



Delco GREEN WAYS GRANT PROGRAM

This Program's objective is to advance the County's goals of CONSERVING green spaces, CONNECTING the County by creating safe ways to bicycle and walk from place to place, and ENHANCING public parks for people of all ages, interests, and abilities — thereby fashioning a more unified countywide system.

2023 Round 4



USERS' GUIDE



DELCO GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT ROUND 4 - 2023

USERS' GUIDE

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1. Guidelines 2023



DELCO GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT ROUND 4 - 2023

Guidelines

This Program's objective is to advance the County's goals of CONSERVING green spaces, CONNECTING the County by creating safe ways to bicycle and walk from place to place, and ENHANCING public parks for people of all ages, interests, and abilities — thereby fashioning a more unified countywide system. These goals, and others, are detailed in Delaware County's [Delaware County 2035: Open Space, Recreation, and Greenway Plan](#).

The Program includes four (4) broad funding categories:

- CONSERVE open space and natural features
- ENHANCE their environmental and recreational uses
- CONNECT communities, cultural/historic resources, and natural features
- PLANNING & DESIGN future amenities in a prioritized, strategic fashion

GRANT ROUND4 HIGHLIGHTS

- Match is not required, but submissions including a match (either cash or in-kind services) receive a scoring bonus
- Projects in areas identified by regional or state agencies as "potentially disadvantaged" or as "Environmental Justice Areas" receive a scoring bonus
- CONSERVE projects for conservation easements require significant public benefit but do not require public access
- ENHANCE projects have a 15% allowance of the total project cost for planning and design expenses
- CONNECT projects for trail design & engineering have a \$250,000 cap, unless they are part of the Primary Trail Network.
- Applications include standard grant agreements that awardees must sign before the distribution of award money
- Electronic signatures are now accepted for application submissions and payment requests.



WHO IS ELIGIBLE TO APPLY FOR GREEN WAYS GRANTS?

- Municipalities in Delaware County
- Multiple municipalities in Delaware County working in partnership on a project
- Private non-profit organizations with IRS (501(c)(3) status and in operation for at least three years who have formed a partnership with a municipality for the project as evident in a municipal resolution.

WHAT TYPES OF PROJECTS AND GRANT AMOUNTS DOES DELCO GREEN WAYS FUND?

Conserve Projects

The County may contribute up to \$500,000 for the protection of undeveloped land in perpetuity. Eligible projects may include fee simple acquisition, conservation or trail easements on private land, or similar conservation methods pre-approved in writing by the Planning Director or designee.

Enhance Projects

The County may contribute up to \$250,000 for capital improvements to park and/or recreational facilities. Eligible projects may include improvements to existing park facilities and regreening efforts (e.g., street tree plantings, green stormwater infrastructure, etc.).

Connect Projects

The County may contribute up to \$500,000 for the development of multi-use trails included on the countywide Primary Trail Network (PTN), as shown on the Map in Section 2. The County will also consider funding up to \$250,000 for other, single- or multi-use trails that are not part of the PTN. Eligible projects include the final design and construction of multi-use trail segments within the PTN or the final design and construction of local single or multi-use trails. Please review this portion of [Delaware County 2035: Open Space, Recreation, and Greenway Plan \(page 3-1\)](#) for further details on the PTN and [this section \(page 4-3\)](#) for more details on functional types of trails.



Planning & Design Projects

The County is committed to providing funds for planning future projects grounded in a strategic goal setting process. Applicants are encouraged to submit grant applications for full-scope Comprehensive Parks, Recreation, and Open Space Plans or Municipal Trail Network Plans. The County may contribute up to \$100,000 for these project types.

Other types of plans and studies eligible under this category include, for example: trail feasibility studies, park master plans, and recreational needs assessments. Eligible expenses may include conceptual design, preliminary engineering and permitting, and title searches and appraisals.

Mini Parks, Recreation, & Open Space (PROS) Plans

Mini Parks, Recreation, & Open Space (PROS) Plan grants are offered again for those communities who did not receive an award in previous rounds. Eligible communities are listed at the end of this subsection. Mini-PROS grants are for municipalities with a population under 8,000, or with an area of 1.5 square miles or less. **The awards are non-competitive** — the County fully funds a Mini-PROS Plan for up to \$50,000.

The Mini-PROS Plans focus on local open space and conservation strategies that further the County's [Delaware County 2035: Open Space, Recreation and Greenway Plan](#) goals. These include identification of important trail connections, park acquisition targets, and park development and maintenance plans.

The scope of a Mini-PROS plan emphasizes open space conservation, park development and maintenance, and trails. Mini-PROS plans do not address staff organization and management, recreational programming, and other municipal operational elements that comprehensive Park, Open Space and Recreation Plans evaluate.



Mini-PROS Eligible Municipalities

Brookhaven Borough
Collingdale Borough
Darby Borough
East Lansdowne Borough
Glenolden Borough
Lansdowne Borough
Sharon Hill Borough
Trainer Borough
Upland Borough
Yeadon Borough

Multi-Municipal and Public-Non-Profit Grant Applications

Multi-municipal applications and municipal/non-profit partnership applications are encouraged and may be submitted **in addition to** the program limit of two (2) grant applications per municipality. For example, a municipality may apply for a multi-municipal trail feasibility study, **in addition to** individual applications for a Comprehensive Park Plan and funding to purchase open space.



WHAT IS THE GRANT ROUND 4 SCHEDULE?

- **July 2023.** Delaware County Council announces opening of Grant Round 4.
- **July 31 - September 29, 2023.** Open Application Period.
 - Detailed application materials are available on the County website.
 - Municipalities and non-profit organizations in partnership with a municipality may submit their applications.
- **September 7, 2023.** 6:00 – 7:00 P.M. Questions and Answer Session on Zoom. To register visit this link: [Green Ways Grant Program Information Session #1](#).
- **September 12, 2023.** 2:00 – 3:00 P.M. Question & Answer Session on Zoom. To register, visit the [Green Ways Grant Program Information Session #2](#).
- **September 29, 2023, by 5 PM.** Deadline for submitting grant application.
- **October 2023.** Delaware County Green Ways Team evaluates and ranks applications.
- **Late Fall 2023.** Delaware County Council reviews Green Ways Team's recommendations. Determines and announces Round 4's grant awards.
- **Post Awards.** Delaware County Planning Department assists grantees with grant finalization, agreements, and technical support for moving forward.
- **January – May 2024.** Grantees may pursue DCNR & DCED funding using County grant as match.

COMPETING FOR GREEN WAYS GRANT FUNDS

We encourage all municipalities and municipal-nonprofit partnerships within Delaware County to apply with eligible projects meeting the standards listed in the Criteria Section of this Users' Guide. A municipality may submit up to two (2) applications, provided at least one of the submissions is for a Planning & Design Grant. All submissions should focus on the Project Evaluation Criteria for CONSERVE, ENHANCE, CONNECT, and PLANNING & DESIGN grant applications when discussing their project.



GREEN WAYS PROGRAM ADMINISTRATION

General Process

1. We suggest you draft responses in a Word document first and then copy and paste that text into the [Online Grant Application Form](#), which will be available July 31, 2023 – September 29, 2023. Please keep responses at or under the specified character limits, which are detailed in Sections 5 and 6 of the Users' Guide.
2. County staff will review all applications for completeness, eligibility, project readiness and for their strength in supporting County and municipal planning goals.
3. Round 4 applications include standard grant agreements for each project type. County staff will insert the dates, dollar amounts, and other descriptive information into the contract following the announcement of award determinations. Awardee must sign all necessary agreements prior to distributing grant funds.
4. Incomplete applications will not be considered. The online application requires all necessary information to be provided before submission to Delaware County. This safeguard ensures application completeness.

Note: We understand some municipalities may be unable to provide some required attachments to the application by the application due date, for example, a Municipal Resolution. If there is a need to wait for a Municipal Officials' Meeting to obtain any required documents, the applicant should upload a Word Document explaining the situation and submit the missing information as soon as it is available.

5. The number of grant awards depends on the amount and strength of applications submitted and the funds available in the current grant round.
6. If the County considers awarding a project less than what was requested, the applicant will be notified and given the opportunity to discuss the implications of a reduced award. A decision to proceed requires agreement that the application will still produce a viable, useful project and proceed in a timely manner.
7. County Council determines grant awards. All funding awards will be made official via County Council Resolution.



8. Post award, the County will execute final Grant Agreements with awardees only after all required supporting documentation has been submitted.
9. Municipalities shall submit and receive written approval by from the Planning Director or designee of; 1) a PLANNING & DESIGN project's scope of work or RFPs for consultant services, when required, and 2) the municipality's recommended consultant. The scope of work/RFP and final consultant recommendations shall be deemed approved if the municipality does not receive a written response from the Planning Director, or designee within thirty (30) days of receipt.
10. For CONNECT AND ENHANCE Projects, the municipality may request up to 50% of the grant award up front and must create a separate bank account to hold the funds. Upon submission of invoices of work covering the first disbursement the municipality may request payment of the next 40% of the grant award. The final 10% of the grant award will be held until the project is complete, as defined in the Program Guidelines. Final disbursement requires approval by the Delaware County Planning Director or designee.
11. For PLANNING and DESIGN Projects, once the scope of work/RFP and consultant selection process is complete, the municipality may request up to 50% of the grant award. The municipality must create a separate bank account to hold the award funds. Upon submission of invoices of work covering the first disbursement the municipality may request payment of the next 40% of the grant award. The final 10% of the grant award will be held until the project is complete, as defined in the Program Guidelines. Final disbursement requires approval by the Planning Director or designee.!
12. The Grant award is based on estimates stated in the Application. Actual grant funds disbursed may be adjusted based on actual eligible costs shown on receipts. The actual amount disbursed may be less but will **not** be more than the amount of the announced awarded Grant.



13. For CONSERVE projects, grant award payments of up to 90% of the grant amount may be requested upon completion of all Green Ways Program contractual documents. The final 10% may be requested after the submission and Green Ways Program written approval of an executed agreement of sale, preliminary title report, unexecuted deed and draft closing sheet.
14. If after one (1) year of executing the grant agreement the project has not commenced (i.e., began invoicing for grant award payments), the County reserves the right to renegotiate the award amount, project scope, or to rescind the award entirely.

For assistance, contact the Delaware County Planning
Department:

WilliamsonP@co.delaware.pa.us 610-891-5303



Requirements For Conserve, Enhance, Connect, And Planning & Design Grant Applications

1. All projects **must have direct public benefit**. "Public benefits" may include environmental, economic, social and/or community health enhancements or improvements. These benefit categories can be useful tools to help focus and guide the narrative presented in your application.
2. Projects must be complete and grant funds must be expended within three (3) years of date executing the grant agreement.
3. Funds cannot be reallocated to another project in the municipality, unless otherwise approved by the County. If a project is unable to proceed within the agreement's timeframe, the County reserves the right to rescind the award upon written 60-day notice from the Green Ways Program to the awardee.
4. CONSERVE and ENHANCE projects must include a deed restriction to guarantee the property remains undeveloped in perpetuity. CONNECT projects must include a grant of a permanent trail easement benefitting Delaware County.
5. CONNECT grants require close coordination with Green Ways Program staff throughout the development, bidding and award process to confirm all plans, specifications, itemized cost estimates and project schedules are consistent with the approved grant application and meet County standards
6. ENHANCE Projects (Capital improvement projects) that include new facilities or a major improvement to, or rehabilitation of, existing facilities, must have a useful life expectancy of at least ten (10) years. The project must comply with all local, state, and federal regulations including ADA and CPSI guidelines, and sustainability best practices. For guidance on sustainability, please refer to the [Delaware County Sustainability Plan](#).
7. PLANNING & DESIGN projects must be formally adopted by the municipality(ies) prior to the final grant payment.

