Funding Sources

Bureau Responsibilities

Why do we get involved?

Presenter:
Ashley Rebert, Section Chief, Land Conservation and Stewardship

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Presentation Purpose

• Provide background on BRC and enabling legislation used for the grant program

• Clarify BRC responsibilities related to the legislation and grant program

• Describe the conversion process

• Address any specific questions you have
Bureau of Recreation and Conservation

• 1995 - The Creation of DCNR
  – Bureau of Recreation and Conservation (formerly Department of Community Affairs, created in 1966)
  – Bureau of Forestry
  – Bureau of State Parks
  – Bureau of Topographic and Geologic Survey

• What we do: provide grants and technical assistance under the authority of the enabling legislation to communities and organizations across Pennsylvania for local recreation projects, trails and greenways, regional heritage parks, open space protection, river conservation and environmental education programs.
Responsibility

• DCNR must follow all laws, regulations and policies associated with the funding source(s) used for acquisition and/or development of recreation properties.

• Lands acquired and/or developed with DCNR grant funding must have uses that are:
  – Consistent with the mission and goals of the agency
  – Permitted by the enabling legislation from which funding was derived
  – Consistent with and not negatively impact the other intended uses for the property
Enabling Legislation/ Funding

Federal:
• **LWCF** (Land and Water Conservation Fund Act) - Federal funds to PA through the National Park Service - Act 1965, Public Law 88-578, Title 16

State:
• **P-70** (Project 70 Land Acquisition and Borrowing Act) - Act 1964-8
• **P-500** (Project 500 The Land and Water Conservation and Reclamation Act) - Act 1968-443
• **RIRA** (Recreational Improvement and Rehabilitation Act) - Act 1993-50
• **Key 93** (Keystone Recreation, Park and Conservation Fund Act) - Act 1993-50
• **ESF/GGI** (Environmental Stewardship and Watershed Protection Act) - Act 1999-68
• **GGII** (Growing Greener Bond Fund) - Act 2005-45

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Land and Water Conservation Fund Act of 1965, Public Law 88-578

- Specifically; Title 36, Chapter 1, Part 59
Controlling Documents

- Grant Manuals
  - Federal & State
- Grant Agreements
  - Federal & State
    - Federal “Strings Attached” document
    - Federal Assurances
    - Grant App Package
    - LWCF Project Agreement
Chapter 8 – F. Underground Utility Easements and Rights-of-Way Process Update

• “States are to consult with NPS for all proposals involving the installation of any type of underground infrastructure (from fiber optic lines to pipelines) under LWCF property.”

• “NPS will evaluate the proposals and develop new or revised policy addressing the overall issue.”

• Specific details for the submission is also provided in the update.
Section 6(f)(3) Boundary Map

- Every LWCF project receives a 6(f) Boundary Map.

- Defines property of federal interest/funding assistance.
  - Includes development and acquisition projects

- The “teeth” of the Act.
  - States that all properties “acquired or developed, either partially or wholly, with LWCF funds must be maintained as such in perpetuity”

- Strictly restricts conversion of use from outdoor recreation.

- Requires coordination of “activities/uses” w/ State Liaison Officer and ultimately NPS.
Project 70 “Land Acquisition and Borrowing Act,” Act 8 of 1964

No lands acquired with funds under this act shall be disposed of or used for purposes other than those prescribed in this act without approval of the General Assembly: Provided, That the owner of such lands, may issue permits, licenses or leases for exploration, development, storage and removal of oil, gas or other minerals, or for the installation and use of water, gas, electric, telephone,…consistent with the primary use of such lands for “recreation, conservation and historical purposes.”

Section 10. Property restrictions.
Recipients of grants or funds under this act shall not dispose of nor at any time convert property acquired pursuant to this act to other than the purposes approved in the project applications without the prior written approval of the head of the agency, as appropriate. Should disposition or conversion occur, the agency may;

(1) Require the recipient to refund all grant funds for the particular project, including 10% annual interest compounded four times annually from the date the original grant was received until the grant is repaid.

(2) Require acquisition by the recipient of equivalent replacement land, as determined by the agency.

(A) Prohibition. Recipients of grants under this chapter may not dispose of or convert property or equipment acquired with a grant for purposes other than the purposes approved in the project application without the prior written approval of the agency awarding the grant.

(B) Remedy.- If a violation of subsection (A) occurs, the agency may:

1. Require the recipient to refund all grants related to the project, including 10% annual interest, compounded four times annually, from the date the original grant was received until the grant is repaid.

2. Require acquisition by the recipient of equivalent replacement property, as determined by the agency.

3. Take possession of the property or equipment funded by the agency.
Grant Agreement

Department of Conservation and Natural Resources (DCNR)
Community Conservation Partnerships Program (C2P2)

Grant Terms and Conditions
(Will become grant agreement between DCNR and grantee)

For applicants that are awarded grants, the terms and conditions below (Articles I through XXVII and Appendices A through G) will become the provisions in the grant agreement to be entered into between DCNR and you. Because the grant agreement is a contract, we encourage you to have your counsel or solicitor review the provisions below before you submit the grant application. The “Grant Agreement Signature Page,” which is included in the application package, will become the grantee’s signature page for the grant agreement.

