ANNOUNCEMENT

REQUEST FOR PROPOSAL (RFP)

CUMBERLAND TOWNSHIP PARKS, RECREATION AND OPEN SPACE PLAN

Cumberland Township, Adams County, Pennsylvania is accepting proposals for a one-time contract to perform certain professional services work for the Township. The Township is seeking a proposal for the services of a Landscape Architecture/Engineering Firm to prepare a Parks, Recreation and Open Space Plan. The purpose of this plan is to evaluate recreational and open space assets and opportunities in the Township; assess residents' interest in recreation and future recreation needs in the municipality; provide benchmark comparisons for parks, facilities, greenways, trails, programs, and operations in smaller communities; and provide recommendations and establish priorities to guide investment and municipal decisions about recreation over the next decade. Information is attached outlining requirements for proposal submission, evaluation criteria, and the proposed contract. The project will be funded in part, by two grants, one from the Department of Conservation and Natural Resources and one by the Commonwealth Financing Authority and all applicable funding requirements will apply.

Sealed proposals (five copies) must be received by the **Township Manager** no later than **December 30, 2026, by 10 a.m**. If mailed, the proposal should be addressed to: 1370 Fairfield Road, Gettysburg, PA 17325.

If additional information is needed, please contact:

David Blocher
1370 Fairfield Road
Gettysburg, PA 17325
717-334-6485 ext. 100

_____

David Blocher, Township Manager

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NOTE: The term "proposer" or “firm” in this RFP means the person or firm making a proposal based on the RFP.

SECTION 1. BACKGROUND

Cumberland Township (Township) is seeking a consultant to prepare a comprehensive parks, recreation and open space plan for the Township to evaluate recreational and open space assets and opportunities in the Township; assess residents' interests in recreation and future recreation needs in the municipality; provide benchmark comparisons for parks, facilities, greenways, trails, programs, and operations in similar communities; and provide recommendations and establish priorities to guide investment and municipal decisions about recreation over the next decade.

The Township currently does not own any municipal recreational facilities within its borders. While almost all the Gettysburg National Military Park (GNMP) is located within the Township, most active recreation facilities are prohibited on GNMP grounds. Therefore, the Township does not house any traditional park facilities.

However, for years, the Township has financially supported the Gettysburg Area Recreation Authority (GARA). In 2013, GARA was chartered under the PA Municipal Authority Act as an independent government organization equally funded by the Township and Gettysburg Borough. GARA currently only operates the Gettysburg Municipal Park, located within Gettysburg Borough.

It is the Township's desire to evaluate existing park and open space facilities and recreation programming, to utilize citizen input to prioritize investment, and to develop a plan to implement the priorities. A Study Committee has been formed to direct the planning process. In addition to priorities that will be identified through a public participation process, the Study Committee has identified the following goals and objectives to be included in the plan evaluation process.

1. Systems should consider the needs of all demographics and ensure adequate opportunities for adolescents (teens), adults and seniors. ADA accessibility and inclusive play features should also be considered to ensure access for persons of all abilities.
2. Recommended program and park investments must be sustainable in terms of financial support to maintain them. The plan should include an evaluation and recommendations of financial support opportunities through community contributions, sports team contributions, Township contributions, and other sources.
3. Recommended program and park investments must be sustainable in terms of climate resiliency, incorporate the natural rural landscape without harming it, and encourage connections with nearby federal parks and forests, and existing and proposed recreation opportunities in adjacent municipalities.
4. If land acquisition is proposed to further recreation and open space development, it should prioritize developed properties in need of rehabilitation.

This Request for Proposal ("RFP") is a component of the competitive procurement process, which aids in serving the Township's best interests and provides each interested Landscape Architecture/Engineering/Architecture firm ("Firm") a fair opportunity to have their services considered. The process of competitive negotiation is not to be confused with competitive sealed bidding. Competitive sealed

bidding is normally used when goods or services are precisely described, and price is generally the deciding factor. Competitive negotiation does not use price as the determining factor. Competitive negotiation allows the Township to be flexible in negotiating to arrive at a mutually agreeable pricing structure. This RFP states the specific instructions for the submission of proposals and the procedure and criteria used to select a firm.

This project is partially funded by a grant from the Community Conservation Partnerships Program administered by the Pennsylvania Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by Cumberland Township and its contracted consultant. This Request for Proposal (RFP) has been prepared in accordance with Bureau requirements and standards. The Bureau will monitor the project and certain documents will be subject to Bureau review and approval.

The DCNR Grant Agreement number is **BRC-TAG-30-161**

Additionally, this Study is funded in part by a Greenways, Trails and Recreation Program grant provided by the Commonwealth Financing Authority and associated compliance requirements will apply.

SECTION 2. GENERAL TERMS

- The Township reserves the right to accept or reject any and all proposals and to accept or reject any part of any proposal submitted in response to this RFP. Proposals must be presented in accordance with the requirements of this RFP. In order to be considered, proposals must be submitted independently and without collusion with any other firm.

- The contract is subject to the approval of the Township Board of Supervisors and is effective only upon their approval.

- Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.

- Proposals will remain effective for the Township's review and approval for 60 days from the deadline for submitting proposals.

- If only one proposal is received by the Township, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.

- The proposer is encouraged to add to, modify, or clarify any scope of work items it deems appropriate to develop a high-quality plan at the lowest possible cost. All changes should be identified with an explanation. However, the scope of work proposed must accomplish the goals and work stated below.

- Sensitive information may clearly be considered "trade or corporate secrets" (i.e., information protected by copyright or patent) and may be labeled as such by the firm. To the extent possible and permissible by law, the Township will make its best efforts to maintain the confidentiality of this information. However, the Township accepts no liability for any adverse action resulting from the release of any information contained in any proposal submitted, including that information labeled as confidential.

SECTION 3. SCOPE OF WORK

A. PLAN PURPOSE, GOALS, AND OBJECTIVES

Cumberland Township is seeking a consultant to prepare a comprehensive parks, recreation and open space plan for the Township to evaluate recreational and open space assets and opportunities in the Township; assess residents' interests in recreation and future recreation needs in the municipality; provide benchmark comparisons for parks, facilities, greenways, trails, programs, and operations in similar communities; and provide recommendations and establish priorities to guide investment and municipal decisions about recreation over the next decade.

B. PUBLIC PARTICIPATION

Public participation is required throughout the planning process to help determine and prioritize community needs. Community involvement and engagement must prioritize diversity, equity, and inclusion to ensure feedback and recommendations that are comprehensive, appropriate, and accountable. The narrative must include a detailed summary of the public participation methods, results, and conclusions (i.e. areas of consensus and/or contention). Raw data should be included in the appendix.

1. At minimum, public participation must include:
    a. Study Committee – The Township has formed a Study Committee to help direct the comprehensive plan process. The planning consultant shall meet with the Study Committee on a regular basis to receive guidance and feedback.
    b. Public 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 Study Committee should help to determine potential interviewees. A minimum of 10 interviews must be conducted.

2. Additional public participation:
    a. Citizen Survey – A random sample citizen survey is a type of opinion poll that asks residents for their perspectives on specific topics. Describe the survey method to be used (i.e. written, telephone, internet, etc.) and the anticipated number of survey questionnaires.
    b. Focus Group – A focus group provides community input from individuals with common interests. Consider focus groups comprised of neighborhood residents, elected officials, organized sports 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.

C. BACKGROUND INFORMATION

The background information provides an overview of the community and the parks, recreation and open space system. Analyzing this data helps develop a future system that reflects the needs of present and future residents as well as conserves the natural, cultural, and historic elements that contribute to the uniqueness and cohesiveness of the community. Provide the following information:

1. Community Background

a. Geographic location, size, regional context, character, history, etc.
b. Type of government.
c. History of the Township's recreation and park functions.

2. Socioeconomics (use of U.S. Census data is required)
    a. Demographic trends including population, age, gender, race & ethnicity, households, income, education, and visitors.
    b. Population projections for at least the next 10-20 years.
    c. Economic trends including economic conditions, major employers, and fiscal health.
3. Physical Characteristics
    a. Updated version of the existing municipal land use map.
    b. Inventory and discussion of natural features and ecosystems such as forests, wetlands, waterways, farmland, critical habitats, etc.
    c. Inventory and discussion of cultural and man-made features such as historic sites, transportation corridors, housing, utilities, etc.
    d. Inventory and analysis of environmental issues such as stormwater and brownfields.
4. Provisions of existing planning documents and discussion of recommendations, including the Adams County Comprehensive Plan, the Central Adams Joint Comprehensive Plan, and the 2025-2029 DCNR Statewide Outdoor Comprehensive Plan (SCORP).

D. TOWNSHIP MISSION STATEMENT, GOALS, AND OBJECTIVES

The Township mission statement provides a clear definition of the Township's purpose and responsibilities. Goals address what the Township hopes to achieve in the next ten years.

1. Discuss the purpose and use of a mission statement, goals, and objectives. They should have long-term applicability beyond the planning process.
2. Develop a draft mission statement, goals, and objectives. They should be re-evaluated at the end of the planning process to ensure that they are still appropriate for the Township.

E. TOWNSHIP ADMINISTRATION

Due to the fact that the Township does not currently offer parks, recreation and open space services, analyze how the Township might effectively administer and do so with the addition of new recreation facilities, comparing Township practices to accepted administrative practices. Township practices include the ability to involve the public with long-range planning efforts; the ability to work cooperatively with other public agencies, community groups, and businesses; and the effectiveness of existing office procedures and policies.

Describe and analyze the following:

1. Proceed under the second-class township code which enables legal documentation and process from which the Township receives authority and responsibility.
2. Relationships between the Township and community organizations and Township involvement with regional initiatives.
3. Public relations and marketing efforts to promote Township functions, services, and programs.
4. Cooperative efforts and established agreements between the Township and other municipalities, schools, recreation providers, conservation groups, support groups, area businesses, etc., including existing agreement with GARA.

5. Policies and procedures that govern the general operation of the Township parks, recreation, and open space functions (use of facilities, non-resident participation, policy manuals, risk management program, record keeping, etc.).
6. Opportunities for public involvement in planning efforts including use of program evaluation forms, distribution of surveys, public meetings, etc.
7. Record-keeping procedures.
8. Administrative challenges.

F. TOWNSHIP PERSONNEL

If applicable, describe who should be responsible for providing the Township parks, recreation and open space programs and services and analyze the effectiveness of each involved entity. Township personnel may include the governing body, Township manager; public works department; paid recreation and park staff, maintenance staff, program staff, and/or volunteers such as recreation and park board members.

1. Analyze the organizational chart for accuracy with current conditions and procedures.
2. Describe and analyze the following:
    a. Number, type, roles, and responsibilities of Township personnel currently responsible for providing parks, recreation and open space programs and services.
    b. Number, type, roles, and responsibilities of volunteers, such as the recreation and park board or arts council, that are responsible for maintaining parks, recreation and open space and assisting with programs, services, etc.
    c. How new staff/volunteers are hired/appointed and trained for new positions.
    d. Existing personnel policies including manuals, appraisal systems, continuing education, etc.
    e. Staffing level (paid or volunteer) needed to effectively administer and maintain the Township facilities, programs, and services. Compare with existing conditions.
    f. The Township's current relationships with Adams County Office of Planning and Development, GARA, YMCA of Gettysburg, and Healthy Adams Bicycle/Predestinarian, Inc. (HABPI).

G. FACILITIES AND OPEN SPACE INVENTORY AND ANALYSIS

Analyze existing parks, recreation and open space resources in the region, regardless of ownership, and compare to standards based on population and service areas. The general locations and types of new parks, recreation and open space facilities and development priorities are identified with strong public participation and input.

1. On a map broken down by census tract or neighborhood, identify the location of indoor and outdoor facilities and open space owned/operated by:
    a. Public agencies
    b. Schools (public and private, all levels)
    c. Major non-profits and quasi-public organizations (athletic associations, scouts, conservancies, service clubs, YMCAs/YWCAs, etc.)
    d. Major private businesses (health clubs, bowling alleys, etc.)
2. Provide the following information in chart form for the indoor and outdoor facilities and open space identified on the map:
    a. Facility or open space name

   b. Ownership
   c. Number and type of facilities
   d. Acreage
   e. General condition and use
3. Determine local access to outdoor recreation. The following resources may be helpful:
   a. The National Recreation and Park Association (NRPA) Park Metrics is a comprehensive source of data benchmarks and insights for the effective management and planning of operating resources and capital facilities.
   b. The Trust for Public Land (TPL) ParkServe interactive platform tracks park access in urban areas. The web-based tool identifies local parks and open space, determines the percentage of residents who live within a 10-minute walk, and identifies the neighborhoods most in need of new parks.
   c. DCNR partnered with the Trust for Public Land (TPL) and WeConservePA to use Geographic Information Systems (GIS) to understand access to outdoor recreation in Pennsylvania. TPL's Research and Innovation Team used the data analysis methods to assist DCNR in identifying areas with the greatest need and opportunity. This interactive map of outdoor recreation access in Pennsylvania shows the results of the analysis. Data is available for a 10-Minute Walk by Municipality & County and a 10-Minute Drive for Trails and Water.
4. Compare public input with existing facilities and conditions.
5. Analyze open space preservation techniques such as mandatory dedication, overlay zoning, conservation easements, etc.

H. RECREATION PROGRAMS AND SERVICES

Compare existing program and service offerings to those provided by other entities, the needs/wants of constituents, and professional standards. This comparison helps to determine if the Township provides a sufficiently broad range of cost-effective programs and services that constituents need/want.

1. Provide a list of programs and services sponsored by public, non-profit, and private entities that include:
   a. Sponsoring group
   b. Program name
   c. Participant target age and gender
   d. Program fee (if any)
2. For Township or publicly sponsored programs and services, provide information about participation trends for the previous five years.
3. Determine availability of programs and services for:
   a. Active and passive
   b. Competitive and noncompetitive
   c. Individuals and groups
   d. All gender identities
   e. All ages and abilities
   f. All races and ethnicities
   g. All income levels
   h. All education levels
4. Analyze accessibility and inclusiveness of Township programs and services
5. Identify program and service deficiencies and develop a strategy for the Township to address them.

I. FINANCING

Identify and analyze current and previous Township funding levels and sources, including tax and non-tax support, and compare to other municipal departments and similar agencies.

1. Compare tax support for recreation and parks in relation to the overall municipal budget and to other departments from the same municipality for the previous 5-year period.
2. Describe the Township philosophy for providing tax support to finance recreation and parks.
3. Compare Township capital and operating expenditures with agencies from municipalities that have similar populations and socio-economic characteristics.
4. Identify and analyze the major revenue sources (taxes, fees, donations, grants, etc.) and amounts used to finance recreation and parks.
5. Describe and analyze the current Township (recreation and park) budget process.
6. Identify new sources to finance recreation and parks and provide examples of their application.

J. RECOMMENDATIONS AND COST ESTIMATES

Outline specific Township priorities and actions to improve access to recreation and park facilities, programs, and services to meet community needs. Recommendations supported by data analysis and public input must be provided for scope of work elements. Cost estimates must be provided when appropriate.

1. Describe the recommended changes for administration, personnel, facilities, maintenance, programs, services, and financing and provide supporting data to justify the recommendations. Sustainability of existing and newly proposed programs, services, and facilities must be a priority of these recommendations.
2. Provide a cost estimate to implement each recommendation and discuss potential implementation opportunities and challenges.
3. Each plan component must include:
    a. An inventory of existing conditions (if applicable).
    b. A comparison of existing conditions with local or national standards
    c. Recommendations with priorities, timetables, and cost estimates.

K. PLAN IMPLEMENTATION

The cohesive and easy to follow five-year implementation plan must:

1. Prioritize the operating-related recommendations
2. Identify the following information for each recommendation:
    a. Roles and responsibilities of public and non-public agencies
    b. Appropriate organizational structure to establish and maintain the facility.
    c. Target dates for implementation.
    d. Potential costs.
    e. Potential funding source(s).
3. Prioritize capital improvement recommendations and provide a multi-year year Capital Development Program organized by short-term (1-3 years), medium-term (4-7 years) and long-term (8 plus years) projects. Identify the following information for each project:
    a. Facility/area name.

b. Description of proposed improvements.
c. Total estimated development costs of proposed improvements, including engineering and design costs, project administration costs, acquisition and/or construction costs, and at least a 10% contingency.
d. Potential funding source(s).

4. Provide a five-year summary of the projected fiscal impact on the operating budget for operating-related costs associated with administration, personnel, programs, services, and maintenance.

SECTION 4. CONSULTANT QUALIFICATIONS

General Consultant Qualifications

Regardless of the planning project type, the lead consultant or consultant team must have documented experience in the following:

A. Leadership and successful completion of planning studies of the project type funded by the grant.
B. Development and implementation of public participation processes such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.
C. Development of planning documents and design for public park and recreation facilities/areas.
D. Development of policies and procedures for the management, operation, and maintenance of public park and recreation facilities/areas.
E. Effective communication of recommendations and implementation strategies to elected officials, non-profit organizations, and stakeholders.
F. DCNR requirement of a Park and Recreation Practitioner on the planning team.

Project Specific Consultant Qualifications

Parks, Recreation and Open Space Plan

The lead consultant or consulting team must have documented expertise in parks, recreation and open space planning. Professionals typically include community planners, landscape architects, and park and recreation professionals with parks and/or recreational and open space development and management experience. If the project includes any conceptual design work, the Bureau requires that the plan be under the seal of a licensed professional who is authorized by Pennsylvania law to seal such documents. Depending on the project, the professional could be a landscape architect, architect, or engineer. If any jurisdictional agency/agencies reviewing the PNDI Receipt require a field survey to be completed, the Bureau requires a biologist to survey the project site. If a boundary survey is to be completed as part of the scope of work, it must be under the seal of a registered land surveyor who is authorized by Pennsylvania law to seal such documents.

The selected firm must provide personnel who meet the following minimum criteria:

- A minimum of ten (10) years of relevant experience in an appropriate combination of land planning, landscape architecture, land development, municipal engineering, and/or other associated fields;
- Expertise in the areas of engineering/landscape architectural/architectural design, traffic/transportation engineering, or regional planning;
- A list of references for other similar projects/clients where services have been or are being provided.

Any firm that meets the conditions of this RFP may submit a proposal for consideration. The Township does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or familial status in employment or the provision of services.

SECTION 5. REQUIRED SUBMITTALS

A. Letter of Transmittal

This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- A statement confirming that the firm meets the Consultant Qualifications (see Section 4 above).
- The firm's contact person and telephone number.

B. Profile of Firm

This consists of the following:

- A statement of the firm's experience in conducting work of the nature sought by this RFP; advertising brochures may be included in support of this statement.
- The location of the firm's office that will perform the work.
- Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each in relation to the work. DCNR requires that the project consulting team have the minimum qualifications outlined in Section 4 Consultant Qualifications.
- A reference list of other municipal clients of the firm with contact information.
- Any other information relating to the capabilities and expertise of the firm in doing comparable work.

C. Methods and Procedures

The proposal must include a detailed description of the methods and procedures the firm will use to perform the work. Inclusion of examples of similar work is encouraged.

D. Work Schedule

The schedule must include time frames for each major work element, target dates for public meetings, and dates for completion of draft and final documents.

Once proposals are accepted and reviewed by Cumberland Township, any additional approvals required will be concluded prior to the issuance of a Notice to Proceed. The project term is intended

to extend no more than twelve to eighteen (12-18) months from the Notice to Proceed, unless extended by Cumberland Township.

E. Cost

For each major work element, the costs must be itemized showing:

- For each person assigned to the work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked
- The reimbursable expenses to be claimed

The itemized costs must be totaled to produce a contract price. If awarded a contract, a proposer is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.

The Township must comply with Title 23 Code of Federal Regulations 172.7, which requires, in part:

- 23 CFR 172.7, Section A, ii, F - "…Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals, since these shall not be considered in the evaluation, ranking, and selection phase..."
- Language contained in 23 CFR 172.7, Section iii, B (pertaining to evaluations of RFP proposals) "…Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria…."

The cost proposal for this project should be sealed in a separate envelope from the qualifications proposal and marked with the submitting firm's name and "COST ESTIMATE".

If awarded a contract, the firm may not change the staffing assigned to the project without approval by the Township**.** However, approval will not be denied if the staff replacement is determined by the Township to be of equal ability or experience to the predecessor.

The method of billing must be stated. The preferred practice of the Township is to pay upon completion of the work and receipt of the required report. However, the Township will consider paying on a periodic basis as substantial portions of the work are completed. Regardless of the billing method used, a minimum of 10% of the DCNR Grant Award will be withheld until the final product is approved by DCNR and all project costs are paid in full.

F. Contract

The contract form and DCNR "Nondiscrimination/Sexual Harassment Clause" is provided in Section 7. DCNR requires that the "Nondiscrimination/Sexual Harassment Clause" be incorporated and/or attached to the contract in its entirety.

SECTION 6. EVALUATION CRITERIA

A. Technical Expertise and Experience

The following factors will be considered:

- The firm's experience in performing similar work
- The expertise and professional level of the individuals assigned to conduct the work
- The clarity and completeness of the proposal and the firm's demonstrated understanding of the work to be performed

B. Procedures and Methods

The following factors will be considered:

- The techniques for collecting and analyzing data
- The sequence and relationships of major steps
- The methods for managing the work to ensure timely and orderly completion

C. Cost

The following factors will be considered:

- The number of hours of work to be performed
- The level of expertise of the individuals proposed to do the work.

D. Oral presentation

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal.

SECTION 7. CONTRACT FOR PROFESSIONAL SERVICES

A proposed contract is included for review. If it is satisfactory to the firm, it should be completed, executed, and submitted with the proposal. If the firm prefers an alternative contract, the firm may submit it as a part of the proposal submission. However, the Township reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional services contract.

CUMBERLAND TOWNSHIP COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE PLAN
FINAL PRODUCTS

NARRATIVE REPORT

A draft final comprehensive parks, recreation and open space plan (CRPOS Plan) must be reviewed and approved by Cumberland Township and the Department of Conservation and Natural Resources Bureau of Recreation and Conservation before it is officially adopted by the Township. Typically, the review process consists of reviewing a complete draft plan, providing comments, and reviewing a revised draft plan to ensure comments are adequately addressed.

The final CRPOS Plan must be a narrative, bound report beginning with an executive summary and followed by clearly labeled sections for each of the plan components in logical order. All supporting documents and information should be included in the appendix and not in the body of the report.

Executive Summary – Briefly describe the process, priorities, and final recommendations.

A. Purpose, Goals, and Objectives
B. Public Participation
C. Background Information
D. Agency Mission Statement, Goals, and Objectives
E. Agency Administration
F. Agency Personnel
G. Facilities and Open Space Inventory and Analysis
H. Recreation Programs and Services
I. Financing
J. Recommendations and Cost Estimates
K. Plan Implementation
L. One (1) electronic PF of the final CRPOS Plan (as a single document) with the cover signed, sealed, and dated by the design consultant
M. One (1) electronic PDF of other deliverables, as applicable

REQUIRED DOCUMENT SUBMISSION

Once completed and approved, the Township desires to have four (4) printed and bound copies of the final CRPOS Plan with the cover signed, sealed and dated by the design consultant. In addition, the Township desires to have an electronic PDF of the final CRPOS Plan (as a single document) with the cover signed, sealed, and dated by the design consultant, and an electronic PDF of other deliverables, as applicable.

CUMBERLAND TOWNSHIP
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2026, by and between Cumberland Township, Adams County, Pennsylvania, a township organized and existing under and pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 65101, *et seq.*, as amended, with an address of 1370 Fairfield Rd., Gettysburg, PA 17325 (hereinafter, the "Township"), and _____ _____ ("Consulting Firm" or "Consultant").

WHEREAS, the Township desires to have certain one-time professional consulting work performed involving development of a Cumberland Township Parks, Recreation and Open Space Plan; and

WHEREAS, the Township desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP"), dated _____, 2026, issued by Township, and made a part of this Agreement, included herein by reference and attached as Exhibit A; and

WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP, said proposal made a part of this Agreement, included herein by reference and attached as Exhibit B; and

WHEREAS, the Consulting Firm is equipped and staffed to perform the services set forth in the RFP;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, agree as follows:

1. Scope of Services. The Township hereby retains the Consultant as an independent professional consultant to provide all services and materials necessary to prepare a Parks, Recreation and Open Space Plan for the Township. Consultant represents and warrants that it and any sub-consultants have and will continue to maintain all licenses and approvals required to conduct business and to provide the Services as required pursuant to this Agreement in accordance with generally accepted industry practices. Consultant shall provide professional consulting services in accordance with Exhibit A, Exhibit B, and the Nondiscrimination/Sexual Harassment Clauses, which are attached hereto and incorporated herein as Exhibit C. Consultant further acknowledges that the Services are being funded through Township grant agreements with Pennsylvania's Department of Conservation and Natural Resources as well as the Department of Community and Economic Development, which are attached hereto respectively as Exhibits D and E. Consultant shall provide its services in compliance with such funding requirements as well as the DCNR Statewide Outdoor Comprehensive Plan, which is attached hereto as Exhibit F. Consultant shall obtain approval from the Township of any changes to the staffing stated in Exhibit B. However, approval will not be denied if the staff replacement is determined by the Township to be of equal ability or experience to the predecessor.

2. Compensation. The Township shall pay to Consultant a not-to-exceed amount of _____ ($_____) for the completion of the Scope of Services. Compensation shall be based on the actual hours worked and actual reimbursable expenses. The Township shall make final payment of 10% of the funds available to the Consultant under this Agreement within 30 days after final product approval by the Department of Conservation and Natural Resources.

3. Invoicing. Consultant shall invoice Township on not more than a monthly basis for work completed during the previous month. Invoices shall be paid within thirty (30) days of receipt of the invoice. Invoices shall set forth in detail the task/service provided, the individual performing such task/service, his/her rate and the amount of time worked on each task/service by each individual, as well as any reimbursable expense incurred.

4. Taxes, Benefits. Consultant shall be solely responsible for the payment of local, state and federal taxes and acknowledges that the Township shall not withhold any such taxes from compensation to consultant. Further, as an independent contractor, Consultant shall not receive, nor be entitled to any retirement benefits, disability, health insurance, sick pay, vacation pay or any other Township benefit whatsoever. Similarly, the Consultant's relationship with Township shall not form the basis for any claim for unemployment or worker's compensation benefits.

5. Insurance. Consultant agrees to maintain professional liability insurance in an amount of no less than $1,000,000.00 throughout the term of this Agreement and shall provide a Certificate of Insurance signifying such to the Township no later than ten (10) days prior to the commencement of work.

6. Term, Termination. This Agreement shall be for a period of _____ (months) from the date first listed above and shall continue until _____ unless terminated hereunder or extended by mutual agreement of the parties. Either party may terminate this Agreement in the event of a default of the terms hereof provided that written notice of such default continues unabated for a period of ten (10) business days. The consultant shall be entitled to payment for all services rendered hereunder through the date of termination. In the event of termination of Consultant hereunder, as a condition precedent to payment for services through such termination date, Consultant shall provide to Township copies of any work product produced hereunder, including, but not limited to drafts, reports, maps, drawings and other documents.

7. Copyright. All copyright interests in work created under this Agreement are solely and exclusively the property of the Township. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consultant agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the Township. In the performance of services under this Agreement, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

8. Release, Hold Harmless, Indemnification. Consultant and its sub-consultants shall release, hold harmless, and indemnify the Township, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, omissions of the Consultant, its employees, consultants, agents, servants, and/or anyone acting under the Consultant's control and/or the Consultant's direction, in the performance of the requirements of this Agreement. The Consultant shall reimburse any and all defense costs incurred by the Township and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Consultant or its employees, consultants, agents, servants, and/or anyone acting under the Consultant's control and/or the Consultant's direction.

To the extent allowable by law, the Township agrees to release, hold harmless, and indemnify the Consultant, its officers, agents, and employees acting within the scope of their official duties, from and against damages, costs, and expenses (including reasonable attorneys' fees) only to the extent that such liabilities arise from an action which can be properly brought against the Township as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541, *et seq.* and in accordance with such limits of liability set forth in the Act. The Township does not in any manner waive its rights and immunities provided by applicable law and/or regulation by entering into this Agreement.

9. Dispute Resolution. Before any litigation is brought pursuant to this Agreement, the Parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within 30 days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the Parties cannot agree to a mediator, the Parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in the Adams County Court of Common Pleas. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be modified or changed in any respect except in writing duly signed by the parties hereto.

11. Governing Law. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

12. Venue. Venue for any dispute hereunder shall be in the Court of Common Pleas of Adams County.

13. Interpretation of Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notice. All notices hereunder must be in writing and shall be deemed validly given if delivered in person, by certified mail, or by commercial courier and addressed as follows (either party may designate a new address in writing throughout the term of this Agreement):

Township: Cumberland Township

1370 Fairfield Road

Gettysburg, PA 17325

Consultant:

15. Captions. The captions of this Agreement are solely for the purposes of identification and shall not, in any manner, alter or vary the interpretation or construction of this Agreement.

16. Successors and Assigns. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, transferees, successors, and assigns; provided, however, the Consultant shall not assign this Agreement without the prior written consent of the Township.

[the remainder of this page has been left intentionally blank; signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date set forth above.

WITNESS:	**CUMBERLAND TOWNSHIP:**
_____	_____
David Blocher, Township Manager	Shaun Phiel, Board of Supervisors Chairman
WITNESS:	**FOR THE CONSULTING FIRM:**
_____	_____
	BY:
	TITLE:

EXHIBIT A

Consultant Response to RFP

EXHIBIT B
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

    a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

    b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

    c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

    d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

    e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the

policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

6. **Subgrant Agreements, Contracts, and Subcontracts**. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

_____ _____

Name and Title Date

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. NONDISCRIMINATION/SEXUAL HARASSMENT

a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

   i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

   ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

   iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

   iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

   v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places

customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

f. **Subgrant Agreements, Contracts, and Subcontracts**. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

_____ _____

Signature Date

_____ _____

Print Company Name

EXHIBIT C
DCNR GRANT AGREEMENT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

BRC-TAG-30-161

GRANT AGREEMENT

COMMUNITY CONSERVATION PARTNERSHIP PROGRAM

Keystone Recreation, Park and Conservation Fund

This GRANT AGREEMENT is entered into by the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH"), acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ("DEPARTMENT"), and CUMBERLAND TOWNSHIP ("GRANTEE"). References to the DEPARTMENT include the COMMONWEALTH.

WHEREAS,

The Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993, P.L. 359, No. 50 (32 P.S. §§ 2011-2024) ("Act"), establishes a restricted receipt account in the State Treasury known as the Keystone Recreation, Park and Conservation Fund ("Fund"), consisting of proceeds from a portion of the realty transfer tax;

Under the Act, a portion of the money in the Fund has been allocated to the DEPARTMENT.

The Act directs the DEPARTMENT to use money it receives from the Fund to provide grants to eligible entities for the purposes stated in the Act;

The GRANTEE is an entity that is eligible for a grant under the Act; and

The GRANTEE has applied to the DEPARTMENT for a grant, the application is eligible for funding under the Act, and the application has been selected by the DEPARTMENT for funding.

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree, for themselves and their successors and assignees, as follows:

ARTICLE I
GRANT AMOUNT; PROJECT ACTIVITIES

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

"Project activities" for purposes of this GRANT AGREEMENT mean activities that have been authorized by the DEPARTMENT to be performed under this GRANT AGREEMENT. Such activities include those contained in (1) the GRANTEE'S grant application as approved by the DEPARTMENT and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by the DEPARTMENT in accordance with this GRANT AGREEMENT. The GRANTEE'S grant application, the original of which is in the possession of the DEPARTMENT and a copy of which is in the possession of the GRANTEE, is incorporated herein.

ARTICLE II
EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD

This GRANT AGREEMENT is not binding on the DEPARTMENT until it has been properly executed by all required signatories for the COMMONWEALTH. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of the DEPARTMENT. Approval of these costs by the DEPARTMENT must be in writing. If an audit is required, and the cost of the audit is incurred after the GRANT AGREEMENT period, the cost may be eligible for funding at the discretion of the DEPARTMENT. Any other cost incurred after the GRANT AGREEMENT period is not eligible for funding.

ARTICLE III
COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER REQUIREMENTS

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the DEPARTMENT; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT. If the DEPARTMENT has provided a program manual, such manual, including any addenda, is incorporated herein by reference, and the GRANTEE shall comply with its provisions.

Contractor Responsibility and Offset: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Grantee Integrity: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

Nondiscrimination/Sexual Harassment: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Right-to-Know Law: The GRANTEE shall comply with the provisions in Appendix E (Right-To-Know Law) as applicable.

Automated Clearing House (ACH) Payments: The GRANTEE shall comply with the provisions in the Appendix F (Automated Clearing House (ACH) Payments).

Americans With Disabilities Act: The GRANTEE shall comply with the provisions in Appendix G, which is attached hereto and incorporated herein.

Worker Protection and Investment: The GRANTEE shall comply with the provisions in Appendix H, which is attached hereto and incorporated herein.

Universal Accessibility Act; Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended: Universal Accessibility Act, 71 P.S. 1455.1 et seq.; Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

Federal funding: If any portion of the grant awarded to the GRANTEE is federal money, the GRANTEE, in addition to complying with the provisions of this article, shall also comply with the requirements in Appendix I attached hereto and incorporated herein.

Definitions: Capitalized terms used in Appendices B through I referenced above in this Article III, that are not otherwise defined in said Appendices, have the meanings specified in this GRANT AGREEMENT.

Post-completion responsibilities: The GRANTEE?S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE IV
PAYMENTS

The DEPARTMENT will issue payments to the GRANTEE in accordance with the provisions in Appendix A.

The GRANTEE shall charge to the project account all project costs approved by the DEPARTMENT. All such costs, including services contributed by the GRANTEE or others, shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge.

Payments under this GRANT AGREEMENT will be subject to the performance of all terms and conditions of this GRANT AGREEMENT.

The DEPARTMENT may deny or adjust payment for any expenditure that is not in accordance with the terms of this GRANT AGREEMENT.

The DEPARTMENT will not be liable for any expenditure by the GRANTEE that is not for project activities or that is for costs exceeding the amount stated in this GRANT AGREEMENT.

ARTICLE V
FISCAL DUTIES OF GRANTEE

(a) Deposit and accounting of grant funds: The GRANTEE shall deposit any advance payments of grant funds in an account in a bank or other financial institution insured by the FDIC or FSLIC until such time as they are expended. They shall be separately identified in the GRANTEE'S accounting as funds received under this GRANT AGREEMENT.

(b) Interest: Appendix A states whether the account into which advance grant funds are deposited pursuant to (a) shall be interest-bearing or non-interest bearing. For grants in which interest bearing accounts are required, Appendix A contains provisions on the use and disposition of interest earned on grant funds.

(c) Use of grant funds: The GRANTEE shall use the grant funds and the match in the amounts stated in Appendix A, or as much of these monies as necessary, to carry out project activities.

(d) Refund of grant funds: The GRANTEE shall refund to the DEPARTMENT any overpayment of grant funds, as determined by the DEPARTMENT. Occurrences that could result in an overpayment include but are not limited to the following:

(1) The GRANTEE has unused grant funds after completing the project activities.
(2) The GRANTEE fails to carry out project activities.
(3) Grant funds were used for ineligible costs.
(4) The ratio of grant funds to match exceeds that permitted under the applicable grant legislation.
(5) The GRANT AGREEMENT is terminated pursuant to Article XIV (termination of grant agreement). If the termination is for convenience, the GRANTEE is not required to refund any funds for which the GRANTEE is eligible and which the GRANTEE is legally or contractually obligated to pay as of the date of its receipt of the written notice of termination required under Article XIV.

This provision does not limit the DEPARTMENT in exercising any other rights and remedies it may have under this GRANT AGREEMENT or under law or equity.

ARTICLE VI
ASSIGNMENT

The GRANTEE may not assign this GRANT AGREEMENT without the prior written approval of the DEPARTMENT.

The GRANTEE may not assign any claim for funds due or to become due under this GRANT AGREEMENT as collateral without the prior written approval of the DEPARTMENT. If such approval is granted, both the GRANTEE and the assignee shall promptly notify the DEPARTMENT in writing of the actual assignment and the intended collateral use. Approval of an assignment does not establish any legal relationship between the DEPARTMENT and the assignee, or any other third party. The DEPARTMENT assumes no liability for any act or omission committed pursuant to such an assignment.

ARTICLE VII
RECORDS; AUDITS

The GRANTEE, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records of costs, expenses and activities under this GRANT AGREEMENT. The DEPARTMENT may, at reasonable times, inspect, examine, copy and audit such records.

The records shall be maintained for three years from the date of final payment or, if an audit is subsequently performed, three years from the date of that audit. However, if such audit results in findings, the GRANTEE shall maintain all required records until the findings are resolved. The GRANTEE shall give full and free access to all such records to the DEPARTMENT.

The DEPARTMENT may perform, or require the GRANTEE to perform, a financial and/or performance audit. Any audit that the GRANTEE is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the DEPARTMENT.

ARTICLE VIII
FIDELITY BOND

(a) The GRANTEE shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers, or handle or control funds, checks, securities or property. If a check-signing machine is used which is not operated under the direct supervision of the authorized signer or counter signer, the machine operator shall be bonded in the same amount as the check-signer. The bond shall be adequate to insure the security of all funds received under this GRANT AGREEMENT.

(b) The DEPARTMENT may waive the fidelity bond requirement if the GRANTEE maintains an insurance policy or self-insurance that is adequate to protect the funds received under this GRANT AGREEMENT.

ARTICLE IX
AMENDMENTS

(a) Letter amendment; formal amendment: The GRANT AGREEMENT may be amended only in the following ways:

(1) Letter amendment: Any one or more of the following changes may be accomplished by means of a letter amendment: change in title of grant project, change in amount of grant funds, change in amount of the match, change in the GRANT AGREEMENT period, and change within the Project Scope in Appendix A. A letter amendment may not be used for any other type of change. A letter amendment is accomplished by means of a letter from the DEPARTMENT approving a written or electronic request or application by the GRANTEE. A letter amendment is not binding unless and until the provisions of this subparagraph are carried out. Therefore, any costs incurred by the GRANTEE prior to the performance of such provisions are incurred at the GRANTEE'S risk.

(2) Formal amendment: Any change in the GRANT AGREEMENT that is not addressed by a letter amendment shall be accomplished by a formal amendment. A formal amendment is not binding unless and until it is fully executed. Therefore, any costs incurred by the GRANTEE prior to the full execution of the amendment are incurred at the GRANTEE'S risk.

