small equipment and supplies for room upgrade modifications up to \$6,000. Detailed in the environmental section of this section is the recommendation in an upcoming NEH cycle to request funds to purchase dataloggers and environmental equipment to start an environmental program. An alternative request is for multiple rolling storage racks to provide accessibility to the textile collections in the center attic space in preparation for an inventory reconciliation. NEH also supports consultants to advise on the merits of the collections, such as a textile historian. Historic New England offers small community preservation grants of \$1000 to consider. Small grants of \$1,000 or less for textile related collections to support housing needs are also available from the Costume Society of America.

Continuing to cultivate awareness with local businesses, the Chamber and area foundations is important. Funders will appreciate learning of the new directions and appreciate RJD's recognition and adherence to national standards of practice. Engaging your membership is also a component that can be helpful in support of smaller collection care projects. Fund-raising events tagged to a specific collection need can be fun for the local community and a means to raise awareness of your needs.

Most federal funding agencies like to see core documents in place as part of justification of your grant request. With that in mind, take care that your current strategic plan identifies your funding need, (such as the need to gain physical and intellectual control over collections), as a priority initiative. This shows reviewers that you have a road map for addressing stewardship needs and gives funders confidence that their funds are being effectively used. Other strategies may be gleaned from the Connecting to Collections webinar <https://www.connectingtocollections.org/fundraising-for-collections-care/>.

The National Endowment for the Humanities (NEH) and the Institute for Museum and Library Services (IMLS) are federal funding agencies that will support larger projects such as the recommended inventory project. Their office staff will guide you through your applications and tell you if core documents, such as a strategic plan, a collection management policy and an emergency management policy, need to be in place before these funding agencies are approached. The NEH is also a source for funds to support strategic and interpretive planning consultants. 1772 and the National Trust are funding sources for a variety of bricks and mortar projects.

Forward-Looking Collecting Plan

Creating a future collecting plan is recommended as a longer-term goal, if the various collections are to be interpreted. This is a means to fill gaps in the collections, identify specific types collections or target topics that strengthen the archives.

Recognizing that few history museums have unlimited resources or can responsibly maintain every object that is offered, narrowing what will be collected is a far-sighted use of resources. A Collecting Plan articulates this goal and is a demonstration of strong stewardship and best practices. As with a deaccessioning process, collecting into the future also takes into consideration the existing space, volunteer, staff and fiscal resources within a five to ten-year horizon. Setting these parameters makes a collection stewardship team focus on what is central to how RJD serves New Bedford history without duplicating efforts of sister institutions.

A collecting plan also places limits on future collecting by prioritizing the collections that are desired to fill interpretive gaps of existing stories, or even the number of objects that will be collected to illustrate a theme or potential community event that you want to document. Having separate collecting plans for the education collection, or an archive collection or the permanent collection can also be helpful. Discussions during the site visit referenced narrowing the future collecting scope and assessing the benefits to transferring some collections to other institutions as a means to responsibly use your resources.

The steps to developing a well-reasoned collecting plan, as articulated by “Guide to Collections Planning,” by James Gardner and Elizabeth Merritt, follow these general guidelines:

- **Step 1** Identify museum's audience(s) and how their needs will be served by the collections
- **Step 2** Review strengths and weaknesses of existing collections
- **Step 3** Include a "gap analysis" contrasting the real and the ideal collection
- **Step 4** Set priorities and target objects for acquisition and deaccessioning based on 2 & 3
 - Limited resources necessitate a prudent approach to narrow the collection acquisition focus;
 - Target specific areas of the collection, by materials category
 - Develop interpretive plans to provide the guidance to make these decisions
- **Step 5** Identify complementary collections held by other organizations that may affect the museum's collection's choices
- **Step 6** Take into account existing or needed resources
- **Step 7** Define the collection categories
- **Step 8** Define the level of intervention and conservation treatment for each category of collection

The book is available online through Amazon or the AAM bookstore if you wish an expanded understanding of these steps.

Storage Space Needs and Planning

Resolving the RJD storage needs will take planning and time. Not until the inventory and evaluation of collections for deaccession is completed, is a storage space needs assessment most beneficial. This assessment will determine the types of furnishings and the configuration of space needed to safely house and manage the collection. An assessment will also determine special needs, work, and environmental requirements. Those determinations will inform the feasibility studies for renovating existing spaces or the need for a new building. A well-focused Collecting Plan will also assist the Executive Director and the Board in planning for capital needs with projections of operational costs, collection growth, space and management needs.

When considering building spaces for storage it is important to apply the principle that collections storage is not a place; it is a process. Elements of good collection storage to consider in designating a location include:

- **Attitude** Recognition, respect and sensitivity for collections by staff are the most important demonstration of the commitment of an organization to preservation.
- **Accountability** Being able to locate both the object and all pertinent information about the object quickly is very important. Accountability within the storage area means object numbering, shelf, cabinet and drawer numbering and maintenance of a locator file or data base.

- **Accessibility and Visibility** These promote security monitoring and limit the need to handle and object.
- **Security** This includes the means to limit and control access and use.
- **Fire Detection and Suppression** These are critical for the health and safety of the staff and visitors and essential for reducing the risk of total loss of the collections and buildings. Selecting appropriate systems depends on the nature of the collection and the design of the storage facility.
- **Appropriate Building Construction and Location** The siting, design and layout of a facility directly impacts a collection. Knowledge of the different preservation criteria for various collection materials and for the collections storage area in total should meet helps avoid costly mistakes in new construction as well as in modifications. Attic and basement spaces are generally unsuitable.
- **Proper Environmental Parameters** All materials are affected by the environment in which they are stored. High temperatures and high relative humidity are generally destructive and rapid and extreme fluctuations in temperature or relative humidity make the damage even greater for most materials. Visible light, ultraviolet radiation, dust, mold, mildew and air pollution will take their toll. Understanding the environmental factors and what degree of control is required for the preservation of a materials is critical.
- **Environmental Monitoring Program** Monitoring is essential to determine whether a collection environment is one that promotes preservation or degradation. The monitoring will also collect data that will be useful in understanding how the building envelope performs and this will help guide future interventions to improve building performance.
- **Periodic Inventory** This verifies that security is being maintained and that accountability procedures are being followed.
- **Cleanliness and Routine Maintenance** Airborne pollution and particulate matter promote corrosion and chemical change and with time can cause irreparable alterations. Dirty conditions and debris encourage insect and other pest infestations.
- **Proper Storage Equipment and Technique** Object handling puts objects at risk. Appropriate supplies and equipment should always be on hand. This includes the identification and proper containment of hazardous materials, as well as handling procedures.

- **Dedicated Space** Collection storage must be a dedicated space. Allowing the storage of extraneous materials compromises security and promotes accidental damage.
- **Proximity to Compatible Function** Curatorial and preparation spaces, conservation laboratories, receiving areas and loading docks and fumigation areas should be adjacent to each other.
- **Isolation From Incompatible Function** Public access, maintenance and food service areas should not be near collection storage areas.

D. Light

Identified Risk Exposure to artificial and natural light sources

Goal Modified lighting plan for collections

Plan of Action

- Replace the UV film protection on the storm windows
- Consider interior window shade treatments to diffuse and dim natural daylight intensities
- Purchase a light meter from a museum supplier to monitor light and UV levels;
- Complete the transition of all light fixtures to LED light;
- Adopt vigilant procedures to monitor and minimize light damage
 - Follow exhibition standard practices for light levels;
 - Require vigilant closing of shutters procedures
 - As feasible, rotate collections on exhibit,
 - Substitute digital facsimiles of original photographs or paper-based objects on exhibit,
 - Evaluate glazing replacement needs for framed artwork on paper with UV filtered glazing.

Site Observations

RJD is commended for having good light management procedures in place to minimize the risks of fading and light degradation. All windows have ultraviolet filtering on the exterior storms. Monitoring levels of ultraviolet light were 95-45 indicating the UV absorption capacity, however, is diminishing and verging on exhaustion.

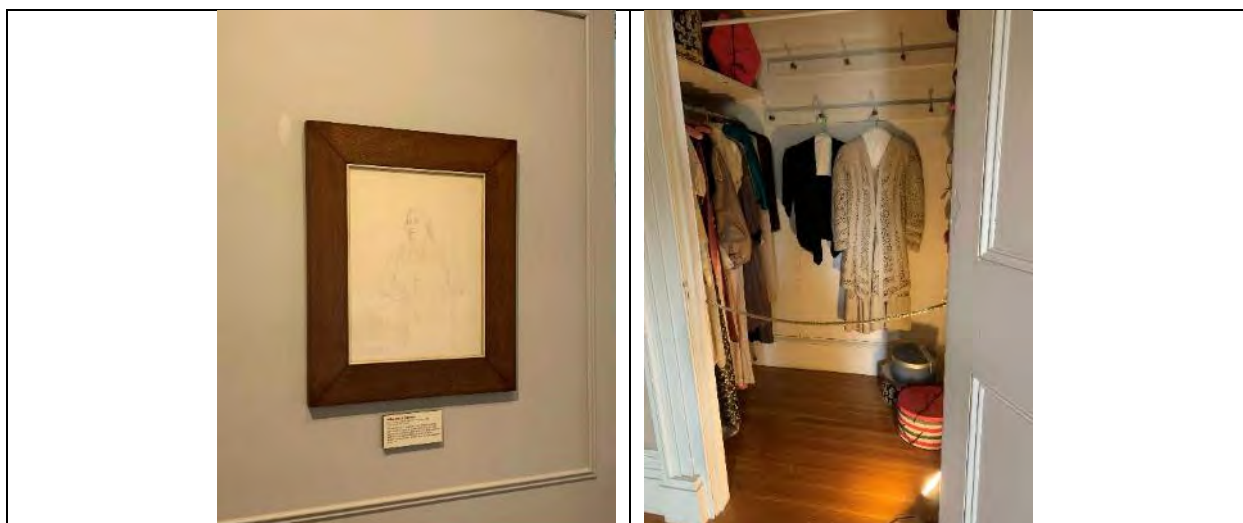


Fig. 9 A rotation of framed art on paper is used in the permanent Quaker Gallery and no natural light falls on the surface (left). Dimmer exhibit areas, like this closet, use spot lights (right).

The RJD historic rooms and their furnishings are illuminated with natural daylight through large windows. To limit exposure to daylight, shutters are used to block natural light during nonoperational hours. These procedures are best practices that limit the risks of light damage from the quantity of light (brightness and time exposures). The inconsistent shutting of shutters combined with the window size and lack of a window treatment to diffuse and lower the quantity or brightness of the light during operational hours, however, continue to advance light damage. Items at highest risk are those within the direct path of sunlight, often fabrics and finishes. Even during the site visit days of threatening rain, the brightness of light was well in excess of acceptable levels within fifteen feet of the windows.

The furnished rooms have been on long term display with the exception of a twice-yearly rotation in the textile galleries. A variety of artificial light sources brighten dim hallways or room locations. They are a mixture of different LED and incandescent fixtures and create no significant heat risks. Enclosed cases have no interior lighting sources, also a commended practice. These fixtures are placed exterior to the case, resting on the top glass cover. The placement creates an uneven illumination, however, with the highest levels at the top of the case fading to the lowest levels at the bottom of the case. The variable ranges of illumination present an exhibit design challenge.

Light sensitive paper items are rotated in the Quaker Gallery and following best practices these framed pieces are sheltered from direct exposure to daylight.

Light as a Preservation Risk

Light is one of the greatest risks to the preservation of a collection. Regrettably for all collections this presents a double edge sword as light, whether it is artificial or natural daylight is required to enjoy exhibits. Light, in both its visible and invisible forms causes accumulative and irreversible damage to all types of materials. Any exposure to light advances chemical and physical degradation leading to changes in color and embrittlement, thus it is important to remember that every time an object is exposed to light, its physical security and chemical stability are being affected. The damage is proportional to the light's energy (brightness and wavelength) as well as how long the object is exposed to light.

Light management protocols utilize combinations of passive or active resources to limit:

- The quality (how much is visible and ultraviolet light (UV),
- The quantity (how bright is the light),
- The length of light exposure (how long is the object lit by the light source).

To better understand what causes light damage, a helpful learning tool about fade damage and how to balance the different aspects of lighting factors is available for free at <https://app.pch.gc.ca/application/cdl-ldc/description-about.app?lang=en>. A free webinar detailing the online light damage calculator is accessed online at <http://www.connectingtocollections.org/lightcalculatorrecording/>.

Recommendations

Because the current UV film is nearing the end of its service life, it has diminishing protective qualities. Planning for its replacement on the storm windows is recommended. It should be noted that applying a film to the original window glass is commonly avoided due to reversibility and application/removal risks that may break the glass. The recommendation is to consider both clear and tinted options with the goal to both eliminate 1) ultraviolet radiation (quality of light) and to reduce the 2) quantity or amount of daylight within the furnished rooms.

Identifying the UV film and fiscal resources for their replacement is recommended as a short-term planning need. The Conserve-O-gram # 3/10 "Choosing UV filtering window films" provides answers to how to find the most effective film. It is important to choose a film that filters rays below the 325-380 angstrom (Å) range, and not to be swayed by deceptive marketing material that indicates 98% of UV is filtered. See <https://www.nps.gov/museum/publications/conservoogram/03-10.pdf>. Its use of a silvering on the film needs on-site evaluation, as this reflective quality, although mild, may negatively impact the interpretation of the house exterior. Be aware that if storm windows are seasonally removed there will be no protective film in place. If this is a practice, the use of interior window treatments, often a UV filtering plexiglass panel, is required to eliminate ultraviolet radiation.

High light levels, and especially natural daylight, present continuing accumulative harm to the range of collections in the historic rooms. The installation of interior window treatments to both diffuse the light and reduce the intensity of the daylight within the furnished rooms is recommended as a second layer of protection. Options to consider are light diffusing gauze curtains, tinted UV mylar shades, or light filtering scrim shades which can include UV filtration. If interior window treatments are used (as with films applied to the exterior storm windows), plan to fit all windows with the same system to provide visual consistency between rooms and throughout the house.

