

# RSA Chapter 227-M NH LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM

## *Criteria, Guidelines, and Procedures*

Pursuant to New Hampshire RSA chapter 227-M, the New Hampshire Land and Community Heritage Investment Program (LCHIP), these criteria, guidelines, and procedures effectuate the program. They provide the necessary detail for its fair implementation. Combined with the LCHIP statute included in Appendix E of this document, these criteria, guidelines, and procedures constitute the complete guidance document for those municipalities, other political subdivisions, and qualifying non-profit organizations interested in applying for financial assistance from LCHIP. Find further information about grant round schedules, applications and monitoring instructions and forms at [www.lchip.org](http://www.lchip.org).

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## 1. Purpose and Vision

The New Hampshire General Court created LCHIP to:

“...conserve and preserve this state's most important natural, cultural, and historic resources through the acquisition of lands, and cultural and historic resources, or interests therein, of local, regional, and statewide significance, in partnership with the state's municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state's economy, environment, and overall quality of life.”

LCHIP will further accomplish this through acquisition of:

“...resource assets, through voluntary negotiations with property owners and utilization of all available federal, state, local, private, and other matching funds and incentives. The program shall also provide funding for restoration and rehabilitation of cultural and historic resources and for certain costs associated with the acquisition of resource assets.”

LCHIP is to carry out this charge by providing financial assistance to eligible applicants through grants and loans.

The vision and goals for the Program have been developed by the Board of Directors and will be a living document with on-going input from communities.

### **A Vision for New Hampshire in 2050**

From the NH Land and Community Heritage Investment Program Board of Directors

In fifty years, we see a New Hampshire that provides her citizens with protected lands, historic buildings, and cultural resources. These are combined to establish a sense of place that defines the character of our individual communities and our state as a whole. Its natural beauty, ecological diversity, working lands, historic architecture and unique cultural resources, support our economy and enrich the quality of life for all people who visit or live in the state.

To reach this vision, LCHIP seeks to achieve, both with its own resources and by setting an example, which educates and supports others, the following goals:

- Visually pleasing views of New Hampshire’s natural and built landscape are provided from public roadways and trails.
- A significant portion of residents’ livelihood comes from working forests and farmlands and a tourism economy based on cultural/heritage and recreation.
- Residential, commercial and industrial development is planned and implemented in a manner that sustains natural resources and protects historic and cultural resources and all communities in NH have developed, and are implementing, a plan for the protection of its important buildings and open land resources.
- A large percentage of communities have maintained their traditional town centers, with community buildings, small locally-owned shops and green space available for local and visiting people while re-development of downtown areas in our cities is commonplace.
- Every community has saved or protected cherished historic buildings or parcels of undeveloped land that defines it as unique.
- New Hampshire’s natural landscape provides clean air and water, and other ecological values to all who reside or visit here.
- All citizens treasure our natural and historic built environment and embrace the LCHIP vision.
- Enough high quality soil and agricultural land is protected and in production to supply 15% of the food needs of NH’s population.

- Enough forestland is perpetually available for multiple uses such that there is still a large enough forest products industry utilizing these forest resources to supply NH citizens with all their forest products needs.
- Specimen period architecture, structures and places of historic significance survive in every community.
- A representative sample of all natural communities exist across the landscape and are protected permanently for the purpose of sustaining natural ecological functions.
- All significant 19<sup>th</sup>/early 20<sup>th</sup> century industrial buildings are reused or recycled for “vital” community use.
- There are scenic vistas and undeveloped frontage on every state highway.
- Each village has a distinctive center and defining feature.
- NH’s industrial heritage is protected in many communities across the state.
- NH’s water resources will be protected and access to these resources will be provided for all water users.

## 2. Definitions

**“Applicant Property”** – means the resource asset to be acquired using LCHIP grant funds.

**“Archaeological site”** – means a place where human activity occurred and material remains were deposited.

**“Authority”** – means the New Hampshire land and community heritage investment authority.

**“Acquisition Project”** – means a project proposing to acquire in fee or less than fee an eligible natural, cultural or historic resource.

**“Associated Costs”** – means costs associated with a Natural Resource, Historic Resource or Cultural Resource Project that are allowed and defined in Section 7. A and B of this document.

**“Baseline Documentation”** – means an organized collection of detailed information including photographs, surveys, resource inventories, etc., sufficient to depict the condition of the resource asset and its attributes at the time of acquisition, or after rehabilitation.

**“Board”** – means the Board of Directors of the New Hampshire land and community heritage investment authority.

**“Building”** – means a construction made by humans and created to shelter human activity.

**“Cultural Resource”** – means historic structures and buildings which house cultural events and programs, and historic and cultural lands and features.

**“Easement Interests”** – means conservation, agricultural, historic preservation, or scenic easements, development rights, or any other similar protective interest in real property held in perpetuity.

**“Ecologically Significant Lands”** – means areas of land and/or water that contribute to sustaining certain species, natural communities, physical elements or ecological processes that are necessary to maintain native biodiversity; that serve as benchmarks to assess the impacts of human activity; or that contribute to the functioning of adjacent ecological reserves.

**“Eligible Applicant”** – means a municipality or other political subdivision of the state of New Hampshire or a publicly supported non-profit corporation exempt from federal income taxation under section 501(c) of the Internal Revenue Code.

**“Eligible Cost (or Eligible Expense)”** – means any acquisition, service, or material for which LCHIP funds can be used that may be used as cash match or equivalent in an LCHIP project.

**“Eligible Resource”** – means a natural, cultural, or historic resource including archaeological sites; historic buildings and structures which house cultural events and programs; historic properties including buildings and structures; historic and cultural lands and features; ecologically significant lands; existing and potential public water supply lands; farmland; forestland; habitat for rare species or important wildlife; wildlife corridors and habitat strongholds as defined in RSA 207:1; lands for recreation; riverine, lake, estuarine, and ocean shorelands; scenic areas and viewsheds; and wetlands and associated uplands.

**“Estuarine”** – means relating to an estuary, or the wide area of a river where its currents meet ocean tides and where freshwater and saltwater mix.

**“Executory Interest”** – describes a variety of future interests or estates in land or personal property. An executory interest transfers title to property from one transferee to another upon the occurrence or nonoccurrence of some event in the future.

**“Farmland”** – means that land which, by reasons of its location and character of soil, has the capacity to be used for agricultural activity as defined by NH RSA 21:34-a, especially any land comprised of Prime Farmland Soils, Soils of Statewide Significance or Soils of Local Significance.

**“Farmstead Area”** - means that portion of a farm property that contains the buildings, typically including the farmhouse, barns and other structures appurtenant to agriculture.

**“Fee Simple”** – means ownership of the full interest in real estate.

**“Forestland”** – means land that is at least 10% stocked with trees of any size, or that formerly had such tree cover and is not currently developed for a non-forest use

**“Governing Body”** – means the board of selectmen in a town, the board of aldermen or council in a city or town with a town council, the school board in a school district or the village district commissioners in a village district or when used to refer to unincorporated towns or unorganized places, or both, the county commissioners.

**“Grant Agreement”** – means an agreement required by the Authority for an Acquisition Project.

**“Historic Building Assessment with Preservation Guidelines Reports”** – are intended as road maps for the reuse of historic buildings and structures. They are reports that are prepared by historic preservation professionals and are often multi-disciplinary because the reports address the history and function of the building(s) over time as well as identifying and assessing the building’s preservation needs and priorities. The end result is a report that provides prioritized recommendations, following the appropriate Secretary of the Interior’s Standard for the Treatment of Historic Properties, for the next steps in a building’s restoration or rehabilitation.

**“Historic Property or Resource”** – Any prehistoric site or historic district, site, building, structure or object included in, or eligible for inclusion on the National Register of Historic Places or New Hampshire’s State Register, including artifacts, records and material remains related to such a property or resource.

**“Historic Structure Report”** – Much like the Historic Building Assessment with Preservation Guidelines, a Historic Structure Report (HSR) is a building’s road map for rehabilitation and reuse. However, the HSR provides a very detailed and comprehensive analysis of the building and pays particular attention to its future reuse. The report will tell the owner or developer what will and will not work in terms of use.

**“Important Wildlife”** – means animal species normally found in a wild state that are valued for their ecological, economic, scientific, aesthetic, or recreational benefits.

**“Lands for Recreation”** – means lands used for, proposed to be used for, or providing access for recreational activities including but not necessarily limited to walking, hiking, hunting, fishing, wildlife viewing, cross-country skiing, and snowshoeing. Uses such as baseball, soccer, football and other ball fields, playgrounds, skateboard parks, tennis courts, basketball courts, and the like, are not eligible.

**“Legislative Body”** – means a town meeting, school district meeting, village district meeting, city or town council, mayor and council, mayor and board of alderman, or, when used to refer to unincorporated towns or unorganized places, or both, the county convention.

**“Monitoring”** – means the regular and systematic gathering of information about a resource asset to identify changes to the property over time to ensure that it is being used in accordance with any easement interest restrictions or other legal obligations entered into under the Program.

**“Natural Resource”** – means ecologically significant lands, existing and potential public water supply land, farmlands, forestlands, habitat for rare species or important wildlife, lands for recreation, riverine, lake, estuarine, and ocean shorelands, scenic areas and viewsheds, and wetlands and associated uplands.

**“Natural Resource Project”** – means a project before LCHIP to study, acquire fee interest or easement interest in undeveloped land.

**“Qualified publicly-supported nonprofit corporation”** – means a publicly-supported nonprofit corporation exempt from federal income taxation under section 501(c) of the Internal Revenue Code.

**“Passive Recreation”** – means low-impact non-motorized outdoor recreational activities or uses that do not require developed facilities and can be accommodated without change to the area, topography, or resource. Some examples include but are not limited to walking, hiking, cross-country skiing, snowshoeing, hunting, fishing, and other similar, non-organized transitory activities.

**“Program”** – means the Land and Community Heritage Investment Program.

**“Project Agreement”** – means a legally binding agreement between LCHIP and the grant recipient that outlines program requirements, conditions of grant funding, and is executed prior to the commencement of the project. It is followed by the recording of a deed, easement, or Stewardship Agreement with the County Registry of Deeds.

**“Proposal”** – means a proposal for funding submitted by an applicant to LCHIP for an eligible activity and includes the application form and all required attachments.

**“Publicly-owned”** – means owned by a municipality or other political subdivision of the State of New Hampshire.

**“Public Water Supply”** – is defined as land that protects a source of water to a piped water system serving 15 or more services or 25 or more people, for 60 or more days per year.

**“Rare Species”** – means plant and animal species that are listed as threatened or endangered pursuant to applicable state or federal laws, and species ranked as S1-S3 or G1-G3 by the NH Natural Heritage Inventory and NH Fish and Game Department.

**“Resource Asset”** – means the lands, buildings, structures, and other physical assets or the easement interests in the lands, buildings, structures, and other physical assets that comprise the real property of an eligible resource.

**“Rehabilitation and /or Restoration Project”** – means a project proposing to rehabilitate or restore a natural, cultural, or historical resource.

**“Scenic vista”** – means a publicly accessible viewpoint that provides expansive views of a highly valued landscape.

**“Secretary of the Interior Standards”** – means the federal guidelines put out by the Secretary of the Interior that outline four treatment approaches to historic resource projects. The four treatment approaches are Preservation, Rehabilitation, Restoration, and Reconstruction. For LCHIP purposes, the Standards for Rehabilitation and Restoration are most often applied.

**“Stewardship”** – means planning for and taking the necessary actions over the long term to successfully preserve and protect the natural, cultural, or historic value of a resource asset. Such actions include, as applicable, managing the resource asset in accordance with all legal obligations entered into under this chapter, performing regular maintenance and upkeep, providing for necessary monitoring, educating or informing those that might negatively impact upon the resource asset about the need and/or legal obligation to protect and preserve it, paying tax or in-lieu-of tax obligations, obtaining liability insurance, and securing sufficient levels of financial resources to carry out all such necessary actions.

**“Stewardship Agreement”** – means an agreement required by the Authority for a Rehabilitation and/or Restoration Project.

**“Structure”** – means that which is built or constructed for the purpose of human activity.

**“Study”** – means a professional evaluation of an eligible resource that will lead to the further protection of that resource.

**“Study Project”** – means a project proposing to complete a Study of an eligible natural, cultural, or historical resource.

**“Technical Review”** – means a Proposal review conducted by LCHIP staff to determine if the Proposal is complete, if the project and applicant meet LCHIP’s eligibility requirements.

**“Total Project Cost”** – is the appraised value of the resource asset or the sale price of the asset (as per RSA 227-M:8) (up to but not exceeding the appraised value of the resource asset to be purchased), rehabilitation costs, and/or other eligible expenses. The maximum grant amount possible is 50% of the Total Project Cost.

**“Viewshed”** – means an area of land, water and other environmental elements that is visible from a fixed vantage point.

**“Wetlands”** – means those areas, including but not limited to, swamps, bogs, and marshes, where water either covers the soil or is present at or near the surface, particularly in the root zone, at least a good portion of the year, including the growing season.

**“Working Forest Land”** – Forest land in which a principal activity is the production of commercial forest products.

### **3. Authority Board of Directors**

The LCHIP Authority is governed by an 18-member Board of Directors. The make-up of the Board includes:

- Two members of the senate, appointed by the senate president; and
- Two members of the House of Representatives, appointed by the speaker of the house.

Eight public members, appointed by the Governor and Council:

- Two of whom shall represent cultural and historic resource interests;
- One of whom shall represent natural resources interests;
- One of whom shall represent outdoor recreation interests;
- One of whom shall represent business or real estate interests;
- One of whom shall represent municipal interests;
- One of whom shall represent local planning interests; and
- One of whom shall represent regional planning commissions.

Six non-voting state agency members including:

- The director of the office of state planning, or designee;
- The commissioner of the department of cultural resources, or designee;
- The commissioner of the department of resources and economic development, or designee;
- The commissioner of the department of environmental services, or designee;
- The commissioner of the department of agriculture, markets, and food, or designee; and
- The executive director of the department of fish and game, or designee.

### **4. Executive Director**

The LCHIP Authority employs a staff led by its executive director. The executive director is nominated by the Board and appointed by the Governor and Council. The executive director oversees LCHIP staff and all of the day-to-day operations of the Authority. Further, the executive director, under the direction of the Board:

- A. Coordinates the activities of state agencies directly involved with the administration of the program in accordance with this chapter;
- B. Evaluates the eligible resources proposed for protection under this program, and determines if these resources meet the criteria of the program; and
- C. Administers the affairs of the program, is directly responsible for executing all policies of the Board, and is authorized to exercise discretion in the review of Project Proposals.

### **5. Process Overview**

From time to time, the LCHIP Authority Board of Directors, depending on available funds, sets grant rounds making funding available to successful applicants for the purposes described in this *CGP*.

