



**COUNTY OF LEHIGH
GREEN FUTURE FUND**

**GUIDELINES
&
TOOLBOX**

**County of Lehigh
Green Future Fund
Guidelines**

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PROGRAM BACKGROUND

In May 2002 Lehigh County voters approved by a 2-to-1-margin borrowing \$30M to be used over 10 years to preserve open space and farmland, and to improve parks and recreational facilities. The funding for these projects is collectively known as the Green Future Fund (GFF). Program participants are Lehigh County and its municipalities. The implementation date for the program was January 2004. The current program will end December 31, 2013 unless additional funding is appropriated.

Lehigh County has three existing programs to implement the GFF:

- 1) Farmland Preservation – The purchase of agricultural conservation easements (also known as the purchase of development rights) through the Lehigh County Agricultural Land Preservation Board. Lehigh County has protected 248 County farms covering more than of 20,594 acres with perpetual agricultural conservation easements.
- 2) Parks 2005 – Open space preservation grants to townships. Since 1989 over 730 acres of parks and open space have been preserved.
- 3) Recreation Reinvestment – Park improvement grants to cities and boroughs. Since 1999 the program has helped municipalities with recreation needs but little or no land available for acquisition with \$720,000 toward projects totaling \$4.39M.

The Program funding goal is \$30M over 10 years. This sum equates to \$15M over 5 years or \$3M per year. The funds are allocated as follows:

Program	Term	10 Years	5 Years	1 Year
	Sum	\$ 30,000,000	\$15,000,000	\$ 3,000,000
Farmland Preservation	1/3	\$ 10,000,000	\$ 5,000,000	\$ 1,000,000
Open Space Acquisition	1/3	\$ 10,000,000	\$ 5,000,000	\$ 1,000,000
County		\$ 2,000,000	\$ 1,000,000	\$ 200,000
Township/Boroughs		\$ 8,000,000	\$ 4,000,000	\$ 800,000
Recreation Reinvestment	1/3	\$ 10,000,000	\$ 5,000,000	\$ 1,000,000
County		\$ 2,000,000	\$ 1,000,000	\$ 200,000
Cities/Boroughs/1st Class Townships		\$ 8,000,000	\$ 4,000,000	\$ 800,000

Each municipality receives a non-competitive population-based target allocation for project-by-project drawdown grants as shown below:

Municipal Grants					
<u>Cities/Boroughs</u>	2000 Census Population	Share	10 years	5 years	1 year
	Targets (rounded)				
Alburtis	2,117	1.29%	103,000	52,000	10,000
Allentown	106,632	65.12%	5,210,000	2,605,000	521,000
Bethlehem (West)	19,029	11.62%	930,000	465,000	93,000
Catasauqua	6,588	4.02%	322,000	161,000	32,000
Coopersburg	2,582	1.58%	126,000	63,000	13,000
Coplay	3,387	2.07%	166,000	83,000	17,000
Emmaus	11,313	6.91%	553,000	276,000	55,000
Fountain Hill	4,614	2.82%	226,000	113,000	23,000
Macungie	3,039	1.86%	149,000	74,000	15,000
Slatington	4,434	2.71%	217,000	108,000	22,000
<i>Total</i>	163,735				
Municipal Grants					
<u>Townships</u>	2000 Census Population	Share	10 years	5 years	1 year
	Targets (rounded)				
Hanover	1,913	1.29%	100,000	52,000	10,000
Heidelberg	3,279	2.21%	177,000	88,000	18,000
Lower Macungie	19,220	12.94%	1,035,000	518,000	104,000
Lower Milford	3,617	2.44%	195,000	98,000	20,000
Lowhill	1,869	1.36%	109,000	54,000	11,000
Lynn	3,849	2.59%	207,000	104,000	21,000
North Whitehall	14,731	9.92%	794,000	397,000	79,000
Salisbury	13,498	9.09%	727,000	364,000	73,000
South Whitehall	18,028	12.14%	971,000	486,000	97,000

