

LCHIP

Land & Community Heritage
Investment Program



GRANT ROUND 16 (2017)

PROJECT AGREEMENT

The State of New Hampshire, acting by and through the NH Land and Community Heritage Investment Program (“LCHIP”), and the **RECIPIENT** (the “Recipient”), mutually agree to perform this Project Agreement (“Agreement”), as described herein, in accordance with NH RSA 227-M; the LCHIP *Criteria, Guidelines and Procedures (LCHIP Guidelines)*, and all other applicable laws.

Grant Recipient: **RECIPIENT**
Project Name: **PROJECT NAME**
Project Type: **Planning Study**
Grant Award: Up to **\$GRANT AWARD**
Grant Expiration Date: **December 31, 20XX**

PROJECT DESCRIPTION

The purpose of the project described herein is to study the historic character and preservation values of the **YEAR RESOURCE NAME**, located at **STREET ADDRESS, TOWN, COUNTY** County, New Hampshire (the “Property”), by undertaking the following work:

DESCRIPTION OF STUDY/ASSESSMENT

GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

GRANT EXPIRATION

The Recipient must perform all obligations of this grant no later than the Grant Expiration Date above unless a request for extension has been approved by LCHIP.

USE OF FUNDS

Funds expended on behalf of LCHIP are done so with the understanding that the Property will be used and maintained exclusively for the uses permitted under NH RSA 227-M, kept available for public access and held in the public trust. No deviation in these uses to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of the Property from the public trust is prohibited, except as provided in NH RSA 227-M:13. Funds shall not be expended for any other purpose without prior written approval of LCHIP and in no case may be used for political or lobbying activity.

LCHIP’S OBLIGATION OF FUNDS

Subject to the Recipient’s compliance with this Agreement, LCHIP hereby obligates payment in support of the project outlined herein from the LCHIP Trust Fund in an amount not to exceed **\$GRANT AWARD** to be delivered in the form of checks made payable to the Recipient in accordance with the following schedule:

- 50% in the form of a check made payable to Recipient upon the signing of this agreement and submittal and approval of all due diligence items by LCHIP staff.
- 50% in the form of a check made payable to Recipient after the final report has been submitted and approved by LCHIP for consistency with the approved scope of work.

RIGHT TO MODIFY OR REVOKE

LCHIP reserves the right to discontinue, modify, revoke, withhold or require the refund of any grant funds provided

under this Agreement if, at LCHIP's sole discretion, such action is necessary to comply with applicable laws or regulations, or if Recipient has not fully complied with the terms and conditions of this Agreement including completion of the project by the Grant Expiration Date.

LCHIP'S LIMITED OBLIGATION AND TERMINATION CLAUSE

Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation the continuance of payments hereunder, are contingent upon the availability of funds, and in no event shall the State be liable for any payments hereunder in excess of such available funds.

In the event of a reduction or termination of such funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Recipient notice of such termination. The State shall not be required to transfer funds from any other account to the LCHIP Trust Fund in the event funds in that account are reduced or unavailable.

PUBLICITY

Recipient shall insure that all publicity it distributes related to the project recognizes the financial support received through LCHIP and includes the LCHIP logo. LCHIP may distribute information regarding its grants, including photographs, logos or trademarks, or other information or materials provided by Recipient, as LCHIP sees fit.

OBLIGATIONS OF GRANT RECIPIENT

As Recipient, **GRANT RECIPIENT** hereby agrees:

1. to provide LCHIP with immediate written notification of any changes in its tax-exempt status or ability to expend grant funds for the purposes originally intended,
2. that the rights and obligations conveyed under LCHIP grants may not be assigned or transferred without prior written approval from LCHIP,
3. that any material change to the Project described herein including an extension of the Grant Expiration Date shall require LCHIP approval and an amendment to this Agreement;
4. to provide interim reports upon request from LCHIP, describing progress in developing the Project, which may include timelines or financial reports, without unreasonable delay;
5. that no work may begin on the project without LCHIP approval, and that LCHIP requires a minimum of five weeks to approve the Preliminary Due Diligence materials, which review shall not begin until all required materials have been received by LCHIP, and that LCHIP reserves the right to withhold or withdraw awarded funds if work begins on the Project prior to such approval;
6. that the recommendations of the study should follow the Secretary of the Interior's Standards for the Treatment of Historic Properties, as amended (Title 36, Code of Federal Regulations, Part 68).

The undersigned have read, understand and agree to the terms in this Project Agreement;

FOR THE RECIPIENT

FOR THE STATE OF NEW HAMPSHIRE

By: _____
CONTACT NAME, TITLE
Duly Authorized

By: _____
Dorothy T. Taylor, Executive Director
Land and Community Heritage Investment Program

Date: _____

Date: _____