

**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 (CGP) effectuate the program. They provide the necessary detail for its fair implementation. Combined with the LCHIP statute, these CGP constitute the complete guidance document for all applicants seeking 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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**Contact Information**

NH Land and Community Heritage Investment Program  
3 North Spring Street, Suite 100  
Concord, NH 03301  
Tel. 603.224.4113  
E-mail: [info@lchip.org](mailto:info@lchip.org)  
Website: [www.LCHIP.org](http://www.LCHIP.org)

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## 1. PROGRAM PURPOSE

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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.” *(NH RSA 227-M:1)*

LCHIP will 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.” *(NH RSA 227-M:3)*

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

## 2. DEFINITIONS

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

“Administrative Expenses” – means expenses incurred that may or may not be directly linked to the LCHIP-funded project, and which include, but are not limited to fundraising or outreach expenses, overhead, mileage, printing, and postage.

“Application “or “Proposal” – means a request for funding submitted by an applicant to LCHIP.

“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.

“Baseline Documentation” or “Baseline Documentation Report” – means an organized collection of detailed information including photographs, surveys, resource inventories, etc., sufficient to depict the condition of a property and its attributes at the time of acquisition or following rehabilitation. Also known as current conditions or property conditions report.

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

“Building” – means a closed structure with a roof and walls designed or used for the housing, shelter, enclosure, or support of persons, animals, or property. A building is one type of structure.

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

“Current Conditions Report” – see “Baseline Documentation Report.”

“Easement Interests” – means conservation, agricultural, historic preservation, or scenic easements, development rights, or any other similar protective interest in real property held in perpetuity as defined in RSA 227-M:2. “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 Expense” – means any cost to which LCHIP grant funds may be applied, as defined in Section 4 herein.

“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, as defined by NH RSA 227-M.

“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” – means a future interest or estate 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.

“Feasibility studies” – means studies seeking to guide or inform decision-making regarding the adaptive reuse of property for new or expanded use.

“Fee or Fee Simple” – means holding title to real property. For the purposes herein, this may include property encumbered or to be encumbered by conservation or preservation restrictions.

“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” or “Award” – means a grant awarded by the LCHIP Board of Directors to be provided to the Applicant, subject to Applicant’s compliance with the Project Agreement, these CGP and NH RSA 227-M.

“Grant Agreement” or “Stewardship Agreement” – means a legally binding agreement between LCHIP and the Grant Recipient which is entered into upon completion of the funded Project, describes the ongoing legal

obligations of the grant and is recorded at the Registry of Deeds of the county in which the Resource is located.

“Historic Property, Resource, Building, or Structure” – means a site, building, or structure included in, or determined eligible for inclusion on, the National Register of Historic Places or New Hampshire’s State Register.

“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.

“Leverage” - means the percentage of total funding provided by sources other than LCHIP. The leverage for any project must be at least 50%, although higher leverage is encouraged.

“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 or acquire a fee or easement interest in 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.

“Plan” or “Study” – means a professional evaluation of an eligible resource that will inform the rehabilitation, preservation, or conservation of an eligible Resource.

“Planning Project” – means a project proposing to complete a study or plan for an eligible natural, cultural, or historical resource.

“Preservation Plan” means a report prepared by one or more historic preservation professionals that addresses the history and function of a structure over time; identifies and assesses the structures preservation needs and priorities, and provides prioritized recommendations for rehabilitation, preservation, or restoration following the appropriate Secretary of the Interior’s Standard for the Treatment of Historic Properties.

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

“Project Agreement” – means a legally binding agreement between LCHIP and a grant recipient entered into at the time a grant is awarded that describes applicable Program requirements, the funded Project, and conditions of the award, including the Grant Expiration Date.

“Property Conditions Report” – see Baseline Documentation Report

“Project” or “Scope of Work” means the work proposed to be accomplished with LCHIP financial assistance.

“Property”- means the land, building, or structure that is the subject of an LCHIP-funded Project or on which an LCHIP-funded resource is located.

“Proposal “or “Application” – means a request for funding submitted by an applicant to LCHIP.

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

“Public Water Supply Lands” – means land protecting water to be withdrawn by a public water system as defined by NH RSA 485:1-a, XV.

“Qualified Preservation Plan” means a Preservation Plan that has been written by one or more qualified consultants, is no more than ten years old, and speaks to the proposed scope of work.

“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/or NH Fish and Game Department.

“Rehabilitation Project” – means a project proposing to restore or rehabilitate an eligible building or structure.

“Resource” - means the land, building, or structure that is the subject of an LCHIP-funded project.

“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.

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

“Scope of Work” or “Project” means the work proposed to be accomplished with LCHIP financial assistance.

“Secretary of the Interior Standards” – means the federal guidelines put out by the Secretary of the Interior that outline treatment approaches to historic resource projects.

“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 or Grant Agreement” means a legally binding agreement between LCHIP and A Grant Recipient entered into upon completion of the funded Project, describes the ongoing legal obligations of the grant, and is recorded at the Registry of Deeds of the county in which the Resource is located.

“Structure” – means any type of man-made construction built from different interrelated parts with a fixed location on the ground. A building is a type of structure, but not all structures are buildings.

“Study” or “Plan” – means a professional evaluation of an eligible resource that will inform the rehabilitation, preservation, or conservation of an eligible Resource.

“Total Project Cost” – means the sum of all eligible expenses related to a Project, as further described herein.

“Viewshed” – means an area of land, water, or 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. BOARD OF DIRECTOR'S AUTHORITY

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#### A. LCHIP Board of Directors

Governance. The LCHIP authority is established by NH RSA 227-M:4 and is constituted a public instrumentality of the state. The authority is a nonprofit corporation organized under RSA 292 and has all the powers necessary and convenient to carry out and effectuate the purposes and provisions of NH RSA 227-M.

Membership. The LCHIP authority is governed by an 18-member Board of Directors comprising 12 voting members and 6 non-voting members as follows:

##### Voting Members

- Two members of the senate appointed by the senate president.
- Two members of the house of representatives appointed by the speaker of the house.
- Eight public members appointed by the governor and council to include:
  - Two members representing cultural and historic resource interests.
  - One representing natural resources interests.
  - One representing outdoor recreation interests.
  - One representing business or real estate interests.
  - One representing municipal interests.
  - One representing local planning interests.
  - One representing regional planning commissions.