Upper Macungie	13,895	9.36%	749,000	374,000	75,000
Upper Milford	6,889	4.64%	371,000	186,000	37,000
Upper Saucon	11,939	8.04%	643,000	322,000	64,000
Washington	6,588	4.44%	355,000	178,000	36,000
Weisenberg	4,144	2.79%	223,000	112,000	22,000
Whitehall	24,896	16.76%	1,341,000	670,000	134,000
		100%	7,997,000	4,003,000	801,000
<i>Total</i>	148,355				

City/Borough Totals	163,735	100%	8,002,000	4,000,000	801,000
Township Totals	148,355	100%	7,997,000	4,003,000	801,000

312,090

Share determined by 2000 census population as a % of urban and suburban/rural areas, rounded.

1-to-1 local match required, except as reduced through incentives (minimum municipal cash = 25% of project).

GRANT EXECUTION STEPS

1. To ensure eligibility:
 - a) Adopt a park/recreation plan. Park plans must be revised every 10 years.
 - b) Provide evidence that the municipal zoning is consistent with municipal comprehensive plan.
 - c) Provide evidence that the municipal zoning is consistent with county comprehensive plan.
 - d) Assemble matching funds.
 - e) Submit a project proposal.
2. Read the Green Future Fund Implementation Program (Exhibit "A").
3. Fill out the Request for Challenge Grant Application and Worksheet.
4. Submit the completed project proposal (application and worksheet) to:

Director of Community & Economic Development
Green Future Fund Program
Lehigh County Government Center
17 S. 7th St.
Allentown, PA 18101-2401
5. Receive and execute a grant agreement to be approved by Ordinance of the Lehigh County Board of Commissioners.
6. Begin the project.
7. Provide at least 60 days advance notice of intention to submit an invoice.
8. Complete the project.
9. Within two years of Lehigh County execution of the grant agreement, submit an invoice for reimbursement for capital expenses along with proof of performance:
 - a) Agreement of Sale or Architect / Engineer's certificate of substantial completion.
 - b) Statement showing capital expenses and local cash match.
 - c) Recorded Declaration of Covenants, Conditions and Restrictions.
10. Receive grant check.

Lehigh County Contact Information:

Director of Community & Economic Development
610.782.3614
cindyfeinberg@lehighcounty.org
Lehigh County website: www.lehighcounty.org

Bob Stiffler, Director of Parks
610.871.028
robertstiffler@lehighcounty.org

Request for Challenge Grant

APPLICATION

Municipality/Region

Lead Municipality
Signature

Contact Person (Print)

Provide a listing of each participating municipality, including contact persons, addresses and phone numbers below. If there is not enough space, please attach another sheet with the additional information.

Municipality		Municipality	
Contact Person		Contact Person	
Title		Title	
Address		Address	
Phone	Fax:	Phone:	Fax:
E-mail		E-mail	

PROJECT DESCRIPTION – (Please attach the completed worksheet from the CD)

Project Name

Location

Parcel Identification Number(s) (PIN) and Acreages for Project Parcel(s):

- 1) _____ 2) _____
- 3) _____ 4) _____

**LEHIGH COUNTY GREEN FUTURE FUND
Request for Challenge Grant**

WORKSHEET

ELIGIBILITY REQUIREMENTS:

1. Zoning ordinance consistent with the municipal comprehensive plan.
2. Municipal comprehensive plan consistent with the County Comprehensive Plan.
3. Municipality must have an adopted park/recreation plan less than 10 years old which was adopted after public involvement.

Please enter information in yellow boxes only. White boxes will fill automatically.

1 MUNICIPAL TARGET ALLOCATION

Municipality	2000 Census	% of Total Population	Target Allocation

2 PROJECT

Project Name
 Total Project Cost (acquisition, title, survey, engineering, contracted improvements, equipment)

3 COUNTY REIMBURSEMENT

Base Amount (50% of Total Project Cost) 0.0% -

Incentives:

Enter Yes or No for each item. Each "Yes" answer awards a bonus equal to 2.5% of the Total Project Cost.