A light monitoring program is recommended as part of a housekeeping protocol. Wallpapers, upholstery, rugs, and finishes on wooden objects are highly sensitive to fading risks. The damage is not easy to note by the human eye until fading has progressed too far. The use of Blue Wool textile fade cards or the ultra-sensitive Light check cards are recommended to monitor and raise awareness of advancing light damage to these particularly sensitive. These cards are a one-time use, non-reversible product that are useful tools to quickly demonstrate that the exhibit spaces provide insufficient light protections and too much light is hitting an object. Placing them discretely in exhibit spaces is a simple, practical and effective way to document fading, especially if you need to build a case for greater light protection. Monitor them following the instructions at the end of this section.



Fig. 10 Exposure to daylight presents a high risk of light damage to all materials.

A program to complete the changeover to LED lights is recommended. LEDs are not only energy efficient, and produce less heat buildup, but also produce a negligible amount of the harmful UV. The changeover will also provide a consistency in illumination with is pleasing to the visitor eye. To raise awareness, review the Connecting to Collections webinar How to change a lightbulb. At <https://www.connectingtocollections.org/how-to-change-a-lightbulb/>.

This webinar demonstrates how light-emitting diodes (LEDs) emit light, describes methods for assessing the qualities of light and provides examples of how good lighting design can help provide a dynamic visitor experience while minimizing light's harmful impact on collections.

Substituting a strip of LED spots along vertical edges of standing cases is recommended to resolve uneven case lighting.

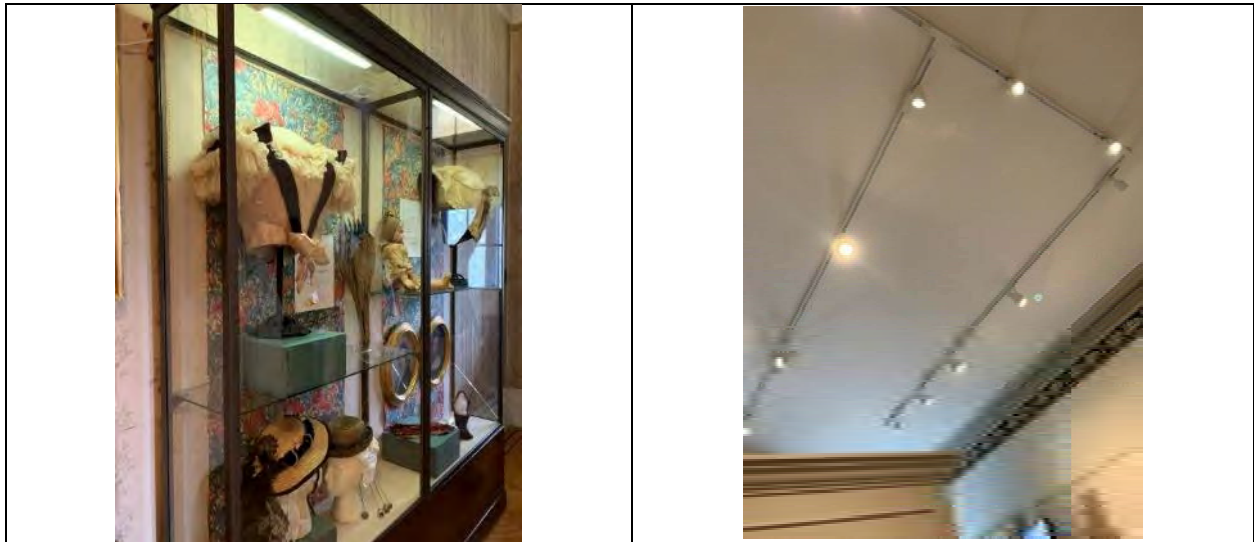


Fig. 11 A mixture of artificial lights illuminate exhibits (left). Changing them all to LED saves money and also provides flexible options for best practices (right).

The use of high-quality digital copies of drawings, letters or prints is encouraged, especially when on long term display. The substitution obviates fading risks and maintains the value of the individual pieces if the originals are protectively stored in the dark. A best practice when reframing items with new acid free mats is to require the highest quality of UV filtering glazing available.

Collection Sensitivities to Levels of Illumination

To assist in the objective assessment of light levels, the purchase of a light meter is recommended as part of a housekeeping kit. A light meter is an essential piece of equipment that measures the brightness level in foot candles and/or lux (10.76 lux=1 foot-candle). These measurements guide how to illuminate an exhibit within recognized standards of practice.

User-friendly light meters are available from museum suppliers for between \$200 and \$300. A best practice is to purchase the more comprehensive and expensive (\$1,400) Elsec 765 meter with T, RH, Ultraviolet and light level/foot-candles capacity as part of a curator's kit to monitor all environmental factors with a single piece of equipment. This specialty equipment is available from <https://www.sperdirect.com/elsec-765c-environmental-monitor-logger-293-prd1.htm> and <https://www.elsec.com/collections/environmental-monitors>.

To guide you in assessing your light levels, the recommended levels of illumination for the categories of museum objects are as follows:

- **least sensitive objects** **Up to 30 foot-candles**
(stone, metal, and most glass and ceramics); average annual exposure: 90,000 foot-candle-hours or less, assuming 3,000 hours illumination per year
- **moderately sensitive objects** **Up to 15 foot-candles**
(oil and tempera paintings, frescoes, ivory, bone, horn, undyed leather, lacquer, unpainted wood,); average annual exposure: 60,000 foot-candle-hours, assuming 3,000 hours illumination per year
- **very sensitive objects** **Up to 5 foot-candles**
(textiles, costumes, tapestries, works of art on paper, manuscripts, natural history specimens, dyed leather, fur, feathers, natural fibers, paintings in gouache, miniature paintings); annual exposure: 15,000 foot-candle-hours per year assuming 3,000 hours illumination per year
- **ultraviolet light** **75 or less microwatts per lumens**
0 readings are a best practice for all types of objects and materials. Filtering natural daylight is imperative. Artificial lights sources vary in emitted UV levels and must be checked for filtration needs.

Note that light measurements need to be measured at the surface of the object or the future location where the object will be displayed. Since the light meter measures the incident light (at 90° to the surface), even minor rotations of the meter will result in inaccurate readings.

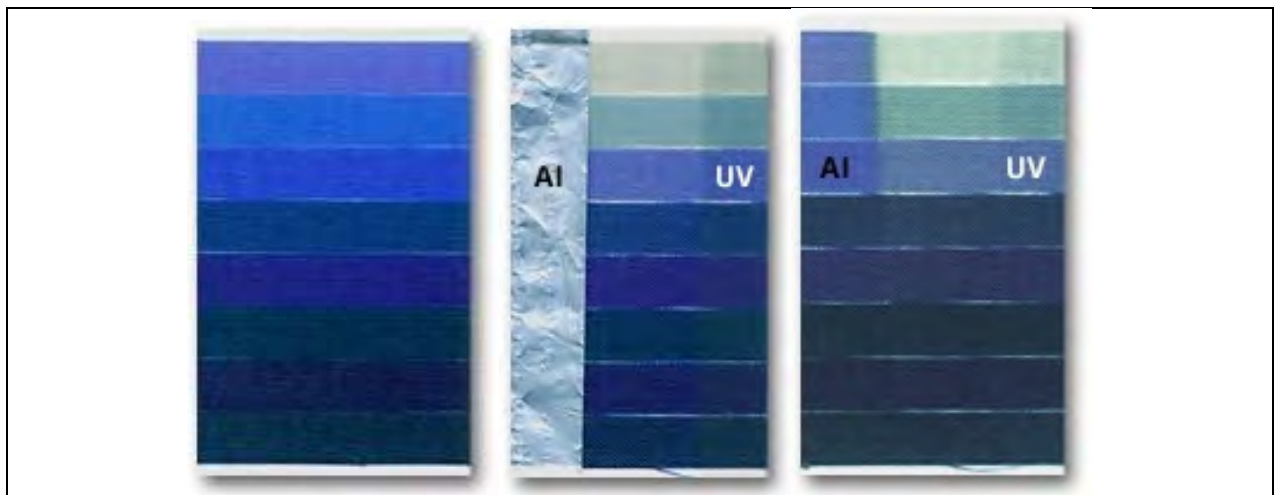


Fig. 12 The card on the left is a fresh unfaded card. The card in the middle has an aluminum (AL) strip protecting the left side, and a UV filtering film strip (UV) protecting the right edge. The middle of the card is unprotected. The card on the far right has had the aluminum barrier and the UV filtering film strip removed, showing the amount of fading in the protected area. The middle has also been unprotected. Placed in a south window for eight months, the Blue Wool Standard on the right shows fading equivalent to several decades of exposure under both controlled and uncontrolled exhibition lighting conditions.

The use of the fade cards is an effective tool when raising an awareness of risk factors to those unfamiliar with collection care risks. These small paper strips are composed of stripes of different types of blue dyes that gauge the fading caused by light and ultraviolet light exposure. By comparing the exposed cards to a master card kept in the dark, the degree of fading is readily visible. For instant comparison on exhibit, block the light with a piece of foil on one half of the card. Placing the textile fade card alongside of vulnerable materials will show the degree of fading that is occurring, even with window treatments and low light levels in place. The standard cards are useful for regular exhibit displays that are installed for 6 months or longer. More sensitive cards named Lightcheck are helpful for an 8 week or shorter display. Light Check cards are available from www.keepsafe.ca. The standard blue wool fade cards are available from museum suppliers such as Talas.

E. Particulates and Pollutants

Identified Risk Exposure to Particulates and Pollutants

Goal Vigilant Preventive Care Management

Plan of Action

- Hire a full-time Collections Manager
- Create housekeeping carts for each exhibition floor
 - Purchase HEPA vacuums, microfiber cloths, natural bristle brushes, small hand tools
 - Add flashlights and headlamps for supplemental light
- Create a checklist of daily, weekly, seasonally and annual housekeeping tasks
 - Add task sheets for each type of furnishing with resources for procedures, materials and frequently of task
 - Reference National Trust Handbook for Historic Housekeeping
- Remove exhibited household and medical product contents
- Protect or replace permanent rugs from foot traffic
 - Add needle punched polyester kaput (18") rug pads under all rugs
- Assess preventive care needs for framed artwork
 - Add air spacers to the bottom edge of framed air
 - Refresh matts and glazing systems to frame fine art on paper

Site Observations

The RJD furnished rooms and surrounding hallways are neatly presented. The Facility Manager undertakes weekly cleaning of visitor pathways and dusting of easily accessible furniture surfaces, following recommended procedures detailed in the Minnesota Historical Society Historic Housekeeping Handbook: www.mnhs.org/preserve/conservation/reports/manual-0102.pdf. These consistent efforts follow a standard of best practices resulting in a clean and welcoming space.

The absence of a dedicated full-time position to oversee preventive care needs hinders a consistent application of best management practices. It precludes the ability of RJD staff to conduct more involved “behind the ropes” monitoring or collection care tasks on a regular monthly, seasonal or annual basis. Many tasks are seemingly simple but easily deferred in the face of time limits and competing responsibilities. As an example, the use of mylar separator sheets between objects and padding of textiles on exhibit is a demonstrated best practice. The deferred placement of a support for a map however has contributed to the current physical deformations. Framed artwork in aged mats or with wood backings, and a selection of household products also have outstanding preventive care needs that would be addressed by a Full Time collections manager.



Fig. 13 A more vigilant preventive care program is needed to monitor the active flaking on both the painting and the lacquer table and plan for needed conservation services (left). An evaluation of the merits of these pieces to the mission and interpretive plan may guide decisions to address the costs of conservation treatment to stabilize the flaking paint(right).



Fig. 14 The use of mylar to separate objects from furnishings is a good practice (left). The map exhibited on the desk is suited to additional support to keep it from distorting (right).



Fig. 15 Initiatives to reframe artwork on paper with acid free mats and non acidic backing boards is recommended for all paper based artwork on exhibit. Adding cork stops to the lower corners to raise them off the wall increases airflow and reduces risks of microclimates that foster mold growth.

A medicine chest and household cleaning products were noted on display. A best practice is to evaluate the potential of hazards. Commonly only the containers of household products are kept, and the contents disposed of.



Fig. 16 A best practice is to remove the contents from inside household products but to keep the containers intact for display. Medical chests often have hazards due to the dried concentration of medicinal tinctures. Testing for identification and subsequent removal, with documentaion of findings in the collection record, is also a best practice.

All furnished rooms are carpeted with synthetic open weave rubber pads. A number of the rugs are part of the visitor pathways or cover areas used for program seating arrangements. These areas are vacuumed regularly and kept clean.



Fig. 17 Evaluating the rugs for permanent or service collections in visitor pathways is recommended due to the wear and soiling from foot traffic. A preventive care protocol uses needlepunched polyester as rug pads as a best practice and silicone moving discs to distribute the weight over a larger surface mitigating the phsyical compressin risks from heavy objects with small feet.

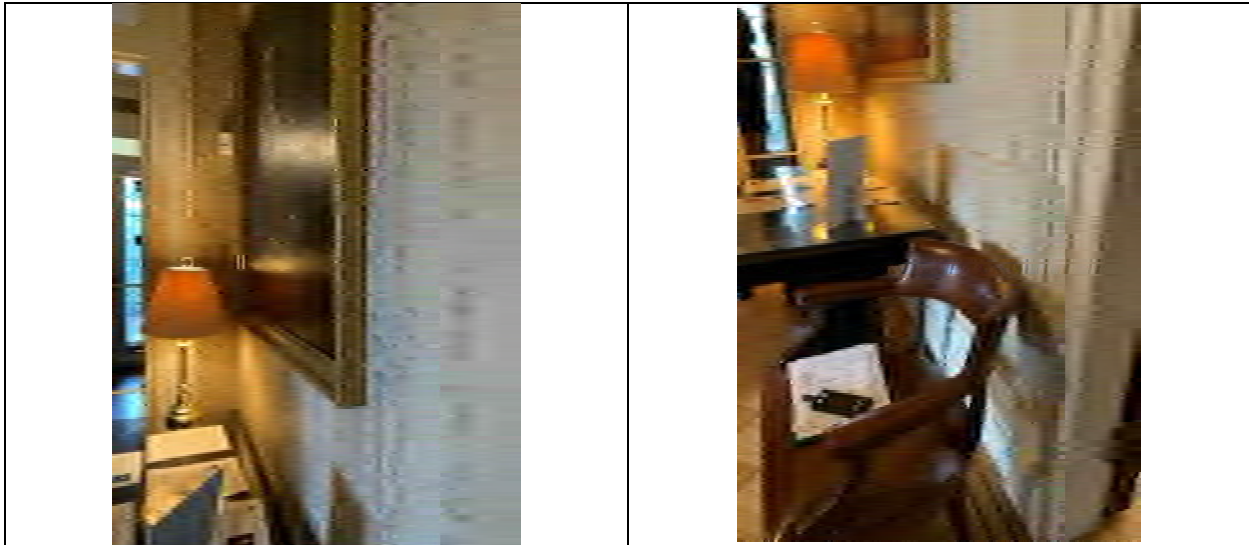


Fig. 18 Placing cork spacers along the bottom corners of paintings and a wooden stop between the back of the chair legs and the wall mitigate risks to wall paper abrasion.