##### Non-Voting Members

- Director of the office of planning and development, or designee.
- Director of the division of historical resources, dept. of natural and cultural resources, or designee.
- Director of the division of forests and lands, dept. of natural and cultural resources, or designee.
- Commissioner of the department of environmental services, or designee.
- Commissioner of the department of agriculture, markets, and food, or designee.
- Executive director of the department of fish and game, or designee.

Duties. The Board of Directors will, among other duties stipulated under RSA 227-M:5, adopt criteria and guidelines for the acquisition of resource assets, the rehabilitation of cultural and historical buildings and structures, and the stewardship and monitoring of resource assets on which Program funds are expended.

- B. Funding Priorities and Decision Making. The Board may, at its discretion, establish funding priorities and determine which projects will receive funding and to what extent, consistent with the Program goals, these Guidelines and NH RSA 227-M.

The Board reserves the right to consult with legal counsel, governmental agencies, nonprofit conservation, or preservation organizations, and/or other consultants or advisors at its discretion at any time, and to review all project elements proposed for funding in the context of the goals of the project, Program, these Criteria, Guidelines and Procedures and NH RSA 227-M.

- C. Waivers. The Board, in its discretion, may waive any provision of these Guidelines by an affirmative vote of nine voting members, unless otherwise specified herein. However, The Board will not grant any waiver

which, in its judgment, contravenes the purposes of RSA 227-M. The Board will have no authority to grant waivers of statutory or other legal requirements except that, as provided in RSA 227-M:8, VII, the board may either reduce the Minimum Match requirement or award a grant that exceeds 50% of the Total Project Cost for a particular project by an affirmative vote of 9 voting members.

Requests for such waivers may be submitted in writing to the Board of Directors for consideration at the next regularly scheduled meeting following receipt. The Board will issue a written response to any such request within 30 days of making its decision.

The Board reserves the right to deny any waiver request for any reason. Notice of denial will set forth the reasons for denial. There will 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.

D. Executive Director

Pursuant to NH RSA 227-M:6, the executive director is nominated by the Board of Directors and appointed by the Governor and Council. The executive director reports to the Board of Directors, oversees LCHIP staff and day-to-day operations; administers the affairs of the Program, and is directly responsible for executing all policies of the Board.

## 4. ELIGIBILITY REQUIREMENTS

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### A. Eligible Applicants

Applicant organizations or entities must be either a municipality or other political subdivision of the state of New Hampshire or 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.

### B. Eligible Resources

- 1) Eligible resources as defined by RSA 227-M are natural, cultural, or historical resources including, but not limited to:
  - 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
  - wetlands and associated uplands
- 2) Limitations on Resource Eligibility
  - a) For Rehabilitation Grants
    - (i) An historic building or structure proposed for rehabilitation must be publicly owned or owned by a qualified publicly supported nonprofit corporation.

Where the historic resource is owned by an eligible entity, but not the applicant, the following will be required at time of application

      - documentation of the applicant’s legal authority to uphold the obligations of the grant throughout the anticipated grant and stewardship terms, and
      - documentation of the property owner’s informed and willing participation in the application, project, and long-term stewardship.

Where the applicant is unable to provide such documentation for the entire term, the executive director will inform the applicant that the Board of Directors may place limitations on the award, including the grant term, appropriate to the circumstances.
    - (ii) An interior cultural feature proposed for rehabilitation must be an integral part of the evolution of the historic building or structure, 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 a project is limited to the rehabilitation of an interior cultural feature, the applicant must demonstrate that the historic building or structure in which the feature is located has been stabilized and does not require further rehabilitation. Furthermore, a Preservation Easement or Agreement will be required encumbering the entire building or structure, and not limited to the cultural feature itself.

b) For Acquisition Grants

(i) Historic and cultural lands 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.

C. Eligible Expenses

1) Acquisition Projects

- a) Acquisition Cost - Either the appraised value of the resource asset to be acquired or the purchase price of the resource asset to be acquired (up to but not exceeding the appraised value).
- b) Legal or ancillary work necessary to carry out acquisitions such as, but not limited to, surveys, appraisals, title work and insurance, environmental hazard assessments, attorney fees, etc.
- c) Resource inventories, planning, or professional services that can demonstrate linkage to the permanent protection of the Resource, including:
  - (i) in-house or contracted services for the purposes of LCHIP application development
  - (ii) environmental reviews.
  - (iii) archaeological reviews.
  - (iv) engineering studies.
  - (v) natural resource inventories and assessments.
  - (vi) Baseline Documentation or Property Conditions reports, or property management plans.
- d) Stewardship Contributions A one-time investment in a formal stewardship account established for the purpose of funding future easement monitoring and enforcement or legal defense activities.
- e) General administrative expenses, capped at 5% of the Grant.
- f) Contingencies of no more than 10% of the estimated project expenses may be included in the proposal budget but are not compensable expenses. In calculating the final payment, any unallocated contingency will be removed, and the final LCHIP installment adjusted accordingly.
- g) Ineligible Acquisition Expenses
  - (i) Land management expenses, including but not limited to maintenance, repairs, improvements, or taxes are ineligible.
  - (ii) Contributions to land management accounts or funds established for the purpose of funding future land management expenses such as maintenance, repairs, improvements, or taxes are ineligible.