(b) Provisional extension: If the GRANTEE submits an electronic or written request for an extension of the GRANT AGREEMENT period, the GRANT AGREEMENT period will be automatically extended provisionally pending the DEPARTMENT'S decision on the request. In order for the provisional extension to occur, the request must be received by the DEPARTMENT on or before the end date of the GRANT AGREEMENT period in Appendix A.

Any costs incurred during a provisional extension of the GRANT AGREEMENT period are incurred at the GRANTEE'S risk; they will be ineligible for funding if the request for extension is subsequently denied.

If the request for extension is approved, an amendment extending the GRANT AGREEMENT period will be entered into in accordance with paragraph (a) and the extension will be retroactive to the first day of the provisional extension.

ARTICLE X
INDEPENDENT CONTRACTOR; SUBCONTRACTS

Independent contractor: The rights and duties granted to and assumed by the GRANTEE under this GRANT AGREEMENT are those of an independent contractor only. Nothing contained in this GRANT AGREEMENT shall be construed to create an employment or agency relationship between the DEPARTMENT and the GRANTEE.

Subcontracts: The GRANTEE shall not subcontract with any person or entity to perform any or all of the project activities without the express written consent of the DEPARTMENT. A conflict of interest under Article XVI (conflicts of interest), as determined by the DEPARTMENT, is a ground for withholding consent.

ARTICLE XI
PROGRESS REPORTS; INSPECTIONS

The GRANTEE shall furnish such progress reports as may be specified in Appendix A, or if not specified in Appendix A, as the DEPARTMENT may from time to time require. Such reports shall be in such form and contain such items as the DEPARTMENT requires.

The DEPARTMENT may make reasonable inspections and monitor the GRANTEE'S performance under this GRANT AGREEMENT.

ARTICLE XII
CLOSEOUT OF GRANT AGREEMENT

The GRANTEE shall submit to the DEPARTMENT an application for final payment or a final report, as instructed by the DEPARTMENT, along with documentation required by the DEPARTMENT. The submission shall be made within 60 days of either completion of project activities or the end date of this GRANT AGREEMENT, whichever occurs first, or at such later time as determined by the DEPARTMENT. The application, or final report, and documentation shall be on forms or in a format as required by the DEPARTMENT and shall state whether the project activities have been completed and whether all costs have been paid.

The DEPARTMENT will determine any overpayment or underpayment amount and any additional documentation or audit that may be necessary and will provide the GRANTEE with this determination.

ARTICLE XIII
SUSPENSION OF PROJECT

Upon written notice and at any time during the term of this GRANT AGREEMENT, the DEPARTMENT may suspend payments and/or request suspension of all or any part of the project activities. Such notice may be given if, in the opinion of the DEPARTMENT any of the following has occurred: (1) the GRANTEE has failed to submit a required report or may have violated a law or regulation or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity; (2) an inspection or audit has resulted in unsatisfactory findings; (3) an act of God, strike, disaster, or other circumstance beyond the GRANTEE'S control prevents adequate performance of project activities; (4) the GRANTEE has failed to comply with any condition of another agreement or contract with the DEPARTMENT; (5) the GRANTEE has violated any term or condition of this GRANT AGREEMENT.

During a suspension, the GRANTEE may not expend any grant funds (or interest, as applicable) and the provisions of Article V (fiscal duties of grantee) continue to apply.

The DEPARTMENT may rescind a suspension if it determines that such rescission is appropriate.

ARTICLE XIV
TERMINATION OF GRANT AGREEMENT

Termination for cause: The DEPARTMENT may terminate this GRANT AGREEMENT by giving written notice to the GRANTEE if, in the opinion of the DEPARTMENT, any of the following has occurred: (1) for any reason the GRANTEE fails to fulfill in a timely and proper manner its obligations under this GRANT AGREEMENT; (2) for any reason the GRANTEE breaches any of the conditions of this GRANT AGREEMENT; or (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this GRANT AGREEMENT. The notice of termination will be effective upon receipt.

Termination for convenience: The DEPARTMENT may terminate this GRANT AGREEMENT at any time by giving written notice to the GRANTEE. The notice shall be sent at least 15 days before the effective date specified in the notice. The 15 -day period may be waived by mutual agreement of the GRANTEE and the DEPARTMENT.

Upon termination, all project records shall be made available if requested by the DEPARTMENT and any overpayment of grant funds and interest (as applicable) shall be refunded to the DEPARTMENT as required under Article V (fiscal duties of grantee).

Termination of this GRANT AGREEMENT under this article will not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

ARTICLE XV
INDEMNIFICATION

The GRANTEE shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the GRANTEE or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE XVI
CONFLICTS OF INTEREST

The GRANTEE represents that it has no direct or indirect interest that would conflict with the performance of activities under this GRANT AGREEMENT and agrees that no such interest shall be acquired. In addition, the GRANTEE agrees that it will not enter into a subcontract for the performance of project activities that creates a conflict of interest between the GRANTEE and the subcontractor. As used in this article, the terms GRANTEE and subcontractor include their directors, officers, members, agents or employees.

Grant funds may not be used to benefit, either directly pursuant to this GRANT AGREEMENT or indirectly pursuant to a subcontract or any other means, any elected state official or employee of the DEPARTMENT, any family member of such official or employee, or any entity owned or controlled by such official, employee, or family member. "Family member" means parent, spouse, child, or sibling.

ARTICLE XVII
RIGHTS IN INTELLECTUAL PROPERTY; COPYRIGHT; DISCLOSURE, USE

(a) Work created under the Grant Agreement-license to Department: For any copyrightable work created under the GRANT AGREEMENT, the GRANTEE, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant to the DEPARTMENT, and upon creation of the work, expressly and automatically grants to the DEPARTMENT, a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute the work and to create, possess, use, display, reproduce and distribute derivative works. The grant of license to the DEPARTMENT is binding on successors and assigns of the GRANTEE and any employees, subcontractors, and other persons who create the work.

(b) Other work-license to Department: For materials, documents, and data delivered pursuant to the GRANT AGREEMENT that incorporate pre-existing intellectual property not created under the GRANT AGREEMENT, the GRANTEE grants to the DEPARTMENT a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute derivative works. The GRANTEE warrants that it has all the rights and permissions necessary to grant this license to the DEPARTMENT.

(c) Other intellectual property: For property developed under the GRANT AGREEMENT that is patentable or that can be subject to trademark or trade secret protection, the DEPARTMENT shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by federal law with respect to registration, ownership, and agreements to license, assign, or transfer rights.

(d) Proprietary rights; right of privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

(e) Disclosure and use; acknowledgment: The DEPARTMENT shall have the right to access, possess and use any information or data produced under the GRANT AGREEMENT and any information or data used in the development of the intellectual property produced under this GRANT AGREEMENT. In the disclosure, release, distribution, display, or use of any intellectual property produced under the GRANT AGREEMENT, acknowledgement of assistance shall be included in accordance with Article XVIII (acknowledgment of assistance).

(f) Effectuation and implementation of this article: For intellectual property produced under the GRANT AGREEMENT by the GRANTEE or by any employee, subcontractor, or other person, the GRANTEE is responsible for the implementation and effectuation of this article.

(g) Definition of "intellectual property": The term "intellectual property" means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes any data or information.

(h) Post-completion responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this GRANT AGREEMENT continue beyond the grant agreement period.

ARTICLE XVIII
ACKNOWLEDGEMENT OF ASSISTANCE

Sign: The GRANTEE shall erect and maintain on the project site a permanent sign acknowledging assistance from the DEPARTMENT. The sign will state that the project is a site provided by the GRANTEE with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Publication: Any product of the grant, including a publication, will include a statement that it was produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the grant agreement period.

ARTICLE XIX
MAINTENANCE AND OPEN USE RESPONSIBILITIES

The GRANTEE shall insure that, throughout its useful life, the site is (1) maintained properly and in accordance with applicable state and local requirements, (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions and to encourage public use, and (3) kept open and accessible to the public at reasonable hours and times of the year consistent with the nature and intended use of the site.

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

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

ARTICLE XX
NONDISCRIMINATION REGARDING ACCESS/RESIDENCY

The GRANTEE shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age, or sex.

The GRANTEE shall not discriminate in making the site, as well as reservation, membership, or permit systems for use of the site, available to all persons, except as to fees. Reasonable differences in admission, user or other fees are permitted on the basis of residency if the GRANTEE is a municipality, or on the basis of membership or other specific relationship with the GRANTEE if the GRANTEE is other than a municipality. Specifically, fees charged to non-residents or non-members for access to or use of the site may not exceed twice that charged to residents or members. Where no fee is charged for residents or members but a fee is charged to non-residents or non-members, the fee may not exceed that charged at comparable sites or facilities.

The GRANTEE shall not discriminate in making any publications, databases, software, or other products or services developed under this GRANT AGREEMENT available to the public. Specifically, prices or fees charged to non-residents or non-members may not exceed fair market value.

The term "municipality" means any county, city, borough, incorporated town, township, home rule municipality or any official agency created by the foregoing units of government under the laws of the COMMONWEALTH.

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

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

ARTICLE XXI
OWNERSHIP AND CONTROL; NON-CONVERSION OF USE

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

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

Real property: For any real property or interest in real property acquired pursuant to this GRANT AGREEMENT or donated as a match for the grant, the instrument of conveyance, such as the deed, easement agreement, or declaration of taking, shall include the language specified in Appendix A and shall be promptly recorded in the recorder of deeds office of the applicable county or counties.
Definition of "site": The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.
Continuing responsibility: The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

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

ARTICLE XXII
REMEDIES

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

The exercise of any remedy specified in this GRANT AGREEMENT does not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

No delay, discontinuance, failure, or abandonment by the DEPARTMENT in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall preclude or otherwise affect any of the DEPARTMENT?S rights or powers of enforcement. The rights and powers of the DEPARTMENT are cumulative and concurrent.

All rights and remedies of the DEPARTMENT at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this GRANT AGREEMENT, whether for breach or in accordance with its terms.

ARTICLE XXIII
LOCAL PROJECT COORDINATOR

The GRANTEE shall designate a local project coordinator who will be the authorized representative of the GRANTEE to deal with the DEPARTMENT in all matters relating to the GRANT AGREEMENT and the grant project. The local project coordinator will be the person identified in the grant application submitted by the GRANTEE unless changed by written notification from the GRANTEE.

ARTICLE XXIV
SEVERABILITY

If any portion of this GRANT AGREEMENT is rendered void, invalid or unenforceable by any court of law, such a determination will not render void, invalid or unenforceable any other portion of this GRANT AGREEMENT.

ARTICLE XXV
APPLICABLE LAW AND FORUM; CONSTRUCTION

This GRANT AGREEMENT is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions), or under federal law where applicable, and the decisions of the Pennsylvania courts. The GRANTEE consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the GRANTEE, and the GRANTEE consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

ARTICLE XXVI
ENTIRE AGREEMENT; NO RIGHTS IN THIRD PARTIES

Subject to the provisions in Article III (compliance with applicable statutes, regulations and other requirements) and Article IX (amendments), this GRANT AGREEMENT constitutes the complete agreement of the parties.

No provision of this GRANT AGREEMENT may be construed to create rights in third parties not party to this GRANT AGREEMENT. This GRANT AGREEMENT defines specific duties and responsibilities between the DEPARTMENT and the GRANTEE and will not provide any basis for claims of any other individual or entity.

ARTICLE XXVII
SPECIAL CONDITIONS

This article is normally left blank. However, if the project requires any special language to cover a specific/special condition, it is included in this article.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF RECREATION AND CONSERVATION

COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM

GRANTEE/PROJECT LOCATION (COUNTY):
CUMBERLAND TOWNSHIP
Adams County

M.E. NO./WEB ID: 2011015
AGREEMENT NO.: BRC-TAG-30-161

PROJECT TYPE/TITLE:
Community Program - Comp. Rec., Park & Open Space and Greenway Plans
Comprehensive Recreation, Park and Open Space Plan-Planning

FUNDING SOURCE:
Keystone Recreation, Park and Conservation Fund

PROJECT SCOPE:

Prepare a Comprehensive Recreation, Park and Open Space Plan for Cumberland Township, Adams County. Work to include an electronic written report.

GRANT AGREEMENT PERIOD:

Beginning Date: 1/1/2025

Ending Date: 12/31/2027

PROJECT BUDGET:

Grant Amount(s)		Local Match(es) for	
Keystone Recreation, Park and Conservation Fund	$40,000.00	Keystone Recreation, Park and Conservation Fund	$40,000.00
Total Grant Amount	$40,000.00	Total Local Match	$40,000.00

TOTAL PROJECT COST: $80,000.00

APPENDIX A

Payment (referenced in Article IV of grant agreement)

Upon receipt of an electronic request from the GRANTEE, the DEPARTMENT may issue an advance payment to the GRANTEE. The advance payment will not exceed 25% of the approved grant amount.

Subsequent payments will be made to coincide, to the extent feasible, with the expenditure of cash by the GRANTEE. The GRANTEE must request such payments electronically based on the GRANTEE'S estimate of funds needed to meet current disbursements. The DEPARTMENT may set a minimum payment amount for each request for payment. The DEPARTMENT will withhold a percentage of grant funds for final payment in accordance with the paragraph below.

The DEPARTMENT will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been inspected and approved by the DEPARTMENT; the GRANTEE has submitted the final payment application and documentation required by the DEPARTMENT under Article XII (closeout of grant agreement); and the DEPARTMENT has approved such application and documentation.

Interest (referenced in Article V (b) of grant agreement)

Grant funds shall be deposited pursuant to Article V (a) in an interest-bearing account and maintained in the account until expended. The following provisions apply regarding interest:

(1) Interest shall be maintained and separately identified in the account until used or paid to the DEPARTMENT in accordance with (2), (3), or (4) below. Interest earned and interest expended shall be reported as part of the closeout documentation required under Article XII (closeout of grant agreement).
(2) Subject to the approval of the DEPARTMENT, the GRANTEE may use interest to carry out project activities.
(3) Interest not used for project activities shall be paid to the DEPARTMENT.
(4) If grant funds are required to be refunded to the DEPARTMENT under Article V (d), XIV, or XXII, interest shall also be paid. The amount of interest will be the amount actually earned or, as determined by the DEPARTMENT, the amount that would have been earned if the grant funds had been maintained in an interest-bearing account as required above.

Acknowledgement of assistance (referenced in Article XVIII of grant agreement)

The sign, publication, or other product of the grant will acknowledge financial assistance from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, and will identify the type of grant that was the source of funding as the Keystone Recreation, Park and Conservation Fund.

Ownership and control, non-conversion of use (referenced in Article XXI of grant agreement)

For a fee simple interest in real property acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the declaration of taking or deed will include the following restriction:

[This provision revised 11/15/2010.] This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources (""Department""). The source of the funds is the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

For an easement acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the instrument of conveyance will include the following restriction:

[This provision revised 11/15/2010.] This conservation easement was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources (""Department"") under the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This easement is a conservation servitude over the property in perpetuity and as such is binding on all current and subsequent easement holders and their personal representatives, successors and assigns. The Department and its successors have the following rights with respect to this easement: a) the right to compel transfer of Holder's rights and duties under this easement to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area; b) a right of prior approval of any amendment of this easement to determine whether the amendment permits uses of the State Program Area not permitted under the State Program or permits uses of other portions of the Property in a manner that would materially adversely affect the State Program Area; c) a right of prior approval of any transfer of Holder's rights and duties under this easement with respect to the State Program Area; and d) the right to exercise the Holder's rights and duties under this easement if Holder fails to uphold and enforce the provisions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area.

APPENDIX B
CONTRACTOR RESPONSIBILITY AND OFFSET

CONTRACTOR RESPONSIBILITY

1. **Definition**. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

2. **Contractor Representations**.

   a. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

   b. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

3. **Notification**. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

4. **Default**. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

5. **Reimbursement**. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. **Suspension and Debarment List**. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at https://www.emarketplace.state.pa.us and clicking the Debarment list tab.

OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

APPENDIX C
GRANTEE INTEGRITY

1. **Definitions**. For purposes of these Grantee Integrity Provisions, the following definitions apply:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.

c. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

d. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [url], as may be amended, 4 Pa. Code §7.153(b), apply.

f. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

2. **Representations and Warranties**.

a. **Grantee Representation and Warranties**. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:

I. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

II. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
III. had any business license or professional license suspended or revoked;
IV. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
V. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

b. **Grantee Explanation**. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

c. **Further Representations**. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

d. **Notice**. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

3. **Grantee Responsibilities**. During the term of this agreement, the Grantee shall:

a. maintain the highest standards of honesty and integrity.

b. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.

c. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.

d. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

e. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

f. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.

g. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.

h. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

4. **Investigations**. If a State Inspector General investigation is initiated, the Grantee shall:

a. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

b. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

c. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

5. **Termination**. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the

Commonwealth may have under law, statute, regulation, or otherwise.

6. **Subcontracts**. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

APPENDIX D
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. **Representations**. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

2. **Nondiscrimination/Sexual Harassment Obligations**. The Grantee shall not:

a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

3. **Establishment of Grantee Policy**. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations**. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

5. **Cancellation or Termination of Agreement**. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

6. **Subgrant Agreements, Contracts, and Subcontracts**. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best

efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

APPENDIX E
RIGHT-TO-KNOW LAW

1. **Applicability**. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.

2. **Grantee Assistance**. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

   a. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

   b. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.

3. **Trade Secret or Confidential Proprietary Information**. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

4. **Reimbursement**

   a. **Commonwealth Reimbursement**. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

   b. **Grantee Reimbursement**. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

5. **Challenges of Commonwealth Release**. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

6. **Waiver**. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

7. **Survival**. The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

APPENDIX F
AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

1. **Payment Method**. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following: https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx

2. **Unique Identifier**. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency?s payment to the respective invoice or program.

3. **ACH Information in the Commonwealth's Master Database**. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

APPENDIX G
AMERICANS WITH DISABILITIES ACT

1. **No Exclusion**. Pursuant to the Americans with Disabilities Act, 42 U.S. Code ? 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.

2. **Compliance**. For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination? set forth in 28 C. F. R. 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

3. **Indemnification**. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

APPENDIX H
WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

1. Construction Workplace Misclassification Act;
2. Employment of Minors Child Labor Act;
3. Minimum Wage Act;
4. Prevailing Wage Act;
5. Equal Pay Law;
6. Employer to Pay Employment Medical Examination Fee Act;
7. Seasonal Farm Labor Act;
8. Wage Payment and Collection Law;
9. Industrial Homework Law;
10. Construction Industry Employee Verification Act;
11. Act 102: Prohibition on Excessive Overtime in Healthcare;
12. Apprenticeship and Training Act; and
13. Inspection of Employment Records Law.

APPENDIX I

This grant includes no federal money; Appendix I contains no provisions.

EXHIBIT D
DCED GRANT AGREEMENT

Contract No: **C000092769**

COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

GREENWAYS, TRAILS, AND RECREATION PROGRAM
GRANT AGREEMENT

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

CUMBERLAND TOWNSHIP
1370 Fairfield Road
Gettysburg PA 17325

(the "Grantee").

BACKGROUND:

Section 2315(a.1)(1)(iv) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

ARTICLE I
AMOUNT OF THE CONTRACT

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **FORTY THOUSAND DOLLARS ($40,000.00) AND NO CENTS------** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

ARTICLE II
EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2028**, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

ARTICLE III
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **JANUARY 28, 2025** and **JUNE 30, 2028** (the "Grant Activity Period") as follows:

(1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

(2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate must not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

(1) Grant payments under this Grant are conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.

(2) Costs allocated to program administration are limited to those described in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant described in the Article entitled Amendments and Modifications.

(3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All approved costs, including activities contributed by the Grantee or others and charged to the project account, must be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

(1) Misuse or Failure to Use Funds.

(A) The Grantee shall use the funds granted under this agreement, or as much as may be necessary, to carry out the project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds previously paid.

(B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return the funds to the Grantor.

(C) In the event the Grantor is entitled to repayment of all or a portion of the funds granted under this agreement, the repayment may include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them.

Repayment must be in the form and manner directed by the Grantor.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

If the Grantee

(i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

(ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. Repayment must be in the form and manner directed by the Grantor.

ARTICLE IV
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

(a) Liability Insurance:

The Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. The policies must not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workers' compensation insurance where it is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

ARTICLE V
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

All activities authorized by this Grant must be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and any additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth in this provision and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee shall comply with all applicable state statutes and regulations.

(b) Commonwealth Standard Terms and Conditions:

(1) Definitions. Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

(2) Indemnification. The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

(3) Nondiscrimination/Sexual Harassment.

(A) Representations. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

(B) Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

(i) in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of

the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(ii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

(iii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

(iv) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

(v) in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

(C) Establishment of Grantee Policy. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

(D) Notification of Violations. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

(E) Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

(F) Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

(4) Grantee Integrity.

(A) Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:

(i) "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

(ii) "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.

(iii) "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

(iv) "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

(v) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.

(vi) "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

(B) Representations and Warranties.

(i) Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

(ii) Contractor Explanation. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at

the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

(iii) Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.

(iv) Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

(C) Grantee Responsibilities. During the term of this agreement, the Grantee shall:

(i) maintain the highest standards of honesty and integrity.

(ii) take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.

(iii) establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.

(iv) not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

(v) not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

(vi) comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.

(vii) comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.

(viii) immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

(D) Investigations. If a State Inspector General investigation is initiated, the Grantee shall:

(i) reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

(ii) cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

(iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

(E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

(5) Contractor Responsibility.

(A) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

(B) Contractor Representations.

(i) The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

(ii) The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

(C) Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

(D) Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

(E) Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(F) Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at http://www.emarketplace.state.pa.us and clicking the Debarment list tab.

(6) Americans With Disabilities Act.

(A) No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.

(B) Compliance. For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

(C) Indemnification. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

(7) Applicable Law and Forum.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

(8) Right to Know Law.

(A) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

(B) Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

(i) access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes

is a public record under the RTKL, within ten calendar days after receipt of written notification; and

(ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

(C) Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

(D) Reimbursement.

(i) Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

(ii) Contractor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

(E) Challenges of Commonwealth Release. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

(F) Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the

Commonwealth's disclosure of Requested Information pursuant to the RTKL.

(G) Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

(9) Offset.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

(10) Automated Clearing House (ACH) Payments. [INTENTIONALLY OMMITTED]

(11) Worker Protection and Investment. [INTENTIONALLY OMMITTED]

(c) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors, in the performance of their obligations under this Grant, shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(d) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

If the Grantee:

(A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

(B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

(A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and

(B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

ARTICLE VI
ASSIGNMENT, TRANSFER, COLLATERAL USE

This Grant is binding upon and inures to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights under this agreement without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances will the Commonwealth be held liable for any act or omission committed pursuant to an assignment.

ARTICLE VII
INDEPENDENT CONTRACTOR

Notwithstanding anything contained in this agreement to the contrary, the rights and duties granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained in this agreement is construed to create an employment, agency or partnership relationship between the Grantor and the Grantee.

ARTICLE VIII
INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the Grant proceeds.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official, any employee of the Grantor, immediate family member (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild) of elected state official, or Grantor's employees, or any entity in which any above listed person shall have an ownership interest of 5% or greater, or in which entity above listed person has a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and

will not enter any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX
SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities governed by this agreement without prior written approval of the Grantor. Prior written approval is not required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor will be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b)(3). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

ARTICLE X
BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding all grants, subgrants, contracts, subcontracts or other agreements in excess of $10,000.00 for construction, reconstruction, demolition, alteration and repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when the grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. Open and competitive bidding procedures require the Grantee to obtain a minimum of three arm's length bids from vendors capable of providing the goods and performing the services requested. Arm's length transactions occur when the parties to the transaction are not related to one another and each party is acting in its own self-interest. The Grantor may require the Grantee to submit proof of compliance with these procedures, and failure to provide proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's

sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI
RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of the records.

All required records must be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In that event, records must be maintained until all pending matters are resolved.

ARTICLE XII
PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor progress reports in the form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

If the Grantor determines that the Grantee or its subcontractor(s) has not furnished the reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until the required reports are submitted.

ARTICLE XIII
ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant
from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging the Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date

of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV
CONTRACT CLOSEOUT REQUIREMENTS

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms of this Contract remain in effect and be binding upon the parties to this agreement until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

ARTICLE XV
TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and request suspension of all or any part of the Grant activities. The Grantor may give notice to suspend for the following reasons:

(a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.

(b) When, in the opinion of the Grantor, the activities cannot be continued in a manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available all funds previously approved for application to the activities. During this period all such funds held by the Grantee must be placed in an interest bearing program expenditures account. The Grantee may not expend any of the funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee’s timely submission of the required final audit of past agreements or

contracts to the Grantor. If the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, shall suspend payments under this Grant until the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor shall resume payments under this Grant.

ARTICLE XVI
TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of the termination and specifying the termination effective date. Termination pursuant to this section must not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, must be returned to the Grantor on or before the effective date of termination and all project records must be made available to the Grantor.

ARTICLE XVII
ENTIRE AGREEMENT

This Grant, when signed by all the parties to this agreement, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant is construed in any manner so as to create any rights in third parties not party to this Grant. It is interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and does not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE XVIII
AMENDMENTS AND MODIFICATIONS

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. An amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

ARTICLE XIX
SEVERABILITY

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, the determination does not render void, invalid, or unenforceable any other section or part of any section of this Grant.

ARTICLE XX
CONSTRUCTION

All of the terms of this Grant are expressly intended to be construed as covenants as well as conditions. The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

ARTICLE XXI
NONWAIVER OF REMEDIES

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect the right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce the right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms contained in the agreement regardless of any conduct or custom on the part of the Grantor in refraining from so doing at any time. The failure of the Grantor at any time to enforce its rights under this agreement, is not construed as having modified, waived, or created a custom in any way or manner contrary to specific provisions of this Grant.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

CUMBERLAND TOWNSHIP

GRANTEE: Please sign & complete at "X's" only

↓

X "[Signature Affixed Electronically – see last page]"

X "[Signature Affixed Electronically – see last page]"

For Authority signatures only

↓

Commonwealth Financing Authority

"[Signature Affixed Electronically – see last page]"
Executive Director

For Commonwealth signatures only

↓

Approved as to Legality and Form

"[Signature Affixed Electronically – see last page]"
Authority Counsel

"[Signature Affixed Electronically – see last page]"
Office of Attorney General

Commonwealth Financing Authority
Harrisburg PA, 17120

February 4, 2025

David Blocher, Township Manager
Cumberland Township
1370 Fairfield Road
Gettysburg, PA 17325

RE: Greenways, Trails, and Recreation Program ($40,000)
Cumberland Township Parks, Recreation and Open Space Plan Project

Dear Township Manager Blocher:

I am pleased to inform Cumberland Township (*the "Applicant"*) that the Commonwealth Financing Authority *(the "CFA")*, at its meeting held January 28, 2025, approved your application *(the "Application")* for a grant in an amount up to FORTY THOUSAND DOLLARS ($40,000) *(the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for professional services associated with the Cumberland Township Parks, Recreation and Open Space Plan Project *(the "Project")* at the property located in Cumberland Township, Adams County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and a certificate of insurance.

2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of $25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Please note, certified payrolls will be required to be submitted as part of the reimbursement process. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.

3. The Applicant must provide the CFA with copies of all approved permits, if applicable.

4. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.

5. Compliance with the program guidelines.

6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.

7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.

8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.

9. The Applicant will maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.

10. The Project must be completed prior to the expiration of the grant agreement.

11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.

12. The Applicant will be required to submit a copy of any reports prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made.

Exhibit B further describes the procedure to access the Grant funds after all of the necessary conditions are met.

If you should have any questions regarding this Grant, please contact the Office of Business Financing at (717) 787-6245.

Sincerely,

Mandy L. Book

Mandy L. Book
Executive Director
Commonwealth Financing Authority

EXHIBIT A

PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on “public work” as defined in the PWA. Information on the PWA and the definition of “public work” may be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html.

The Act’s definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner’s in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I’s Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I’s assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html. From that webpage, you will see a link for “Prevailing Wage Rates Determination Request Form.” Follow that link to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

EXHIBIT B

INSTRUCTIONS FOR RECEIVING GRANT FUNDS

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

The Grant Agreement will be received electronically. Upon receipt, complete the electronic signature process within the allotted timeframe. A fully executed copy of the grant agreement will be emailed to you with a copy of a payment request form for requesting payment.

PAYMENT OF FUNDS

The CFA requires the Applicant to provide completed payment request forms, as indicated in the provided sample, and supporting backup documentation verifying the costs incurred to include executed construction contracts with the required nondiscrimination/sexual harassment provision, invoices, and any other applicable documents. Funds will not be disbursed until the CFA receives copies of all required permit approvals.

The Applicant will provide a payment request form requesting **reimbursement** of any eligible costs after the receipt of the fully executed grant agreement. Funds will be disbursed at 85% of actual approved costs incurred.

Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.

The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

The payment request will take from 2-3 weeks to process.

> NOTE: Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

FINAL INSTRUCTIONS

Final invoices must be submitted following the completion of the Project for **costs incurred prior to the expiration of the grant agreement. Costs incurred after the expiration date are not eligible for reimbursement.** All payment requests and invoices must be submitted no later than the 1st day of the second month after the expiration date.

Contract: C000092769 - Signature Log

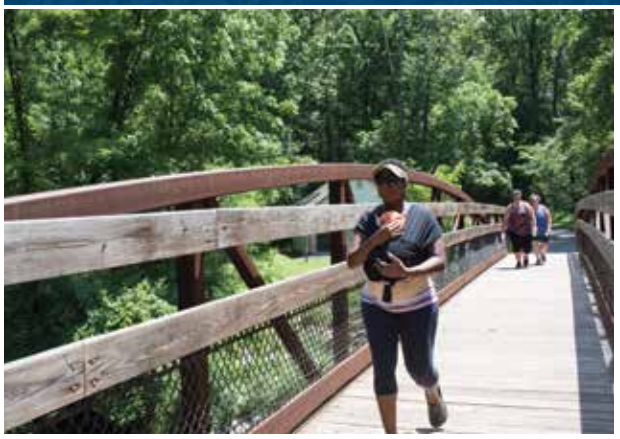
	Date	Name	Title
Grantee	02/20/2025	David Blocher	Township Manager
Grantee	02/20/2025	Shaun Phiel	Chairman of the Board of Supervisors
Chief Counsel	02/20/2025	Black, Jaime	CWOPA Employee
Executive	02/20/2025	Book, Mandy	CWOPA Employee
OAG	03/06/2025	Bettina Peluso	OAG

EXHIBIT E

2025-2029 DCNR STATEWIDE OUTDOOR COMPREHENSIVE PLAN (SCORP)

OUTDOOR PLACES, SHARED SPACES

Pennsylvania's 2025-2029 Statewide Comprehensive Outdoor Recreation Plan









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The preparation of this plan (the study, analysis, public engagement, writing and design, etc.) was financed in part through a planning grant from the National Park Service, United States Department of the Interior, under the provisions of the Land and Water Conservation Fund Act of 1965 (Public Law 88-578) as amended.

TAC Member List

AARP
Teresa Osborne

Allegheny National Forest
Jamie Feikls
Jamie Davidson

Allegheny Outfitters
Piper Van Ord

Army Corps of Engineers
Jeffrey Piscanio

Bedford County Development Alliance
Jennifer Marsh

Cycle Forward
Amy Camp

Friends of the Riverfront
Courtney Mahronich Vita
Kelsey Ripper

Gov. Advisory Council for Hunting, Fishing and Conservation
Derek Eberly
Michele Kittell Connolly

Heritage PA
Cain Chamberlin

Lancaster County Conservancy
Fritz Schroeder

Let's Go Outdoors
Tarsha Scovens

National Park Service
Helen Mahan

Natural Lands
Rick Tralies

Next Gen Council
Lisa Grab
Rachel Stark

Kennett Outdoors
Peter Doehring

PA Department of Aging
Gabrielle Szymanski
Kevin Hancock

PA Department of Community & Economic Development
Lisa Mroszczyk Murphy
Mandy Book

PA Department of Education
Tamara Peffer

PA Department of Environmental Protection
John Ryder

PA Department of Health
Kelly Dupler

PA Department of Transportation
Trish Meek

PA Fish & Boat Commission
Kim Garris

PA State Game Commission
Curtis Noll

PA Historical & Museum Commission
Andrea Lowery
Melissa Mann

PA Parks & Forests Foundation
Marci Mowery

PA Recreation & Park Society
Tim Herd
Niki Tourscher

Pennsylvania Downtown Center
Julie Fitzpatrick

Pennsylvania Environmental Council
Brett Hollern

Pennsylvania Statewide Independent Living Council
Mike Grier

Pennsylvania Wilds Center for Entrepreneurship
Tataboline Enos

Philadelphia Parks & Recreation
Leigh Ann Campbell

Pittsburgh Parks Conservancy
Ross Chapman

Pocono Mountains Visitor's Bureau
Chris Barrett

Richard King Mellon Foundation
Curan Bonham

Schuylkill County's VISION
Mandy Fitzpatrick

Schuylkill River Greenway Association
Jacob Gardner

SEDA-COG
Kim Wheeler

The Common Wheel
Adriana Hursh

The Outdoor Inclusion Coalition
Marcus Shoffner

Trust for Public Land
Owen Franklin
Elizabeth Class-Maldonado

US Department of Agriculture - Rural Development Office
Bob Morgan

Venture Outdoors
Luke Borowy

WeConservePA
Andy Loza

Women & Girls Foundation of Pennsylvania
Camila River-Tinsley

DCNR Recreation Team

Ali Bowling
Trish Newdeck
Tyler Semder
Paula Devore
Matthew Crosbie
Ashley Shultz
Christine Ticehurst
Jeremy Newman
Greg Czarnecki
Cynthia Dunlap
Dave Maher
Kelly Rossiter
Jarod West
Joseph Herbstritt
Sherri Anderson
Irina Beal
Aaron Bierly
Al Germann
Chris Kemmerer
Josh VanBrakle
Tara Ramsey
Christine Dettore
Rachel Eckman
Claire Jantz
Meredith Hill
Morgan Allgrove-Hodges
Justin Royer
Ryan Dysinger
Nicole Faraguna
Cheri Matter
Marisa Sprowles

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Plan Design
Jon Pelky, Graphics & Design

Plan Writer and editor:
Brandon Hoover, DCNR

Contributing Writers:
Alex MacDonald
Gretchen Leslie
Adam Mattis
Adriene Smochek
Jeanne Barrett Ortiz
Lindsay Baer
Lori Yeich
Zachary Lee
Nathan Reigner
Janice Mullin
Arlene Marshall-Hockensmith
Nicole Faraguna
Ali Bowling

Photo Credits:
Gretchen Leslie
Wesley Robinson
Adam Mattis
Sherri Anderson
Mike Walsh
Lindsay Baer
Marcus Shoffner
Delaware & Leigh National Heritage Corridor
Brett Hollern
Adriene Smochek
Silas Chamberlin
Caitlyn Handlin

GOVERNOR JOSH SHAPIRO

My Fellow Pennsylvanians:

Pennsylvania is home to some of America's best parks, trails, and forests — and for me, there's no better place to be than on a Pennsylvania trail with my wife, our First Lady, Lori Shapiro and our four kids. Whether it's hiking through the Pennsylvania Wilds, paddling on a scenic river, or spending the day at a state park, our outdoor spaces make our Commonwealth special.

That's why I'm proud to present the **2025-29 Pennsylvania Statewide Comprehensive Outdoor Recreation Plan (SCORP)**, *Outdoor Places, Shared Spaces* — a roadmap to preserving, enhancing, and expanding access to the outdoor spaces that bring us together, strengthen communities, and drive our economy forward. Built on input from over 8,000 Pennsylvanians, this plan reflects our shared vision for the future of outdoor recreation.

Under my Administration, the **Department of Conservation and Natural Resources (DCNR)** has made historic investments in our public lands — creating jobs, strengthening conservation, and ensuring every Pennsylvanian has safe, accessible outdoor spaces. We made the largest investment in modernizing state parks and forests in decades, improving access and making public lands more welcoming. We also launched the Office of Outdoor Recreation to unite and grow our $19 billion outdoor economy, which now supports 168,000 jobs across Pennsylvania.

Outdoor recreation isn't just about enjoying nature — it's a major economic driver. Each year, nearly 40 million visitors explore our state parks, supporting small businesses and boosting local economies. DCNR's Community Conservation Partnerships Grant Program have funded hundreds of park, trail, and river projects, while initiatives like the Pennsylvania Outdoor Corps are creating new career pathways in conservation. Sustainability remains a priority, with energy-saving projects improving the long-term health of our parks and forests, and Pennsylvania earning national recognition for 25 years of strong forest management.

In 2024, I launched ***Pennsylvania: The Great American Getaway*** — our new tourism brand — to showcase everything our Commonwealth has to offer, especially our incredible outdoor spaces. Our state parks are central to this initiative, providing free recreation while boosting local economies. To highlight the $76 billion impact of tourism in Pennsylvania — particularly the value of nature-based tourism — I took to the road with my family on a multi-day RV trip, visiting state parks, forests, and trails. Just a short

drive for more than 70 million Americans, Pennsylvania offers endless opportunities to explore, unwind, and connect with nature.

As we look ahead, I encourage every Pennsylvanian to take advantage of our state's outdoor treasures. Whether it's a weekend camping trip, a walk in your neighborhood park, or a scenic drive along a heritage corridor, these experiences enrich our lives and strengthen our communities.

Thank you to DCNR, our community partners, and every Pennsylvanian who contributed to this plan. Together, we will ensure that Pennsylvania remains a national leader in outdoor recreation, conservation, and community well-being for generations to come.

Sincerely,

Governor Josh Shapiro



Office of the Governor | Harrisburg, PA | www.pa.gov

EXECUTIVE SUMMARY

The **2025 Pennsylvania Statewide Comprehensive Outdoor Recreation Plan (SCORP)** outlines a strategic vision for advancing outdoor recreation in Pennsylvania from 2025-2029. Titled "*Outdoor Places, Shared Spaces*," the plan emphasizes the role of local parks and outdoor recreation in promoting community well-being, economic development, and environmental stewardship.