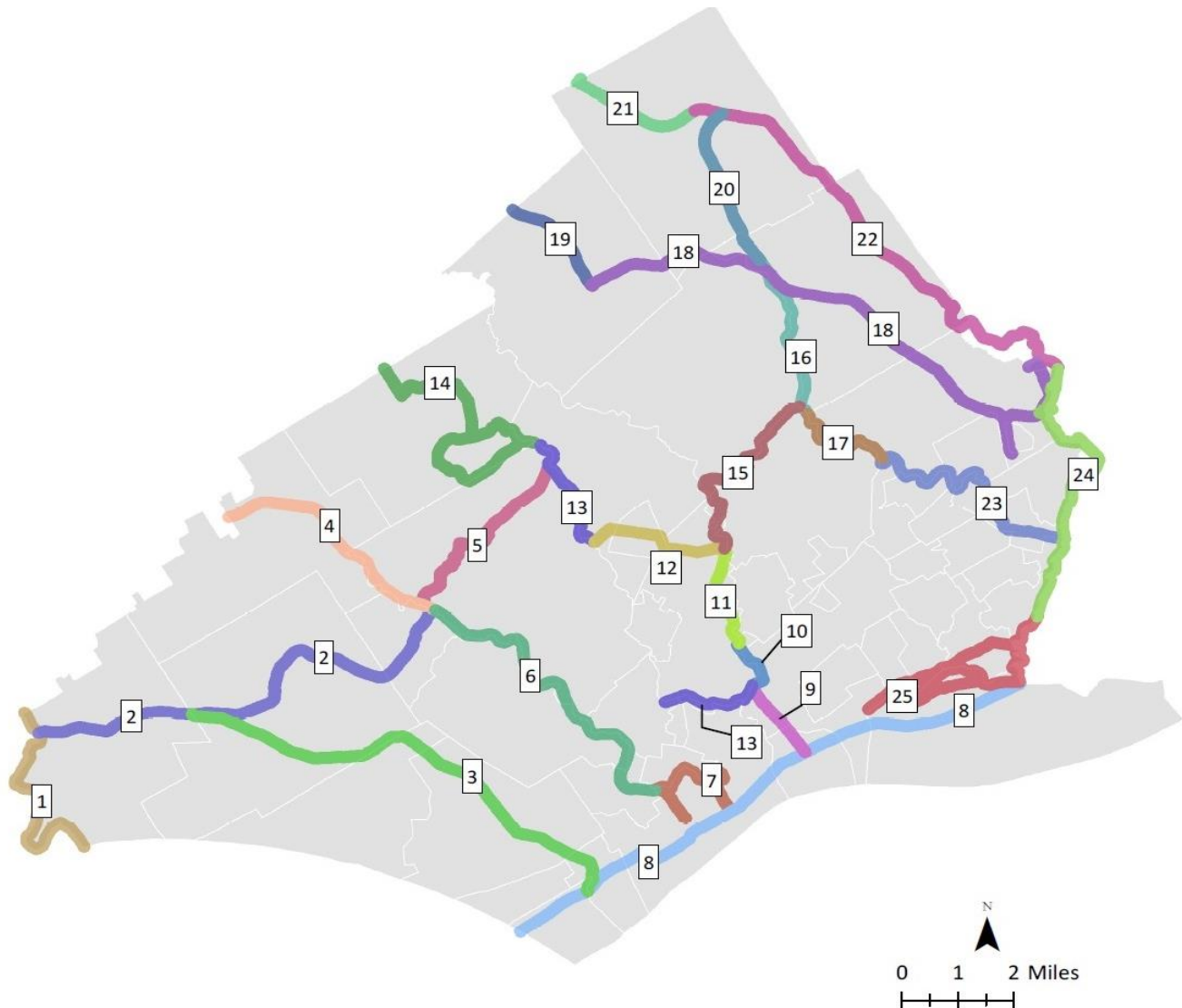


Requirements For Mini-Pros Plan Grants

1. Municipalities **may not reapply** for this project type if they received a grant award in Round 2 of the Delco Green Ways program.
2. Funds must be expended within one (1) year of an executed grant agreement. Delaware County expects plans to be completed within six to nine months of the municipality engaging a qualified consultant to assist in developing the plan.
3. The municipality will begin work by appointing and meeting with a steering committee prior to completing a "Request for Proposals" (RFP) to hire a project consultant. All RFPs must include a detailed project scope of work. County Planning Department staff are available to assist with the RFP process: Contact the staff at: WilliamsonP@co.delaware.pa.us
4. The County Planning Director, or designee, shall review and provide written approval of the Request for Proposals (RFP), prior to the municipality issuing the Request. RFPs submitted for Green Ways Program review and approval shall be deemed approved if the municipality does not receive a written response for the Green Ways Program within thirty (30) days of receipt.
5. The municipality will forward the proposals received and its recommended consultant to the County Planning Director, or designee. The municipality shall not proceed to contract negotiations before receiving written approval from the County for the recommended consultant. Final consultant recommendations submitted for review and approval shall be deemed approved if the municipality does not receive a written response within thirty (30) days of receipt.
6. The final Mini-PROS plan must be formally adopted by the municipality(ies) within two (2) months of completion.



2. Delaware County's Primary Trail Network



- | | | |
|---|--|--|
| 1 - Brandywine Creek Greenway | 10 - Blue Route Bikeway - Leiper to Kinder Connector | 19 - Route 252 Bicycle Route |
| 2 - Octoraro Rail Trail | 11 - Blue Route Bikeway - Leiper-Smedley Trail | 20 - Blue Route Bikeway - Ithan-Darby Creek Valley |
| 3 - PECO Right-of-Way Trail | 12 - Media-Smedley Connector Trail | 21 - Radnor Trail |
| 4 - Chester Creek Trail - North Extension | 13 - Ridley Creek Greenway (North & South Sections) | 22 - Forge to Refuge Trail |
| 5 - Rocky Run Trail | 14 - Ridley Creek State Park Trails | 23 - Darby Creek Stream Valley Park Trail |
| 6 - Chester Creek Trail | 15 - Blue Route Bikeway - Smedley to Darby Creek | 24 - Cobbs Creek Trail |
| 7 - Chester Creek Trail - East Coast Greenway (ECG) Connector | 16 - Darby Creek Trail - Haverford Township | 25 - Heinz Refuge Trails |
| 8 - East Coast Greenway | 17 - Darby Creek Trail - Drexel Hill Connector | |
| 9 - Blue Route Bikeway - East Coast Greenway (ECG) Connector | 18 - Newtown Square Branch Rail Trail | |



3. Evaluation Criteria



DELCO GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT ROUND 4 - 2023

Evaluation Criteria

Background

Delaware County has assembled a team of knowledgeable and experienced professionals to review the Green Ways grant applications. They will use the evaluation criteria detailed in this Section, along with their background, skills, and knowledge of the County as a whole, in their assessment and ranking process. The outcome of this process is used to prepare grant award recommendations which are then presented to Delaware County Council for their consideration.

Project Types

The grant program is divided into the following four (4) project types:

1. CONSERVE: Open space land preservation projects, via purchase or easement
2. ENHANCE: Capital improvements in existing parks and open spaces
3. CONNECT: Trail development and enhancement projects
4. PLANNING & DESIGN: Planning and feasibility studies, engineering, & design work.

Note: The evaluation criteria for PLANNING & DESIGN grants are generally applied to Mini-PROS Plan applications. However, as Mini-PROS applications are non-competitive, provided the application is for an eligible project, the applications are not ranked.

Evaluation Description

The criteria serve as guideposts, developed to help applicants identify and describe how their project furthers the County's goals for open space conservation, trail connections, and the enhancement of parks and recreation facilities.

There are several types of evaluation criteria: those that are applicable to all project types, those that are applicable to specific project types, and narrative questions which enable applicants to expand on how their project is directly tied to the County's goals of connecting, conserving and



enhancing local communities and the County as a whole. Applicants are to identify the individual elements that best fit their project and discuss those elements. **There is no expectation that any project will meet all the criteria elements**, and no need to comment on “non-applicable” criteria.

General Evaluation Criteria

In addition to project-specific evaluation criteria listed on the following pages, the list below details the general evaluation criteria that will be applied to projects in all four (4) grant types:

Socio-Economic Distress – Delaware County’s Council is committed to ensuring no resident or community is left behind. To further this commitment, County staff will identify and then consider the following socio-economic indices on each application:

- ☐ The Delaware Valley Regional Planning Commission’s [Indicator of Potential Disadvantage](#) (IPD) Score, and
- ☐ The Pennsylvania Department of Environmental Protection’s [Environmental Justice Areas](#).

Benefits

- ☐ Environmental
- ☐ Economic
- ☐ Social
- ☐ Health

Working with Neighbors or Other Partners

- ☐ Multi-municipal project
- ☐ Other Partners
- ☐ Letters of Support (include in *Supporting Documentation*)

Use of Matching Funds

- ☐ Local, regional, state, or other cash match
- ☐ Local “in-kind” services and/or resources



Individual Criteria Questions & Narrative

When completing the County's [Online Grant Application Form](#), you are asked to answer one or more of the questions below. You may select the questions that best match your project type. The strongest applications will use these questions to explain the aspects of their project that directly relate to the evaluation criteria and to elaborate on how the project advances the County's [Delaware County 2035: Open Space, Recreation, and Greenway Plan](#) goals. Please note, you will be limited to no more than 3,000 characters in your narratives.

1. What is the purpose of your project and how does it advance Delaware County's goals for conserving open space?
 - This question is for land acquisition and conservation easement projects. Refer to CONSERVE Criteria on pages 18 – 19.
2. What is the purpose of your project and how does it advance Delaware County's goals for enhancement?
 - This question is for applications proposing improvements to parks and recreation facilities. Refer to ENHANCE Criteria on pages 20 - 21.
3. What is the purpose of your project and how does it advance Delaware County's goals for connections?
 - This question is for applications to complete developing trails. Refer to CONNECT Criteria on page 22.
4. What is the purpose of your project and how does it advance Delaware County's goals for preparing for our future?
 - This question is for applications to prepare master plans, feasibility studies, conceptual designs, and engineering studies, or to develop needed documents for preserving open space or installing park and trail improvements. Refer to PLANNING & DESIGN Criteria on page 23.

All CONSERVE, CONNECT, ENHANCE and PLANNING & DESIGN applications will be reviewed, scored, and ranked based on the general evaluation criteria, answers to the criteria questions listed above, and the project-specific criteria detailed on the following pages.



Project Type: Conserve

Conserve projects serve to protect undeveloped land in perpetuity. Eligible projects include fee simple land acquisition; conservation easements on private land; and other similar, permanent conservation methods. The Green Ways Grant Program calls for CONSERVE projects to provide public benefits; for example, permanently protecting sensitive natural environments or preserving viewsheds along public rights of ways or rivers are acceptable. Delaware County will decide, in its sole discretion and on a case-by-case basis, when Conserve projects without full public access are eligible for a Green Ways Grant award.

Evaluation Criteria

Natural Resource Impacts

- ☐ Locally significant open space under threat of a land use change
- ☐ Natural Heritage Area as shown in the [Natural Heritage Inventory](#) of Delaware County or within an Important Bird Area
- ☐ Protects important natural landscapes (e.g., steep slopes, floodplains, woodlands, tree canopy, wetlands, meadows, and vistas)
- ☐ Delaware Riverfront
- ☐ Opportunity for brownfield restoration or reclamation
- ☐ Adjoins publicly or preserved lands or trails, including County Primary Trails

Existing Resource Protection or Expansion

- ☐ Expands an existing protected open space
- ☐ Protects agricultural land
- ☐ Protects important historic and cultural resources
- ☐ Protects streams and/or other water bodies



Greenway Impacts

- ☐ Potential use for a segment of a Countywide Primary Trail as shown in the map at the end of the criteria
- ☐ Accessibility to an existing or potential Countywide Primary Trail
- ☐ Accessibility to an existing or planned local trail for connection to the Countywide Primary Trail Network

Supporting Documentation

- ☐ Recommended in a Municipal Comprehensive Plan
- ☐ Recommended in a Park, Recreation and Open Space Plan
- ☐ Recommended in a Trail Plan



Project Type: Enhance

Enhance projects are used for capital improvements to public parks and/or recreation facilities.

Eligible projects include capital improvements to existing facilities and greening efforts in publicly controlled space (e.g., street tree plantings, green stormwater infrastructure, etc.).

Please note indoor recreation facilities are considered a lower priority than outdoor facilities.

Evaluation Criteria

Natural and Community Resource Impacts

- ☐ Natural Heritage Area as shown in the [Natural Heritage Inventory](#) of Delaware County or within an Important Bird Area
- ☐ Involves stream protection and restoration
- ☐ Green storm water management
- ☐ Tree cover improvement project
- ☐ Existing Resource Protection or Expansion
- ☐ Degree that the project enhances the open space and/or public facilities
- ☐ Protects important community, historic and/or cultural resources

Components to Meet Community Need

- ☐ Park within a ten-minute walk of significant populations (use [this link](#) for mapping resource)
- ☐ Rehabilitates aging, deteriorated or outdated facilities
- ☐ Provides facilities that connect people with nature
- ☐ Provides facilities for building a sense of community
- ☐ Provides facilities that support active healthy living
- ☐ Indoor recreation facility requests will receive the lowest priority

Greenway Impacts – Development/Substantial Improvement to Park's Internal Trail System

- ☐ Provides a trailhead, trail destination, or amenities to support trails
- ☐ Adds to or improves a segment of the countywide Primary Trail Network
- ☐ Creates, expands, or improves part of a local trail network that connects to or will connect to the county's Primary Trail Network
- ☐ Creates, expands, or improves part of a local [existing or planned] trail network that extends off-site and will not connect to the countywide Primary Trail Network



Supporting Documentation

- ☐ Recommended in a Master Site Development Plan for the park
- ☐ Recommended in a Municipal Comprehensive
- ☐ Recommended in a Park, Recreation and Open Space Plan
- ☐ Letters of Support



Project Type: Connect

Connect projects are for applications proposing the design and construction of trails included on the Countywide Primary Trail Network (PTN) and for the development of local trails. Eligible projects include preparation of final engineering, design documents and construction costs for local trails and multi-use segments of the countywide Primary Trail Network.