2) Rehabilitation Projects

- a) Rehabilitation activities, including, but not limited to, specialized preservation services such as:
  - (i) repair of historic windows
  - (ii) carpentry work, such as replacement of rotten wood in kind
  - (iii) re-pointing historic masonry
  - (iv) repairs to historic plaster
  - (v) services of a preservation architect supervising the work
  - (vi) fees for an archaeologist if significant ground disturbance is part of the project
- b) Resource inventories, planning, or professional services that can demonstrate linkage to the rehabilitation of the resource, including:
  - (i) in-house or contracted services for the purposes of LCHIP application development
  - (ii) environmental reviews
  - (iii) archaeological reviews
  - (iv) engineering studies
  - (v) natural resource inventories and assessments
  - (vi) baseline documentation reports, cyclical maintenance plans or similar
- c) General Administrative expenses capped at 5% of the Grant.
- d) Contingencies of no more than 10% of the estimated project expenses may be included in the proposal budget but are not compensable expenses. In calculating the final payment, any unallocated contingency will be removed from the final project budget, and the final LCHIP installment adjusted accordingly.
- e) Ineligible Rehabilitation Expenses
  - (i) Routine maintenance and/or modernization expenses, which include but are not limited to mechanical, electrical, plumbing; heating, ventilation, air conditioning; fire suppression, life safety and accessibility improvements that do not require specialized preservation services are ineligible unless necessary to fulfill the recommendations of a Qualified Preservation Plan for the resource.
  - (ii) Expenses for furnishings, modern or historic, are ineligible.
  - (iii) For resources determined eligible as a component of an Historic District only and not individually listed or determined eligible for inclusion on, the National Register of Historic Places or New Hampshire's State Register, eligible expenses are limited to exterior rehabilitation only.

Where a determination of eligibility or listing is not available, the executive director may accept a Qualified Preservation Plan that contains substantially equivalent information to an individual Determination of Eligibility or state or national register nomination about the historic interior, including its history, development, significance, and character-defining features.
- f) Any Rehabilitation grant proposal with a Total Project Cost of \$50,000 or more must be accompanied by a completed Qualified Preservation Plan. A rehabilitation proposal with a Total Project Cost of \$50,000 or more may be accepted without an accompanying Qualified

Preservation Plan if, upon evaluation of the proposed scope of work, which shall be narrow and well defined, the executive director determines that a Qualified Preservation Plan is not necessary to fully inform evaluation of the resource, its historic values, and the proposed scope of work.

### 3) Planning Projects

- a) Resource inventories or planning that can demonstrate linkage to the permanent protection, or the rehabilitation of eligible resources, including but not limited to:
  - (i) historic structure reports or historic building assessments with preservation guidelines
  - (ii) condition assessments
  - (iii) engineering studies
  - (iv) archaeological reviews
  - (v) plans and drawings
  - (vi) architectural renderings
  - (vii) feasibility studies
  - (viii) environmental reviews, or
  - (ix) resource inventories
- b) General Administrative expenses, capped at 5% of the Grant.
- c) Contingencies of no more than 10% of the estimated project expenses may be included in the proposal budget but are not compensable expenses. In calculating the final payment, any unallocated contingency will be removed from the final project budget, and the final LCHIP installment adjusted accordingly.

### 4) Reimbursement of Pre-paid Expenses

LCHIP may fund proposals in which all or some expenditures have been or will be made prior to the Grant being awarded. Funding the reimbursement of pre-paid expenses is not considered a priority, and the Board may choose to remove such expenses from the calculation of Total Project Cost. Submission of a Proposal requesting reimbursement of pre-paid expenses will be at the sole risk of the applicant. All work for which reimbursement is sought is subject to LCHIP review and approval and is undertaken at the Applicant or Recipient's risk.

## 5. FINANCIAL REQUIREMENTS

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### A. Award Limits –

Pursuant to RSA 227-M:8 the LCHIP grant may not exceed 50% of the project’s Total Project Cost. In addition:

- 1) Awards for Acquisition or Rehabilitation projects must be between \$10,000 and \$500,000.
- 2) Awards for Preservation Plans must be between \$5,000 and \$25,000.

Awards for block grants are given at the discretion of the Board.

### B. Required Match

1) Minimum Match - is the amount of funding from sources other than LCHIP that must be contributed to “match” the LCHIP Grant and is equal to, but no greater than, the LCHIP grant. Minimum Match may comprise cash and non-cash sources, subject to the following limitations:

- a) Cash Match – pursuant to RSA 227-M:8 V., at least 50% of the Minimum Match must be contributed in the form of cash. Cash sources include municipal appropriations or other designated municipal funds, private donations, state and federal funds, grants from private foundations.
- b) Non-Cash Match – no more than 50% of the Minimum Match may be contributed from non-cash sources. Eligible sources of non-cash funding include donations of any eligible expense listed in Section 4. C. herein, or the donation of Match Property, in accordance with the following:
  - (i) The appraised market value of donated real property or interests in real property (“Match Property”) may be included in a project budget as a non-cash expense and offsetting non-cash funding. At the time of proposal, the applicant must demonstrate a direct and beneficial relationship between the Match and subject properties and provide an affidavit from the donor indicating the donor’s intent for the donation to be used as match to the subject property.
  - (ii) Permanent conservation of the Match Property for purposes consistent with RSA 227-M must be completed after applicant’s acceptance of the LCHIP grant award and before disbursement of LCHIP grant funds.
  - (iii) Applicants considering inclusion of a Match Property are strongly encouraged to consult with LCHIP staff to review program requirements, specifically the Minimum Match requirements described in this section.

*Note: LCHIP will not reimburse Recipients for the value of donated goods, services, or volunteer time.*

- 2) Supplemental Match - Any additional non-LCHIP funding contributed (cash or non-cash) beyond the Minimum Match amount is considered Supplemental Match. Supplemental Match is encouraged, but not required.
- 3) Leverage – Leverage describes the relationship between LCHIP and non-LCHIP funding and is a scoreable criteria as established in NH RSA 227-M. To calculate leverage, add the Minimum Match and Supplemental Match amounts, then divide that total by the TPC. The result, expressed as a percentage, is the leverage percentage. Leverage may not be less than 50% and leverage greater than

50% is encouraged.

C. Financial Standards

All budgets must demonstrate compliance with each of the following individual financial standards:

- 1) LCHIP funding may not exceed 50% of the Total Project Cost.
- 2) At least 50% of the Minimum Match must be from cash sources of funding.
- 3) Total funding equal to or greater than the Total Project Cost must be identified or secured.
- 4) Cash funding equal to or greater than cash expenses must be identified or secured.