*DEPARTMENT* in the terms and conditions below means the Department of Conservation and Natural Resources acting on behalf of the Commonwealth of Pennsylvania. *DEPARTMENT* includes the Commonwealth. *GRANTEE* means a grant applicant that has been awarded a grant.

**ARTICLE I**
**GRANT AMOUNT; PROJECT ACTIVITIES**

Subject to the availability of funds, the DEPARTMENT makes available to the GRANTEE a grant in the amount stated in Appendix A, which is attached hereto and incorporated herein, or such portion of that amount as may be required by the GRANTEE and authorized by the DEPARTMENT. The GRANTEE shall use the grant money and the match, if any, specified in Appendix A to carry out the project activities.

“Project activities” for purposes of this GRANT AGREEMENT mean activities that have been authorized by the DEPARTMENT and (1) the GRANTEE’s grant application as approved by the DEPARTMENT and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by the DEPARTMENT in accordance with this GRANT AGREEMENT. The GRANTEE’s grant application, the original of which is in the possession of the DEPARTMENT and a copy of which is in the possession of the GRANTEE, is incorporated herein.

**ARTICLE II**
**EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD**

This GRANT AGREEMENT is not binding on the DEPARTMENT until it has been properly executed by all required signatures for the COMMONWEALTH. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE’s risk. Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of the DEPARTMENT. Approval of these costs by the DEPARTMENT must be in writing. If an audit is required, and the cost of the audit is incurred after the GRANT AGREEMENT period, the cost

**ARTICLE XXI**
**OWNERSHIP AND CONTROL; NON-CONVERSION OF USE**

Ownership and control. Ownership, control, or interest in the site shall not be transferred from or by the GRANTEE without prior written approval of the DEPARTMENT. If the DEPARTMENT attaches conditions to its approval, they shall be complied with by the GRANTEE.

Non-conversion. The site shall not be converted to any use or purpose other than for project activities as defined in Article I (grant amount; project activities) without prior written approval of the DEPARTMENT. If the project activities under this GRANT AGREEMENT include the development of a plan for the site, the site shall not be converted to any uses or purposes that are inconsistent with the authorizing legislation under which the DEPARTMENT awarded this grant.

Real property. For any real property or interest in real property acquired pursuant to this GRANT AGREEMENT or donated as a match for the grant, the instrument of conveyance, such as the deed, easement agreement, or declaration of taking, shall include the language specified in Appendix A and be promptly recorded in the recorder of deeds office of the applicable county or counties.

Definition of “site”: The term “site” means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Continuing responsibility. The GRANTEE’s responsibilities under this article with respect to the site continue beyond the grant agreement period.

Remedy. If a provision of this article is violated, the GRANTEE shall do one or both of the following as may be determined and required by the DEPARTMENT: (1) repay to the DEPARTMENT the amount paid under this GRANT AGREEMENT plus 10% annual interest compounded four times annually from the date(s) the grant payment(s) were received until repayment is complete; and (2) replace the disposed or converted property with other property that is determined by the DEPARTMENT to be equivalent to the original property.

**ARTICLE XXII**
**REMEDIES**

For violations by the GRANTEE of any provisions of this GRANT AGREEMENT other than those in Article XXI (ownership and control; non-conversion of use), the GRANTEE shall do the following as directed by the DEPARTMENT: (1) take corrective action at the sole expense of the GRANTEE, or (2) refund money paid by the DEPARTMENT under this GRANT AGREEMENT. The money to be refunded shall not include any funds for which the DEPARTMENT determines the GRANTEE is eligible under this GRANT AGREEMENT.

The exercise of any remedy specified in this GRANT AGREEMENT does not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity. No delay, discontinuance, failure, or abandonment by the DEPARTMENT in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall prejudice or otherwise affect any of the DEPARTMENT’S rights or powers of enforcement. The rights and powers of the DEPARTMENT are cumulative and concurrent.
DCNR Deed Restriction

This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is [name of grant program and authorizing legislation*] ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.
**Conversions – what are they?**

- A conversion is the change of ownership or change of use of a property funded as development or acquisition by DCNR.

- Conversions may include disposition of the property, accommodating “other uses” on a piece of property including but not limited to energy development, road expansion, bridge replacement, municipal buildings, hotels, commercial development, telecommunication towers, resource extraction, etc.
Review of Legal Documents
When and why do we request these?

To ensure that the surface of a park property is not impacted and that public recreation access is not impeded, BRC often requests to review leases, easement, right of way documents, any third party agreement that is associated with a park the Commonwealth has invested in.

- Evaluate no negative impacts to the park surface
- Evaluate public access is not restricted
- Work with the community to lessen impacts where possible

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Example: Canoe Creek Intersection
Conversion Process

- Conversion brought to our attention: concerned citizen, grantee, our staff, media, state agency, company
- Research funding source(s): part of Canoe Creek State Park received LWCF funds & Project 70 funds
- Review design: PennDOT adjusted design to avoid taking right of way or permanently impacting areas that received these funds. Placed only a temporary construction easement on these lands.
- Make an analysis: Non-conversion determination, land was not being taken out of State Park control
- Share determination with NPS for final approval
Questions?

Contact Information:
Ashley Rebert
arebert@pa.gov
(717) 772-3322