Proposal materials are updated between each round and made available prior to the opening of the grant round. In order to help applicants better understand Program requirements, LCHIP will host one or more Grant Workshop(s) prior to each grant round. Information on upcoming grant rounds is announced via the LCHIP e-newsletter and the LCHIP website. All necessary materials are made available on the LCHIP website (LCHIP.org) or by contacting LCHIP directly.

Organizations and individuals wishing to be notified of upcoming grant rounds, scheduled Grant Workshops or other LCHIP news are encouraged to sign up to receive LCHIP's e-newsletter via the LCHIP website, LCHIP.org.

A. Phase 1 – Invitation to Apply

1. Prospective applicants submit an Intent to Apply (ITA) form by the established deadline.
2. The Executive Director, after reviewing the submitted forms, shall make the final determination of eligibility. Projects determined ineligible may, at the sole discretion of the Executive Director, be allowed to cure any deficiency, if reasonably possible prior to the ITA submission deadline.
3. Projects meeting LCHIP's eligibility and match criteria (see *Section 6–Who May Apply, Section 7–Eligible Resources for LCHIP Funding, and Section 9–Matching Requirements*) are issued an Invitation to Apply, and advance to Phase 2.

B. Phase 2 – Technical Review and Proposal Submission

1. Technical Review: Proposals submitted prior to the Technical Review deadline will be reviewed for completeness and eligibility. Within five (5) business days of receipt, Applicants will be advised of any deficiency and given the opportunity to correct any deficiency identified and resubmit the Proposal prior to the Submission Deadline.
2. Submission Deadline: Complete Proposals (comprising the application form and all required attachments) must be submitted no later than the established deadline and in the manner prescribed by LCHIP. Incomplete or ineligible Proposals, or Proposals not submitted in the manner prescribed by LCHIP, will not be accepted.
3. Applicants will be advised of Proposal Status within two business days of the Submission Deadline. All Proposals accepted as complete and eligible will advance to Phase 3.
4. The Executive Director shall make all final determinations of completeness or eligibility.

C. Phase 3 –Project Review

1. LCHIP staff and one or more Review Panels comprised of resource professionals review and evaluate all accepted Proposals.
2. The review process may include site visits to selected project sites. Not all project sites will be visited. A site visit is not an indication of project quality, or likelihood of funding.
3. Staff and Review Panels prepare recommendations which are presented to the Board of Directors.
4. Following a review of the recommendations and all Proposals, and in accordance with *Section 10 -Decision Making by the LCHIP Board of Directors, and Criteria for Selection of Projects*, the Board of Directors may award funding to a Proposal. This award means that the Board has made a decision to set aside funding for the project pending receipt of required documentation in accordance with this CGP and RSA 227-M, the up-front costs for which will be borne by the applicant.
5. The Executive Director and Staff promptly notify all applicants of the Board's funding decisions.
6. Applicants not receiving funding are provided an opportunity to meet with LCHIP staff to review the project and proposal.

7. Successful applicants enter into a Project Agreement with LCHIP, and advance to Phase 4.

- a) The Project Agreement includes, among other things, the scope of work for the project, the grant expiration date and expected outcomes. The grant award is not confirmed until the Project Agreement is signed by the applicant and returned to LCHIP.

No work should be undertaken without formal contact with LCHIP staff. If a recipient chooses to undertake work to a resource prior to execution of the Project Agreement and the work is inconsistent with LCHIP requirements such as the Secretary of the Interior Standards, the grant award is likely to be withdrawn.

Any substantive change to the project will require an amendment to the Project Agreement. The Executive Director reserves the right, but is not obligated, to re-negotiate a Project Agreement, as long as the project does not change substantially from that awarded funding by the Board of Directors. If, in the opinion of the Executive Director or Board of Directors, a Project has been changed substantially from that approved by the Board of Directors, the Board may choose whether or not to renegotiate the Project Agreement and reauthorize the grant for that project. At no time shall LCHIP be obligated to reimburse a recipient for any of its costs.

D. Phase 4 – Project Execution

1. Acquisition Projects

- a) Develop Deed Language and Grant Agreement

Recipients work with LCHIP staff to develop restrictions and deed language incorporating LCHIP's requirements. Deed language is subject to review and approval by LCHIP counsel. LCHIP will provide recipients with a Grant Agreement to be executed at closing and recorded at the relevant Registry of Deeds as an exhibit to, or contemporaneously with, the restrictive deed.

- b) Request Grant Funds

Recipients request fund disbursement at least eight weeks prior to the anticipated date of closing. Ideally, grant funds will be placed in escrow with the closing attorney until authorization to release is provided in writing by LCHIP following approval of final documentation. Grant funds disbursed directly to recipients are released only when final documentation has been approved.

- c) Submit Final Documentation

Recipients submit all required final documentation at least four weeks (28 calendar days) prior to the anticipated closing date and in accordance with guidance provided by LCHIP staff.

- d) Project Approval

Following approval of final documentation and prior to closing, the Executive Director will issue an authorization to release grant funds and provide executed closing documents to the closing attorney.

- e) Closing / Post Closing

Recipient provides registry references (book and page) to LCHIP immediately following recordation of closing documents. Digital copies of all recorded documents are provided to LCHIP promptly, preferably on the date of record.

- f) Ongoing Stewardship

Annual monitoring and stewardship are carried out in accordance with Section 16 and the Stewardship or Grant Agreement.

Endowment Monitoring Disbursements are made annually at the discretion of the LCHIP Board of Directors for all projects meeting LCHIP's monitoring and stewardship requirements.

## 2. Rehabilitation and/or Restoration Projects

LCHIP Rehabilitation and/or Restoration Projects are completed in three steps, with grant funds disbursed at each step. Recipients are required to submit documentation to LCHIP for review and approval prior to advancing to the next step, as follows:

### a) Preliminary Approval, Initial Disbursement

Prior to starting work, recipients submit to LCHIP all required preliminary documentation for review and approval.

LCHIP reserves the right to consult with governmental agencies, nonprofit conservation or preservation organizations, and/or other consultants or advisors as it may choose in the course of its review.

Following approval of the preliminary documentation, the Executive Director will authorize work to begin, and approve the initial disbursement of grant funds in accordance with the Project Agreement, typically 50% of the total grant award.

Work undertaken prior to LCHIP approval may result in a total or partial withdrawal of the Grant Award.

### b) Mid-Point Review, Second Disbursement

After Recipient notifies LCHIP that the project is approximately 50% complete, LCHIP conducts a mid-point project review or solicits a midpoint progress report to confirm all work is being completed in accordance with the preliminary documentation and Project Agreement.

Following review and approval of the work to date, the Executive Director will approve the second disbursement of grant funds in accordance with the Project Agreement, typically 30% of the total Grant Award.

### c) Project Completion and Third Disbursement

When Recipient informs LCHIP that all work has been completed LCHIP will schedule the final site visit. At this time final documentation must be submitted to LCHIP for review and approval. LCHIP will provide recipients with a Stewardship Agreement to be executed, recorded, and returned to LCHIP as part of the final documentation.

No more than eight weeks after receipt of all required documentation, the Executive Director will authorize disbursement of the third and final grant payment, typically 20% of the total Grant Award, subject to LCHIP's match and other financial requirements described herein.

### d) Ongoing Stewardship

Annual monitoring and stewardship are carried out in accordance with Section 16.

Endowment Monitoring Disbursements are made annually at the discretion of the LCHIP Board of Directors for all projects meeting LCHIP's monitoring and stewardship requirements.

## 3. Study Projects

### a) Preliminary Project Approval and Initial Disbursement

Recipients submit to LCHIP all required preliminary documentation prior to starting work. All materials are subject to LCHIP review and approval.

LCHIP reserves the right to consult with governmental agencies, nonprofit conservation or preservation organizations, and/or other consultants or advisors as it may choose in the course of its review.

Following review of the preliminary documentation, the Executive Director will authorize the project to proceed and approve the initial disbursement of grant funds in accordance with the Project Agreement, typically 50% of the total grant award.

b) Mid-Point Review

LCHIP staff shall be afforded an opportunity to review and comment on the draft study, which comments will be taken into account when creating the final report.

c) Project Completion

Recipient submits the final report to LCHIP for approval, along with documentation of the Total Project Cost.

Following approval of the final report, the Executive Director will authorize the second and final disbursement of grant funds, typically 50% of the total Grant Award, subject to LCHIP's match and other financial requirements described herein.

## 6. Who May Apply

The LCHIP statute is very specific about what kinds of organizations and entities are eligible to apply for financial assistance through the program. To be eligible, applicant organizations or entities must:

- A. be a municipality or other political subdivision of the state of New Hampshire or
- B. be a publicly-supported nonprofit corporation exempt from federal income taxation under section 501(c) of the Internal Revenue Code (other interested parties may partner or work with an eligible organization or government entity but may not apply directly to the program) and
- C. be willing to commit to and show evidence of adopting the appropriate components of the Land Trust Alliance *Standards and Practices* and
- D. demonstrate that a representative involved in the proposed project has attended an LCHIP grant workshop within the five years preceding and included the year in which the Proposal will be submitted, or as otherwise required by LCHIP and
- E. agree to adhere to the Secretary of the Interior Standards if project is a Historic Resource Rehabilitation and/or Restoration Project and
- F. have a willing property owner and
- G. address the protection of all resource types present on the subject property (natural, cultural, historic) within the scope of the Proposal and
- H. submit completed Historic Building Assessment with Preservation Guidelines or Historic Structures Report as part of a Proposal for any historic resource Rehabilitation and/or Restoration Project with a Total Project Cost of \$50,000 or more.

## 7. Eligible Resources for LCHIP Funding

- A. Eligible applicants may apply for funds for the protection, restoration or rehabilitation of the following natural, cultural, or historic resources (as listed in statute):
  1. archaeological sites;
  2. historic buildings and structures which house cultural events and programs;

3. historic properties including buildings and structures;
4. historic and cultural lands and features;
5. ecologically significant lands;
6. existing and potential public water supply lands;
7. farmland;
8. forestland;
9. habitat for rare species or important wildlife;
10. lands for recreation;
11. riverine, lake, estuarine, and ocean shorelands;
12. scenic areas and viewsheds; and
13. wetlands and associated uplands

The following definition of Cultural Resources is intended to provide guidance to those considering applying for cultural resource funds.

For historic buildings and structures which house cultural events and programs:

- (i) Any building or structure housing a cultural feature must meet the LCHIP definition of historic.
- (ii) An historic interior cultural feature must be an integral part of the evolution of the building, as well as an integral part of the structure itself. Examples include: performance stage, wall murals, tile work, woodwork, and other exemplary craftsmanship.
- (iii) If the project is limited to the preservation of an interior cultural feature, the applicant needs to demonstrate that the building or structure in which the feature is located has been stabilized and does not require further rehabilitation. Furthermore, as part of the terms of the grant, a preservation easement or stewardship agreement will be placed on the entire building and not limited to the cultural feature.

For historic and cultural lands and features:

- (iv) Land must have a highly significant historic resource or be a cultural asset that defines a community and is therefore important to the NH landscape, such as a farmstead, scenic vista, orchard, town forest, archaeological site, a last remaining example of heritage as defined by the community or a key representative of local community heritage.

B. LCHIP funds may be used by eligible applicants for only the following eligible costs:

1. Acquisition of real property in fee simple;
2. Acquisition of easement interests in real property;
3. Restoration or rehabilitation of cultural or historic buildings or structures which are publicly-owned, or which are owned by a qualified publicly-supported nonprofit corporation, **except for** the following activities:
  - (a) routine maintenance and/or modernization that does not require specialized historic preservation services, unless the routine maintenance and/or modernization is necessary to fulfill the recommendations of a Historic Structure Report or preservation plan for the property;
  - (b) furnishings (modern or historic);

4. Surveys, appraisals, title work, and other legal or ancillary work necessary to carry out acquisitions that can demonstrate linkage to the permanent protection or restoration and rehabilitation of eligible resources;
5. Resource inventories and planning that can demonstrate linkage to the permanent protection or restoration and rehabilitation of eligible resources;
6. Other professional services that can demonstrate linkage to the permanent protection or restoration and rehabilitation of eligible resources and limited to:
  - (a) in-house or contracted services for the purposes of project application development to LCHIP;
  - (b) plans and drawings;
  - (c) feasibility studies;
  - (d) historic structures reports;
  - (e) architectural renderings;
  - (f) environmental reviews;
  - (g) archaeological reviews;
  - (h) engineering studies;
  - (i) condition assessments;
  - (j) baseline documentation; and
  - (k) historic building assessment with preservation guidelines.

- C. The Board retains the right to review all project elements proposed for funding in the context of the goals of the project and to make funding decisions consistent with the project goals, the Criteria, Guidelines and Procedures and the LCHIP statute.
- D. Using LCHIP grant funds to pay off loans – LCHIP may fund projects whose applicant requests funds to pay off a loan used to protect eligible resources, although such projects are not considered a priority. Such an application to LCHIP will be at the sole risk of the applicant and LCHIP gives no guarantees for approval. In such projects, an interest (i.e. fee acquisition or easement) in the property beyond Executory Interest must be conveyed after the grant award is made. In situations of extreme circumstances, a supermajority of the Board may vote to suspend this policy for a specific project.

## 8. Matching Requirements

### A. General Match Guidance

1. In order to be eligible, projects submitted to LCHIP for financial assistance must include a match amount at least equal to the value of the grant requested. Specifically, the Authority will not fund more than 50 % of the appraised market value of any acquisition of land or structures or interest in land or structures nor more than 50 % of all other expenses eligible for financial assistance as listed in the section above.
2. Total Project Cost – to determine the maximum possible grant amount for a given project as well as the required match, a Total Project Cost must be calculated. Total Project Cost is the appraised value of the resource asset (as per RSA 227-M:8, V) or the sale price of the asset (as per RSA 227-M8, V) (up to but not exceeding the appraised value of the resource asset to be purchased), rehabilitation or restoration costs, and/or other eligible expenses. The maximum grant amount possible is 50% of the Total Project Cost.

### B. Cash Match Requirements and Guidance:

1. A minimum of 50 % of the applicant's LCHIP grant award match must be provided in cash. If the applicant chooses, all of the match may be in cash. Matching beyond the minimum is encouraged of all applicants.
2. The cash match may be met by the applicant spending or proposing to spend funds from any source on all eligible costs.
3. Qualifying matching funds from the applicant may include, but are not limited to, municipal appropriations or other designated municipal funds, private donations, state and federal funds, including grants, and monies from a conservation fund established under RSA 36-A:5 or a heritage fund established under RSA 674:44-d.
4. Cash used to purchase an eligible resource within two years prior to the opening date of a given grant round, may be used as a cash match.
5. If any of the cash match is coming from the seller, this must be disclosed to LCHIP. Seller must be aware that there may be federal tax implications from such a donation. Cash paid out for a specific eligible expense, such as paying for a land survey, may only be credited toward the cash match if incurred within 2 years following the grant award notification date unless otherwise approved by the Board of Directors.
6. Applicants may use up to 5% of the requested grant amount for administrative costs associated with preparation of the application or other due diligence as cash or non-cash match. No other administrative costs may be used as cash or non-cash match.
7. A one-time payment to a stewardship endowment fund established by the applicant for the resource asset.