## 6. GRANT / GRANTEE OBLIGATIONS

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Projects receiving financial assistance through the Program will be subject to the following obligations, as applicable to the funded project:

### A. Public Trust – Acquisition Projects Only

- 1) Pursuant to RSA 227-M:14, resource assets acquired through the use of the Trust Fund for the Program will be held in public trust and used and applied for the purposes of NH RSA 227-M. 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 RSA 227-M will 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.

### B. Public Access

- 1) Lands and interests in lands purchased with funds from this Program by any eligible applicant will be open in perpetuity for passive recreational purposes. Language to be used will approximate the intent of the following:

“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.” *(NH RSA 227-M:15 I)*

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.” *(NH RSA 227-M:15 II)*

- 2) Nonresidential buildings or structures will be made accessible to the public during regular operating hours. At other reasonable times, persons affiliated with educational organizations, professional architectural associations, and historical societies will be admitted to study the Resource.
- 3) “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 [NH RSA 227-M] 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.” *(NH RSA 227-M:15 III)*

### C. Recapture

Recipients will notify LCHIP of any proposed sale, transfer or conveyance of a resource asset and provide LCHIP the name(s), address, and phone number of any successors in title to the property promptly following any sale, transfer, or conveyance of any portion of same.

- 1) Acquisitions – “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 will be returned to the program trust fund by the property seller. This section will not apply to a sale

between eligible applicants.” (NH RSA 227-M:16)

- 2) Rehabilitation –If property is sold or otherwise conveyed to an ineligible applicant while under an agreement with LCHIP, the program trust fund's cash investment in the property will be returned to the program trust fund by the property seller.

If property is sold or otherwise conveyed to an eligible applicant while under an agreement with LCHIP, the property seller must assign and the buyer accept assignment of the agreement, or the program trust fund's cash investment in the property will be returned to the program trust fund by the property seller.

#### D. Required Conservation and Preservation Restrictions

As a condition of any Acquisition or Rehabilitation grant, certain restrictions must be placed on the benefitting property, and continuing obligations accepted by the Recipient and/or Property Owner.

##### 1) Acquisition Projects

- a) Pursuant to RSA 227-M:3, all deeds or other documents evidencing purchase of any fee interest or other easement interest in resources under this Program will be drawn and held in the name of the entity purchasing the interest through the use of Program funds.

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.

All easement interests and legal obligations that are attached in perpetuity to any property will be recorded in the deed.

##### 2) Acquisition of Conservation Land or Easements

In addition to the provisions of section 6. D. 1) a.) above:

- a) Conservation land acquired in fee must be permanently conserved in a manner acceptable to LCHIP. Options for permanent protection may include conveyance of conservation restrictions as described in NH RSA 477 45-47 to an eligible entity subject to a right of enforcement granted to LCHIP or a Grant Agreement.
- b) Conservation easements acquired must be consistent with NH RSA 477:45-47 and include a right of enforcement granted to LCHIP and an executory interest granted to the State of New Hampshire.
- c) The conservation restrictions or use limitations required for each project will be tailored to the resource and the resource asset acquired and will be consistent with the intent of the following, as applicable.
  - (i) The property will be used and maintained exclusively for uses permitted under RSA 227-M.
  - (ii) There will be no industrial or commercial activity, no physical improvements, structures, or improvements, nor any mining, soil disturbance, or alteration of topography except that are consistent with the intent of NH RSA 227-M and the legal obligations entered into as a result of the grant.

- (iii) Forest, agricultural and recreation management activities will be undertaken in a manner consistent with current best practices.

3) Acquisition of Historic Buildings or Structures or Perpetual Preservation Easements

In addition to the provisions of section 6. D. 2) above:

- a) Historic buildings and structures to be acquired in fee must be subject to perpetual preservation restrictions as described in NH RSA 477:45-47 held by an eligible entity with a right of enforcement granted to LCHIP, and a Grant Agreement. Perpetual Preservation Easements (PPE) conveyed as an obligation of a fee-simple acquisition will not be required to include conveyance of an executory interest to the State of New Hampshire. In rare and limited circumstances, a Preservation Grant Agreement between LCHIP and the Grant Recipient may be approved by a super-majority of the Board of Directors.
- b) Perpetual Preservation Easements acquired must be consistent with NH RSA 477:45-47 and include a right of enforcement granted to LCHIP and an executory interest granted to the State of New Hampshire.
- c) The preservation restrictions or use limitations required for each project will be tailored to the resource and the resource asset acquired but will be consistent with the intent of the following, as applicable.
  - (i) All significant historical features identified in the Current Conditions Report approved by LCHIP will be protected.
  - (ii) No use that might adversely impact the historical and architectural significance of the resource asset will be allowed.
  - (iii) The resource asset will be maintained to a level sufficient to protect the significant historical features identified in the Current Conditions Report approved by LCHIP.
  - (iv) Adequate property insurance will be carried to, at a minimum, secure the LCHIP investment.

4) Rehabilitation of historic buildings or structures

- a) Properties rehabilitated through the Program will be subject to a term Preservation Grant Agreement entered into between LCHIP, the Recipient, and the Property Owner as applicable.
- b) The term for the Agreement will be in accordance with the schedule below, however the Board of Directors may approve adjustments based on the specific nature of the property, the scope of work to be accomplished or other factors. Such adjustment will not be considered a waiver of these guidelines.

| <b>Grant Award</b>    | <b>Term</b> | <b>Grant Award</b>    | <b>Term</b> |
|-----------------------|-------------|-----------------------|-------------|
| \$ 50,000 and below   | 5 years     | \$200,001 - \$300,000 | 20 years    |
| \$ 50,001 – \$100,000 | 10 years    | \$300,001 - \$400,000 | 25 years    |
| \$100,001 – \$200,000 | 15 years    | \$400,001 - \$500,000 | 30 years    |

- 5) The term Preservation Grant Agreement will contain provisions as described in Section 6. D. 3) c).

E. Signage and Publicity

- 1) All Recipients of grant funding for Acquisition or Rehabilitation projects will be required to ensure a

sign, if provided by LCHIP, is installed on the property at a location acceptable to LCHIP.