Recommendations

A full-time Collection Management position is recommended to oversee a collections maintenance program as currently envisioned. A well-designed housekeeping plan serves more than one function. It not only keeps collections clean and dust-free, but also allows staff time to regularly monitor the state of the collection. Housekeeping can also serve as a low-budget way to support other collections care activities, such as pest management. The development of a housing schedules of tasks that details a housekeeping log and cyclical housekeeping schedules is recommended. Because of the variety of materials, finishes and manufacturing methods of house furnishings, working with a conservator to review your maintenance plan is advisable. Bookshelf and on line references are listed at the send of this section.

In support of the housekeeping tasks, a dedicated housekeeping cart with HEPA vacuum, crevice micro-tools, natural soft bristle art brushes, and micro cloths are recommended for each floor. This obviates the physical risks to transporting equipment up and down the stairs. Proprietary cleaning products, due to the perfumes, stabilizers and additive for home use, are not recommended. Dusting cloths, Vinegar, distilled water, ammonia, iso propyl alcohol and Murphy's Oil Soap and Renaissance microcrystalline wax are products to use. A You tube playlist of historic housekeeping procedures is found at <https://www.youtube.com/playlist?list=PLF73955BF129CCCC4>.

A good vacuum is the most effective way to manage dust. Choosing a vacuum for collections care is very different than picking one for facilities maintenance; there are many brands and models, from hip-vacuum to backpack and floor styles, and the style chosen will vary depending upon the needs and budget of the collection. The National Park Service Conserve O Gram Number 1/6 choosing a museum vacuum cleaner provides helpful information at

<https://www.nps.gov/museum/publications/conservation/01-06.pdf> In general, the following features are important to look for when choosing a vacuum:

- Variable suction—cleaning fragile objects will necessitate using less suction than more stable items
- Micro-tool set to vacuum very small areas
- HEPA (High Efficiency Particulate Air) filter, which will remove 99.97% of particles 0.3 microns in diameter or above
- For even finer particle removal, an ULPA (Ultra-Low Penetration Air) filter will remove 99.99% of particles 0.12 microns in diameter or above
- Fiberglass screen for vacuuming textiles

If possible, avoid using the same vacuum to clean the facilities and clean collections, unless all parts are cleaned thoroughly between uses. If the same vacuum is used to clean both floors and collections, separate hose and tool attachments should be available, and the bag and filter should be replaced before use on collection items. Never vacuum any flaking or particularly delicate object without consulting a conservator first.

It is important to note that having an efficient HVAC system with a HEPA filter can also drastically reduce dust. This doesn't replace the need to vacuum, but it does help to control the amount of dust in collections.

An overlooked cyclical maintenance task at RJD is to annually vacuum all textiles, including bedding, hangings, and other fabric surfaces through screening. This procedure mitigates against the incremental accumulation and embedment of dust causing a graying of these fragile surfaces. Polishing the brass fire accessories with specially designed treatments once a year is recommended to reduce darkening oxidation and mitigate the formation of active corrosion. Silver objects require a customized precipitated calcium carbonate paste, and not commercially available polishing products. Lacquering newly polished brass and solid silver objects is often a preferred protective coating to diminish the annual cleaning time commitments. The Canadian conservation Institute Notes 9/3 provides helpful guidelines for a range of materials and collection questions at:

<https://www.canada.ca/en/conservation-institute/services/conservation-preservation-publications/canadian-conservation-institute-notes.html>.

A guide for polishing brass and copper is located at:

<https://www.canada.ca/en/conservation-institute/services/conservation-preservation-publications/canadian-conservation-institute-notes/care--brass-copper.html> .

An often-overlooked housekeeping need is to clean the wallpaper surfaces every few years of the air borne particulate deposited from open windows or heating systems. An example is the visible buildup on the dining room wallpaper, now evident from the fingerprints left behind.



Fig. 19 A notebook with task sheets for frequency, procedural information and materials is recommended. Examples are how often and how to clean dull brass, and the dining room wall paper that is disfigured by an accumulation of air borne dirt, revealed by fingerprint marks.

To ensure consistent use of products as well as cleaning and handling procedures, the formation of a housekeeping manual is recommended. This is particularly helpful with the rotation of staff. Often prepared by room when furnishing do not rotate, each notebook contains a task sheet by object. The sheet identifies the object, any handling or mount risks, the procedure for cleaning and the list of products used and their source for purchase. Each task sheet also references online resources for learning about how to undertake the task and what specific products to use or not to use. The handbook can be developed overtime, with new sheets added as part of the tasks for annual cleanings.

An evaluation of the rug placement and the impact of visitor traffic on them is recommended as part of a preventive care plan. A preventive care protocol is to either substitute a rug that is not from the permanent collection or to recategorize the existing rug as “resources,” a collection category that is used and its replacement planned for. A recommended practice to protect rugs from deforming due to pointed heavy objects, such as the piano, is to use silicone moving cups under the feet to distribute the weight over the surface.

To incorporate a best practice to maintain the rugs, the use of needle punched (no glues no finishes) polyester kaput, 1/8th inch (white) is recommended for an underlay. The direct source is Buffalo Felt at <http://buffalofelt.com/felt-products/needle-punched-felt/#polyester> (716/674-7990 x207). The current rubber mats readily degrade and off gas harmful products directly degrading the rug and flooring finish. The use of these rubber mats are not recommended for long term exhibit.

Household products commonly are corrosive in their undiluted product form or are attractive to pests. An evaluation of collections for potential health and safety hazards is recommended. A

best practice recommendation is to remove the contents and to preserve the containers for display. If the contents are important to keep, they are best housed and stored separately.

Medicine chests often masked chemical hazards in the array of bottles. Laudanum, a tincture of opium is a common medicinal, often apparent as a white powder residue. As these dry out, they become concentrated elevating the risks. A best practice is to remove them from exhibit until the contents are identified by an industrial hygienist or medical toxicologist.

Collections Resources

A core reference for historic housekeeping, which explains and details procedures, is The National Trust Manual of Historic Housekeeping available on Amazon at:

https://www.amazon.com/National-Trust-Manual-Housekeeping-Collections/dp/0750655291/ref=sr_1_2?hvadid=77790502383917&hvbm=be&hvdev=c&hvqmt=e&keywords=the+national+trust+manual+of+housekeeping&qid=1573677695&sr=8-2'.

Other sources include the Canadian Conservation Institute Notes available as pdf files at <https://www.canada.ca/en/conservation-institute/services/conservation-preservation-publications/canadian-conservation-institute-notes.html>.

A useful resource is the National Park Service Museum Management Chapter 13 Historic Housekeeping, located at <https://www.canada.ca/en/conservation-institute/services/conservation-preservation-publications/canadian-conservation-institute-notes.html>. This reference has housekeeping checklist and information on how historic housekeeping is different from your own residential housekeeping.

<https://ccaha.org/resources/collection-housekeeping-guide> also offers exemplary foundation information and a template format to customize your own housekeeping guide.

F. Theft

Identified Risk Jeopardy due to theft

Goal Increased collection security

Plan of Action

- Undertake an inventory and photograph reconciliation of holdings
- Photo document exhibit spaces annually
- Establish a database backup procedure and store off site

Site Observations

The RJD is located in a trafficked residential and institutional neighborhood, within a short drive or walk of a major artery and the city's commercial and more urban settings. The use of contact door alarms, assigned keys, locked cases, and perimeter alarms and an external video camera secure the buildings. Competing financial needs for operations and building projects and a history of no documented thefts have also deferred a needs assessment of facility wide security options.

The outstanding inventory needs of the collections present the greatest risk of loss to RJD. Not having full documentation of your collections places the historic site at risk of not knowing when a loss has occurred. To mitigate this risk, the staff maintain the storage keys and, demonstrating best practice, accompany Collection Committee workers when collections are accessed.

Smaller pocketable size collections are displayed inside cases or behind barriers reducing the risks of opportunistic theft. Collection artifacts too large for cases are displayed behind exhibit stanchions in one room but in other rooms are generally outside of the easy reach of visitors. The rooms are monitored by volunteer docents, a practice that also reduces the risk of theft but is prone to opportunistic theft if docents are distracted by multiple visitors. These are all commended risk reducing practices that align with available resources.

Recommendations

The greatest security risk identified is the lack of a complete inventory of the collections. It is essential to fiduciary oversight that the RJD has documented knowledge of its holdings. The commissioning of an inventory and record reconciliation with photographs is a priority recommendation that will also be the first step to clarifying collection space, furnishing and specialty environmental needs.

In the short term, a practical annual security procedure is to photograph exhibits annually. Dated images will document what is on exhibit and support police reports should something be missing. Other exhibition tips describing inexpensive security options using hardware, sensors and alarm systems are described in the Canadian Conservation Institute (CCI) Security Hardware and Security System Planning for Museums technical bulletin #19. The publication is available by mail at CCI, Department of Canadian Heritage, 1030 Innes Road, Ottawa ON K1A 0M5 or on-line at <https://www.canada.ca/en/conservation-institute/services/conservation-preservation-publications/technical-bulletins.html>. An example of a popular method are floor positioned infra-red motion detector alarms. These small units can be positioned to deter visitors from coming too close to areas during unsupervised times with an alarm. These can be particularly helpful in areas when visitors want to move closer and when docents may be distracted.

The RJD is located in a community environment where the value and respect from its visitors and residents are considered fundamental and an assumed cultural behavior. In the larger national environment, however, attitudes of respect are changing, and honesty can no longer be assumed of all visitors. In addition, while it may initially appear counter intuitive, regrettably the majority

of loss in historic sites is from in-house workers having unaccompanied access to collections. It will benefit the RJD to consider these cultural changes in light of additional ways to protect the site and collections from theft or possible mistreatment. Start with a review of your insurance policy by your insurance representative to inquire if there are any staff protocols or upgrades to your existing security systems that may lower your insurance rate. The Connecting to Collections webinar How to Manage your Organizations risk provides a good review in preparation to a dialog with your insurance broker. <https://www.connectingtocollections.org/insurance-manage-risk/>

As the popularity of RJD as a function space increases, commissioning a security assessment by an experienced security professional will inform you of growing needs. Evolving towards an electronic key card system, commonly used in historic sites to track and control access, is recommended as a long range goal.

G. Environment

Identified Risk Inhospitable Environmental Risks

Goal Establish an environmental monitoring program

Plan of Action

- Purchase a kit of monitoring equipment (dataloggers, moisture meter, and Elec365) to support the ongoing program
- Initiate a 4 season 24/7 environmental monitoring program in each building
- Identify and correct breaches to the building envelop (air leaks, moisture seepage, areas with high dew points)
- Remove the rug in the curator/collection managers work room
- Raise all file cabinets in the basement at least 4 inches off the floor.
- Provide staff with professional development opportunities through Connecting to Collections <https://www.connectingtocollections.org/> and Environmental Sustainability webinars <https://ipisustainability.org/>
- Commission the evaluation of the data with a HVAC mechanical engineer or a suitable preservation architect and a collection care specialist versed in museum needs.

Site Observations

There was no documented environmental history available during the site visit. Spot monitoring was undertaken in each room on each day by the assessors during the site visits.

The ambient environment was monitored for temperature, relative humidity and dewpoint using an Elsec 365C environmental monitor in each room. Readings consistently indicated the interior ambient environment followed the exterior weather conditions. Dewpoints readings consistently between 57°F and 62°F were encroaching on high risk range and foster an inhospitable collection environment that hastens degradation. Dew points were highest in the basement and lessened with each higher floor level indicating the concern of rising damp through the building structure.

The smells of dampness and presence of drafts suggest a history of building envelope breaches in the basement. Ground slope, drainpipes and window wells are suspected influencers for the basement semi-terrarium floor.

Building performance and landscaping concerns and other suspected areas for moisture infiltration are detailed in the architect's report.



Fig. 20 Prior leaks into the curators office have fostered an embedded mold colonization in the rug (left). Building breaches have also contributed to water seepage creating stains on wallpaper (right).

Recommendations

Although a new roof and repairs to the building envelope are current, the past history of building envelope deficiencies suggest a need to evaluate the effectiveness of the repairs with an ongoing environmental monitoring program. A yearlong program to monitor environmental conditions, independent of the thermostat sensor readings, is the first step to understanding the ambient conditions and building variables, and to alert staff of developing problems. This initiative is a priority recommendation to begin in 2020 as funds are received. It involves a three-pronged approach:

- The use of environmental monitoring equipment to document the range of fluctuations in Temperature, Relative Humidity and Dewpoint in exhibit and storage locations,
- On-site inspection of the conditions to evaluate the building's weather proofing systems, landscape characteristics and evidence of past problems,
- The analysis of both the observed and recorded information to determine the building's needs and capacities.

Monitoring Program

Using state-of-the art data logging equipment to document a 24/7 history of T, RH and dewpoint over a full four seasons is a primary recommendation to begin as early as possible. It is important that accurate information is recorded and that it includes concurrent data about outside weather conditions. With this accrued information, professional assessments can identify the optimum locations for collection storage and work-related functions in the buildings. They also will guide options to improve the building fabric and interior heating and cooling systems. Working with mechanical engineers and collection care professionals versed in collection needs as part of your overall facilities management team, will insure you have an effective and efficient system that maximizes the efficiency and minimizes costs while also supporting the long-term environmental needs of the collections.