Plan Development and Findings

The plan was informed by public input through surveys, stakeholder meetings, and innovative tools like mobility data analysis. Insights from over 8,000 residents and recreation providers identified key trends, barriers, and priorities for the next five years.

Highlights of Prior Achievements (2020 Plan)

- Addition of three new state parks and closure of 12 trail gaps since 2020 with progress made on many more.
- Creation of the Office of Outdoor Recreation to connect businesses and communities.
- Investment of an additional $268 million beyond normal operating budget in infrastructure and local recreational projects.
- Over 4 million trees planted in riparian buffers, urban communities and converted lawns.
- Addition of 10 new ADA accessible kayak launches or piers in state parks.



Key Priorities

Building on the success of the previous plan and leveraging the incredible public support for outdoor recreation, the 2025 to 2029 Recreation Plan looks to accomplish 15 goals with over 50 action items. By collaborating with partner organizations, local governments, and state agencies Pennsylvania can continue to build on success and tackle new challenges in the years to come. The five priority areas listed below are by no means comprehensive but rather look to address some of key challenges faced by communities across Pennsylvania and leverage the opportunities available in 2025 and beyond.

Promoting Community and Economic Development: From 2022 to 2023, Pennsylvania's outdoor economy grew by 9.6% from $17 billion to $19 billion. Outdoor recreation is showing strength across the Commonwealth by connecting communities, attracting tourism, and creating more than 168,000 jobs in the outdoor industry and associated local businesses. It is a key priority to further support communities connecting with natural resources and visitors while concurrently protecting Penn's Woods.

GOALS:

- Support communities in creating vibrant and resilient regions through outdoor economic development.
- Further elevate Pennsylvania as a hub for outdoor recreation and adventure for all people.
- Support the growth of outdoor businesses and career opportunities.



Advancing Health and Wellness: Outdoor recreation contributes significantly to physical and mental health, with 82% of Pennsylvanians citing its importance for their mental well-being. Since the COVID pandemic, public recreation has become essential for residents, with participation in outdoor activities rising by 10% since 2020. Creating healthy and safe communities by connecting people to local parks and natural resources through active transportation and supporting physical and mental health programs is a key priority for Pennsylvania over the next five years.

GOALS:

- Prioritize safe access to recreation spaces and facilities by creating walking and biking networks that support healthy and active lifestyles for all Pennsylvanians.
- Promote outdoor recreation as an essential part of the physical and mental healthcare system.
- Create environments where everyone feels safe to recreate.

Supporting Access and Inclusion: Pennsylvania is a more diverse state than five years ago and requires a diversity of outdoor offerings and an emphasis to ensure equitable access to natural resources. Demographic shifts such as a growth in the 65+ population will require more information available on trails or accessible features at local parks. Addressing demographic shifts and ensuring equitable access to outdoor resources through culturally appropriate opportunities, equitable funding for under resourced or historically marginalized communities, and building inclusive infrastructure is a key priority for the next five years.

GOALS:

- Create access to recreation for all skill levels, abilities, and experiences.
- Create greater recreation opportunities for aging populations and people who experience disabilities or chronic health conditions.
- Strengthen relationships and support systems amongst historically marginalized and underrepresented communities and the outdoors.



Addressing Infrastructure and Maintenance: Meeting the changing recreation needs of current and future generations while managing a backlog of infrastructure is a difficult process for local land managers. A cohesive effort is needed to develop a work force, close trail gaps, maintain current recreation facilities, and develop new parks and trails to meet growing demand. Since 2009, 60 trail gaps have been closed, and recent investments led to the addition of three new state parks. Prioritizing the development and sustainability of parks, trails, and waterways, including addressing gaps in connectivity and maintenance needs.

GOALS:

- Create career and volunteer pathways into the field of conservation and recreation.
- Invest in recreation maintenance and infrastructure for long term sustainability.
- Build and maintain safe, accessible, and reliable infrastructure for all.

Progressing on Sustainability and Climate Change: Promoting sustainable practices and preparing for climate change impacts requires a sensitive balance of protecting habitat while providing recreational opportunities. There are tensions that may exist on the surface, but sustainable planning can be beneficial for both habitat conservation and human wellbeing. Planting trees and expanding green infrastructure can improve environmental resilience, while also providing needed shade for local parks. Pennsylvanians listed protecting open space and habitat for wildlife and fish as one of the top funding priorities along with park maintenance and trails. Further, 63% of Pennsylvanians express concern about the impact of climate change on their recreational opportunities. Tackling environmental challenges by planting trees, preserving public lands, and integrating climate resilience into park planning is not an unconventional practice – it is integral to meeting the needs of Pennsylvanians.

GOALS:

- Protect and restore ecosystems that provide recreation, wildlife habitat, climate resilience, pollution reduction, and flood mitigation.
- Design parks and recreation areas to mitigate the effects of climate change and adapt to its impacts.

This plan builds on Pennsylvania's rich natural resources and strong conservation legacy, aiming to enhance the state's status as a hub for outdoor adventure and well-being while addressing evolving challenges and opportunities.



INTRO

More than 120 years ago, Pennsylvania's forests were clearcut to help build the nation at the turn of the 20th century. Fast forward to today, and one can see the vast improvements made by the people who passionately restored and protected Pennsylvania's natural resources so today millions of people can enjoy all that the Commonwealth has to offer – from local parks to national forests, residents and visitors alike are enjoying clean air, natural waterways, nation-leading trail networks, and so much more.



Article 1. Sec. 27 of the state Constitution established that the people of Pennsylvania *have a right to clean air, pure water, and to the preservation of the natural, scenic, historic, and esthetic values of the environment*. Otherwise known as the Environmental Rights Amendment, it holds the Commonwealth to a standard of conserving and maintaining natural resources for the benefit of all the people. Preserving and enhancing recreation on public lands, heritage areas and historic sites, and supporting private, public, and non-profit entities in outdoor recreation can help grow the opportunities for Pennsylvanians to enjoy the natural and historic assets of the Commonwealth.

Outdoor recreation in Pennsylvania is situated in the "triple-bottom line" space – an essential driver of many communities social, economic, and environmental wellbeing. Pennsylvanians report overwhelmingly that recreation is an essential part of their wellbeing, and communities are placing an incredibly high value on improving their air and waterways with creative land conservation, tree plantings, and native plantings. And just as important, communities of people are thriving because of the outdoor recreation economy in Pennsylvania. A $19 billion industry, making up just under two percent of the state's GDP, the outdoor economy is booming and showing communities the economic value of protecting those previously clearcut Pennsylvania forests.



How This Plan is Used

Every five years, DCNR is responsible for developing the Comprehensive Recreation Plan as the manager and distributor of the Land and Water Conservation Fund. While DCNR takes the lead role, the plan is meant to be a road map and technical resource for all of Pennsylvania's municipalities, counties, regional planning organizations, state agencies, non-profit partners, and outdoor recreation advocates. Partners can use the plan and research to guide municipal planning, support local and regional investment, or for outdoor recreation program development. DCNR uses the Recreation Plan to support its selection of state and federally funded grants through its Open Project Selection Process (OPSP).





COMMUNITY CONSERVATION AND PARTNERSHIP PROGRAM

The DCNR Bureau of Recreation and Conservation (BRC) builds connections between people and the outdoors through recreation, conservation, and partnership projects throughout Pennsylvania. BRC provides grants and technical assistance to local governments and partner organizations for projects related to recreation, parks, trails, open space, rivers, watershed forestry, environmental education, heritage areas, and conservation landscapes.

To support DCNR's Open Project Grant Selection Process with State and Federal LWCF money, DCNR's Bureau of Recreation and Conservation administers the Community Conservation Partnerships Grant Program (C2P2), which funds park planning and development; land acquisition; trail acquisition, planning and development; rivers conservation and riparian buffers; and partnerships. This plan provides the foundation for the criteria to evaluate and rank application submissions for state and LWCF grant funds. Pennsylvania's LWCF funding priorities for the next five years include:

Rehabilitation

- Existing public parks, trails, and recreation amenities focusing on improving equity in access.
- Existing water infrastructure and water access in public parks.

Development

- New public parks, trails, and recreation amenities focusing on improving equity in access.
- Trail projects that would close Pennsylvania's Priority Trail Gaps.
- Water infrastructure and water access in public parks.

Acquisition

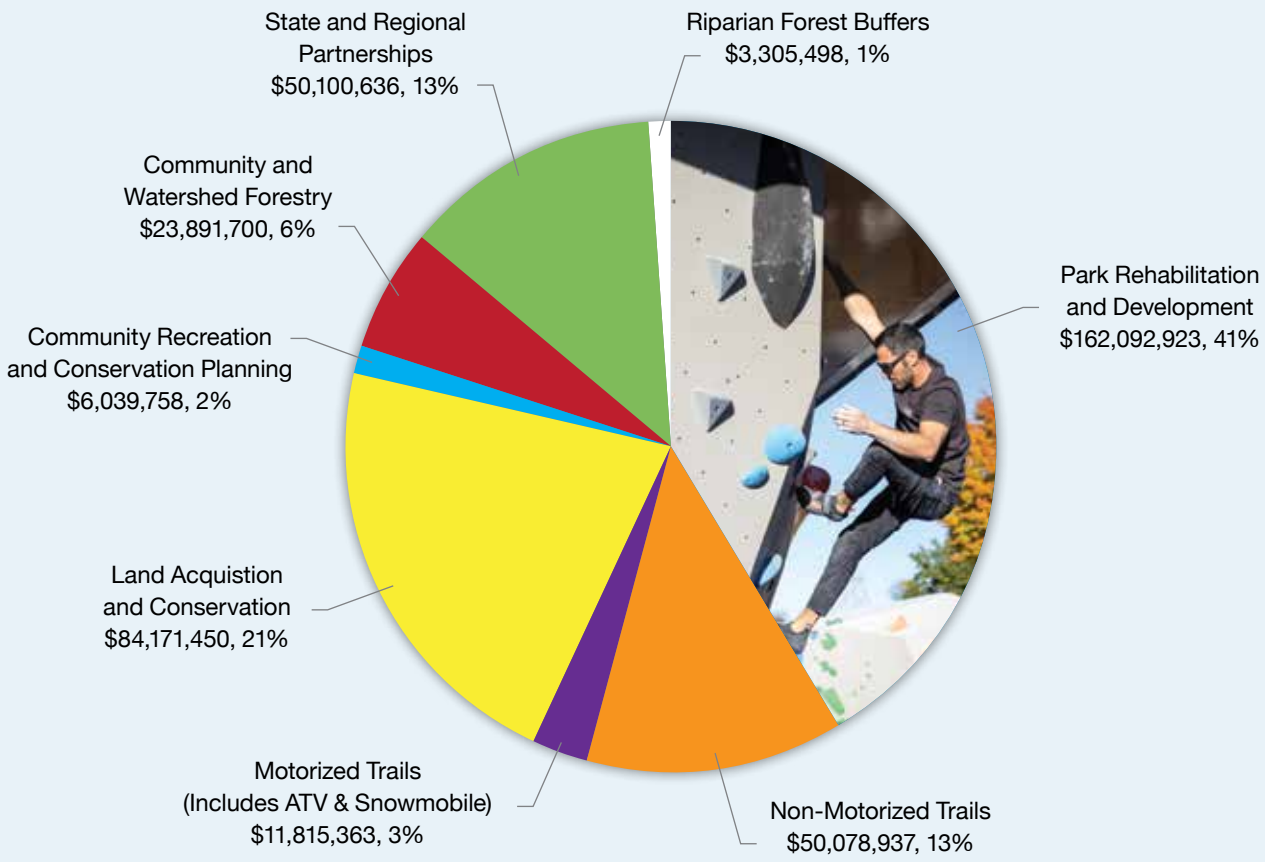
- Trail projects that would close Pennsylvania's Priority Trail Gaps.
- Properties to support future public outdoor recreation opportunities improving equity in access to the outdoors.
- Properties supporting water access opportunities.
- Wetland and community open space conservation.

Amendments

- Requests to revise the LWCF grant agreement scope of work, time (grant agreement end date), project title change and/or modify the funding for projects shall be formally submitted by the Grantee via the DCNR Grant Customer Service Portal.

Since 1995, through the Community Conservation and Partnership Program (C2P2), the Commonwealth has awarded $1.3 billion in state and federal grant funding to communities all over Pennsylvania.

LAST 5 YEARS OF C2P2 GRANT PROGRAM FUNDING





LAND AND WATER CONSERVATION FUND

The Commonwealth is committed to keeping up with the success of outdoor recreation on social, economic, and environmental well-being through its updated Recreation Plan, aligning with the Land and Water Conservation Fund (LWCF) Program requirements. The LWCF Program plays a crucial role in safeguarding and enhancing our parks and access to open space in localities around the country. Since its establishment in 1964 through bipartisan legislation, the LWCF Program has supported over 46,000 projects across the country and over $4 billion in local and state economies through LWCF's state side grants program. A significant milestone was achieved in 2020 with the passage of the Great American Outdoors Act, which secured permanent annual funding of $900 million for conservation and recreation projects, independent of congressional appropriations. These funds, sourced from offshore oil and gas drilling fees rather than taxpayer dollars, are managed by the Department of the Interior's National Park Service, ensuring the preservation of habitat and close-to-home recreation opportunities.



Since its establishment in 1964 through bipartisan legislation, the LWCF Program has supported over 46,000 projects across the country and over $4 billion in local and state economies through LWCF's state side grants program

For Pennsylvania, Land and Water Conservation Funds are managed by DCNR and distributed through the Bureau of Recreation and Conservation's Community Conservation and Partnership Grant Program (C2P2). The LWCF has benefited Pennsylvanian's with more than $216 million in grant awards through DCNR with over 1,600 unique projects. The LWCF Program has been used to fund projects from a diverse range of outdoor recreation park development to large passive open space parks. All LWCF funded development and acquisition projects are protected in perpetuity from any non-outdoor recreation development per section 6(f)(3) of the Act.

The Federal Land and Water Conservation Fund Act of 1965 establishes the Land and Water Conservation Fund. Section 4601-8(d) specifies, "[a] comprehensive statewide outdoor recreation plan shall be required prior to the consideration by the Secretary [of Interior] of financial assistance for acquisition or development projects." The legal authority for Pennsylvania to participate in the Land and Water Conservation Fund program is with the state's Department of Conservation and Natural Resources. To remain eligible for LWCF funds, every state must prepare and routinely update a statewide comprehensive outdoor recreation plan (SCORP). Most SCORPs address the demand for and supply of recreation resources (local, state and federal) within a state, identify needs and new opportunities for recreation improvements and set forth an implementation plan to meet the goals identified by its citizens and the department.

GET INVOLVED



Beyond grant selection criteria, the Recreation Plan is spurring innovative partnerships, and collaboration to work towards the goals outlined in this plan. DCNR coordinates a handful of committees that have a role to play in working on specific action items; however, other organizations working at state, regional, and local levels partner to support the recreation, and conservation needs of the Commonwealth's communities.

Get Involved Locally: There are hundreds of non-profit organizations, municipal park and recreation offices, environmental advisory councils, shade tree commissions, recreation clubs, and more throughout Pennsylvania's communities. There are countless ways to get involved in recreation programs and land conservation efforts already underway in your community. WeConservePA maintains a county level database of local trail organizations, environmental advisory councils, land trusts, agricultural land preservation boards, and watershed associations.

Pennsylvania Parks and Forest Foundation (PPFF) lists Friends Groups that support preserving key infrastructure and habitat on State Park and State Forest lands. Pennsylvania Organization for Watersheds and Rivers (POWR) lists local organizations working to advance the protection and enjoyment of Pennsylvania's watersheds. There are even more ways to get involved in your community through running, hiking, biking, and numerous youth sports clubs – if you find inspiration in this plan, reach out to the organization and plug in. Your talents, time, and tenacity are welcomed.

DCNR facilitates statewide efforts through various stakeholder councils, committees, and regional coalitions:

SCORP Implementation Workgroups: These workgroups are made up of organizations, agencies, and those actively engaged in one of the five priority areas outlined in this plan. Each of these workgroups is led by a DCNR co-lead and meets quarterly to discuss specific goals and actions from the plan, identifies collaborative opportunities, and problem solves in team settings.



Pennsylvania Trails Advisory Committee (PTAC): PTAC is a group of 20 volunteers chosen by DCNR to represent motorized and non-motorized trails and give advice on how state and federal trail funding should be used. Applications to serve on the committee are accepted annually, and all meetings are open to the public and posted on the PTAC webpage.



Conservation and Natural Resource Advisory Council (CNRAC): CNRAC provides advice to DCNR, the Governor and the Legislature regarding the conservation and stewardship of the Commonwealth's natural resources. All CNRAC meetings are open to the public with both in-person and virtual options. Council membership is appointed by the Governor's Office, the House of Representative, and the Senate.

Next Gen Advisory Council: The council gathers insights from younger Pennsylvanians. This helps the department offer better recreational options and maintain communication with future environmental leaders. Council goals include, boosting youth engagement in environmental issues; offering varied viewpoints to the department; and creating networking and learning opportunities for members. The council is made up of young adults primarily under the age of 35 and applications to join the council are open each year. More information can be found at the Next Gen Advisory Council webpage.

Snowmobile and All-Terrain Vehicle Advisory Committee (SAAC): The 17-members of SAAC advise DCNR on motorized recreation on state park and forest lands. The committee helps DCNR with rules and new regulations; policies and practices; use of snowmobiles and ATVs on public land; building and maintaining trails; enforcing rules; and handling fees collected by the department. The committee meets in Harrisburg where the meetings are open to the public. Applications are accepted to serve on the committee and more information can be found on the SAAC webpage.

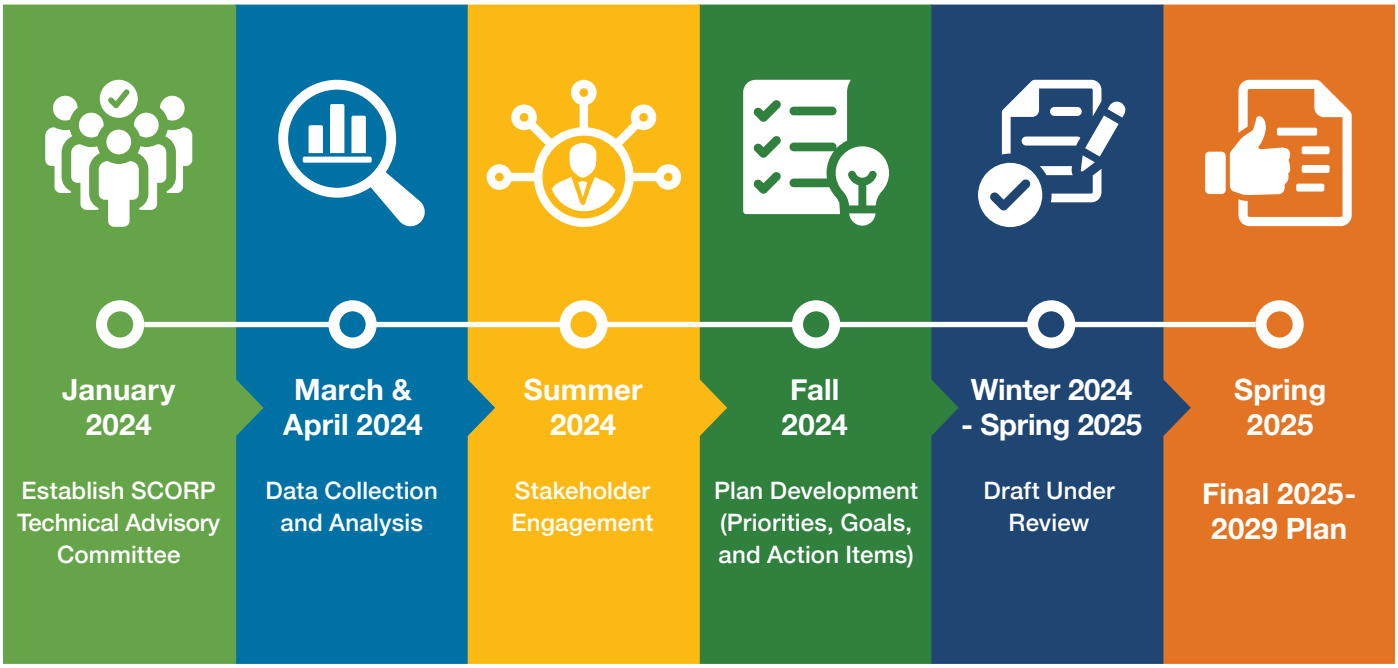
Conservation Landscapes: Throughout Pennsylvania, eight large regions are working together to drive strategic investment and actions around sustainability, conservation, community revitalization, and recreational projects. Known as conservation landscapes, these collaborations are found in regions where there are strong natural assets, local readiness and buy-in, and state-level investment and support. Founded on the regions' sense of place and resource values, conservation landscapes motivate citizens and elected officials to take on the challenge of effective land use planning, investment, civic engagement, and revitalization. Learn more and see the conservation work in your area on the conservation landscape webpage.

Heritage Areas: The Pennsylvania Heritage Areas Program is a multi-region asset-based economic development program rooted in the Commonwealth's rich natural, cultural, and industrial history. DCNR administers the 12 Pennsylvania Heritage Areas, five of which are also National Heritage Areas, which creates cross-sector partnerships that enhance a region's "sense of place" and strengthen regional economies. These partnerships create vibrant livable communities that attract private investment and house the products and places that drive Pennsylvania's tourism industry. Pennsylvania's Heritage Areas operate in 57 of 67 counties throughout the Commonwealth. For more information on the Heritage Area in your community visit the Heritage Area webpage.

2025 SCORP PLANNING PROCESS

The planning process for the 2025 SCORP was conducted over the course of 15 months spanning from December 2023 through March 2025. Conducted by the Bureau of Recreation and Conservation, within DCNR the process was supported by the Recreation Team and the Technical Advisory Committee, a group of representatives from state agencies and community partners.





The planning process began with an invite to just over 40 professionals in the field of conservation and recreation to make up the Technical Advisory Committee. The TAC met six times between February 204 and January 2025. Meetings consisted of identifying priorities, understanding major recreation trends, and reviewing documents. A full list of Technical Advisory Committee members can be found in the Acknowledgement section of the plan.

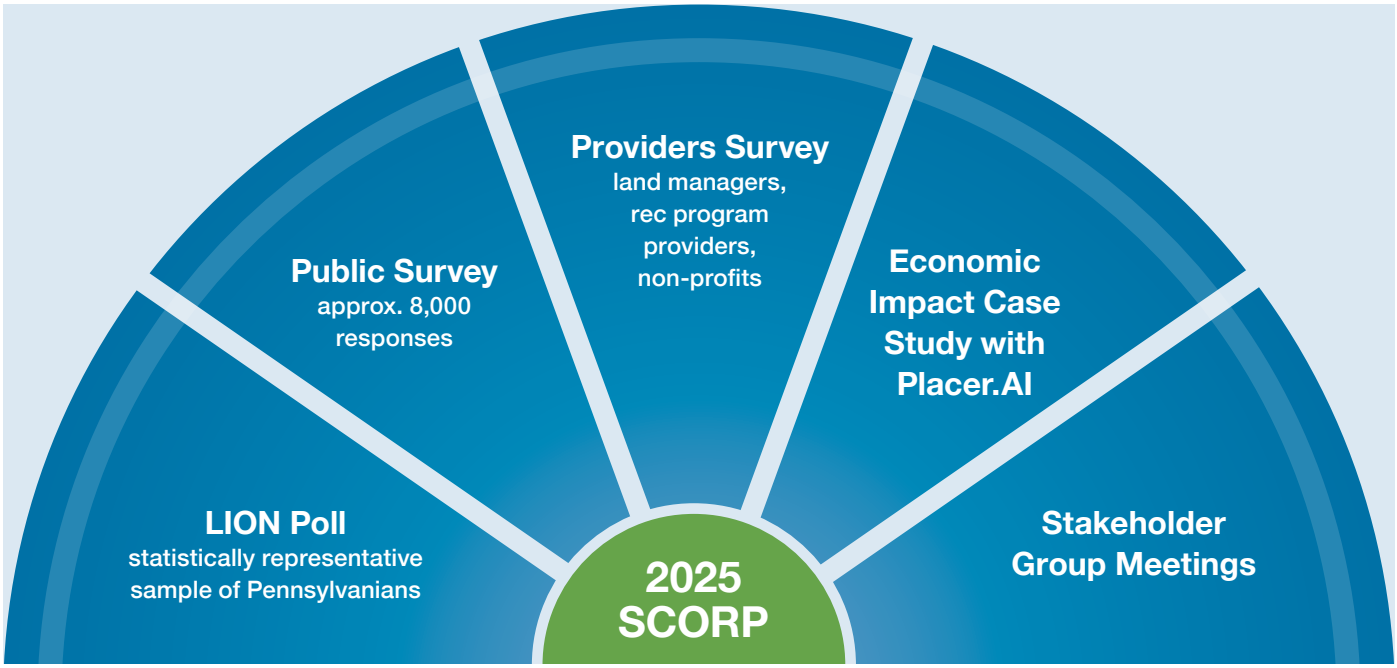


Special invites included Federally-Recognized Tribes and Nations such as the Seneca Nation and the Delaware Nation with ancestral ties to the Commonwealth of Pennsylvania. DCNR is actively working on building relationships with Federally-Recognized Tribes and Nations ancestral to Pennsylvania. We acknowledge the Tribes and Nations as ancestral stewards of the interconnectedness of all things, and we seek to honor in that ethic the continued stewardship of Pennsylvania's forests and parks. In keeping with this ethos, DCNR seeks to incorporate Indigenous knowledge and input into our ongoing planning efforts.

To understand recreation trends, the data collection process consisted of three surveys conducted at various points from March 2024 through June 2024. For more details see the appendices for each survey report.

- Appendix A: The Lion Poll – A statistically representative survey conducted by Penn State University's Center for Survey Research.
- Appendix B: The Public Survey – An online survey open to all distributed through DCNR communication channels and strategic partners. Not statically representative.
- Appendix C: The Providers survey – An online survey targeting land managers, recreation program providers, non-profits, and municipalities.

Additional components of the planning process specifically focused on historically underrepresented stakeholders, and conducting visitor use trends and economic analysis case studies of recreation in specified regions of the state. Stakeholder meetings were conducted in Pittsburgh and Philadelphia focused on diverse perspectives from area environmental and recreation organizations. Moreover, the visitor use exploration and economic analysis associated with recreation was conducted in Centre County and York County by Happy Valley Adventure Bureau and York County Economic Alliance, two strategic partners focused on building the outdoor recreation economy of their areas.



Through each of these planning steps, DCNR recognized the social shifts that took place since the last comprehensive plan, and the advisory committee spent time early in the process considering the trends and their own experiences to develop priorities for the next five years. Building on positive outcomes from the 2020 priorities, the leadership team chose to focus on the following priority areas for the 2025-2029 plan:

- Promoting Community and Economic Development
- Delivering Health and Wellness
- Supporting Access and Inclusion
- Addressing Infrastructure and Maintenance
- Progressing on Sustainability and Climate Change



Although DCNR is the agency responsible for developing the Recreation Plan, social shifts are felt by communities across the Commonwealth and the agency looks to partner with other state agencies, local municipalities, businesses, and non-profit organizations to implement actions ensuring the wellbeing of people and communities across the diverse and resource rich Commonwealth.

SUCCESS FROM 2020 PLAN

Pennsylvania's 2020 Statewide Comprehensive Recreation Plan leveraged $47.4 million of federal dollars and guided $391.9 million of total investment from both state and federal money to communities across the state. The 2020 plan represented the desires of local communities and the commitment from professionals and volunteers to provide outdoor recreation that enhances the wellbeing of Pennsylvanians and its visitors. Because the 2020 plan was rolled out immediately prior to the COVID-19 recreation surge some priorities shifted while other ideas and programs become more urgent or were dropped altogether. As a result, the success of the 2020 plan is difficult to fully measure; however, through diligent work of DCNR and its partners, 66 percent of the 70 recommended action items in the 2020 outdoor recreation plan were accomplished. Some notable accomplishments are listed below. As recreation trends continue to shift and demand increases, some of the ideas and work from previous plans are carried through in subsequent years, while other ideas are new. The same will be true for the 2025 plan as the Commonwealth builds on success from previous years and invests in new recreation opportunities to prepare for the future.





HEALTH AND WELLNESS

- DCNR partnered with the PA Department of Health's Comprehensive Cancer Control Program and Impact Melanoma to add sunscreen dispensers and education materials in 52 State Parks with high volume of swimming and water-based activities.
- ParkRx integrated into several healthcare providers medical records, with approximately 40 providers participating in the program.
- Thousands of Lyme disease prevention info cards were distributed throughout state parks and local trail heads in both English and Spanish.
- Received acceptance into the 2023 Safe Routes to Park Accelerator Program through the National Safe Routes Partnership which led to forming a Pennsylvania Interagency Collaboration on Active Transportation comprised of PennDOT, DOH, DCED and DCNR. The Active Transportation Interagency Collaboration created a work plan to advance through the next SCORP and PennDOT Active Transportation Plan.

RECREATION FOR ALL

- PRPS conducted six listening tours with teens in urban areas in 2021.
- Western PA Conservancy, DCNR, and the Pennsylvania Historical & Museum Commission along with other partners, conducted cultural and historical research through the Untold Stories project that further tells the story of racial and cultural relationships to land.
- 12 Priority Trail Gaps closed since 2020, with an average of 4 Priority Trail Gaps closed per year since 2009.
- State Parks hired a cultural resource specialist to establish guidelines for projects to consider cultural impacts.

FUNDING & ECONOMIC DEVELOPMENT

- To address maintenance needs and the increased demand for recreation as the result of the pandemic, DCNR secured an additional $268 million in state and federal dollars to create three new State Parks, address infrastructure needs, and invest in local recreation.
- To strengthen the outdoor economy and partnerships Governor Shapiro created the Office of Outdoor Recreation, hiring the State's first Director of Outdoor Recreation who immediately began connecting with communities and business hosting more than 100 meetings, forums, discussions, and conferences in the first year.
- Forest City and Carbondale were funded as pilots to go through the Outdoor Town process using PEC's Outdoor Towns toolkit and process to study how they can capitalize on their outdoor assets. The process resulted in Forest City implementing a permanent committee on city council to address outdoor town actions.
- In spring of 2024, the Commonwealth unveiled its new tourism brand and slogan, The Great American Getaway. To kick off the brand, the Governor traveled the state in an RV stopping at many outdoor venues like state parks and forests to celebrate those assets and their contributions to the state's tourism economy.



TECHNOLOGY

- DCNR developed e-bike policy to guide usage and developed a fact sheet for public use.
- Ongoing state parks programming teaches visitors how to use citizen science apps like eBird and iNaturalist to log what they see.
- Leave No Trace provided DCNR with social media content for communicating appropriate use of technology in the outdoors; DCNR has incorporated these messages into its social media channels where appropriate.
- Priority Community Analysis was conducted in partnership with the Trust for Public Land, which identifies areas with the greatest need and opportunity for outdoor recreation.

SUSTAINABLE SYSTEMS

- PRPS hosted four webinars on sustainable operations in 2021.
- Since 2016 the Pennsylvania Outdoor Corps has had 1,431 young adult participants, maintaining 983 miles of trails, planting more than 18,000 native plants and trees, and helped launch over 100 young adults into conservation-oriented careers.
- DCNR developed an ATV regional riding system through Potter and Tioga counties utilizing existing ATV trails, state forest roads and local roads and state highways.
- PPFF created and maintains “Healthy Lands Week.”
- 4.4 million trees were planted since 2020 in riparian buffers, state parks, state forests, and lawn to habitat conversions.



OUR COMMONWEALTH

A Snapshot of Pennsylvania and Recreation

Ecologically and socially diverse, the Commonwealth of Pennsylvania is 28.6 million acres of farmland and forests; rivers, wetlands, and watersheds; large cities and small towns – each comprised of people with important connections to the land.[1] Almost 13 million people call the Commonwealth home, with 74% living in urban or suburban communities and 26% living in rural communities of the state. No matter where people live, each of them, and the 192 million people who annually visit Pennsylvania,[2] value the fresh air, ecological diversity, social connections, economic opportunities, and physical and mental health benefits provided by the incredible natural and recreational assets of the state.

[1] https://www.psu.edu/news/research/story/farmland-acreage-falls-pa-while-population-rises-prime-agricultural-areas
[2] Tourism Economics (2021). *Economic Impact of Travel and Tourism in Pennsylvania – 2022.* https://www.visitpa.com/economic-impact-travel-report

A Snapshot of Pennsylvania and Recreation

ABOUT 16.6 million acres of forested land



6.1 million acres of Pennsylvania is **(or 21%) conserved land**

11.3 million privately owned

4.5 million owned and managed by the state or local municipality

658,200 owned and managed by the federal government[3]

3 NEW State Parks added since **2020**

124 State Parks TOTALING MORE THAN **300,000** acres

5 million acres open for public recreation

300 State Game LANDS TOTALING **1.5 million acres**

20 State Forest DISTRICTS TOTALING MORE THAN **2.2 million acres**

6,429 local parks TOTALING MORE THAN **203,000** acres

3 National Wildlife Refuges

Cherry Valley National Wildlife Refuge
Erie National Wildlife Refuge
John Heinz National Wildlife Refuge

19 National Park Service Units

including but not limited to the Appalachian National Scenic Trail; Flight 93 Memorial; Johnstown Flood National Memorial

15 Army Corps of Engineers Sites

[3] USDA Forest Service. 2021. Forests of Pennsylvania, 2020. Resource Update FS-345. Madison, WI: U.S. Department of Agriculture, Forest Service. 2p. https://doi.org/10.2737/FS-RU-345.

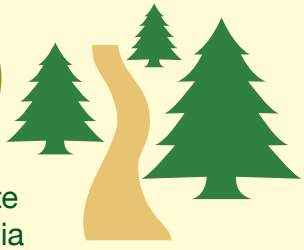
A Snapshot of Pennsylvania and Recreation

65%
of **Pennsylvanians** live within a **10-minute walk** of **public open space**



60%
of **Pennsylvanians** live within a **10-minute drive** of an officially designated **fishing or boating access point**

MORE THAN
14,000
miles of trails
on public and private lands in Pennsylvania



28
designated water trails

SPANNING OVER
2,300
miles and 1,087
water access points

148,000
boat launch permits sold in 2023

Up from
123,500
from the last SCORP.

An increase of
25,000
launch permits

ALMOST 20%



850,000
hunting licenses sold

down from
861,000
in 2019

1.2%
decrease since the last SCORP

PENNSYLVANIA Trail OF THE Year

Jakes Rocks 2024
Mount Jewett to Kinzua Bridge Trail 2023
Delaware Canal State Park Towpath 2022
D&H Rail Trail 2021
Ghost Town Trail 2020

POWR
RIVERS OF THE YEAR

Allegheny River 2024
North Branch Susquehanna River 2023
French Creek 2022
Shenango River 2021
Lackawanna River 2020

PUBLIC INPUT

To prepare for the current and future wellbeing of Pennsylvanians, it is essential to pay close attention to key recreation indicators such as activity type, availability and accessibility of recreational resources, rationale or barriers to recreating, economic impacts coupled with environmental pressure placed on open spaces. Alongside recreation trends, other indicators are important to consider when planning for a recreation future. Demographic shifts, market trends, and social values are also considered in this Recreation Plan.



Every five years the Recreation Plan public input process takes a snapshot of trends and values using various methods of engagement. The input of thousands of Pennsylvanians shaped the ideas and recommendations found in this 2025 plan. In 2024, DCNR selected a 40+ member Technical Advisory Committee (TAC) that was representative of state and federal agencies; local government; recreation, conservation, and environmental organizations; and specialty groups who represented diverse populations. Over the course of the year, DCNR worked with Penn State University's Center for Survey Research to conduct three surveys. Survey findings are found throughout the report, and the full report for each of the three surveys is found in appendices A, B, and C. Furthermore, DCNR worked with community partners focused on providing recreation to historically disenfranchised communities through two stakeholder feedback sessions. Lastly, the agency worked with two community partners to conduct unique case studies of recreation trends and economic activity using mobility data. Descriptions for each of these are below.



PENNSYLVANIANS

In the Spring of 2024, Penn State University's Center for Survey Research conducted the Lion Poll, a statistically representative (by age, sex, race, ethnicity, political affiliation, and geographic region) web-survey of 1,044 Pennsylvanians (Appendix A). The poll gauged attitudes and activities, opinions, opportunities, and barriers related to outdoor recreation (activities done outdoors in an individual's free time). The Lion Poll used a quota-based invitation system to produce a final dataset that is representative of Pennsylvania's population by Lion Poll region and, separately, by age and gender categories. The purpose of the Lion Poll is to provide timely and accurate data to agencies, organizations, and researchers with statewide interests and responsibilities.



ENTHUSIASTS

In conjunction with the statistically representative Lion Poll, DCNR staff, in partnership with Penn State Harrisburg's Center for Survey Research, developed and designed an open access public survey to assess outdoor recreation trends such as popular activities, frequency of participation, and opinions to name just a few (Appendix B). The public survey was distributed through social media channels, partner outdoor organizations, and flyers were posted at state parks. At the conclusion of the data collection period, a total of 7,134 respondents had completed the web survey. All data were collected between April 22 to May 22, 2024 and then again from September 1 to September 30, 2024. The survey was reopened in September and targeted to diverse communities to increase representation of the survey results. Low response rate from Black, Indigenous, and People of Color (BIPOC) communities is due to numerous factors, but it was decided to reopen the survey after feedback was received at two stakeholder meetings with organizations focused on recreation equity and environmental justice. Because the survey was open-access and is not a random sample, the final dataset is considered to be representative *only* of the respondents who chose to participate. It is not a scientific study and does not have statistical representation of Pennsylvanians or all outdoor enthusiasts as a whole. The data from the public survey shows a snapshot in time of those who are plugged into existing outdoor communication networks and chose to take the 15 minute survey to share their opinion.

PROVIDERS

The last of the three surveys conducted was the Providers Survey (Appendix C). Partnering with the Center for Survey Research a total of 285 outdoor recreation providers in Pennsylvanians completed the web survey between May 13 and August 2, 2024. Outdoor recreation providers were defined as any professional who provides recreational opportunities by managing land or water assets for public use. This could include a municipality, private land trust, school district, or other non-profit land manager or park provider. The survey asked recreation providers to consider their investment priorities over the next five years, share challenges they may be experiencing, discuss sustainable practices, and consider different approaches to providing the public with recreation opportunities. The survey was distributed through Pennsylvania Recreation and Parks Society, WeConservePA, and any grant applicant to DCNR's C2P2 program in the last 10 years.