### C. Non-Cash Match and Guidance

1. The non-cash match requirement may be met through any combination of:
  - (a) In-kind services (for labor rates use information on the National Employment and Wage Data or Independent Sector websites);
  - (b) The appraised market value of donated real property or interest in real property, provided such real property is located in the municipality or municipalities in which the applicant property is located;
  - (c) Materials and services donated towards the restoration or rehabilitation of cultural or historic buildings or structures which are publicly-owned, or which are owned by a qualified publicly-supported nonprofit corporation;
  - (d) Donated surveys, appraisals, title work, and other legal or ancillary work necessary to carry out acquisitions that can demonstrate linkage to the permanent protection or restoration and rehabilitation of eligible resources;
  - (e) Donated resource inventories and planning that can demonstrate linkage to the permanent protection or restoration and rehabilitation of eligible resources;
  - (f) Other donated professional services that can demonstrate linkage to the permanent protection or restoration and rehabilitation of eligible resources and limited to:
    - (i) in-house or contracted services for the purposes of project application development to LCHIP;
    - (ii) on-site architect services;
    - (iii) determining National or State Register eligibility;
    - (iv) plans and drawings;
    - (iv) feasibility studies;
    - (v) historic structures reports;
    - (vii) architectural rendering
    - (viii) environmental reviews;
    - (ix) archaeological reviews;

- (ix) engineering studies;
- (x) conservation assessments;
- (xi) baseline documentation; and
- (xiii) historic building assessment with preservation guidelines.

D. Other non-cash match information and guidance:

1. Any eligible real estate can be included as a non-cash match if the property was donated within the last two years prior to the opening date of a given grant round and was donated for purposes consistent with the purposes of the LCHIP statute. In addition, an affidavit (provided to LCHIP) from the donor indicating the donor's intent for the gift to be used as a match for a LCHIP project application is required.
2. Donated time or expenses incurred are eligible as non-cash (in-kind) match, provided they are incurred either (i) within two years prior to the opening date of a given grant round, or (ii) at any time thereafter (subject to the financial constraints of the project as defined by the applicant) and subject to the Project Value as determined by the applicant.
3. An applicant may use the value of a donated easement on land (or preservation easement on a structure) that a political subdivision or publicly supported non-profit organization owns as a non-cash match, provided the donation yields to the project additional conservation or preservation value, and provided a relationship to the applicant (target) property can be demonstrated.
4. The donated value of a bargain sale may be considered non-cash match.
5. Applicants may use up to 5% of the requested grant amount for administrative costs associated with preparation of the application or other due diligence as cash or non-cash match. No other administrative costs may be used as cash or non-cash match.

**9. This Section Intentionally Left Blank**

**10. Decision Making by the LCHIP Board of Directors and Criteria for Selection of Projects**

- A. Eligible projects will be scored by a set of selection criteria. The LCHIP Board, in making decisions for awarding financial assistance, will use the criteria listed in RSA 227-M:9. The following criteria have been incorporated within the LCHIP application:
1. Imminence of threat to the land or property, such that the preservation of endangered structures and land conservation projects in densely developed or rapidly developing areas of the state shall receive a higher ranking;
  2. Uniqueness or significance of the resource;
  3. Proximity to other protected resources;
  4. Extent to which project meets multiple objectives of the program (natural, historic, and cultural);
  5. Strength of local support, such that project applications accompanied by an affirmative vote of the governing body of the municipality or governing bodies of the municipalities in which the project is located shall receive a higher ranking;
  6. Strength of private support;
  7. Cooperation between or among communities;
  8. Extent of leverage (ability of state funds to attract other public and private funds in a cost-share arrangement);
  9. Demonstrated ability and qualifying stewardship plan of eligible applicant to provide stewardship for the resource being protected; and
  10. Extent to which benefits can be conserved only through fee acquisition of the resource asset, weighed against acquisition of an easement interest.

- B. The Board may also consider the following additional criteria and scores attached to each of these:
1. criteria point totals;
  2. local/regional planning participation;
  3. project partnerships;
  4. educational/interpretive plans for project;
  5. number of criteria categories in which the project has scored;
  6. cost relative to available funds and other projects in same round of applications;
  7. match amount and form;
  8. geographical distribution of projects within grant round;
  9. distribution among natural, cultural and historic resources within grant round;
  10. degree to which project addresses existing priorities in the state;
  11. capacity of applicant to successfully manage the project and provide stewardship;
  12. efforts applicant has made to obtain funding from other sources.
- C. Criteria Point System – as part of the decision-making process described above, the LCHIP Executive Director will evaluate and score all Project Proposals using a point system developed to match LCHIP statute and this document. Scores are not used as the sole method for determining the best projects. For details on the Criteria Point System to be used, see Appendix D.
- The Board may, at any point in time, establish resource priorities to respond to the State’s greatest needs for natural, historic, and cultural resource protection.

**11. Decisions of LCHIP Authority Board**

The LCHIP Board of 18 members includes 12 voting members. To make decisions about grant requests and other financial assistance, a simple majority of the voting members present must agree to the decision. A quorum of 7 voting members is required for making decisions.

The LCHIP Board may override its policies for requiring public access, exceeding the project caps, waiver requests or other policies it has the authority over, with a super-majority – an affirmative vote of 9 voting members of the Board.

**12. Expenditure Caps**

LCHIP aims to make a substantial difference in the success of as many projects as possible. Therefore, the maximum grant amount that can be awarded by the Board is \$500,000 for any project.

Acquisition (fee and less than fee)	Rehabilitation/Restoration	Studies
Max \$ 500,000	\$ 500,000	\$ 25,000
Min \$ 10,000	\$ 10,000	\$ 5,000

**13. Disbursement of Funds**

- A. Prior to disbursement of funds by the Executive Director applicants must submit all required materials in accordance with the following:
1. For Acquisition or Study projects, at least **4 weeks prior** to disbursement of funds.
  2. For Rehabilitation and/or Restoration projects, at least **8 weeks prior** to disbursement of funds.
- B. Disbursements of grant awards will take place in the following manner (unless otherwise negotiated):
1. For Acquisition projects, 100% disbursement at the time of closing.

2. For Rehabilitation and/or Restoration Projects, 3 disbursements will be made – a 50% disbursement after due diligence is approved, a 30% disbursement when the project is 50% completed, and the remaining 20% disbursement at the successful completion of the project.
3. For studies, a 50% disbursement will be made when the study is 50% completed and the remaining 50% will be disbursed after the final report has been presented to and approved by LCHIP.

E. Administrative Fee: LCHIP may charge successful applicants an administrative fee, which will be based on the amount of the grant award. The Authority may set a percentage fee that will apply to all projects. This fee will be deducted from the grant award. Amounts collected shall be deposited in the Administrative fund and will be used to pay the costs of administering the program.

#### 14. Signage and Publicity

- A. All funded projects will be required to include the LCHIP logo and following statement in any materials produced to promote or publicize the resource: “This resource has been protected with assistance from the NH Land and Community Heritage Investment Program.”
- C. All Acquisition and Rehabilitation and/or Restoration Projects will be required to place a sign on the property in accordance with the Grant Agreement or Stewardship Agreement.

#### 15. Waivers

- A. The *Criteria, Guidelines and Procedures* (CGP) are intended to apply to a variety of conditions and circumstances. It is recognized that strict compliance with all procedures prescribed herein may not fit every conceivable situation. Applicants may request a waiver of specific provisions outlined in this document in accordance with the following procedures (unless the waiver request deals with something prescribed in law):
  1. a description of the project to which the waiver request relates;
  2. a specific reference to the section and page of the CGP for which a waiver is being sought;
  3. a full explanation of why a waiver is necessary and demonstration of hardship caused if the requirement is adhered to;
  4. a full explanation of the alternatives for which a waiver is sought with backup data for support; and
  5. a full explanation of how the alternatives for which a waiver is sought are consistent with the intent of RSA chapter 227-M and would have a just result.
- B. The Board may approve, with the affirmative vote of 9 voting members, a request for waiver if it finds that:
  1. the alternatives proposed are at least equivalent to the requirements contained herein;
  2. the alternatives are adequate to ensure that the intent of RSA chapter 227-M is met; and
  3. that the request for waiver satisfies all those requirements specified by RSA chapter 227-M.
- C. The Board shall not grant any waiver, which in its judgment contravenes the purposes of RSA chapter 227-M. The Authority shall have no authority to grant waivers of statutory or other legal requirements except as provided in RSA 227-M:8, VII. The Authority shall issue a written response to a request for a waiver within 30 days of a complete request. If the waiver is denied, the denial shall specifically set forth the reasons for denial.
- D. There shall be no right of appeal of a denial of a waiver request. Requests for reconsideration of a waiver request will be entertained only if new or clarifying information pertinent to the decision are presented. The Board reserves the right to deny any waiver request for any reason.

## 16. Stewardship

Stewardship is a critical component of the long-term protection of the resource asset acquired or restored or rehabilitated through the Program. Stewarding resource assets entails planning for and taking action(s) over time to successfully preserve and protect the natural, cultural, or historical values protected. Stewardship requirements vary by the type of property (land vs. buildings), the type of project (acquisition vs. rehabilitation/ restoration), and the Steward (a municipality vs. a non-profit), along with other variables. Stewardship activities, including annual monitoring and inspections, will be carried out in a manner sufficient to reasonably determine that the property protected is being maintained and used in accordance with the restrictions in place and NH RSA 227-M.

For those Stewards who need assistance developing Stewardship Plans or programs to meet the LCHIP standards, technical assistance may be made available.

### A. Stewardship Plans

A stewardship plan is required for each acquisition or rehabilitation and/or restoration project. A stewardship plan is not required for projects such as historic structures reports or resource inventories. Generally speaking, a stewardship plan should include the following:

#### 1. Rehabilitation and/or Restoration Projects:

A plan for undertaking the maintenance and improvement activities necessary to manage the property in accordance with the LCHIP Stewardship Agreement, and describing how the Secretary of the Interior Standards will be followed in carrying out those activities. The Stewardship Plan should include a corresponding budget detailing the estimated expenses, including taxes, insurance, maintenance and repairs, and offsetting funds.

#### 2. Acquisition of Fee or Easement Interests - Land:

- (a) An overview of the annual monitoring program to be followed, and a description of how violations of, or challenges to, the restrictions encumbering the property will be addressed, and how such monitoring and enforcement activities will be funded.
- (b) In addition, for fee acquisitions a general description of how the property will be managed, including proposed uses and activities, should be included.

#### 3. Acquisition of Fee or Easement Interests - Buildings:

- (a) Items outlined in 1 & 2 above.

In accordance with NH RSA 227-M, LCHIP staff will work with Grant Recipients to develop Stewardship Plans that meet the particular needs of each resource asset.

The Executive Director will make an affirmative finding that the Stewardship Plan is complete and acceptable before disbursing the final payment for any project.

### B. Annual Stewardship Activity

#### 1. Beginning in the calendar year following project completion and continuing through the term of the LCHIP Grant or Stewardship Agreement, a report of annual stewardship activities must be submitted to LCHIP by the established deadline. Annual reporting must include, at minimum, the following information:

- (a) a description of the inspection conducted –attendees, time spent, area(s) inspected, route taken, etc.,
- (b) a description of the observed physical condition(s) of the property,
- (c) a description of the observed use(s) of the property and/or activities taking place on/in the property, and

- (d) a summary of communications with the property owner or other interested parties regarding the property, including a description of any approvals sought or other stewardship matters raised or addressed.

C. Change in Ownership

- 1. Recipients will promptly provide to LCHIP the name(s), address, and phone number of any successors in title to the Resource Asset or any interest in the protected property promptly following any sale, transfer or conveyance of any portion of same.
- 2. Consistent with NH RSA 227 227-M:16 Recapture, if property is sold, by a seller who has received funds under this program regarding such property, to a non-eligible applicant, the program trust fund's cash investment in the property shall be returned to the program trust fund by the property seller. This section shall not apply to a sale between eligible applicants.

D. Community Conservation Endowment fund

The Community Conservation Endowment fund (CCE) is established under NH RSA 162-C:8 and 227-M:12 and is managed by the State of New Hampshire in accordance with NH RSA 227-M:12 II.

- 1. Transfers to the CCE
  - (a) For every acquisition or rehabilitation and/or restoration project, the LCHIP Board will authorize a transfer of funds from the Trust Fund to the CCE in accordance with the following schedule:

Project Type		LCHIP CCE Contribution
Right of Enforcement, Fee Acquisitions or Preservation Easement Acquisitions		\$10,000
Right of Enforcement, Conservation Easement Acquisitions		\$5,000
Stewardship or Term Agreements		
	5-year term	\$2,500
	10-year term	\$5,000
	15-year term	\$7,500
	20-year term	\$10,000

- (b) Based on the specifics of any individual project the Executive Director may recommend the Board of Directors adjust the CCE transfer. Such adjustment will not be considered a waiver of this *Guidelines* and may be approved with a simple majority of the Board members in attendance at any meeting at which there is a quorum.
- (c) Any principal transferred to the CCE for a term agreement may be returned to the Trust Fund following expiration of that agreement.

2. Expenditures from the CCE

In accordance with RSA 227-M:12 II., the Authority may request that the State of New Hampshire release a portion of the CCE funds accrued for the purpose of supporting annual monitoring of eligible LCHIP-assisted resources and ensuring those resources are managed according to the legal agreements in place. Accordingly, funds deposited in the CCE may be used to provide incentive payments to qualified Stewards in accordance with this Section,

to provide technical or other assistance to Stewards in carrying out the obligations described in this Section, or for administrative expenses related thereto.

3. Stewardship Assessment Rubric (see table below)

For each completed Acquisition or Rehabilitation and/or Restoration Project a Stewardship Assessment Rubric will be completed by LCHIP staff and approved by the Executive Director. The Rubric will determine the Stewardship Assessment Score for each eligible project. The Stewardship Assessment Score will remain constant over time, except that the Executive Director may determine that due to changed conditions or circumstances it would be appropriate to update the Rubric for one or more projects.

4. Monitoring Incentive Payments

Each year the Authority may request that the State of New Hampshire release a portion of the CCE funds to qualifying Stewards as an incentive for completing acceptable annual monitoring and stewardship activities.

- (a) Calculation - The amount distributed to each eligible project will be the product of the “Base Rate” as established by the Authority, multiplied by the total points indicated by the Stewardship Assessment Rubric.
- (b) Eligibility - Upon receipt of an annual stewardship report acceptable to LCHIP, the Executive Director will authorize payment of the calculated stewardship incentive payments. Stewards of a resource who do not meet required reporting standards will not receive an incentive payment. Should these circumstances develop, LCHIP may utilize the corresponding incentive payment to undertake monitoring of the resource asset to ensure protection of the resource asset.