To raise awareness of sustainable practice in environmental management or diagnosing inefficient HVAC operations, participate in the many free webinars on collection care and sustainability by Image Permanence Institute. The list and links to the presentations are available at <https://ipisustainability.org/webinars.html>. Series I webinars are designed for institutions beginning a program; Series II will teach participants with at least one year of environmental data how to progress from the monitoring stage to the management stage. At the end of the series, participants will be able to analyze and interpret meaning from environmental data and respond to data interpretation by creating appropriate action plans. Each live webinar will run for approximately 60 minutes including time for questions, and webinar recordings will remain accessible through December 2020.

To initiate a monitoring program, dataloggers must be purchased and placed a minimum of one on each floor of the Main House and Coachman's House. Data loggers are available from many suppliers and will range in accuracy generally reflective of their cost. The Connecting To Collection webinar <https://www.connectingtocollections.org/wireless-environmental-monitoring/> is a helpful resource to raise awareness of the multiple environmental monitoring options. Hobo units from Onset <https://www.onsetcomp.com/> are a frequently used product by many historic sites that have the resources to design their own system and manage the data in-house. Due to lack of staffing resources at RJD and the risk to missing monthly download tasks, an alternative unit named PEM2 from Image Permanence Institute is suggested by this assessor. These units have a narrow range of deviation, have a continuous 10-year multi-year tracking feature, and come with a proven history of user-friendly support with their software program "Climate Notebook". Available by subscription, the program organizes, tracks and analyses the environmental data with reports suitable to curators, collection care managers and facility managers:

<https://www.imagepermanenceinstitute.org/store/environmental-monitoring/pem2-datalogger>. A minimum of one datalogger for each floor of each building (Main House and Coachman's House) is recommended with additional ones one for eaves and attic spaces used for collection storage. An NEH Preservation Assistance for Smaller Institutions program grant is a funding agency that commonly supports the purchase and environmental study:

<https://www.neh.gov/grants/preservation/preservation-assistance-grants-smaller-institutions>.

Eliminate of Sources of Moisture

The second step in a phased plan is the elimination of moisture infiltration into the building. As the building envelope is the collections first line of defense, improvements made at this level will provide the greatest risk reduction. A tool that is helpful to identify and track the extent of an area suspected of high moisture is a pin less moisture meter. Tramex has several versions with pads to place against a surface (wood, plaster, cement) to register a relative scale of dampness. To understand the reading, identification of a dry surface reading is needed for comparison.

The elimination or reduction of liquid water or water vapor infiltration is typically done through repairing or rechanneling rain runoff systems away from foundations, cutting back overgrown tree canopies, repairing roofing and flashing, and regrading around the structure to improve groundwater drainage. Complex and expensive foundation drainage treatment is occasionally necessary in instances where decades of poor subsurface and groundwater runoff have severely damaged the structure's natural drainage. More often an old weather proofing system only needs slight modifications or repair so that its original capacity to moderate the environment can function. The preservation building assessment portion of the report provides guidance on these issues.

The dew point reading is a helpful tool for evaluating the environmental risks that may be present and if corrective measures have successfully reduced the moisture infiltration. To understand what the dew point is, its relationship to relative humidity and temperature and why it is important for managing environmental conditions, visit:

<https://www.imagepermanenceinstitute.org/environmental/dew-point-calculator>

or <http://www.dpcalc.org/>. The IPI online Dew Point Calculator allows you to:

- Explore the relationship of Temperature, Relative Humidity (RH), and Dew Point;
- Explore the preservation consequences of environmental conditions with respect to Natural Aging, Mechanical Decay, Mold Growth, and Metal Corrosion;
- Help plan, evaluate, and manage storage environments with respect to preservation benefits, preservation risks, or the realities and capabilities of your system.

Use of Humidistatic Controls

Evaluating the means for humidistatic controls is Step 3. This incorporates circulating air through the buildings using ventilation such as attic fans, or the chimney flues, if possible, for discrete positioning of exhaust fans. It also includes introducing low humidistatically controlled levels of heat both in summer and winter to reduce RH levels. The important word here is low. This does not mean heating for human comfort in the winter. This step seeks to reuse existing heating and ventilating systems and to avoid the need for intrusive and expensive modern climate control equipment. A team that includes an environmental engineer, a preservation architect, and a

conservator, all with experience with historic buildings and humidistatic controls, will bring the expertise of important perspectives into play when deciding how best to move forward on this issue.

Mechanical Systems

Step 4, the revision or new installation of major mechanical systems to provide year round climate control is the least applicable of all the phases for the majority of historic house settings due to the complexities of engineering and installing a heating system into a building that was not designed to incorporate modern heating systems. It is only appropriate where the condition of the structure and the particular collections inside warrant its use, and where the physical and aesthetic impact of such a system is minimal.

The modification of the current mechanical systems to provide year-round heating and cooling is not advised at this time. The recommendation for RJD is to first gather and evaluate the history of environmental data with a mechanical engineer and conservator fluent in museum parameters before any decisions or actions are made at the system level. Evaluation of localized options to provide suitable environments at the exhibit and storage room level, rather than the overall building level, are recommended as part of assessing needs and sustainable practices.

Interior and Exterior Maintenance Plans

The last step is the ongoing rigorous attention to building and site maintenance and identification in breaches to the building envelope that makes the rest of the plan work. Unless gutters are kept clean and in good repair, doors sweeps tight, roof and flashing kept with unbroken seams, exhaust fans maintained in proper working order, and drainage systems effectively manage ground water, and kept free of buildup and overgrowth, it will not be possible to maintain a sustainable environmental plan. Some suspect site drainage and downspout issues worthy of further investigation were noted along the north side of the building during the site visit.

A prescribed and vigilantly implemented maintenance inspection is recommended with the change of each season and after storms. A checklist is a recommended tool to insure inspection consistency over time. See the building report for suggestions. A schedule and documentation of maintenance tasks on a semi-annual or quarterly basis, kept in a maintenance notebook or database, will log a history for staff, volunteers and vendors to follow. The notebook/database is also a centralized management location to document vendors, and when and how deficiencies were corrected. A section devoted to product information, such as paint types and brands, caulking, membrane repairs or insulation types is helpful as it aids staff tracking failure rates of materials and applications.

A staff point of contact to coordinate joint site examinations with the landscape and building repair vendors is recommended. A consistent collaboration reveals overlooked needs.

H. Integrated Pest Management

Identified Risk Risk of Active Pest Infestation

Goal A pest free environment with integrated non-chemical focus to pest management

Plan of Action

- Establish an in-house integrated pest management (IPM) program;
- Appoint a pest management coordinator;
- Put together a team to coordinate and implement the IPM program,
- Survey the building for point of ingress and correct building breaches;
- Initiate a monthly monitoring program with sticky traps and regular visual inspections by qualified individuals of problematic areas in the basements and attics for telltale signs of pest activity; and,
- Keep areas of pest activity particularly clean, as this will aid in identifying activity.

Site Observations

To the RJD staffs' credit, exhibits were clean, and accessible for inspection and light cleaning tasks. Inspecting for insects or rodents is not part of the schedule of housekeeping tasks, however, all these coordinated housekeeping efforts are applauded for the consistent and thoughtful oversight that presents an attractive visitor experience and deters pests. Mice are occasionally caught but a trapping program keeps them under control.

The museum further supports pest management efforts by ensuring food waste is removed from the building promptly. Pest ingress risks are also lessened by a minimal use of shrubs planted adjacent to the foundation. Currently shrubs are only planted along the west face driveway entrance. A low number of spiders and other indicator pests were observed along the interior basement edges, eaves and corners of upper floors, all risk prone areas easily overlooked for a vigilant regular cleaning program.

The high basement dewpoint reading of 60°F however supports the potential for an attractive pest environment. Building envelope draft breaches that provide easy ingress to the building for pests, especially noted in the attic, exacerbate the risk of pest infiltration.

The use of the patio for functions presents a heightened pest risk to the house due to consistent opportunities for food and beverage spills if not immediately cleaned by caterers.

The historic gardens present opportunities for the congregation of collection eating pests, especially in the summer months, coming into the house to colonize. There is no monitoring program in place that detects what the degree of risk is from the gardens.

Recommendations

Establishing a baseline integrated pest management program (IPM) in exhibit and collection storage areas is recommended. Basic information is provided below. The plan can be established in steps over time as resources allow and spaces become more accessible for monitoring. Until that time, focus on inspecting the existing trap placement and inside boxes as they are pulled for exhibits or inventory tasks to alert you to activity, past or active. Even with no activity noted, sticky traps should be replaced at least every three months to ensure the quality of the traps.

An integrated pest management plan is resource dependent; therefore, volunteers are a resource to explore as they are often open to learning more in support of new responsibilities. Be sure function and catering policies identify clean up and disposal mandates immediately after each function.

Within collection or storage spaces, remove old mattresses to lessen the risks of insects or rodents using the fillers for food or shelter. For exhibit purposes a faux box spring provides the needed shape but not the shelter for insects.

Integrated Pest Management (IPM) Plan

An integrated pest management plan is a procedural focus to eliminating pests without using chemicals. The first step is a monitoring program for pests to establish a baseline of pest information. Start by placing sticky traps along baseboards, inside lights, and on windowsills and check them every two weeks throughout the year until you have a documented amount of information to reference. Prepare an Excel spreadsheet to track trap activity. Be aware the height of activity commonly occurs between May and August for most flying insects. The traps may be changed when full or every three months whichever comes first. Monitoring traps is especially important in areas with textiles and rugs as these are a particularly attractive food source to pests. The current cedar closet is a pest deterrent that has lessening benefits over time if the wood is not freshly sanded to expose the cedar oil to evaporation.

A parallel task to controlling pest activity is the identification and elimination of all moisture sources. This has been discussed in the building assessors report as well as in the environmental section of this report. It places emphasis on vigilant inspections of the building fabric and the correction of identified building deficiencies and site concerns that are sources for moisture ingress or raised levels of humidity. Environmental monitoring of the spaces with dataloggers will help evaluate the success, as pest activity will decrease as their food (living pests and organic materials) and moisture are removed.

Coordinating with landscaping vendors is also part of a holistic IPM program of tasks. Ask them to cut the grass so that it is directed away from the building foundation and prepare an incident sheet for them to fill out if nesting birds or insects are noted. Keeping the foundations clear of plantings or trimming growth closely and away from the foundation is also a good practice. A

best practice to deter pests is to install a two foot wide stone perimeter around the building footprint.

IPM Resources

An exemplary on-line resource for implementing a plan is www.museumpests.net. Questions can be posted, and a free data base program can be downloaded from this site for tracking trap information. To familiarize the collection committee with common museum pests, a helpful poster to display in the collection work room is “Common Insect Pests of Museums in North America”, available at Insect Limited <http://www.insectslimited.com/museum.htm>. The site sells sticky pest traps but also includes web based images and information free of charge. The National Park Service Conserv-O-Gram Number 3/11 Identifying Museum Insect Pest Damage is also a useful resource. <https://www.nps.gov/museum/publications/consveogram/03-11.pdf>. Technical Bulletin 29 Combatting Pests of Cultural Property, available through the Canadian Conservation Institute at: <https://www.canada.ca/en/conservation-institute/services/conservation-preservation-publications/technical-bulletins.html> also offers practical advice.

A user-friendly resource is “Pest Management, a Practical Guide,” by David Pinniger. The publication guides you through creating a pest management team (commonly curator, housekeeping, events, landscaping and facilities staff) and implementing the steps through the beginning set up, how to survey the situation, the initial steps if you find an active infestation, preventive measures, and on-going activities as well as longer term initiative.

When pest activity is found it is important to clean the impacted collection items by vacuuming through a fine screening and vacuuming the surrounding areas with special attention to cracks and floorboards. Freezing procedures are also beneficial for some materials. Contact your assessor if the need arises for further information or reference the www.museumpests.net website.

Establishing a contact with an entomologist at a local college or the U Mass Amherst Extension or the URI agricultural program is suggested for difficult pest problems that need resolving. These professional connections have an integrated pest management program that can help determine the kinds of pests you have, once they are trapped, and provide advice as to their life cycles, food sources and other attractants, where they are colonizing or how they may be entering the area. <https://ag.umass.edu/integrated-pest-management>.

I. Emergency Preparedness and Response

Identified Risk Emergency Disaster Threats

Goal Emergency Preparedness

Plan of Action

- Conduct a needs assessment to upgrade the existing fire/smoke alarm system;
- Purchase and schedule regular rotations of external hard drive backups of the collection database and store one off site;
- Conduct an electrical assessment to identify risks and needed upgrades;
- Identify loans and high-value objects to be first removed in case of an emergency and make sure they can be quickly identified and accessed;
- Purchase copies of the Emergency Response and Salvage Wheel for office and storage locations;
- Customize the Pocket Response Plan (PReP) and task a point person to annually update contact and resource information;
- Confirm that hand-held fire extinguishers are regularly inspected and serviced. Such inspections should be dated and noted on tags attached to each extinguisher.
- Prepare simplified floor plans for each floor of each building showing exist doors and firefighting equipment, laminate and place in appropriate locations. For the basement plans, identify the locations of the water and gas shutoffs and the electrical panels (which have their own shut offs). Reference AIC Heritage Emergency Program Tools for Risk Assessment <https://www.culturalheritage.org/resources/emergencies/risk-evaluation-and-planning-program>.

Site Observations

The RJD Executive Director and staff have incorporated several solid actions and practices to reduce risks to fire. No smoking is allowed in the houses. Hand ABC fire extinguishers located around the floors offer additional quick action aid in the event of a localized fire. Attic storage contains a mixture of burnable cellulosic and synthetic materials but is not overcrowded, and access is unimpeded.

There are audible fire and smoke alarm systems on each floor that are connected to an alarm service; they are tested annually. The electrical systems in both buildings appear to have undergone upgrades over time; however, these should be checked for code compliance. Neither building has a fire suppression system.



Fig. 21 Hard wired smoke detectors are in place. A basement mixed facility space adjacent to the furnace room presents a fire hazard.

The presence of a snowblower and a selection of oil based pesticides and paper products in a basement store room, adjacent to the furnace room, presents a fire hazard.

The presence of a cloud-based back up of the collection database is a solid action that supports post incident source for collection documentation.

Recommendations

This may seem daunting, but disaster preparedness doesn't have to be difficult. You can take simple steps throughout the year toward your goals. The following are some recommendations. Start with a commitment to creating a collection emergency response plan by making a timeline for developing it.