- 2) Any materials Recipient produces or approves promoting or publicizing the property, including on-site kiosks, informational signs, guides, or brochures, will include the intent of the following statement: "This property (or use property name) protected with assistance from the Land and Community Heritage Investment Program".
- 3) LCHIP reserves the right to make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of property benefitting from an LCHIP financial assistance award, and distribute them to magazines, newsletters, or other publicly available publications, or use them to fulfill its charitable and educational purposes.

#### F. Work and Documentation Standards

- 1) Rehabilitation Work - All work undertaken as part of an LCHIP-funded project, including any funded work undertaken prior to receiving the grant, will be subject to LCHIP review and approval and must be completed in accordance with the Project Agreement and all Program requirements.

Work funded through a Rehabilitation Grant will be evaluated using the Secretary of the Interior's Standards for the Treatment of Historic Properties (the "Standards"). Conformance with the Standards will be determined based on the documentation submitted and other available information. The Standards will be applied in a reasonable manner, taking into consideration economic and technical feasibility.

Any work completed in a manner inconsistent with the Project Agreement or other Program requirements may result in a reduction or total withdrawal of the Grant. Work undertaken prior to LCHIP approval is done at the sole risk of the Applicant.

- 2) Required Documentation - All required documentation must comply with the Project Documentation Standards described in Appendices C, D, and E. Funded projects will be governed by the Project Documentation Standards in effect at the time of award. Should Project Documentation Standards be revised following a grant award, but prior to submission of project documentation, the more lenient of the standards will apply.

#### G. Grant Expirations and Extensions

Recipients are expected to complete their LCHIP-funded Acquisition and Planning projects within 18 months of award, and Rehabilitation projects within 24 months of award. The grant expiration date is established in the Project Agreement provided to Recipients upon award. If a project cannot be completed by the grant expiration date, the recipient may initiate a request for extension, or relinquish the award.

##### 1) Extensions

- a) Initial Extension Recipients may submit a written request to extend the grant expiration date by up to twelve months. The executive director, after consultation with the appropriate program specialist, will issue a letter of decision within thirty days of receipt.
- b) Second Extension Recipients unable to complete the project by the date of the administrative extension may submit a written request to the Board of Directors for a Board extension of up to

twelve months.

- c) Final Extension Recipients requiring a third extension may submit a written request to the Board of Directors for a final extension of up to six months.

Any request for extension must describe why the extension is needed and include an updated timeline showing how timely completion of the project will be achieved.

2) Consideration of Requests:

- a) Initial extension requests will be considered within two weeks of submission, and a letter of decision issued by the executive director no more than 30 days following request submission.
- b) Maximum Length of Extension: Total extensions granted may not exceed 30 months. Projects must be completed with 48 months (Acquisitions and Planning) or 54 months (Rehabilitation) of original grant award.
- c) Terms and Conditions The executive director or Board of Directors may attach reasonable terms and conditions to extensions granted. Any terms or conditions will be documented in the letter of decision. Recipients' noncompliance with such terms and conditions will constitute grounds for revocation of the extension.
- d) Automatic Extension During Consideration: Second and final extension requests will be considered at the next regularly scheduled Board meeting following submission. If a formal written request for a second or third extension has been submitted at least thirty days prior to the then-current grant expiration date, the grant expiration date will automatically be extended until thirty days following the next official meeting of the Board of Directors. A letter of decision will be issued no more than 30 days after that meeting.

- 3) Expired Grant Award: If a project is not successfully completed by the grant expiration date and no request for extension has been received, the executive director may either initiate the grant withdrawal process or issue an administrative extension if one has not previously been issued. Recipient will be notified of any such action within thirty days.

- 4) Waivers: Any waiver of this policy will not be considered a waiver of these CGP and may be made by an affirmative vote of a majority of the Board of Directors.

H. Stewardship

Stewardship is a critical component of the long-term protection of resource assets acquired 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 activities, including annual monitoring and inspections, will be carried out in a manner sufficient to reasonably determine that the property benefitting from the LCHIP grant is being maintained and used in accordance with the legal agreements in place and the purposes of NH RSA 227-M.

- 1) Beginning in the first calendar year following completion of any Acquisition or Rehabilitation program, and continuing through the term of the LCHIP Agreement, Recipient must ensure that an inspection of the property is completed annually, and a report submitted to LCHIP by the established deadline. Annual reporting must describe, at minimum,

- a) a property inspection undertaken within that calendar year sufficient to ensure the property is being maintained and used in accordance with the legal agreements in place and NH RSA 227-M,
- b) a description of the observed physical condition(s) and observed use(s) of and/or activities taking place on/in the property,
- c) a summary of communications with the property owner or other interested parties, including a description of any approvals sought or other stewardship matters raised or addressed, and
- d) any other information or documentation as may reasonably be requested.
- e) Recipients submitting satisfactory and timely annual reports may be eligible to receive a Stewardship Grants as described in herein.

## 7. GRANT MAKING PROCESS

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### A. Setting Grant Rounds

The Board of Directors may, at any time and at its sole discretion, authorize the executive director to conduct a grant round, making funds available to eligible applicants for the purposes established by RSA 227-M.

Upon such authorization, the executive director will broadly publicize the upcoming grant round and provide all pertinent information via the LCHIP e-newsletter and website and via a press release distributed to public media outlets.

Prior to the opening of any grant round LCHIP will hold one or more free public workshops to assist potential applicants in understanding the Program's purposes and requirements. Attendance at a workshop is not required, but is strongly encouraged, particularly for first-time applicants.

All materials will be submitted electronically unless otherwise approved by LCHIP.

### B. Letter of Intent (LOI)

Applicants submit an LOI form via LCHIP's online grant portal on or before the established deadline. The purpose of the LOI is to conduct a preliminary assessment of applicant, resource, and project eligibility. All applicants submitting an LOI demonstrating preliminary eligibility are invited to submit a full Proposal. Applicants submitting an LOI not demonstrating preliminary eligibility are given an opportunity to cure any deficiency, if possible, and resubmit the LOI prior to the LOI submission deadline.

An invitation to submit a full Proposal does not guarantee the full Proposal will meet all eligibility requirements, as additional or revised project details provided in the full Proposal may result in the in a determination of ineligibility.