Evaluation Criteria

Trail Segments is in the County PTN

- ☐ Length of PTN to be completed
- ☐ Other completed portions of PTN to be connected by Project

Trail Segment is not in the County PTN

For trails that are not part of the Countywide Primary Trail Network (local trails), consideration will be given to the following criteria:

- ☐ Links directly to a Primary Trail in the Countywide Primary Trail Network (See Page 12)
- ☐ Listed in a local trail corridor plan or feasibility study
- ☐ Listed in a local trail network plan within a comprehensive municipal parks, recreation, and greenway plan
- ☐ Listed in a municipal comprehensive plan
- ☐ Gap trail: Provides a missing link between two other trail segments
- ☐ Links significant local destinations (man-made resources) with residential areas
- ☐ Provides a safe alternative to an unsafe condition (e.g., a project offering an alternative to pedestrians sharing a vehicular route or crossing a busy roadway at grade)
- ☐ Links established or protected linear greenway corridors to major hubs or destinations

Working with Neighboring Communities or Other Partners

- ☐ Multi-municipal project
- ☐ Other Partners
- ☐ Letters of Support

Supporting Documentation

- ☐ Recommended in a Master Site Development Plan for the park
- ☐ Recommended in a Municipal Comprehensive Plan
- ☐ Recommended in a Park, Recreation and Open Space Plan



Project Type: Planning & Design

For planning & preliminary design studies, including Mini-PROS plans. Examples of eligible projects include:

Park, Recreation and Open Space Plan

- ☐ Comprehensive Parks, Recreation and Open Space Plans (Individual and Multi-municipal)
- ☐ Mini- PROS Plan (Individual and Multi-municipal)

Other Types of Plans

- ☐ Trail Plan for Primary Trail
- ☐ Trail Plan for all other local trails
- ☐ Park master plans (one park master plan **or** a park system plan)
- ☐ Feasibility study for recreation facilities and/or trails
- ☐ Natural Resource Management Plan
- ☐ Maintenance Plan
- ☐ Appraisals
- ☐ Title research
- ☐ Conceptual Design Plans

Ranking Criteria

Identified Community Need

- ☐ Follows up on recommendations in previous planning studies or needs analysis
- ☐ Evaluates alternative solutions and designs, including cost/benefit analysis, facilities conditions and needs assessments, etc.
- ☐ Provides technical documents needed for Conserve, Connect, or Enhance projects
- ☐ Develops strategic, longer-range information necessary to manage community assets effectively and efficiently

Supporting Documentation

- ☐ Recommendations from adopted local, county, regional or state planning studies
- ☐ Letters of Support



4. Application Outline for Conserve, Enhance, Connect, and Planning & Design Projects



DELCO GREEN WAYS MUNICIPAL GRANT PROGRAM

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Application Outline for Conserve, Enhance, Connect Projects, and Planning & Design Projects (excluding Mini-PROS applications)

A NOTE FROM DELAWARE COUNTY:

The purpose of this document is to provide applicants with clear reference materials for application preparation. It is to serve as a guide and **is not an application form**. To complete your application for the Delco Green Ways Grant Program Grant Round 3, please use the County's [Online Grant Application Form](#). The system allows you to save your progress and prevents accidental submissions until all required fields are filled and documentation uploaded.

The system does not allow for multiple forms to be worked on simultaneously. We suggest looking through the application materials in the Users' Guide and preparing your answers (such as the project description, scope of work and responses to criteria questions) in a Word document, then "copy and paste" your answers into the Online form.

Contact us with any questions WilliamsonP@co.delaware.pa.us or 610-891-5303

We look forward to working with you!



Online Application Form — Submission Checklist

- Contact Information
- Project Type/Title/Location
- Project Map
- Project Description (max. 3000 characters)
- Scope of Work (max. 1,200 characters)
- Funding Request and Project Budget
- Criteria Question Narratives
- Project Schedule
- Supporting Documents (as necessary and applicable)
 - Letters of Support from Partnering Organizations, Municipalities, Residents, and Others
 - Property Appraisal (for CONSERVE projects)
 - Site Development Drawing (for ENHANCE and CONNECT projects)
 - [Certification of Title Form](#) (for ENHANCE and CONNECT projects)
 - [Declaration of Public Trust, Covenants, Conditions, and Restrictions](#) (for CONSERVE, ENHANCE and CONNECT projects)
 - [1099-S Verification Form](#) (for non-profits)
 - [Conservation Easement with Baseline Documentation Report](#) (for CONSERVE projects)
 - [Letter of Waiver of Retroactivity](#) (for CONSERVE projects if applicable/desired)
- Other documents, including but not limited to:
 - Photographs
 - Pages from planning documents
- [Municipal Resolution](#)(s) (or statement regarding expected Resolution submission date)
- Signed Grant Contract signature page(s)



Application Form

☐ Single Municipality ☐ Multi-Municipal ☐ Non-profit

Lead Municipality/Non-profit: _____

Participating Municipalities/Non-profit: _____

Main Contact

Name:	Email:
Title:	Phone:
Address:	Other key contacts, if applicable:

Project Information

Project Type	<i>Select one: CONSERVE, ENHANCE, CONNECT, PLANNING & DESIGN, or Mini-PROS)</i>
Project Title	<i>(150 characters maximum)</i>
Project Location:	<i>(Address and map)</i>
Project Description <i>(3,000 characters maximum): See expectations outlined below.</i>	
Project Scope of Work <i>(1,200 characters maximum)</i>	



Project Description and Scope of Work

Please provide a summary of the project, scope of work, and a brief description of how the project supports the general and more specific project type criteria presented previously in Section 3 of the Guidelines. Character limits are noted on the application form. If additional information is essential, applicants can provide supplementary information as part of the Supporting Documents submissions.

Strong application narratives provide details that address the following types of questions:

- How will this project advance the goals of the Delaware County Open Space, Recreation, and Green Way Plan, to CONSERVE, ENHANCE, CONNECT or PLANNING AND DESIGN for our future?
- What public benefits will be created/enhanced because of your project?
- What previous planning/design/construction has paved the way for your project?

Project Funding Request

Name of Source (if applicable)	Dollar Amount	Percent of Total Cost	Status (pick one)
Delaware County Green Ways Program	\$	___%	
Source 2 if other funding sources will be used. NO MATCH IS REQUIRED.	\$	___%	(Committed/Pending)
Source 3	\$	___%	(Committed/Pending)
Source 4	\$	___%	(Committed/Pending)
TOTAL COST		N/A	N/A

Project Budget — See [Appendix A](#): Budget Spreadsheet



Evaluation Criteria Questions

This is an additional opportunity to document the value and importance of your project, in addition to the previous Project Description and Scope of Work Sections. You will be able to elaborate on the purpose of your project and how the project relates to Delaware County's goals for CONSERVING, ENHANCING, CONNECTING, and PLANNING AND DESIGNING for the future of our community. There is a 3,000-character limit for the answer to each criteria question you answer, and you may choose to respond to one or more of those questions.

Documentation Attachments

PROJECT MAP

- Show street location of the project and study area/site boundaries.

PROJECT SCHEDULE

- Approximate timeline of project milestones, including meetings, public outreach, construction start dates, permitting, bidding, etc.

COST ESTIMATE

- Itemized budget. Include labor and direct costs, etc. Use Budget Worksheet found in [Appendix A](#), or [Appendix I](#) for PLANNING & DESIGN projects.
- For CONSERVE projects, submit appraisal(s) with the application. (Refer to PA DCNR "[BRC Acquisition Policy: Requirements for Property Appraisals](#)")

MUNICIPAL RESOLUTION

- Resolution from municipal governing body stating that they are in support of the project and commit to administering the project if grant is awarded. Refer to template found in [Appendix B](#).

GRANT CONTRACT SIGNATURE PAGE

- Please submit signed Grant Contract signature page(s) with your application and retain copies of these documents for your records. Refer to standard agreements in [Appendix C](#) for each of the four (4) grant types.



Supporting Documents (As Necessary and Applicable)

- Letters of support from partnering organizations and municipalities
- Property appraisal (for CONSERVE projects - Refer to current PA DCNR "[BRC Acquisition Policy: Requirements for Property Appraisals](#)").
- Site Development Drawing (for ENHANCE and CONNECT projects)
 - Conceptual drawing – minimum if final design is part of the project. (Refer to applicable current PA DCNR Site Drawing Checklist in the following downloadable documents: either for [Parks](#) or for [Trails](#).)
 - If available, please provide engineered final design drawings – if a project has been designed and is ready to bid for construction. If not available, cost of final design drawings would be covered by the grant agreement up to 15% of the total project cost.
- Certification of Title Form (for ENHANCE and CONNECT projects – see [Appendix D](#))
- Declaration of Public Trust, Covenants, Conditions, and Restrictions (for all projects except conservation easements – see [Appendix E](#))
- 1099-S Verification Form (For easement projects – see [Appendix F](#))
- Conservation Easement with Baseline Documentation Report (for conservation easement projects – see [Appendix G](#))
- Letter of Retroactivity (For use with CONSERVE projects, if acquisition may occur prior to grant award – see [Appendix H](#) for a template letter.)
- Other documents including, but not limited to:
 - Photographs
 - Pages from planning documents



5. Mini-Pros Plan Scope of Work



DELCO GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT ROUND 4 - 2023

Mini-Pros Plan Minimum Scope of Work

Introduction

The Delaware County Mini-Municipal Parks, Recreation, & Open Space Plan (Mini-PROS) minimum scope of work is based upon a planning format developed by the Pennsylvania Department of Conservation and Natural Resources (PA DCNR). We are grateful for their work and support in advancing planning in Delaware County.

There are several reasons for communities to consider developing a Mini-PROS Plan, as described below, as opposed to preparing a full-blown comprehensive open space, park, and recreation park.

The first relates to the present and projected population of your community. Municipalities with under 8,000 people, not facing a significant increase in growth rate, find the Mini-PROS Plan well suited to their purposes. This is particularly true when the community has no or few public parks, no recreation and park staff, and no intention of hiring staff in the next five (5) years.

Secondly, smaller communities generally have no need for adopting regulations that require the mandatory dedication of parkland or a fee-in-lieu by developers. Therefore, the Pennsylvania Municipalities Planning Code mandate for a complete, comprehensive recreation and park plan is unnecessary.

By way of contrast, communities with populations above 8,000, with large parks and recreation needs, facing rapid growth, frequently need to implement a more extensive planning process. Often, these larger comprehensive recreation and park plans are stand-alone documents, addressing not only the "Mini Recreation and Park Plan" items below, but also discussions on recreation programs, personnel, finances, public relations, and other administrative issues.



Scope Of Work Elements

The scope of work below represents the elements suggested as the contents of each chapter of a municipal plan dealing only with the planning for park lands, conservation areas, and trail connections – the “Mini-Municipal Parks, Recreation, & Open Space Plan”.

A. INTRODUCTION

1. How to use the plan
2. Purpose of the study

B. GOALS AND OBJECTIVES

1. Study Goals – developed with local steering committee
2. Goals and objectives for the preservation of open space and development of park facilities.

C. NEEDS ASSESSMENT & PUBLIC INVOLVEMENT

Public participation is required throughout the planning process to help determine and prioritize the types of facilities and activities at the site. Community involvement must prioritize diversity, equity, and inclusion to ensure feedback and recommendations that are comprehensive, accountable, and appropriate. The plan must include a detailed summary of public participation methods, results, and conclusions.

1. At minimum, public participation must include:
 - a. Steering Committee (5-9 people) – A representative and diverse steering committee must be formed and meet with the planning consultant on a regular basis to provide guidance and review of the work. Consider appointing 5-9 people to the committee.
 - b. Public Meetings (2 meetings) – At least two public meetings must be held and at least one must be with elected officials. The appropriate number and type of meetings will vary depending on the project scope and community needs
 - c. Key Person Interviews – A key person interview is a one-on-one discussion about a specific topic with an individual recognized or designated as a community leader. The Steering Committee should help to determine potential interviewees. Consider conducting 5-10 interviews.



2. Additional outreach recommended for public participation may include:

- a. Online Citizen Survey – An opinion poll that asks residents for their perspectives on specific topics related to the plan.
- b. Focus Groups – A focus group provides community input from individuals with common interests. Consider focus groups comprised of neighborhood residents, elected officials, organized sports organizations, friends-of park or trail groups, heritage & environmental organizations, etc.
- c. Planning Document Review – Review previous planning documents and consider the results of recent public participation efforts regarding parks, recreation, and open space.

D. INVENTORY OF NATURAL AND CULTURAL FEATURES Mapping

1. Flood plains, wetlands, scenic rivers
2. Historic/cultural site
3. Natural and man-made barriers
4. Steep slopes
5. Archaeological resources
6. Unique geological features such as caves

E. INVENTORY OF PARK AND RECREATION FACILITIES AND PROGRAMS

1. Inventory of indoor and outdoor recreation facilities owned and operated by municipality, school district, non-profits, and private sector that have relevance to the plan.
2. Inventory of recreation programs available in the community.

F. DEMOGRAPHIC STUDIES

1. Current population and projected growth for at last 10 years
2. Population by age groups
3. Socioeconomic Data – income level, education, gender, per capita, race, ethnicity etc.



G. OPEN SPACE, PARK, and TRAIL INVENTORY and ANALYSIS

1. Regional parks
2. Community parks and design standards
3. Neighborhood parks and design standards
4. Linear parks, conservation areas, etc.
5. Open spaces with extent of analysis to be determined by community opportunities and challenges
6. Potential for trails and connections – not a detailed analysis, conceptual only.

