

LCHIP

Land & Community Heritage
Investment Program



GRANT ROUND 20 (2021) HISTORIC-RESOURCE PROJECT AGREEMENT

The NH Land and Community Heritage Investment Program ("LCHIP"), a public instrumentality of the State of New Hampshire, and the Town of Exeter (the "Recipient"), mutually agree to perform this Project Agreement ("Agreement"), as described herein, in accordance with NH RSA 227-M; the LCHIP *Criteria, Guidelines and Procedures (LCHIP Guidelines)*, as may be amended, and all other applicable laws.

Recipient: Town of Exeter
10 Front St, Exeter, NH 03833

Recipient Contact: Kristen Murphy, Natural Resource Planner

Project Name: Exeter, Wiggin-Raynes Barn 2

Project Type: Rehabilitation

Grant Award: up to \$100,000.00

Grant Expiration Date: December 31, 2023

PROJECT DESCRIPTION

The purpose of the project described herein is to protect and enhance the historic character and preservation values of the 1860 Wiggin-Raynes Barn (the "Resource") located at 61 Newfields Rd, Exeter, NH 03833, by undertaking the following work:

Exterior repairs, interior lower-level repairs, and interior main-level repairs.

GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

GRANT EXPIRATION

The Recipient must perform all obligations of this grant no later than the Grant Expiration Date above unless a request for extension has been approved in writing by LCHIP and an amendment to this Agreement executed.

USE OF FUNDS

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

LCHIP'S OBLIGATION OF FUNDS

Subject to the Recipient's compliance with this Agreement, LCHIP hereby obligates payment in support of the Project outlined herein from the LCHIP Trust Fund in an amount not to exceed \$100,000.00 to be delivered in accordance with the following schedule:

- 50% following approval by LCHIP and the NH Division of Historical Resources (NHDHR) of all required pre-

construction documentation

- 30% upon completion of 50% of approved work and a midpoint site visit by LCHIP staff
- The balance following receipt of all required closing documents including a recorded Stewardship Agreement

RIGHT TO MODIFY OR REVOKE

LCHIP reserves the right to discontinue, modify, revoke, withhold or require the refund of any grant funds provided under this Agreement if, at LCHIP's sole discretion, such action is necessary to comply with applicable laws or regulations, or if Recipient have not fully complied with the terms and conditions of this Agreement including completion of the Project by the Grant Expiration Date.

LCHIP'S LIMITED OBLIGATION AND TERMINATION CLAUSE

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

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

PUBLICITY

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


OBLIGATIONS OF GRANT RECIPIENT

As Recipient, the Town of Exeter hereby agrees:

1. to provide LCHIP with immediate written notification of any changes in its tax-exempt status or ability to expend grant funds for the purposes originally intended,
2. that the rights and obligations conveyed under this LCHIP grant may not be assigned or transferred without prior written approval from LCHIP,
3. that any material change to the Project described herein including an extension of the Grant Expiration Date shall require LCHIP approval and an amendment to this Agreement;
4. to provide interim reports upon request from LCHIP, describing progress in developing the Project, which may include timelines or financial reports, without unreasonable delay;
5. that no work may begin on the Project without LCHIP approval, and that LCHIP requires a minimum of five weeks to review and approve the pre-construction documentation, which review shall not begin until all required materials have been received by LCHIP and determined to be complete, and that LCHIP reserves the right to withhold or withdraw awarded funds if work begins on the Project prior to such approval;
6. that all work done must follow the Secretary of the Interior's Standards for the Treatment of Historic Properties, as amended (Title 36, Code of Federal Regulations, Part 68)
7. to comply with LCHIP's project completion requirements as outlined in the "Project Completion Process" documentation provided, attached hereto as Exhibit A and incorporated herein;
8. to enter into a Stewardship Agreement with LCHIP, which shall be recorded within thirty days of execution at the Registry of Deeds in the County in which the Property is located;
9. to return to LCHIP any funds herein provided due to any loss of historic character of the Resource, including nonconformance with the Secretary's Standards and/or noncompliance with NH RSA 227-M and/or the *LCHIP Guidelines*.

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

FOR THE LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM

By:  Date: 1/11/22

Paula S Bellemore
Print name:

Exec. Director
Print title:

FOR THE RECIPIENT

By:  Date: 1/5/22

Russell Dean
Print name:

Town Manager
Print title:

Exhibit A Project Completion Process

Grant payments for LCHIP Historic-Resource projects are made in three disbursements. Certain elements of the work must be completed before each payment is made. Once the work elements have been approved, it may take up to six weeks to process a request for disbursement.

1. First Disbursement Requirements (50% of grant award)

To receive the first grant payment, all eight of the following items must be submitted, reviewed, and approved by LCHIP (and the Division of Historical Resources, "DHR") before the work begins. LCHIP and our partner DHR require up to 45 days to conduct the review of plans and scope of work, once all materials are submitted and all questions are answered. Both LCHIP and the DHR make every effort to perform this review as quickly as possible. The scope of work may need to be modified in order to comply with the Secretary of the Interior's Standards.