PUBLIC ENGAGEMENT SESSIONS



The relationship to land and recreation is deeply interwoven with culture, and it is well documented that socio-demographic factors influence how outdoor space is utilized and the barriers experienced by various cultural groups across Pennsylvania. As noted previously, participation by BIPOC communities in the Public Survey was limited (less than 9% of total responses compared to the 23% of Pennsylvanians), which continues similar trends from previous SCORP data collection processes and a well-documented reality in survey literature more broadly.

Due to these factors, engagement with diverse communities as stakeholders was a greater focus in the 2025 SCORP compared to previous iterations. There was a clear need to engage with diverse stakeholders in both the development and the implementation of the of the 2025 SCORP. To enhance representation from diverse voices, DCNR staff collaborated with organizations leading efforts on environmental justice and recreation equity in the state's two largest metropolitan regions (Pittsburgh and Philadelphia). Through a day long feedback session in each metro area, challenges and opportunities were discussed and documented, and ideas generated in these meetings are embedded into this 2025-2029 State Outdoor Recreation Plan with the expectation that recreation spaces across the Commonwealth will help to enhance the outdoor experience for all Pennsylvanians.



MOBILITY DATA CASE STUDIES

Measuring social patterns and impacts on recreational and conservation areas is essential for good management. The adage, "you can't manage what you don't measure" requires professionals responsible for public lands of any size to stay on top of data collection as they try to understand trends, potential challenges, and possible opportunities to engage the public in positive ways. There is a growing interest in new forms of measuring social patterns and behavior trends using crowdsourced data – specifically cellphone location data (also referenced as mobility data). Cellphone location data has been used in various industries to understand social patterns, most notably in community and regional planning, transportation, and retail industries.[4]

For the 2025 SCORP, DCNR conducted its own study using this new form of data collection and analysis to understand the additional possibilities that mobility data might uncover. In this study, DCNR worked with two community partners to conduct a case study on the movement of people between recreational assets and other social spaces in the York County (south central Pennsylvania) and Centre County (north central Pennsylvania) areas using cellphone location data. To conduct the York County case study, DCNR worked with York County Economic Alliance and Firefly Outdoor+Economics Consultants; for the Centre County case study, DCNR worked with Happy Valley Adventure Bureau. Both organizations subscribe to Placer.ai, a software company specializing in geolocation analysis using sample sizes of representative and depersonalized cellphone location data. DCNR chose these two community partners because of their strong promotion of outdoor recreation and conservation, their respective locations provided differences in population and recreational resources, and because of their subscription to Placer.ai, which helped standardize analysis.

[4] Merrill, N. H., Atkinson, S. F., Mulvaney, K. K., Mazzotta, M. J., & Bousquin, J. (2020). Using data derived from cellular phone locations to estimate visitation to natural areas: An application to water recreation in New England, USA. PloS one, 15(4).

TRENDS, CHALLENGES, AND OPPORTUNITIES



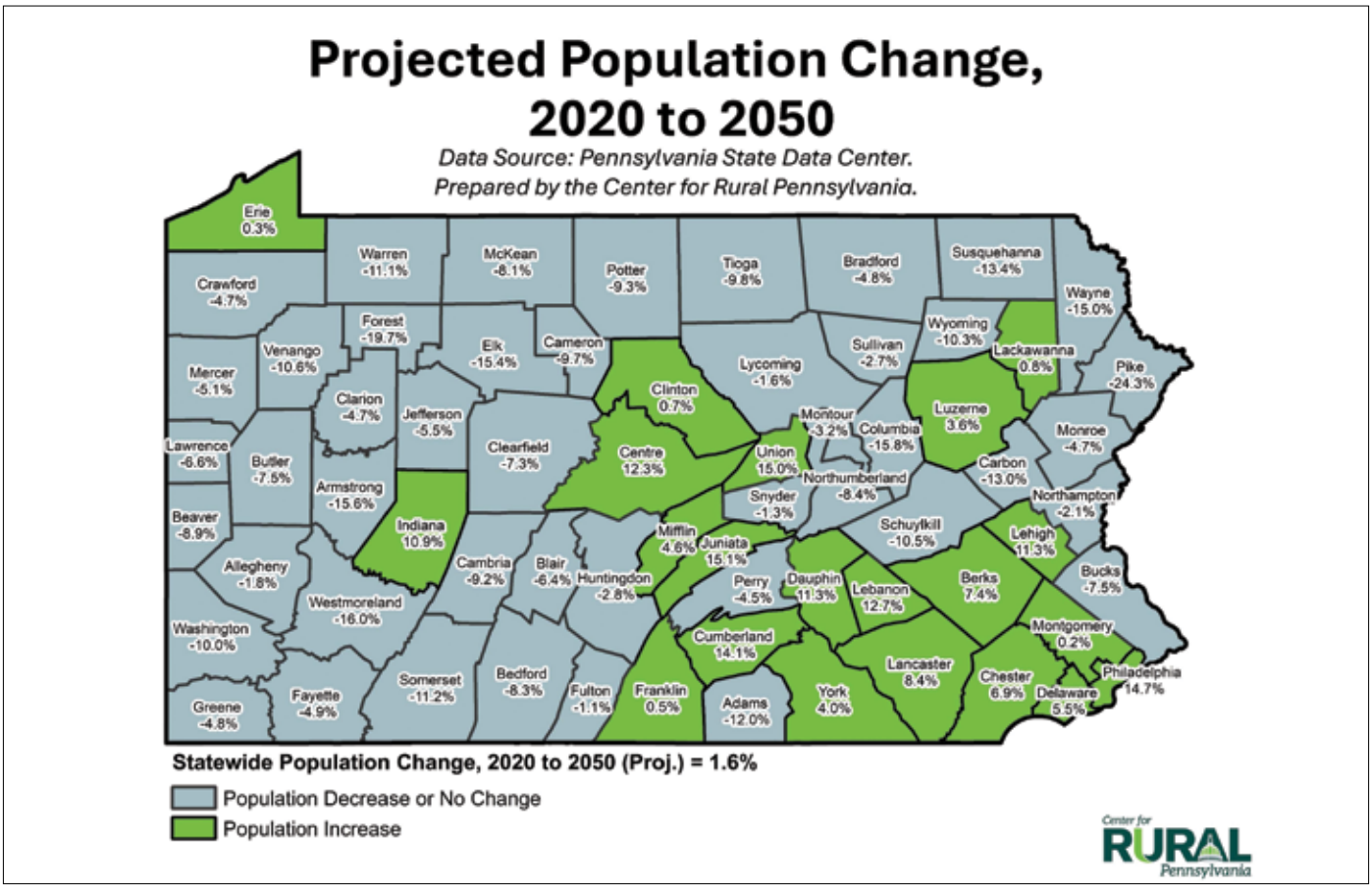
Demographic Trends

Pennsylvania has experienced significant population shifts since the first ever recreation plan in 1965, and how we recreate has also changed since that time. The population in the state in 1965 was 11.3 million people but has since grown to 13 million people. Population change is rarely distributed evenly across landscapes where areas with existing population density, and their surrounding areas, typically experience the most increase and more rural communities experience population stagnation or decline.

The population shifts of the last half century influence how people choose to recreate and spend their leisure time and money. There is a high value on local recreation for many daily activities such as walking, running, and biking; but there is also an increased interest in traveling to experience the natural world and the unique culture and recreational assets of a local community. Population change of any kind (increase or decrease) places economic, social, and environmental pressure on a region, and both rural and urban Pennsylvania both experience these pressures differently.

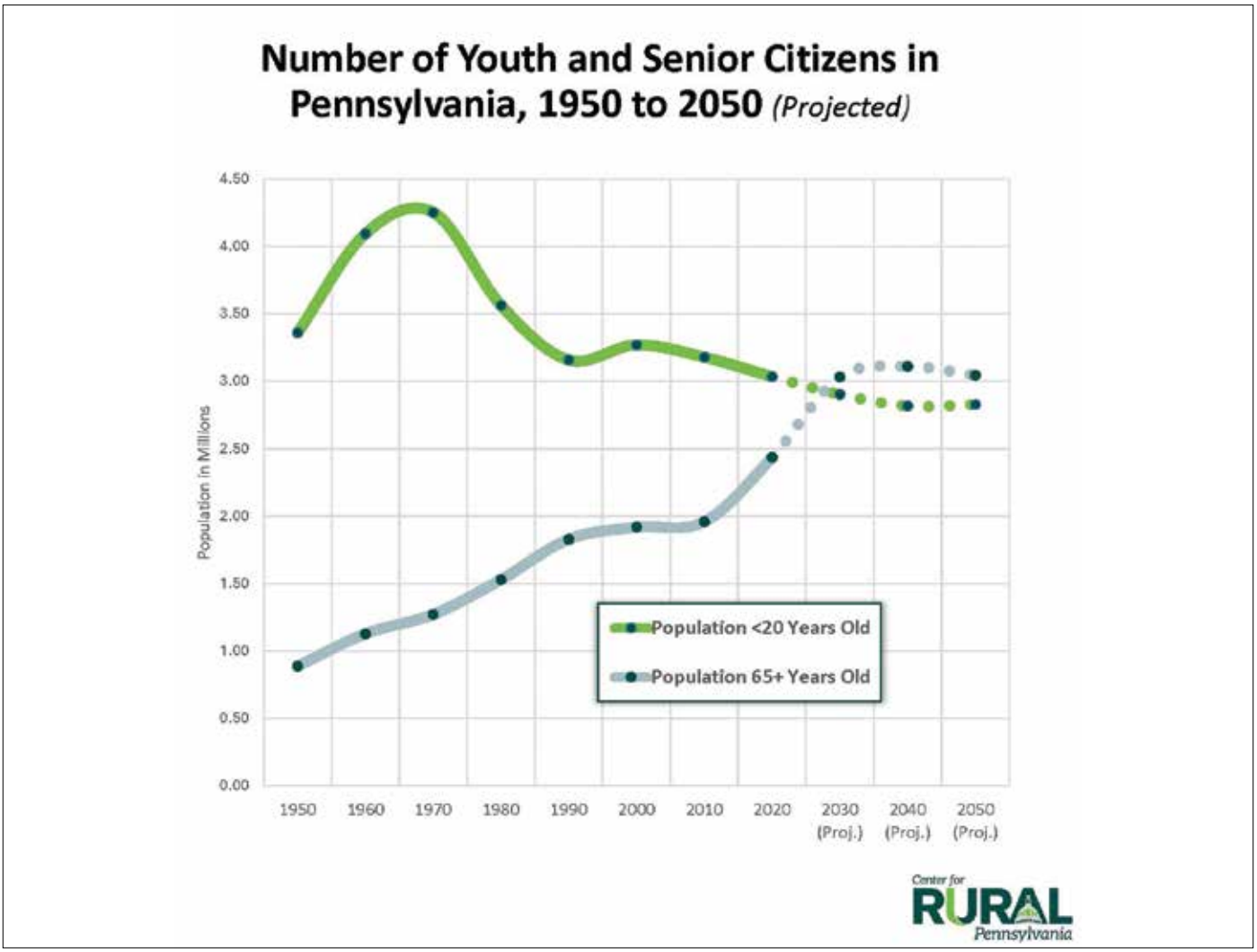


Population stagnation or decline in rural areas create an environment where municipal services (including public open space) is limited, economic resilience is challenged, and social relations can be strained. Rural Pennsylvania is experiencing these trends as counties in the Northern Tier and Western portion of the state are projected to see population decline between 2% to 15% or more. Population decline is due to many contributing factors, one being lower birth rates in almost every county in the state, a trend that is experienced by almost every other state in the U.S. This decline places pressure on local municipalities to provide services such as parks, and an older housing supply and low demand for new housing can create a housing affordability challenge. As industry shifts in the global market, there is no panacea to solve the challenges of changing demographics; however, recreation investment is one way to attract not just visitors and subsequent businesses, but permanent residents who may be more flexible with remote work or retired.



Urban communities experience many of the same strains in reverse of rural counties: pressure on municipal services, housing, the natural environment, and more. Following trends of population density begets more density, counties in the South Central, and Southeast portion of the state are projected to see the largest population increases with some counties projected to grow by upwards of 10-15%. Pressure is more evident in the housing market where demand is high, availability low, and affordability non-existent. This can place pressure on municipalities to open previously open spaces to housing developers and expand roadways to accommodate increased traffic. These are real challenges to balance while also seeing an increased demand for close to home recreation such as trails, parks, and accessible waterways. Thoughtful sustainable planning can accommodate these demographic shifts to protect open space and provide quality affordable housing.

The total number of people is not the only demographic indicator that can have social implications. Age, race, ethnicity, and nationality are all essential components of planning for recreation into the future. In 1965, the first Statewide Comprehensive Outdoor Recreation Plan, the population of those 65+ years old was just over 1 million, and the population of those under the age of 20 was just over 4 million. Fast forward to 2024 and Pennsylvania is close to parity between 65+ years old (2.5 million, 20% of the population) and less than 20 years old (3 million, 23% of the population). These two demographic groups are expected to reach parity by 2030, meaning approximately one-quarter of the state's population will be above traditional retirement age by the time planning begins for the 2030 SCORP.



Racial, ethnic, and nationality trends are also shifting. Since the 2010 census, Pennsylvania's population has diversified with increases in Latino, African-American, and Asian populations just to name a few, along with approximately 8% of the population being foreign born, mostly migrating from India, China, Mexico, Dominican Republic, or the Philippines for the numerous opportunities in Pennsylvania. The data below shows the demographic make up of the Commonwealth and its shifts since the 2010 census.



- 10.8% of population is African-American, a **3% increase** from the 2010 census
- 8.1% of the population is Latino; a **45.8% increase** from 2010 census
- 3.6% of the population is Asian; a **46.2% increase** from 2010 census
- 77% of the population is white; a **6.3% decline** from the 2010 census
- 8% of the population is foreign born; 55% naturalized citizen and 45% not a U.S. citizen
- Approximately 13% of Pennsylvanians speak a language other than English at home, with Spanish being the primary (6%), Asian or Pacific Islander languages (2.2%), and German or West Germanic (1%)

Lastly, economic shifts over the last 15 years are pronounced and have a role to play in outdoor recreation. First, work has shifted since the pandemic. Pennsylvania has seen a 3% decrease in the number of people who drive to work, this is largely due to the roughly 15-25% of Pennsylvanians who work remotely or hybrid (data is hard to come by with varying reports), but it could also be a factor of people choosing alternative commuting methods along one of Pennsylvania's many trail networks. Additionally, Pennsylvania has seen a change in the median household income in line with national averages. In 2023 the median household income in the state rose by a few thousand dollars to $73,824 with the average family income at $94,367. Opposite national trends, however, is that poverty remains persistent in Pennsylvania. While national poverty levels decreased slightly between 2020 and 2023, Pennsylvania's poverty rate remained persistent at 12% of the population.

Demographic shifts of all kinds, from age to race and ethnicity, can have a significant impact on how recreation assets are utilized. We are already seeing the proliferation of pickleball as a popular sport among varying demographics, which can create tension with existing infrastructure, but we are also seeing the adoption of e-assisted recreation in the form of e-bikes or scooters to help those who might experience a chronic condition, aging, or those who are adopting a more urban lifestyle and eschewing a vehicle. Furthermore, recreation is culturally defined. Painting a broad brush, research indicates that communities of color are more inclined to participate in group recreation activities such as cook-outs or group bike rides compared to white populations engaging in more pairs or isolated activities. Knowing the demographic shifts and responding to them to ensure an equitable and enjoyable recreation landscape for all people in the Commonwealth is a key goal of the 2025 SCORP.



RECREATION TRENDS

According to the 2024 Outdoor Industry Participation Trends Report, participation in outdoor recreation across the country grew by 4.1% to a record 175.8 million Americans.[5] The participant base became more ethnically and racially diverse in 2023, but not by much. 69.7% of participants are White, 10.3% are Black, 13.4% are Hispanic, 5.3% are Asian or Pacific Islander, and 1.4% identify as people with other ethnic/racial origins. Pennsylvania is experiencing many of these same trends compared to the last SCORP with both the random sample survey and the enthusiast survey showing that Pennsylvanians value outdoor recreation in their community, but that participation is still largely white with marginal growth among historically underrepresented communities.

Taking time to understand what people are doing, where they are going, the barriers they experience, and the values placed on recreation is essential for public land managers to provide quality and equitable opportunities for all Pennsylvanians. Recreation is not immune to shifts in technology, work culture, industry changes, and larger social, ecological, and economic forces. For example, Pennsylvania's state forests, once remote places catering to a few recreationists and focused on habitat conservation and timber resources, are now active hubs for cyclists, overland campers, and motorized recreators.

Additionally, recreation shifts are drawing new people in new ways to natural lands. What was once a handful of small events on public lands have grown to be larger scale competitions that attract thousands of visitors to Pennsylvania's incredible mountains and forests; or e-bikes and increasingly affordable paddle sports that bring new users to an unfamiliar landscape. Over 75% of enthusiasts have reported participating in an outdoor recreation event in the last year. Understanding the trends of outdoor recreation is essential for public land managers to both cater to the public's needs, while simultaneously protecting natural assets and carry out the constitutional charge to protect, steward, and maintain natural resources to give the people "a right to clean air, pure water, and to the preservation of the natural, scenic, historic and esthetic values of the environment."

[5] https://outdoorindustry.org/article/2024-outdoor-participation-trends-report/

WHAT PEOPLE ARE DOING



Pennsylvania's 2024 Lion Poll points out that more than 9 out of 10 Commonwealth residents participated in outdoor recreation at least one time during the year, and more than 30% recreate outdoors two or more times per week, an almost 10% increase from five years ago. According to the public survey, enthusiasts often choose to spend 1 to 2 hours on their chosen activity each time they recreate outdoors, with many spending even more time (2-4 hours or more). Recreation providers are seeing an increase in demand firsthand. One respondent said, "COVID brought increased use of parks and trails. This is a good thing, but our level of funding and staffing has remained the same." Another recreation provider noticed the increase on trails and stated there needs to be "improvement in connectivity between green spaces from different parks or systems."

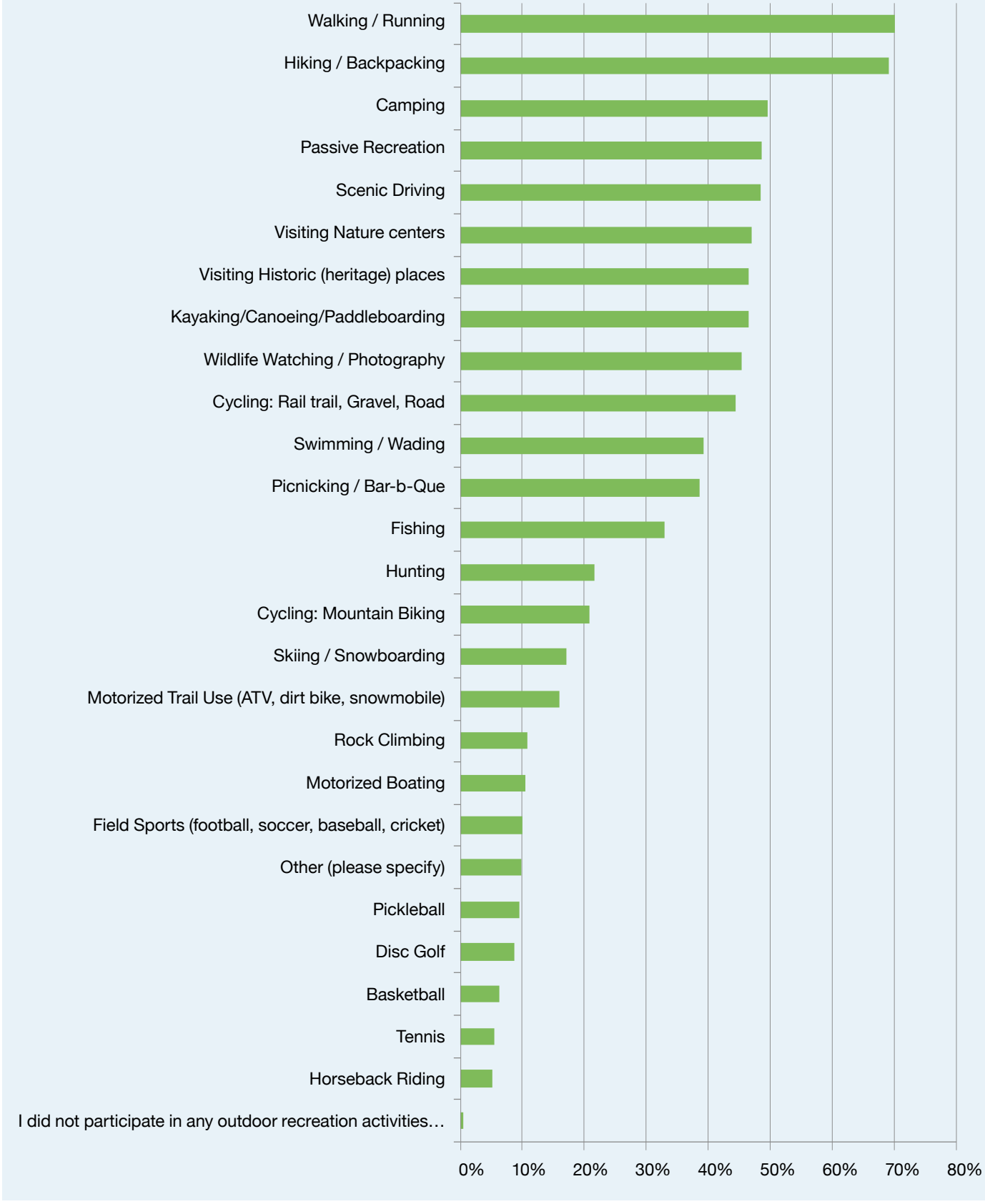
The top two activities for enthusiasts were walking/running (71%) and hiking/backpacking (69%). Camping (50%), scenic driving (49%), and passive recreation (48%) rounded out the remaining top 5 activities. According to the Outdoor Industry Association, national trends show the top five activities as hiking, camping, fishing, running, and bicycling – all high value activities among Pennsylvanians as well. These activities can vary though by gender or cultural representation. For example, the top 2 activities among recreation enthusiasts were consistent across all 4 major racial/ethnic groups, but differences begin to emerge after that. For example, Picnicking/ Bar-b-que was a top 10 choice among Black/African-Americans, Latinos, and Asian respondents, but not White.

Nine out of ten Pennsylvanians participate in outdoor recreation



Social factors can also impact the amount of time spent outdoors. For example, women report having less time than men to recreate with women identifying they had 1 hour or less at a much higher rate than men. Men reported having between 2 to 5 hours to recreate outdoors at a much higher rate than women. Additionally, Black/African American respondents report spending less than 1 hour on their chosen activity at almost double the rate of any other racial/ethnic group. There is a common value of outdoor recreation for all people, but we each place different emphasis on the way we use and connect to natural resource in the Commonwealth (*see Appendix A and B for more detail and analysis on gender, race, and ethnicity differences in recreation*). Understanding barriers can help break down socio-demographic challenges in outdoor recreation, but recreation managers also need to understand and manage recreation spaces for cultural or gender preferences to create an equitable public environment.

ACTIVITY TYPE (SELECT ALL THAT APPLY)

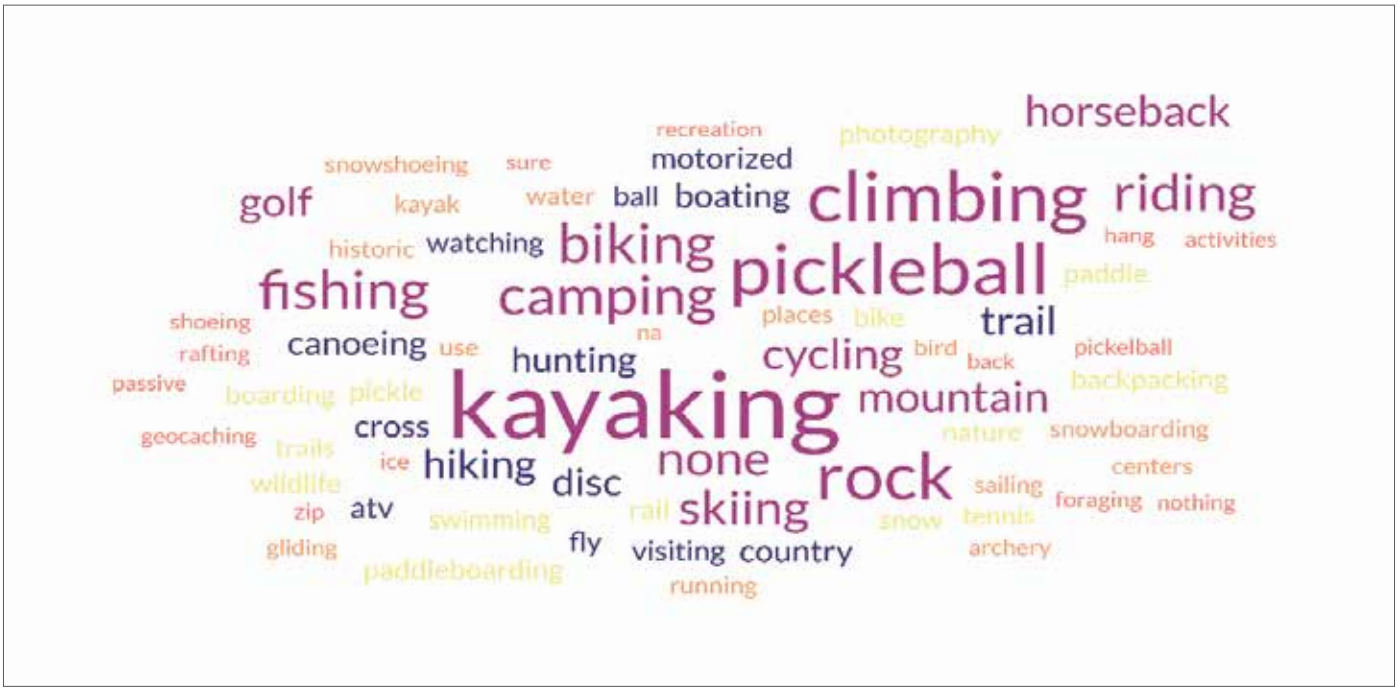


Recreation Enthusiasts Survey

It is not just participating in an activity that matters to Pennsylvanians as there is an increasing value of recreating outside with others. Over 75% of enthusiasts participated in an outdoor recreation event such as public arts events and historical or culturally themed events in recreation areas being the two most popular choices (combined for 50%). Other activity-specific events such as cycling, fishing, running, and more see approximately 8% to 16% of responses from enthusiasts. Events can be celebrations of natural resources and offer opportunities to connect and build community with people who share similar interests. These events also have an opportunity to generate economic impact for a community but must also be balanced with the goals of public lands to conserve natural resources and remain open to the public.



Over 75% of enthusiasts participated in an outdoor recreation event ranging from public arts or historic/cultural events to activity specific events such as paddling, fishing, running, or biking events



Activity people would most like to try, but haven't.

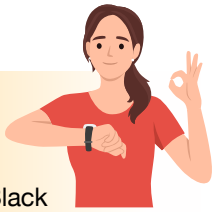


31% recreate two or more times per week – a 10% increase from 5 years ago

Barriers to recreation can also keep people from doing what they love, or more severe can lead to increased risk factors such as physical, social, or mental health challenges. Where one lives, their age, race, and gender can all impact the ability to recreate outside. There has been a lot of work over the years to remove barriers such as increasing the total availability of parks or increasing access to natural bodies of water; however, there is more that can be done to ensure all Pennsylvanians have access to all the natural assets of the Commonwealth. Time is the largest barrier to recreation; however, there are other more nuanced barriers that need to be looked at in greater detail.

Among both Pennsylvanians ***and*** recreation enthusiasts, the following were listed as high barriers. Each of these is situated in larger social and economic systems but must be considered in ameliorating environmental and recreation disparities in the Commonwealth.

- Health limitations (Pennsylvanians 15% and enthusiasts 11%). Health limitations were particularly higher amongst those who were 65 or older, an important demographic for recreation managers to support.
- Environmental Hazards (Pennsylvanians 13% and enthusiasts 21%). Environmental hazards including mosquitos, ticks, air quality, and extreme heat are concerns or limiting factors in recreation for 8% more Pennsylvanians than they were 5 years ago. Women (30%) reported being more concerned than men (16%) about environmental hazards. Environmental hazards are particularly important to pay attention to in the face of a shifting climate.
- Nobody to go with (Pennsylvanians 10% and enthusiasts 19%). Women reported “nobody to go with” as a higher barrier than men, as did Latino and African American respondents. The lack of social connection can be a prohibitive factor in trying a new activity or feeling safe engaging in an activity alone. This is especially pronounced for women and communities of color.
- Finding places that are not crowded (Pennsylvanians 8% and enthusiasts 25%).



1-4 hours:
Average time spent on typical activity/visit with Women and Black or African American respondents reporting spending less time per activity than white men.

Bring a friend!
Pennsylvanians and recreation enthusiasts alike identified “Nobody to go with” as the third highest barrier to outdoor recreation.



WHERE PEOPLE ARE GOING

People place a high value on recreating close to home, which is why DCNR has a goal of a park and/or a trail within 10 minutes of every Pennsylvanian. More than half of the Commonwealth residents recreate most often at a local or county park, public pool, or other local recreation area. This is followed by State Parks with only a fifth of residents primarily recreating in these spaces. Local recreation in Pennsylvania follows national trends as well with the Outdoor Industry Association reporting in order that City Parks, Local Neighborhood Parks, and State Parks are the primary three locations that people most often recreate.

Over half

of Pennsylvanians spent money at a local establishment during a recreational activity.

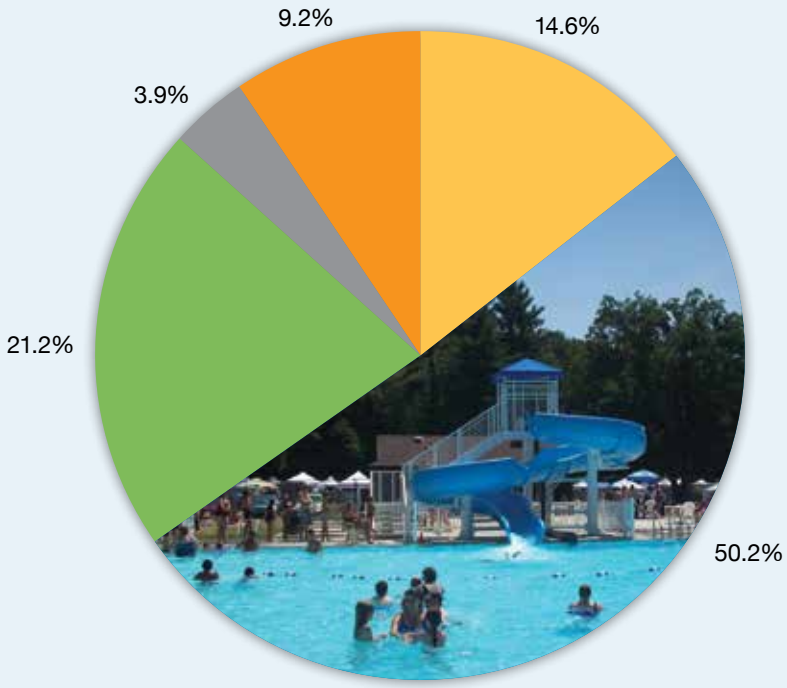


reported doing so. Over half of enthusiasts spent money on lodging associated with outdoor recreation and half of all Pennsylvanians spent money at a local establishment before, during, or after a recreation activity. These show there is a high value placed on destination-based recreation in communities around the Commonwealth. An enhanced focus on recreation travel can be an economic opportunity for host communities; however, it must be balanced with maintaining the existing value of the place for those who live there. Additionally, those who plan their vacations or weekend getaways around outdoor recreation tend to occupy a specific demographic of college educated and earning close to, or more than the state's median household income.

Almost one-third (30%) of Pennsylvanians planned a trip primarily around an outdoor recreation activity or destination, with over 70% of enthusiasts doing the same

Although there is a high value placed on local recreation, Pennsylvanians also like to travel either for a change of scenery, more adventurous activities, or family and friend connections. The Lion Poll showed that approximately one-third of Pennsylvanians plan trips primarily focused on outdoor recreation, while over 70% of enthusiasts in the public survey

RECREATION AREA MOST VISITED BY PENNSYLVANIANS



- I did not visit one of these outdoor recreation areas in the last year
- Local / municipal or county parks, trails, public pools, and recreation areas
- State parks, forests, or game lands
- Federal or national parks, forests, or recreation areas
- Private / commercial recreation areas (such as golf courses, private pools, etc.

Pennsylvanians are going to local parks and local trails to recreate most often



21% of Pennsylvanians stayed overnight while on an outdoor recreation trip

Interesting to note is that approximately 2% of Pennsylvanians and 4% of enthusiasts relocated to be closer to outdoor recreation. There are many reasons people choose to move to a new location, the topmost being family and job relocation; however, the natural environment, and more specifically quality of life, is becoming an increasingly important element to measure. According to a 2023 Census report, just over 1% of people moved due to climate change or natural disasters.[6] DCNR did not assess any kind of relocation variable in previous years so there is no comparison data, but it will be important to keep an eye on this as the Commonwealth considers where people are not just recreating, but also how that may influence where they choose to live and the impact that can have on housing markets in local communities.



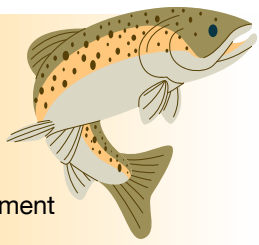
WHAT PEOPLE VALUE

Pennsylvanians generally, and recreation enthusiasts specifically, place a high value on recreational resources for their overall wellbeing. There is such a high value placed on recreational assets that across the political spectrum republicans (58%) and democrats (69%) agree that investment in recreation and conservation are essential state and local government services, and funding for recreation should increase.

68% of Pennsylvanians believe the state needs to increase its permanent source of funding for park and recreation opportunities – an 11% increase from 2019

Preserving land for "wildlife and fish habitat" and "acquire and protect open space" were some of the highest funding priorities for Pennsylvanians, enthusiasts, and recreation providers. Given Pennsylvania's history as a strong conservation state, this is to be expected. However, when looked at closer there are some regional and demographic variations for this support. Respondents living in the Philadelphia metro area were more likely to place a higher value on open space than those living in the western half of the state, and women were more likely than men to place a high value on protecting land for habitat.

Protecting wildlife and maintaining existing parks and recreation areas are top investment priorities for Pennsylvanians



[6] Rumbach, A. (2023). More than 3 million Americans were displaced by a natural disaster in the Past Year. https://www.urban.org/urban-wire/more-3-million-americans-were-displaced-natural-disaster-past-year-how-can-we-prepare

Table 1: Top 10 Investment Priorities from Providers and Enthusiasts

Providers	Enthusiasts
Hiking/walking/running trails	Community or regional trail system
Inclusive facilities for persons with disabilities	Community or regional parks
Community or regional trail system	Opportunities for/access to water-based recreation
Community or regional parks	Outdoor environmental education/nature facilities
Playgrounds	Neighborhood parks
Neighborhood parks	Inclusive programs/facilities for persons with disabilities
Pavilions, amphitheaters, plazas, or similar outdoor recreation spaces	Cultural historic places
Access to access water-based recreation	Playgrounds
Sports courts (basketball, tennis, pickleball, etc)	Community gardens
Outdoor interpretive/educational facilities	Pavilions, amphitheaters, plazas, or similar outdoor recreation spaces

Many of the top activities reported by Pennsylvanians and enthusiasts alike were trail specific activities. Part of that is because the Commonwealth is one of the nation's leaders in the number of named trail systems within its borders. Even with a strong trail community in the state, many of the recreation providers and enthusiasts emphasized investment in trails as the top priority. Enthusiasts were asked, "what is the single most important thing that park and outdoor recreation organizations can do to help you participate in outdoor recreation?" The overwhelming response was "trails." More trails, trail connectivity, trails for all users, close to home trails, and safe on road connections to trails.



82% of Pennsylvanians report that outdoor recreation is an essential part of their mental health

Recreation as an essential part of the overall healthcare system shows a high level of support across Pennsylvania; however, with national attention growing on the mental health crisis, Pennsylvanians are showing a slight edge of support for recreation as an essential part of the mental health care system. There are numerous reports that show access to outdoor recreation is beneficial for both mental and physical heath, with various health indicators improving such as cortisol levels decreasing after light to moderate exercise in natural settings. Pennsylvanian's support strong connections between recreation spaces and health care, and with many healthcare locations creating paths around their facilities or sponsoring outdoor recreation programs the health care industry seems to show the same association. However, there is a need for greater collaboration on programing and research into the benefits outdoor recreation provides to both mental and physical wellbeing of Pennsylvanians.

67% of Pennsylvanians agree that parks, trails, and open space are an essential part of the healthcare system



Similarly, safe opportunities for recreation was a primary concern among enthusiasts across Pennsylvania. Safety can take many forms, from ATV clubs conducting safety training for youth and adult riders to boating safety policies and educational materials, everyone wants to minimize the inherent risk of outdoor recreation. However, just because outdoor recreation has some inherent risk to it does not mean preventable risks should be ignored. Many in the Pittsburgh and Philadelphia areas talked about safe parks for kids with safe routes to parks, adequate lighting and sightlines, and environmental health and safety as top priorities. At McKinley Park in the neighborhood of Beltzhoover in Pittsburgh, acid mine drainage and steep slope erosion is making this once vibrant park unsafe for summer, afterschool programs, and general neighborhood play. Safety is not strictly an urban challenge, but rather tension created by the intersection of the built and natural environment in any type of county. For example, enthusiasts from both rural and suburban locations responded, "Many improvements have been made for safer street travel on trail connectors, but motorists are still so aggressive," and "I would love to be able to bike to/from home, but the road is not safe -- 35 mph where most are driving 45mph+."



