LCHIP
Land & Community Heritage Investment Program

GRANT ROUND 19 (2020)
PROJECT AGREEMENT

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

Recipient:	**Town of Jaffrey**
	10 Goodnow Street, Jaffrey, NH 03452
Contact:	**Robert Stephenson**
Project Name:	**Jaffrey Meetinghouse**
Project Type:	**Rehabilitation/Restoration**
Grant Award:	**up to $68,500.00**
Grant Expiration Date:	**December 31, 2022**

PROJECT DESCRIPTION
The purpose of the project described herein is to protect and enhance the historic character and preservation values of the 1775 Jaffrey Meetinghouse, located at 15 Laban Ainsworth Way, Jaffrey, Cheshire County, New Hampshire (the "Resource"), by undertaking the following work:

Tower exterior, clock faces, stairs & floors, gallery-level restoration, & painting (interior & exterior)

GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

GRANT EXPIRATION

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

USE OF FUNDS

Funds expended on behalf of LCHIP are done so with the understanding that the Property will be used and maintained exclusively for the uses permitted under NH RSA 227-M, kept available for public access and held in the public trust. No deviation in these uses to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of the 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 $68,500 to be delivered in the form of checks made payable to the Recipient in accordance with the following schedule:

- 50% following approval by LCHIP and the NH Division of Historical Resources (NHDHR) of Preliminary Due Diligence Materials
- 30% upon completion of 50% of approved work and a midpoint site visit by LCHIP staff
- 20% following receipt of all required closing documents and a recorded Stewardship Agreement

Upon completion of the Project, LCHIP will transfer additional funds from the LCHIP Trust Fund to the LCHIP Community Conservation Endowment fund in compliance with the *LCHIP Guidelines*.

RIGHT TO MODIFY OR REVOKE

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

LCHIP'S LIMITED OBLIGATION AND TERMINATION CLAUSE

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

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

PUBLICITY

Recipient shall insure that all publicity 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 Jaffrey, Town of hereby agrees:

1. to provide LCHIP with immediate written notification of any changes in its tax-exempt status or ability to expend grant funds for the purposes originally intended,
2. that the rights and obligations conveyed under LCHIP grants may not be assigned or transferred without prior written approval from LCHIP,
3. that any material change to the Project described herein including an extension of the Grant Expiration Date shall require LCHIP approval and an amendment to this Agreement;

4. to provide interim reports upon request from LCHIP, describing progress in developing the Project, which may include timelines or financial reports, without unreasonable delay;
5. that no work may begin on the Project without LCHIP approval, and that LCHIP requires a minimum of five weeks to approve the Preliminary Due Diligence materials, which review shall not begin until all required materials have been received by LCHIP, and that LCHIP reserves the right to withhold or withdraw awarded funds if work begins on the Project prior to such approval;
6. that 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 enter into a Stewardship Agreement with LCHIP, and to record the Stewardship Agreement at the County Registry of Deeds in which the Property is located within thirty days of execution;
8. 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 RECIPIENT

By: Jon R. Frederick

JON R. FREDERICK
Print name:

TOWN MANAGER
Print title:

Date: 11/2/2020

FOR THE STATE OF NEW HAMPSHIRE

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

Date: November 9, 2020