H. CRITICAL ANALYSIS

1. Strengths, Challenges, Opportunities, Threats
2. Identification of key critical actions that the community needs to take for five to seven priorities.

I. RECOMMENDATIONS TO PROVIDE NEEDED PARK LANDS AND FACILITIES

1. Recommendations for open space and natural resource conservation
2. Recommendations for potential trails and future study of trails
3. Park improvements with a general Capital Improvement Program for five years
4. Projected maintenance needs
5. Recommendations on operating funds and revenue sources for a parks, recreation, and open space budget
6. Municipality's role in the provision of recreation programs and services
7. Partnerships and future engagement
8. A five-year action plan
9. A one-year plan of action shown as a work program.

Final deliverable: Electronic version of the report and plan(s) with an executive summary. The final report must be formally approved by the municipal officials.



6. Application Outline for Mini-Pros Plans



DELCO GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT ROUND 4 - 2023

Application Outline for Mini-Pros Plans

A NOTE FROM DELAWARE COUNTY:

The purpose of this document is to provide applicants with clear reference materials for application preparation. It is to serve as a guide. This is not an application form. To complete your application for the Delco Green Ways Grant Program Grant Round 3, please use the County's [Online Grant Application Form](#). The system will allow you to save your progress and will not allow submission until all required fields are filled and documentation uploaded. We want this to be an easy-breezy process for you. Note, the system does not allow for multiple forms to be worked on simultaneously. We suggest looking through the application materials in the Users' Guide and initially preparing your answers (such as project description, scope of work and criteria) in a Word document and then "copy and paste" those answers onto the Online form.

Contact us with any questions: WilliamsonP@co.deaware.pa.us [mailto:](#) or 610-891-52303

We look forward to working with you!

Online Application Form — Mini-Pros Submission Checklist

- Project Description (max. 3,000 characters)
- Scope of Work (max 1,200 characters)
- Project Schedule
- Budget Worksheet
- Municipal Resolution(s) (or statement regarding expected submission date)
- Signed Grant Contract signature page
- Letters of Support/Planning Documents



Mini-PROS Application Form

☐ Single Municipality

☐ Multi-Municipal

☐ Non-profit

Lead Municipality/Non-profit: _____

Participating Municipalities/Non-profit: _____

Main Contact

Name:	Email:
Title:	Phone:
Address:	Other key contacts, if applicable

Project Information

Project Title:	(150 characters maximum)
Project Type:	Mini-PROS
Project Location:	(Address and map)
Project Description (3,000 characters maximum): See expectations outlined below.	
Project Scope of Work (1,200 characters maximum.) Use Mini-PROS Plan Scope of Work outlined in the Users' Guide to describe desired outcomes.	



Project Description and Scope of Work

Please provide a summary of the Mini-PROS project, scope of work, and a brief description of how the project supports the general and more specific project type criteria presented previously in Section 3 of the Guidelines. Character limits are noted on the application form. If additional information is essential, applicants can provide supplementary information as part of the Supporting Documents submissions.

Strong application narratives will include details addressing the following types of questions:

- Why is your **planning and design** project necessary to advance Delaware County's goals of connecting, conserving, and enhancing local communities and our common environment?
- What public benefits will be created/enhanced because of your project?
- What previous planning/design/construction projects paved the way for your project?

Project Funding Request

Name of Source (if applicable)	Dollar Amount	Percent of Total Cost	Status (pick one)
Delaware County Green Ways Program	\$	___%	
Source 2 if other funding sources will be used. NO MATCH IS REQUIRED.	\$	___%	(Committed/Pending)
Source 3	\$	___%	(Committed/Pending)
Source 4	\$	___%	(Committed/Pending)
TOTAL COST		N/A	N/A

Project Budget -- See [Appendix A](#): Budget Spreadsheet



Evaluation Criteria Questions

This is an additional opportunity to elaborate on the value and importance of your project, in addition to the previous Project Description and Scope of Work sections. You can document how project directly relates to and furthers Delaware County's goals for CONSERVING, ENHANCING, CONNECTING, and PLANNING AND DESIGNING for the future of our communities. There is a 3,000-character limit for the answer to the criteria questions. You may choose to respond to one or more of those questions.

DOCUMENTATION ATTACHMENTS

PROJECT SCHEDULE

- Approximate timeline of project milestones, including meetings, public outreach, construction start dates, permitting, bidding, etc.

COST ESTIMATE

- Itemized budget. Include labor and direct costs, etc. Use Worksheet found in [Appendix J](#).

MUNICIPAL RESOLUTION

- Resolution from municipal governing body stating that they are in support of the project and commit to administering the project, if grant is awarded. Refer to template found in [Appendix B](#).

GRANT CONTRACT SIGNATURE PAGE

- Please submit signed Grant Contract signature page(s) with your application **and** retain copies of these documents for your records. Refer to the Mini-Pros boilerplate agreement in [Appendix C](#).



7. Appendices

- [APPENDIX A:](#) Budget Worksheet
- [APPENDIX B:](#) Municipal Resolution Template
- [APPENDIX C:](#) Municipal Grant Contract Boilerplates (For all Grant Types)
- [APPENDIX D:](#) Certificate of Title Form (For Enhance and Connect Projects)
- [APPENDIX E:](#) Declaration of Public Trust, Covenants, Conditions, And Restrictions (For all Projects *Except* Conservation Easements)
- [APPENDIX F:](#) 1099- S Verification Form (For Conservation Easement Projects)
- [APPENDIX G:](#) Baseline Documentation Report Checklist for Conservation Easements
- [APPENDIX H:](#) Template Letter of a Waiver for Retroactivity (For Applicable Conserve Projects)
- [APPENDIX I:](#) Comprehensive Pros Plan Cost Estimate Template
- [APPENDIX J:](#) Mini-Pros Plan Cost Estimate Template

NOTE:

Appendices in fillable PDF format are available on the County website at <https://www.delcopa.gov/planning/greenspace/GreenSpaceGWGP.html>

Should you wish to complete the Municipal Resolution or Municipal Grant Contract Boilerplates on your Municipality's letterhead, simply copy and paste (<https://helpdeskgeek.com/help-desk/cant-copy-text-from-a-pdf-file/>) from the PDF onto your letterhead template and upload the completed form to the Online Application when prompted.

Budget Worksheet

[Click for Excel Attachment](#)

RESOLUTION

(Submit with original or electronic signatures with Delco Green Ways grant application)

RESOLUTION NO. _____

MUNICIPALITY OF _____

DELAWARE COUNTY, PENNSYLVANIA

WHEREAS, Delaware County Council has established the Delco Green Ways Grant Program to be utilized by the municipalities of Delaware County; and

WHEREAS, the Delco Green Ways Conserve, Enhance, Connect or Planning and Design grants may be used by the municipality for the improvement or acquisition of recreation land or planning services for such activities; and

WHEREAS, the municipality of _____, Delaware County Pennsylvania desires to participate in the Delco Green Ways Grant Program in order to help fund

(project name)

WHEREAS, the municipality will have available any and all funding needed to complete this project,

NOW, THEREFORE, by the governing body of _____, Delaware County, Pennsylvania, as follows:

1. That the municipality of _____, Delaware County, Pennsylvania, hereby approves the filing of an application for Delaware County Municipal Grant Program assistance.
2. That _____ is hereby authorized and directed to execute and file the appropriate forms with the Delaware County Planning Department.

Duly presented and adopted by the Governing Body of _____ in public meeting held this ____ day of _____, 20____.

Municipality of _____
Delaware County, Pennsylvania

By: _____
Chairman/President

Attest: _____

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT AGREEMENT
[Connect/Enhance - Type]

By and between

and
County of Delaware

Project Name: _____ #: _____

THIS AGREEMENT ("Agreement") made this _____ day of _____, 20__ between _____ ("Municipality"), having an address at _____, hereinafter called "Municipality", and the County of Delaware, Commonwealth of Pennsylvania, acting through its County Council ("County").

A. GENERAL

1. Municipality agrees that any sums received from the County shall be used in accordance with the awarded grant (as further described in Appendix A, the "Grant"), Appendix A, the application for the Grant submitted by Municipality (the "Application"), the Program Guidelines dated _____ issued by the County (the "Program Guidelines") and any other conditions to which the Grant is subject.
2. Municipality represents that it has the intention, willingness and capability to complete the Project (collectively, as described in the Grant, Application and Program Guidelines,) in a competent and timely manner and acknowledges that County is relying on this representation as a material inducement to enter into this Agreement. Municipality confirms that all representations regarding the Project set forth in the Application remain true and correct.
3. Municipality agrees to comply with the Program Guidelines with respect to the Project and the expenditure of the Grant funds.
4. Municipality agrees that the awarded grant is non-transferable and if the Project terminates for any reason, or if the scope of work cannot be completed, the Grantee will notify the County in writing as soon as possible after the details are confirmed and return all initial and/or partial payments to include interest if applicable.
5. Municipality agrees to properly maintain and periodically inspect the facilities constructed as a result of the Grant for the Project. Further, Municipality agrees to provide for continuous open space, natural areas, natural resource conservation and/or public parks, trails and greenways use of the Project, and to allow public access to the Project, without discrimination and without regard to residency. Municipality agrees not to sell or convey the land that contains the facilities or improvements that were constructed with the aid of the Grant without prior written authorization from the County. Municipality shall not use or permit the use of said land(s) and facilities or improvements for other than the uses described above and shall not permit private business use (as defined in 26 C.F.R. § 1.141-3) thereof without prior written authorization from the County.
6. The Municipality agrees to record at the County of Delaware Recorder of Deeds the Declaration of Public Trust, Covenants, Conditions, and Restrictions in the form attached hereto as Appendix B prior to any disbursements being made by the County on this Agreement.
7. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and regulations applicable to the Project.
8. Municipality agrees to indemnify, defend, and save harmless the County from any and all claims, liabilities, demands, and actions based upon or arising out of this Agreement or the Project (including costs and reasonable attorneys' fees).
9. Municipality agrees that the County reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in the County's sole discretion.
10. This Grant was approved by County Council on _____, 20__.

B. MAXIMUM GRANT; PAYMENT; RECORDS; AUDIT

1. It is understood that the Grant is for a maximum of _____ Dollars (\$ _____)
2. The Municipality understands that the payment of Grant funds is to be made as set forth by this Agreement, including Appendix A.
3. Municipality agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.
4. Municipality shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project as will properly reflect all costs of the Project and expenditures of Grant funds and shall retain them and make them available for audit for a period of seven (7) years after final payment of Grant funds. County reserves the right to conduct one or more audits of the Project and the expenditure of Grant funds at its discretion, during business hours and upon reasonable notice.
5. Municipality shall participate in monitoring review meetings as reasonably requested by County and provide all Information necessary for County to track Project progress and the satisfaction of the conditions of this Agreement and to conduct a project completion review for the Project.

C. EXTENT OF CONTRACT

1. This contract terminates within three (3) years of the date agreement is executed, except as otherwise agreed by the parties in writing, and except with respect to the obligations that are intended to survive termination, including the applicable provisions of Sections A.4 and A.7. The Municipality agrees and understands that reimbursement will not be made by the County under this Agreement for costs incurred after the aforesaid termination date.

D. MISCELLANEOUS

1. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Neither this Agreement nor any of Municipality's rights or obligations hereunder shall be assigned by Municipality without the prior written consent of County.
2. This Agreement may be amended only by a written instrument signed by both County and Municipality.
3. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws.
4. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Municipality.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

County:

Delaware County Planning Department
2 West Baltimore Avenue, Suite 202
Media, PA 19063

With a copy to:

Delaware County Solicitor
Government Center Building
201 West Front Street
Media, PA 19063

Municipality: address set forth at the beginning of this Agreement.

[Signature page follows.]

WITNESS WHEREAS, the parties hereto have caused this Agreement to be executed and attested by their proper officers or officials, pursuant to due and legal action authorizing the same to be done, as of the day and year first written above.

[MUNICIPALITY NAME]
COMMONWEALTH OF PENNSYLVANIA;

COUNTY OF DELAWARE

[Title]

County Council Chair

Attest:

Attest:

[Title]

County Clerk

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

APPENDIX A
to Grant Agreement¹ [Connect/Enhance - Type]
between
the County of Delaware
("County")
and

("Municipality")

Scope of Work:

Reference/attach SOW in Applicant's _____ Grant application

Anticipated Schedule for Completion:

1. Grant Agreement is executed –
2. Design, engineering, construction documentation -
3. Bidding and contracting -
4. Construction -
5. Completion/Close-Out –

Funds:

Up to \$_____ has been allocated for the Project. **Funds unused for the Project will revert to County.** Municipality is responsible for all costs expended to complete the Project over the Grant allocation.