Stewardship Assessment Rubric				
Natural Resources	1 Point	2 Points	3 Points	Points
Acres	0-149	150 – 749	750+	
Legal Interest	“Third-Party” Right of Enforcement <i>Easement or Fee Acquisition</i>	Primary Right of Enforcement <i>Fee Acquisition</i>	Right of Enforcement <i>Easement Acquisition</i>	
Abutting Land Use	Low risk Remote, or abuts other conservation land	Moderate Risk Some abutting use may present a risk.	High Risk Abutting residential or other higher-risk uses	
Protected Property Use	Low Intensity Infrequent forest management, no developed recreation planned.	Moderate Intensity Working forestland or limited developed recreation planned.	High Intensity Active agriculture, expansive developed recreation planned, other high intensity use	
Other				
<b>Stewardship Points</b>				<i>max 15</i>

Historical Resource Projects	1 Points	2 Points	3 Points	Points
# of Buildings	1 building	2 buildings	More than 2 buildings, or an unusual structure <i>ex. a dam requiring special expertise</i>	
Legal Interest	5 or 10-year Term Stewardship Agreement	15 or 20-year Term Stewardship Agreement	Perpetual Right of Enforcement, Preservation Easement	
Overall Condition	Good to Excellent	Fair to Moderate	Poor to Fair	
Risk Assessment	Low Risk Property ownership, use, and construction well aligned with preservation	Moderate Risk Ownership, use, or construction may present minor compliance challenges or infrequent requests for approval	High Risk Ownership, use, or construction may present compliance challenges and/or or frequent requests for approval	
Other				
<b>Stewardship Points</b>				<i>max 15</i>

Incentive Payment		
Total Stewardship Points <i>(from Stewardship Assessment Rubric)</i>	Multiplier	Payment Amount
4-6	1	Base x 1
7-9	2	Base x 2
10-12	3	Base x 3
13-15	4	Base x 4

Example: The LCHIP Authority authorizes a \$200.00 Base Rate.

- The Rubric for Project A assigns it 5 points, therefore a multiplier of 1 is used to calculate a \$200 incentive payment ( $\$200 \times 1 = \$200$ )
- The Rubric for Project B assigns it 15 points, therefore a multiplier of 4 is used to calculate an \$800 incentive payment ( $\$200 \times 4 = \$800$ ).

## 17. Public Trust, Public Access, and Other Required LCHIP Deed Language

### A. Public Trust

Funds expended on behalf of LCHIP for a land, cultural, or historic property acquisition are done so with the understanding that the resources protected will be held in the public trust. The following language must be included in deeds for all fee, or less-than-fee interests:

"In accordance with RSA 227-M:14, notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of any resource asset acquired under this program to uses or purposes not consistent with the purposes of RSA chapter 227-M shall be permitted. "The sale, transfer, conveyance, or release of any resource asset from public trust is prohibited, except as provided in RSA 227-M:13." (RSA 227-M:14)

### B. Public Access

Public access on lands and interests in lands acquired with funds from the program is required for all acquired interests and is highly encouraged on interests donated as match. Language to be used in fee or less-than fee interests secured through the program shall approximate the intent of the following:

1. There is hereby conveyed pedestrian access to, on, and across the property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. The grantee may post against or limit such access, with prior approval of the Authority, if such activities become inconsistent with the purposes for protecting the property and/or when public safety would be at risk.
2. Grantor may reserve the right to post against vehicles, motorized or otherwise.
3. Grantor may post against hunting on active livestock fields and against access to agricultural cropland during the planting and growing season, and against access to forest land during harvesting or establishment of plantations.
4. Recipient shall make the Property and interior of the Resource accessible to the public during regular operating hours. At other times deemed reasonable by Recipient, persons affiliated with educational organizations, professional architectural associations, and historical societies shall be admitted to study the Property. LCHIP may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property and distribute them to magazines, newsletters, or other publicly available publications, or use them to fulfill its charitable and educational purposes.

### C. Other Deed Language

Other deed language will vary to a certain extent depending on the interest to be acquired or donated, as well as the resource asset. Options for specific legal agreements will be developed by LCHIP, again depending on the interest acquired and the resource asset. Any resource acquired in fee or less than fee that has a mortgage on it must be prepared to have all mortgagees subordinate their interests to comply with required LCHIP language.

1. For fee-simple acquisitions completed with assistance from LCHIP, the applicant will be required to convey conservation restrictions as described in NH RSA 477 45-47 and a right

of enforcement to LCHIP. Within this framework, the specific conservation restrictions will be tailored to the resource asset acquired. Conservation restrictions will include or incorporate the intent of the following, as applicable. The Grantor of the conservation restrictions shall:

- (a) use and maintain the Property exclusively for the uses permitted under RSA chapter 227-M, and shall make the Property available for public access [ Access provision is encouraged for match properties, but not required];
- (b) not construct, maintain, erect, or install physical improvements to the Property, nor shall Grantor disturb the surface or alter the topography of the Property [except as itemized.....];
- (c) periodically inspect the property to assure compliance with the Grant;
- (d) take all reasonable steps to correct any violation of the purposes and conditions of the Grant in the event a breach is discovered.
- (e) not give, grant, sell, convey transfer, mortgage, pledge, or otherwise encumber the property without the prior written approval of the LCHIP Authority.
- (f) have the right to collect reasonable fees in support of the stewardship of the property. However, activities for which fees are charged shall be consistent with the intent of the program.

2. Any donated easement interest on match property will not be required to convey an Executory Interest to the state, however any donated property must be conveyed consistent with the purposes of the Program. Language for perpetual conservation and preservation easements acquired with the use of LCHIP funds shall be presented with the formal application and shall include but not be limited to the following, as applicable:

- (a) Property shall be maintained [as open space] for the purposes set forth by the NH Land and Community Heritage Investment Program established by RSA chapter 227-M. [No industrial or commercial activities except agriculture, forestry, or other reserved rights as specified in the conservation easement and approved by the LCHIP Authority.]
- (b) No subdivision; property may be conveyed only in its entirety, unless approved by the Authority.
- (c) No structures, except structures that serve allowed conservation uses.
- (d) No use of the property to meet open space requirements of any land use regulation process.
- (e) These conditions will not necessarily preclude the Grantor from collecting reasonable fees in support of the stewardship of the property. However, activities for which fees are charged shall be consistent with the intent of the program.

3. The owner of any historical building, structure, or site benefitting from a cumulative total of \$400,000 or more in LCHIP financial assistance will be required to convey a Perpetual Preservation Easement (PPE) consistent with NH RSA 477:45-47 on the benefitted resource.

The PPE required herein must be conveyed to the State of New Hampshire or the U.S. Government, or any subdivision of either, or a publicly-supported nonprofit corporation exempt from federal income taxation under section 501(c) of the Internal Revenue Code, which entity has among its purposes the preservation of structures or sites of historical

significance, which agrees to and is capable of enforcing the terms of the Easement, and which is acceptable to LCHIP.

The terms of the PPE will be subject to LCHIP review and approval. PPE conveyed pursuant to this Section are not acquired by the program and therefore there is no obligation to convey an executory interest therein to the State of New Hampshire.

4. Stewardship Agreements (SA) with deed restrictions are required for all Rehabilitation and/or Restoration Projects. The Stewardship Agreement will be made between the grant recipient and LCHIP, and will impose the same restrictions that are in our Easements (runs with the land). It will be recorded with the property deed, and will include the stipulation that the building can only be sold if the new owner agrees to sign a new Stewardship Agreement with LCHIP. Length of terms will be linked to amount of grant received and may be adjusted to incorporate the expected lifetime of the Rehabilitation and/or Restoration project, and size and scope of the activities for which LCHIP funds are utilized. Term lengths will be as follows:

<u>Grant Award (Cumulative)</u>	<u>Document and Term</u>
\$400,000 and above	Perpetual Easement
\$250,001 – \$399,999	20-year Stewardship Agreement
\$150,001 – \$250,000	15-year Stewardship Agreement
\$50,001 – \$150,000	10-year Stewardship Agreement
\$50,000 and below	5-year Stewardship Agreement

5. At a minimum, the following provisions or other protective provisions will be incorporated into the terms of easements, and Stewardship Agreements with deed restrictions — for building Rehabilitation and/or Restoration Projects:
  - (a) All significant features identified within the easement or Stewardship Agreement shall be protected;
  - (b) No use that might adversely impact the building's architectural significance will be allowed;
  - (c) The building will be maintained to a level to protect the significant features;
  - (d) Adequate insurance will be carried; and
  - (e) If conveyed to a new owner, the easement holder and LCHIP will be notified.

## **18. Project Documentation Standards – Acquisitions**

All project documentation submitted to LCHIP shall be considered confidential to the extent permissible under NH RSA 91-A. Project Documentation meeting the following minimum standards must be submitted in accordance with Sections 5 and 13 unless otherwise noted below:

- A. Appraisal – An appraisal must be submitted for all Resource Assets to be acquired through the Program. Appraisals submitted to LCHIP must be completed: 1. by an appraiser licensed in the State of New Hampshire with at least two years' experience with property or easement appraisals, 2. no earlier than twelve months prior to the date the Resource Asset is acquired, and 3. in accordance with the most recently updated Uniform Standards of Professional Appraisal Practices (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

In limited circumstances the executive director may require appraisals to be completed no more than 9 months prior to the date the Resource Asset is acquired, or accept appraisals completed up to 15 months prior to the date the Resource Asset is acquired.

- B. Survey – An electronic (digital) copy of a recordable survey describing the Resource Asset to be acquired must be submitted. LCHIP reserves the right to request a full-size paper copy of the survey at its discretion. Surveys completed as part of the LCHIP-funded project must
1. be completed by a surveyor licensed in the State of New Hampshire,
  2. be completed in accordance with the New Hampshire Office of Licensure and Certification, Board of Land Surveyors Rules, Land 503.03-09 as may be amended or revised,
  3. include the method and accuracy of the survey,
  4. show monumentation at all turning points as “set” or “found”,
  5. document the existence of blazing (axe cut/paint, or paint only) through forested areas unless otherwise documented in the Baseline Documentation Report or Property Conditions Report. If blazing or monumentation will not take place until after acquisition, the executive director may allow documentation to be submitted with or prior to the initial annual monitoring report.
  6. meet all recording requirements of the applicable county registry of deeds, and,
  7. be recorded at or before the time of acquisition. If the survey is to be recorded coincident with acquisition, an electronic (digital) copy of the final recorded survey must be submitted to LCHIP prior to or with the initial annual monitoring report.
- C. Title Examination - A preliminary examination of title for all Resource Assets must be completed at least thirty days prior to acquisition, and updated no more than five days prior to acquisition by an attorney licensed to practice law in the State of New Hampshire. The title examination must be completed in accordance with the New Hampshire title examination standards of the New Hampshire Bar Association, as may be amended or revised. Any issues that could constitute a cloud on title, or any unpaid mortgages, liens or other encumbrances that could result in the extinguishment of the restrictions to be conveyed or undermine the resource values to be protected must be resolved to the satisfaction of the LCHIP executive director prior to acquisition.
- D. Title Insurance –Title insurance must be secured for all acquisition projects. The Title Commitment must show a policy amount at least equivalent to the LCHIP grant award, and must list the grant recipient as the proposed insured.
- E. Baseline Documentation or Property Conditions Report – A Baseline Documentation or Property Conditions Report (Report) must be submitted to LCHIP documenting the condition of the Resource and the specific conservation or preservation attributes extant at the time the protective restrictions are conveyed. Guidance documents describing the required Reports will be provided to Grantees by LCHIP. If, due to circumstances beyond the Grantee’s control, the baseline documentation or property conditions report cannot be finalized prior to the release of grant funds the executive director may accept an interim report and require that the final report be submitted to LCHIP with or prior to the initial annual monitoring report.
- F. Evaluation of Environmental Conditions – An environmental conditions evaluation of the Resource Asset to be acquired must be submitted for all Acquisition projects. The purpose of this evaluation is to determine the existence or presence of any solid waste, hazardous or toxic contaminants or other pollutants.

1. Phase I Environmental Site Assessment - A Phase I Environmental Site Assessment conforming to American Society for Testing Materials (ASTM) Designation E 1527 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment process” as may be amended or revised and prepared by an environmental professional as defined therein must be submitted for the following projects:
  - a. Acquisition of any Resource Asset in fee, or
  - b. Acquisition of an Easement Interest in any building or structure, or in property on which buildings or structures exist or are known to have existed, or
  - c. Acquisition of an Easement Interest in property with known commercial or industrial uses, current or historic.
2. Environmental Site Review - For all other Acquisition projects either a Phase I Environmental Site Assessment or an Environmental Review must be submitted. An Environmental Review Guidance Document outlining the required components will be provided to Grantees as shown in appendix A.
 

Any recognized environmental or other concerning conditions known by the Grantee to exist must be disclosed to LCHIP and resolved to the satisfaction of the LCHIP executive director, or a credible plan for remediation must be submitted to and approved by the LCHIP executive director, prior to the release of grant funds.

- G. Property Management Plan (*fee acquisitions*) or Stewardship Policies (*easement acquisitions*) Property Management Plan - for fee acquisitions, a plan addressing how property management and overall stewardship of the property will be undertaken over the long-term must be submitted prior to the release of grant funds. The plan must be sufficient to guide future management activities and decisions. A Guidance Document describing the required components of the Property Management Plan will be provided to Grantees. The LCHIP executive director may accept a draft plan prior to acquisition subject to a requirement that the final plan be submitted with, or prior to, the initial annual monitoring report. Stewardship Policies - for easement acquisitions, documentation of the entity providing stewardship’s easement enforcement program, including a detailed description of the annual monitoring and inspection process and written documentation of trespass, encroachment, and/or violation response procedures demonstrating the stewarding entities capacity to enforce the restrictions conveyed must be submitted to LCHIP. Land Trusts accredited by the Land Trust Alliance are exempt from this requirement.
- H. Documentation of Adoption of Land Trust Alliance Standards and Practices -Documentation that the recipient organization has adopted the applicable Land Trust Alliance Standards and Practices. Acceptable documentation will include a formal resolution or copies of approved minutes. (Information can be found at [landtrustalliance.org/topics/land-trust-standards-and-practices/adopt-land-trust-standards-and-practices](http://landtrustalliance.org/topics/land-trust-standards-and-practices/adopt-land-trust-standards-and-practices).) Accredited land trusts may submit documentation of current accreditation.
- I. Publicity – Evidence of public outreach and/or publicity acknowledging LCHIP’s role as a project funder must be submitted. Acceptable documentation will include, but not be limited to, a draft press release or copies of newspaper, newsletter or website articles acknowledging LCHIP’s support of the project.
- J. Geospatial Data - A GIS shapefile package (polygon) and completed GRANIT tract data sheet must be submitted. A guidance document and tract data sheet will be provided to Grantees.
- K. Final Project Budget – A final project budget must be submitted to LCHIP demonstrating compliance with all LCHIP financial requirements. A final project budget form will be provided to Grantees.