### C. Proposal Submission

Complete Proposals (comprising an application form and additional documentation) must be submitted no later than the established deadline and in the manner and form prescribed by LCHIP. Submitted Proposals will be reviewed for compliance with Program requirements and Applicants will be notified of proposal status within two business days following the submission deadline.

Optional Eligibility Review: Proposals submitted at least ten business days prior to the deadline will be reviewed for compliance with eligibility criteria. Within five business days of submission applicants will be given notice of any identified deficiency and will be allowed to cure such deficiency prior to the proposal submission deadline, if possible.

### D. Proposal Evaluation and Funding Decisions

One or more Review Panels comprised of resource professionals will evaluate all accepted Proposals, taking into account the proposal scoring criteria listed in Appendix A. 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.

Following the evaluation period, the Review Panel(s) will meet to prepare funding recommendations to be provided to the Board of Directors.

The Board of Directors will hold a meeting to determine which proposals will receive funding, at what amount, and any conditions that may be placed on those awards.

All Applicants will be promptly notified of the Board's funding decisions. Applicants not receiving a Grant award will be provided an opportunity to meet with LCHIP staff to review the Proposal and funding decision.

#### E. Project Execution

- 1) Grant Acceptance / Project Agreement. Following notification of an Award, Recipients will be provided with a Project Agreement which defines the funded Scope of Work and expected project outcomes; establishes the grant expiration date and describes any additional obligations of the Grant award. Failure to return the properly executed Project Agreement by the established deadline may result in withdrawal of the Grant.

Any substantive change to the Project, including changes to the resource, scope of work, or budget will require an amendment to the Project Agreement. The executive director will have the right to renegotiate the terms of a project agreement that has not changed substantially from that approved by the Board of Directors and will respond to any such request within thirty days of receipt.

If, in the opinion of the executive director, a project has changed substantially from that approved by the Board, the Board may choose whether to renegotiate the Project Agreement and reauthorize the grant or withdraw the grant award.

Requests for amendment requiring Board consideration will be reviewed at the next regularly scheduled meeting, unless that meeting is scheduled for less than 28 calendar days of submission, in which case the request will be considered at the following regularly scheduled meeting.

#### 2) Acquisition Project Completion Process

- a) Legal Agreements - Recipients will work with LCHIP staff to develop the legal agreements necessary to effectuate the Grant and the conservation or preservation of the property. Recipients will be provided with guidance documents describing the LCHIP requirements and a Grant Agreement to be executed and recorded at the county Registry of Deeds in accordance with RSA 227-M:17.

- b) Release of Grant Funds - Recipients will notify LCHIP of the intent to close at least eight weeks prior to closing. Grant funds may be delivered to the closing agent for deposit in a client escrow/trust account prior to closing at that time. Grant funds so held may only be released from escrow upon the executive director's written authorization.

Grant funds may not be paid directly to the Recipient until LCHIP has approved all final project documentation and received all recorded legal agreements.

- c) Closing Documentation - LCHIP requires at least four weeks (28 calendar days) to review all closing documentation. A guidance document is provided to Recipients detailing the required documentation.

Following approval of the closing documentation the executive director will execute all required legal agreements, deliver them to the closing agent or Recipient, and authorize release of grant funds from escrow, if applicable.



Recipient must provide registry references (book and page) to LCHIP immediately following recordation of all required legal agreements. Digital copies of all recorded documents must be provided to LCHIP promptly, preferably on the date of record. Following receipt of recorded documents, any grant funds not placed in escrow will be provided to the Recipient.

- d) Annual Reporting - All Recipients are expected to provide LCHIP with an update, at least annually, on progress made in completing the funded project. Beginning in the first calendar year following project completion Recipients must ensure that an inspection of the property is completed annually, and a report submitted to LCHIP by the established deadline as described in Section 6.H.

### 3) Rehabilitation Project Completion Process

Recipients are strongly encouraged to familiarize themselves with the requirements of each stage in the rehabilitation project completion process, and to plan accordingly to ensure timely access to grant funds.

- a) Pre-Construction Approval, First Installment - Recipient will submit all required pre-construction documentation for review and approval at least 5 weeks prior to the anticipated start of work. A guidance document is provided to Recipients detailing the required documentation.

Following approval of the pre-construction documentation, the executive director will authorize work to begin, and approve the first installment payment as stipulated by the Project Agreement; typically, 50% of the Grant.

- b) Mid-Point Review, Second Installment - When the funded work is approximately 50% complete, Recipient will submit all required mid-point documentation. Following approval of the work completed and documentation, the executive director will approve the second installment payment as stipulated by the Project Agreement; typically, 30% of the Grant.

- c) Project Completion, Final Payment - Recipient will notify LCHIP when all funded work has been completed and submit the required final project documentation. No more than four weeks after submission the executive director will approve all final documentation and provide Recipient with a Stewardship or Grant Agreement to be executed and returned to LCHIP for recording in accordance with NH RSA 227-M:17. Upon receipt of the recorded Agreement, the executive director will authorize release of the final payment, typically 20% of the Grant, less recording expenses and any adjustment necessary to comply with LCHIP's financial requirements.

- d) Annual Reporting - All Recipients are expected to provide LCHIP with an update, at least annually, on progress made in completing the funded project. Beginning in the first calendar year following project completion and continuing through the term of the LCHIP Agreement, Recipients must ensure that an inspection of the property is completed annually, and a report submitted to LCHIP by the established deadline, as described in Section 6. H.

- e) Alternative arrangements may be approved by the executive director to accommodate very complex or simple projects. The project completion and fund disbursement arrangements for each project are fully described in the Project Agreement.

#### 4) Preservation Plan Project Completion Process

- a) Project Approval and First Installment - Prior to beginning plan development, Recipient will submit all required documentation for review and approval. Following review of the preliminary documentation, the executive director will authorize work to begin and approve the first payment as stipulated in the Project Agreement; typically, 50% of the Grant.
- b) Mid-Point Review - Recipient will submit a draft of the funded report to LCHIP for review and comment, which comments will be considered when creating the final report.
- c) Annual Reporting - All Recipients are expected to provide LCHIP with an update, at least annually, on progress made in completing the funded project.
- d) Project Completion - Recipient will submit a digital copy of the final report to LCHIP, along with required final project documentation. Following approval of the final report, the executive director will approve the final payment; typically, 50% of the Grant, less any adjustment necessary to comply with LCHIP's financial requirements.