Safety in numbers was also identified as a high value for recreationists. This aligns with "nobody to go with" as one of the top barriers, particularly high for women and people of color. The need for community while recreating was high with 54% of enthusiasts sharing that being part of a club, organization, or guided outdoor program would increase their participation. While community gives high social returns, it can also provide safety for socially vulnerable communities. When asked for the single most important thing that can be done to improve their recreation experience in Pennsylvania, enthusiasts shared the following:

- "People to join with for activities like kayaking, which (for safety) should be done with a 'buddy,' especially if getting together with other people was facilitated online by DCNR and other agencies."
- "Safety against people on trails as I have a baby now and want to take them hiking, fishing, camping safely."
- "Safety participating in outdoor recreation as a young, single woman."
- "Safety to explore alone."

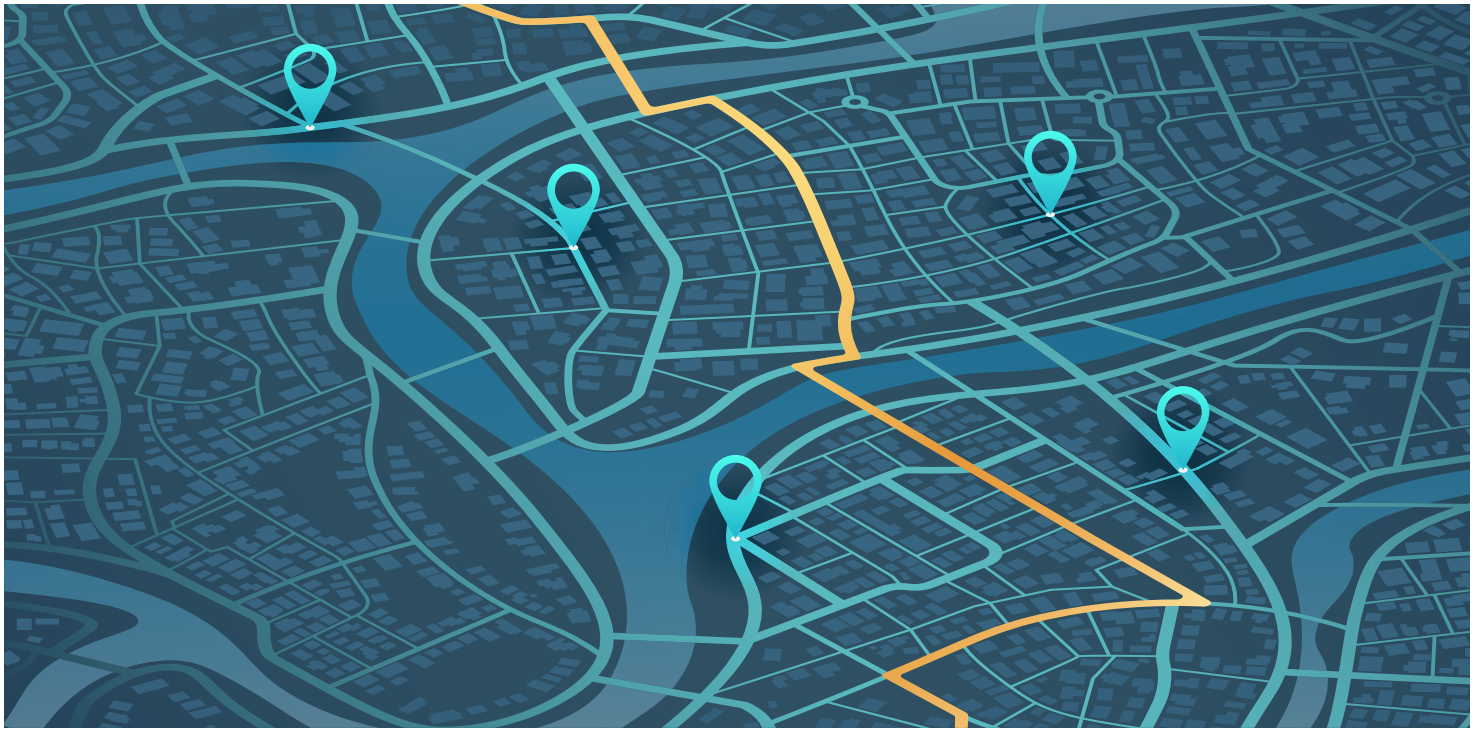
Lastly, Pennsylvanian's are concerned about climate change and its impact on their daily lives. According to the Yale Program on Climate Change Communication, 70% of Pennsylvanians think climate change is happening and 63% are worried about its impacts. These numbers align with the 61% of enthusiasts who reported concern over how climate change will impact their future recreation experiences, a 6% increase from 2019. Additionally, environmental hazards such as ticks, mosquitos, extreme heat, and air quality was a high barrier to outdoor recreation listed by Pennsylvanians; all of which are expected to become more pronounced in the face of climatic shifts.

More people with varying skills and experiences are recreating outside, and while inherent risks associated with nature can never, and should never be fully mitigated, preventable safety issues should be addressed, especially when they are socially created inequities, climate change, or interactions between the built and natural environments.



61% of enthusiasts are concerned about how climate change will impact their future outdoor experiences, a 6% increase from 2019





MEASURING RECREATION'S IMPACT: A NEW APPROACH

Measuring social patterns and positive impacts of public recreation is essential for good management. The adage, you can't manage what you don't measure requires professionals to stay on top of data collection as they try to understand trends, potential challenges, and possible opportunities to provide for the public in positive ways - all of this on top of managing natural assets such as the forests, waterways, and wetlands.



Traditional data collection methods in recreation management revolve around surveys, infrared counters, parking or traffic counters, field counts, ticket/admission fees, or other methods. There is a growing interest in new forms of measuring social patterns and behavior trends using crowdsourced data – specifically cellphone location data. The literature on measuring recreation metrics is vast, and dates back to at least the late 1960s with a proliferation of studies in the 80s, 90s, and early 2000s. With technological shifts there is a growing interest in combining traditional forms of measurements with new ones. Mobility data is used in various industries to understand social patterns, most notably in community and regional planning, transportation, and retail industries.[7] Since 2017, there has been a significant increase in studies devoted to mobility data associated with recreation and natural resource management. For the 2025 SCORP, DCNR partnered to conduct its own exploratory study understanding the opportunities, challenges, and trends of mobility data in addition to traditional counting metrics.

DCNR worked with two community partners to conduct a case study on recreational assets in York County (South Central Pennsylvania) and in the Centre County (North Central Pennsylvania). To conduct the York County case study, DCNR worked with York County Economic Alliance and Firefly Outdoor+Economics Consultants; for the Centre County case study, DCNR worked with Happy Valley Adventure Bureau. Both organizations

[7] Merrill, N. H., Atkinson, S. F., Mulvaney, K. K., Mazzotta, M. J., & Bousquin, J. (2020). Using data derived from cellular phone locations to estimate visitation to natural areas: An application to water recreation in New England, USA. PloS one, 15(4).

subscribe to Placer.ai, a software company specializing in geolocation analysis using sample sizes of representative and depersonalized cellphone location data.

DCNR chose these two community partners because of their strong promotion of outdoor recreation in their region, their respective locations provided differences in population and recreational resources, and because of their subscription to Placer.ai, which helped standardized analysis. Placer.ai shows considerable value as a tool to analyze outdoor visitation trends, but it should be noted that Placer.ai is not the only mobility data software available on the market. Each of the case studies can be found in full in Appendices D and E.



Value and Challenges of Mobility Data

Mobility data can supplement on-the-ground visitor counts with additional and more granular visitor data related to popular visit days and times, dwell time, distance traveled from home, destinations before and after their visit and demographic estimates.

Placer.ai is most useful to show trends versus absolute numbers of visitors. Because Placer.ai uses a panel of cellular devices, not every single person with a cellphone in the predefined public lands boundary is counted; therefore, the total visitation captured in the software is typically lower than that collected in the field. The data excludes people too young to have smartphones, those who choose not to own one, and those who do not have any of the combination of mobile applications, which Placer.ai partners with to purchase geolocation data. Mobility data should supplement other forms of visitor counts and always be offered with a caveat that it may undercount some user groups, such as children, older adults and those living in poverty, since their access to smart phones may be limited.

Because mobility data relies on a sample of visitors, it uses statistical estimation to determine trends. If a location has a low count of people who visit a given location, there isn't enough data collected to estimate trends because the margin of error is too high. This was discovered when running queries for a few state forests in more remote locations of Centre County and beyond (Moshannon State Forest and Bald Eagle State Forest are two examples). Cellphone reception is not a major concern because of the GPS units built into modern smartphones. When cell reception is lacking, location is still tracked and then transmitted to the respective application (which the user has agreed to) when reconnected to a cell signal.



Data Trends and Findings

Where cellphone location data excels is in its ability to reliably understand geolocation trends such as how long a visitor might stay at a park, return visits, a visitor's journey and the distance traveled, as well as demographic estimates. All this data can be difficult to ascertain with other forms of data collection without labor-intensive methodologies with varying degrees of reliability.

In York County, the Heritage Area Rail Trail is a good example of how cellphone location data can be a useful tool compared to traditional survey mechanisms in understanding demographic trends in a recreation area. In 2022, trail stakeholders completed a survey and user count using the Rails to Trails Conservancy model where the intercept survey asked respondents to identify their race. Of the 543 respondents, 94.5% identified as White or Caucasian, 1.4% Hispanic or Latino and 0.6% Black. Given that the rail trail is heavily used in the City of York, which is roughly 50% non-White, these figures were lower than expected.

When looking at the same period, Placer.ai estimates suggest more diverse users of the trail network. The chart below (from Appendix D) compares the conventional study's projections to the Placer.ai data. The York County census data is included as a benchmark.



As noted earlier, strict counting metrics from cellphone location data might be different from traditional counting methods; however, where the data is most valuable to both public land managers and surrounding communities is in understanding a visitor's journey and the associated community and economic impact of public lands. With mobility data, a visitor's journey can be looked with multiple metrics, such as the distance traveled, unique visitors compared to return visitors, and the destinations immediately before or after a visit. Each of these metrics can be looked at in various ways to understand the role a park or conservation area plays in the community.

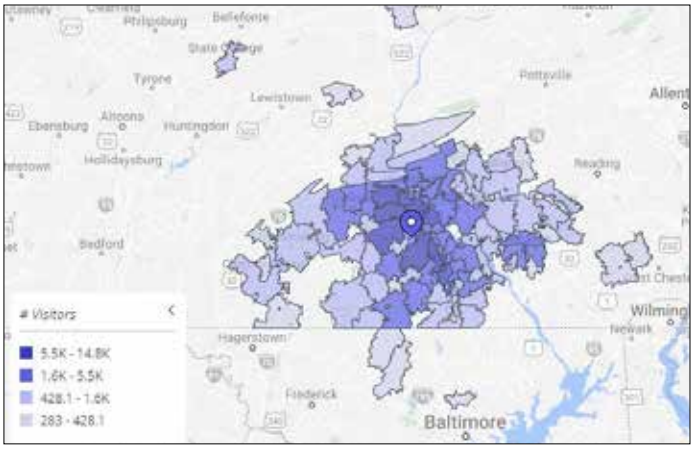
Race/Ethnicity	2022 Traditional Study	Placer.ai	York Co. Census
White/Caucasian	94.5%	78.6%	87.5%
Hispanic/Latino	1.4%	8.8%	9.2%
Black/African-American	0.6%	6.8%	7.8%

Comparable to the Public Recreation Survey for this 2025 SCORP (*Appendix B*), open surveys are notorious for sample bias and showing lower representation of diverse communities. Additionally, the sample size can be larger with cellphone location data. For example, the 2022 conventional study represented just 0.002% of all estimated trail users that year; whereas Placer.ai captured data on at least 65% of trail users, whether they completed a survey or not.[8] Both survey mechanisms have shortcomings, but it appears Placer.ai may more reliably reflect the diversity of trail users simply because the scale of data collected is much greater than paper and online surveys.

If use is dominated by visitors traveling less than 10 miles to the park or trail, we can argue it is a quality-of-life asset for local residents. Visitation by users traveling 10-50 miles suggests the asset is contributing to the quality of life in the region, in turn making the region more competitive in terms of talent and business attraction and retention. If an asset is dominated by tourism use (greater than 50 miles), it may have different benefits to local and regional quality of life with the potential for significant consumer spending. The reality is that recreational assets often service all three of these visitors but can occasionally be dominated by one of theses.

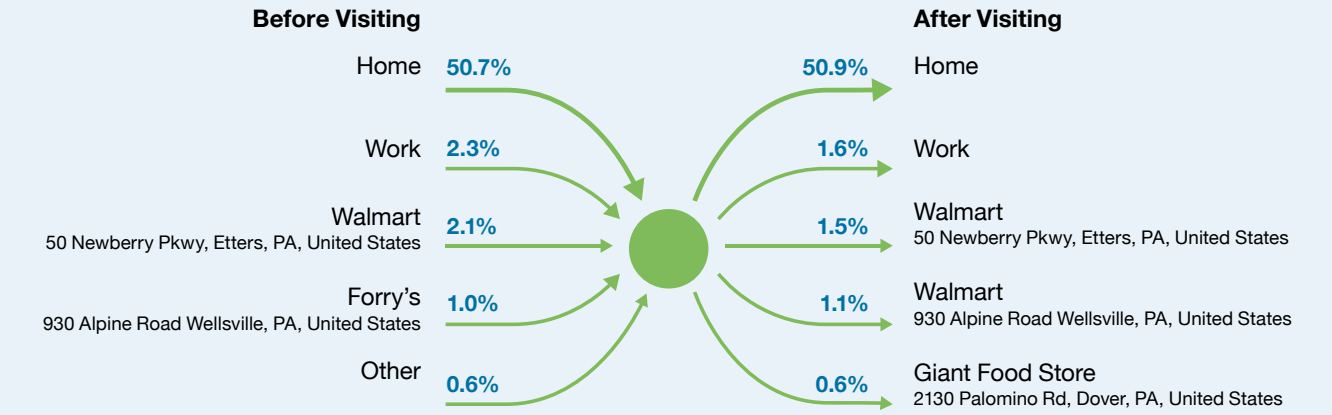
[8] Demographic data from Placer.ai is an estimate based on census demographic data of the "home" of the cellphone.

For example, tourism promotion agencies typically define a tourist as someone traveling 50 or more miles to their destination. Looking at Pinchot State Park compared to Codorus State Park in York County, and Rothrock State Forest compared to Bald Eagle State Park we can see the difference in catchment area between the parks. With a higher number of 50+ mile travelers and a lower number of journeys that begin or end at home/work, Pinchot is more of a regional park that receives more tourists compared to Codorus. We can also see that in the businesses frequented before or after entering the Pinchot catchment area with Walmart being the top business destination, but Forry's, an independent drive-in restaurant, also capturing a significant portion of Pinchot traffic.



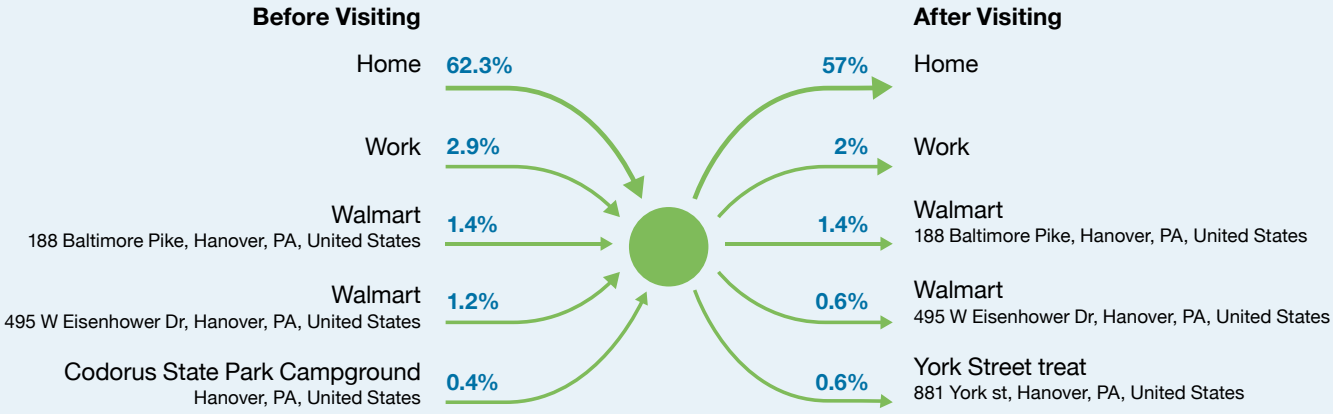
Visitors to Pinchot SP are dispersed across the region, from 40 zip codes.

Pinchot State Park - Visitor Journey

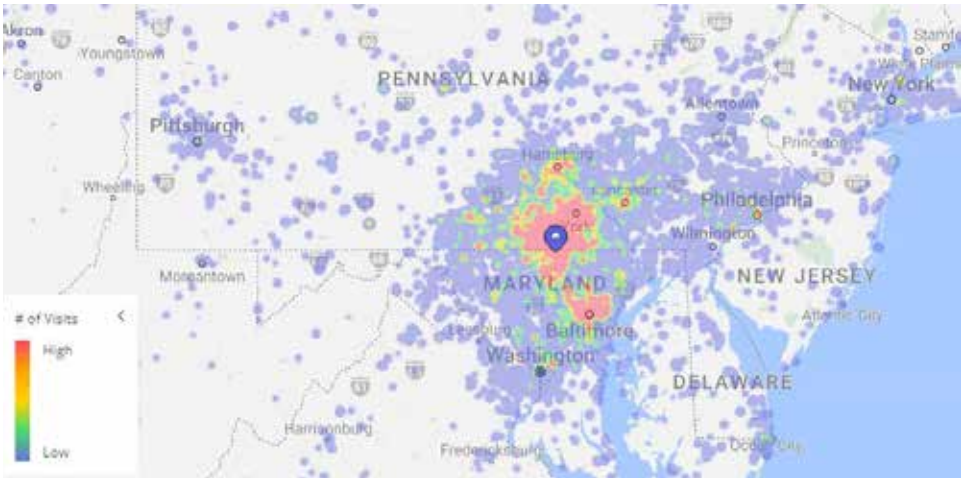


Most park visits originated from—or ended at—home. The region's Walmart is the top business destination, but Forry's, an independent drive-in restaurant, also captures significant park traffic. In the figure, the dot represents Pinchot SP.

Codorus State Park - Visitor Journey



Most park visits originated from—or ended at—home. The region's two Walmart locations were top business destinations. In the figure, the dot represents Codorus SP.



Codorus SP attracts visitors from across the region. The heat map shows home location of visitors.

As seen in these case studies, cellphone location data can provide an easy means to identify the percentage of visitors or total number of visitors classified as tourists. A rough approximation of tourism spending generated by the asset is possible by multiplying the total number of tourists to a site by the Pennsylvania state tourism office's estimated tourist spend. The most recent figure from a 2023 Economic Impact study indicated that overnight visitors spent $338 per-trip per-night and $162 per-trip for day trip visitors.[9] If a public land manager has determined average consumer spending through intercept surveys or other means, they can use those figures to get a more exact estimate of consumer spending.

One such example of how mobility data can be used is to measure the impact of large events on public lands, such as public arts events or races. Events are popular among recreation enthusiasts and have the potential to attract visitors that vary from typical park users. The York County case study of "Christmas Magic," held in Rocky Ridge County Park shows a significant number of regional visitors coming from 10-50 miles away, and tourists coming from 50 or more miles away, whereas the typical Rocky Ridge visitor comes from less than 10 miles away during the rest of the year. Since Christmas Magic visitors come from further away than typical park visitors, they tend to patronize restaurants and hotels at higher rates, increasing the projected consumer spending generated by Christmas Magic.

The two case studies (Centre and York counties) provide public land and recreation managers insight into the impacts of recreational assets. These data tools are in their early stages of adoption and should be explored further; however, their rapid development and widespread adoption by various sectors requires recreation managers to pay attention and explore the questions and the possibilities of cellphone location data. Placer.ai and other companies are not a substitute for traditional recreation metrics but can be seen as an enhancement, and an additional analytical tool that provides more in-depth insight into the social and economic impacts of a regions natural and public assets. Additionally, tools such as Placer.ai can be used to look at areas where it is more difficult to have counting methods such as pours park boundaries; or used to look at more granular economic impacts to a smaller locality.



[9] Oxford Economics Company (2024). *Economic Impact of Travel and Tourism in Pennsylvania – 2022*. https://www.visitpa.com/economic-impact-travel-report

Bald Eagle State Park

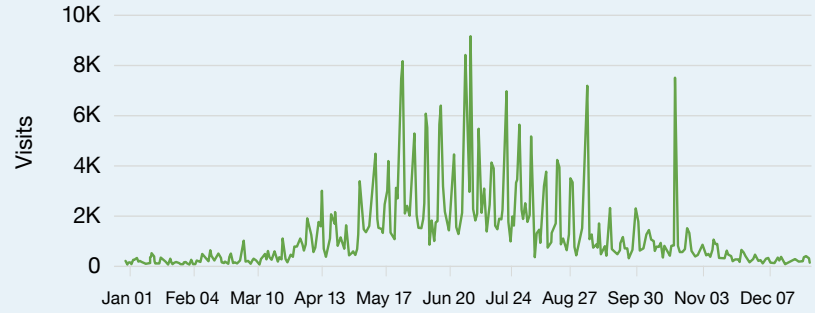
Visitation Trends 2023

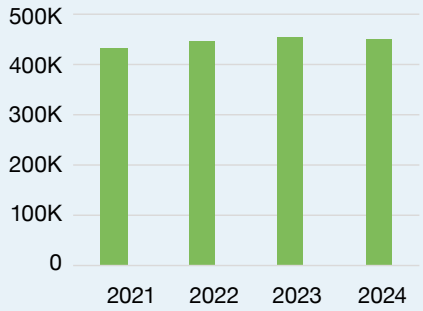
458.4K VISITS IN 2023

160.3K VISITORS

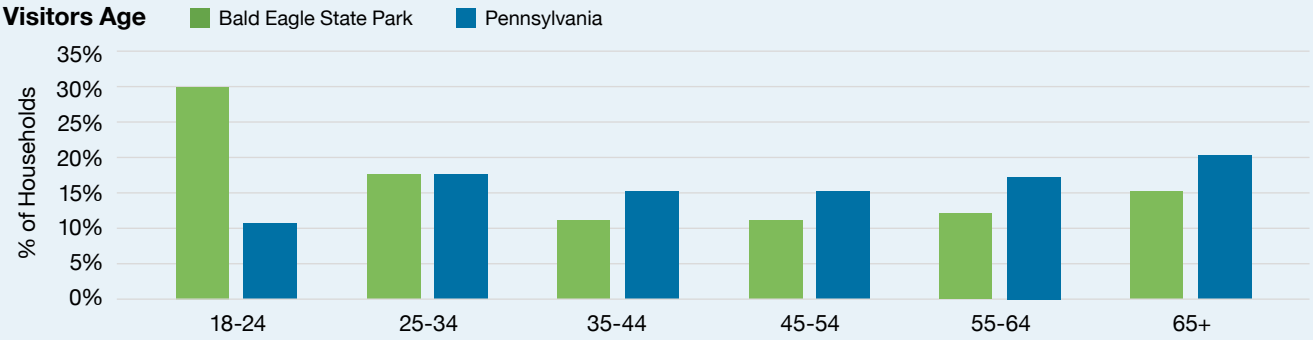
242 MIN AVG. DWELL TIME

Visits Trend





Visitors Age



Codorus State Park

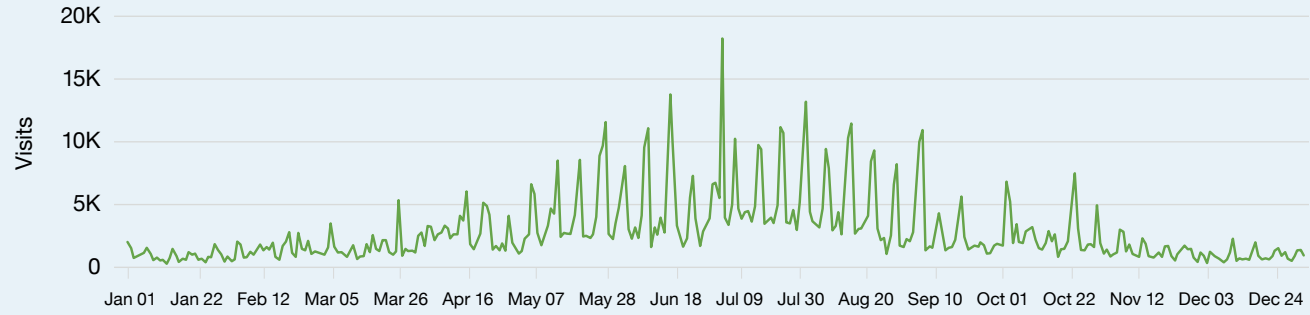
Visitation Trends 2023

992.6K VISITS IN 2023

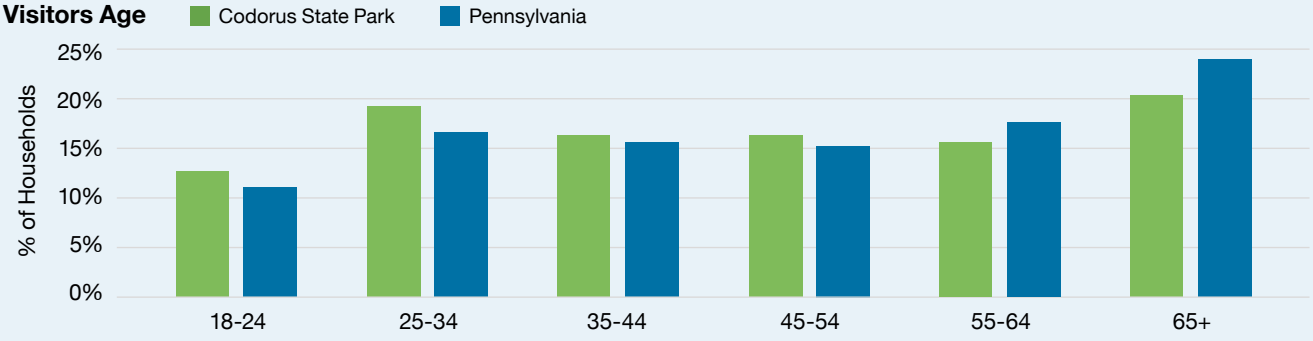
322.4K VISITORS

161 MIN AVG. DWELL TIME

Visits Trend



Visitors Age



PRIORITIES AND GOALS

Promoting Community and Economic Development

Advancing Health and Wellness

Supporting Access and Inclusion

Addressing Infrastructure and Maintenance

Progressing on Sustainability and Climate

Promoting Community and Economic Development

The benefits of outdoor recreation to community and personal wellbeing has long been understood. What is becoming clearer is how investment plays a significant role in a community's economic wellbeing. Pennsylvania's $19 billion outdoor recreation secret is no longer quiet, and businesses, local governments, and visitors are seeing the positive communal and economic value of strong connections to natural resources. Regardless of these benefits and strong public support, there needs to be an intentionality in development where communities are prioritized, amenities are not only for tourists, new and existing businesses are supported, and infrastructure is maintained and well designed to lay lightly on the landscape.



Many people experienced the physical and mental wellbeing of stepping onto a trail or into a park during and after the COVID-19 pandemic. Recreation areas, both rural and urban, exploded with the Outdoor Industry Association reporting the total number of outdoor recreation outings hitting an all-time high in 2021.[10] Even before the pandemic, people experienced the value of being outdoors. According to a 2018 study by Pew Research, "being outdoors" provided a great deal of meaning on par with spending time with friends, caring for pets, or listening to music.[11] Pennsylvania is understanding the social and economic value of outdoor recreation as well. According to the most recent federal data Pennsylvania's outdoor recreation economy is creating strong communities and grew at a faster rate than the general Pennsylvania economy (which also grew). In 2023 the Commonwealth's Outdoor Economy was worth $19 billion, approximately 1.9% of State GDP, and growing at a rate of 9.6% from 2022. This translates to more than 168,000 jobs and puts Pennsylvania's outdoor industry in the top 10 largest in the country.[12]

Being a state rich in natural resources with close proximity to major population centers such as Washington, D.C., Baltimore, Cleveland, and New York City, (in addition to it own metropolitan regions of Pittsburgh and Philadelphia), Pennsylvania has the opportunity to translate those natural resources to visitor experiences. Extractive industries at the turn of the 19th century took advantage of this proximity and generated immense wealth and shaped the modern labor class; however, they also changed the state's natural landscape. Now, after dedicated work from environmental pioneers and a conservation minded public, the state's natural resources, and its half-day drive proximity to more than 20% of the U.S. population make it a fantastic place for people to live, do business, ***and*** protect natural assets.

[10] https://outdoorindustry.org/article/2024-outdoor-participation-trends-report/
[11] https://www.pewresearch.org/religion/2018/11/20/where-americans-find-meaning-in-life/
[12] https://www.bea.gov/news/2024/outdoor-recreation-satellite-account-us-and-states-2023



Pennsylvania's natural resources create diverse opportunities for residents to connect with each other in the natural world. Of equal importance, these outdoor recreation opportunities provide substantial economic benefits to the communities welcoming large numbers of nature seeking tourists. As many of these outdoor recreation resources are located away from urban centers, this brand of the tourism industry is particularly significant for the economic development of rural communities.

There is a change in cultural consumption patterns from collecting objects to collecting experiences. Even in the process of purchasing a physical item, the consumer is swayed by the "experience" it will bring them (insert any car commercial here). This shift was occurring prior to the COVID-19 pandemic, but was put into overdrive as consumers sought both digital and nature-based experiences during the pandemic. The shift to experiences as a form of consumption isn't just for out of towners. Residents of communities are looking to tap into new work schedules and the emphasis on work-life balance. These recreation assets not only attract new tourists but can be a driving factor in attracting or keeping a dynamic workforce. States like Utah and Arkansas are citing the primary driver in talent recruitment is the outdoors.[13] Pockets of Pennsylvania are experiencing a similar effect, even if on a smaller scale.

Goal: Support communities in creating vibrant and resilient regions through outdoor economic development

The average Pennsylvanian primarily visits their local or municipal park, public pool, or another local recreational asset. Local recreation may not seem like an economic driver; however, research suggests that local recreation is connected to increased home values and economic benefit for the surrounding community. In research for this plan, it was reported that over half of all Pennsylvanians spend money at local establishments before, during, or after recreational activities regardless of proximity to home. In the York County analysis, approximately 50% to 60% of visitors began or ended their trip at home or work; however, locations such as retail chains, convenience stores, taverns/brew pubs, restaurants, ice cream shops, and or historical sites also show up as destinations immediately before or after visiting a recreational resource. That means that an estimated 40% to 50% of visitors (local or otherwise) are spending money at establishments surrounding their recreational activities. This is especially pronounced along the York County Heritage Rail Trail where the top 50 visits before or after are clustered on or near the trail and nearby towns.

51% of Pennsylvanians spend money at local establishments during recreation

But towns are not always well connected to the recreational resource adjacent to, or sometimes directly in their town. As the York County case study shows, visitors to Codorus State Park rarely patron businesses in downtown Hanover, instead preferring suburban shopping areas along major road networks as destinations before or after their visit to the state park. This is despite Hanover being a short 10-minute drive from the park. There are many reasons this might occur including marketing, key partnerships, or simply the complexity or safety of walking or riding a bike from the park to downtown.

Towns that dot the Pennsylvania landscape once reliant on natural resources are again extracting resources from the forests, waterways, and mountains in a different way. Success of the Trail Town program along the Great Allegheny Passage in Western PA is a fantastic model that guides towns on or

[13] https://www.sltrib.com/news/environment/2021/07/14/outdoors-is-utah-tech/



adjacent to a trail with best practices of connecting people from a trail to businesses along the way. The Susquehanna Greenways River Town program is another story of towns trying to tap into waterways that were once the lifeblood of industry.

Across the Commonwealth trails, waterways, forests, game lands, state parks, local parks, gravel roads, sport fields, and so much more can provide enhanced economic benefits for towns and local businesses. The playbook created by Trail Towns and River Towns can be expanded and unified to connect downtowns to the natural assets within, or immediately adjacent to its borders. The various town models available and the Pennsylvania Downtown Center's Nature Based Placemaking framework are good things to leverage to unify regional planning efforts and marketing strategies to connect towns to all sorts of natural assets, not just trails and rivers.

Beyond connecting communities to surrounding natural assets, there needs to be a way to measure the impact on a local and regional level. Pennsylvania's Office of Outdoor Recreation's report *Growing Outdoor Recreation* showed a comprehensive economic impact of people in the outdoors, and the state's



$19 billion outdoor economy is impressive enough to be the eighth largest in the country. However, for small towns, regional planners or tourism agencies a statewide economic impact study is only part of the equation in a large and diverse state like Pennsylvania. Decision making and planning processes occur at the local level, and thus local economic analyses are just as important as the statewide analysis. Enhancing and modernizing the use of data will support recreation planning and management at all levels.



Goal: Further activate Pennsylvania as a hub for outdoor recreation and adventure for all people

While local recreation made up half of all recreational activities, recreation-specific destinations were still of high value for Pennsylvanians. Approximately one-third of all Commonwealth residents planned a trip primarily around recreation activities or destinations. This matches national trends reported by the National Park Service which shows a 4% increase from 2022 to 2023 in the number of people who visited a national park service destination.[14]

According to the public survey, recreation enthusiasts also enjoy attending events on public lands. Approximately 75% of recreation enthusiasts spend time at events, from public arts events to specific recreational activity events such as races, charity events, or fishing competitions. Events are popular ways for the public to see the beauty of the Commonwealth's natural resources, and these types of events are growing in popularity as people look for both activities and social connection with their community.

For the people who put on these events, the surrounding communities that host, and the public who may be affected, it is valuable to understand the possible beneficial and adverse impacts these events bring with them. There is a need to determine best practices of conducting business on public lands, such as running events or guiding expeditions, while also limiting the impact to public assets and natural resources. DCNR and other public land entities can modernize permits and use agreements for special events or commercial use, but there is also a need to share best practices of using public lands for commercial activity and determine a comprehensive direction of how public land can and should be used for these activities.

Pennsylvania launched the *Great American Getaway* in 2024, a new branding strategy to highlight the Commonwealth's place in American History, present, and future. At the branding launch, Governor Shapiro highlighted the natural assets of the state on his multi-day RV road trip. While showcasing state parks, forests, and trails, the Governor made stops at local coffee shops and restaurants along the way to highlight tourism's $76 billion economic benefit for the state, but more specifically the value of nature-based tourism for communities surrounding preserved, protected, and visited natural resources.

Noctourism or Astrotourism, the act of visiting a place for its nighttime views or adventure, is a growing trend among travelers. Dark Sky PA identifies 18 state parks suitable for night sky viewing in addition to the ever-popular Cherry Springs State Park. Additionally, Erie saw an influx of visitors seeking to be in the path of totality during the 2024 solar eclipse with an economic impact in the millions. Preserving open space and limiting light pollution is seen to have positive social and ecological benefits, and Pennsylvania's night sky viewing is an added economic benefit.

The Commonwealth can enhance its outdoor branding strategy to showcase that it is *the* place to visit for outdoor recreation in the mid-Atlantic region. Since more than 20% of the U.S. population lives within a half-day's drive of Pennsylvania's recreational and natural assets, the Commonwealth is well-positioned to be an adventure getaway for millions of visitors wanting to explore. The mobility data case study from Centre

[14] https://www.nps.gov/subjects/socialscience/visitor-use-statistics-dashboard.htm

County shows visitors to Rothrock State Forest from Cleveland, Washington D.C., and New York City in addition to many from Pittsburgh and Philadelphia. Rothrock State Forest, adjacent to State College, is home to mountain bike trails and maintained gravel roads and attracts visitors to participate in various cycling related events such as the popular multi-day Trans-Sylvania Epic mountain bike stage race or the Season's of Rothrock gravel races. According to a study from Penn State, the North Central ATV Connector in Potter, Tioga, Clinton, and Lycoming counties brought in $13.1 million in 2023. Of that, $6.7 million was in the form of lodging and restaurants/meals indicting a large portion of ATV riders visiting the Pennsylvania Wilds are tourists. These assets and events bring attention to the state's natural assets and create economic wellbeing for surrounding communities.

Goal: Develop and support Pennsylvania's outdoor recreation industry and its businesses and workforce

The modern recreationist needs modern amenities. Equipment needs are ever changing to keep pace with the demands of the natural world or their buddies who snowboard downhill faster with advanced technology. Additionally, manufacturing and materials are changing to adapt to market demands for more sustainable materials. Furthermore, while EV drivers need places to charge their vehicle, or visitors need Wi-Fi to upload their beautiful pictures of fall foliage, more than anything visitors need reliable places to eat, sleep, and resupply during their adventure. Businesses are the backbone of a community, and the outdoor economy can provide ways for those communities to supply meaningful work and livelihoods.

From national brands (like Dicks, Zippo, Organic Climbing, Gilson, Fish USA, Billie Bars, and Aliner) to smaller businesses coming out of our local communities (like Dutchware, Journeyman Hammocks, Broken Creek, Zee Bait Co, and Purple Lizard), Pennsylvania is home to a wide array of outdoor recreation business manufacturers. The diverse careers available in these businesses and entrepreneurial opportunities that are pursued provide the goods and materials which help Pennsylvania's outdoor industry thrive.

This robust mix of outdoor manufacturing is a bright spot within our outdoor industry and for the commonwealth. Indeed, over the past five years, our outdoor manufacturing sector has grown by 40 percent and wages earned in outdoor manufacturing jobs average nearly $88,000.[15]

Once made, Pennsylvania's outdoor clothing and equipment is sold at shops small and large, many of which are Pennsylvania owned. Retail accounts for the largest proportion of Pennsylvania's outdoor recreation industry and is a rapidly growing sector of our economy. Sales of outdoor recreation goods account for nearly 10% of all retail in the Commonwealth.[16]

The industry professionals who plan, design, and build outdoor recreation infrastructure, as well as the creative and technical workforce (like website producers, app developers, map makers, graphic designers and the consultants, accountants, and attorneys who specialize in the outdoor industry) complete the picture.



[15] "Outdoor Recreation Satellite Account." Outdoor Recreation | U.S. Bureau of Economic Analysis (BEA), 20 Nov. 2024, www.bea.gov/data/special-topics/outdoor-recreation.
[16] "Outdoor Recreation Satellite Account." Outdoor Recreation | U.S. Bureau of Economic Analysis (BEA), 20 Nov. 2024, www.bea.gov/data/special-topics/outdoor-recreation.