Special Reminders:

1. Municipality agrees that all sums received from the County shall be used in accordance with the awarded Grant, the Agreement (including the Appendices thereto), the Application, and the Program Guidelines.
2. The Grant award was based on estimates stated in the Application. Actual grant funds disbursed may be adjusted based on actual costs shown on invoices. The actual amount disbursed may be less but will not be more than the amount of the announced awarded Grant.
3. Disbursement of Grant funds is subject to Municipality demonstrating required matching funds have been obtained, if matching funds were included as part of the Municipality's application. Municipality shall be responsible for obtaining all necessary matching funds for the Project. County shall have no responsibility for providing any funds for the Project other than the Grant funds.
4. Funds received by the Municipality from County for the Project shall be placed into a separate interest-bearing (unless otherwise authorized by the County) bank account for the Project, not into a general fund or account. Documentation confirming creation of this account shall be provided to the County prior to the first disbursement (such as an email or correspondence from the Bank as to the establishment of such account).

¹Capitalized terms used but not defined have the meanings set forth in the Grant Agreement.

5. Upfront grant payments and any interest or other accumulations earned by this grant must be separately identifiable in the accounting funds received under the Grant Agreement. Grantee should invest and reinvest grant funds and any interest on other accumulations earned on such funds as permitted under applicable law. Subject to prior written approval of the County, the Grantee may use the interest or other accumulations earned on grant funds for eligible grant activities. Income earned and expended shall be recorded as part of the closeout documentation. Any unused interest or other income remaining at the completion of the project activities shall be returned to the County.
6. Payment of Grant funds will be in up to three (3) occurrences, in the form of a check from the County.
 - a. The first disbursement may be for 50% of contracted or estimated Project cost and will not require invoices. (\$_____)
 - b. The second disbursement will be after the recipient submits invoices for reimbursement of amounts through 90% of the contracted Grant funds (the 50% already disbursed, plus the next 40%). (up to \$_____)
 - c. The final 10% of the Grant funds will be reimbursed by check after proof of final Project completion is submitted to and accepted by the County. (up to \$_____)
 - d. While this represents the generally anticipated payment schedule for Grant funds, the County reserves the right to require alternative payment procedures in certain cases, in its sole discretion.
7. Prior to final payment of Grant funds, public acknowledgement of County funding assistance shall be provided. For development projects, this shall be in the format of a permanent sign or plaque at the Project site. The sign shall read as follows: "Funds provided by the Delco Green Ways Municipal Grant Program." Letters must be 5/8" high or larger and be visibly presented. For Professional Services work products, public acknowledgement should come in the form of written recognition on an acknowledgements page, and/or the cover of work product reports, with the same wording as the sign requirements above.
8. Municipality further agrees not to obligate funds or begin implementation of the Project prior to receiving specific written authorization from County to proceed.

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT AGREEMENT
[Conserve -Type]

By and between

and
County of Delaware

Project Name: _____ #: _____

THIS AGREEMENT (this "Agreement"), made this _____ day of _____, 20__ between _____ ("Municipality"), having an address at _____, hereinafter called "Municipality", and the County of Delaware, Commonwealth of Pennsylvania, acting through its County Council ("County").

A. GENERAL

1. Municipality agrees that any sums received from the County shall be used in accordance with the awarded grant (as further described in Appendix A, the "Grant"), Appendix A, the application for the Grant submitted by Municipality (the "Application"), the Program Guidelines dated _____ issued by the County (the "Program Guidelines") and any other conditions to which the Grant is subject.
2. Municipality represents that it has the intention, willingness and capability to complete the Project (collectively, as described in the Grant, Application and Program Guidelines) in a competent and timely manner and acknowledges that County is relying on this representation as a material inducement to enter into this Agreement. Municipality confirms that all representations regarding the Project set forth in the Application remain true and correct.
3. Municipality agrees to comply with the Program Guidelines with respect to the Project and the expenditure of the Grant funds.
4. Municipality agrees that the awarded grant is non-transferable and if the Project terminates for any reason, or if the scope of work cannot be completed, the Grantee will notify the County in writing as soon as possible after the details are confirmed and return all initial and/or partial payments to include interest if applicable.
5. Municipality agrees to properly maintain and periodically inspect the property acquired as a result of the Grant for the Project. Further, Municipality agrees to provide for continuous open space, natural areas, natural resource conservation and/or public parks, trails and greenways use of the Project, and to allow public access to the Project, without discrimination and without regard to residency. Municipality agrees not to sell or convey the land that was acquired with the aid of the Grant without prior written authorization from the County. Municipality shall not use or permit the use of said land(s) and facilities or improvements for other than the uses described above and shall not permit private business use (as defined in 26 C.F.R. § 1.141-3) thereof without prior written authorization from the County.
6. The Municipality agrees to record at the County of Delaware Recorder of Deeds the Declaration of Public Trust, Covenants, Conditions, and Restrictions in the form attached hereto as Appendix B prior to any disbursements being made by the County on this Agreement.
7. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and regulations applicable to the Project.
8. Municipality agrees to indemnify, defend, and save harmless the County from any and all claims, liabilities, demands, and actions based upon or arising out of this Agreement or the Project (including costs and reasonable attorneys' fees).
9. Municipality agrees that the County reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in the County's sole discretion.
10. This Grant was approved by County Council on _____, 20__.

B. MAXIMUM GRANT; PAYMENT; RECORDS; AUDIT

1. It is understood that the Grant is for a maximum of _____ Dollars (\$ _____)
2. The Municipality understands that the payment of Grant funds is to be made as set forth by this Agreement, including Appendix A.
3. Municipality agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.
4. Municipality shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project as will properly reflect all costs of the Project and expenditures of Grant funds and shall retain them and make them available for audit for a period of seven (7) years after final payment of Grant funds. County reserves the right to conduct one or more audits of the Project and the expenditure of Grant funds at its discretion, during business hours and upon reasonable notice.
5. Municipality shall participate in monitoring review meetings as reasonably requested by County and provide all Information necessary for County to track Project progress and the satisfaction of the conditions of this Agreement and to conduct a project completion review for the Project.

C. EXTENT OF CONTRACT

1. This contract terminates within three (3) years of the date agreement is executed, except as otherwise agreed by the parties in writing, and except with respect to the obligations that are intended to survive termination, including the applicable provisions of Sections A.4, A.7 and A.8. The Municipality agrees and understands that reimbursement will not be made by the County under this Agreement for costs incurred after the aforesaid termination date.

D. MISCELLANEOUS

1. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Neither this Agreement nor any of Municipality's rights or obligations hereunder shall be assigned by Municipality without the prior written consent of County.
2. This Agreement may be amended only by a written instrument signed by both County and Municipality.
3. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws.
4. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Municipality.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

County:

Delaware County Planning Department
2 West Baltimore Avenue, Suite 202
Media, PA 19063

With a copy to:

Delaware County Solicitor
Government Center Building
201 West Front Street
Media, PA 19063

Municipality: address set forth at the beginning of this Agreement.

[Signature page follows.]

WITNESS WHEREAS, the parties hereto have caused this Agreement to be executed and attested by their proper officers or officials, pursuant to due and legal action authorizing the same to be done, as of the day and year first written above.

[MUNICIPALITY NAME]

COUNTY OF DELAWARE

COMMONWEALTH OF PENNSYLVANIA;

[Title]

County Council Chair

Attest:

Attest:

[Title]

County Clerk

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

APPENDIX A
to Grant Agreement² [Conserve - Type]
between
the County of Delaware
("County")
and

("Municipality")

Scope of Work:

Reference/attach SOW in Applicant's _____ Grant application.

Schedule for Completion:

1. Grant Agreement is executed –
2. Appraisal documentation -
3. Settlement date -
4. Completion/Close-Out –

Funds:

Up to \$_____ has been allocated for the Project. **Funds unused for the Project will revert to County.** Municipality is responsible for all costs expended to complete the Project over the Grant allocation.

Special Reminders:

1. Municipality agrees that all sums received from the County shall be used in accordance with the awarded Grant, the Agreement (including the Appendices thereto), the Application, and the Program Guidelines.
2. The Grant award was based on estimates stated in the Application. Actual grant funds disbursed may be adjusted based on actual costs shown on invoices. The actual amount disbursed may be less but will not be more than the amount of the announced awarded Grant.
3. Disbursement of Grant funds is subject to Municipality demonstrating required matching funds have been obtained, if matching funds were included as part of the Municipality's application. Municipality shall be responsible for obtaining all necessary matching funds for the Project. County shall have no responsibility for providing any funds for the Project other than the Grant funds.
4. Funds received by the Municipality from County for the Project shall be placed into a separate interest-bearing (unless otherwise authorized by the County) bank account for the Project, not into a general fund or account. Documentation confirming creation of this account shall be provided to the County prior to the first disbursement (such as an email or correspondence from the Bank as to the establishment of such account).

²Capitalized terms used but not defined have the meanings set forth in the Grant Agreement.

5. Upfront grant payments and any interest or other accumulations earned by this grant must be separately identifiable in the accounting funds received under the Grant Agreement. Grantee should invest and reinvest grant funds and any interest on other accumulations earned on such funds as permitted under applicable law. Subject to prior written approval of the County, the Grantee may use the interest or other accumulations earned on grant funds for eligible grant activities. Income earned and expended shall be recorded as part of the closeout documentation. Any unused interest or other income remaining at the completion of the project activities shall be returned to the County.
6. Payment of Grant funds will be in up to three (3) occurrences, in the form of a check from the County.
 - a. The first disbursement may be for 50% of contracted or estimated Project cost and will not require invoices. (\$_____)
 - b. The second disbursement will be after the recipient submits invoices for reimbursement of amounts through 90% of the contracted Grant funds (the 50% already disbursed, plus the next 40%). (up to \$_____)
 - c. The final 10% of the Grant funds will be reimbursed by check after proof of final Project completion is submitted to and accepted by the County. (up to \$_____)
 - d. While this represents the generally anticipated payment schedule for Grant funds, the County reserves the right to require alternative payment procedures in certain cases, in its sole discretion.
7. Prior to final payment of Grant funds, public acknowledgement of County funding assistance shall be provided. For land conservation projects, this shall be in the format of a permanent sign or plaque at the Project site. The sign shall read as follows: "Funds provided by the Delco Green Ways Municipal Grant Program." Letters must be 5/8" high or larger and be visibly presented. For Professional Services work products, public acknowledgement should come in the form of written recognition on an acknowledgements page, and/or the cover of work product reports, with the same wording as the sign requirements above.
8. Municipality further agrees not to obligate funds or begin implementation of the Project prior to receiving specific written authorization from County to proceed.

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT AGREEMENT [Planning & Design Type]

By and between

and
County of Delaware

Project Name: _____ #: _____

THIS AGREEMENT ("Agreement"), made this _____ day of _____, 20__ between _____ ("Municipality"), having an address at _____, hereinafter called "Municipality", and the County of Delaware, Commonwealth of Pennsylvania, acting through its County Council ("County").

A GENERAL

1. Municipality agrees that any sums received from the County shall be used in accordance with the awarded grant (as further described in Appendix A, the "Grant"), Appendix A, the application for the Grant submitted by Municipality (the "Application"), the Program Guidelines dated _____ issued by the County (the "Program Guidelines") and any other conditions to which the Grant is subject.
2. Municipality represents that it has the intention, willingness and capability to complete the Project (collectively, as described in the Grant, Application and Program Guidelines) in a competent and timely manner and acknowledges that County is relying on this representation as a material inducement to enter into this Agreement. Municipality confirms that all representations regarding the Project set forth in the Application remain true and correct.
3. Municipality agrees to comply with the Program Guidelines with respect to the Project and the expenditure of the Grant funds.
4. Municipality agrees that the awarded grant is non-transferable and if the Project terminates for any reason, or if the scope of work cannot be completed, the Grantee will notify the County in writing as soon as possible after the details are confirmed and return all initial and/or partial payments to include interest if applicable.
5. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and regulations applicable to the Project.
6. Municipality agrees to indemnify, defend, and save harmless the County from any and all claims, liabilities, demands, and actions based upon or arising out of this Agreement or the Project (including costs and reasonable attorneys' fees).
7. Municipality agrees that the County reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in the County's sole discretion.
8. This Grant was approved by County Council on _____, 20__.

B. MAXIMUM GRANT; PAYMENT; RECORDS; AUDIT

1. It is understood that the Grant is for a maximum of _____ Dollars (\$ _____)
2. The Municipality understands that the payment of Grant funds is to be made as set forth by this Agreement, including Appendix A.
3. Municipality agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.
4. Municipality shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project as will properly reflect all costs of the Project and expenditures of Grant funds and shall retain them and make them available for audit for a period of seven (7) years after final payment of Grant funds. County reserves the right to conduct one or more audits of the Project and the expenditure of Grant funds at its discretion, during business hours and upon reasonable notice.

5. Municipality shall participate in monitoring review meetings as reasonably requested by County and provide all Information necessary for County to track Project progress and the satisfaction of the conditions of this Agreement and to conduct a project completion review for the Project.

C. EXTENT OF CONTRACT

1. This contract terminates within three (3) years of the date agreement is executed, except as otherwise agreed by the parties in writing, and except with respect to the obligations that are intended to survive termination, including the applicable provisions of Sections A.4, A.6 and A.7. The Municipality agrees and understands that reimbursement will not be made by the County under this Agreement for costs incurred after the aforesaid termination date.