## 8. COMMUNITY CONSERVATION ENDOWMENT FUND

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### A. Contributions

For every eligible resource protected through the Program a percentage of funds from the Program will be provided to the Community Conservation Endowment, (CCE) established under RSA 162-C:8. II in accordance with the following schedule, unless otherwise approved by the Board of Directors, which approval will not be considered a waiver of these Guidelines:

| <b>Perpetual Agreements</b>          | <b>Term Agreements</b>                        |
|--------------------------------------|---|
| Fee Acquisitions \$ 10,000           | \$2,500 per 5-year term, capped at \$25,000*. |
| Cons. Easement Acquisition \$ 5,000  |   |
| Pres. Easement Acquisition \$ 20,000 |   |

\* No additional contributions to the CCE will be required for any Resource under a Term Agreement for which \$25,000 or more is being held in the CCE.

### B. Expenditures

Funds added to the CCCE may be used only in accordance with RSA 227-M:12 II, subject to prior approval by the LCHIP Board of Directors and the Council on Resources and Development (CORD).

### C. Stewardship Grants

The Board of Directors may, on an annual basis, request the Council on Resources and Development (CORD) approve the release of funds from the CCE to be provided to eligible, qualifying organizations completing acceptable annual monitoring and stewardship reporting activities in the form of Stewardship Grants as described below.

- 1) Calculation - Each January the Board of Directors will establish a set award amount to be made available for each resource monitored based on the resource type (natural or historic), however the executive director may recommend, and the Board may approve adjustments to the amount available to an individual resource on a case-by-case basis where monitoring and inspection of the resource presents a unique and significant challenge. Upon approval by the Board of Directors of the award amounts and any adjustments thereto, and upon approval of the Council of Resources and Development, the executive director will award funds to eligible stewarding entities.
- 2) Eligibility – Any organization obligated to submit annual reporting for an LCHIP-funded resource will be eligible to receive the approved Stewardship Grant following timely submission of the required annual report, as determined by the executive director.

Stewarding entities who do not meet required annual reporting standards will be ineligible to receive a stewardship grant for that year, but failure to meet the requirement in one year will not affect eligibility in subsequent years.

General requirements for annual reporting are described in Section 8 herein. The executive director may amend or revise annual reporting requirements on a case-by-case basis; however, no such waiver may be inconsistent with the purposes and intent of the Program and any waiver must be documented in the project file.

## APPENDIX A

### PROPOSAL EVALUATION CRITERIA

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All Proposals will be evaluated using the following Criteria Scoring System below, which incorporates, but is not limited to, the required criteria established by NH RSA 227-M:9 (*shown in italics*). Additional criteria not listed may also be used in evaluating proposals. Point totals inform, but do not dictate funding decisions, which are at the sole discretion of the Board.

#### **Resource Value, Attributes & Significance - 35 possible points**

- *Uniqueness or significance of the resource*
- *Proximity to other protected resources*
- *Extent to which benefits can be conserved only through fee acquisition of the resource asset, weighed against acquisition of an easement interest*
- Degree to which project addresses existing priorities in the state

#### **Financial Need, Leverage - 15 possible points**

- *Extent of leverage (ability of state funds to attract other public and private funds in a cost-share arrangement)*
- *Strength of Private Support*
- Efforts applicant has made to obtain funding from other sources
- Cost relative to available funds and other projects in same round of applications
- Match amount and form

#### **Stewardship - 15 possible points**

- *Demonstrated ability and qualifying stewardship plan of eligible applicant to provide stewardship for the resource being protected*
- Capacity of applicant to provide stewardship

#### **Future Use / Activities - 10 possible points**

- Educational/interpretive plans for project

#### **Imminence of Threat - 10 possible points**

- *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*

#### **Capacity of Applicant - 5 possible points**

- Capacity of applicant to successfully manage the project

#### **Planning and Community Support - 5 possible points**

- *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*
- *Cooperation between or among communities*
- Local/regional planning participation
- Project partnerships

#### **Additional Information - 5 possible points**

- *Extent to which project meets multiple objectives of the program (natural, historic, and cultural)*
- Geographical distribution of projects within grant round
- Distribution among natural, cultural, and historic resources within grant round

## APPENDIX B

### PROJECT DOCUMENTATION STANDARDS - ACQUISITION GRANTS

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All project documentation will be submitted electronically and will be considered confidential to the extent permissible under NH RSA 91-A. In submitting required documentation, Recipients are encouraged to combine elements where appropriate to reduce duplication of information. For example, an environmental review, stewardship plan, title work, or survey may be incorporated into a Baseline Documentation or Property Conditions Report.

#### 1. Appraisal

An appraisal must be submitted for all resource assets to be acquired through the Program. Appraisals submitted to LCHIP must be completed:

- A. by an appraiser licensed in the State of New Hampshire with at least two years' experience with property or easement appraisals,
- B. no earlier than twelve months prior to the date the resource asset is acquired, and
- C. 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 an appraisal be completed no more than 9 months prior to the date the resource asset is acquired, or accept an appraisal completed up to 15 months prior to the date the resource asset is acquired.

#### 2. 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 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.

#### 3. Title Examination

A preliminary examination of title for all resource assets must be completed at least 30 days prior to acquisition and updated no more than 5 days prior to acquisition by an attorney licensed to practice law in the State of New Hampshire.

- A. 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.
- B. 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.

**4. Title Insurance**

- A. Title insurance must be secured for all acquisition projects.
- B. 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.

**5. Baseline Documentation or Property Conditions Report**

- A. 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 resource asset is acquired.
- B. Guidance documents describing the required Reports will be provided to Grantees by LCHIP.
- C. If, due to circumstances beyond the Grantee's control, the 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.