Creative, technical, and public service careers are available in the outdoors for Pennsylvanians as well:

- Planners, landscape architects, and trail designers and builders create the places where we recreate outside.
- Content producers, marketers, map makers, and guidebook producers inspire and empower us to visit new places.
- Educators, guides, and outfitters show us the way and help us appreciate the natural and cultural heritage that surrounds us.
- Park rangers, foresters, game wardens, conservation officers, and recreation program managers protect us and the landscapes in which we like to play.

More than 8,000 of these professionals are at work in Pennsylvania every day supporting the people who need places to stay, places to eat, guides to show them around, and equipment to support their experiences. Outside of clothing, shoes, and equipment, transportation and lodging were among the top choices for enthusiasts' outdoor spending habits, and with 30% of Pennsylvanians planning trips primarily focused on outdoor recreation. Towns are poised to capitalize on economic opportunities such as these; however, reliability of places is a key component of tourism development strategies. Local



establishments may not always been open on a Sunday, or labor shortages in a region may lead to limited business hours. Additionally, hotel lodging may be limited in some areas leading visitors to rely on Airbnb or VRBO, which can be limited in some more remote places. These challenges can make it difficult for communities to connect with recreation visitors and limit economic impact.

Support for outdoor businesses can come in many forms including technical support; access to capital; and networking opportunities. *Elevate*, the effort to stand up an outdoor business alliance in Pennsylvania launched in 2024, is bringing together stakeholders to build structures helping businesses collaborate; navigate permits and regulations; and advocate for the needs of the outdoor business community.

The Pennsylvania Outdoor Corps in partnership with the Student Conservation Association is providing workforce development opportunities. The next project to tackle is business incubator and accelerator programs. However, all of these efforts are inconsequential if quality places to recreate and the town infrastructure to support the connections is not present.

The percent of publicly available land for recreation in Pennsylvania is second only to New York in the Mid-Atlantic region

From community parks to state parks, the Commonwealth has an abundance of natural resources that benefit communities. The success of trail towns at supporting new businesses, and new manufacturers in the state catering to outdoor adventures is exciting. The percent of publicly available land for recreation in Pennsylvania is second only to New York in the Mid-Atlantic region, and Pennsylvania's State Parks are free – a distinct benefit compared to its neighboring states. The Commonwealth is also rich in educational institutions and a strong business community that can support the growth already seen. These assets can be leveraged for Pennsylvania to be a leader in promoting community and economic development connected to the outdoors.

Building access to natural recreation areas is not solely for tourist development, but also for the benefit of the local community. Holistic community planning is needed to support both economic development and long-time residents. The Pennsylvania Downtown Center's framework on Nature Based Placemaking, or Trail Towns is a great planning tool for communities to both leverage and balance the opportunities of outdoor recreation. Plans that integrate transportation (ideally with an active transportation framework), workforce development strategies, land conservation, and housing (for residents, seasonal workers, and visitors), can go a long way in preserving community. Too often tourism is just another opportunity for the American consumer to shop their way through a standard and curated experience. Placemaking is about preserving community and sharing a piece of the cultural and natural beauty that makes a place special.

CASE STUDIES

Pennsylvania: The Great American Getaway

The classic American road trip inspires a sense of adventure and exploration about the destination and the journey along the way. Whether you road tripped as a child with your family or prefer to travel solo, with a partner, or with friends, this is your invitation to road trip to Pennsylvania: The Great American Getaway.

The Great American Getaway isn't a single pin on a map—it's all of Pennsylvania. From the Commonwealth's small towns with big reputations to world-class restaurants and bars, renowned historical sites, and thrilling outdoor recreation— there's always something new to explore.

This is where America's classic pastimes were born. Explore Pennsylvania's three UNESCO World Heritage sites or take on a trail at one of our 124 state parks. Cheer on professional sports teams or root for the Little League World Series champions. Feel the rush as you glide down mountains at 20+ ski resorts or splash along waterslides at locations like Kalahari, Camel Beach, or Sesame Place. Pennsylvania is a place where iconic meets innovative, and classic takes on new meaning.

Ready to pack your bag and hit the road? We invite the nearly 72 million people who live within a four-hour drive of Pennsylvania to chart their own Great American Getaway.



Southern Alleghenies

The Alleghenies region of Pennsylvania offers a variety of outdoor recreational activities, often near historic downtowns, residential areas, and commercial centers. The report Alleghenies Outdoors: Moving the Recreation Economy Forward (March 2024) assesses the region's outdoor economy, highlighting its strengths, weaknesses, and opportunities. It proposes principles and strategies for advancing the recreation economy through regional collaboration.

The plan provides actionable steps for nonprofits, governments, economic development organizations, land managers, tourism bureaus and advocates. It outlines five key areas for progress:

1. Invest in and care for recreational assets.
2. Share resources to support the outdoor economy.
3. Encourage residents and visitors to engage with outdoor and community spaces.
4. Enhance key recreational sites for everyone.
5. Promote the outdoor economy as a regional strength.



Since its release, the report has inspired county governments, municipalities, economic development groups, and community organizations to actively seek funding for trail development and maintenance. A regional tourism consortium to boost local outdoor businesses has been created. And efforts are underway to establish outdoor recreation authorities.

The Alleghenies are poised to use outdoor recreation as a catalyst for growth, reinforcing the need for a unified regional strategy. The report has galvanized diverse stakeholders, confirming that collaboration is essential to sustaining and enhancing the area's outdoor economy.

Advancing Health and Wellness

Ensuring a healthy society is the goal of just about every state and local government, but balancing it is a complex challenge with environmental equities, biological factors, and the built environment, just to name a few, impacting health outcomes across the state. Improving the health of Pennsylvania's communities has been a key priority in recreation planning since 2009, and according to the CDC more Pennsylvanians report participating in physical activity today compared to 2019. However, the rise of chronic health conditions and mental health concerns require strong connections to be made between health care and recreation providers.



Study after study suggests positive associations between outdoor recreation and social outcomes, and there continues to be sharpened awareness about the benefits to both physical and mental health. From Attention Restoration Theory to studies suggesting that outdoor physical activity is more beneficial than indoor, there is a clear understanding of the benefits of being outdoors, like improved cardiovascular health, muscle strength, and endurance. Engaging in these activities in natural settings can make exercise more enjoyable and sustainable, which encourages consistent participation. Additionally, exposure to sunlight while recreating outdoors boosts vitamin D levels, which supports bone health and immune function.

Mental health benefits are another significant aspect of outdoor recreation. Spending time in nature has been shown to reduce stress, anxiety, and depression by lowering cortisol levels and promoting relaxation. Activities like hiking, gardening, or simply walking in green spaces can improve mood and foster a sense of calm. Natural environments also encourage mindfulness and mental clarity, providing an escape from the pressures of daily life. Research indicates that people who engage in outdoor recreation experience improved focus and creativity, as well as better overall mental resilience.

Socially, outdoor recreation strengthens connections with others and builds community. Whether through group activities like team sports, picnicking, or outdoor classes, these shared experiences foster relationships and a sense of belonging. Outdoor public spaces can also serve as inclusive environments where people of all ages and backgrounds intermingle providing needed intercultural space and the potential of breaking down social barriers. The World Happiness Report from 2024 (and many of the earlier reports) indicates that across the globe, outdoor activities lead to increased life satisfaction, meaning, and social engagement. Around the world, the communal aspect of outdoor recreation contributes to overall happiness, especially for individuals who may otherwise feel isolated.

For children, adolescents, and aging adults, outdoor recreation is particularly important. For kids, playing in natural settings helps improve motor skills, encourages imaginative play, and fosters a sense of environmental stewardship – all necessary in a digital consumer age. For aging adults, outdoor spaces can assist with mental fortitude and sedentary lifestyles. Studies continue to be conducted exploring the impact of outdoor activities for dementia patients, and unique work is being done considering how outdoor spaces can be designed specifically for dementia patients. In general, for children and aging adults, outdoor recreation supports mobility, reduces the risk of chronic diseases, and combats loneliness, making it a valuable tool for both ends of the spectrum.

Goal: Prioritize safe access to recreation spaces and facilities by creating walking and biking networks that support healthy and active lifestyles for all Pennsylvanians

When roads were first laid across the Commonwealth, they were shared resources. In Latrobe, Pennsylvania the Lincoln Highway Experience Museum tells a story of early visionaries who wanted to drive their new automobiles from town to town connecting communities along the way. Early roadways were shared resources with horses, walkers, cyclists, and early automobile adopters, and while speeds were much slower than today, roads facilitated connections for *all road users*. Today, a monolithic narrative of roadways dominates. A single person on two feet should have all the same rights to occupy public space as a single person on four wheels. However, in many communities the space afforded to pedestrians to safely walk, bike, use a wheelchair, or other form of micromobility is almost non-existent or poorly connected.

After remaining steady for many years, even if disturbingly higher than other developed nations, pedestrian fatalities once again began rising in 2010 and have continued to rise to account for over 18% of all traffic-related fatalities. According to the Governor's Highway Safety Association there was a three-year surge (19% increase) in traffic related pedestrian fatalities between 2019 and 2023, rising faster than any other traffic related death and reaching a 40-year high.[17] While Pennsylvania's rate of pedestrian fatalities is lower than many neighboring mid-Atlantic states (1.43 per 100,000) it is still on an upward trajectory.

There are many reasons for alarming numbers such as these, but the research indicates the two primary reasons are: 1) unsafe traffic infrastructure that emboldens high speeds with limited space for pedestrians, and 2) the prevalence of larger vehicles (trucks and SUVs make up 67% of the U.S. auto market) which carry a higher risk than sedans for both adults and children. More people continue to choose walking/running as their preferred outdoor recreation activity, and recreation enthusiasts express a high level of concern for on-road safety (see open ended questions in Appendix B). On-road and off-road safety for everyone should be a priority, but especially vulnerable recreation users such as walkers, runners, or cyclists, and the people trying to access public parks outside of an automobile, specifically children and aging adults.

Active transportation planning is the initiative by Pennsylvania's Department of Transportation (PennDOT) and the US Department of Transportation, which encompasses developing policies and engineering that supports any non-motorized mode of transportation. Connecting public and private facilities



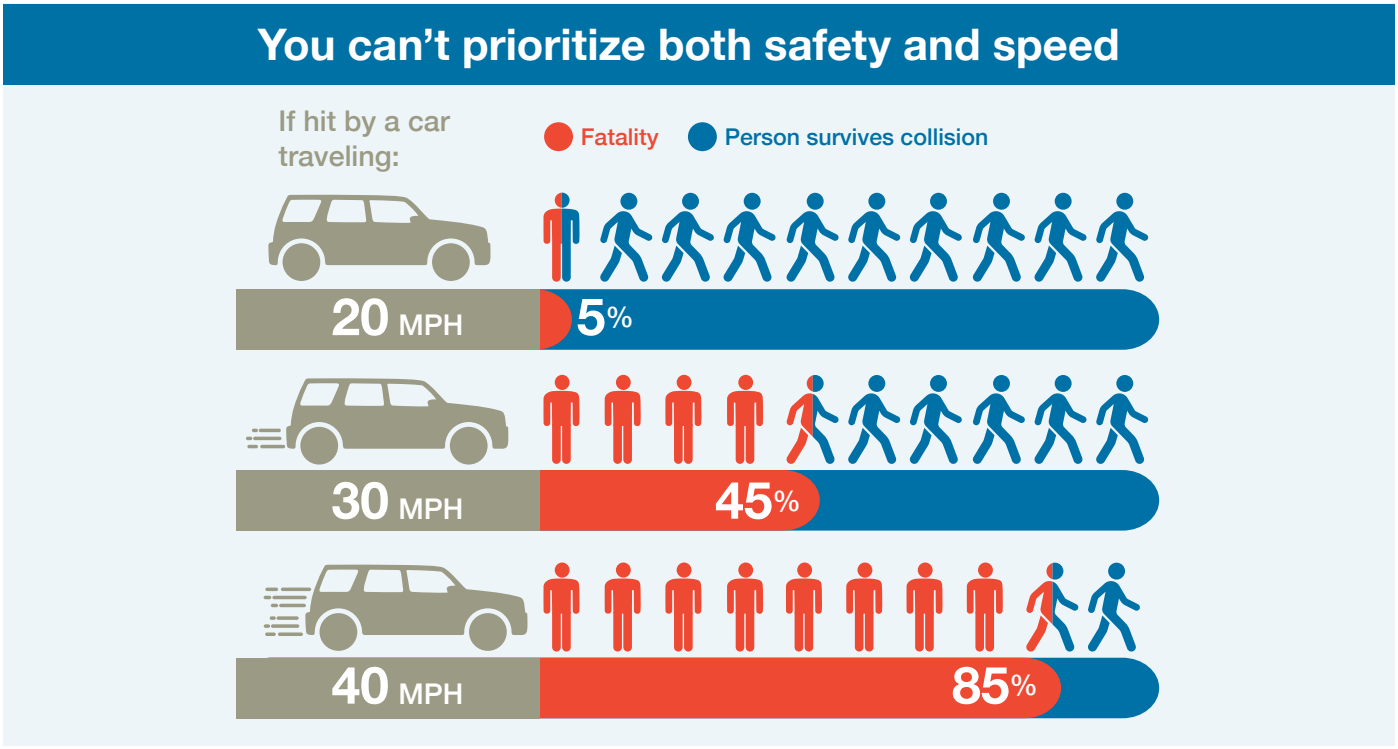
[17] https://www.ghsa.org/resources/Pedestrians23



that enable all people to safely engage in physical activity such as walking, bicycling, or wheeling is the essential goal of Active Transportation Planning (ATP). In 2019, PennDOT completed the Pennsylvania ATP and work will begin in 2025 to update the statewide plan. PennDOT's active transportation plan is designed to enhance safety, provide equitable transportation, connect communities, improve public health, and increase economic opportunity and impacts. Other advocacy initiatives with the similar goals include Smart Growth America's *Complete Streets* approach and Vision Zero which is a "fundamentally different way to approach traffic safety" where a single traffic related fatality is unacceptable.

In addition to the statewide plan more than 70 local, county, or regional ATPs are in place or underway in Pennsylvania. The Department of Health's WalkWorks program partners with the Pennsylvania Downtown Center to support the development and adoption of ATPs across the Commonwealth. Municipalities can receive funding and technical expertise to explore opportunities that enhance safety for vulnerable road users.

In addition to on-road safety, connecting communities to recreation areas through trails can go a long way in enhancing community wellbeing. Pennsylvania's major greenways are spines that connect communities with each other and natural assets, but these can be supplemented and connected with local trail networks as well. Smaller (3-5 mile) trails and pathways can connect people from neighborhoods to parks and are an essential component for safe connectivity.



National Transportation Safety Board. 2017. Reducing Speeding-Related Crashes Involving Passenger Vehicles

Goal: Promote outdoor recreation as an essential part of the physical and mental healthcare system

Rachel and Stephen Kaplan, both renowned environmental psychologists, conducted numerous studies dating back to the 1970s showing tremendous association between health outcomes and exposure to the natural world. Research indicates that spending time outdoors in nature, not only reduces stress, but also benefits cognitive skills. There is growing evidence suggesting that children who spend more time in green space have better cognitive functioning, fewer cases of ADHD, and lower rates of biological indicators.[18] With physical health care costs being 34% higher in the U.S. than any other high income country and mental health care in such high demand, it is wise to pay attention to the benefits of outdoor recreation, even if ancillary.



Ninety percent of Americans think there is a mental health crisis according to the American Psychological Society, and approximately one-third of adults report feeling anxious either often or always. Additionally, of those looking for mental health care intervention, one-third report not being able to get the services needed. The CDC, who has monitored mental health and substance abuse through Youth Mental Health surveys since 2011 finds that 42% of youth experience "persistent feelings of sadness or hopelessness," up from 28% in 2011.[19] With a pandemic still close in the rearview mirror, economic and political tension and uncertainty, and an unfathomable amount of information available to us on ever present screens, it is no wonder we are experiencing the highest rates of mental health challenges than ever before.

Solutions to the mental health crisis are known and effective, but the availability of them is limited. Too few therapists, access to appropriate medication, or the still present stigma associated with mental health can all be pointed to as limiting factors in addressing the crisis. Early interventions and engagement with the challenges we all face, not stigmatizing them, is shown to be beneficial for long-term health. The challenge is in getting access to the quality care for those most in need.

Engagement with natural resources can play a few different roles for minor to moderate mental health concerns, but trained professionals should always be the first stop for anyone experiencing challenges. One of the primary benefits for mental health is that access to natural settings can be preventative measures before challenges occur. Research indicates that exposure to natural environments is shown to significantly decrease depression. In various studies, a 50-90 minute walk shows changes in a subject's Profile of Mood States (POMS) rating score with walks in the forest or other natural settings demonstrating significantly higher results. Additionally, passive engagement (sitting on a bench) in forested areas for as little as 15 minutes can also show results.[20] Secondly, outdoor recreation can be a place holder when mental health services are limited or unavailable. With 33% of adults reporting limited access to mental health services, and youth needs rising, outdoor recreation can be used as a short-term intervention strategy in the 8 to 18 weeks the average person has to wait for an initial appointment with a therapist. Connecting mental health and recreation providers through established programming can go a long way in assisting vulnerable communities.

[18] Zarr, R. et al (2022). The Park Rx trial to increase physical activity among low-income youth. Contemporary Clinical Trials. https://doi.org/10.1016/j.cct.2022.106930 Received 17 May 2022

[19] https://www.pewtrusts.org/en/trend/archive/fall-2023/americas-mental-health-crisis#:~:text=Surgeon%20General%20Vivek%20Murthy's%20advisory,stresses%20young%20people%20already%20faced.

[20] Meneguzzo, F., Albanese, L., Antonelli, M., Baraldi, R., Becheri, F. R., Centritto, F., ... & Neri, L. (2021). Short-term effects of forest therapy on mood states: A pilot study. *International Journal of Environmental research and public health*, 18(18), 9509.



In addition to mental health, physical wellbeing is an essential component of outdoor recreation. Pennsylvanians mostly agreed that outdoor recreation should be a tool to confront current or potential physical health issues in patients (Appendix A). Benefits of physical activity are for every age group, but specific benefits differ in various age brackets. Older adults (65+) benefit from improved memory, reduced blood pressure, and lower risks for eight different cancers. For adults it can reduce stress and anxiety and improve sleep, and for children increased physical activity can improve attention and reduce the risk of chronic disease such as type 2 diabetes. Health departments such as the Pennsylvania Department of Health and the CDC identify that adults and children alike should strive for at least 150 minutes of physical activity each week as part of a healthy lifestyle, but according to a 2015 study with the CDC, inadequate physical activity is associated with $117 billion in annual health care costs.[21]

67% of Pennsylvanians agree that parks, trails, and open spaces are an essential part of the healthcare system

In the siloed world of professionalism, there is a disconnect with our health care and recreation professionals. More research is needed to explore the impacts of outdoor recreation on health outcomes, particularly mental health outcomes. Working with therapists and psychology researchers, there are opportunities to measure mental health impacts of access to public land to more clearly understand the connections. Studies show strong correlations, but data is not completely conclusive which can limit funding or insurance coverage for unverified intervention methods. Connections can be made between local public lands managers and therapists where a practitioner might be allowed workspace at a local park or land trust to meet with clients, or a park program might consider bringing in a mental health professional to assist their staff in knowing how to work with patrons experiencing a mental health or substance abuse crisis. Walk with a Doc and ParkRX programs can serve to both connect people and get folks out walking. Dauphin County's ParkRX program sponsored by Highmark conducts wellness walks, tree identification walks, and seasonal fruit tree and foraging walks. Taking programs such as these a step further, partnering with health clinics to offer mobile healthcare in parks would be beneficial for both healthcare and park organizations.

[21] Carlson, S. A., Fulton, J. E., Pratt, M., Yang, Z., & Adams, E. K. (2015). Inadequate physical activity and health care expenditures in the United States. *Progress in cardiovascular diseases*, 57(4), 315-323.



Goal: Create environments where everyone feels safe to recreate

Quality public spaces require various key elements – trees, food, places to sit, water (fountain or natural body), street access, sun, and a reason to visit (a nearby café, local neighborhood activities, social gathering place, a good lunch spot, etc.). In many cases these seven principles, pioneered in the 1970s by American urban sociologist William Whyte, still ring true today, but underneath all of these is an added layer - safety. People need to feel a reasonable level of safety in any public space, and there are good reasons to believe safety is one of them most important aspects driving anyone's visit to the natural environment; however, it is fraught with complexities.

The natural world is inherently risky. A summer 2024 Outside Magazine article opened the longstanding debate of safety in the natural world after a tragic accident on Half Dome in Yosemite National Park.[22] Pennsylvania does not have a 9,000 ft. peak to consider in its recreation landscape, but as more people with varying skills and experiences are recreating on water ways, in remote forests, or even in their own neighborhood, safety is a key concern and one that might keep people away if not considered intentionally. While inherent risks associated with nature can never be fully mitigated, preventable safety issues should be addressed; especially when they are socially created.

Safety concerns are relatively low for Pennsylvanians with only 5% reporting safety as the most significant barrier to recreation. However, for women and communities of color, safety was identified at a much higher rate than for white men. About 14% of African Americans and almost 12% of Latino respondents identified safety as one of the top concerns for participating in outdoor recreation. Women (6%) also reported safety concerns at higher rates than men (4%). These are essential data points to pay attention to because as the Outdoor Industry Association report shares, "for the first time ever, more than half of American women are participating in outdoor recreation. The female participation rate reached 51.9% in 2023, up from 50% in 2022."[23] Reports show that women and people of color experience comments, biased assumptions, or blatant discrimination or violence at much higher rates than white men outdoors. "According to a 2019 report, 55% of women working in the bike field said they had been directly or indirectly affected by behavior or comments that are discriminatory or biased based on gender. That's in comparison to 20% in the running industry, 35% in the snow industry, and 36% in other outdoor industries."[24] No matter the industry or activity, gender and racial/ethnic discrimination of any kind should not happen and be actively counteracted with welcoming language and clear and efficient reporting structures when someone does experience discrimination.



[22] Moye, J. (2024). Should Yosemite Close the Half Dome Cables? We Asked Alex Honnold. Outside Magazine. https://www.outsideonline.com/outdoor-adventure/climbing/yosemite-half-dome-cables/
[23] Van Houten, A. (2019). Women are not treated equally in the outdoor industry. Outside Magazine. https://www.outsideonline.com/culture/opinion/camber-outdoor-industry-survey-gender-discrimination/
[24] Ibid.

In addition to safety for historically marginalized communities, recreation is becoming more accessible for the public, and safety in newly found recreational opportunities is an important component to ensuring an accessible recreation landscape.



For the last 10 years, Pennsylvanians have expressed a strong desire to be in the water. Kayaking, canoeing, and paddleboarding continue to be top activities, or are listed as the top activity people would most like to try. Natural bodies of water attract people for their aesthetic and enjoyable qualities but also require an added layer of skill. As Pennsylvania continues to invest in natural water access for recreation and as a climate adaptation strategy, there needs to be a public knowledgeable in waterways to avoid serious injury or catastrophe.

Investing in local swimming pools and swim lessons can ensure a public that is more knowledgeable about how to swim. Additionally, ensuring safety signage and water safety training videos (using mobile technology such as QR codes) are accessible at every water access point or when someone purchases a watercraft, can go a long way in educating the public about safe water conditions. Not everyone is aware that water levels change temperature, flow rates, and to look out for strainers, hydraulics, or other water hazards.

Beyond water hazards, both Pennsylvanians and Enthusiasts expressed concern about environmental hazards such as ticks, mosquitos, heat and sun exposure, and air quality. Efforts to reduce the risk such as having sunscreen dispensers available at State Parks with swimming areas, a partnership with DCNR and the Department of Health, can help people better protect against harmful UV exposure. Additionally, when temperatures creep into the 90s and heat indexes reach triple digits (a likelier occurrence with climate shifts), communicating with visitors about increased water intake by signage at trail heads and parks will be important to limit dehydration, a prevalent public health concern.



Creating healthy and safe environments is not the sole responsibility of first responders or healthcare workers, but rather involves community planners, recreation professionals, elected officials, *and all of us*. We model the world we want to live in. The famous conservation biologist E.O. Wilson said, “organisms when housed in unfit habitats undergo social, psychological, and physical breakdowns,” and Richard Louv coined the term, “Nature Deficit Disorder” to describe the social world we’ve created. As the reports continue to mount about the social disconnections, psychological crises, and physical health breakdowns, it can be argued that we are an organism unfit for the habitat we’ve created for ourselves; but the good news is that we can, and we are, making a better habitat for everyone in Pennsylvania.

13% of Pennsylvanians and 20% of Enthusiasts express concern about environmental hazards such as heat and sun exposure, mosquitos and ticks, and air quality

CASE STUDIES

Recovery in Nature

The Pennsylvania departments of Drug and Alcohol Programs and Conservation and Natural Resources announced the agencies' Recovery in Nature initiative, which ran through the month of September 2024 in conjunction with National Recovery Month. Recovery in Nature is designed to remind Pennsylvanians of the healing power of nature – particularly for individuals in recovery from a substance use disorder – and encourage all Pennsylvanians to take advantage of trails and waterways across the Commonwealth.

Department of Drug and Alcohol Programs Secretary Dr. Latika Davis-Jones said, "We know that for those in recovery from a substance use disorder, spending time in nature can be a powerful tool in their journey and provide a boost in both mental and physical health,"

There are nine regional recovery hubs, funded by the Department of Drug and Alcohol Programs, across the state, and DDAP worked with the DCNR to identify a corresponding trail or waterway within a state park or trail system near each regional recovery hub. "Trails not only connect one place to another, they connect people to nature and the enjoyment of our state parks and forests which has benefits for our health," DCNR Secretary Cindy Adams Dunn said.



Active Transportation: City of Bethlehem

The city of Bethlehem has been proactive in addressing the need for safe, accessible, inviting, and connected infrastructure networks serving those that walk, bike, use wheelchairs, and access transit. The long-term expansion of driving infrastructure in the city has had severe consequences for road safety and the viability of transit, with the most extreme impacts falling on the most vulnerable residents.

In 2020, the city applied to Pennsylvania's WalkWorks program for $20,000 to develop the Broad Street Active Transportation Plan, recognizing that a host of critical needs for vulnerable populations could be addressed with expanded transportation options.

The plan, completed in 2021, identified a range of needed improvements to pedestrian, bicycle, and transit infrastructure along the corridor, including signal improvements, curb bump-outs to slow vehicles, shorten crossing distances and increase pedestrian visibility and safety, separated bike lanes, and Enhanced Bus Service stops.

Because the City had a Vision Zero Plan and the Broad Street Active Transportation Plan prepared, they were eligible to apply for design and construction funding when the federal Department of Transportation launched the Safe Streets and Roads for All Grant Program as part of the Infrastructure Investment and Jobs Act.

In December of 2023, Bethlehem was awarded $9.9 million for the construction of the Broad Street Corridor Enhanced Bus Service Project. That work will unroll over the next several years. Starting with a WalkWorks Active Transportation Plan can help build the foundation for future success.

CASE STUDIES

Armstrong Trails Serving an Aging Population

Tucked in the rolling hills of Butler County, about an hour northeast of Pittsburgh, the 21-mile Butler-Freeport Community Trail has provided visitors and residents alike access to walking, jogging, and biking opportunities since its 1989 beginnings. The trail traverses dirt, crushed limestone, and asphalt surfaces on an abandoned rail corridor along Little Buffalo Creek from Butler to the shores of the Allegheny River in Freeport.

In 2021, Buffalo Township resurfaced a one-mile trail segment to asphalt and constructed two fully ADA accessible parking areas at trailheads. Though a short distance, this asphalt trail section provides a smooth and stable surface for users of all abilities and less than a mile from the new Marwood Road trailhead sits Concordia at Cabot Short Term Rehabilitation Facility, which provides in-patient care during rehabilitation from a variety of medical conditions and procedures. Many of the facility's residents are members of the aging community and this newly asphalted trail segment provides a perfect distance for residents of all ages with mobility limitations to build strength and stamina through exercise, as well as the added benefit of rejuvenation of mind and body through exposure to nature. In fact, after the project's completion in 2024, the facility has discussed providing regular transportation to the trail for its residents.





Get Your Tail on the Trail

Since 2013, the Delaware & Lehigh National Heritage Corridor has partnered with St. Luke's University Health Network, a regional healthcare provider, to facilitate a health and welfare program called Get Your Tail on the Trail. This initiative encourages people to exercise by taking advantage of the D&L Trail and numerous other public parks and open spaces within the heritage area. Get Your Tail on the Trail gamifies participants' activity through challenges and public events, such as the annual St. Luke's D&L RaceFest which includes full and half race/walk marathons, 30-miles in 30-days challenges, and interpreted Health & Heritage Walks.

In 2024, over 2,000 participants logged over 630,000 miles as part of the Get Your Tail on the Trail initiative, and a record-breaking 1,604 runners and walkers, from 25 states and four countries, took part in the annual St. Luke's D&L RaceFest.

Every 3 years, St. Luke's conducts a Community Health Needs Assessment, which aims to identify major health concerns in the region St. Luke's serves. As "Promoting Healthy Lifestyles and Reducing Chronic Disease" was identified as a top priority focus area, the partnership with the recreational and heritage leadership of the Delaware & Lehigh National Heritage Area.

Supporting Access and Inclusion

Pennsylvania's demographics are changing, and as the population ages and more culturally diverse communities grow, recreation priorities need to ensure that all 13 million residents and visitors to the Commonwealth are served well. Experiencing outdoor recreation to one's fullest potential or benefit requires understanding and overcoming the various disparities that exist along with the specific needs of recreation users. Varying cultures, races, age groups, and people with diverse abilities have different needs and preferences as they look to connect with each other and the natural environment. In this section, topics of access, inclusion, representation, and equitable investments will be discussed specifically for disabled or communities with chronic health conditions, historically marginalized racial and cultural groups, and aging demographics of Pennsylvania.



Equitable access to outdoor recreation requires addressing disparities in proximity to parks, trails, and green spaces. Many underserved communities, particularly in lower-income urban and rural areas, lack nearby recreational opportunities. For example, while 65% of Pennsylvanians live within a 10-minute walk of public open space, that figure drops significantly in areas with lower incomes or higher population density. Transportation barriers compound the problem as 10% of Pennsylvania households do not own a personal automobile and limited public transit options make reaching outdoor destinations difficult.

17% of recreation enthusiasts indicate they experience a disability or chronic health condition

Additionally, accessibility for individuals with disabilities remains a challenge in outdoor recreation. While not every trail or mountain peak can be made accessible, putting a paved pathway around a mowed park space and saying the outdoor accessibility needs of a community are met is shortsighted. With just a little work, many trails, parks, and facilities can be designed to accommodate wheelchairs, mobility aids, or other accessibility needs, and inclusive infrastructure such as accessible signage or seating options along a trail can enhance the experience of older Pennsylvanians or those experiencing chronic health challenges.

Safety is another concern, particularly in underfunded parks that may lack proper lighting, maintenance, or patrolling. Women, children, seniors, LGBTQ+, and Black, Indigenous, People of Color (BIPOC) communities often cite safety concerns as a deterrent to visiting outdoor spaces, highlighting the need for targeted improvements that make everyone feel secure in these environments.

Outdoor recreation has historically lacked visible diversity, which can perpetuate a sense of exclusion for marginalized groups. Leadership roles, marketing campaigns, and programming often fail to reflect the racial and cultural diversity of the broader population. This lack of representation discourages participation by signaling that outdoor spaces



Women, and BIPOC communities cite safety concerns as a limiting factor to recreation at more than double the rate of white men

are not inclusive.[25] Additionally, recreational programming does not always align with the cultural preferences of diverse communities. For instance, activities such as cookouts or community gatherings are often overlooked as legitimate "outdoorsy" activities despite their popularity among many racial and ethnic groups. Providing programs that enhance social connections, outdoor education, and culturally relevant marketing will empower more people to participate. Ultimately, equity in outdoor recreation is about creating spaces and ensuring those spaces are accessible, inclusive, and reflective of the diverse communities they serve.

Enthusiasts identifying as Black/African-American, Latino, or Asian listed Picnic & Bar-b-que as a top 10 outdoor recreation activity



[25] Finney, C. (2014). Black faces, white spaces: Reimagining the relationship of African Americans to the great outdoors. UNC Press Books.

Goal: Create safe access to recreation for all skill levels, abilities, and experiences

The Keystone Trails Association lists 50 hiking clubs around the Commonwealth; the American Canoe Association lists 24 organizations who support paddling sports; the Pennsylvania Interscholastic Cycling League has 70 teams with over 1,300 student athletes mountain biking together; and there are numerous ATV, snowmobile, climbing, fishing, and many other clubs in counties around the Commonwealth. These are just a few small examples of the various clubs and organizations where people are connecting around their chosen activity. These types of community connections are valuable in growing and diversifying an activity. People want to connect with others who share similar life experiences, and research shows that these connections are essential for people to try new things.

Lowering barriers for beginners by improving social connections and "try-it" opportunities can go a long way to making people comfortable in outdoor recreation settings. This is especially important for older adults who, according to the NIH, are at a higher risk of experiencing social isolation. Exploring the possibilities of statewide "try-it" weeks where local clubs and organizations can connect people to others who enjoy the same outdoor recreation activities, creating social networking and mentoring opportunities for those who have historically felt unsafe in the outdoors. Additionally, providing these opportunities can connect people with other newbies who share a similar interest, thereby lowering the feelings of isolation when trying a new sport. The Pennsylvania Game Commission's mentored hunting permits is one example of a focused strategy at connecting with youth and can be replicated with other statewide efforts to encourage trying new activities in safe and controlled environments.

Recent years have seen a decline in traditional youth recreation (soccer, baseball, basketball, etc.) partly due to high costs, the privatization of youth sports, and the highly competitive nature. Focused efforts at connecting youth with each other in outdoor recreation settings can provide lightly structured engagement and enhance opportunities for beginners. Clubs for hiking, trail running, rock climbing, mountain biking, archery, or many more can connect kids with the natural world who come from varying skill levels and teach lifelong skills that can be done well into adulthood.

Once connected to the world of outdoor recreation It is important to create recreational environments that support users of varying skill levels that empower opportunities to build on experience and abilities. Progressive skilled trail systems where walkers, hikers, and bikers can recreate together is one example of providing equitable access. Trail loop systems or trail-with-trail designs where varying skill levels can connect with each other in similar spaces can create strong social connections and help people feel they belong to their respective outdoor community.

Additionally, communicating about these opportunities is essential in making people feel comfortable with their outdoor recreation experience. Creating outdoor accessibility field guides for recreation users who experience disabilities or chronic conditions can help inventory the availability of accessible resources but also serve as a marketing tool for communities to attract visitors. Furthermore, trail communication signage is a key way for hikers, walkers, or mountain bikers to understand the terrain they will experience, and the skills/abilities needed. Communicating about the surface, slope, prevalence of rocks or roots, trail width, e-bike charging opportunities, recommended amount of water to bring, and more on trailhead signage can give users autonomy over their decision to hike a trail instead of relying on reductive language such as "easy," "moderate," or "difficult."





Inclusive programming plays a vital role in encouraging participation. Connecting with long-term care or assisted living facilities by offering nature walks tailored for seniors, or low-impact outdoor yoga sessions creates opportunities for physical activity that that can support sensory and cognitive stimulation. Moreover, intergenerational activities can foster a sense of community by bringing together people of all ages and abilities in shared outdoor experiences.

Goal: Create greater recreation opportunities for aging populations and people who experience disabilities or chronic health conditions

Creating greater recreational opportunities for aging populations and individuals with disabilities begins with rethinking how outdoor spaces and programs are designed. Physical accessibility is key. Various parks and trails must feature infrastructure that accommodates everyone, such as smooth, wide pathways with gentle slopes, well-placed shaded seating areas for rest, and when feasible ramps that eliminate barriers. By integrating universal design principles, these spaces can serve not only individuals with mobility challenges but also families with strollers or seniors who may need extra support. Additionally, providing adaptive equipment like all-terrain wheelchairs, e-bikes, or hand cycles can open activities like hiking or cycling to those who may not have had access before.

More passive outdoor recreation activities such as scenic driving (29%), picnicking/ Bar-B-Que (23%), visiting historic sites (16%), and wildlife watching/photography (12%) were all popular activities among Pennsylvanians and enthusiasts alike. Increasing the availability of passive recreation opportunities can serve many populations, but especially older adults. Additionally, passive recreation can be a stepping stone to an adaptive recreation activity. A person is rarely ever confined to one type of activity group, so as more benches, handrails, or other adaptive spaces are added to recreational landscapes it allows for individuals who experience a chronic condition to decide for themselves how much they are willing or able to physically push themselves that day.

Safety is another critical factor—parks should be well-lit, properly maintained, and include features like handrails and accessible restrooms. Meanwhile, outreach efforts that highlight accessible opportunities can empower individuals to explore spaces they may have previously thought were off-limits. Partnerships with healthcare providers or rehabilitation centers can further bridge this gap by connecting people with programs that enhance their physical and mental well-being.

For individuals with disabilities, specialized programs such as adaptive kayaking or fishing can be transformative. DCNR's Bureau of State Parks also has developed a priority listing of locations that would benefit from the installation of an accessible EZ Dock, and will be adding approximately 25 EZ Docks to state parks over the next five years to make kayaking opportunities more accessible. In addition, state parks continue to add more ADA accessible fishing piers, including two being planned for Ricketts Glen State Park and Maurice K. Goddard State Park soon.



Furthermore, coinciding with 2024 peak fall foliage, DCNR, along with Governor Shapiro and the First Lady, unveiled color-correcting lenses at nine State Parks. These new viewfinders help visitors who are colorblind see the vibrant colors of Pennsylvania's spectacular fall foliage. It is estimated that in Pennsylvania alone, one million people experience color-blindness. Additionally, the Cook Forest Sensory Trail, a partnership with DCNR and Pennsylvania Parks and Forest Foundation, is a mostly paved loop trail customized for vision impaired individuals with features like braille, guide cables, and benches.



Lastly, leveraging technological adaptations can enhance accessibility even further. Virtual tours of parks and facilities can help individuals assess whether a location meets their needs before visiting. Electric assisted recreation, such as e-bikes can enable longer, more frequent, and more enjoyable outings for those whose social group has greater abilities or skills. Integrating universal design and passive recreation opportunities allow for aging and disabled populations to oscillate between active and passive recreation users and join with others around them who are enjoying the same beauty of Pennsylvania's forests and waterways. By combining thoughtful design, inclusive programming, and community engagement, we can create a recreational landscape where everyone, regardless of age or ability, feels welcome and empowered to enjoy the benefits of the outdoors.