## **19. Project Documentation Requirements – Rehabilitation and/or Restoration Projects**

Project documentation meeting the following minimum standards must be submitted prior to the release of grant funds and per the timing requirements included in Section 5 Process Overview and Section 13 Disbursement of Funds:

- A. Scope of Work and/or Plans A detailed scope of work must be submitted for all rehabilitation / restoration projects. The scope of work must include the following information for each architectural feature or component to be rehabilitated:
  - 1. Feature
  - 2. Date of feature
  - 3. Description of feature and its condition
  - 4. Photo or illustration of the feature
  - 5. Description of proposed work and its impact on the feature
  - 6. List of contractors to be used on the project
  - 7. Statement of the methods and means by which the contractors will do the work
  - 8. Full-size, annotated and/or to-scale architectural plans, if requested by LCHIP.
- B. Stewardship Plan - The Stewardship Plan must address all the applicable aspects of stewardship as defined in this document, including managing the resource asset in accordance with all legal
- C. Proof of Match Funds - Document that the full project funding for the LCHIP project has been secured, with no more than 50% of the match in non-cash. Documentation may include bank statements, treasurer's reports, award letters from other grants, or statements from in-kind donors of the approximate value of their donation
- D. Proof of Insurance -
  - 1. Liability coverage sufficient to protect the owner/steward during the construction process and if/when the Resource is open to the public
  - 2. Property insurance, at a minimum, sufficient to repay the LCHIP grant in case of catastrophic loss and ideally for full replacement value. The LCHIP executive director may waive, or permit adjustments to, this requirement.
- E. Baseline Documentation Report – A Baseline Documentation Report must be submitted to LCHIP documenting the work that was accomplished by the LCHIP grant and providing a clear record of the physical condition and historic character of the Resource at the time of project completion. A guidance document describing the required components of the Report will be provided to Grantees.
- F. Documentation of Adoption of Land Trust Alliance Standards and Practices –Documentation that the recipient organization has adopted the applicable Land Trust Alliance Standards and Practices must be submitted. Acceptable documentation may include a formal resolution or copies of approved minutes. (Information can be found at [landtrustalliance.org/topics/land-trust-standards-and-practices/adopt-land-trust-standards-and-practices](http://landtrustalliance.org/topics/land-trust-standards-and-practices/adopt-land-trust-standards-and-practices).) Accredited land trusts may submit documentation of current accreditation.
- G. Evidence of Publicity – Evidence of public outreach and/or publicity acknowledging LCHIP’s role as a project funder must be submitted. Acceptable documentation will include, but not be limited to, a draft press release or copies of past newspaper, newsletter or website articles about the project which acknowledges of LCHIP’s support of the project.

- H. Final Project Budget – A final project budget must be submitted to LCHIP demonstrating compliance with all LCHIP financial requirements. A final project budget form will be provided to Grantees.

**Section 20 – Project Documentation Requirements – Studies**

- A. Detailed Scope of Work - A detailed description of what will be included in the study, similar to the guidance provided in National Park Service Preservation Brief 43, “The Preparation and Use of Historic Structure Reports” and a list of the individuals or firms that will work on the project, typically including an historic preservation specialist meeting the Secretary of the Interior’s Professional Qualification Standards for Historic Preservation, must be submitted.
- B. Proof of Match Funds - Document that the full project funding for the LCHIP project has been secured, with no more than 50% of the match in non-cash. Documentation may include bank statements, treasurer's reports, award letters from other grants, or statements from in-kind donors of the approximate value of their donation
- C. Draft Report – A draft report meeting the requirements outlined in the approved scope of work must be submitted to LCHIP for review and comment.
- D. Final Report - A clean copy of the final report, in both hard-copy and digital formats, must be provided to LCHIP.
- E. Final Budget – A final project budget must be submitted to LCHIP demonstrating compliance with all LCHIP financial requirements. A final project budget form will be provided to Grantees.

Appendix A  
**LCHIP Checklist for Environmental Site Review**

Name of Property:

Location:

Town:

Type of Property:

- Potential Permanent Ownership
- Conservation Easement
- Other

Sources of Information:

- Inspection of documents (attach copies)
- \*Interview with landowner (attach notes – questions to include but not be limited to “Are you aware of any solid or hazardous waste and/or site, whether buried or above ground, currently, or in the past on this property?”)
- Interview with abutters (specify whom, attach notes)
- Interview with government officials (specify whom, attach notes)

*\*required*

Documents Attached:

- Survey and/or site plan
  - Should show any current or former locations of:
    - Buildings
    - Above-ground and underground storage tanks
    - Pipes
    - Electrical transformers
    - Chemical storage locations
    - On-site hazardous waste and non-hazardous waste storage or disposal locations
    - Known or suspected locations of asbestos
    - Motor vehicle garage or service site
    - Drainage systems
    - Ditches
    - Groundwater production or monitoring wells
    - Septic systems and leach fields
    - Easements
    - Water bodies
    - Land features
- Aerial photographs
- Copies of reports, permits, etc.
  - Conditional or special use permits
  - Easement agreements
  - Land use restrictions
  - Title report
  - Documents from federal, state, or local agencies regarding property use
  - Environmental impact reports
  - Environmental audits or assessments
  - Technical reports or studies of the geology and hydrology of the area
- Chemicals (a list of chemicals, fuels or pesticides known to have been used or stored on the property, including the location and estimated amount of each substance used or stored)

- \_\_\_\_\_ Wastes (a list of the types, amounts, and locations of any wastes known to have been generated, stored, treated, recycled, or disposed of on-site)
- \_\_\_\_\_ Correspondence
- \_\_\_\_\_ \*Copy of letter to and response from municipality inquiring about known hazardous material or waste sites (Selectman and Fire Chief at minimum).

Other information

- \_\_\_\_\_ \*Map from NH Dept. of Environmental Services showing location of property relative to all documented hazardous waste sites in the DES database.
- \_\_\_\_\_ \*Copy of “all sites” list from Dept. of Environmental Services for municipality in which property is located with confirmation by applicant that the subject property is not on the “all sites” list.

*\*required*

Site Information and History:

- \_\_\_\_\_ Agricultural
  - What types of crops were grown?
  - Was the property irrigated?
  - What types of pesticides, herbicides, and fertilizers were used?
  - During what time periods were pesticides, herbicides and fertilizers used on the property?
  
- \_\_\_\_\_ Forestry
  - Were any chemicals used on the site?
  - What were they?
  
- \_\_\_\_\_ Manufacturing
  - What was manufactured and what chemicals were used?
  - Do any chemicals, raw materials, finished products, fuel, or machinery remain on the property? If so, describe.
  - Were any industrial waste, sewage, or wastewater disposed or discharged to land or water that may have left deposits of hazardous substances in or on the land or in the groundwater? If so, describe.
  
- \_\_\_\_\_ Residential
  - Was asbestos used?
  - If yes, when?
- \_\_\_\_\_ Mining
  - What was mined?
  - What methods or processes were used?
  - How and where were tailings and waste disposed of?
  - What chemicals, if any, were used in mining and processing?
  - If yes, when?
  
- \_\_\_\_\_ Surrounding properties
  - What are the current and past uses of the surrounding properties?
  - Could the activities on these properties pose potential environmental risks?

\_\_\_\_\_ Other

Physical Inspection:

Inspection performed by:

Date:

Check applicable property features:

- \_\_\_\_\_ Stained soil or concrete
- \_\_\_\_\_ Vegetation damage
- \_\_\_\_\_ Foul or unusual odors
- \_\_\_\_\_ Oily sheens or discoloration of surface water
- \_\_\_\_\_ Storage tank--above or below ground?
- \_\_\_\_\_ Surface pond or impoundment
- \_\_\_\_\_ Incinerator
- \_\_\_\_\_ Waste dump, junk pile, storage pit
- \_\_\_\_\_ Disposal well or bed
- \_\_\_\_\_ Storage drums or other containers
- \_\_\_\_\_ Wastewater outlet or pipe
- \_\_\_\_\_ Emission stack, chimney, or vent
- \_\_\_\_\_ Railroad tracks
- \_\_\_\_\_ Truck parking
- \_\_\_\_\_ Soil disturbance
- \_\_\_\_\_ Signs of illegal dumping
- \_\_\_\_\_ Stream or other flowing surface water
- \_\_\_\_\_ Structures: check for asbestos, urea formaldehyde foam
- \_\_\_\_\_ Pipeline
- \_\_\_\_\_ Other

Analysis of findings:

Prepared by:

Date:

Recommendation:

Authorized signature:

Appendix B  
**Baseline Documentation for Natural Resource Projects**

**Purpose Statement:**

The monitoring and stewardship of the properties protected through the uses of LCHIP funds is a critical component to ensure its long term protection. The baseline inventory report should be the basis from which one will monitor the protected property. It is important that the baseline inventory report includes important information that relates to each individual property and information that will allow one to complete their monitoring and stewardship responsibilities effectively into the future. The following criteria have been drawn up to help the preparers of baseline inventory reports in creating reports that will have consistent formats, information and effectiveness for all the projects funded through LCHIP.

Information needs will obviously vary, sometimes quite widely, from property to property.

**Photographic Documentation:**

We believe that clear, labeled and precisely located photographs are a critical part of any baseline inventory report. Photographic documentation should cover as much of the property as possible and in as much detail as possible. This is particularly true for structures and improvements located on the property at the time the project is completed.

**GPS Information:**

Global Position Systems (GPS) have in recent years become much more affordable and able to produce more accurate location information. This information will be immensely useful in the future as properties change owners and landscapes change over time. LCHIP highly encourages the preparers of baseline inventory reports to use GPS coordinates when locating photo points, structures and other important features of a property.

**Baseline Inventory Report Should Contain the Following Information:**

**A. Table of Contents (optional)**

Page numbers and information included in each of the following sections.

**B. Owner Acknowledgement Statement (\*see end of document)**

**C. Summary Information:**

1. Landowners name, contact information
2. Easement holder name, contact information
3. Executory Interest name, contact information
4. Date or proposed date of project acquisition
5. Detailed directions to the property from the nearest town
6. General physical property description, including acreage and condition of boundaries
7. Summary of the conservation values protected

8. Extent of the investigation – Who did the work, when was the property visited, who else was consulted for information that is in the report etc...

#### **D. History of the Project**

This section should describe how contact was initiated between the involved parties and why, who the key players were in developing the project.

#### **E. Land Uses and Management**

##### **1. Historic**

This should briefly include all of the known historical uses of the property. Describe any past agricultural, logging, residential and recreational uses.

##### **2. Current**

This section should describe what the property is currently being used for including residential and recreational uses.

#### **F. Inventory of Property Improvements**

Disagreements that occur are often over the construction of new buildings or property improvements. For this reason it is critical that all existing improvements be detailed in the baseline inventory report. This information should include GPS locations of all improvements. The following need to be listed in this section.

1. Major agricultural structures such as barns, sheds, riding arenas and corrals
2. Minor agricultural structures such as stock tanks and fences
3. All man made ponds, stock tanks or reservoirs
4. Any recreational improvements present on the property
5. Roads, public and private, paved and unpaved need to be located on a site map and preferably shown in photographs. This includes two-tracks present on the property
6. Existing radio towers, cell towers, power lines, dumps, transfer stations, and cemeteries etc
7. Gravel pits and similar areas of site disturbance

#### **G. Description of Property and Conservation Values (or attach Stewardship plan)**

##### **1. Physical Description**

- a) Topography – A general description and notable landmarks referenced in the report.
- b) Geology – Note the underlying geology and any notable features located on the property.
- c) Soils – Note the major soil types and their locations on the property.
- d) Hydrology – Note water features found on the property, watershed information and any other information related to water on the property.

##### **2. Vegetative Communities**

Provide a brief description of the main vegetative community types found on the property. The description should also include human altered vegetative communities such as hay field, corn fields or pastures. It is important to note the general locations of each community type and include a map showing the locations of the communities if appropriate.

### **3. Wildlife Values**

Each property is used in different ways by wildlife and wildlife uses change over time. Please provide a description of the notable species found on the property.

### **4. Scenic, Open Space and Historical Values**

- a) This section should describe the public open space values that are protected by the project. These can include views from public roads or public lands and community buffers.
- b) If the property has any historical or archaeological values please briefly describe.

## **H. Appendices**

Information included in Appendices to the document are generally used for reference and can include a wide array of information depending upon the property. These typically include:

### **1. Photographic Documentation**

Clear color photographs showing the property, with photopoints located on a map.

### **2. USGS Topographic Map**

This should show property lines and other nearby protected land

### **3. Aerial Photograph**

### **4. Annotated Survey Plan or Detailed Property Map**

Including man-made features

### **5. Excerpt of soils map**

Showing property lines, plus soils productivity classifications

### **6. References cited in the Report**

### **7. Recorded Copy of the Easement (submitted after closing)**

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**\*Sample Owner Acknowledgement Statement**

**Property Name:**

**Grantor:** Name  
Address  
Town, State, Zip

**Grantee:** Name  
Address  
Town, State, Zip

**Property Description**

(Include acreage, general location and relevant natural features, not to exceed more than a few paragraphs)

In compliance with Section 1.170-14(g)(5)(i)(D) of the Federal Tax Regulations this baseline inventory report is an accurate representation of the property at the time of the conservation easement donation

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Date

Appendix C  
**Baseline Documentation  
for Historic and Cultural Resources**

The purpose of Baseline Documentation is to provide documentation of the physical condition and historic character of the resource once the project is completed and to provide a permanent record of the work that was accomplished by the LCHIP grant. The baseline documentation is an integral part of the stewardship of the resource; and good, thorough Baseline Documentation will make review and approval of future alterations to the building easier. It should include:

- *Location, address and boundaries of property (legal description)*
- *Brief statement of significance of property*
- *Description of physical evolution of property, noting major additions, alterations*
- *Assessment of condition of property from visual inspection*
- *Site Plan from tax map or survey with photo key*
- *Sketch Floor Plan with photo key*

**Photographic Record:**

In order to make the photographs more useful, they should be keyed to a sketch map of the property. Digital or film photography may be used. Photographs should be crisp, clear, focused, and not grainy or pixilated. If possible, they should be free of obscuring elements (trees, vehicles, etc.), but if present, these elements should not be removed digitally. Black and white 35mm photographs printed on archival quality paper have a proven record of retaining their clarity and integrity over time; however, color 35mm photos or good quality digital prints may be acceptable on a case-by-case basis. Please contact LCHIP staff to discuss photography requirements for your project. Photographs should be printed in at least 4X6 format, and each photo must be labeled, with either an accompanying caption (if images and text are integrated into a word-processing document) or on the reverse or individual prints (write directly on the photo, do not use an adhesive label). Indicate the property name, date, photographer's name, and description/location of where the photo was taken (for example, "front elevation" or "from entry, looking north").