- a. Acquisition identified on County/Municipal Official Map.
- b. Acquisition complements existing facilities.
- c. Acquisition greater than 20 acres.
- d. Master Site Plan prepared w/commitment to improvements w/in 5 years.
- e. Two or more municipalities investing & partnering on a single-site project.
- f. Site listed on Natural Areas Inventory
- g. Non-tax sources greater than 10% of project cost.
- h. Facility project ideally suited to site.
- i. Evidence of implementation of municipal park/recreation plan.
- j. Evidence of municipal maintenance investment & commitment.

	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-
	0.0%	-

Total Incentives

Total County Reimbursement (maximum is 75% of Total Project Cost):
Base Amount + Total Incentives 0.0% -

4 PROJECT FUNDING SUMMARY

County Reimbursement (amount entered may be less than Section 3 Total) 0.0% -

Local Match (minimum 25% of Total Project Cost required):

State or federal grant(s)

0.0%

Private grant(s)

0.0%

Credit -- Multi-municipal park planning costs, **see Note below**

0.0% -

Municipal Funding

0.0%

Total Project Cost (should equal Section 2, Total Project Cost) 0.0% -

5 MUNICIPALITY TARGET ALLOCATION BALANCE

Target Allocation minus Total County Reimbursement and Multi-Municipal Planning Credit

County Resolution No. 2007 – 46 - Green Future Fund

As amended December 2007.

1. The program goals are:
 - 1.1. To expedite the distribution of funds and project execution and minimize administration.
 - 1.2. To support the recommendations of *Lehigh County Parks 2005*, an April 1997 report by the Lehigh Valley Planning Commission.
 - 1.3. To support the County Comprehensive Plan.
 - 1.4. To leverage other funds.
 - 1.5. To encourage park planning, multi-municipal and private partnerships.
 - 1.6. To help municipalities make progress toward National Recreation and Park Administration guidelines, which recommend communities have 6.25 acres of local/close-to-home park space and 15 acres of regional parks per 1,000 residents.
 - 1.7. To improve public parks, both County owned and municipally owned.
2. The Program participants are the County and its municipalities.
3. The Program funding goal is \$30,000,000 over 10 years as endorsed by the voters in May 2002. This sum equates to \$15,000,000 over 5 years or \$3,000,000 per year. The funds are allocated as follows:
 - 3.1. 1/3 for the purchase of agricultural conservation easements.
 - 3.2. 1/3 for the preservation of parks and open space.
 - 3.2.1. 80% of the above by townships.
 - 3.2.2. 20% by the County.
 - 3.3. 1/3 for park improvements.
 - 3.3.1. 80% of the above by cities and boroughs.
 - 3.3.2. 20% by the County.
4. Each municipality receives a non-competitive population-based target allocation for project-by-project draw down grants.
5. To be eligible to receive grant funds a municipality must have all of the following:
 - 5.1. An adopted park/recreation plan.
 - 5.2. Zoning ordinance consistent with its comprehensive plan.
 - 5.3. Comprehensive plan consistent with the County comprehensive plan.
6. Municipal grant distribution is as follows:
 - 6.1. Grants are awarded for real property purchases and the creation or improvement of physical assets that preserve open space or increase recreation opportunities.
 - 6.2. Grants are awarded for prospective projects and funds will be paid as reimbursements.
7. Eligible municipal projects are as follows:

- 7.1. For all – acquire property in fee simple or through perpetual easement, each with deed restrictions or covenants ensuring recreational use and public access.
- 7.2. For cities/boroughs – acquire and/or develop or improve a recreational amenity (such as fields or trails) on municipally owned or controlled property with deed restrictions or covenants ensuring recreational use and public access.
- 7.3. Townships of the 1st class that meet or exceed NRPA guidelines and have no unprotected properties in the Natural Areas Inventory may develop or improve a recreational amenity using \$1 in GFF grants for every \$3 of municipal funds spent on acquisitions in the previous 24 months.
- 7.4. Townships of the 2nd class may utilize up to 30% of a GFF grant for a specific project for property improvements under the following conditions:
 - a. The improvements must be located on new land being purchased as a GFF Project for parks or open space, and have been identified in the initial GFF application to the County.
 - b. Funds for improvements will be paid as reimbursements upon completion of the project.
- 7.5. Non-purchase, non-construction soft costs (ex., engineering, title, staff time) are counted toward the project total.
8. A 1-to-1 local match is required for municipal grants except as reduced through incentives.
 - 8.1. Non-governmental, state or federal funds may be applied as part of the local match.
 - 8.2. Third-party engineering, survey, title or appraisal costs may be credited to reduce the local match.
 - 8.3. Municipal funds spent on multi-municipal recreation plans may be credited to reduce the local match for 24 months following plan adoption.
9. A municipal grant may equal 50% of the appraised value of the property to be preserved or 50% of the capital cost of the improvement, except as increased through incentives.
 - 9.1. Minimum grant to be awarded for a project is \$10,000.
 - 9.2. Maximum grant to be awarded for a project is the requesting municipality's target.
10. To encourage intergovernmental cooperation and quality planning municipalities may qualify for a greater than 50% project grant by doing the following (each is worth 2.5% up to a maximum 75% project grant).
 - 10.1. Acquire property identified on the County or Municipal Official Map for recreation.
 - 10.2. Acquire property that complements existing facilities.
 - 10.3. Acquire property that exceeds 20 acres.
 - 10.4. Acquire property and provide a Master Site Plan and a commitment to improve the property within 5 years.
 - 10.5. Acquire property or improve a single site in partnership with another municipality.
 - 10.6. Acquire property listed on the Natural Areas Inventory.
 - 10.7. Apply non-tax sources exceeding 10% of project cost.
 - 10.8. Develop a facility ideally suited to the site.
 - 10.9. Provide evidence of implementation of a municipal park/recreation plan.
 - 10.10. Provide evidence of municipal maintenance investment and commitment.

11. Municipalities may have 12 months to submit proposals and a further 24 months to complete and invoice. Funds remaining after 12- and 24-month periods may be reallocated.
12. The annual budget process and/or debt issuance issue determines the amount of funds available.
13. Funds are distributed through the annual budget process, property acquisition ordinances, and intergovernmental agreements by ordinance.

SAMPLE GRANT AGREEMENT

WHEREAS, the County of Lehigh has established a Green Future Fund Program under Resolution 2007 - 06; and

WHEREAS, the Municipality (herein called "Grantee") is undertaking a \$ _____ open space preservation (or capital improvement) project at _____; and

WHEREAS, Grantee has requested \$ _____ in County funds toward the project; and

WHEREAS, Grantee will invest at least \$ _____, of which at least one-half shall be municipal funds; and

WHEREAS, Grantee shall preserve and maintain the property as a park and make the project open to all County residents.

NOW, THEREFORE, it is agreed as follows:

1. The foregoing recitals are incorporated herein by reference and shall form a part of this Agreement. Grantee shall undertake the open space preservation (or capital improvement) project described on the attached Exhibit "A."
2. Grantee shall use County funds to augment rather than supplant local funds previously budgeted for the project.
3. Upon receipt of a consulting engineer's certificate of substantial completion (or a fully executed agreement of sale and deed of dedication), County shall pay Grantee \$ _____, provided that the certificate (or agreement/deed) is received within two (2) years of the execution of the grant agreement. However, payment hereunder by the County is contingent upon the availability of appropriated County funds from which payment can be made.
4. Grantee shall make the project open to all County residents and shall execute and record the Declaration of Covenants, Conditions and Restrictions (attached as Exhibit "B").
5. Grantee shall execute the project in conformity with all applicable Federal, State and Local laws.
6. Grantee shall include the following statement in all published material and announcements relating to the project: "This project is supported by a grant from the County of Lehigh."
7. Notices, communications and details concerning this contract shall be directed to the following contract representatives:

Director of Community & Economic Development
County of Lehigh
Government Center
17 South Seventh Street
Allentown, PA 18101-2400
Phone: (610) 782-3001 FAX: (610) 820-3615

GRANTEE:

Title _____
Municipality _____
Address _____
Municipality _____, PA Zip _____
Phone - - - - -
FAX - - - - -

8. GENERAL CONDITIONS

A. "Independent Contractors"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Grantee is an independent grantee.

B. Hold Harmless

The Grantee shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever which arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers' Compensation

The Grantee and its contractors shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

D. Insurance & Bonding

The Grantee's contractors shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage and, at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

E. Amendments

The County or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County's governing body. Such amendments shall not invalidate its Agreement, nor relieve or released the County or Grantee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Grantee.

F. Suspension and Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof of at least 30 days before the effective date of such termination. Partial terminations may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the County, become the property of the County, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Grantee materially fails to comply with the terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the Grantee ineligible for any further participation in the Grantee's contracts, in addition to other remedies provided by law. In the event there is probable cause to believe the Grantee is in non-compliance with any applicable rules or regulations, the County may hold up to fifteen (15%) percent of said contract funds until such time as the Grantee is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

G. Administrative Requirements

1. Documentation and Record Keeping

a. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expandable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later.

b. Property Records

The Grantee shall maintain real property inventory records, which clearly identify any properties purchased, improved or sold.

c. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the County, county agency, their designees or the Federal Government, at any time during normal business hours, as often as the County or county agency deems necessary, to audit, examine, and make excerpts or transcripts of relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

The Grantee hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning grantee audits.

2. Access to Records

The Grantee shall furnish and cause each of its own grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, or its agent, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Assignability

The Grantee shall not assign or transfer any interest in this contract without prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Grantee from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

4. Undue Influence

Grantee agrees not to hire County personnel who may exercise or who have exercised discretion in the awarding, administration or continuance of this Agreement for up to and including one year following termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this Agreement.

5. Taxes

a. Grantee certifies, as a condition precedent to the execution of this Agreement, and as an inducement for County to execute the same, that it is not "delinquent" on any taxes owed to the County. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

b. Grantee further agrees, as a specific condition of this Agreement, that it shall remain current on all of the taxes it owes to County. Should Grantee become delinquent on any taxes it owes to County during the term of this Agreement, Grantee may be deemed to be in breach of this Agreement by County and, in addition to any other remedies at law for such breach, Grantee hereby specifically agrees and authorizes County to apply funds when due Grantee directly to the taxes owed to Grantee until said taxes are paid in full.

c. In the event Grantee becomes delinquent, it hereby authorizes County to make direct payments to the taxing authority in order to bring Grantee's county taxes current.

6. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, we have, after having read this agreement and with the intent to be legally bound hereby, caused it to be executed on the date set forth with our signatures.

DATE

COUNTY OF LEHIGH

By: _____

Grantee

By: _____

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 20__, by

MUNICIPALITY NAME

situate in Lehigh County, Pennsylvania (hereinafter referred to as Municipality).

BACKGROUND

Municipality, by Deed dated _____ and recorded in the Office of the Recorder of Deeds for Lehigh County in Deed Book _____ at page _____, acquired a certain parcel of land from _____ (seller), containing _____ Acres, approximately, located _____ (property address) in _____ (municipality), Lehigh County, Pennsylvania, and being Parcel Number _____, being more particularly described in Exhibit "A" attached hereto and made a part hereof (the Property).

By Resolution 2004 – No. ____ adopted on February __, 2004, the Commissioners of Lehigh County adopted the Lehigh County Green Future Fund Program (the Program).

Pursuant to the Program, Municipality has applied for and has received a Green Future Fund Grant (the Grant) in the amount of \$_____ and has used the proceeds from said the Grant for the acquisition or improvement of the Property.