A simple recommendation but best practice, in addition to cloud-based data, is purchasing a desk top hard drive to back up the active hard drive, in particular the collection database, weekly and to keep off site. Use two remote backup hard drives - one stays at a safe off site location, such as safe deposit box, while the other backs up the active drive and is then swapped out monthly with the safe deposit one. Having access to a secondary source for the collection management database honors your fiduciary responsibility to document what has been damaged or lost should the computer drives become inaccessible due to a fire or other emergency disaster.

The separation of the paper goods from the snowblower/supply rooms is recommended. Relocation of the snowblower outside of the historic building is a preferred practice, even when drained of gas during warmer months. Locating a smoke detector in this room will also lower risks by increasing response time. Be aware that paints and solvents in the basement are best removed if outdated/dried. and best disposed of through the community recycle days for hazardous home products such as paints, pesticides and computers. A best practice is to store these products in closed flammable cabinets. used cabinets can be purchased used from

industrial furnishing suppliers in southern New England such as Yankee Supply (<https://www.yankeesupply.com/>). A good practice is to also keep pesticides in a secured sole purpose location.

The development of emergency disaster response plans to address visitor safety and collection response needs is recommended. A recommended first step is to create a call list for staff, Board and committee members and to distribute it among all involved. A handy wallet-size emergency plan is to customize the online [Pocket Response Plan™](#) (PReP™) template. To learn how to tailor the template to fit your needs, reference the five Connecting to Collection Care webinars by Julie Page to <https://www.connectingtocollections.org/archiveresponseplan/>

As your collection documentation is verified, a good practice is to identify and prioritize important collection materials for an emergency response. Customizing the PReP with the collection locations of these items is a helpful reminder in times of emergency. Be sure to task a point person to be responsible for updating and distributing the call list annually and when major changes are made.

Confirming the RJD's coverage in the event of an emergency disaster and building a relationship with your insurance representative is recommended. Your representative will be your first line advocate in the event of a natural or emergency disaster, and if he/she knows your needs, will often be able to provide timely and essential support that reduces the costly recovery expenses for conservation. Solidifying your relationship with fire responders is a second recommended action. Invite the fire chief off hours to give you pointers on safety and preparedness. Familiarize them with the collection locations and special response needs. *Working with Emergency Responders: Tips for Cultural Institutions Poster* provides advice on how to interact with responders before, during, and after an emergency:

https://www.culturalheritage.org/docs/default-source/emergency-resources/working_with_emergency_responders.

If the fire chief and personnel from different fire shifts are familiar with the site, they will arrive with more knowledge and ability to effectively and efficiently respond. With pre-planning they can arrive with fire blankets to cover cases and furnishings as firemen seek out the fire origin.

In support of public safety emergency responses during open hours, populating and posting an emergency procedures flip chart template is also recommended to empower the director and docents manning the floors. These color-coded pages provide a quick reference during times of response. Locating them at key public access areas, often alongside fire extinguishers, is a recommended practice. Committing to an annual date to review responses and evacuation procedures and meet up location is a best practice. The museum community targets MAY 1 and suggests you mark your calendars also for some type of emergency management training on that date.

Be sure to conduct a building evacuation drill, evaluate the results, and discuss ways to improve response performance. Some historic sites identify an emergency evacuation spot with a sign.

Planning and Preparedness Resources

- Reference the Connecting to Collections Care webinars for risk evaluation and planning <https://www.connectingtocollections.org/risk-evaluation-and-planning-program/>
- Purchase **Emergency Response and Salvage Wheels to hang on staff office and collection storage doors**. The wheel has essential information to help you cope quickly and effectively when disaster strikes. Wheels are available at: <https://store.culturalheritage.org/site/index.php?app=ecom&ns=prodshow&ref=FAIC-1>.
- Identify the three biggest risks to your collection or building (such as a nor-easter, leaking water pipe, heavy snow, or power failure) and outline steps to mitigate them. You can use FAIC's <https://www.culturalheritage.org/resources/emergencies/risk-evaluation-and-planning-program> to guide your assessment.

Collection Focused Emergency Disaster Resources

The following are the resources mentioned above that are most helpful of developing a collection focused emergency disaster response and recovery plan.

PReP Template

This free, user-friendly template is recommended to keep all the important contact numbers and information readily at your fingertips. If printed on Tyvek, the plans are waterproof and will withstand much physical abuse. The template organizes the information you need for the first 24 hours on the front and back of a single sheet of legal sized paper that folds into a wallet size pocket envelope. On one side is the emergency communications directory with contact

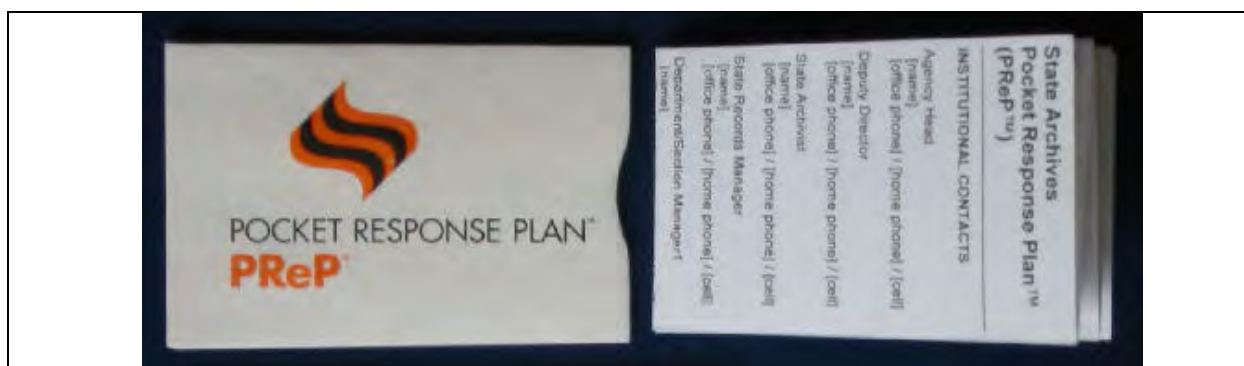


Fig. 22 The PReP template is a free emergency response plan that contains the essential information needed for the first 24 hours during an emergency response.

information for staff, first responders, emergency services, utilities, vendors and suppliers, disaster teams and other essential individual and agencies. The other side contains an Emergency Response checklist which is an organized list of those actions that each individual should take. It also can be customized to include floors plans and a list of priority collections. Copies of these PReP plans are best updated annually and distributed to board members with copies kept in multiple locations for easy and prompt access. The template is available at no charge on the website for the Council for State Archivists at:

<http://www.statearchivists.org/prepare/framework/prep.htm>

To help guide you in creating your own PReP plan, a number of webinars with resources are available through Connecting to Collections. The home page is:

<https://www.connectingtocollections.org/>. The archive focused webinars ‘Writing a Disaster Plan’ and ‘Exercising your Disaster Plan’ presented by Julie Page are intended for the small organizations with limited staff and resources. They focus on filling out the Prep template and exercising your plan. The five webinars are accessed at:

<https://www.connectingtocollections.org/archiveresponseplan/>.

An important contact to include in your plan is the 24 hour HOT LINE Number hosted by volunteers of the American Institute of Conservation's National Heritage Emergency Responders Team. The National Heritage Responders come from all corners of the United States, including Alaska, Hawaii, and American Samoa. (Your preservation architect author is a member of this team.) They are conservators, archivists, collection managers, and other professionals. Together, they have a diverse skill set and experience in handling a wide range of materials, from paper to textiles to paintings and more. This volunteer peer support provides advice and referrals by phone at the 24 Hour Hotline number 202.661.8068. Putting the number in your PReP plan and posting the number on any museum landline telephone, in your digital device contact list or emergency plan binder keeps it easy to find.

Response and Recovery Plan

To continue to raise awareness about disaster preparation and recovery listen to the four part webinar series named Risk Evaluation:First Step in Disaster Planning. These one and a half hour no cost webinars are available at <http://www.connectingtocollections.org/courses/risk-evaluation/> once you register on line through the website.

Two other published resources which have been specifically designed for smaller staffed institutions, provide helpful tools when you need to initiate a recovery plan. They are the Field Guide to Emergency Response and the Emergency Response and Salvage Wheel. Both resources are available from the American Institute for Conservation on line bookstore at



Fig. 23 *The Field Guide to Emergency Response and the Emergency Response and Salvage Wheel* are foundation tools to guide you through an emergency plan.

<https://store.culturalheritage.org/site/index.php?app=ecom&ns=prodshow&ref=FAIC-1>. Follow the Field Guide's step-by-step instructions tailored to the scope of your emergency: what to do first, whom to call, how to prevent further damage.

The ***Emergency Response and Salvage Wheel*** has essential information on protecting collections when disaster strikes and is made to hang on the back of doors or in prominent retrieval locations for quick reference. This hands-on tool will help you find “What to do” information quickly and effectively so that important artifacts aren't lost forever. Side 1 of the Wheel outlines the critical stages and steps of disaster response, while Side 2 provides salvage steps for 9 types of collections, including books, documents, photos, electronic records, paintings, and more.

The American Institute for Conservation also hosts a website for heritage emergency programs. The on line resource located at <https://www.culturalheritage.org/resources/emergencies/risk-evaluation-and-planning-program> provides a comprehensive overview of web based resources for risk evaluation and planning. A collection of one-page documents share tips or simple mitigation measures and offer steps for getting started with planning efforts. Click through the website to identify tools, check list resources and free forms to use.

Other resources are the National Park Service series of Conserve-O-Grams. This series of on-line leaflets has a number of technical sheets that address to how to salvage damaged items during an emergency. They are located in section #21 Disaster Response and Recovery http://www.nps.gov/museum/publications/consveogram/cons_toc.html#collectionpreservation.

Salvage of wet books and records is also found at the Northeast Document Centers website at http://www.nedcc.org/resources/leaflets/3Emergency_Management/06SalvageWetBooks.php

SUMMARY | Collections Assessment

Priority action plans to implement in the near term are these four initiatives:

- participate in the STePs program
- initiate an environmental monitoring program
- undertake an inventory reconciliation and space planning
- prepare short and long-term maintenance and systems replacement plans

Each priority action plan is divided in the body of the report into a proposed list of actions to implement as resources and funding are available over a multi-year timeframe. These actions can be further divided into smaller tasks to align with available resources as needed. They will take time to complete but form a foundation upon which other preservation tasks will build.

As an example, the UV film is reaching the end of its life service and its replacement is recommended as part of a systems replacement plan. Planning for replacements involves a phased time commitment to gather product information, identify funding sources, and evaluate product options. This planning phase should start in the near term to identify the products and systems to use but may take a year for RJD to position themselves to seek funds to implement. Incremental low/no cost but direct actions that can be accomplished in the near term include imposing a more restrictive shutter operational schedule, purchasing a light meter, and placing light fade cards. These are positive steps that also advance RJD towards the goal to strengthen the light management plan. A similar approach is recommended for identifying collection storage spaces. Such a goal begins with an information gathering phase including environmental monitoring, an inventory and records reconciliation process, and a review of the CMP and mission to guide the collection size and scope. Confirmed knowledge on the size and scope of the collection and evaluation of the environmental data will inform a suitable building location and set the stage for a storage furnishing assessment.

A recommended approach to address the remaining tasks is to commit to annual reviews by risk factor. This is a time to look back over the RJD year and celebrate what has been accomplished. It is also a time to review available resources looking forward and identify one task from each preservation risk category to take on in the coming year. Some tasks, as resources allow, may be taken on as small tasks (change over to all LED bulbs, read a pest management resource, purchase the Salvage Wheel, relocate the snowblower) while others will require more resources and need to be divided into planning, assessment, evaluation and implementation phases. Regardless of the size of the task, all efforts will build momentum and confidence to achieve the identified goals. This methodology encourages accountability and incrementally moves stewardship forward without losing sight of the interplay of the ten agents of deterioration and the core fiduciary responsibility of your collections to your master plan.

IV. BUILDINGS ASSESSMENT

MAIN HOUSE | Existing Conditions

The Rotch-Jones-Duff House was constructed in 1833/4 as a two-and-one-half story single-family residence in the Greek Revival style, from designs of the preeminent American architect Richard Upjohn, likely one of his earliest commissions. The building features later (mid-19th and early 20th century) campaigns of alteration, with elements representing the tastes of each of the three families that occupied the house between the early 19th century and the late 20th century. The building measures 48 ft. (west to east) by 66 ft. (north to south) and is comprised of approximately 3170 sq. ft. of area per story (basement, first story, second story and attic). The current exterior appearance of the building essentially dates from the early to mid-twentieth century and the tenure of the Jones family.

The three-bay west façade of the house features a one-story, full-length, flat-roofed portico supported by fluted Doric columns and pilasters and topped by a wood balustrade with turned balusters. The sidewalls are covered in horizontal flush boarding and the foundation of the house is dressed granite that extends west to form the foundation of the portico. This façade's pediment features a lunette window that lights the attic. The front entrance is elaborate, with a six-paneled door flanked by two four-light sidelights and capped with a five-light transom. Each of the six window openings contains a central wide 6/6 double-hung sash window surrounded by two narrow 2/2 double-hung sash windows.

The two-story south elevation, which faces the garden, has clapboard siding (recently replaced); a full-length porch with lattice below obscures the dressed granite block foundation at this elevation. The porch has square posts with turned balusters and caps and piercing the wood flooring are two sets of prism lights set into the flooring. The east end of the porch is semicircular where it returns to join the east elevation's two-story portico. At the south elevation, molded cornice has a concealed gutter that connects to metal downspouts at the east and west ends of the building. The roof (now asphalt) terminates with a paneled parapet intersected by two hipped dormers. Three tall and narrow brick chimneys project from the edge of the roof and a large Italianate-style cupola caps the roof.

At the three-story, three-bay east elevation, the south elevation porch wraps around and continues as a full-length and covered porch along that east elevation. Four fluted Doric columns support the flat roof; four square piers support the porch at grade. Between each column is a railing with square balusters, and at the north end, a wooden staircase accesses the porch. The porch floor is wood covered by painted canvas, the east edge of which intersects a gutter that runs north to south along the east edge of the porch floor. Below the porch, the cellar story's brick walls are exposed, supported by the dressed granite foundation. The east elevation's sidewalls are clapboard, and at the cellar and first story are asymmetrically placed entries.