Photos should include:

- Whole structure showing major faces or elevations
- Setting around the structure
- Significant exterior features
- Significant interior features
- Photos showing the improved areas

Grant recipients must produce at least 2 unbound sets of Baseline Documentation, **one is retained by the Recipient and one submitted to LCHIP.**

Baseline Documentation can be completed by the Recipient or by a paid (or volunteer) consultant. Any costs associated with completing the Baseline Documentation can be included in your Total Project Cost. The Baseline Documentation must be approved by LCHIP staff for completeness. If staff determines that the submitted Baseline Documentation is not complete, it will be returned to the Recipient with notes from LCHIP regarding what additional material is necessary. If a second submittal is not complete, LCHIP reserves the right to require the Recipient to hire a consultant to complete the Baseline Documentation.

Appendix D  
Project Proposal Scoring  
(as referred to in CGP Section 10 C)

Resource Values	45 possible points
Resource Significance (35 possible points)	
Imminence of Threat (10 possible points)	
Current Capacity	25 possible points
Planning and Community Support (5 possible points)	
Implementation Capacity (5 possible points)	
Financial Need (5 possible points)	
Budget/Project leverage (10 possible points)	
Future Strength	25 possible points
Stewardship (15 possible points)	
Future Activities (10 possible points)	
Additional Information	<u>5 possible points</u>
Total	100 Possible Points

Appendix E  
CHAPTER 227-M  
COMMUNITY HERITAGE INVESTMENT PROGRAM

**227-M:1 Purpose.** – The general court finds that in order to maintain New Hampshire's quality of life and economic vitality for its citizens, growth and development should be balanced with careful protection of the state's most important natural, cultural, and historical resources. Permanent protection of these resources, through acquisition of lands, buildings, and other physical assets, or interests in these assets, must be accomplished along with their planned long-term stewardship. The general court further recognizes the importance of public-private partnerships to achieve these ends. To protect and preserve New Hampshire's natural, cultural, and historical resources for this and future generations, the general court establishes in this chapter the New Hampshire land and community heritage investment program. The intent of the program is to conserve and preserve this state's most important natural, cultural, and historical resources through the acquisition of lands, and cultural and historical resources, or interests therein, of local, regional, and statewide significance, in partnership with the state's municipalities and the private sector, for the primary purposes of protecting and ensuring the perpetual contribution of these resources to the state's economy, environment, and overall quality of life.

**Source.** 2000, 245:1, eff. June 8, 2000.

**Section 227-M:2**

**227-M:2 Definitions.** – In this chapter:

- I. "Authority" means the New Hampshire land and community heritage investment authority.
- II. "Board" means the board of directors of the New Hampshire land and community heritage investment authority.
- III. "Building" means a construction made by humans and created to shelter human activity.
- IV. "Easement interests" means conservation, historic preservation, or scenic easements, development rights, or any other similar protective interest in real property held in perpetuity, or a term easement that is held for a specific period of time and not in perpetuity as part of a farm viability program.
- V. "Eligible resource" means a natural, cultural, or historical resource including archaeological sites; historic buildings and structures which house cultural events and programs; historic properties including buildings and structures; historic and cultural lands and features; ecologically significant lands; existing and potential public water supply lands; farmland; forestland; habitat for rare species or important wildlife; lands for recreation; riverine, lake, estuarine, and ocean shorelands; scenic areas and viewsheds; and wetlands and associated uplands.
  - V-a. "Farm viability program" means a program overseen by an eligible applicant under RSA 227-M:8, I that preserves farmland:
    - (a) By enhancing the long-term viability of farms, principally through assistance in business plan development and implementation; and
    - (b) By requiring term easements on farms participating in such a program and receiving assistance funded through this chapter.
- VI. "Monitoring" means the regular and systematic gathering of information about a resource asset to identify changes to the property over time to ensure that it is being used in accordance with any easement interest restrictions or other legal obligations entered into under this chapter.
- VII. "Resource asset" means the lands, buildings, structures, and other physical assets or the easement interests in the lands, buildings, structures, and other physical assets that comprise the real property of an

eligible resource.

VIII. "Stewardship" means planning for and taking the necessary actions over the long term to successfully preserve and protect the natural, cultural, or historical value of a resource asset. Such actions include, as applicable, managing the resource asset in accordance with all legal obligations entered into under this chapter, performing regular maintenance and upkeep, providing for necessary monitoring, educating or informing those that might negatively impact upon the resource asset about the need and/or legal obligation to protect and preserve it, paying tax or in-lieu-of tax obligations, obtaining liability insurance, and securing sufficient levels of financial resources to carry out all such necessary actions.

**Source.** 2000, 245:1. 2006, 39:1. 2008, 136:1, 2, eff. Aug. 5, 2008.

### **Section 227-M:3**

**227-M:3 Land and Community Heritage Investment Program Established.** – There is hereby established the New Hampshire land and community heritage investment program. The program shall acquire resource assets, through voluntary negotiations with property owners and utilization of all available federal, state, local, private, and other matching funds and incentives. The program shall also provide funding for restoration and rehabilitation of cultural and historical resources and for certain costs associated with the acquisition of resource assets. All deeds or other documents evidencing purchase of any fee interest or other easement interest in resources under this chapter shall be drawn and held in the name of the municipality, other political subdivision, or qualified publicly-supported nonprofit corporation purchasing the interest through the use of program funds. All easement interests and legal obligations that are attached in perpetuity to any property shall be recorded in the deed. The state of New Hampshire shall hold an executory interest in all easement interests acquired by the program and held by municipalities, other political subdivisions, or qualifying nonprofit corporations. There shall be no power by the state of New Hampshire to take any resource by eminent domain, nor shall any funds made available by this program be used to take by eminent domain except in cases involving the voluntary quieting of title. All acquisition projects shall involve a willing seller and willing buyer, or a willing donor of resource assets.

**Source.** 2000, 245:1, eff. June 8, 2000.

### **Section 227-M:4**

#### **227-M:4 New Hampshire Land and Community Heritage Authority Established; Board of Directors.** –

I. There is hereby established the New Hampshire land and community heritage investment authority, a body corporate and politic. The authority is constituted a public instrumentality of the state. The exercise by the authority of the powers conferred by this chapter shall be deemed and held to be the performance of public and essential governmental functions. The authority shall be a nonprofit corporation organized under RSA 292.

II. The authority shall be governed by a board of directors composed of 18 members. Voting members shall not appoint designees to act in their places. The chairperson shall be elected from among the public members. Board membership shall be as follows:

- (a) Two members of the senate, to be appointed by the senate president.
- (b) Two members of the house of representatives, to be appointed by the speaker of the house.
- (c) Eight public members, to be appointed by the governor and council:
  - (1) Two of whom shall represent cultural and historic resource interests;

- (2) One of whom shall represent natural resources interests;
- (3) One of whom shall represent outdoor recreation interests;
- (4) One of whom shall represent business or real estate interests;
- (5) One of whom shall represent municipal interests;
- (6) One of whom shall represent local planning interests; and
- (7) One of whom shall represent regional planning commissions.
- (d) The director of the office of energy and planning, or designee.
- (e) The commissioner of the department of cultural resources, or designee.
- (f) The commissioner of the department of resources and economic development, or designee.
- (g) The commissioner of the department of environmental services, or designee.
- (h) The commissioner of the department of agriculture, markets, and food, or designee.
- (i) The executive director of the department of fish and game, or designee.

III. Members appointed under subparagraphs II(d) through II(i) shall be advisory, non-voting members.

IV. (a) The terms of the state agency members and the members of the senate and the house of representatives shall be coterminous with their respective terms in office. Members appointed by the governor and council under subparagraph II(c) shall serve a 4-year term, and may serve no more than 10 successive years.

(b) Members appointed by the governor and council may be removed from office for cause, by the governor and council. Cause for removal shall include, but not be limited to, incapacity or failure to perform the duties of a member of the board of directors. Vacancies shall be filled for the unexpired term of the office in the same manner as the original appointment. Legislative members shall be entitled to mileage reimbursement at the legislative rate.

V. Seven voting members shall constitute a quorum. Decisions shall be made by a majority of those present and voting. Each member appointed under subparagraphs II(a) through (c) shall have one vote on matters coming before the board. The board shall meet quarterly and at such other times as may be deemed necessary by the chairperson.

VI. Board members shall not be subject to civil liability for acts performed in accordance with their duties under this chapter.

**Source.** 2000, 245:1. 2003, 319:9. 2004, 257:44, eff. July 1, 2004.

## **Section 227-M:5**

**227-M:5 Powers and Duties of the Authority.** – The authority shall have all the powers necessary and convenient to carry out and effectuate the purposes and provisions of this chapter and shall:

I. Adopt bylaws for the regulation of its affairs and the conduct of its business.

II. Adopt criteria and guidelines for:

- (a) The acquisition of resource assets;
- (b) The restoration or rehabilitation of cultural and historical buildings or structures; and
- (c) The stewardship and monitoring of resource assets on which program funds are expended.

III. Adopt definitions deemed important or necessary to carry out the purposes of this chapter.

IV. Oversee and direct the expenditure of funds deposited in the trust fund of the New Hampshire land and community heritage investment program in accordance with the purposes of this chapter. This includes, but is not limited to, the authority to draw upon funds for acquisition of resource assets, or related program purposes, and for the administrative costs of the program.

V. Make and execute contracts for services necessary to carry out the purposes of this chapter or necessary and convenient for the exercise of its powers and functions.

VI. Temporarily acquire real property or interests in real property, only when such acquisition is necessary or appropriate to protect or secure any investment in which the authority has an interest.

VII. Prepare an annual report to be presented no later than December 1 of each year to the president of the senate, the speaker of the house, and the governor and council, and filed with the state library. The report shall detail the activities of the program during the past year including a listing of all resource assets acquired and restoration and rehabilitation projects undertaken, along with the associated expenditures. All administrative costs shall be provided, as well as a complete financial accounting of the trust fund established under RSA 227-M:7. The report shall also include a historical summary of the program's activities to date. A copy of the report shall be made available to any interested person. The authority shall cause an audit by an independent certified public accountant of its books and accounts to be made each fiscal year.

VIII. In addition, the authority may:

(a) Adopt an official seal.

(b) Maintain an office and hire staff.

(c) Apply for and accept from any source gifts and donations of: money, including money from appropriate fundraising activities; labor, equipment, and supplies; land and other real property; interests in land and other real property; federal, local, private, and other matching funds and incentives; and other assets to be deposited in the fund for the purposes of this chapter and to aid the authority in the conduct of its affairs.

(d) Employ or retain as independent contractors architects, engineers, attorneys, accountants, and other advisors and employees, consultants, and agents as may be necessary in its judgment without regard to any personnel or civil service law of the state to prescribe their duties and qualifications and to fix and pay their compensation if any.

(e) Appoint qualified individuals to serve as unpaid volunteers under such terms and conditions as it deems necessary. Said volunteers or advisors may be paid a stipend and/or reimbursed for any incidental expenses determined by the authority to be necessary and incurred while performing the business of the authority.

**Source.** 2000, 245:1. 2001, 158:12, July 1, 2001.

## **Section 227-M:6**

**227-M:6 Executive Director.** – The board of directors shall nominate one or more persons for appointment by the governor and council to serve as executive director. The executive director shall serve a term of 5 years, with reappointment or a vacancy to be filled in the same manner as the original appointment. At the request of the board, the governor and council may remove the executive director for cause. The executive director shall:

I. Coordinate the activities of state agencies directly involved with the administration of the program in accordance with this chapter.

II. Evaluate the eligible resources proposed for protection or restoration under this program, and determine if these resources meet the criteria of the program, subsequent to instruction by the board.

III. At the direction of the board, administer the affairs of the program and be directly responsible for executing all policies of the board.

**Source.** 2000, 245:1, eff. June 8, 2000.

## **Section 227-M:6-a**

### **227-M:6-a Status of Employees. –**

I. The authority may hire, fix, and pay compensation, prescribe duties and qualifications, and establish personnel policies without regard to any personnel or civil service law or personnel or civil service rule of the state. The employees of the authority shall not be classified employees of the state within the meaning of RSA 21-I:49. Any individual employed by the authority shall be deemed an employee at will and shall serve at the pleasure of the authority.

II. Notwithstanding the provisions of paragraph I, any individual employed by the authority whose employment calls for 30 hours or more work in a normal calendar week, and whose position is anticipated to have a duration of 6 months or more, shall be entitled to elect to receive such health, dental, life insurance, deferred compensation, and retirement benefits as are afforded to classified employees of the state provided, however, that the election is made in writing within 30 days of the start of employment. Upon election by such individual, the authority shall pay from its revenues the state's share of such benefits. Any remaining costs of health, dental, life insurance, deferred compensation, and retirement benefits which an individual elects to receive pursuant to this section, shall be withheld from such individual's salary as a payroll deduction. Written notice of the availability of these benefit options shall be provided to each individual upon employment by the authority.

**Source.** 2001, 158:14, eff. July 1, 2001.

## **Section 227-M:7**

### **227-M:7 Trust Fund Established; Administration. –**

I. There is established in the office of the state treasurer the trust fund for the New Hampshire land and community heritage investment program. Moneys in the fund and any interest earned on the fund shall be used for the purpose of this chapter and shall not be used for any other purpose. The trust fund shall be non-lapsing.

II. The state treasurer is instructed to invest the sums deposited in the fund in a prudent manner consistent with the purposes of this chapter. Interest earned on moneys in the fund shall accrue to the fund to the extent allowed under federal law.

III. No funds of any state agency shall be transferred to the trust fund without specific authorization from the general court. Federal funds accepted by the fiscal committee and governor and council for purposes similar to those of this chapter may be deposited in the trust fund.

**Source.** 2000, 245:1, eff. June 8, 2000.

## **Section 227-M:7-a**

### **227-M:7-a Administrative Fund. –**

I. There is established in the office of the New Hampshire land and community heritage investment authority a fund to be known as the land and community heritage investment program administrative fund into which the commissioner of safety shall credit any revenue generated pursuant to RSA 261:97-b, I-a. There shall also be deposited, on a monthly basis, interest income generated on appropriations made to the land and community heritage investment program trust fund pursuant to RSA 227-M:7. The total revenues generated to the administrative fund from these 2 sources shall not exceed \$335,000 for each fiscal year. Any revenue generated from these 2 sources in excess of the \$335,000 maximum per year shall be credited by the New Hampshire land and community heritage investment authority to the land and community heritage investment program trust fund in RSA 227-M:7. The authority shall include in its annual report the amount of revenues

exceeding the maximum which are credited to the trust fund.