D. MISCELLANEOUS

1. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Neither this Agreement nor any of Municipality's rights or obligations hereunder shall be assigned by Municipality without the prior written consent of County.
2. This Agreement may be amended only by a written instrument signed by both County and Municipality.
3. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws.
4. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Municipality.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

County:

Delaware County Planning Department
2 West Baltimore Avenue, Suite 202
Media, PA 19063

With a copy to:

Delaware County Solicitor
Government Center Building
201 West Front Street
Media, PA 19063

Municipality: address set forth at the beginning of this Agreement.

[Signature page follows.]

WITNESS WHEREAS, the parties hereto have caused this Agreement to be executed and attested by their proper officers or officials, pursuant to due and legal action authorizing the same to be done, as of the day and year first written above.

[MUNICIPALITY NAME]

COUNTY OF DELAWARE

COMMONWEALTH OF PENNSYLVANIA;

[Title]

County Council Chair

Attest:

Attest:

[Title]

County Clerk

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

APPENDIX A
to Grant Agreement³ [Planning & Design - Type]
between
the County of Delaware
("County")
and

("Municipality")

Scope of Work:

Reference/attach SOW in Applicant's _____ Grant application

Schedule for Completion:

1. Grant Agreement is signed –
2. Consultant SOW approved -
3. Consultant engaged -
4. Draft Plan/Design Project completed-
5. Plan/Design accepted/adopted/Close-Out –

Funds:

Up to \$_____ has been allocated for the Project. **Funds unused for the Project will revert to County.**
Municipality is responsible for all costs expended to complete the Project over the Grant allocation.

Special Reminders:

1. Municipality agrees that all sums received from the County shall be used in accordance with the awarded Grant, the Agreement (including the Appendices thereto), the Application, and the Program Guidelines.
2. The Grant award was based on estimates stated in the Application. Actual grant funds disbursed may be adjusted based on actual costs shown on invoices. The actual amount disbursed may be less but will not be more than the amount of the announced awarded Grant.
3. Disbursement of Grant funds is subject to Municipality demonstrating required matching funds have been obtained, if matching funds were included as part of the Municipality's application. Municipality shall be responsible for obtaining all necessary matching funds for the Project. County shall have no responsibility for providing any funds for the Project other than the Grant funds.
4. Funds received by the Municipality from County for the Project shall be placed into a separate interest-bearing (unless otherwise authorized by the County) bank account for the Project, not into a general fund or account. Documentation confirming creation of this account shall be provided to the County prior to the first disbursement (such as an email or correspondence from the Bank as to the establishment of such account).
5. Upfront grant payments and any interest or other accumulations earned by this grant must be separately identifiable in the accounting funds received under the Grant Agreement. Grantee should invest and reinvest grant funds and any interest on other accumulations earned on such funds as permitted under applicable law. Subject to prior written approval of the County, the Grantee may use the interest or other accumulations earned on grant funds for eligible

³Capitalized terms used but not defined have the meanings set forth in the Grant Agreement.

grant activities. Income earned and expended shall be recorded as part of the closeout documentation. Any unused interest or other income remaining at the completion of the project activities shall be returned to the County.

6. Payment of Grant funds will be in up to three (3) occurrences, in the form of a check from the County.
 - a. The first disbursement may be for 50% of contracted or estimated Project cost and will not require invoices. (\$_____)
 - b. The second disbursement will be after the recipient submits invoices for reimbursement of amounts through 90% of the contracted Grant funds (the 50% already disbursed, plus the next 40%). (up to \$_____)
 - c. The final 10% of the Grant funds will be reimbursed by check after proof of final Project completion is submitted to and accepted by the County. (up to \$_____)
 - d. While this represents the generally anticipated payment schedule for Grant funds, the County reserves the right to require alternative payment procedures in certain cases, in its sole discretion.
7. Prior to final payment of Grant funds, public acknowledgement of County funding assistance shall be provided. For development projects, this shall be in the format of a permanent sign or plaque at the Project site. The sign shall read as follows: "Funds provided by the Delco Green Ways Municipal Grant Program." Letters must be 5/8" high or larger and be visibly presented. For Professional Services work products, public acknowledgement should come in the form of written recognition on an acknowledgements page, and/or the cover of work product reports, with the same wording as the sign requirements above.
8. Municipality further agrees not to obligate funds or begin implementation of the Project prior to receiving specific written authorization from County to proceed.

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT AGREEMENT
[Mini-PROS Type]

By and between

and
County of Delaware

Project Name: _____ #: _____

THIS AGREEMENT (this "Agreement"), made this _____ day of _____, 202_ between _____ ("Municipality"), having an address at _____, hereinafter called "Municipality", and the County of Delaware, Commonwealth of Pennsylvania, acting through its County Council ("County").

A. GENERAL

- I. Municipality agrees that any sums received from the County shall be used in accordance with the awarded Grant (as further described in Appendix A, the "Grant"), Appendix A, the application for the Grant submitted by Municipality (the "Application"), the Program Guidelines dated _____ issued by the County (the "Program Guidelines") and any other conditions to which the Grant is subject.
- E. Municipality represents that it has the intention, willingness and capability to complete the Project (collectively, as described in the Grant, Application and Program Guidelines) in a competent and timely manner and acknowledges that County is relying on this representation as a material inducement to enter into this Agreement. Municipality confirms that all representations regarding the Project set forth in the Application remain true and correct.
- F. Municipality agrees to comply with the Program Guidelines with respect to the Project and the expenditure of the Grant funds.
- G. Municipality agrees that the awarded grant is non-transferable and if the Project terminates for any reason, or if the scope of work cannot be completed, the Grantee will notify the County in writing as soon as possible after the details are confirmed and return all initial and/or partial payments to include interest if applicable.
- H. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and regulations applicable to the Project.
- I. Municipality agrees to indemnify, defend, and save harmless the County from any and all claims, liabilities, demands, and actions based upon or arising out of this Agreement or the Project (including costs and reasonable attorneys' fees).
- J. Municipality agrees that the County reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in the County's sole discretion.
- K. This Grant was approved by County Council on _____, 20__.

B. MAXIMUM GRANT; PAYMENT; RECORDS; AUDIT

- I. It is understood that the Grant is for a maximum of _____ Dollars (\$ _____)
2. The Municipality understands that the payment of Grant funds is to be made as set forth by this Agreement, including Appendix A.
3. Municipality agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.
4. Municipality shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project as will properly reflect all costs of the Project and expenditures of Grant funds and shall retain them and make them available for audit for a period of seven (7) years after final payment of Grant funds.

County reserves the right to conduct one or more audits of the Project and the expenditure of Grant funds at its discretion, during business hours and upon reasonable notice.

5. Municipality shall participate in monitoring review meetings as reasonably requested by County and provide all Information necessary for County to track Project progress and the satisfaction of the conditions of this Agreement and to conduct a project completion review for the Project.

C. EXTENT OF CONTRACT

1. This contract terminates within one (1) year of the date agreement is executed, except as otherwise agreed by the parties in writing, and except with respect to the obligations that are intended to survive termination, including the applicable provisions of Sections A.4, A.7 and A.8. The Municipality agrees and understands that reimbursement will not be made by the County under this Agreement for costs incurred after the aforesaid termination date.

D. MISCELLANEOUS

1. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Neither this Agreement nor any of Municipality's rights or obligations hereunder shall be assigned by Municipality without the prior written consent of County.
2. This Agreement may be amended only by a written instrument signed by both County and Municipality.
3. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws.
4. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Municipality.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

County:

Delaware County Planning Department
2 West Baltimore Avenue, Suite 202
Media, PA 19063

With a copy to:

Delaware County Solicitor
Government Center Building
201 West Front Street
Media, PA 19063

Municipality: address set forth at the beginning of this Agreement.

[Signature page follows.]

WITNESS WHEREAS, the parties hereto have caused this Agreement to be executed and attested by their proper officers or officials, pursuant to due and legal action authorizing the same to be done, as of the day and year first written above.

[MUNICIPALITY NAME]

COUNTY OF DELAWARE
COMMONWEALTH OF PENNSYLVANIA;

[Title]

County Council Chair

Attest:

Attest:

[Title]

County Clerk

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

APPENDIX A
to Grant Agreement⁴ [Mini-PROS - Type]
between
the County of Delaware
("County")
and

("Municipality")

Scope of Work:

The Development of a Mini Parks, Recreation, & Open Space (PROS) Plan for _____ in accordance with the Scope of Work outlined in the Delco Green Ways Municipal Grant Program, Grant Round __, Users' Guidelines - Section 3: MINI-PROS PLAN SCOPE OF WORK, copied below.

SCOPE OF WORK ELEMENTS

The scope of work below represents the elements suggested as the contents of each chapter of an overall municipal plan dealing only with the planning for park lands, conservation areas, and trail connections – the "Mini-Municipal Parks, Recreation, & Open Space Plan". It is a minimum framework for the project. In addition to the scope listed below, the municipality can explore specific topics or projects as part of the plan.

I. INTRODUCTION

- a. How to use the plan
- b. Purpose of the study

2. GOALS AND OBJECTIVES

- a. Study Goals – developed with local study committee
- b. Goals and objectives for the preservation of open space and development of park facilities.

3. NEEDS ASSESSMENT & PUBLIC INVOLVEMENT

- a. Public participation is required throughout the planning process to help determine and prioritize the types of facilities and activities at the site. Community involvement must prioritize diversity, equity, and inclusion to ensure feedback and recommendations that are comprehensive, accountable and appropriate. The plan must include a detailed summary of public participation methods, results and conclusions. A. At minimum, public participation must include:
 - i. Study Committee (5-9 people) – A representative and diverse study committee must be formed and meet with the planning consultant on a regular basis to provide guidance and review of the work. Consider appointing 5-9 people to the committee.
 - ii. Public Meetings – At least two (2) public meetings must be held and at least one of these meetings shall be with elected officials. The appropriate number and type of meetings will vary depending on the project scope and community needs.
 - iii. Key Person Interviews – A key person interview is a one-on-one discussion about a specific topic with an individual recognized or designated as a community leader. The Study Committee should help to determine potential interviewees. Consider conducting 5-10 interviews.
- b. Additional recommended for public participation could include:
 - i. Online Citizen Survey – An opinion poll that asks residents for their perspectives on specific topics related to the plan.
 - ii. Focus Groups – A focus group provides community input from individuals with common interests. Consider focus groups comprised of neighborhood residents, elected officials, organized sports organizations, friends-of-park or trail groups, heritage & environmental organizations, etc.
 - iii. Planning Document Review – Review previous planning documents and consider the results of recent public participation efforts regarding parks, recreation, and open space.

⁴Capitalized terms used but not defined have the meanings set forth in the Grant Agreement.

4. INVENTORY OF NATURAL AND CULTURAL FEATURES

Mapping

- a. Flood plains, wetlands, scenic rivers
- b. Historic/cultural site
- c. Natural and man-made barriers
- d. Steep slopes
- e. Archaeological resources
- f. Unique geological features such as caves

5. INVENTORY OF PARK AND RECREATION FACILITIES AND PROGRAMS

- a. Inventory of indoor and outdoor recreation facilities owned and operated by municipality, school district, non-profits, and private sector that have relevance to the plan.
- b. Inventory of recreation programs available in the community.

6. DEMOGRAPHIC STUDIES

- a. Current population and projected growth for at last 10 years
- b. Population by age groups
- c. Socioeconomic Data – income level, education, gender, per capita, race, ethnicity etc.
- d. DVRPC IPD (Indicators of Potential Disadvantage) Score

7. OPEN SPACE, PARK, and TRAIL INVENTORY and ANALYSIS

- a. Regional parks
- b. Community parks and design standards
- c. Neighborhood parks and design standards
- d. Linear parks, conservation areas, etc.
- e. Open spaces with extent of analysis to be determined by community opportunities and challenges
- f. Potential for trails and connections – not a detailed analysis, conceptual only.

8. CRITICAL ANALYSIS

- a. Strengths, Challenges, Opportunities, Threats
- b. Identification of key critical actions that the community needs to take for five to seven priorities.

9. RECOMMENDATIONS TO PROVIDE NEEDED PARK LANDS AND FACILITIES

- a. Recommendations for open space and natural resource conservation
- b. Recommendations for potential trails and future study of trails
- c. Park improvements with a general Capital Improvement program for five years
- d. Projected maintenance needs
- e. Recommendations on operating funds and revenue sources for a parks, recreation, and open space budget
- f. Municipality's role in the provision of recreation programs and services
- g. Partnerships and future engagement
- h. A five-year action plan
- i. A one-year plan of action shown as a work program.

Deliverable: Electronic version of the plan report with an executive summary

Schedule for Completion:

1. Grant Agreement is executed –
2. Consultant SOW approved
3. Draft Mini-PROS Plan completed –
4. Mini-PROS Plan/ adopted/Close-Out –

Funds:

Up to \$_____ has been allocated for the Project. **Funds unused for the Project will revert to County.** Municipality is responsible for all costs expended to complete the Project over the Grant allocation.