Goal: Strengthen relationships and support systems among historically marginalized and underrepresented communities and the outdoors

Historically, the prevalence of green space is tied to housing investment policies. Studies show that historic housing segregation practices such as redlining policies, which systematically kept communities of color from securing loans for housing investment, coincide with modern inequities in greenspace experienced by BIPOC communities.[26] [27] These inequities could be evident in lower tree canopy, less park space per capita, or disinvestment in the parks that do exist within the community. However, organizations and communities around the state are working to reverse inequitable trends and provide for a just recreation landscape for all Pennsylvanians in local communities and ensuring access to the more remote forests and waterways of the Commonwealth.

Beyond creating geographic or economic access to green space, strengthening relationships with historically marginalized and underrepresented communities requires creating racially and culturally inclusive space. Public parks operate with the same social rules of any space, either empowering positive interactions or fueling conflict and division. Conflicted spaces, where parks are occupied by a primary group and reflect the codified behaviors of those who occupy the space, can create unintentional social division and lead to misunderstandings, or worse, between park users.[28] Early park designers and scholars such as Olmsted, Whyte, and Vaux believed that parks should be designed with *contact* in mind to encourage mingling, uplifting of social classes, and be a reflection of democracy.[29] While early designers were condescending and steeped in racial divisions of the day, the ideas of public space being designed for social contact remain.

[26] Osei Owusu, R., & Rigolon, A. (2024). What has Contributed to Green Space Inequities in US Cities? A Narrative Review. Journal of Planning Literature, 08854122241269981.
[27] Nardone, A., Rudolph, K. E., Morello-Frosch, R., & Casey, J. A. (2021). Redlines and greenspace: the relationship between historical redlining and 2010 greenspace across the United States. Environmental health perspectives, 129(1), 017006.
[28] Finney, C. (2014). Black faces, white spaces: Reimagining the relationship of African Americans to the great outdoors. UNC Press Books.
[29] Agyeman, J., Bullard, R. D., & Evans, B. (Eds.). (2003). Just sustainabilities: Development in an unequal world. MIT press.



A key step in reconciliation is prioritizing the naming, design, and accessibility of outdoor spaces that reflects the needs of diverse communities. Ensuring park roads, features, and memorials reflect the full history of a community can go a long way in supporting inclusivity. Another aspect to consider is that many cultural groups live in inter-generational households and when family gatherings occur, it is important to have physically accessible trails and facilities and provide culturally relevant features like group picnic areas, family camping, and outdoor cooking spaces. Furthermore, recreation areas and policies can reflect garden design and practices from various cultures. For example, the use of parks and forests by indigenous communities for cultural ceremonies and events, or foraging are valuable practices among various cultural groups and working with these communities to allow access in certain areas can go a long way in creating inclusive spaces. By ensuring programming and recreational facilities accommodate cultural traditions, there can be steps made toward equity.

Equally important is fostering representation in outdoor stories and leadership. People's relationship to the land is often told through stories, images, historical markers, and signs. The American environmental story is a mix of sensationalized conqueror, peaceful settler, and bold conservationist in the face of industrialization. These stories are reductionistic in their descriptions of society's relationship to land and do little



to highlight the women and BIPOC communities who are also heroes of conservation and environmental justice. Dr. Robert Bullard, John Francis, George Washington Carver are the known national historic champions for environmental equity, but there are Pennsylvania heroes as well. Ralph E. Brock, the first American-American Forester, or Barbara Barksdale "The Cemetery Lady" are champions of preserving ecological *and* social stories. Modern stories of women and BIPOC environmental leaders are being elevated too. Robin Kimmerer, Rue Mapp, and Carolyn Finney are just a few leaders at the national level, but there are local stories as well. Pennsylvania, Philadelphia and Pittsburgh especially, has produced some of the most prominent and vocal environmental leaders, and it continues to do so. Elevating multicultural stories from the past and telling current stories is essential to the full conservation and environmental picture of Pennsylvania.



Stories can also help build partnerships with local organizations and create collaborative environments with cultural groups, schools, and non-profits. These partnerships can expand outreach by offering bilingual signage, inclusive marketing, guided hikes, and culturally relevant events to engage a broad community. Creating low pressure, welcoming outdoor spaces help individuals feel more comfortable and connected to nature and can also diversify leadership roles in conservation and recreation organizations.

Diverse representation in leadership roles signals that outdoor spaces are welcoming and creates a sense of belonging for participants. Most leaders of environmental organizations have personal outdoor experiences that have served to enhance skills and knowledge and build a network of professional contacts as they pursue a career in conservation. While this is often an experience that inspires action, the implicit credential of an early environmental awakening creates exclusive leadership roles because these experiences are historically unavailable for BIPOC communities. These personal outdoor experiences can be invaluable to one seeking a professional career in conservation and/or outdoor recreation.

To truly diversify staff in these sectors, it is imperative to diversify experiences at an early age. Education and skill-building in outdoor settings are essential in fostering long-term relationships with the outdoors. Providing foundational skills like hiking, camping, paddling, navigation, and outdoor safety, particularly for women and BIPOC individuals, builds confidence and provides a base to build on professionally. By emphasizing shared experiences, these activities help break down social barriers and create supportive networks in outdoor recreation.

Lastly, ongoing engagement is crucial to ensuring the effectiveness of building relationships with historically marginalized communities. Meaningful engagement strategies with grassroots organizations that commit to designing welcoming spaces, creating safe environments and outdoor recreation systems, and creating inclusive and supportive environments will go a long way to foster meaningful relationships between historically marginalized communities and the natural world.

CASE STUDIES

Lloyd Clark Trail, Lancaster Conservancy

Lancaster Conservancy is leading a change to create universal access (UA) trails throughout many of its preserved lands. The Lloyd Clark Trail is an easy-grade 1-mile long, UA-specific packed trail surface path encircles a 20-acre meadow slated for additional restoration. The trail also dips into the forest edge with winter views of the Susquehanna River gorge. At the entrance to the trail, visitors can enjoy a vista overlooking the river hills of both Lancaster and York counties. The trail provides opportunities for community members with mobility concerns and those using wheelchairs, walkers, strollers, or other mobility devices to explore the meadow and woods and look out over a quintessential river hills vista. The Lloyd Clark Trail, named in memory of Clark Associates' founder and Clark Associates Charitable Foundation, is the third UA trail on Conservancy nature preserves (Clark Nature Preserve, Mill Creek Falls Nature Preserve, and Welsh Mountain Nature Preserve). The Conservancy is also planning to install UA trails at Climbers Run Nature Center and Shenks Ferry Wildflower Preserve.





Neighborhood Garden's Trust Five Loaves and Two Fish

Growing over the past decade, the Five Loaves Two Fish Community Garden is a vital community asset and center of health, wellness, and food justice for its West Philadelphia neighborhood. Dr. Beverly Giles Carter and Victor Young founded Five Loaves Two Fish to improve their community's nutrition and health, address diabetes and obesity, and provide a safe space for the community to come together. Their organization, Community Health and Gardens Inc., runs events and youth programming in partnership with a local school.

Community gardens play an essential role in addressing urban community needs such as climate resiliency, access to fresh produce, enhanced health and wellbeing, and a connection to nature. These spaces are critical to sustain vibrant, healthy, and safe urban neighborhoods, but are often unprotected from encroaching development.

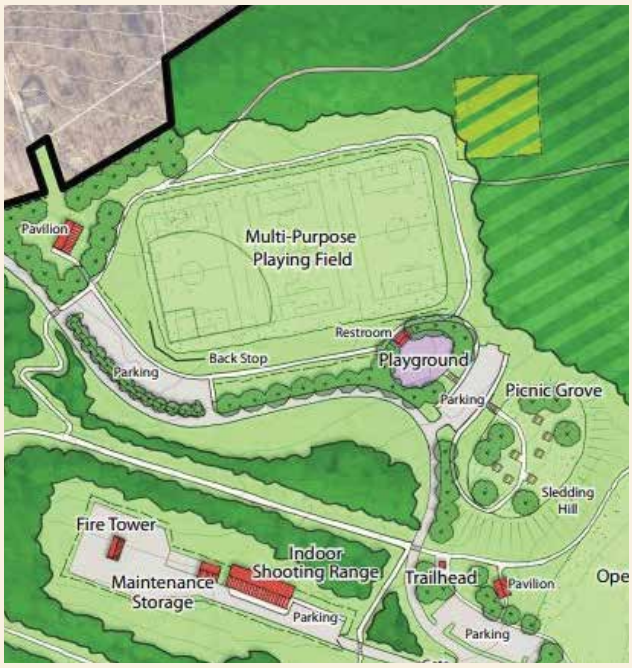
Five Loaves Two Fish has permanent protection from development thanks in part to the work of the Neighborhood Gardens Trust (NGT), an organization dedicated to preserving and supporting community gardens and other shared spaces across Philadelphia. Between 2018 and 2020, NGT acquired and preserved five of the garden's six land parcels in partnership with the City of Philadelphia. But the path to preservation for the last parcel was unclear. The property had long been abandoned by a private owner and had decades of tax liens.

Then, in 2022, NGT received a DCNR acquisition grant with flexibility to be applied to Five Loaves Two Fish. In 2023, the garden's remaining parcel was preserved. Along with permanent development protection, the garden has become a pollinator habitat site in partnership with John Heinz National Wildlife Refuge and Audubon Mid-Atlantic.

CASE STUDIES

Strawberry Hill Soccer Complex

Logan Township in Blair County is currently working on a LWCF project at their soon-to-be Strawberry Hill Outdoor Soccer Complex. This space was originally set to be a housing subdivision but was abandoned and eventually purchased by the township. This new recreation project includes earthwork and site preparation, utility extensions, parking, fencing, benches and soccer goals, stormwater, landscaping, walkways, and a playground, pavilion, picnic tables, and waste / recycling receptacles. The Township drew a half mile radius around the project site and found that there are approximately 97 households in the Township, and 575 households in the City of Altoona, which is a high need area for outdoor recreation. In addition to providing recreational space to a high need area, this project will also be constructed from start to finish with every component being ADA-accessible. In 2015, the Township invited the Lehigh Valley Center for Independent Living to tour the township's public spaces and evaluate their ADA accessibility. From that visit, the township realized their lack of access and vowed to make their parks more ADA friendly. Because this park is brand new, the township is making every component ADA compliant to ensure that it is accessible to everyone. This park will soon host soccer games and tournaments and provide a much-needed space close to home for families and friends to meet and enjoy the outdoors.





Mifflin Square Park in South Philadelphia

South Philadelphia residents and partners celebrated the long-anticipated rehabilitation of Mifflin Square Park. The 3.5-acre park, designed in the 1800s, was outdated and not meeting modern needs of the highly diverse neighborhood. The new section provides close-to-home recreation with a new playground, safety surfacing, spray ground/splash pad, play mounds, benches, and new shade trees. In addition to transforming the park from passive to active recreation, the park reduces air pollution, provides relief from the summer heat, and supports nearby businesses through increased usage.

Community engagement was instrumental to the success of this project involving numerous stakeholder meetings and interviews often with specific language interpretation, (Nepali, Vietnamese, Spanish, Lao, Khmer, Burmese, Swahili, Karen, Chin, Mandarin, and others), door-to-door surveys in over 12 languages, a number of larger gatherings of the whole community, and surveys.

The Trust For Public Land led the development effort in collaboration with the South East Asian Mutual Assistance Association Coalition, the Friends of Mifflin Square, the City of Philadelphia, the William Penn Foundation, the National Park Service and DCNR. Importantly, this was the first project completed in Pennsylvania with federal Outdoor Recreation Legacy Partnership program funding. The revitalization of Mifflin Square ensures everyone—regardless of background or ability—has a safe, welcoming space to gather, play, and enjoy the outdoors. It underscores DCNR's mission to protect and enhance Pennsylvania's natural resources while ensuring that every resident has access to high-quality outdoor recreation.

Addressing Infrastructure and Maintenance

Across the United States the demand for more recreation infrastructure has increased while maintenance has remained a universally recognized concern. This creates a complex challenge: maintaining our existing and aging infrastructure that in some cases has not seen the necessary regular maintenance for years, while trying to keep up with the demand for new recreation that meets the needs, expectations, and volume of the public, all the while in an environment of increasing material and labor costs. For the purpose of this plan, maintenance can be defined as the routine tasks necessary to keep recreational infrastructure reliable, safe and functional throughout the expected life-cycle of that facility.



In its most recent *2021 Report Card for America's Infrastructure*, the American Society of Civil Engineers gave the nation's parks and recreation infrastructure a D+ rating, slightly lower than the C- given to the country's overall infrastructure. Nationally, "state parks and local parks face a $5.6 billion and $60 billion deferred maintenance backlog, respectively." While Pennsylvania's 2022 Infrastructure report card (issued every five years) awarded a C+ for our parks and recreation infrastructure, that grade is down from the B- awarded in the 2018 state report card. The downgrade appears to have come from the estimated $1.5 billion in State Park and Forests maintenance backlog, coupled with an overall reduction in local park and recreation funding over the evaluation period.[30]

Counteracting this trend will require focused maintenance planning, quality paid and volunteer labor, and funding that ensures new infrastructure be thoughtfully planned and sensitive to its context as to meet the needs and demand of users now and into the future. The Infrastructure Investment and Jobs Act established new funding programs that can be used to support outdoor recreation infrastructure development including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) and the Carbon Reduction Program while continuing the Transportation Alternatives Program. The Commonwealth also enjoys several programs that do the same, including the Community Conservation Partnerships Program, the Greenways, Trails and Recreation Program and the Multimodal Transportation Fund, yet there is still an unmet funding need exacerbated by rising costs and complexity of projects. For example, grant requests to DCNR between 2015 and 2024 increased in inflation adjusted numbers by 24%, as did the number of large requests (over $500,000). Recreation infrastructure is getting more complex and expensive to build as it seeks to meet public demand and adapt to shifting climatic patterns. The demand for funding requires Pennsylvania to use existing resources strategically and effectively, which necessitates organizations at all levels to improve coordination to establish and focus on supporting shared priorities. the continued coordination between funding agencies to establish and focus on supporting shared priorities.

[30] America's Infrastructure Report Card. 2022 Report Card for Pennsylvania's Infrastructure. (2022). Pennsylvania State Council of the American Society of Engineers. https://infrastructurereportcard.org/

Accessibility and climate resiliency are key in this approach and the two often work together. Infrastructure that is built sustainably is generally also accessible. Impacts to infrastructure from severe weather events, have made previously adequate infrastructure, inadequate. Outdoor recreation infrastructure can not only be made to withstand severe weather but can also be part of the solution to mitigate the impacts on communities. For example, the Federal Highway Administration's *Trails as Resilient Infrastructure* guidebook outlines ways to assess trails for their potential to be "used as physical protection from extreme weather events."



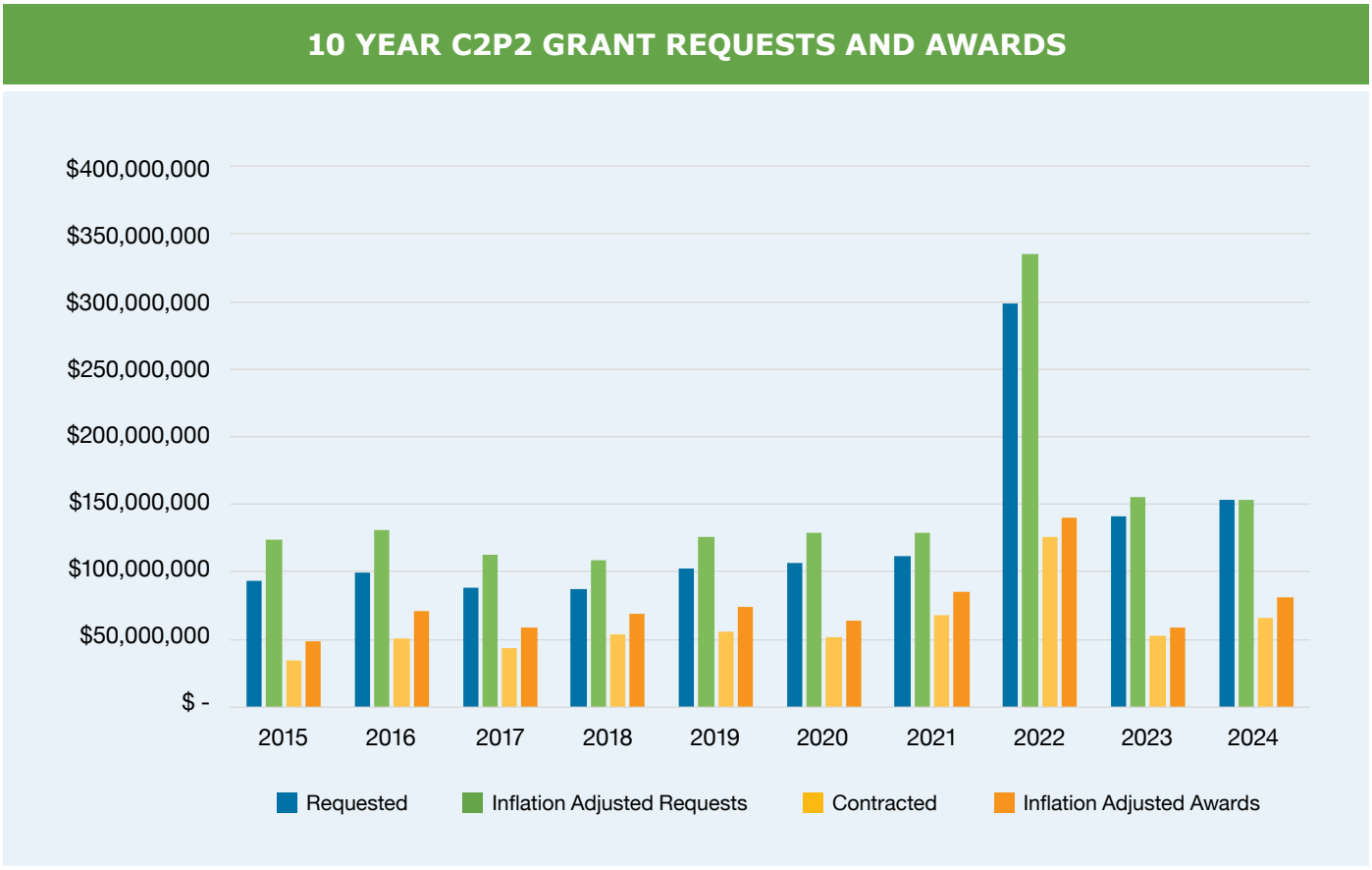


Figure 1: In 2022, DCNR distributed additional federal dollars as part of the American Rescue Plan Act (ARPA) intended to help the country recover from the COVID-19 Pandemic



Maintenance has been identified as a priority through the last few SCORPs by both the public and recreation providers, though effective strategies that adequately address maintenance have remained elusive. Funding is often at the local level and varies considerably by location and managing entity. Recreation providers were asked to identify their funding priorities from a set list with 85% of them selecting "maintain existing parks and recreation areas." When asked to select the *single most important* funding priority for the same list, 40% of recreation providers identified maintenance.

Recreation providers and enthusiasts identified maintenance as one of the highest funding priorities

The next closest was building more greenways/trails at 15% (Appendix C). Pennsylvanians show a similar priority with almost one-quarter (22%) of Pennsylvanians selecting maintenance of existing parks and recreation areas as the highest priority for recreation funding (see Appendix A). There is clear support for building and maintaining safe, reliable, and accessible recreation infrastructure.

Building it right from the beginning provides infrastructure with reduced maintenance requirements. While potentially more expensive to construct, the investment over the long term will pay off with lower maintenance needs and longer lifespan of infrastructure. A shift in approach to designing and building infrastructure is a promising solution to the maintenance issue, long term. Short-term solutions will need to focus more on providing the necessary tools for maintenance, training and education for those doing the work and formalizing maintenance planning and activities.

In conclusion, the construction and maintenance of outdoor recreation infrastructure involve navigating aging facilities, funding challenges, high demand, climate resilience, equitable access and a robust workforce. Addressing these issues demands attention to all aspects of infrastructure lifecycle through strategic partnerships and a commitment to sustainable, inclusive practices.

Goal: Create career and volunteer pathways into the field of conservation and recreation

Engaging youth in stewardship and providing early job opportunities in the outdoor industry is necessary to establish our future workforce. The Center for the Outdoor Recreation Economy's 2022 Outdoor Industry Workforce Assessment Survey found that the top barrier to recruiting hard-to-fill jobs in the outdoor industry was the "lack of qualified applicants" (tied for #1 with "housing options where the job is located"). Efforts must be made now to ensure the pipeline of skilled recreation and conservation professionals are ready to fill the roles in an expanding employment sector. Focusing on recruiting youth and young adults from all over the Commonwealth is key to ensuring a solid workforce with a broadly shared conservation ethic that will help ensure the establishment of equitable recreational spaces.



Acquiring the necessary skills for outdoor recreation careers can be difficult since training opportunities are often lacking. Training programs for these types of careers are often hard to find with much of the industry obtaining skills through on-the-job training. Even more difficult is finding formal training programs that recognize skills with a certificate, diploma or degree, as found in many other industries. Establishing such programs can provide a clear path to those interested or unaware of these types of careers. While degrees in parks and recreation management are well established, focused programs are emerging, such as the Trail Technician Program certificates offered by Northwest Arkansas Community College and the Sustainable Trails Development Graduate Certificate offered by West Virginia University. Pennsylvania has the opportunity to establish its own programs with its network of 90 trade schools, 92 community colleges and over 150 colleges offering 4-year degrees, which will be key partners in expanding our outdoor recreation workforce.

Nurturing a strong workforce to maintain existing recreation investments as well as future investments should be an immediate focus for both short-term and long-term benefits. According to the Outdoor Recreation Roundtable's *2022 Outdoor Rec Drives Jobs* report, "Like many other sectors, the outdoor recreation industry also faces urgent challenges with its workforce. The baby-boomer generation is retiring quickly and taking with it a wealth of institutional knowledge and wisdom, creating a skills gap in maintenance, manufacturing, and management careers across the industry." "For these reasons, filling the workforce with qualified talent presents the biggest supply chain issue for the outdoor recreation industry." The report also cites the lack of consistent training, degrees and job categories as contributing to the challenges. Additionally, the outdoor recreation industry needs to address the lack of diversity in its workforce by overcoming "historic exclusionary practices."[31]

Developing this workforce is a necessity for managing public infrastructure. Roads, bridges and tunnels, water and sewer, and telecommunications are all necessary public goods in modern society. As discussed throughout this plan, parks and recreation spaces are an essential public asset for quality-of-life standards, but these spaces are often being managed with volunteer labor due to decreasing budgets, increasing demand, and challenges in recruiting labor. Few other, if any, public infrastructure is being managed with volunteer boards or small non-profit entities as a major support system to local government.

[31] Outdoor Recreation Roundtable (2022). Outdoor Rec Drives Jobs: Careers in the Recreation Economy. https://recreationroundtable.org/news/the-outdoors-drives-jobs-career-paths-in-the-outdoor-recreation-economy/



Since PPFF began tracking volunteer activities in 2007, local chapters have donated over 433,000 hours to build trails, maintain campgrounds, plant trees, repair playgrounds, remove invasive species, and so much more

The reliance on volunteers is an understood necessity, and the skills, devotion, and accomplishments is not inconsequential - over 14,000 miles of trails exist in Pennsylvania largely because of volunteer labor. However, the reliance solely on volunteer groups threatens the sustainability of our infrastructure. Volunteer pools are shrinking for a myriad of reasons, and many of the volunteers who have worked diligently to maintain infrastructure are the same ones who put the sweat equity into getting it built decades ago, and there is difficulty developing that type of relationship between volunteers and facility for the purpose of maintenance.

While working to ensure a reliable recreation management workforce is present in the Commonwealth, there are hundreds of non-profit organizations across Pennsylvania that should still be supported. These organizations provide recreational resources, and volunteers are used at all levels (federal, state, county, municipal) to ensure our parks and recreation infrastructure continues to operate and improve. Recreation infrastructure is the only category of infrastructure that relies so heavily, if not entirely, on volunteer time and non-profit entities.

While grants often support the capital improvements undertaken by these entities, very few grant sources support operations or staffing. The bulk of these efforts are supported by local funding, donations, and fundraising efforts. Supporting non-profits and volunteer efforts is vital to keeping our recreational infrastructure operational.

Creating meaningful engagement opportunities for retired conservation and recreation enthusiasts can leverage their expertise and support intergenerational learning experiences. Penn State Extension's Master Gardener Program[32] can be a model for trail, park, and other public land managers to ensure volunteer leaders have the knowledge and skill necessary to work with native plants and trees, remove invasive species, or maintain equipment, ball fields, and trails. Furthermore, certification programs can provide consistency in approaches to building and maintaining recreation infrastructure, and ensure universal best practices are followed.



[32] Master Gardener Volunteers support Penn State Extension's education programs in consumer horticulture as they develop their expertise through participation in educational training classes conducted by Penn State University.

Goal: Invest in recreation maintenance and infrastructure for long-term sustainability

Pennsylvania's investments in outdoor recreation and conservation continue to be significant. DCNR alone has invested over $600 million in grants in the last 10 years in local parks, waterways, conserved land, and trails. Additionally, the Commonwealth Financing Authority's Greenways Trails and Recreation Program has invested over $126 million since its establishment in 2013. With such significant investments, it's time to start treating recreation infrastructure as "real" infrastructure by establishing systems that ensure the long-term sustainability of these investments and that they are not left in disrepair due to extreme weather events, lack of local funding, or reduced labor.



Surveys show that both the public and recreation providers view maintenance of our current infrastructure as a top priority. Pennsylvanians expressed overwhelming support for prioritizing maintenance above building new infrastructure and furthermore, strongly supporting consistent funding to sustain our recreation resources. Despite this support, no statewide or regional funding mechanisms exist to support better and more consistent maintenance throughout Pennsylvania. The new People, Parks, and Community Foundation from PRPS is a great start working to fill a void addressing neglected or outdated infrastructure by offering no-match required grants; however, community foundations with minimal per-project funding can only go so far to address a backlog of maintenance needs. This will likely require state agencies and local partners to identify ways to establish maintenance funds and agree on fair distribution of those resources. While there will never be enough funding to subsidize every recreation maintenance need, a statewide or regional fund can help fill the voids in local budgets and support longer-term interval, high-dollar maintenance activities.

When ownership or management responsibility of a public asset falls solely on a non-profit, they are at a distinct disadvantage in pursuit of grant funds that in many cases do not cover state/federal emergency repairs when disaster strikes. Beyond disaster, basic inspections are a key element of a comprehensive maintenance program. Bridges and tunnels are often needed to close one of Pennsylvania's trail gaps, and we need to ensure these structures are sound and safe. Funding for maintenance is already challenging and finding funds for professional inspections can prove even more difficult with professional inspections often carrying six-figure price tags. These costs that should not be left to the capacity of securing a grant.

In addition to maintenance, asset management considers the life-cycle of infrastructure and planning the eventual replacement, rehab, or upgrade of facilities. A good example of asset management is the Des Moines City (Iowa) Parks and Recreation Department's GIS-based Systemic Condition Analysis and Management for Multi-Use Trails. As one of the largest assets of their Parks and Recreation Department in terms of geography and investment, there is a critical need for cyclical assessment and repair to keep up with the usage and level of service demands from the public with a limited budget. While their philosophical goal is to do more with limited budgets and the constraints of modern-day operations, their technical goal is to achieve the full serviceable lifespan of a given trail's paving system and to provide constant maintenance needed to achieve that goal.



DCNR can help establish standards and templates for maintenance plans where they do not already exist. The Rails to Trail Conservancy has a short maintenance plan template for rail-trails that can be broadened to assist parks and other recreation areas with maintenance planning. Understanding where the billions of dollars of deferred maintenance is situated is an essential step in meeting the expectation of a high-quality user experience.

Goal: Build and maintain safe, accessible, and reliable infrastructure for all

Accessible infrastructure provides experiences for the greatest number of people and can be integrated into our communities and connected to the places we live and work. Connectivity increases usability and visibility of recreation infrastructure within communities, which improves quality of life, makes communities attractive to visitors and strengthens support for recreation infrastructure.

Beyond community connectivity, there needs to be a continued focus on the connection on longer distance trails that connect multiple communities and counties, making regional and statewide connections. DCNR has focused on identifying trail gaps and focusing resources to close these gaps since 2009. While significant progress has been made to complete these gaps and connect existing trails together, there is still significant work left to do. Over 60 gaps have been closed since 2009, yet there are currently 118 priority trail gaps identified, and that list continues to evolve, with some gaps being closed and new gaps being added.

Volunteer groups help maintain the recreation infrastructure we've come to depend on. Since PPFF began tracking volunteer activities in 2007, local chapters have donated over 433,000 hours to build trails, maintain campgrounds, plant trees, repair playgrounds, remove invasive species, and so much more. Through Healthy Lands Week, a statewide "annual 'rallying cry' for public engagement in the places and landscapes that make Pennsylvania special," PPFF volunteers have shown the power of engaging in making landscapes more accessible and beautiful. Building on these efforts, Pennsylvanians can coordinate volunteerism in the Fall around National Public Lands Day by partnering with a myriad of groups to accomplish significant work addressing maintenance issues and preserving public spaces.

Overcrowding in parks, trails, campgrounds, and waterways hit high marks in 2020 and 2021 as people sought social gathering spaces in safer outdoor environments. However, overcrowding, or the perception of it, is not a new phenomenon. The National Park Service has seen visitor use continue to rise almost year over year since its founding in 1904 with annual visitors hitting its peak of over 331 million in 2024. Pennsylvania State Parks has seen similar usage trends with visitors and campgrounds filling up. Since 2019, state parks have seen a few million more visitors annually, with overnight guests increasing by 15% in that same timeframe. It is not uncommon for several Pennsylvania state parks, primarily in the eastern part of the state, to reach capacity and close to additional visitors for several hours a day during hot summer weekends.

Crowding is listed as a barrier among 25% of outdoor recreation enthusiasts, with Latino communities identifying overcrowding as the top barrier to participating in outdoor recreation (37%). Demand is high and continues to be, but not in every recreation area.

Often, less popular sites can serve the public just as well. Communicating about ALL the opportunities for recreation is important, not just the known ones. This will be especially important for local water ways as more people will be looking to escape the heat in our warming climate. Ensuring there is adequate information about where people can swim, tube, or paddle, and not just the popular locations, is important to ensure equitable access and keep places from being shut down due to capacity issues.

Recreation rationing is another tool used by public land management to help keep recreation available and equitable. While not perfect, recreation rationing is the process of limiting a valuable resource at various times to ensure it can remain open to the public and accessible by everyone. For example, typically most of our recreational resources are accessible on a first-come, first-served basis. However, when campsites or permits usually come available they are quickly reserved by people with more time, more resources, or more schedule clarity six or more months in advance. Offering permits using varying models of distribution can help create more equitable access. For example, offering some day-of campsites, reservation two weeks in advance, and some six months in advance can give people with varying constraints opportunity to access prime campsite locations or park spaces.[33]

The Great American Outdoors Act (2020) and Explore Acts (2024) helped solidify recreation spending in the face of increasing public and ecological pressures; however, budget challenges remain complex and tenuous at the federal, state, and local levels. Recreation funding at the federal level has historically relied on fossil fuel and hunting and fishing which are both experiencing market shifts, and in Pennsylvania the real estate market fluctuations can impact how much is invested in communities from the Keystone Fund. Couple these with changing labor markets and maintaining existing and aging infrastructure while trying to keep up demand becomes extremely important and a key focus area for the latter half of this decade.



[33] Davis, K., & Flatow, I. (2024, August 23). Releasing campsite reservations in waves makes booking fairer. Science Friday. https://www.sciencefriday.com/segments/campsite-reservations-equity/

Outdoor Corps

Crew culture is a cornerstone of the Pennsylvania Outdoor Corps program. It can show up in many ways such as teamwork, supportive environment, leadership, sense of community, desire to make a difference. All the crews embody these values. A few crews stood out in the 2024 season and took crew culture to the next level.

A major flood occurred in Pittsburgh in April 2024. Both the Pittsburgh and Meadville Young Adult Crews answered the call to help clean up mud and debris that remained at Point State Park when the flood waters receded. Their hard work helped the park reopen trails and start the iconic fountain in record time and without delay for its spring debut in early May.

Another major flood event occurred from the remnants of tropical storm Debby in August. Again, the Pittsburgh Crew along with the Williamsport Young Adult Crew altered their project work to join forces and assist with flood clean-up efforts underway at Little Pine State Park. The crews worked diligently to clear the day-use area and park trails of down trees and debris. After working at both flood sites, the Pittsburgh Crew is affectionately known as “The Flood Clean-Up Crew.”

Outdoor Corps crews around the Commonwealth consistently bring strong teamwork and light-hearted nature to their projects throughout the season. They are eager to assist with projects from rehab at a park’s Civilian Conservation Corps cabin to reforesting large swaths of land on state and local lands. The Outdoor crews and their passion to help, their dedication to each other, and their care for our public lands are much appreciated and well-respected. The next generation of conservation leaders is emerging.





Brady Tunnel

Constructed in the 1910s as a railroad tunnel, the half-mile Brady Tunnel had been closed for decades. Now the restored tunnel connects the northern and southern parts of the Armstrong Trail in western Pennsylvania. The tunnel is expected to be a major draw for hikers, bikers, and other non-motorized recreation users. Its opening creates 100 miles of connected trail. Restoring the tunnel involved six years of hard work.

DCNR supported the tunnel restoration with $3.8 million in grants over multiple years and is the fifth Top Ten Trail Gap Pennsylvania has completed in the last three years. It also marks the 60th Priority Trail Gap completed since DCNR created the Priority Trail Gaps list in 2009.



CASE STUDIES

Safe Harbor Bridge

A century-old bridge in Lancaster County officially has a new lease on life.

The Safe Harbor Trestle Bridge is a former railroad bridge along the Enola Low Grade Trail in Manor Township, Lancaster County. The bridge spans 1,500 feet across the Conestoga River where it empties into the Susquehanna River. The bridge had never been open to walkers and bikers but is now offering beautiful views to the pedestrians who frequent. The bridge deck is over 100 feet above the Conestoga River and offers epic views of the lower Susquehanna River.

Opening the bridge required years of construction work at a total cost of $9 million. Funding came from local donors, Lancaster County, PennDOT, and DCNR. DCNR's contribution totaled more than $1.3 million from the Keystone Recreation, Park, and Conservation Fund.

Local officials believe the bridge will be a major boon for tourism. More than 75,000 people use the Enola Low Grade Trail annually in Manor Township alone. The trail supports walking, biking, and cross-country skiing. Once a Pennsylvania Top 10 Trail Gap, it now links five miles of the Enola Low Grade Trail's western length with more than 20 miles that are built, in design, or under construction.





Boyce Climbing Wall & Pump Track

The recently completed Bouldering Park and Pump Track facility at Allegheny County's Boyce Park in Monroeville is a one-of-a-kind outdoor recreational space for the Pittsburgh metro region, and unique even at a national level. It is one of the largest free outdoor bouldering wall sites in the country, offering over 6,000 sf of climbing challenges. The paved pump track, at nearly 800' long, is the largest in the region. These types of outdoor activities are well-known to adventurers who may rock-climb or mountain bike but are now offered to the general public at a convenient and accessible location.

The original idea for the project came from a 2020 study completed by the Pennsylvania Environmental Council (PEC) and Pittsburgh-based Environmental Planning & Design (EPD). The report assessed opportunities to expose more people, especially those in underserved urban and suburban Pittsburgh-area neighborhoods, to outdoor sports like rock climbing, which has consistently been of the fastest-growing outdoor recreational activities but one that many do not get exposure to.

The project is intended for use by people of all-ages and skill levels and even features a playground and a climbing boulder for young children. Seating and lush new landscaping are integrated throughout the site, including two rain gardens that will clean and filter stormwater runoff. The facility promises to be a destination for locals and out-of-towners, from extreme outdoor enthusiasts to novices looking to try their hand at rock climbing or their pedals at the pump track.

Progressing on Sustainability and Climate Change

Local parks, greenways, trails, and environmental and visitor centers are not only exemplary spaces for sustainable practices but are often essential for the ecological wellbeing of a community. Pennsylvania's natural resources are fundamental to its history, and protecting these resources is essential to uphold citizens' constitutional right to clean air, water, and the natural, historic, and aesthetic value of the environment. Adopting the best sustainable management practices in our local parks, state parks and forests, and conserved landscapes is essential to limit the most harmful of climate change scenarios and adapt to a future with changing weather patterns.



Pennsylvanians highly value protecting the natural resources of the state. Respondents to the Lion Poll, Public Survey, and Providers Survey all indicates residents place a high priority on government investment in conservation and natural resource protection such as "sustainable park infrastructure," "native plants and rain gardens," and "solar energy." Over half of Pennsylvanians from across the political spectrums, identify "protecting wildlife and fish habitat" as their highest or second highest investment priority for recreation and conservation. The Commonwealth has an abundance of natural resources, and most Pennsylvanians agree they are worth protecting.

Pennsylvanians also agree about major aspects of a warming climate more than they disagree. The Yale Program on Climate Change Communications, a leader in climate public opinion research, shows that 70% of Pennsylvanians believe global warming is happening, with 68 percent worried global warming will harm future generations.[34] This coincides with opinions from recreation enthusiasts which shows a six percent increase between 2019 (54%) and 2024 (60%) in those who are concerned about how climate shifts will impact their outdoor recreation experiences.

Pennsylvanians top four priorities for funding: Protect wildlife and fish habitat; maintain existing park and recreation areas; restore damaged rivers and streams; acquire and protect open spaces as undeveloped and conserved land

[34] Yale Program on Climate Communications. https://climatecommunication.yale.edu/visualizations-data/ycom-us/

48% of Pennsylvanians identify "protecting wildlife and fish habitat" as either their first or second investment priority

Understanding the impacts of climate change on Pennsylvania is important when planning for the future of recreation and conservation. In their sixth assessment, the Intergovernmental Panel on Climate Change (IPCC), projects with a high degree of confidence, that under the highest emissions scenario there would be an average global temperature change compared to 1900 of 3°C by mid-century and a 4°C change by 2100.