II. All sums so credited shall be appropriated to the authority for the following purposes:

(a) To pay the costs of administering and operating the authority, including, but not limited to, all wages, salaries, benefits, and other expenses authorized by the board or the executive director. The authority may enter into a contract or agreement for provision of services to withhold on a monthly basis all payroll and benefit costs for employees.

(b) In general for the payment of all expenses incident to the management and operation of the authority as are consistent with its statutory purpose and as the board or the executive director thereof may from time to time determine.

III. This fund shall constitute a continuing appropriation for the benefit of the authority. Any amount remaining to the credit of the authority at the close of any fiscal year, and any interest accrued, shall be nonlapsing and shall be carried over and credited to the fund for the succeeding year.

**Source.** 2001, 158:13. 2003, 319:170. 2005, 177:22. 2007, 375:2, eff. July 1, 2007. 2016, 61:2, eff. July 4, 2016.

## **Section 227-M:8**

### **227-M:8 Program Administration; Eligible Applicants; Matching Funds. –**

I. The authority shall distribute funds to further the purposes of this chapter only to eligible applicants.

Eligible applicants shall include:

(a) Municipalities or other political subdivisions of the state; and

(b) Publicly-supported nonprofit corporations exempt from federal income taxation under section 501(c) of the Internal Revenue Code.

II. Other parties wishing to participate in the program may partner with one or more eligible applicants. At the option of eligible applicants and with the approval of the board, state agencies may hold rights in resource assets acquired through the program by eligible applicants. The applicant must demonstrate the commitment of the owner of the assets to participate in the proposed action.

III. Financial assistance to eligible applicants shall be provided through grants and block grants (grants to another organization for re-granting) and loans. Up to 50 percent of financial assistance provided each year may be provided through loans. Principal and interest paid on such loans shall be deposited in the trust fund for the New Hampshire land and community heritage investment program established in RSA 227-M:7.

Financial assistance may only be expended on eligible resources for the following purposes:

(a) Acquisition of real property in fee simple.

(b) Acquisition of easement interests in real property.

(c) Restoration or rehabilitation of buildings or structures which are publicly-owned, or which are owned by a qualified publicly-supported nonprofit corporation.

(d) Surveys, appraisals, title work, and other legal or ancillary work necessary to carry out acquisitions.

(e) Resource inventories and planning.

(f) Other professional services.

IV. The authority shall not fund more than 50 percent of the appraised market value of any resource asset acquisition or more than 50 percent of any other expense eligible for financial assistance under RSA 227-M:8, III(c)-(f).

V. All eligible applicants are required to provide a level of matching resources that is no less than 50 percent of the appraised market value for any resource asset acquisition and that is no less than 50 percent of any other expense for which financial assistance is sought under RSA 227-M:8, III(c)-(f). A minimum of 1/2 of the applicant's minimum match requirement must be provided in cash to be used in the purchase or

preservation of the resource asset. Nothing shall prevent the eligible applicant from using all cash to fulfill the match requirements of the program. The balance, if any, of the non-cash match requirement may be met through any combination of:

- (a) In-kind services;
- (b) The appraised market value of donated real property or interest in real property, provided such real property is located in the municipality or municipalities in which the applicant property is located;
- (c) Expenses specified under RSA 227-M:8, III(c)-(f), incurred or to be incurred; or
- (d) A one-time investment in a stewardship endowment fund established by the applicant for the resource asset.

VI. Qualifying matching funds from the applicant may include, but are not limited to, municipal appropriations, private donations, federal funds, and monies from a conservation fund established under RSA 36-A:5.

VII. Matching beyond the minimum shall be encouraged of all applicants. The board is authorized, for a particular project, to either reduce the applicant's minimum match requirements under paragraph V or exceed the amount of financial assistance allowed under paragraph IV, but only by an affirmative vote of 9 voting members.

**Source.** 2000, 245:1. 2002, 148:10. 2005, 234:1, eff. July 1, 2005.

## **Section 227-M:9**

### **227-M:9 Acquisition, Restoration, and Protection Criteria and Guidelines. –**

I. The criteria and guidelines adopted pursuant to RSA 227-M:5, II for acquiring resource assets shall include, but shall not be limited to, the following:

(a) Imminence of threat to the land or property, such that the preservation of endangered structures and land conservation projects in densely developed or rapidly developing areas of the state shall receive a higher ranking;

(b) Uniqueness or significance of the resource;

(c) Proximity to other protected resources;

(d) Extent to which project meets multiple objectives of the program (natural, historic, and cultural);

(e) Strength of local support, such that project applications accompanied by an affirmative vote of the governing body of the municipality or governing bodies of the municipalities in which the project is located shall receive a higher ranking;

(f) Strength of private support;

(g) Cooperation between or among communities;

(h) Extent of leverage (ability of state funds to attract other public and private funds in a cost-share arrangement);

(i) Demonstrated ability and qualifying stewardship plan of eligible applicant to provide stewardship for the resource being protected; and

(j) Extent to which benefits can be conserved only through fee acquisition of the resource asset, weighed against acquisition through easement interest.

II. Nothing in this section shall be construed to require that each acquisition of a resource asset under this chapter must meet all the criteria listed in this section.

**Source.** 2000, 245:1, eff. June 8, 2000.

## **Section 227-M:10**

**227-M:10 Management.** – Any owner of a resource asset acquired in fee simple under this chapter or for which program funds have been expended for restoration or rehabilitation work, shall manage such asset in accordance with any stewardship plan approved for the asset and any legal obligations entered into under this chapter pertaining to the resource asset. The program shall not manage any resource asset, except to the extent permissible under RSA 227-M:5, VI.

**Source.** 2000, 245:1, eff. June 8, 2000.

### **Section 227-M:11**

**227-M:11 Stewardship.** – All applications submitted for funding resource asset acquisitions or restoration or rehabilitation projects must contain a stewardship plan. Applicants shall be allowed flexibility in devising such plans, but the authority shall make an affirmative finding that the stewardship plan is acceptable before awarding funds. Applications to the program for activities such as resource inventories and engineering studies are not required to include stewardship plans.

**Source.** 2000, 245:1, eff. June 8, 2000.

### **Section 227-M:12**

#### **227-M:12 Monitoring Endowment.** –

I. For every eligible resource protected under this chapter by an easement interest, a percentage of funds from the program or contributions from the applicant, as specified by the authority, shall be provided to the monitoring endowment established under RSA 162-C:8.

II. Funds added to the monitoring endowment pursuant to RSA 227-M:12, I shall be used to support monitoring by state agencies, local municipalities, and qualifying nonprofit corporations of easement interests acquired under this chapter. Such monitoring shall be to ensure that the resource protected through the program will be managed according to the legal agreements concerning easement interests in the resource.

**Source.** 2000, 245:1, eff. June 8, 2000.

### **Section 227-M:13**

#### **227-M:13 Road Expansion.** –

I. Notwithstanding any other provisions of this chapter, the New Hampshire land and community heritage authority shall recognize that the public interest and public safety and welfare may, from time to time, require minor expansion, minor modification, or minor alteration of existing roads within the state highway system. After review and approval by the authority, and notwithstanding RSA 227-M:14, the department of transportation may obtain interests in lands acquired by the authority under this chapter adjacent to state highways. Permissible expansion, modifications, or alterations under this section shall include drainage easements, slope easements, lane widening, the addition of a passing, climbing, or turning lane, or similar adjustments, but shall not include construction of a new highway or portion thereof, construction of a bypass for an existing highway, or similar major alterations. Approval shall not be granted if reasonable and prudent alternatives exist nor if individual or cumulative approvals are likely to materially impair the conservation or preservation purposes for which the parcel was originally protected. Projects determined by the authority to be outside of the scope permitted by this chapter shall require approval from the general court.

II. The department of transportation shall submit a written request to the authority with plans and supporting documentation to demonstrate compliance with the provisions of this chapter. The authority shall hold a public hearing within 90 days of receipt of a complete request to release land and community heritage investment program interests. The authority shall provide at least 10 calendar days notice in advance of such hearing. Notification shall be made, at the expense of the department, to the landowner, local governing body and conservation commission, abutters, the Society for the Protection of New Hampshire Forests, the Nature Conservancy, the Audubon Society of New Hampshire, the New Hampshire Wildlife Federation, the New Hampshire Preservation Alliance, the local historic district commission or the local heritage commission, or both, and the county conservation district, or their successors. Notification of the public hearing shall be published, by the department, in a paper of general circulation in the municipality and shall be posted, by the department, in at least 2 public places. At the hearing or within 15 days after the hearing, a majority of the authority's voting members shall vote to approve or deny the application, unless a time extension is requested by the department. Aggrieved parties, which include all parties who must be notified under this paragraph, may appeal the authority's decision to the superior court in the same manner as planning board decisions are appealed under RSA 677:15.

III. Compensation for any interest in land obtained by the department of transportation under this section shall be at the appraised full fair market value of those property interests at the time of the department's acquisition. Alternative forms of compensation such as replacement land with comparable conservation value, or a combination of monetary compensation and replacement land may be considered in appropriate circumstances, provided all parties owning an interest in the property agree to such terms.

IV. Compensation due to municipalities and nonprofit organizations shall be dedicated to the acquisition, managing, or monitoring of protected lands consistent with the purposes of this chapter. Compensation due landowners shall be as specified in the deed or as otherwise negotiated. Any party aggrieved by the amount of compensation may file a petition with the superior court in the same manner as damage appeals are filed from the board of tax and land appeals under RSA 498-A:27.

**Source.** 2000, 245:1, eff. June 8, 2000.

## **Section 227-M:14**

**227-M:14 Public Trust.** – Resource assets acquired under this chapter through the use of the trust fund for the program shall be held in public trust and used and applied for the purposes of this chapter. Notwithstanding any other provision of law relating to the disposal of publicly-owned real estate, no deviation in the uses of any resource asset so acquired to uses or purposes not consistent with the purposes of this chapter shall be permitted. The sale, transfer, conveyance, or release of any resource asset from public trust is prohibited, except as provided in RSA 227-M:13.

**Source.** 2000, 245:1, eff. June 8, 2000.

## **Section 227-M:15**

**227-M:15 Public Access; Liability.** – Lands and interests in lands purchased with funds from this program by any eligible applicant shall be open in perpetuity for passive recreational purposes or shall be for the term of any farm viability term easement. Language to be used in easement interests secured through the program shall approximate the intent of the following:

I. There is hereby conveyed pedestrian access to, on, and across the property for hunting, fishing, and transitory passive recreational purposes, but not camping, by members of the public. A grantor may reserve

the right to post against vehicles, motorized or otherwise and against access to active livestock fields, against access to agricultural cropland during planting and growing season, and against access to forest land during harvesting or establishment of plantations.

II. The authority shall have the discretion to limit or prohibit passive recreational use on a case-by-case basis, where this activity would be inconsistent with the purpose for protecting the property and/or when public safety would be at risk. Additionally, the authority may stipulate, as a condition of funding, on a case-by-case basis where appropriate, that certain lands or interests in lands be available for motorized recreational uses.

III. No person, or successor in title, who has granted or sold rights of public access by virtue of an easement, right-of-way, development right, or other means in accordance with the purposes of this chapter shall be liable to a user of that right of access for injuries suffered on that portion of the access unless those injuries are caused by the willful or wanton misconduct of the grantor or successor in title.

**Source.** 2000, 245:1. 2006, 39:2. 2008, 136:3, eff. Aug. 5, 2008.

### **Section 227-M:16**

**227-M:16 Recapture.** – If property is sold, by a seller who has received funds under this program regarding such property, to a non-eligible applicant, the program trust fund's cash investment in the property shall be returned to the program trust fund by the property seller. This section shall not apply to a sale between eligible applicants.

**Source.** 2000, 245:1, eff. June 8, 2000.

### **Section 227-M:17**

**227-M:17 Receipt of Grant Recorded in Registry of Deeds.** – Receipt of a grant award under this program and conditions of such award shall be recorded in the registry of deeds for the county in which the property is located.

**Source.** 2000, 245:1, eff. June 8, 2000.

## Revision Notes

- #001 – Section 7, Eligible Resources and LCHIP Projects, Item B, 3. – Added subsections a & b: “(a) routine maintenance that does not require specialized historic preservation services, except when necessary to fulfill the recommendations of a Historic Structure Report or preservation plan for the property; and (b) furnishings (modern or historic)”  
*LCHIP Authority Board of Directors meeting 02/15/01*
- #002 – Section 7, Eligible Resources and LCHIP Projects, Item C – New section added: “The Board retains the right to review all project elements proposed for funding in the context of the goals of the project and to make funding decisions consistent with the project goals, the Criteria, Guidelines and Procedures and the LCHIP statute.” Previous Section C, renamed to Section D.  
*LCHIP Authority Board of Directors meeting 02/15/01*
- #003 – Section 8, Matching Requirements, Item C, 1. – Reference Added: “NH. Dept. of Employment Security’s Prevailing Wages for Like Work”.  
*LCHIP Authority Board of Directors meeting 02/15/01*
- #004 – Section 8, Matching Requirements, Item B, 3 – New section added: “Cash used to purchase an eligible property within two years prior to the opening date of a given grant round, may be used as a cash match.”  
*LCHIP Authority Board of Directors meeting 02/15/01*
- #005 – Section 12, Expenditure Caps – Added second sentence: “The maximum grant amount that can be awarded by the Board is \$500,000 for any project.”  
*LCHIP Authority Board of Directors meeting 02/15/01*
- #006 – Appendix D, Project Criteria and Scoring – This section originally contained a description of each criteria along with the point value. The descriptions were removed and the points change round to round.  
*LCHIP Authority Board of Directors meeting 02/15/01*
- #007 – Section 2, Definitions – New definition added: “Acquisition Project – means a project proposing to acquire in fee an eligible natural, cultural or historic resource.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #008 – Section 2, Definitions – New definition added: “Historic Rehabilitation Projects – means a project proposing rehabilitation work to an eligible historic structure.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #009 – Section 2, Definitions – New definition added: “Natural Resource Project – means a project before LCHIP to study, acquire fee interest or easement interest in undeveloped land.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #010 – Section 2, Definitions – New definition added: “Project Proposals – means a proposal for funding submitted by an applicant to LCHIP for an eligible activity.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #011 – Section 2, Definitions – New definition added: “Secretary of the Interior Standards – means the federal guidelines formally called the Secretary of the Interior Standards for the Treatment of Historic Properties that detail the recommended methods by which to rehabilitate an historic structure.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #012 – Section 2, Definitions – New definition added: “Study – means a professional evaluation of an eligible resource that will lead to the further protection of that resource.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #013 – Section 6, Who May Apply, B – Clarification text added: “(Other interested parties may partner or work with an eligible organization or government entity but may not apply directly to the program.)”  
*LCHIP Authority Board of Directors meeting 08/27/01*