The five-bay north elevation, facing Madison Street, is similar to the south elevation in sidewall covering (clapboard) and fenestration pattern, with the addition of a small second-story

octagonal window and a false first-story window at the east. At the first story, at the east end, is a one-story porch with paired fluted Doric columns. Two brick chimneys project from the north roof plane.

The current appearance of the Rotch-Jones-Duff House is not as constructed, as the two families who owned and occupied the house after the Rotch family both undertook significant alterations to accommodate their desires and needs. At the exterior, these include the addition of the cupola and changes to the porches, and at the interior, particularly during the Jones' family tenure, extensive interior alterations over the course of nearly six decades.



Fig. 23 The Rotch-Jones-Duff House & Garden Museum



Fig. 24 Main House façade (west elevation) looking east from County Street (left) and south elevation looking northeast (right).



Fig. 25 Main House north elevation looking south



Fig. 26 View looking north from south lawn/garden toward Main House, Apiary, and Coachman's House (with Greenhouse and Garage)

A. Roofing

Site Observations

The Rotch-Jones Duff House features a gable roof with its ridge running west to east. A composite paneled parapet with aluminum frame surrounds the roof; two large dormers at both the north and south roof planes intersect the parapet at the roof's edge. The main gable roof, including the dormer roofs, is covered in architectural asphalt shingles that were installed in 2018. The cupola roof is also sheathed in architectural asphalt shingles installed in 2018. The three porch roofs are rubber membrane. These roofs are showing signs of deterioration and end-of-life issues, such as patching and fraying.



Recommendations

- Routinely (on a weekly basis) monitor all roof conditions to ensure that the shingles are in good, weathertight condition, preventing water from penetrating the building.
- The tree located in the northwesternmost corner of the property should be routinely monitored and, as necessary pruned, to ensure that does not overhang and/or substantially shade or encroach on the Main House. This will not only reduce the risk of damage from broken/falling tree limbs but will also improve air circulation (including ensuring drying of wet architectural features) around the building in this location.

Resources

- *NPS Preservation Brief # 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*
<https://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>

B. Chimneys

Site Observations

The Main House has five tall and narrow and rectangular corbelled brick chimneys: three are located on and integral to the south roof plane, near the edge of the roof, and the other two are located on and integral to the north roof plane, also near the edge of the roof. All of the chimneys are painted and each appears to have two flues. The Main House chimneys are no longer actively used for wood-burning fires; however, the furnaces may vent through one or more of the flues, so routine (at least annually) professional chimney inspections and cleaning, if necessary, are recommended to ensure that the chimneys are structurally sound and appropriately venting.

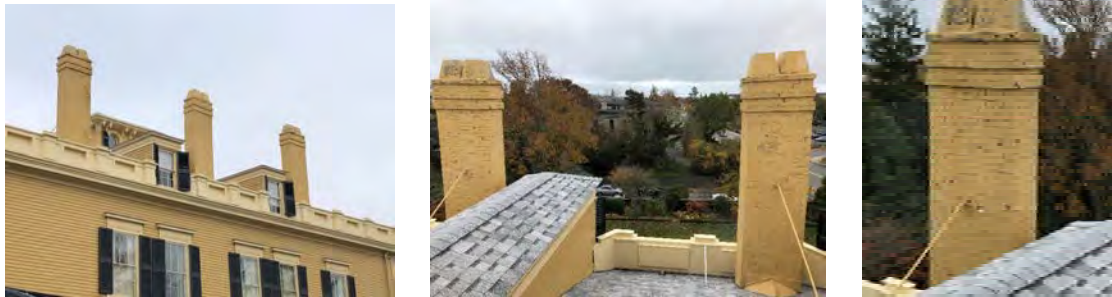


Fig. 28 Chimneys: Three south chimneys (left); Looking south toward north face of south chimneys (center); Southeast chimney, looking southeast (right).



Fig. 29 Chimney: Typical conditions of chimneys in attic, including damage from water intrusion around the chimney, resulting in creosote-staining as well as failing plaster parging.

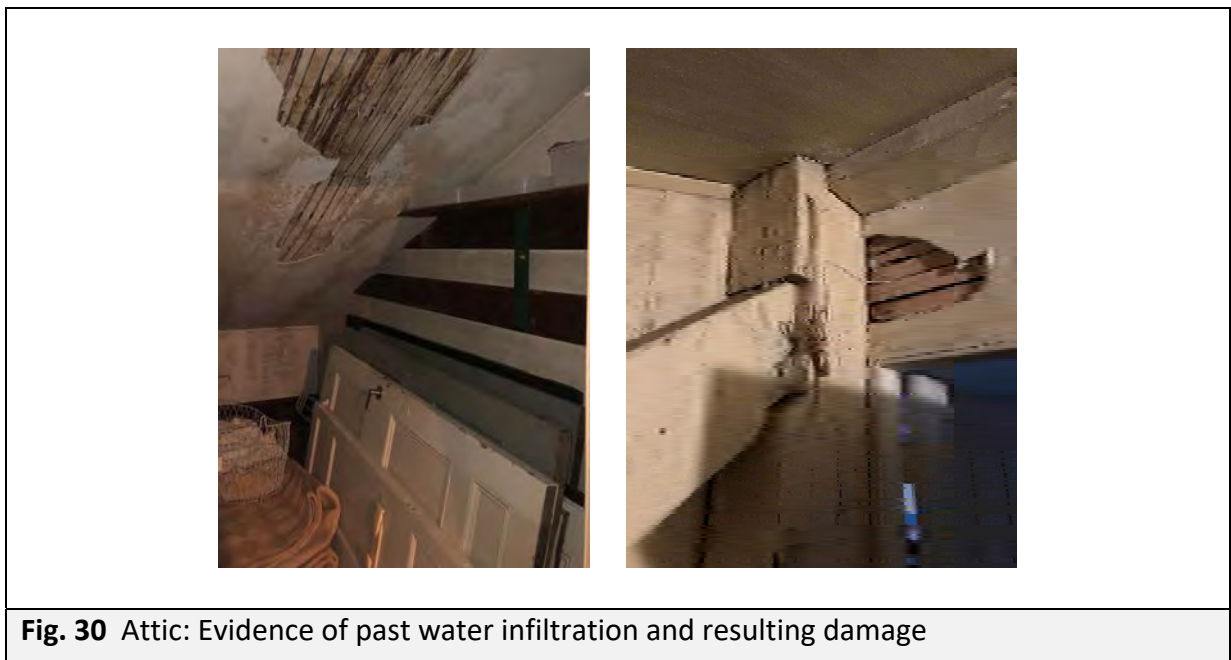


Fig. 30 Attic: Evidence of past water infiltration and resulting damage

All of the chimneys also display some measure of deterioration, both at the exterior as well as when viewed at the interior of the house, specifically in the attic. Some of this evidence pre-dates the replacement of the roofing in 2018, and specifically at the attic (see below), represents long-standing vulnerabilities around the chimneys (and likely of the roof shingles as well) that allowed water leaking into the attic.

At the interior, all of the chimneys show significant staining from water-mobilized tar/creosote deposits. These deposits occur when chimneys are cold, functioning inefficiently, and allowing

combustion gases to condense inside the chimney. If there are leaks in the flues or if the flues are missing altogether, these highly acidic and corrosive gases can attack the porous mortar of the chimneys' masonry. Over time, water coursing down and leaking through a chimney's brickwork can dissolve and mobilize creosote, transporting it through gaps in the damaged mortar to the masonry found at the interior of the building. At the exterior, the painted surfaces of the chimneys are deteriorating, and in numerous areas, the underlying brick is spalling (surface peeling or flaking off) as a result.

At the exterior, there are numerous open mortar joints and cracked bricks, both of which allow water to penetrate into the chimney, causing significant damage during freeze-thaw cycles, and ultimately result in structural deterioration of the chimney.

Recommendations

- At the interior of the house, there is obvious evidence of significant past water intrusion that resulted in damage to various elements of each of the five chimneys, and although the recent (2018) re-shingling of the roof and re-flashing of the chimneys likely addressed areas of water intrusion, it is recommended that the chimneys be professionally inspected to ensure their structural stability and functionality for furnace combustion usage. This inspection of existing conditions should include examining the interior of all of the flues using a small fiberoptic video camera.
- For chimneys that are no longer in any active use, including furnace exhaust, the tops could be capped with metal (copper caps) or slabs of bluestone. Caps should be pitched slightly (1/4" per foot) to allow rain and snow melt to run off in a controlled manner and should allow a small amount of air ventilation from the chimney to aid in drying out the masonry.
- Open mortar joints at the chimneys' brickwork should be carefully repointed using an NHL 5.0 natural hydraulic lime and sand mortar (ensuring that a test panel of mortar samples matches the existing mortar of the areas to be repointed).
- The existing opaque painted finish at the chimneys is likely a long-standing and character-defining feature of the Main House; however, applying paint to masonry is generally not recommended because this type of coating can result in deterioration caused by trapped water, especially in areas where there is a freeze-thaw cycle. Oil-based and latex paints should be avoided in the future; a better choice are vapor-permeable mineral-based paints that penetrate and chemically react with the masonry substrate.

Resources

- *NPS Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*
<https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>
- *NPS Preservation Brief #21: Repairing Historic Flat Plaster Walls and Ceilings*
<https://www.nps.gov/tps/how-to-preserve/briefs/21-flat-plaster.htm>

C. Foundation

Site Observations

The foundation of the Main House is dressed granite block at the west façade and south and north elevations, and brick at the exposed foundation (basement) walls at the east elevation. The overall condition of the masonry foundations is good. There are selective areas that need mortar repointing, including at the east brick wall and the north elevation. Repointing will ensure that water and pests have less opportunity to enter the building and cause damage.



Recommendations

- Open mortar joints at the foundation should be carefully repointed using an NHL 5.0 natural hydraulic lime and sand mortar (ensuring that a test panel of mortar samples matches the existing mortar of the areas to be repointed).
- The grading immediately along the foundations should be regraded, if necessary, to ensure that water deposited along the foundations flows *away* from the building, not toward it. Regrading could require carefully re-establishing walkways and paving but is essential to undertake to prevent any water penetration into building fabric or interior areas of the building.

Resources

- *NPS Preservation Brief # 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*
<https://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>

D. Gutters, Downspouts, Leaders

Site Observations

Gutters, downspouts, and leaders are essential architectural elements: they direct roof water over, around and away from the historic building and its surrounding grade. The existing system's elements appear to be varied in date and condition; there are numerous areas of concern. It should be noted here that the overall amount and force of rainfall (and storm conditions that include rainfall) in New England continues to increase, stressing historic gutters and downspouts' ability to successfully handle the amount of water generated by rainfall. Historic gutters and downspouts are often smaller in dimension than what is currently needed to address water dispersal around historic buildings, rendering them under-capacitated. In addition, there are occasional situations where later re-roofing can impact gutters' ability to function. Both of these conditions exist at RJD.



Fig. 32 Gutters, Downspouts, and Leaders: Typical conditions, including shallow gutters

Recommendations

- Gutters should be carrying water from the roof to the downspouts, with very little water left standing in the gutter. In addition, water should not be overflowing the gutters; if this occurs, either the gutter has vegetative or roof debris that is preventing water flow, or perhaps the gutter's capacity is inadequate for the amount of water. All gutters should be inspected and cleaned at least twice a year and after major storm events. Areas of wood rot or metal failure should be addressed through repair or selective replacement. If under-capacity is identified as an issue, plans should be made for a compatible and appropriate replacement system.
- Downspouts should dispense water leaders that carry the water further away from the buildings, onto splash blocks, into a storm sewer (which is the case in several of the RJD downspouts) or into a purpose built dry well around the foundation. All downspouts, leaders and/or splash blocks should be inspected at least twice a year and, in the event of metal failure, displacement, or other functional impediment (crushed downpipe ends are very common and seen at RJD, at one west and another east downpipe) should be repaired or selectively replaced, as needed, to ensure appropriate functionality.
- Unlined wood gutters should be oiled at least once a year, when thoroughly dry. Unboiled (raw) linseed oil or a wood preservative like Cuprinol Clear can be used; however, *boiled* linseed oil should *not* be used because of solvents that cause it to dry and harden, trapping rot-inducing moisture below it.
- Lined gutters should also be routinely monitored for any compromises, and if any are found, they should immediately be repaired (metal can be soldered—*carefully*—and rubber can be resealed).

Resources

- *GSA Guidance on Inspecting and Maintaining Gutters and Downspouts*
https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents?Form_Load=88052

E. Sidewalls and Woodwork

Site Observations

The flush-board and clapboard sidewalls and other exterior woodwork is in fair to good condition overall, displaying typical conditions of a predominantly wood building nearing its next round of painting. There are some areas and features with peeling paint, others with deteriorating wood features. Surprisingly, given the building's proximity to the harbor and the generally moist ambient air conditions, there were few areas (mostly at the north elevation) of mildew and algae observed.



Fig. 33 Woodwork: Conditions needing repair/re-painting



Fig. 34 Woodwork: West façade balustrade needing repair and re-painting

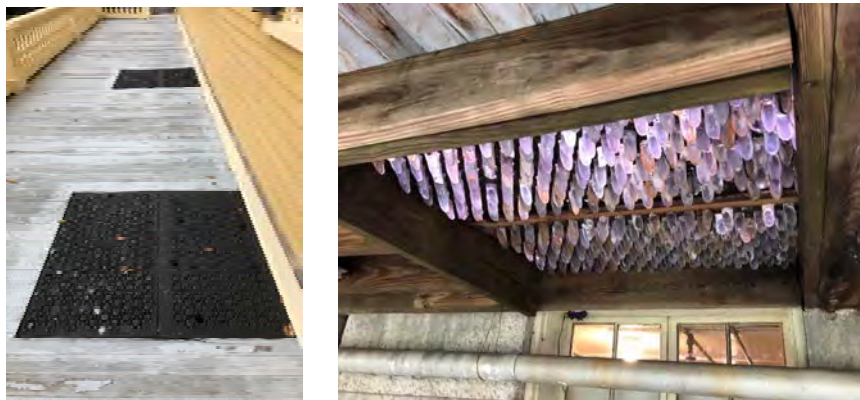


Fig. 35 South porch wood flooring with prism glass insert

Recommendations

- Schedule repainting with selective wood repair as soon as possible to prevent further water intrusion into wood elements, and damage that will accelerate and require replacement of fabric rather than repair.
- To preserve the prism glass inserts at the south porch floor, which are character-defining features of this architectural feature, it is recommended that a reversible and minimally-visible method to prevent standing or trapped water from deteriorating the surrounding flooring be considered. If, however, these features continue to advance the deterioration of surrounding architectural fabric and features, the inserts could be photographically documented and measured (both their size as well as specific location at the porch floor), and then carefully removed, in a manner that ensured that they remain intact. They should then be clearly labeled, using a method that is secure but reversible and that indicates date of removal, original location information, etc. These features would then be stored with the building's other architectural elements—on-site, in a secure and dry location. This approach provides the option for re-installation of this removed feature at a later date, if that is desired.