As a condition of the Program, any grantee which obtains such a grant and utilizes the funds for the acquisition or improvement of real estate agrees that a covenant restricting the real estate for open space purposes shall be recorded at its cost as a restriction running with the land, and that a restrictive covenant shall be placed in the deed to the real estate.

In consideration of the Grant, Municipality desires to execute this Declaration of Covenants, Conditions and Restrictions declaring that the Property shall be maintained as open space in accordance with the Lehigh County Green Future Fund Program. Further, Municipality desires that this Declaration shall be recorded at its cost as a covenant running with the land, and shall otherwise be legally binding upon the Municipality.

NOW THEREFORE, intending to be legally bound hereby, Municipality hereby declares that the Property shall be utilized and maintained for Open Space purposes in accordance with the Lehigh County Green Future Fund Program, subject to limitation and further restrictions of use more particularly described below in Article I. No change of use, transfer of ownership, or sale of the Property shall occur without the written consent of the County of Lehigh. This restriction shall have the effect of a covenant running with the land, and shall otherwise be binding upon the Municipality, and shall be enforceable only by the County of Lehigh (the County).

ARTICLE I - RESTRICTIONS

The use of the Property shall be restricted to open space. Any specific restrictions on the use of the Property are, among others, as follows:

1. Any new agreements, study results, title reports or other information that the Municipality receives relative to this property, including any side agreements entered into by the Municipality, shall be fully disclosed to the County.
2. The Municipality shall manage and develop the open space property in an environmentally sensitive manner by minimizing the application of potentially harmful herbicides and pesticides and by preserving and enhancing native vegetation on site.
3. A sign shall be placed on the property after purchase indicating the source of grant funds for land acquisition and the public use status of the land.
4. The Property may be utilized for public recreation uses. Structures which relate to public recreation and park uses may be constructed. Buildings or accessory structures which relate to municipal or public works purposes may not be constructed.
5. The Property shall be open to public use.

ARTICLE II - ENFORCEMENT

1. The County of Lehigh shall have the exclusive right and power to enforce this covenant and restriction, by any proceedings at law or in equity, against the Municipality or any person or persons violating or attempting to violate any provision of this Declaration of Covenants, Conditions and Restrictions; to restrain violation; to require specific performance and/or to recover damages.
2. Without limiting Municipality's liability therefore, the County, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. The County's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Declaration, and Municipality agrees that the County's remedies at law for any violation of the terms of this Declaration are inadequate and that the County shall be entitled to the injunctive relief described in this Article, both prohibitive and mandatory in addition to such other relief to which the County may be entitled including specific performance of the terms of this Declaration, without necessity or proving either actual damages or the inadequacy of otherwise available legal remedies. The County's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
3. Any costs incurred by the County in enforcing the terms of this Declaration against Municipality, including, without limitation, costs of suit and attorney's fees, and any cost of restoration necessitated by Municipality's violation of the terms of this Declaration shall be borne by Municipality.
4. The failure by the County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE III - MISCELLANEOUS

1. The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity, unless the County of Lehigh gives written permission to a change of use, transfer of ownership, or sale of the Property.

2. This Declaration shall be recorded in the Office of the Recorder of Deeds in and for the County of Lehigh, Pennsylvania.

IN WITNESS WHEREOF, Municipality has caused this Declaration to be executed the day and year first above written.

MUNICIPALITY

By: _____

ATTEST:

FREQUENTLY ASKED QUESTIONS

1. How can non-profits and recreation associations get involved?
By providing technical assistance and guidance to the County and municipalities, by bringing additional financial resources, by partnering with the County and municipalities to do projects.
2. How can the County help a municipality get started?
By providing technical assistance (samples, best practices, funding sources).
3. What grant sources are available to complement GFF and matching funds?
DCNR, DEP, Transportation Enhancements, foundations (see grants database at www.lehighcounty.org).
4. Are recreation centers eligible?
Would be a “recreational amenity” for city or borough... need business plan and operating commitment. All other requirements apply.
5. How can a municipality assure recreation assets not in public ownership remain available?
Seek a conservation easement or right of 1st refusal.
6. What does *Parks 2005* recommend?
Acquiring large properties (70+ acres) bordering streams, close to population concentrations (current or projected), suitable for a variety of recreation activities, containing special environmental, cultural or historic features.
7. What if a municipality doesn't want GFF dollars?
There is no obligation to use GFF.
8. What if a township already has enough open space?
Improvement grants may be considered *if*, after public input, a municipality's adopted park/rec plan concludes there is no current or projected need for additional open space or parkland.
9. How can a municipality stretch its resources?
By partnering with neighboring municipalities, recreation associations or nonprofits; by seeking state, federal or foundation grants; by combining projects (acquiring a utility easement and creating a trail).
10. How can municipalities partner?
By combining their resources to preserve property, to develop a recreational amenity, and to maintain recreational assets.
11. Are there requirements for a municipal adopted park/recreation plan?
Yes. No more than 10 years old and adopted after public involvement (see Mini Plan minimum requirements).

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| 12. Does a municipality need a consultant to produce its Park & Recreation Plan? | Not necessarily. Professional staff or volunteers (Recreation Commission members) can do much of the data collection and obtain public input. |
| 13. Who determines if a municipality's comprehensive plan and zoning ordinance are consistent with each other? | The Lehigh Valley Planning Commission (LVPC) typically makes such a finding in its reviews. |
| 14. Who determines if a municipality's zoning ordinance is consistent with the County Comprehensive Plan? | LVPC typically makes such a finding in its reviews. |
| 15. Can a township pay more than appraised value? | Determined by governing body, but GFF grant calculations, including incentives, are based on appraised value (less if bargain sale). |
| 16. When are conservation easements appropriate? | When the objective is to preserve open space but not improve property. |
| 17. How can a municipality access more than one-year's target amount? | Request access to a multi-year target through the proposal and intergovernmental agreement process – dollars remain subject to the annual budget process. |
| 18. Is there any allowance for prior expenses? | No, but municipalities may request a waiver of retroactivity (similar to state process). |
| 19. Is GFF available in advance or may there be partial payments? | GFF is payable after all documents are complete and the property has been acquired or the improvement completed. |
| 20. Can improvement projects be phased? | Yes, so long as each phase has independent utility. |
| 21. What are non-governmental funds? | Dollars from foundations, associations, nonprofits, or private businesses or individuals. |
| 22. What is an Official Map and how does it work? | A plan adopted by a municipality or county that depicts future public facilities, such as parks. It does not obligate a public entity to acquire property but it does afford certain financial and timing advantages (see LVPC report). |
| 23. What is a Master Site Plan? | A document detailing improvements to be made to a property, including anticipated costs and implementation order. |
| 24. How does a municipality commit to make improvements? | Through a Master Site Plan, Capital Improvement Program, annual budget and/or bond issue. |

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| 25. What is the Natural Areas Inventory? | A report published by LVPC detailing environmentally significant features to be preserved. |
| 26. What are non-tax sources? | Dollars from foundations, associations, nonprofits, or private businesses or individuals. |
| 27. What constitutes evidence a municipality has implemented its park/recreation plan? | Land acquired, parks developed or improvements made following recommendations contained in the park/rec plan. |
| 28. What constitutes evidence a municipality has maintained its recreation facilities? | An inventory of recreational assets indicating high quality or multiple years of financial reinvestment in facilities. |
| 29. What happens to a municipal target after 12 months without a project proposal or 24 months without completing a project? | The County will make every effort to encourage and facilitate project development and execution, after which funds may be made available for other GFF uses. |
| 30. What assurance is there that GFF will be available beyond the current budget year? | Grant dollars are subject to the County annual budget. The need for additional funds will be driven in part by municipal interest and project execution. |
| 31. What information is needed to submit a project proposal? | See GFF Grant Application & Grant Worksheet |