- #014 – Section 6, Who May Apply – Items D, E, and F added: “**D.** agree to adhere to the Secretary of the Interior Standards if project is a Historic Preservation Project; **E.** agree that if property includes land with historic or cultural resource, the protection of all resources must be addressed within the scope of the project proposal; and **F.** be prepared to submit a completed Preservation Assessment, Historic Structures Report, or equivalent for any historic preservation construction or rehabilitation project with a total project cost of \$50,000 or more.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #015 – Section 9, Application Procedures, Item 4 – New sentence added “No work should be undertaken without formal contact with LCHIP staff. All historic rehabilitation work must be consistent with the Secretary of Interior Standards.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #016 – Section 14, Signage and Publicity – New sections added: “**A.** All projects funded through the program will be required to place a sign, provided to them by LCHIP, on the property at appropriate places. **B.** All funded projects will also be required to include the LCHIP logo and following statement in any materials produced to promote or publicize the resource: “This resource has been protected with assistance from the NH Land and Community Heritage Investment Program.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #017 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, Part C – Item 4 added: “Perpetual Preservation Easements may be acquired by eligible entities in order to protect the integrity of an historic structure.”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #018 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, Part C – Item 6 added: “At a minimum, the following provisions or other protective provisions will be incorporated into the terms of easements, deed restrictions and stewardship agreements – for building restoration, or rehabilitation projects: (a) All significant features identified within the easement shall be protected; (b) No use that might adversely impact the building's architectural significance will be allowed; (c) The building will be maintained to a level to protect the significant features; (d) Adequate insurance will be carried; and (e) If conveyed to a new owner, the easement holder will be notified..”  
*LCHIP Authority Board of Directors meeting 08/27/01*
- #019 – Section 5, Process Overview – updated to reflect change in terminology. Track 1, 2, and 3 became obsolete as projects are now described as either a historic resource or natural project that may contain a cultural component.  
*LCHIP Authority Board of Directors meeting 09/28/01*
- #020 – Section 2, Definitions – New definition added: “Cultural Resource – means historic structures and buildings which house cultural events and programs, and historic and cultural lands and features.”  
*LCHIP Authority Board of Directors meeting 09/28/01*
- #021 – Section 2, Definitions – New Definition Added: “Working Forest Land – means Forest land in which a principle activity is the production of commercial forest products”.  
*LCHIP Authority Board of Directors meeting 10/5/01*
- #022 – Section 10, Decision making by the LCHIP Authority Board, and Criteria for Selection of Projects – New Section Added: “F. Notwithstanding the guidance for project review as described above, the Executive Director shall maintain discretion to ensure that projects that are clearly consistent with the intent of the LCHIP program may remain under consideration.”  
*LCHIP Authority Board of Directors meeting 10/5/01*
- #023 – Section 16, Stewardship Management and Monitoring, Item C – 3<sup>rd</sup> sentence, restructure to read: “Deposits or contributions to the respective endowment fund will be in accordance with the following schedule and will be based on the appraised value of the interest acquired.”  
*LCHIP Authority Board of Directors meeting 10/5/01*
- #024 – Section 16, Stewardship Management and Monitoring, Item C – “\$7500 each or 3.5% of appraised value,…” after the comma (,) add “of a conservation easement”  
*LCHIP Authority Board of Directors meeting 10/5/01*
- #025 – Section 16, Stewardship Management and Monitoring, Item D, 4 – Restructure sentence to read: “upon sale of property, immediately contact new owner and inform of easement provisions.”  
*LCHIP Authority Board of Directors meeting 10/5/01.*

- #026 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, strike B, 4: “No person, or successor in title, who has granted or sold rights of public access by virtue of an easement, right-of-way, development right, or other means in accordance with the purposes of this chapter shall be liable to a user of that right of access for injuries suffered on that portion of the access unless those injuries are caused by the willful or wanton misconduct of the grantor or successor in title (see RSA 227-M:15, III).”  
*LCHIP Authority Board of Directors meeting 10/5/01*
- #027 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, Item C – New sentence added to end of paragraph: “Any resource acquired in fee or less than fee that has a mortgage on it must be prepared to have all mortgagees subordinate their interests to comply with required LCHIP language.”  
*LCHIP Authority Board of Directors meeting 10/5/01*
- #028 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, Item C – Section 2 restructured to read: “Any donated easement interest on match property will not be required to convey an Executory Interest to the state, however any donated property must be conveyed consistent with the purposes of the Program. Language for perpetual conservation and preservation easements acquired with the use of LCHIP funds shall be presented with the formal application and shall include but not be limited to the following, as applicable: **(a)** Property shall be maintained [as open space] for the purposes set forth by the NH Land and Community Heritage Investment Program established by RSA chapter 227-M. [No industrial or commercial activities except agriculture and forestry.]; **(b)** No subdivision; property may be conveyed only in its entirety, unless approved by the authority; **(c)** No structures, except structures that serve allowed conservation uses; **(d)** No use of the property to meet open space requirements of any land use regulation process; **(e)** These conditions will not necessarily preclude the Grantor from collecting reasonable fees in support of the stewardship of the property. However, activities for which fees are charged shall be consistent with the intent of the program.”  
*LCHIP Authority Board of Directors meeting 10/5/01*
- #029 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, Item C – New Section 6: “At a minimum, the following provisions or other protective provisions will be incorporated into the terms of easements – both term and perpetual - for building restoration, or rehabilitation projects: **(a)** All significant features identified within the easement shall be protected; **(b)** No use that might adversely impact the building's architectural significance will be allowed; **(c)** The building will be maintained to a level to protect the significant features; **(d)** Adequate insurance will be carried; and **(e)** If conveyed to a new owner, the easement holder will be notified.”  
*LCHIP Authority Board of Directors meeting 10/5/01*
- #030 – Section 13, Final Approval and Project Execution Including Disbursement of Funds. Executive Limitation #3 “The Executive Director shall not be required to obtain a Final Approval from the Board for any project, so long as the project details are consistent with the Conditional Approval, and all other policy is adhered to.” resulted in changes to section 13 relative to Contingent approval.  
*LCHIP Authority Board of Directors meeting 05/3/02*
- #031 – Section 8, Matching Requirements – At the annual retreat, the board instituted a new policy “To support regional planning and inter-municipal cooperation, a donated match property from any town involved in the project is eligible as non-cash match.” This new policy is reflected in Section 8, item E, 3.  
*LCHIP Authority Board of Directors meeting 05/3/02*
- #032 – Section 12, Expenditure Caps – Add before 1<sup>st</sup> sentence: “LCHIP aims to make a substantial difference to the continuation to success to as many projects as possible.”  
*LCHIP Authority Board of Directors meeting 05/3/02*
- #033 – Appendix E, RSA 227-M – New text added: “At the option of eligible applicants and with the approval of the board, state agencies may hold rights in resource assets acquired through the program by eligible applicants.”  
*Enacted in accordance with HB1000 May 14, 2002*
- #034 – Section 16, Stewardship Management and Monitoring, Item D, 1 – The wording in this section was changed to clarify that LCHIP requires the same level of protection on a donated property as it does any target properties.  
*LCHIP Authority Board of Directors meeting 08/12/02*

- #035 – Section 9, Application Procedures, Item A, Eligibility Determination – New sentence added: “Require a signed and notarized statement from landowners intending to donate property, detailing the LCHIP expectations for the protection of the resource.”  
*LCHIP Authority Board of Directors meeting 08/12/02*
- #036 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, Part C, Item 5 – “The Stewardship Agreement will be made between the grant recipient and LCHIP, and will impose the same restrictions that are in our Easements (runs with the land). It will be recorded with the property deed, and will include the stipulation that the building can only be sold if the new owner agrees to sign a new Preservation Contract with LCHIP.”  
*LCHIP Authority Board of Directors meeting 03/10/03*
- #037 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, Part C 5 – New table added to reflect amount levels and terms of easements and agreements and language detailing stewardship agreements.  
*LCHIP Authority Board of Directors meeting 08/11/03*
- #038 – Section 2, Definitions – New definition added: “Stewardship Agreement - means an agreement required by the Authority for an historic rehabilitation project.”  
*LCHIP Authority Board of Directors meeting 08/11/03*
- #039 – Section 17, Public Trust, Public Access, and Other Required LCHIP Deed Language, Part B, 1 – The Executive Director shall not approve any request to limit public access on a property unless the Grantee demonstrates that such activities have become or would be inconsistent with the purposes for protecting the property and/or when public safety is or would be at risk. This Executive Limitation resulted in clarification changes only to the above cited section.  
*LCHIP Authority Board of Directors meeting 08/11/03*
- #040 – Section 5, Process Overview – Change to reflect the additional step of preliminary applications.  
*LCHIP Authority Board of Directors meeting 09/4/03*
- #041 – Section 13, Final Approval and Project Execution Including Disbursement of Funds – New section added: “**E. Guarantee Fee:** LCHIP will charge successful applicants a guarantee fee, which will be based on the amount of the grant award. A check payable to LCHIP will be required at the time of the grant award disbursement. This fee will not be deducted from the grant award. Amounts collected shall be deposited in the Program fund and will be used to pay the costs of administering the program.”  
*LCHIP Authority Board of Directors meeting 10/17/03*
- #042 – Section 16, Stewardship Management and Monitoring – New section added “Historic Rehabilitation Projects with Term Restrictions”.  
*LCHIP Authority Board of Directors meeting 10/17/03*
- #043 – Section 16, Stewardship Management and Monitoring – “term preservation easement” changed to “perpetual easement” with corresponding amount.  
*LCHIP Authority Board of Directors meeting 10/17/03*
- #044 – Revisions on entire document; revised Process Overview; grammatical and formatting changes; removed specific funding priorities; added endowment disbursement formula; updated entire document to reflect Program changes since 2004. Original copy on file in office.  
*LCHIP Authority Board of Directors meeting 09/28/08*
- #045 – Section 8, Matching Requirements, added new sections B-6 and D-5, “Applicants may use up to 5% of the requested grant amount for administrative costs associated with preparation of the application or other due diligence as cash or non-cash match.”  
*LCHIP Authority Board of Directors meeting 03/15/10*
- #046 – Section 16.E, Baseline Documentation moved to Section 18.E and clarified with slight change to wording of last sentence.  
*LCHIP Authority Board of Directors meeting 07/15/11*
- #047 – Section 18.A.3 & 4, appraisal completion and updates changed from no earlier than 3 months prior to closing and disbursement of funds to 12 months prior to closing and disbursement of funds with 3 months flexibility in either direction at LCHIP’s discretion.

*LCHIP Authority Board of Directors meeting 07/15/11*

- #048 – Section 18.E, Baseline Documentation moved from Section 16.E and clarified with slight change to wording of last sentence.  
*LCHIP Authority Board of Directors meeting 07/15/11*
- #049 – Appendix B, table of contents made optional.  
*LCHIP Authority Board of Directors meeting 07/15/11*
- #050 – Appendix D, point scoring system revised from 200 point to 100 point system.  
*LCHIP Authority Board of Directors meeting 07/15/11*
- #051 – [Update RSA 227-M:7](#)-a administrative fund to reflect change to RSA (Moose Plate money now comes to LCHIP from safety, not treasury)  
*Change to RSA effective July 4, 2016*
- #052 – [Add to Section 8.B](#), Cash Match Requirement and Guidance: 7. A one-time CASH payment to a stewardship fund established by the applicant for the resource asset. Delete from Section 8C Non-Cash Match and Guidance (g) A one-time payment to a stewardship endowment fund established by the applicant for the resource asset.” Based on LCHIP Board of Directors retreat on May 3, 2002 but never implemented  
*LCHIP Authority Board of Director’s meeting April 3, 2017*
- #053 – [Section 17.C.1](#), Public Trust, Public Access, and Other Required LCHIP Deed Language – Replaced requirement that fee-simple acquisitions completed with LCHIP assistance convey Executory interest to the State of New Hampshire with conveyance of conservation restrictions to State of New Hampshire.  
*LCHIP Authority Board of Director’s meeting January 14, 2019*
- #054 – [Section 17.C.1 \(d\)](#), Public Trust, Public Access, and Other Required LCHIP Deed Language – Removed LCHIP’s right to assume fee interest if violation occurs on property where LCHIP assisted with acquisition of fee simple.  
*LCHIP Authority Board of Director’s meeting January 14, 2019*
- #055 – Revisions made to entire document to reflect current application and project execution practices, and to clarify the three main types of projects LCHIP supports: Acquisition, Rehabilitation and/or Restoration, and Study. Updates the names of the kinds of legal agreement recipients may have with LCHIP. Additional pagination, numbering and lettering of sections and hyphenation changes were made.  
[Section 2](#), Insert definition of Grant Agreement and change Total Project Value to Total Project Cost and exclude non-eligible costs  
[Section 5](#), Project Overview section rewritten to reflect current practices, clarify requirements for each of the three types of projects and relocate project execution information.  
[Section 6.D](#), Clarifies workshop requirements  
[Section 6.H](#), Clarifies requirement to submit a completed Historic Structures report with any Rehabilitation and/or Restoration proposal with a Total Project Cost of over \$50,000.  
[Section 9](#), Content moved to other sections and left blank to minimize confusion from renumbering.  
[Section 13](#), Title change because Project Execution information was moved to Section 5.  
[Section 13A.2](#), Adds 3 weeks to time frame for review of completed Rehabilitation and/or Restoration and Study Projects  
[Section 14.A and 14.B](#), Clarifies that only Acquisition and Rehabilitation and/or Restoration projects are required to place LCHIP signs on the property.  
[Section 16.B-C](#), Reflects changes recommended by the Office of Attorney General. LCHIP no longer holds Executory Interests in Fee Simple acquisitions. Institutionalizes \$7500 as minimum CCE allocation.  
[Appendix C](#), Updates photography requirement for baseline documentation of Historic and Cultural projects to allow digital photo records.  
*LCHIP Authority Board of Director’s meeting January 25, 2021*
- #056 – [Section 2, Definitions](#), “Eligible Resource” updated to include wildlife corridors and habitat strongholds to align with the 2019 RSA 227-M:2 revision; updated “Eligible Applicant” and added definitions for “Qualified publicly-support nonprofit corporation” and “Publicly-owned” in order to apply the statutory definition of “eligible applicant” consistently.  
*LCHIP Authority Board of Director’s meeting March 22, 2021*
- #057 – [Section 16, Stewardship](#), Replaced the language in order to reflect current practice and to simplify, clarify and improve the method used to calculate allocations to and disbursements from the CCE.  
*LCHIP Authority Board of Director’s meeting March 22, 2021*

- #058 – [Section 17.C.3](#), Perpetual Preservation Easements (PPE) clarified regarding when a PPE is required, what type of organization it must be conveyed to, and that the State of New Hampshire is not obligated to hold an executory interest when the PPE is required because of the (cumulative) amount of the LCHIP grant(s).
- #059 Section 18 removed in its entirety and replaced with revised Section 18
- #060 Sections 19 & 20 added
- #61 Appendix A renamed “LCHIP Checklist for Environmental Site Review “