Resources

- *NPS Technical Preservation Services Resources*
<https://www.nps.gov/tps/education/online-pubs.htm>

Resource 1: Proper Painting and Surface Preparation

Resource 2: Paint Removal from Wood Siding

F. Windows

Site Observations

The majority of the windows are historic divided-light, double-hung, wood sash windows in good condition overall. The exceptions to this type are the at the cupola and at the east and west gable ends of the attic, where operable wood fanlight windows light this area of the building. It is also in the attic where the worse window conditions were observed, both at numerous double-hung sash as well as the fanlights.



Fig. 36 Windows: North room, cellar window/well that is not weathertight and allowing water into the building's basement (center) office, near electrical panels



Fig. 37 Windows: Typical window conditions that need repair

Recommendations

- Historic windows are primary character-defining features of historic buildings, and as such, should be well-maintained to ensure their survival as important architectural features but also as a primary defense against water infiltration/intrusion.
- The attic's fanlight windows, which are original historic features of the building, should be carefully repaired, following best practices (see Resources below). Roller scrim shades should be added to these windows to mitigate the amount of daylight that enters the attic at these locations.

Resources

- *NPS Preservation Brief #9: The Repair of Historic Wooden Windows*
<https://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>
- *GSA: Restoring Wood Window Sash and Frames*
https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents?Form_Load=88188
- *GSA Preservation Technology Source Book*
https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents?Form_Load=88386
- *GSA: Wood Double-Hung Windows*
https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents?Form_Load=88174
- *NPS Preservation Brief #45: Preserving Historic Wood Porches*
<https://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>

G. Site and Landscape

Site Observations

The site slopes from the northwest corner to the southeast corner, with the north portion of the parcel occupied by the buildings and the south portion by the garden. In general, the grade around buildings should be such that water is directed away from, and not pooling around or infiltrating into, the building. This is generally referred to as a negative grade. At RJD, several circumstances at the north yard contribute to more water than is healthy for the building being present, and in some locations, entering the building. Specifically, immediately along the foundation is paving that appears to slant toward the foundation, not away. The granite steps at the north porch are likewise pitching to the south, toward the building. And at the east elevation, the large paved terrace area used for the seasonal tent and RJD functions abuts the granite foundation and brick wall and should be monitored for water collection and infiltration in this area.



Fig. 38 North elevation showing displaced granite steps (shedding water south toward building)



Fig. 39 North elevation showing displaced step (shedding water south toward building) (left); paved walkway west of the Coachman's House and Greenhouse.

Recommendations

- Ensure that the grade surrounding the building is appropriately pitched to divert water away. If necessary, sensitively regrade (using hand tools and digging), and reset any paving stones or steps that are pitching water toward the building.
- Monitor the east terrace to ensure that water is being properly displaced from this large impervious area.

H. Insulation

Site Observations

Insulation (which appears to be vermiculite) was observed in one location of the Main House: at the ceiling of the attic, accessible through two small wall hatches located in the walls of the staircase leading to the cupola. Otherwise, the building does not appear to be insulated in any other areas or manners. A building with little or no insulation, and no vapor barriers, can be drafty and cold in the winter. With heat, and with added humidity in the winter or significant cooling in the summer, means that relatively good ventilation will help dry out the building. Adding insulation, like adding major HVAC systems, requires very careful consideration as the unintended consequences can be extremely damaging to historic buildings if not done thoughtfully.

Recommendations

- If the environmental data from the recommended dataloggers suggest additional insulation would be beneficial to the collections or if the building were to be used in the winter by more people, do the following:
 - Hire an energy auditor with a blower door to evaluate the tightness of the weather envelope.
 - Carefully examine the envelope for small holes and gaps that leak air and also allow access for vermin.
 - Hire an infrared (IR) weather envelope energy specialist with a high resolution IR camera to record the exterior facades of the building.

Resources

- *GSA Preservation Technology Sourcebook: Thermal and Moisture Protection*
https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents?Form_Load=88485

I. Cellar

Site Observations

Basement: There is a full basement under the entire footprint of the building; this area has been rehabilitated for use as staff offices (four) and includes several restrooms, a kitchen and staff dining area, a small storage room, and a furnace room. Both a straight run staircase and a single elevator access the first story of the building from the basement. There are numerous vintages of systems located in the basement, and in addition, some exterior downspouts feed into the waste (sewer) pipes that run through and across the basement. There is evidence of water intrusion in numerous locations (staining at carpets, around windows, or along the foundation wall, specifically in the north center room and southeast office; it is unclear whether this is active intrusion, but likely in some areas, it is).

Attic: As reviewed above (Chimneys), there is abundant evidence of long-standing water intrusion and resultant damage in many areas of the attic. The 2018 re-roofing should address this concern, but the areas should be routinely monitored. It is observed that there is a significant amount of unused, or poorly used, space in the attic. The potential to rehabilitate and reuse some of this space for collections, or perhaps additional offices, could be explored.

Recommendations

- Observe areas where water has, in the past, entered the building (around chimneys and in other areas of the attic, and along basement windows and other interior areas along the building's foundation) inspect areas during and after storm/rain events for active intrusion; if problems are discovered, assess exterior conditions for vulnerabilities (abutting grade, gutters/downspouts/leaders, poor masonry foundation conditions, etc) and address through repairs.
- Analyze the feasibility of reusing the attic's main room as a collections workspace, along with rehabilitating the eave rooms for safer collections storage, and possibly for additional office space. The Buildings Assessment Summary (below) suggests a range of concerns related to reusing this area of the building.

J. Heating, Ventilation, and Air Conditioning (HVAC)

Site Observations

The HVAC systems in place date between the 1930s and early 21st century; some of these systems were well-engineered and sophisticated for their time (ca. 1935), installed by the property's third and last private residential owners, the Duff family, and thus have been recognized to contribute to the historic value of the building. The building's first and second stories are currently heated by three heating units: two oil-fired, warm-air furnaces and one oil-fired boiler (forced water heat). All of these units are located in the northwest room of the basement. The existing network

of galvanized metal ductwork (mostly uninsulated) is complicated and appears to include elements from several campaigns of change and update; ductwork is routinely cleaned and furnace filters are changed annually. The most recent updates to the heating systems include the installation of new oil tanks in 2017.

Two air condenser units are located under the north porch and cool the basement of the building. The first and second stories are heated and cooled. The collection storage areas in the attic are not heated nor cooled and are thus not an archival-quality environment for the collections.

Windows and doors (presumably using screens) are occasionally opened during seasonal weather.



Fig. 40 HVAC: Furnaces in basement, steam radiator in attic, and AC condensers under north porch

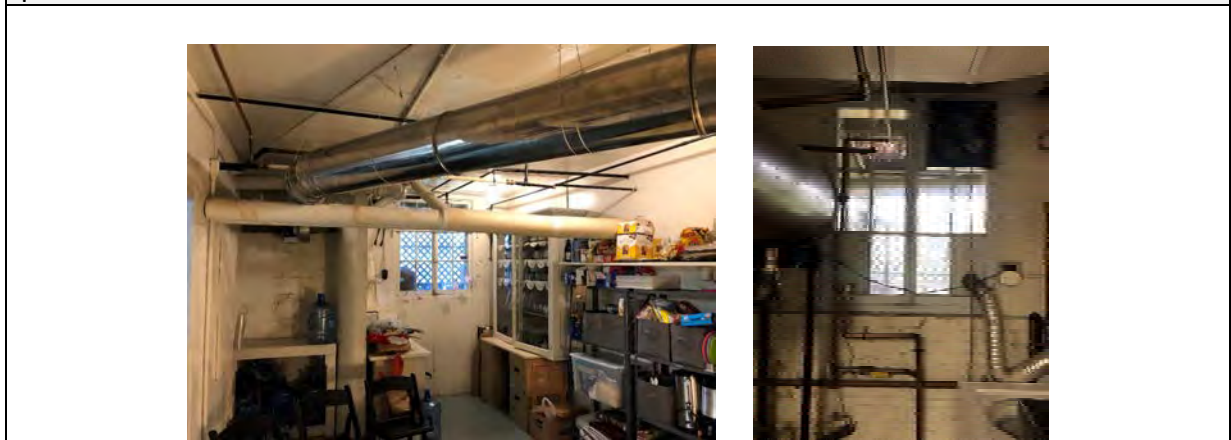


Fig. 41 HVAC: Ductwork, pipes, and wiring for various systems in the basement

Recommendations

- A heating system should:
 - balance supplied and returned air volumes and pressures;
 - use exterior combustion air for the boiler (which is may already do);

- include an appropriate, replaceable air filter in the return air stream that is tagged with a label that lists replacement dates;
 - not use any air from the basement for makeup or balancing air;
 - be professionally inspected and maintained regularly (per the manufacturer's instructions), including routine replacement of air filters (annually) and cleaning ductwork (every three to five years).
- Old and non-functional equipment should be identified, documented, and eventually removed from the basement and discarded. *It should be noted that the property's third owner, the Duff family, installed very modern systems for the time-period; these systems items may have some acquired historic or social significance and their removal should be carefully considered, and if possible, avoided.*

Resources

- NPS Preservation Brief #24: Heating, Ventilating, and Cooling Historic Buildings—Problems and Recommended Approaches
<https://www.nps.gov/tps/how-to-preserve/briefs/24-heat-vent-cool.htm>

K. Electrical, Plumbing, Fire Detection, and Security Systems

Site Observations

The electrical system appears to be relatively complicated, judging by the numerous panels located in several areas of the basement. No major problems were noted; however, an overall assessment of the condition of the electrical system, if not already undertaken, is recommended. Smoke detectors are present in various locations and are monitored through the security system company; however, the fire detection/alarm system appears to be outdated (ca. 1985).

No plumbing issues were noted. There are four functioning bathrooms, three at the basement level and one on the first story. The plumbing and heating pipes to the second and attic stories of the house, including lines for two bathrooms and numerous radiators, were recently disconnected.

A 19th century elevator shaft is located in a small first story hallway at the southeast corner of the building.



Recommendations

- The fire detection and alarm system for both the Main House and the Coachman's House should be inspected and evaluated by the municipality's fire department to ensure that they are in good and functional condition. If the fire department recommends upgrading the fire detection system, bids should be solicited from multiple service providers for an updated (or new) fire system with security integrated and the entire system hardwired to provide comprehensive and modern services.
- Insulating all hot and cold water lines with self-sealing, closed cell neoprene (3/8") pipe insulation is important because (i) insulating hot water lines can save 3-4% of the building's energy bill annually and (ii) insulating cold water lines helps prevent condensation in the basement. The temperature of water entering the building from the ground is generally 50-55°F—this can be below the dew point temperature of an unheated basement's relative humidity. This means that cold pipes act like a dehumidifier—water will condense on it, eventually corroding the copper pipe, but also dripping onto the floor and puddling there, often leaving a diagnostic linear stain.
- Installing water alarms at selected locations throughout the house, including near the deactivated radiators and plumbing at the first, second and attic stories of the building, is advisable to prevent unanticipated water events in these areas.
- The ability of smoke and hot gasses to migrate quickly through unobstructed vertical elevator shafts can be dangerous and, as such, the historic elevator's open shaft should be assessed for concerns related to fire, and if circumstances exist, they should be sensitively mitigated.
- A licensed electrician should assess the existing electrical system and deficient and/or non-code compliant conditions should be identified and sensitively corrected, if required.

Resources

- *GSA Preservation Notebook Series: Fire Alarm and Smoke Detector Systems*
https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents?Form_Load=88524
- *GAS Preservation Notebook Series: Basic Mechanical Requirements*
https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents?Form_Load=88461
- *GSA Preservation Technology Source Book*
https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents?Form_Load=88496

L. Interior Environment

Site Observations

There are currently no long-term records of temperature and relative humidity for the Rotch-Jones-Duff House, making it challenging to understand the specific environmental conditions faced by the collections and the building itself, and therefore to suggest and/or design improvements to those conditions. There are, however, some observable (as well as staff reported) conditions that are helpful to understanding the overall environment of this building. The seasonal opening of windows and doors in dry weather and the limited winter heating and summer cooling would indicate that there are interior micro-climates where humidity levels may reach excessively high levels. This can lead to damage to sensitive objects and finishes. Not all window openings have storm windows installed, specifically the cellar and attic windows do not have storms installed. The temperature in the building was noted as generally even during the assessment site visit; humidity rises from the cellar to the attic.

The use of curtains and window shutters significantly reduces summer heat gain and light damage. While many, if not all, of the exterior storm windows have some form of UV (and possibly visible light) absorbing films applied, there is evidence that these films are no longer serving their function, seen most dramatically in the first story's double parlor, at the east parlor's southeast wooden window shutters and the walnut-veneered mahogany door between that parlor and the east room beyond it.

The collections assessment above addresses the need for specific lighting to prevent damage to collections. Because UV-inhibiting films can cause irreversible damage to historic glass, including breakage of glass lights during application and removal, this application is not recommended for the RJD. Further, UV films can cause glass to absorb radiant heat from the sun, which causes glass to expand and contract, leading to cracking.

The attic fanlight and sash windows are in poor condition, allowing water, air and pests into the building in these locations. The mail slot located at the west façade entry does not close, allowing both air seepage and almost assuredly insects and possibly pests into the building.