**6. 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.

**A. Phase I Environmental Site Assessment**

A Phase 1 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:

- 1) Acquisition of property in fee, or
- 2) 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
- 3) Acquisition of an Easement Interest in property with known commercial or industrial uses, current or historic.
- 4) In limited circumstances the executive director may accept an Environmental Site Review in lieu of a Phase 1 Environmental Assessment.

**B. Environmental Site Review**

- 1) For all other Acquisition projects either a Phase 1 Environmental Site Assessment or an Environmental Review must be submitted. An Environmental Review Guidance Document outlining the required components will be provided to Grantees.
- 2) 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.

## 7. Stewardship Plan

NH RSA 227-M requires that a Stewardship Plan be submitted for all acquisition projects. The Stewardship Documentation described below is intended to meet this requirement. Guidance Documents describing the required components will be provided to Grantees.

### A. Stewardship Documentation - Fee acquisitions

Either of the following submissions will meet this requirement:

- 1) A written plan addressing how property management and overall stewardship of the acquired property sufficient to guide future management activities and decisions over the long-term must be submitted. The 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.
- 2) Documentation of the Stewarding Entities formalized land management program, including an established property inspection program and written policies governing trespass or encroachment response.

### B. Stewardship Documentation - Easement acquisitions

- 1) Documentation of the Stewarding Entities easement stewardship 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.

## 8. Publicity

- A. A draft press release describing the project and acknowledging LCHIP's financial support must be submitted.
- B. In limited circumstances the executive director may accept evidence of past media coverage.
- C. A press release template will be made available to Grantees.

## 9. Geospatial Data

- A. A GIS shapefile package (polygon) and completed GRANIT tract data sheet must be submitted.
- B. A guidance document and tract data sheet will be provided to Grantees.

## 10. Final Project Budget

- A. A final project budget must be submitted to LCHIP demonstrating compliance with all financial requirements.
  - B. Contingencies and allowances must be removed from the budget as associated tasks are completed.
  - C. Financial support received from a private landowner must be listed on a separate line on the budget form and not included with other private support.
- A. A final project budget form will be provided to Grantees.

## APPENDIX C

### PROJECT DOCUMENTATION STANDARDS - REHABILITATION PROJECTS

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All project documentation will be submitted electronically and will be considered confidential to the extent permissible under NH RSA 91-A. In submitting required documentation, Recipients are encouraged to combine elements where appropriate to reduce duplication of information.

1. Scope of Work and/or Plans - A detailed scope of work must be submitted, describing all LCHIP-funded work identifying:
  - A. Description of proposed work, by task, and its impact on each historic feature identified,
  - B. List of contractors to be used on the project
  - C. Statement of the methods and means by which the contractors will do the work,
  - D. Full-size, annotated and/or to-scale architectural plans, *if requested by LCHIP*.
2. Project Budget
  - A. The project budget must be updated prior to each disbursement of funds, demonstrating continued compliance with all financial requirements, and attesting that necessary match funding has been secured.
  - B. Contingencies and allowances must be removed from the budget as associated tasks are completed.
  - C. Installments will be disbursed based on submitted budget updates.
  - D. A project budget worksheet and guidance document will be provided to Grantees.
3. Proof of Insurance
  - A. Certificates of Insurance must be submitted documenting liability coverage sufficient to protect the owner/steward during the construction process, and property insurance sufficient to repay the LCHIP grant in case of catastrophic loss, at a minimum.
  - B. In limited circumstances the executive director may waive, or permit adjustments to, required property insurance.
4. Stewardship Plan
  - A. The Stewardship Plan must address all the applicable aspects of stewardship as defined in this document, including maintenance to be undertaken during the term of the LCHIP Grant Agreement.
  - B. An acceptable Stewardship Plan will include a documents inventory, use guidelines, maintenance survey, and a Cyclical Maintenance Plan anticipating routine maintenance tasks and planned, non-routine improvements, together with associated expenses, during the term of the projected grant agreement.
  - C. A draft Stewardship Plan must be submitted as part of the pre-construction review, with the final Stewardship Plan required prior to final disbursement of grant funds.
  - D. A guidance document describing required Stewardship Plan components will be provided to Grantees.
5. Current Conditions Report ("CCR")
  - A. The completed CCR must provide a clear record of the physical condition and historic character of the Resource at the time of project completion and document the work accomplished by the LCHIP grant.
  - B. In limited circumstances, typically projects involving a very limited scope of work, the executive director may limit the required scope of the Report to the area impacted by the LCHIP-funded work.
  - C. Guidance documents describing the required components of the Reports will be provided to Grantees.
6. Press Release
  - A. A draft press release describing the project and acknowledging LCHIP's financial support must be submitted.
  - B. In limited circumstances the executive director may accept evidence of past media coverage.
  - C. A press release template will be made available to Grantees. The executive director will have the right to waive or amend Project Documentation Standards on a case-by-case basis for cause, however no such waiver may be inconsistent with the purposes and intent of the Program.



## APPENDIX D

### PROJECT DOCUMENTATION STANDARDS - PRESERVATION PLAN PROJECTS

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All project documentation submitted will be submitted electronically and will be considered confidential to the extent permissible under NH RSA 91-A. In submitting required documentation, Recipients are encouraged to combine elements where appropriate to reduce duplication of information. For example, an environmental review, stewardship plan, title work, or survey may be incorporated into a Baseline Documentation or Current Conditions Report.

#### 1. Scope of Work

- A. A detailed description of what will be included in the Preservation Plan, 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, must be submitted.

#### 2. Report

- A. A draft report meeting the requirements outlined in the approved scope of work must be submitted to LCHIP for review and comment. A clean, digital copy of the final report in PDF format must be provided to LCHIP. LCHIP must be given an opportunity to comment on a draft copy of the funded Preservation Plan, and a digital copy of the final report must be provided to LCHIP.

#### 3. Project Budget

- A. The project budget submitted with the grant application must be updated prior to each disbursement of funds, demonstrating continued compliance with all LCHIP financial requirements, and attesting that necessary match funding has been secured.
- B. Contingencies and allowances must be removed from the budget as associated work tasks are completed.
- C. Installments will be disbursed based on submitted budget updates.
- D. A project budget worksheet and guidance document will be provided to Grantees.