For Pennsylvania this means an average annual temperature increase from 48.3°F to between 52°F and 58°F by mid-late century with days above 90°F climbing to over 36 days annually from a baseline of 6.1 days per year between 1971 and 2000.

With these changes, the IPCC indicates that the current warming trends of 1.5°C has already caused irreversible damages to terrestrial and freshwater ecosystems, with hydrological changes such as reduced snow fall and more extreme rain events leading to flooding, and higher extreme heat days.[35] Pennsylvania is not immune to these risks. Since temperature and precipitation are fundamental determinants of ecosystem health, the Commonwealth can expect to see widespread impacts to natural and human resources. Under high emissions scenarios, Pennsylvania can expect to see tree species once standard in forests become stressed with higher rates of mortality and lower rates of regeneration, and an influx of species from more southern states, which can lead to further ecological impacts as species compete for habitat and food sources.

These changes will impact recreation as activities shift to adapt to changes climate patterns. Based on the Fifth National Climate Assessment, although water-based activities are expected to rise, reduced water quality and harmful algal blooms from increased nutrients in stormwater from heavy rainfall events are expected to restrict these opportunities. In addition, hikers, campers, athletes, and spectators face increasing threats from more heatwaves, wildfires and a greater exposure to ticks or mosquitos. The warmer temperatures are expected to expand the peak visitation season, with more visitors expected in the spring and fall compared to past use levels, which will put more strain on the recreation infrastructure and resources.

Extreme floods are one of the most costly and damaging climate-related threats to the Commonwealth's park and recreation infrastructure and are one of the most likely occurrences in a warmer climate due to warm air's ability to hold more moisture. Average annual precipitation from 1971 to 2000 was 42.9 inches but is projected to increase to 48.3 inches by the end of the century, with much of this occurring from heavy rainfall events.

In 2021, DCNR closed 14 state parks and seven state forests to campers and hikers out of concern that heavy precipitation from the remnants of Hurricane Ida would cause significant flooding that could be unsafe for recreationists. Ida ended up causing "a complete blowout" of a culvert in Delaware Canal State Park, destroying a trail and affecting programming such as the park's annual canal walk. The park already had $70 million in maintenance needs before the storm, but damage from Ida increased funding needs.

[35] Extreme heat days are categorized as 2-3 days with high humidity and temperatures above 90°F.



Progressing on sustainability and climate does not mean people are kept out of spaces, but rather, recreation spaces are designed to complement both the natural and social worlds. Parks can serve as one of the greatest assets at introducing people to conservation practices as studies show visitors to the natural world (both big and small) are often left satisfied, and that experiences in nature are shown to enhance the value people place on conservation.

Recreationists of all kinds should work together on sustainable practices on trails, in parks and forests, and in their own communities and show how recreation spaces can be beautiful examples of what is possible. There are examples of communities across the Commonwealth protecting Pennsylvania's rich resource, preparing for and limiting their contribution to a shifting climate, and all the while providing quality recreation opportunities for communities.

The challenges of warming weather, habitat fragmentation, energy management, and demand placed on natural resources by recreationists are all top priorities for the 2025 SCORP.

Goal: Protect and restore ecosystems that provide recreation, wildlife habitat, climate resilience, pollution reduction, and flood mitigation

Without healthy ecosystems, it becomes difficult to enjoy the outdoors. Many Pennsylvanians, especially women and communities of color, identified environmental hazards (such as mosquitos, ticks, air quality, extreme heat, etc.) as a key barrier to experiencing outdoor recreation. By protecting and restoring ecosystems in local communities and across larger ecoregions, the state can address the second two pillars of sustainability – ensuring equitable access to healthy environments where no single community experiences a higher burden of ecological degradation; and promoting economic growth through lower rates of illness, higher rates of life satisfaction, nature-based tourism, and the use of ecosystems services instead of grey infrastructure.



Protecting ecosystems in open public spaces is about adopting the best ecological practices for an area and limiting intensive recreation where possible.



Adopting a one-size fits all approach to land management has shown to be ecologically damaging and unhealthy for both human and animal communities. One way to support healthy ecosystems in recreational areas is to adopt native plants, plant and maintain tree canopy, and support biodiversity by considering diverse types of plants that offer habitat and food to wildlife and people. One easy strategy is, when possible, convert lawn spaces to habitat such as meadows or trees.

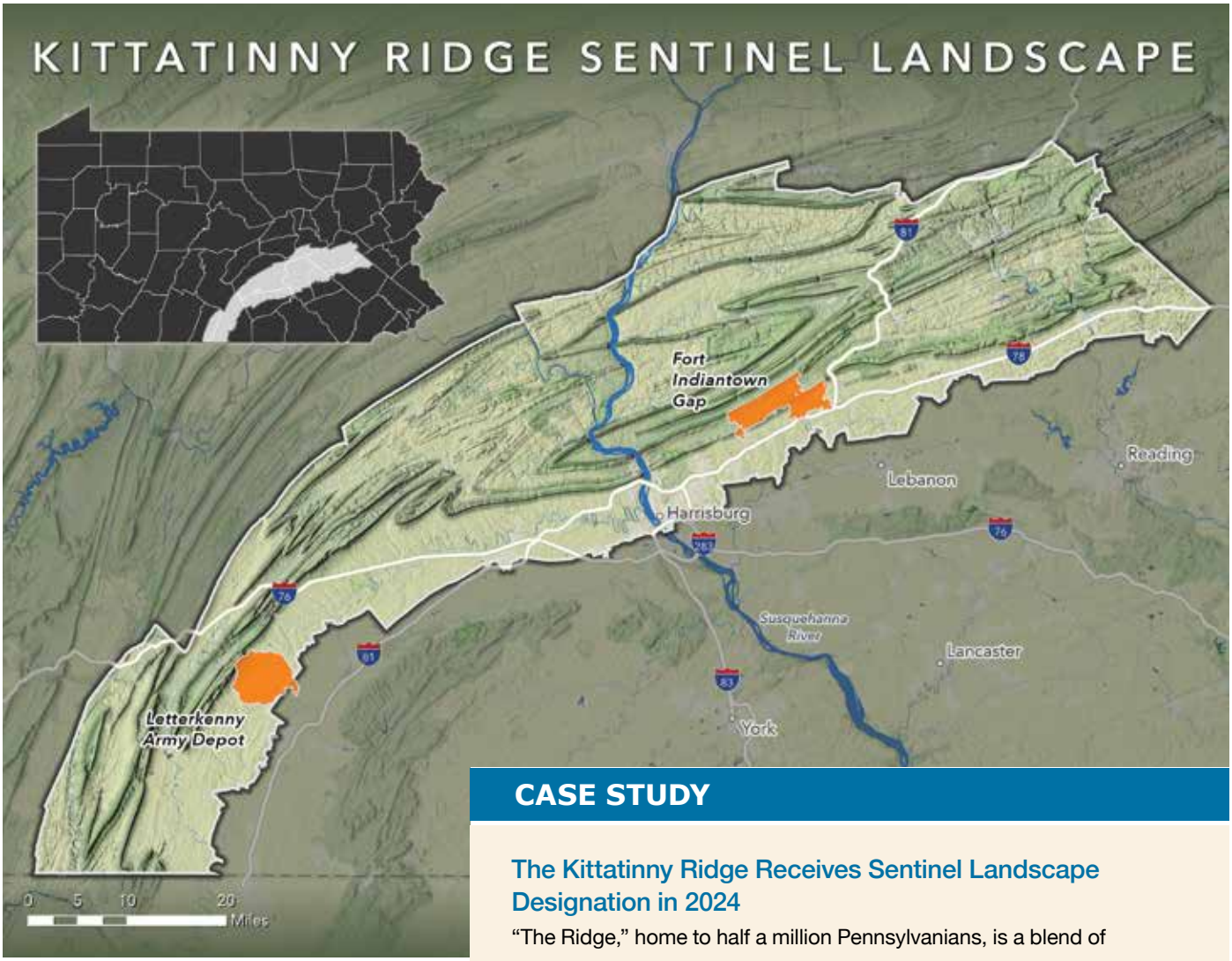
Lawns are important for recreation. Baseball, soccer, field hockey, cricket, golf, frisbee, cookouts and picnics, and many more activities are all done on grass surfaces. However, in the U.S., lawns occupy some 30-40 million acres of land, the maintenance of which contributes to 5% of the nation's air pollution and requires more water than any other irrigated crop in the U.S.[36] This abundance of land devoted to lawns in our public spaces can be restored to habitat such as meadows or converted into forested space, which can still be used for recreation. With deeper roots and more vegetative capacity, conversion to meadows or forests can increase water infiltration during rain events by 20%[37] reducing pollution in water ways and saving valuable stormwater infrastructure. Lawn conversions can also reduce emissions associated with maintenance (fertilizers and mowing)[38], and reduce maintenance costs that can be diverted into other valuable recreational management.

Another way to restore ecosystems is to clearly establish public water access in high use areas to reduce bank erosion and preserve native plants along waterways. Everyone wants to cool off in the summer, and with Pennsylvania experiencing record number of high heat days,[39] people want to hop into one of Pennsylvania's 28 water trails or other numerous streams and rivers crisscrossing the state. The challenge becomes when people do not have clearly defined access to streams or rivers, they sometimes create their own access. This can cause stream banks to erode, negatively impacting the sensitive interaction between terrestrial and aquatic ecosystems. By establishing clear public water access for swimmers, and at reasonable distances for paddlers of all ages and abilities, Pennsylvania can address two challenges at once – both creating a climate adaptation strategy of providing cooling opportunities for the public and protecting valuable stream bank ecosystems.

Lastly, preserving open space for the benefit of the public has long been a key strategy in ecological preservation. The public benefits of open space, from clean waterways to positive health outcomes, are all very well documented; however, Pennsylvania's preserved open space is still falling short of the Federal Department of the Interior's goal of 30% preserved land by 2030. Currently, 21% of land in the Commonwealth is conserved in either state, local, or federal hands, through land trusts, or conservation and agricultural easements. Preserving land and water for the sake of habitat preservation and for public benefit will go a long way, but targeted areas where public access to natural environments might be lacking can play a key role in ensuring equitable



[36] Polycarpou, Lakis. "The Problem of Lawns." State of the Planet, State of the Planet, 10 Mar. 2020, news.climate.columbia.edu/2010/06/04/the-problem-of-lawns/.
[37] https://runoff.modelmywatershed.org/
[38] https://www.sierraclub.org/sierra/2016-4-july-august/green-life/how-put-your-yard-work-for-climate
[39] https://stateimpact.npr.org/pennsylvania/2024/07/18/pa-heat-advisories-are-outpacing-the-average-rate-this-summer-climate-change-plays-a-role/



access. Land trusts, often smaller holders of multiple adjacent or scattered parcels, can help protect parks and gardens in highly developed spaces and ensuring these remain open to the public for generations to come.

The Kittatinny Ridge is a protected corridor of hillside and valley landscapes recognized as one of the most biodiverse regions of Eastern North America and is situated between major metropolitan regions spanning from Northwest Maryland through Pennsylvania and into New York's Catskills.

CASE STUDY

The Kittatinny Ridge Receives Sentinel Landscape Designation in 2024

"The Ridge," home to half a million Pennsylvanians, is a blend of natural area, working lands, historic places, and outdoor recreation opportunities. It plays a central role in the state's rural economy as its valleys include some of the best farmland, its hillsides contain thousands of acres of working forests, and it helps contribute to Pennsylvania's $19 billion outdoor recreation economy through its many state parks, forests, game lands, and the Appalachian National Scenic Trail. The Kittatinny is under immense development pressures from both housing need and warehouses; however, the Sentinel Landscapes Partnership, a coalition of federal agencies, state and local governments, and non-governmental organizations, work with willing landowners and land managers to advance sustainable land use practices around military installations and ranges. Currently, only 20 percent of the Kittatinny Ridge Sentinel Landscape is protected, but the Sentinel Landscape Designation opens new opportunities for funding and multi-level collaboration to protect natural assets for Pennsylvanians now and into the future.

Goal: Design parks and recreation areas to mitigate the effects of climate change and adapt to its impacts



Parks and recreation spaces can be places of refuge from the heat or daily grind, and examples of what is possible for communities. Be it in the local or far-flung places of the world, recreation spaces inspire visitors, and recreation professionals must manage these spaces to continue to be inspiring for the public. Recreation professionals can play an essential role in the work to reduce the impacts of climate change – both by engaging in the energy transition, but also ensuring parks are ready to support people in unique ways as life in PA changes in the face of climatic shifts.

First, recreation professionals should be involved in local climate action planning. Municipalities around the Commonwealth are working to develop local climate action plans that will help achieve a statewide 80% reduction in carbon emissions by mid-century. According to DEP's Local Climate Action Program, since 2020, 64 counties, boroughs, or townships have worked to complete a climate action plan that sets targets for emissions reductions and a road map for how to get there. Local parks and open spaces are integral in climate municipal planning as spaces that are advantageous for both climate mitigation and adaptation. For example, responding to climate change requires considering strategic placement of solar panels that balances the open space needs and resilient energy needs of a community.

Supporting the adoption of climate mitigation and adaptation practices at parks is essential to addressing climate change now and into the future. Around the state, DCNR is installing EV charging stations with 48 new locations being added to State Parks and Forests since 2018. More local parks are seeing the value of adding charging stations because they act as a natural stop for local travelers and can be a nice respite for road trippers. These amenities can enhance park visitation and make EV owners more comfortable driving to remote parts of the state to recreate.

Additionally, transitioning underused land to renewable energy production and combining it with meadow plantings can both serve nearby homeowners with affordable renewable energy, and address stormwater challenges. Where a grass field may have spent time flooded, a meadow acts as a better infiltration system reducing floods, and a solar array over top can take an undervalued field and turn it into a resilient energy system.

Since 2005, DCNR has completed 30 solar installations on its own land, which will generate up to 3.1 million kWh annually (the equivalent of 165 homes) and save $469,000 in energy costs each year. Notable projects include a 205 kW solar canopy at Ryerson Station State Park's parking lot, which powers the entire park to net-zero electricity consumption while providing shaded parking for visitors. Another highlight is the 738 kW system at Prince Gallitzin State Park, DCNR's largest solar installation to date, which brings one of the parks biggest electricity consumers to net-zero. Local parks can also play a key role in reducing greenhouse gas emissions associated with energy use by adopting low emissions land management practices (reduced mowing schedules where appropriate) or installing solar arrays to help power park lighting for safety and youth sports events.



Parks can serve to help reduce heat islands and other impacts of climate change by managing recreation areas for climate resiliency. In short, unearthing waterways, planting riparian vegetation, and getting more trees in the built environment can assist communities in meeting their growing recreation demand, and provide habitat for people to still be outside in the midst of shifting climate patterns. Dover Township's new multi-use park is restoring almost one mile of waterways that helps the township and county meet state stormwater runoff regulations and reduce erosion. It's estimated that allowing the streams to return to their original footprint will stop sediment, nitrogen and phosphorus — two nutrients largely to blame for poor water quality in the region — from ending up in the Chesapeake Bay each year. The riparian buffer also extends between 60 to 200 feet on each side of the meandering streams to filter soil and harmful nutrients. The edges, where walkers will stroll along the streams, will be heavy with wildflowers.

In 2021 DCNR hired its first Tree Equity Specialist to develop connections and partnerships with communities and ensuring access to a healthy tree canopy in every community. Tree canopy cover is widely regarded as a positive for human habitation resulting in noise reductions, decreased cognitive fatigue, improved worker attitude, and reduced stress. These benefits are especially pronounced in higher to medium density neighborhoods; however, studies suggest that higher income neighborhoods are more likely than low-income neighborhoods to have high tree canopy cover.[40] Furthermore, studies suggest that historic residential segregation often equates to disparities with tree canopy and therefore higher urban heat island effect.[41] Reducing heat island effect with greater park equity and access along with increased tree canopy coverage can go a long way to navigating a shifting climate and reducing disparities in recreation opportunities.

Pennsylvanian's place a high value on protecting fish and wildlife habitat, which is no surprise as a state who produced some of the leading environmental leaders. However, fish and wildlife habitat are only the beginning. Our human habitat must remain stable and reliable to flourish physically, socially, and psychologically; or, when that habitat does shift, we must prepare and adapt to it. Parks and recreation spaces can serve to both maintain strong habitat for humans and wildlife, and adapt to the changes. Pennsylvanians agree and are concerned about habitat for fish and wildlife, but also for themselves, and recreation managers have a responsibility to respond accordingly – be that a simple shade cover over a playground or supporting more energy efficient electric vehicles with a charging station.

CASE STUDIES

Flood Management

In response to the rising threat of flooding due to climate change, DCNR has been proactively adapting its infrastructure across state parks and forests. A key aspect of these efforts is the design of new bridges and culverts to withstand 50- to 100-year flood events, compared to the traditional 25-year standard. These structures feature larger hydraulic openings to accommodate increased water flow during flood conditions. Furthermore, the use of bottomless culvert designs facilitates the passage of cold-water aquatic species, supporting ecological connectivity while enhancing resilience against extreme weather events.

Arc Community Greenspace

The Arc Community Greenspace in Meadville, Pennsylvania is a public informal gathering space and public arts venue equipped with three solar-powered umbrella tables and three solar-powered sculptural pergolas, providing shelter from the sun while capturing solar energy to support the electricity needed to host events. "We reduced the mowing area by removing 37,600 square feet of turf grass and replacing it with meadow and wildflower areas." – Hufnagle Park, Lewisburg Borough

[40] Schwarz, K., Fragkias, M., Boone, C. G., Zhou, W., McHale, M., Grove, J. M., ... & Cadenasso, M. L. (2015). Trees grow on money: urban tree canopy cover and environmental justice. PloS one, 10(4), e0122051.

[41] Locke, D. H., Hall, B., Grove, J. M., Pickett, S. T., Ogden, L. A., Aoki, C., ... & O'Neil-Dunne, J. P. (2021). Residential housing segregation and urban tree canopy in 37 US Cities. NPJ Urban Sustainability, 1(1), 15.

CASE STUDIES

Guaranteed Energy Savings Act

DCNR's energy and greenhouse gas reduction efforts have achieved measurable results through the Guaranteed Energy Savings Act (GESA), a program that enables large-scale facility improvements with no upfront costs, paid back through guaranteed savings from reduced utility bills. Upgrades include thousands of LED lighting fixtures, new boilers, on-demand tankless water heaters, building insulation, geothermal system improvements, programmable thermostats, and low-flow plumbing fixtures, among others. Phase 1, completed in the western region, saved over $700,000 in the first two years and cut greenhouse gas emissions by an average of 2,530 metric tons annually, surpassing expectations. Phase 2, which was recently completed in the central region, is projected to save $23.2 million over 20 years with similar energy and emissions reductions. With Phase 3 set to save $40.5 million and reduce emissions by 1,900 metric tons annually, the GESA program continues to drive significant environmental and financial benefits for the Commonwealth.





Siebert Park

Siebert Park is a 60-acre community park owned by Camp Hill Borough, Cumberland County. The park offers active recreational assets including a swimming pool, tennis courts, soccer field, volleyball and tennis courts, and a cabin used for community meetings.

The park is a great example of how communities can leverage the many benefits of parks and trails to enhance user experience and progress on sustainable design.

In one project, the borough focused at first on a new kayak launch along the Conodoguinet Creek Water Trail. They planned on using grant funding from the Pennsylvania Fish and Boat Commission (PFBC). But after discussing the project with the DCNR, the borough realized they could go further. The borough added a 1/2-mile accessible path from the pool parking lot to the new kayak launch. Along the path, the project restored a streambank to mitigate flooding and improve water quality.



ACRONYMS

for Agencies, Organizations, and Terms Referred to in Plan

ADA Americans with Disabilities Act

ATV All-Terrain Vehicle

BIPOC Black, Indigenous, Peoples of Color

CDC Centers for Disease Control and Prevention

CFA Commonwealth Financing Authority

DCED* Department of Community and Economic Development

DCNR* Department of Conservation and Natural Resources

DEIB Diversity, Equity, Inclusion, and Belonging

DEP* Department of Environmental Protection

DOH* Department of Health

GIS Geographic Information Systems

KTA Keystone Trails Association

LEED Leadership in Energy and Environmental Design

LWCF Land and Water Conservation Fund

NPS National Park Service

OHV Off Highway Vehicle

PDA* Pennsylvania Department of Aging

PDE* Pennsylvania Department of Education

PEC Pennsylvania Environmental Council

PennDOT* Pennsylvania Department of Transportation

PFBC* Pennsylvania Fish and Boat Commission

PGC* Pennsylvania Game Commission

PHC PA Humanities Council

PHMC* Pennsylvania Historical and Museum Commission

PHS Pennsylvania Horticultural Society

POWR Pennsylvania Organization for Watersheds & Rivers

PPC Pittsburgh Parks Conservancy

PPFF Pennsylvania Parks & Forests Foundation

PRPS Pennsylvania Recreation & Park Society

PSAB Pennsylvania State Association of Boroughs

PSATS Pennsylvania State Association of Township Supervisors

PSU Pennsylvania State University

RTC Rails-to-Trails Conservancy

SCORP Statewide Comprehensive Outdoor Recreation Plan

TAC Technical Advisory Committee

TPA Tourism Promotion Agency

TPL Trust for Public Land

WPC Western Pennsylvania Conservancy



IMPLEMENTATION MATRIX

The following chart summarizes all goals and action steps for the 2025-2029 Pennsylvania Outdoor Recreation Plan. Partners included are state agencies who have affirmed their commitment to implementing plan recommendations, and groupings of possible partners who are knowledgeable about the topics. If specific organizations are listed below, it should be seen as an example of organizational groupings. There are many more partners not listed here and DCNR welcomes engagement with all sorts of organizations, municipalities, and business.



Key Partner Groupings	Key Partner Groupings
Statewide Conservation & Recreation Organizations	PEC, PPFF, WeConservePA, PA Downtown Center; The Nature Conservancy; TPL; POWR; PSATS, PSAB; Rails to Trails Conservancy
Regional/Local Conservation & Recreation Organizations	Friends of the Riverfront; Delaware Highlands Conservancy; Susquehanna Greenway Partnership, Pittsburgh Parks Conservancy; Philly Gear Library; Tacony-Frankford Watershed Partnership; Outdoor Inclusion Coalition; Bicycle Coalition of Philadelphia; Pittsburgh Bike Coalition; Wildlands Conservancy
Land Trusts	Lancaster Conservancy, Natural Lands, Delaware Highlands Conservancy, Allegheny Land Trust, and more
Heritage Areas	12 State designated Heritage Areas, 6 of which are also National Heritage Areas
Conservation Landscapes	8 Conservation Landscapes partnerships in Pennsylvania, including Kittatinny Ridge, Laurel Highlands, South Mountain, and more.
Water Trail Managers	29 water trails are managed by organizations devoted to linking recreation and water conservation efforts
Local Trail Providers	70+ trail groups building, maintaining, promoting local and regional trails
Municipalities/Counties	Local borough, township, or county government
Local Park & Rec Departments	Building and maintaining recreation infrastructure, and running programs for communities
Economic Development Organizations	Downtown districts, main streets, chambers, county economic development entities
Destination Marketing Organizations	Visitors bureaus, tourism boards, tourism authorities
MPOs and RPOs	Municipal and Regional Planning Oranizations
Charitable Foundations	National, state, and local foundations
Health providers and foundations	Hospitals, primary care, health clinics, medical associations; mental healthcare providers; community and conversion health foundations
Educational Institutions	K-12 public schools; colleges and universities

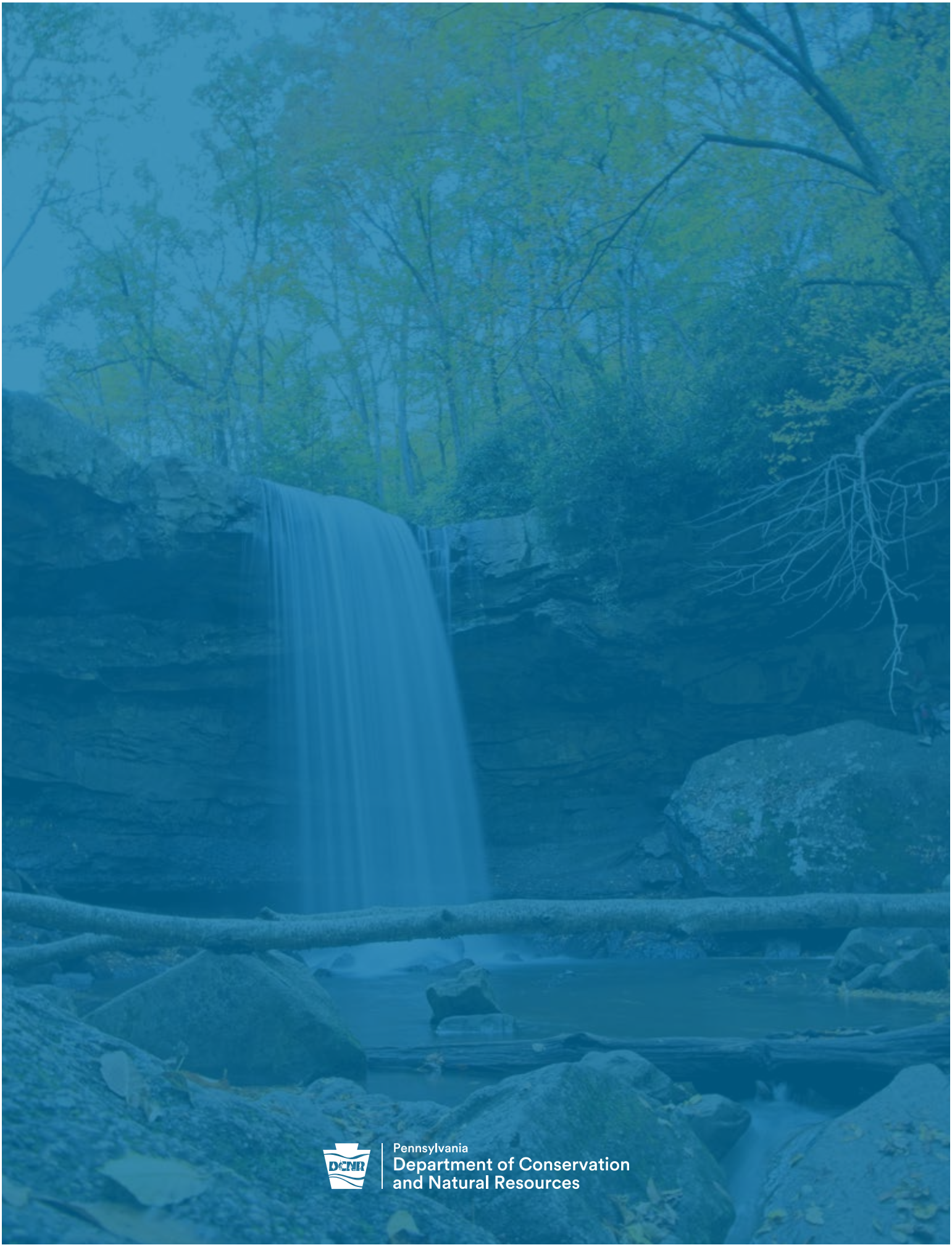
Priority Area: Promoting Community & Economic Development	
Goal & Action Item	**Key partners**
1) Support communities in creating vibrant and resilient regions through outdooreconomic development.	
A) Connect communities to local and regional outdoor recreation through trails, safe on-road networks, waterways, and other infrastructure.	DCED; DCNR; Economic Development Organizations; Municipalities/Counties; Statewide Conservation & Recreation Organizations
B) Provide best practices for recreation planning to create welcoming places and provide quality services for residents and visitors.	DCED; DCNR; Economic Development Organizations; Municipalities/Counties; MPO/RPO
C) Expand, enhance, and modernize the use of data to support recreation planning, management, and engagement.	DCNR; PGC; PFBC; DCED; DOH; PennDOT; Economic Development Organizations
D) Deliver outdoor recreation as a strategic tool for economic development.	DCED; Economic Development Organizations
2) Further activate Pennsylvania as a hub for outdoor recreation and adventure for all people.	
A) Convene a commercial recreation summit to facilitate dialogue about best practices for events, guiding, and conducting business on public and private natural lands.	DCNR; PFBC; DCED; Statewide Conservation & Recreation Organizations
B) Build Pennsylvania's brand as a national leader in outdoor recreation through tourism, innovation, product development, and industry expertise.	DCED; Destination Marketing Organizations; Economic Development Organizations
C) Develop a clear and cohesive agreement and permit process for special, commercial, and organized activities on DCNR managed lands.	DCNR
3) Develop and support Pennsylvania's outdoor recreation industry and its businesses and workforce.	
A) Develop outdoor recreation incubators, accelerators, innovation hubs, and similar to support outdoor recreation business and workforce development.	DCNR; DCED; Economic Development Organizations
B) Grow the capacity to assess, plan, design, build, and maintain natural surface trails.	DCNR, Charitable Foundations; Statewide Conservation & Recreation Organizations; Municipalities/Counties

Priority Area: Advancing Health & Wellness	
Goal & Action Item	**Key partners**
1) Prioritize safe access to recreation spaces and facilities by creating walking and biking networks that support healthy and active lifestyles for all Pennsylvanians.	
A) Work with 45 new local municipalities to adopt Complete Streets, Vision Zero or Active Transportation plans.	DOH; DCED; DCNR; PennDOT; Municipalities/Counties
B) Build and connect Pennsylvania's major greenways and smaller trail networks to local parks and communities.	DCNR; DCED; Local Trail Providers; Economic Development Organizations
C) Achieve the goal of having a park within a 10-minute walk of every Pennsylvanian by investing in outdoor recreation spaces.	DCNR; Local Parks & Rec Departments; Municipalities/Counties
D) Expand recreation in priority communities through open access partnerships with schools and universities.	DCNR; Educational Institutions; Statewide Conservation & Recreation Organizations
2) Promote outdoor recreation as an essential part of the physical and mental healthcare system.	
A) Connect mental health care providers with parks professionals and professional development opportunities.	DOH, DCNR, Municipalities/Counties; Health Providers and Foundations; Statewide Conservation & Recreation Organizations
B) Pilot data collection associated with access to recreation and mental health outcomes.	DOH; DHS; DCNR; DDAP; Statewide and Regional/local Conservation & Recreation Organizations
C) Conduct mobile health clinics and targeted health events in local parks and recreation spaces to educate about the health benefits of recreation.	DOH; DCNR; Local Park & Rec Departments; Municipalities/Counties; Health Providers and Foundations; Statewide Conservation & Recreation Organizations
D) Expand collaborative recreation programming with health care providers such as residential nursing home facilities, local hospitals, recovery centers, physical therapy, and Universities.	DCNR; DOH; Municipalities/Counties; Health Providers & Foundations; Statewide Conservation & Recreation Organizations
3) Create environments where everyone feels safe to recreate.	
A) Create safer community recreation spaces with enhanced lighting, sightlines, appropriate speeds, and passive recreation opportunities.	DCNR; Local Parks & Rec Departments; Municipalities/Counties
B) Expand education and prevention measures to reduce exposure to environmental hazards, like ticks, mosquitos, heat, and sun) in recreation spaces.	DCNR; DOH; Statewide Conservation & Recreation Organizations; Land Trusts
C) Support safe water recreation by investing in pool infrastructure and natural water access, swim education, and water safety training.	DCNR; PFBC; Statewide Conservation & Recreation Organizations
D) Create inclusive recreation spaces with racially and culturally appropriate and welcoming design.	DCNR; Statewide and Regional/ Local Conservation & Recreation Organizations
E) Promote safe parks, trails, and waterways through anti-discrimination education and transparent reporting procedures.	DCNR; Statewide and Regional/ Local Conservation & Recreation Organizations

Priority Area: Supporting Access & Inclusion	
Goal & Action Item	**Key partners**
1) Create safe access to recreation for all skill levels, abilities, and experiences.	
A) Develop options for walking, hiking, and biking in local parks and state parks that accommodate different skill levels.	DCNR; Statewide Conservation & Recreation Organizations; Community Foundations
B) Establish and implement a standard trail communication system to help users more easily determine characteristics such as difficulty, surface type, width, type of uses, etc.	DCNR; Local Trail Providers; Statewide Conservation & Recreation Organizations
C) Improve information wayfinding signage and cell/GPS reception for improved navigation and safe recreation.	DCNR
D) Lower barriers for beginners by supporting local parks, clubs, and organizations to create "try-it" opportunities, gear loaner programs, and enhance communication about social networks in outdoor recreation spaces.	DHS; Disability Advocacy Organizations; Statewide Conservation & Recreation Organizations
2) Create greater recreation opportunities for all levels of accessibility, especially for aging populations and people who experience disabilities or chronic health conditions.	
A) Increase availability of passive and adaptive recreation facilities on water ways, hiking trails, walking paths, community gardens, local parks and playgrounds, and other recreation facilities.	DCNR; Dept. Of Aging; PFBC; Health Providers & Foundations
B) Support the development of outdoor sensory opportunities at parks, trails, long-term care facilities, and environmental centers.	DCNR; Dept. Of Aging; Statewide Conservation & Recreation Organizations; Local Park & Rec Departments
C) Engage with disability and adaptive needs community to facilitate recreation infrastructure and training for recreation providers.	DCNR; Dept. of Aging; Statewide Conservation & Recreation Organizations
D) Expand mass transit connections to local parks, state parks, waterways and public lands.	Transit Authorities; Municipalities/ Counties
E) Create an accessibility field guide for aging recreation users or those experiencing disabilities or chronic conditions.	DCED; DHS; DOH; Dept of Aging; Destination Marketing Organizations; Statewide Conservation & Recreation Organizations
3) Strengthen relationships and support systems amongst historically marginalized and underrepresented communities and the outdoors.	
A) Increase grant outreach, writing support, management capacity and technical assistance for projects supporting underrepresented communities.	DCNR; Charitable Foundations; Educational Institutions
B) Enhance partnerships with historically marginalized communities by supporting and engaging with cultural events, art integration, diverse recreational programing, environmental justice, workforce development, and equitable access.	DCNR; Regional/Local Conservation & Recreation Organizations
C) Broaden storytelling of ancestral and multi-cultural relationship to land, conservation, and recreation.	DCNR; Statewide and Regional/ Local Conservation & Recreation Organizations
D) Translate more recreation materials into multiple languages.	DCNR; Statewide and Regional/ Local Conservation & Recreation Organizations

Priority Area: Addressing Infrastructure & Maintenance	
Goal & Action Item	**Key partners**
1) Create career and volunteer pathways into the field of conservation and recreation.	
A) Enhance recruitment for and expand the use of the PA Outdoor Corps and other early career opportunities.	DCNR; Educational Institutions
B) Identify or create training certificate programs for volunteer groups who maintain recreation resources such as trails, watersheds, playgrounds, ball fields, and other assets.	DCNR; Statewide Conservation & Recreation Organizations
C) Partner with Universities and trade school programs to communicate about, and support learning for, career opportunities in conservation and recreation.	DCNR; Educational Institutions
D) Create meaningful engagement opportunities for retired conservation and recreation enthusiasts that leverage their expertise and support intergenerational learning experiences.	Dept. of Aging; DCNR; Health Providers & Foundations
2) Invest in recreation maintenance and infrastructure for long term sustainability.	
A) Establish a maintenance trust fund for recreational assets.	DCNR; Statewide Conservation & Recreation Organizations; Charitable Foundations
B) Prioritize low maintenance, resilient, and sustainable infrastructure in planning, design, and construction.	DCNR; Regional/Local Conservation & Recreation Organizations; Municipalities/Counties
C) Develop maintenance plans and implement asset management strategies for all recreation resources and recreation providers.	DCNR; Statewide Conservation & Recreation Organizations; Local Parks & Rec Departments; Municipalities/ Counties
3) Build and maintain safe, accessible, and reliable infrastructure for all.	
A) Create safe on and off-road connections between key destinations (schools, libraries, neighborhoods, downtowns, shopping) and local parks and trails.	DOH; PennDOT; Local Trail Providers
B) Close priority trail gaps to achieve the overall goal of having a trail within 10 minutes of every Pennsylvanian.	DCNR; PennDOT; Local Trail Providers
C) Develop transparent, data-informed, adaptive approaches to monitor and manage visitor use to limit overcrowding in recreation areas.	DCNR; Statewide Conservation & Recreation Organizations; Land Trusts
D) Build on “Healthy Lands Week” to advance friends, advocacy, and volunteer groups to improve and maintain local parks.	PFBC; Local Park & Rec Departments; Statewide Conservation & Recreation Organizations; PPFF; Land Trusts

Priority Area: Progressing on Sustainability and Climate Change	
Goal & Action Item	**Key partners**
1) Protect and restore ecosystems that provide recreation, wildlife habitat, climate resilience, pollution reduction, and flood mitigation.	
A) Support the adoption of native plantings in meadow conversion and park landscaping practices, and educate the public about the value of restored habitat.	DCNR; Regional/Local Conservation & Recreation Organizations
B) Stabilize stream banks, water quality, and water temperatures through riparian buffer plantings.	DCNR; Municipalities/Counties; Regional/Local Conservation & Recreation Organizations
C) Conserve lands for greenways, parks, ecosystem services, and other open space benefits.	DCNR; Statewide Conservation & Recreation Organizations; Conservation Landscapes; Land Trusts
D) Clearly establish public water access in high use areas to reduce bank erosion and preserve native plants along waterways.	PFBC; DCNR
E) Improve strategies and efficiencies for protecting the land base that provides public recreational benefits.	Statewide Conservation & Recreation Organizations
2) Design parks and recreation areas to mitigate the effects of climate change and adapt to its impacts.	
A) Reduce heat island effect in public spaces, especially in historically marginalized communities, with tree plantings and other green infrastructure.	DCNR; Municipalities/Counties; Statewide Conservation & Recreation Organizations
B) Manage recreation areas for climate resiliency and contribution to long term sustainability of the built and natural environments.	Statewide & Regional/Local Conservation & Recreation Organizations; Municipalities/Counties; Local Parks & Rec Departments
C) Connect recreation professionals with the Local Climate Action Program (LCAP) to assist in the planning and implementation of climate action in municipalities.	Municipalities/Counties; Local Parks & Rec Departments; Educational Institutions; Regional/ Local Conservation & Recreation Organizations
D) Adopt climate mitigation practices and educate communities in public recreation spaces.	DCNR; Municipalities/Counties; Local Parks & Rec Departments



Pennsylvania
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