Fig. 43 Interior UV: Deteriorated finishes at doors and shutters at first story south rooms

Recommendations

- In order to quantify and understand the building's environment performance and the climatic stresses, and the risks that the collection is thus exposed to, automatic data loggers should be installed to record temperature, relative humidity, and dew point at all stories of the building, including the basement, as well as in all storage areas. There should also be a data logger installed at the exterior of the building to record outdoor conditions. The data loggers should record at least one full year of data, with a recording interval of 20 minutes. For more details, see the data logger discussion in the collections assessment section of this report.
- Failing window sash, specifically at the attic, should be repaired to ensure that these historic features remain intact and functional, and further, can contribute to the institution's ability to responsibly care for the collections located throughout the building, and specifically, in the attic.
- UV and visible light should be filtered, to the greatest extent possible, to prevent damage to collections and architectural fabric, as well as to reduce the heat load within the building. Determine which areas of the building are a priority for UV and visible light-reducing treatments (checking this on a seasonal basis), and then identify how to reduce the overall damage that light is causing in each. Reversible sunlight/daylight control options include (i) installing specially-treated plexiglass panels (or roller screens) at the interior of the room and (ii) installing plastic film to exterior storm windows, but in addition, (iii) relocating light-sensitive objects away

from the source of direct daylight and (iv) closing shutters/blinds/curtains as often as possible throughout the day, and whenever rooms are not open to visitation are also practices that can help reduce the overall amount of UV/visible light entering a building.

- Install UV filters to fluorescent lights.

Resources

- *NPS Preservation Briefs #39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings*
<https://www.nps.gov/tps/how-to-preserve/briefs/39-control-unwanted-moisture.htm>
- *National Park Service, Technical Preservation Services*
Reducing Visible and Ultraviolet Light Damage to Interior Wood Finishes
<https://www.nps.gov/tps/education/online-pubs.htm>

COACHMAN’S HOUSE (including Greenhouse and Garage)

The Coachman’s House was likely constructed by the Jones family at the same time that alterations to the Main House were undertaken, perhaps ca. 1851. The building currently serves as both a residential rental unit (primarily at the second story) as well as space leased (for a nominal \$1/year fee) by a local garden club (at the first story). A Greenhouse, likely dating to the early 20th century, is attached to the west end of the south elevation of the Coachman’s House; also extending from the south elevation of the Coachman’s House, directly abutting 7th Street at the east, is what appears to be an early 20th century garage addition to the Coachman’s House. The Greenhouse is currently in active use by the garden club; however, the opportunity for alternative uses of this space could be considered. The Garage, which is comprised of a single large room directly accessed from the abutting street, is currently used for public programs.

The buildings that comprise the Coachman’s House are in good condition overall, and although toured as part of the two-day assessment, were not examined in detail. The assessment considered but quickly dismissed the prospect of using the Coachman’s House for staff offices or collections activities, including storage. This building is too small and inaccessible for these uses, but more importantly, provides the RJD institution with consistent monthly rental revenue. It should be noted that the Coachman’s House asphalt roof was replaced approximately ten years ago.



Fig. 44 Exterior: Coachman's House looking east at the west elevation (top); looking southwest at the east elevation, Garage at left (left); southeast at the north elevation (right)

APIARY

The existing Apiary, located in the north yard between the Main House and the Coachman's House, was constructed in ca. 1995, based on plans developed to recreate an apiary that had historically existed on the site. This small wooden building is currently used for programming related to bees and beekeeping. Due to the openings and lack of flashing details, this structure is inherently vulnerable to the weather and, as a result, cannot be utilized in any useful way for storage, for example.



Fig. 45 Apiary: Looking north (left) and southeast (Greenhouse behind)



Fig. 46 Coachman's House (left) with Greenhouse and Garage, looking northeast

SUMMARY | Buildings Assessment

General

Overall, the RJD buildings are all in good condition, with only selective areas and elements of building fabric needing attention. This assessment is focused on the needs of the Main House, since this is the building that currently houses, and is anticipated to continue to house, the institution's collections.

As a National Historic Landmark (NHL), the Rotch-Jones-Duff House is a nationally-significant and remarkably intact historic building, one that preserves the evolution of a New England domestic dwelling from ca. 1834 until ca. 1981, when it became a historic site. As such, the recommended treatment approach to ensure that the building is preserved into the future is *rehabilitation*, one of the four approaches detailed in *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (<https://www.nps.gov/tps/standards.htm>). Other helpful resources and guidance is available through the National Park Service and the General Services Administration:

- *NPS Preservation Briefs*
<https://www.nps.gov/tps/how-to-preserve/briefs.htm>
- *GSA Historic Preservation Tools and Resources, General Resources*
<https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources>
- *GSA Historic Preservation Tools and Resources, Technical Documents*
<https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-tools/preservation-tools-resources/technical-documents>

Changes to a historic building's architectural fabric and structure can happen gradually, sometimes over years. Routine monitoring and photographic documentation of the site and buildings, including known areas of vulnerability or problems, creates a baseline from which to track and compare changing conditions. This documentation would, ideally, accompany the routine maintenance checklist that should be part of the institution's cyclical maintenance program and manual.

Small historic sites and museums typically create customized and individual approaches to managing their buildings and facilities' conditions, responsibilities, undertakings, history, etc—there's no one approach or program that works for all institutions, nor has specific software been developed to help smaller cultural institutions with limited resources and budgets. Spreadsheets are the most commonly used tracking tool, especially for routine maintenance activity. One good resource has been developed by the Texas Historical Commission, an although intended for the oversight of courthouses, much of the information is relevant to other building types, and further, the cyclical maintenance tracker can be downloaded and modified for the specific needs

of other properties. Both the courthouse manual and the maintenance spreadsheet are available at:

https://www.thc.texas.gov/preserve/projects-and-programs/texas-courthouse-stewardship/historic-courthouse-maintenance-handbook?fbclid=IwAR28_0zr9ApY9njdHyzZ02Ksha_yo6hjeTDK1g-WC87l2YW2wPvL-HmfVjk.

Finally, for any physical work undertaken on the architecture of the RJD House, all contractors—carpentry, HVAC, electric, plumbing and other—should be vetted for their knowledge about and experience in the care of historic buildings. Preservation Massachusetts, the statewide non-profit preservation organization, maintains a directory of historic preservation and building experts at: <https://www.preservationmass.org/preservation-directory>.

Water

While there are numerous circumstances that can compromise a building’s structural stability and sustainability into the future, one of the primary physical impositions is water, and to that end, it is critical to address and mitigate water infiltration as early in its discovery as possible. Water infiltration leads to deterioration and decay of the building fabric surrounding the entry points, but importantly, will ultimately invite other issues, including insects and other pests as well as compromising environmental conditions such as high interior humidity.

At RJD, the failing condition of various gutters and downspouts, as well as conditions at the north elevation’s grade, which in several areas slopes (albeit subtly) back toward the building (south) rather than away (to the north),— are allowing water to penetrate the building. This was specifically observed at the cellar window leading into the basement’s center office (located west of the staircase). In addition, water has entered the building at various times over the past century or so, in various locations, but predominantly in the attic but over both the west façade and east elevation entry doors. The assumption would be that, in these latter locations, the porch roofing and flashing around the entries may have resulted in this water intrusion.

Maintenance and Planning Documents

Preparing certain planning documents related to the RJD buildings could contribute to developing a financial and institutional sustainability plan and help manage the inevitable deterioration of building fabric in a responsible and proactive (as opposed to reactive) manner. Sustaining existing building fabric and systems, to the greatest extent possible, and undertaking routine maintenance to mitigate minor problems before they result in major intervention, is simply good practice for the care of historic buildings. Recommended plans are:

- Cyclical Maintenance Plan/Manual
<https://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>
- Capital Needs Assessment (identifying both short-term (2-5 years) and longer-term (10 – 20 years) capital needs, including systems
- Disaster Planning

- Sustainability/Sustainable Practices Manual, if desired
- Master Plan for Building Acquisition, if desired

Funding

There are fewer and fewer sources of funding for historic buildings, but as an NHL, the RJD House has some advantages over the competition. The following funding sources should be considered for projects that address building preservation:

1772 Foundation

<http://1772foundation.org/2017-historic-preservation-matching-grants/>

Massachusetts Community Preservation Act Funds

<https://www.communitypreservation.org/>

Massachusetts Historical Commission

<https://www.sec.state.ma.us/mhc/mhcmppf/mppfidx.htm>

National Endowment for the Humanities

<https://www.neh.gov/grants/preservation/preservation-assistance-grants-smaller-institutions>

National Trust for Historic Preservation

<https://www.nps.gov/preservation-grants/sat/>

Save America's Treasures

<https://www.nps.gov/preservation-grants/sat/>

Priorities

High Priority

- Install automatic environmental dataloggers on all floors and in specific storage areas to record temperature and relative humidity. At least a year's data should then be analyzed so appropriate plans and strategies can be developed to best protect the collections and the buildings.
- Prepare short (2 to 5 year) and long-term (10 and 20 year) plans for cyclical maintenance, including an analysis of systems replacement, to inform fiscal planning needs into the future.
- Assess roof water distribution system to ensure that gutters and downspouts are functioning correctly and to capacity, and that surrounding grade is directing water away from the foundation and other building fabric.
- Inspect chimneys and flues to determine condition, capacities, and needs.

- Inspect electrical, fire, and security systems and update systems as appropriate.
- Reduce the amount of UV/visible light entering vulnerable areas of the building to minimize the damage that daylight causes to objects and architectural fabric.

Medium Priority

- Maintain gutters and downspouts through regular inspection and routine cleaning, repair, oiling, etc.
- Restore failing windows at the attic, specifically the east fanlight window.
- Insulate all hot and cold water lines with neoprene pipe insulation.
- If chimneys are not to be used, cap, repoint, and apply water repellent.
- If dataloggers and IR specialists identify areas needing additional insulation, develop a sensitive and compatible insulation plan.

Low Priority

- Add air direction arrows to ductwork.
- Remove old, obsolete mechanical equipment.

V. CONCLUSION | Recommendations and Actions

Site observations, recommendations and resources for the care and management of the objects and architecture that make up the RJD collections have been detailed above. As previously noted, the time allocated for on-site assessment and follow up report preparation is limited, and as a result, this report is an initial summary of circumstances and opportunities noted by the assessors. The goal of the conservation of objects and the preservation of buildings is the same: to slow the rate of decay and deterioration to the greatest extent possible. Vigilant attention, care, and maintenance are essential for the long-term survival of all of the RJD's collections.

Both assessors agree: the RJD is not facing any conditions that merit emergency intervention. The institution has professional and enthusiastic staff, as well as board members, who actively participate and clearly care deeply about the collections. Like nearly all small cultural heritage organizations, there are challenges and decisions ahead; however, while some of this report's proposed recommendations will require more significant funding than is normally budgeted, many others can be addressed strategically and in a careful, creative, and paced manner, as staff time and resources permit, resulting in on-going progress with small victories along the way. And when completed, each task moves the RJD forward toward better management of its collections and fulfilling its institutional goals.

This recommended actions from this CAP assessment are prioritized as follows:

A. Human Health and Safety

The health and safety of staff and visitors is paramount, and often actions taken to address this concern will also benefit the collections. The high priority recommendations in the following areas should be carried out as soon as possible:

1. Assess and, if necessary, upgrade the electric, fire alarm/suppression, and security systems.
2. Review compliance with emergency access and lighting, ADA compliance, and other code requirements, if required; develop a plan to address any deficiencies.
3. Remove the rug from the Curators office.
4. Develop disaster and emergency plans to manage risk and protect human beings, collections, and buildings.
5. Identify and remove the powdered residues in the medicine chest.

B. Collections Preservation and Stewardship

Collections preservation and stewardship are next in importance and priority. Because the preservation of the collections is directly related to the physical environment in which objects are displayed and stored, placement of automated dataloggers to record temperature, relative humidity, and dew point is the highest priority. Once long-term data is collected and analyzed, plans for the future handling and care of the collections can be made and implemented. Other collection protection recommendations are all also high priorities but can be implemented over time.

1. Install environmental data loggers throughout the Main House and then analyze the results to determine future actions that will improve collection management.
2. Strengthen light control methods to protect the collections and building finishes.
3. Develop policies to improve collection stewardship and management.
4. Hire a Full-time collections manager
5. Gain physical and intellectual control over the collections through complete inventory/cataloguing, documentation, and archival storage.
6. Introduce an Integrated Pest Management (IPM) program to protect the collections.
7. Identify present and future requirements for collections' storage and workspace needs.

C. Building Preservation and Stewardship

The preservation and stewardship of the Main House will benefit from the installation of environmental dataloggers, so that the environmental conditions over time are better understood. In the meantime, however, water in all its forms will always be the primary agent in the compromise and deterioration of architectural building fabric. Vigilant attention is required to identify and address vulnerabilities and compromises in the weather envelope, and to maintain dry conditions in the vicinity of the institution's buildings. Assessing (and, if necessary, upgrading) the electric, fire, and security systems is critical to preventing and/or limiting casualty damage and unwanted intrusion into the building, and further, theft of collections.

1. Ensure that the soil and surrounding landscape/architectural features are re-graded or reset, as necessary, to direct rainwater and surface water quickly and efficiently away from the buildings.
2. Maintain the weather envelopes of the buildings, especially roofs, chimneys/flashing, gutters/downspouts/leaders, windows, doors, and the intersection of different materials and planes, in good and weather-tight condition.

3. Routinely inspect, maintain and, if necessary, upgrade all mechanical systems.
4. Ensure that trees and vegetation near the buildings are well-maintained and routinely pruned to prevent encroachment on or around architectural building fabric.
5. Replace the rug in the Curators office and raise the furnishings off the floor.

D. Institutional Strengthening

Institutional strengthening includes developing policies, long-term planning, and fundraising strategies, and can be complex, long-term activities for any institution. These tasks require considerable time, effort, and expertise to undertake and then subsequently to implement. While planning goals and fundraising opportunities are beyond the scope of this report, these issues are directly related to the future management and operation of the institution, including the care of the collections.

1. Provide staff with the tools, skills, and resources to better manage the collections through participation in the STePs and MAP programs.
2. Strengthen collection management through strategic planning and the development of policies and practice manuals.
3. Expand the staff and volunteer committees to add requisite expertise and additional staff/volunteers hours to the management of the collections.
4. Continue to explore and participate in mutually beneficial partnerships with other museum, preservation, and cultural heritage organizations.