- 1.1. Project Agreement: This is the contract between LCHIP and the Recipient. It explains, among other things, the scope of work and the rights and responsibilities of LCHIP and the recipient. The Project Agreement should be signed and returned to LCHIP.
- 1.2. Plans and/or Detailed Scope of Work: Prepare a detailed description of the proposed scope of work, using both text and photographs. Also include documents from contractors indicating how and with what materials the work will be done. Specifications or cut-sheets from manufacturers may be appropriate for proposed new materials. If there are new design elements, include architectural plans, too. If a formal bidding process took place, the Request for Proposals may be helpful. The more detail and description are provided, the easier and quicker the approval process will be. These materials are used to assess compliance with best practices in historic preservation. THESE MATERIALS MUST BE APPROVED BY LCHIP BEFORE BEGINNING THE WORK.
- 1.3. List of Contractors: List the names of the individuals or firms that will work on the project. If the contractors have not been identified yet, please indicate when that decision will be made.
- 1.4. Proof of Insurance: Adequate insurance – including liability coverage – is required.
- 1.5. Stewardship Plan: This explains how the Recipient will ensure that the property will be maintained in good condition over time. This plan will also be reviewed by the Division of Historical Resources. Refer to the definition of "Stewardship" in LCHIP's *Criteria, Guidelines and Procedures*. See also <http://www.lchip.org/documents/Stewardship%20Plan%20Guidance%20Document.pdf> for general information about stewardship plans, or contact the LCHIP office for sample documents from other projects.
- 1.6. Land Trust Alliance Standards: According to LCHIP's *Criteria, Guidelines and Procedures*, recipients must be willing to commit to and show evidence of adopting the appropriate components of the Land Trust Standards and Practices. General information about them and how they apply to Historic Resource projects can be found at <http://www.lchip.org/documents/LTA%20Standards%20for%20Historic%20Resource%20Applicants.pdf>
- 1.7. Proof of Match Funds: Matching funds must be secured before the first disbursement of funds. At least half of the match must be in cash. Depending on the source of funds, the proof of match may be bank statements, treasurer's reports, award letters for other grants, or statements from in-kind donors of the approximate value of their donation.
- 1.8. Estimated Timeline: This should include, at minimum, an estimate of when the work will be halfway completed, when the work will be done, and when all closing documentation will be completed and submitted to LCHIP. This will be used to schedule follow-up reminders and requests for documentation. We understand that this is an early estimate of the schedule and dates may change.

Projects are expected to be completed within 24 months of the grant award date. If the timeline extends beyond this period, please include an explanation of why it does.

2. Second Disbursement Requirements (30% of grant award)

To receive the second disbursement, complete and submit to LCHIP:

2.1. Draft Baseline Documentation Report: When all the work is complete, the Baseline Documentation Report (BDR) will document what was accomplished with the LCHIP grant and provide a clear record of the physical condition and historic character of the resource. The final report will be due when closing out the grant. At this stage, please submit a *draft*. Create an outline of the full BDR (consulting LCHIP's *Criteria, Guidelines and Procedures*), and complete, at minimum, the following sections:

- Location, address, and boundaries of the property (legal description),
- Brief statement of the significance of the property, and
- Description of the physical evolution of the property, noting major additions and alterations

2.2. Signage Request Form: If the resource does not already have a plaque acknowledging a previous LCHIP grant, this form provides information, so that we can order a permanent metal sign to display on the property, consistent with the prospective Stewardship Agreement.

2.3. 50% Complete Statement: Have the project manager/contractor/consultant send a message stating that the project is 50% complete.

2.4. Midpoint Site Visit: Contact LCHIP's historic-resources staff to arrange a site visit.

3. Final Disbursement Requirements (balance of grant award)

The final disbursement of is made when LCHIP is satisfied that all project requirements have been completed, including all six of the items below. LCHIP requires at least 5 weeks to review these final items before the final disbursement is made. Please time submittals accordingly.

3.1. Final Project Budget: This shows all project costs and sources of funding, together with invoices documenting significant expenses. This serves as final documentation of all matching sources, including cash and non-cash. Find a final budget worksheet at: <http://www.lchip.org/index.php/for-applicants/for-historic-resource-applicants>

3.2. Final Baseline Documentation Report: Expand the draft baseline documentation submitted at midpoint by adding:

- a description of the final condition of property based on visual inspection,
- a site plan from a tax map or survey,
- a sketch floor plan, and
- photographs.

Number the pictures, and insert corresponding numbered arrows on the site and floor plans, indicating the direction of each view. High-resolution digital photos embedded into a Word document are fine (no more than two images per page, please). Insert a caption with each image, indicating property name, date, photographer's name and description/location of where the photo was taken (for example, "Smith House, 12/12/18/John Doe, photographer/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
- Improved areas

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 the 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.

<http://www.lchip.org/documents/Baseline%20Documentation%20Form.pdf> provides instructions for completing the Baseline Documentation Report.

- 3.3. Final Site Visit: LCHIP staff will conduct a final site visit upon completion of the project.
- 3.4. Return "Project-in-the-Works" Sign: LCHIP provides temporary metal signs to some projects while they are underway to promote both the project and LCHIP. This sign must be returned to LCHIP before the project is considered complete. LCHIP reserves the right to withhold \$100 from the final grant payment or invoice the grantee \$100 if the sign is not returned.
- 3.5. Publicity: LCHIP requires the grant recipient to inform their state legislators when the project is completed. This can be accomplished by issuing a press release, sending individual e-mail messages, inviting them to an on-site event, etc.
- 3.6. Stewardship Agreement Recorded: A Stewardship Agreement between LCHIP and the grant recipients is required for every restoration or rehabilitation project. The Stewardship Agreement will be recorded with the property deed, and will include the stipulation that the resource can only be sold if the new owner agrees to sign a new Stewardship Agreement with LCHIP. Length of terms of agreement between LCHIP and grant recipient are linked to amount of grant received and may be adjusted to incorporate the expected lifetime of the restoration/rehabilitation project and size and scope of the activities for which LCHIP funds are utilized. LCHIP will provide the language for the Stewardship Agreement required for the project. The agreement must be signed by Recipient and LCHIP and must be recorded at County Registry of Deeds before the final disbursement can be made and the project is considered complete.

Questions? Please contact the LCHIP office at (603) 224-4113.