Special Reminders:


1. Delaware County expects plans to be completed six to nine (6 – 9) months after the municipality(ies) award a contract to a qualified firm to assist in the development of the plan. It is recommended that at least one member of the consultant team be a recreation & parks practitioner holding a Certified Park & Recreation Professional (CPRP) certification. The County will provide more information to municipalities undertaking a Mini-PROS Plan about the process for requesting proposals from qualified firms after grants are awarded.
2. The municipality shall receive approval from the County Planning Department staff on their consultant Request for Proposals (RFP) with consultant qualifications prior to its release. (RFP samples will be made available after the Grant Agreements process is completed.)
3. The municipality will share the proposals received with the recommendation of the firm they select with County Planning Department staff. The municipality shall not proceed to contract negotiations before receiving approval from the County on consultant selection.
4. The final Mini-PROS plan must be formally adopted by the municipality(ies)
5. Municipality agrees that all sums received from the County shall be used in accordance with the awarded Grant, the Agreement (including the Appendices thereto), the Application, and the Program Guidelines.
6. The Grant award was based on estimates stated in the Application. Actual grant funds disbursed may be adjusted based on actual costs shown on invoices. The actual amount disbursed may be less but will **not** be more than the amount of the announced awarded Grant.
7. Disbursement of Grant funds is subject to Municipality demonstrating required matching funds have been obtained, if matching funds were included as part of the Municipality's application. Municipality shall be responsible for obtaining all necessary matching funds for the Project. County shall have no responsibility for providing any funds for the Project, other than the Grant funds.
8. Funds received by the Municipality from County for the Project shall be placed into a separate interest-bearing (unless otherwise authorized by the County) bank account for the Project, not into a general fund or account. Documentation confirming creation of this account shall be provided to the County prior to the first disbursement (such as an email or correspondence from the Bank as to the establishment of such account).
9. Upfront grant payments and any interest or other accumulations earned by this grant must be separately identifiable in the accounting funds received under the Grant Agreement. Grantee should invest and reinvest grant funds and any interest on other accumulations earned on such funds as permitted under applicable law. Subject to prior written approval of the County, the Grantee may use the interest or other accumulations earned on grant funds for eligible grant activities. Income earned and expended shall be recorded as part of the closeout documentation. Any unused interest or other income remaining at the completion of the project activities shall be returned to the County.
10. Payment of Grant funds will be in up to three (3) occurrences, in the form of a check from the County.
 - a. The first disbursement may be for 50% of contracted or estimated Project cost and will not require invoices. (\$_____)
 - b. The second disbursement will be after the recipient submits invoices for reimbursement of amounts through 90% of the contracted Grant funds (the 50% already disbursed, plus the next 40%). (up to \$_____)
 - c. The final 10% of the Grant funds will be reimbursed by check after proof of final Project completion is submitted to and accepted by the County. (up to \$_____)

- d. While this represents the generally anticipated payment schedule for Grant funds, the County reserves the right to require alternative payment procedures in certain cases, in its sole discretion.
- 11. Prior to final payment of Grant funds, public acknowledgement of County funding assistance shall be provided. For Professional Services work products, public acknowledgement should come in the form of written recognition on an acknowledgements page, and/or the cover of work product reports, with the same wording as the sign requirements above.
- 12. Municipality further agrees not to obligate funds or begin implementation of the Project prior to receiving specific written authorization from County to proceed.

DELCO GREEN WAYS GRANT PROGRAM

CERTIFICATE OF TITLE

Submit with electronic or original signature(s) as part of all Enhance or Connect grant applications

Applicant: 

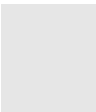
Project Title: _____

Property Tax Identification Number(s):	Acreage:	Property Name:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the property(ies) on which the proposed rehabilitation/improvement is to be made, in accordance with the current round’s Application under the Delaware County Open Space and Recreation Municipal Grant Program, is in the name of:

Applicant: _____

I further certify that there are no easements, encumbrances, or restrictions on the property (ies) which would affect the proposed rehabilitation/improvement project except as herein listed:

 _____

Date _____ Solicitor _____

Prepared by:

Return to:

UPI #:

DELCO GREEN WAYS GRANT PROGRAM

DECLARATION OF PUBLIC TRUST, COVENANTS, CONDITIONS, AND RESTRICTIONS

(Submit with electronic or original signatures with all grant applications except Conservation Easements)

THIS DECLARATION OF PUBLIC TRUST, COVENANTS, CONDITIONS, AND RESTRICTIONS is made this _____ day of _____, _____, by the _____, Delaware County, Pennsylvania, (hereinafter "Declarant").
(municipality)

BACKGROUND

WHEREAS, Declarant is a _____ of the _____ class of the Commonwealth of Pennsylvania and is the owner of a parcel of land containing _____ acres identified as Tax Parcel Number _____ - _____ - _____ located in (name of municipality[s]), whose ownership is on record at the Delaware County Recorder of Deeds in Deed Book _____ Page _____; and

WHEREAS, Article 1, Section 27 of the Pennsylvania Constitution states that:
Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people; and

WHEREAS, this Declaration affirms the Land as a public natural resource benefitting the people as described in the Pennsylvania Constitution, dedicating the Land or confirming the Land's dedication to the Public Purposes and subject to the protections provided by, but not limited to, the Donated or Dedicated Property Act of December 15, 1959 P.L 1772, 53 P.S. §§3381-3386 (the "Donated or Dedicated Property Act"); and

WHEREAS, Counties are authorized to acquire interests in real property to protect and conserve natural or scientific resources; to protect scenic areas; to preserve sites of historic, geologic or botanic interest; to promote sound, cohesive and efficient land development by preserving open spaces between communities; and for purposes consistent with the terms of the Conservation and Land Development Act (the "Conservation Act"), Pa. Stat. Ann. Title 32, Section 5001 et seq; and

WHEREAS, the Council of Delaware County have therefore designated County funds for municipal partners to promote the health, safety, and public welfare of the citizens of Delaware County by providing grants to municipalities for the acquisition and preservation of significant natural, recreational, historic, cultural, scenic, and agricultural resources; and for the development of parks and trails; and

WHEREAS, pursuant to the guidelines and criteria of the Delaware County Open Space and Recreation Municipal Grant Program, Declarant submitted an application to the Program for assistance to fund an applicable project of a type other than a conservation easement; and

WHEREAS, as a specific condition of the aforesaid County grant Program, the Declarant agrees to record a covenant running with the land requiring the continuous use of the Property for open space, natural areas, natural resource conservation, agriculture and/or public parks, trails and greenways, and to hold and manage the property on behalf of the Public Trust including protections afforded under the Donated or Dedicated Property Act; and

WHEREAS, the Property possesses natural, scenic, open space, historical, agricultural, educational, and/or recreational values (collectively "conservation values") of great importance to Declarant, the people of Delaware County, and the people of the Commonwealth of Pennsylvania; and

WHEREAS, Declarant further intends, as owner of the Property, to permit public access and/or agriculture, and further to preserve and protect the conservation values of the Property in perpetuity; and

NOW, THEREFORE, intending to be legally bound hereby, Declarant shall utilize Property solely and exclusively for the uses stated herein and as further specified in Article III.

ARTICLE I - DEFINITIONS

The following words and terms, which are used in this Declaration, shall have the following meanings:

1. "DECLARATION" shall mean and refer to this instrument, as amended from time to time.
2. "DECLARANT" shall mean and refer to the Municipality to be bound by this agreement.
3. "SUCCESSOR DECLARANT" shall mean each entity to which Declarant shall have specifically, by writing, assigned or conveyed any or all of Declarant's rights in and to the Property.

ARTICLE II - PROPERTY

1. PROPERTY" shall mean the existing property or parcel of land referenced above and more particularly described in Article II and Exhibit "A" (legal description) and shown on Exhibit "B" (map) attached hereto. The property subject to the restrictions herein is all or part of a parcel of land containing ____ acre(s), identified as Tax Parcel Number(s) ____ - ____ located in *(name of municipality)*. In the event of any additions to the existing property, which shall be made subject to this Declaration, then, from and after the recording of an appropriate Supplementary Declaration, the term "Property" shall mean the existing property and any such additions.

ARTICLE III - RESTRICTIONS

1. The use of the Property as defined in this Declaration shall be restricted to open space, natural areas, natural resource conservation, agriculture and/or public parks, trails and greenways. If, when, and as it is deemed inappropriate to utilize the Property for the originally intended permitted uses, it is agreed, understood and hereby declared that the utilization of the Property shall be for open space and free of any use or encumbrance prohibited by this Declaration. The term of this restriction shall be perpetual, and it shall be a covenant running with the land.

2. The following two items serve to highlight uses that are specifically prohibited but does not represent the full extent of uses that are in violation of this Declaration: Disposal of sewage effluent generated off-site (including disposal of offsite-generated sewage at any stage of treatment or post treatment using any technology including but not limited to spray or drip irrigation) is prohibited. Any composting materials, waste products or any other items that are generated off site may not be placed on site for any reason including disposal or processing.

3. Property subject to this Declaration shall not be available to count toward satisfying any open space or preserved land requirements as stipulated under applicable municipal land use laws, ordinances, or codes. Furthermore, owners may not transfer for use outside the Property (whether or not for compensation) any development rights allocated to the Property under any applicable law.

4. The Declarant shall manage and develop the property for authorized uses in a manner that maximizes public access consistent with the respective use and preserves the integrity of natural resources such as stream corridors, steep slopes, wetlands, and state, national or globally rare species.

5. No additional restrictions may be placed on the Property without permission from the County Department responsible for programmatic oversight. Express written consent of the Council of Delaware County Pennsylvania is required if the County finds that the additional restrictions proposed will reduce public access or diminish the conservation values of the property.

ARTICLE IV – RESERVATION

1. Declarant reserves the right but not the obligation to install, or allow the installation of, underground improvements provided: such improvements are otherwise permitted by federal, state and local laws, rules and regulations and the improvements are not extractive of natural resources that are part of the bundle of rights that comprise the Property. Any permissible underground improvements must only serve Public Purposes and must be designed and located so as not to materially affect the Public Purposes being financed in part by the County grant.

2. Declarant may lease or license portions of the surface of the Land to others to provide or assist the Declarant in providing facilities, programs, goods, services, or other amenities to the public that are consistent with the Public Purposes of the Open Space and Recreation Municipal Grant Program.

ARTICLE V - ENFORCEMENT

1. The County of Delaware shall have the right and power to enforce the terms of this Declaration, by any proceedings at law or in equity, against the Declarant, Successor Declarant, or any person or persons violating or attempting to violate any provision of this Declaration; to restrain violations; to require specific performance; and/or to recover damages.

2. In execution of its monitoring and enforcement rights, the County of Delaware has the right to enter and inspect the Property for compliance with this Declaration by way of land, through the use of an unmanned aerial vehicle, or a combination of both.

3. Rights and remedies arising out of this declaration are cumulative; they neither limit nor are limited by any rights or remedies arising from the Donated or Dedicated Property Act or other applicable authority available for upholding the Public Purposes.

4. If the County determines that Declarant, Successor Declarant, or any other person is in violation of the terms of this Declaration or that a violation is threatened, the County shall give written notice to the party in violation and demand corrective actions sufficient to cure the violation, and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the permitted uses of this Declaration, to restore that portion of the Property so injured. If violator fails to cure the violation within thirty (30) days after receipt of notice thereof from the County, or under circumstances where the violation cannot reasonably be cured within a thirty day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the County may bring an action at law or equity in a Court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction to recover any damages to which it may be entitled for violation of the terms of this Declaration or injury to any public interest protected by this Declaration, and to require the restoration of the Property to the condition that existed prior to such injury.

5 Without limiting Declarant's, Successor Declarant's, or any other person'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 Declarant and Successor Declarants agree 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.

6 Cost of enforcement. Any costs incurred by the County in enforcing the terms of this Declaration against Declarant or Successor Declarant, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Declarant or Successor Declarant's violation of the terms of this Declaration shall be borne by Declarant or Successor Declarant.

7 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 VI - MISCELLANEOUS

1. The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity.

2. The provisions of this Declaration shall, pursuant to its terms, inure to the benefit of Delaware County, and bind the Property, Declarant and its successors and assigns.

3. Recording. This Declaration shall forthwith be recorded in the Office of the Recorder of Deeds in and for the County of Delaware, Pennsylvania.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

ATTEST: NAME OF DECLARANT: _____

By: _____
Chairman/President/Officer

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared (name of officer) who acknowledged her/himself to be the (Chairperson/President/Officer) of the governing body of (Municipality) , and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Municipality by him/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____, Notary Public

Print Name: _____

1099-S VERIFICATION FORM

Submit with electronic or original signatures as part of Delco Green Ways Conservation Easement grant application

As Settlement Agent for the _____, I hereby verify that I will take responsibility for submitting the appropriate IRS 1099-S form(s) to the Internal Revenue Service and to the transferor for the conservation easement identified below in accordance with Internal Revenue Code, Section 6045. I further verify that I will report the gross proceeds in the case of the joint easement purchase by _____, and the County of Delaware. I verify that the 1099-S form will be sent to the IRS and the transferor by the deadline established by the IRS.

Grantor(s) Name(s)	Acreage	Tax Parcel Number (S)

Grantee:	Co-Grantee: County of Delaware
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SETTLEMENT AGENT SIGNATURE

DATE

Return to:
Delco Green Ways Grant Program
Delaware County Planning Department
2 West Baltimore Avenue, Suite 202
Media, PA 19063

DELCO GREEN WAYS GRANT PROGRAM

BASELINE DOCUMENTATION REPORT CHECKLIST FOR CONSERVATION EASEMENTS

(Include this Checklist with the Baseline Documentation Report [with electronic or original signature(s)])

The Municipality must document the baseline conditions of the property or interest being acquired. The following checklist is adapted from The Conservation Easement Handbook published by the Trust for Public Land and the Land Trust Alliance. Submission of all items on the checklist is required for municipal easement acquisitions funded through the Open Space and Recreation Municipal Grant Program.

- ☐ 1. COVER PAGE
Please include a cover page with the following language: "Baseline Data for Conservation Easement/Conservation Restrictions granted by (landowner name) on (name or description of property) property, Delaware County, Pennsylvania to (applicant)." The signature of the author/collector and the date should also appear.
- ☐ 2. BASELINE DATA CHECKLIST (Completed)
- ☐ 3. TABLE OF CONTENTS
- ☐ 4. OWNER ACKNOWLEDGEMENT OF CONDITION (Signature of the owner[s])
This acknowledgement is an IRS requirement if the easement is a gift for which a deduction will be claimed. The regulations require that this statement must clearly reference the baseline data. It must say, "in substance...[t]his natural resources inventory is an accurate representation of [the protected property] at the time of the transfer." he statement must be notarized and signed by both grantor and representative of grantee.
- ☐ 5. BACKGROUND INFORMATION
 - Ownership information (name, address, and phone number of property owner).
 - Driving Directions to the Property from the Delaware County Planning Department, 1055 E. Baltimore Pike, Media, PA 19063.
 - Historical information on the acquisition (brief chronological description of events that led to the protection of the property).
 - Summary of easement/deed restriction provisions (specific prohibitions, restrictions, and retained rights, as derived from the language of the easement or deed).
 - Purpose of easement/deed restrictions.
 - Evidence of the significance of the protected property, as established either by government policy (include copies of document) or by the long- term protection strategy developed by the grantee.
 - Corporate or agency resolution accepting or authorizing purchase of the property (minutes of the meeting at which acquisition was approved are adequate).
- ☐ 6. LEGAL CONDITION
 - A copy of the signed, recorded easement document or deed (legal fees to draft the document are not reimbursable).
 - A parcel map.
 - A clear title statement or preliminary title report, noting any liens against the property that could compromise its natural qualities or invalidate the easement or deed restrictions.
 - Copies of any other relevant easements associated with the property.

BASELINE DOCUMENTATION REPORT CHECKLIST FOR CONSERVATION EASEMENTS

- ☐ 7. ECOLOGICAL FEATURES
 - An inventory of rare, endangered, and/or threatened species.
 - Reports from wildlife biologists or other specialists that document the status of significant natural elements.
 - A general description of plant cover, soils, etc. This description should be limited only to those ecological features that the easement seeks to protect.

- ☐ 8. AGRICULTURAL FEATURES
 - Intensity of grazing (this is expressed in "animal units" per acre).
 - Level of pesticide use.
 - Soil quality (landowners should be encouraged to ask the Soil Conservation Service to prepare a soil conservation plan; this serves as the easement's benchmark for acceptable practices on erodible land).

- ☐ 9. SCENIC FEATURES
 - Official policies citing the property's scenic value.
 - Number of people who frequent nearby public places (roads, trails, and parks) from which they can view property.

- ☐ 10. MAN-MADE FEATURES
 - Improvements (structures, trails, fences, wells, power lines, pipelines, irrigation systems, etc.).
 - Recreation/tourism attractions.
 - Trespass damage and disturbed land (stray animals, introduced species, evidence of vehicular trespass, etc.).

- ☐ 11. PHOTOGRAPHS
 - On-site photos taken by the municipality (not the appraiser). Be sure to record key photo points on a map, record distance and azimuth from structures or other fixed points, and sign and date all photos.

- ☐ 12. MAPS
 - An 8 1/2 in. x 11 in. section of a local road map showing property location and location of eased or restricted area if different.
 - A legible site map, to scale, showing photo stations, property boundaries and boundaries of eased or restricted area if different.
 - Aerial photographic maps should be included if appropriate.

Template Letter of Retroactivity

please use electronic or original signature(s) for applicable Conserve Projects. Customize as needed.

[DATE]

Delaware County Planning Department
Delco Green Ways Grant Program Administrator
2 West Baltimore Avenue, Suite 202
Media, PA 19063

RE: **Delaware County Green Ways Grant Program – Waiver of Retroactivity Request for [Name of Project] XXXXXXXX Township/Borough/City, Delaware County, Parcel Number XX-XX-XXXXXX-XX**
[Delaware County Board of Assessments Folio # of Parcel(s) to be acquired]

Dear Sir or Madame:

[redacted] is looking to acquire the XX.XX-acre [redacted] Property/Tract located in XXXXXXXX Township/Borough/City along [name of street]. [Applicant municipality/organization] has submitted a Delco Green Ways grant application to Delaware County to help fund the transaction. I am writing to request a waiver of retroactivity for our planned acquisition of this site in the event settlement occurs before award determinations are made for the 2022 grant round.

The [redacted] Property is currently for sale for the appraised value of \$XXX,XXX. The current owner, [redacted], purchased the Property in [year] with the intention of [redacted]. [Brief explanation of the owner-seller situation and the recent use of the land.] In light of these circumstances, [Applicant] would like to be able to act quickly and make an offer on the Property.

The [redacted] Property is located on [name of street] and is adjacent to [name landmark adjacent properties, if applicable], as well as to [also name landmark adjacent parks or natural features]. Acquisition of this Property would allow for [name some benefits such as the following, if applicable: connection of the trail systems on these open spaces, expansion of passive recreational opportunities for the public, and enhanced resource protection for wildlife and vegetation].

I would be happy to supply any additional documentation you need for this waiver of retroactivity request. If you have any questions or concerns you can contact me at [phone#] or [email address]. Thank you for your consideration.

Sincerely,

[Signature]

[Applicant Municipal Contact Name]

[Job Title]

Delaware County Green Ways

Comprehensive Recreation, Park, and Open Space Plan

Cost Estimate

Task	Cost Estimate
Plan Summary	
Purpose, Goals, and Objectives	
Public Participation	
Steering Committee	
Public Meetings	
Key Person Interviews	
Citizen Survey	
Focus Groups	
Background Information	
Vision and Mission for Parks, Rec., Open Space and Trails	
Municipal Administration, staffing, partnerships for Parks, Recreation, Open Space and Trails	
Open Space, Parks, Rec. Facilities and Trail Connections Inventory and Analysis	
Facility Maintenance	
Recreation Programs and Services	
Financing	
Recommendations and Cost Estimates	
Action Plan	
Final Products	
TOTAL	

Delaware County Green Ways
Mini-PROS Plan
Cost Estimate

Task	Cost Estimate
Plan Summary	
Purpose, Goals, and Objectives	
Public Participation	
Steering Committee	
Public Meetings	
Key Person Interviews	
Citizen Survey	
Focus Groups	
Background Information	
Facilities, Open Space, and Trail Connections* Inventory and Analysis	
Facility Maintenance	
Financing	
Vision, Recommendations and Cost Estimates	
Action Plan	
Final Products	
TOTAL	



8. Frequently Asked Questions

- How many grants applications may a municipality or non-profit organization submit?

Municipalities and Non-Profit Organizations in partnership with a municipality are invited to apply for two projects. If the municipality or non-profit is applying for two grants, one of these two must be a project from the PLANNING & DESIGN category. The other grant application can be from one of the three other grant types: CONSERVE, CONNECT, or ENHANCE.

- Does sponsoring a non-profit count against a municipality's grant application cap?

No, sponsoring non-profits **does not count against the cap**. The sponsoring municipality is still eligible for two grants; one in the planning category and one from any of the Conserve, Connect, Enhance categories.

- If a municipality partners with a neighboring municipality for project, can it still apply for two grants on its own?

Yes. Multi-municipal projects are encouraged by this program. To remove program barriers for municipal partnering, any municipality partnering with another municipality for a project is still eligible to apply for two additional municipal projects (one in the planning category and one from any of the Conserve, Connect, Enhance categories).

Mini-Pros Questions

- Does applying for a Mini-PROS (Park, Recreation, and Open Space Plan) count against a municipality's grant application cap?

No, it does not. Each municipality that is eligible for a Mini-PROS grant can still apply for two grants; one in the planning category and one from any of the Conserve, Connect, Enhance categories.

- How much does a mini-PROS plan cost?

A sample Scope of Work is included in the application materials. The grant award is up to



\$50,000 and will cover the costs of the scope in qualified municipalities. Many of the eligible municipalities will be able to complete the Mini-PROS plans for less than \$50,000. If the applicant determines that it will only need an amount less than \$50,000, then the applicant should write that in the requested award section of the application.

➤ Why should a municipality complete a Mini-PROS plan?

A Parks, Recreation and Open Space (PROS) Plan is an effective tool to create economically, socially, and environmentally sustainable communities with a high quality of life. The goal of these plans is to create an action program that fosters livable communities that protect our natural resources and wildlife habitat, have clean air and water, are connected with multiple modes of transportation including bicycle and pedestrian networks, and enhance the value of community facilities and services.

In the absence of PROS Plans, which are publicly supported and administratively adopted plans for the future, there is no assurance that our municipalities can protect our green spaces and keep the parks safe, clean, and functional. Without PROS Plans, current and planned investments are in perpetual jeopardy. Likewise, without these plans there is nothing in place to protect open spaces and parks from being smothered by good intentions to place unwanted facilities in inappropriate locations.

Application Materials

➤ Can a Resolution be submitted after the application submission deadline?

Yes. Because meeting schedules can be complicated this time of year, we will be accepting signed municipal resolutions after the application deadline has passed. In the application form, please upload a document that states the date of the expected resolution in place of the resolution.

➤ In a trail construction project, what proof of easement acquisition does the County require in the application?

The County requires at least a letter of support from each of the property owners that the trail will be constructed on. The applicant must show that the property owners are supportive of the project.



- Enhance Projects allow up to 15% to be of the grant to be allocated to Design and Engineering costs. Can the 15% be used for a different phase of the project than the phase outlined in the grant application?

No, the Design and Engineering funds included are intended to specifically cover design and engineering of the Enhance project outlined in the application. Design and Engineering of a different location or phase of the park should be submitted as a separate grant application in the Planning category. This will be covered in the Grant Agreement as well.

Non-Profit Questions

- How many grants may a non-profit apply for?

Non-profits that are sponsored by a partnering municipality are invited to apply for two grants as project lead; one grant in the Planning & Design category and one grant from the Conserve, Connect, or Enhance categories.

To apply, the Non-Profit Organization must have a partnership with a municipality on the project. This partnership must be verified through a resolution adopted by the municipal partner. **In addition**, non-profit organizations are free to work on projects if selected by municipalities that secure other Green Ways grants. Those municipalities would go through their own professional services procurement process and may select the non-profit as their consultant.

- If a non-profit is awarded funds, what are the requirements for fair bidding practices?

In the case of a non-profit award, the non-profit must adhere to the sponsoring municipality's regulations for fair bidding practice

General Project Questions

- Can the grant funds cover overhead, salaries, and/or administration?

No, the funds of the grant are not intended to cover overhead, salaries, and/or administration.



- If the municipality is awarded funds, what are the requirements for fair bidding practices?

The County is providing the grant funds to the municipality and defers to that municipality's regulations for fair bidding practices.

- What if part of the project area is outside of County boundaries?

The County expects that the funds will be expended within County boundaries. If neighboring counties or other sources of funds contribute proportionally to a multi-county project, that will strengthen your application.

- Is it possible to work on multiple online applications at the same time using one e-mail address?

No, it is not possible to work on multiple forms simultaneously from the same email address. We suggest drafting your project description, scope of work, and criteria in a word document, and then copy and paste the text into the online application. Once you have finished your application and clicked submit, you will be able to start a new application.

- Can the Resolution form in [Appendix B](#) be modified?

Yes, the Resolution form in [Appendix B](#) is intended to be used as a template and may be modified by applicants. The purpose of the Resolution is to show that the governing body authorizes the application and intends to complete the project if awarded the grant.

- What should a Mini-PROS Plan budget cover? What about the budget for the Comprehensive PROS Plan?

Refer to [Appendix I](#) and [Appendix J](#) in the Users' Guide for a cost estimate template for Mini-PROS Plans and Comprehensive PROS Plans. The template is to be used as a guide and may be customized to meet your project and municipality needs.



Other

- What if my questions are not on this list?

If you have further questions, please do not hesitate to reach out to Liz Rogan at Rogane@co.delaware.pa.us or 610-649-6931, or Peter Williamson at the Delaware County Planning Department, WilliamsonP@co.delaware.pa.us or 610-891-5303.

Join us for a Zoom Q&A session on September 7, 2023, from 6:00 – 7:00 P.M. and/or on September 12, 2023, 2:00 – 3:00 P.M.

To register visit the [Delco Green Ways webpage](#).