

113TH CONGRESS
1ST SESSION

H. R. 788

To authorize the Secretary of the Interior to enter into an agreement with the Battery Conservancy to construct and operate a performance facility at Castle Clinton National Monument, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

FEBRUARY 15, 2013

Mr. NADLER introduced the following bill; which was referred to the
Committee on Natural Resources

A BILL

To authorize the Secretary of the Interior to enter into an agreement with the Battery Conservancy to construct and operate a performance facility at Castle Clinton National Monument, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Castle Clinton Na-
5 tional Monument and Battery Castle Clinton National
6 Monument and Battery Conservancy Partnership Act”.

7 **SEC. 2. DEFINITIONS.**

8 In this Act:

1 (1) SECRETARY.—The term “Secretary” means
2 the Secretary of the Interior, acting through the Di-
3 rector of the National Park Service.

4 (2) BATTERY CONSERVANCY.—The term “Bat-
5 tery Conservancy” means the battery Conservancy of
6 New York City, New York, a 501(c)(3) organization,
7 or a successor not-for-profit organization.

8 (3) MONUMENT.—The term “Monument”
9 means the Castle Clinton National Monument in
10 New York City, New York.

11 (4) FACILITY.—The term “Facility” means the
12 proposed performance facility and associated struc-
13 tures and fixtures described in the 1997 General
14 Management Plan for the Castle Clinton National
15 Monument.

16 **SEC. 3. AGREEMENT.**

17 (a) IN GENERAL.—The Secretary is authorized to
18 enter into one or more agreements with the Battery Con-
19 servancy providing for the design, construction, mainte-
20 nance, and operation of the Facility.

21 (b) TERMS AND CONDITIONS.—Any agreement en-
22 tered into under subsection (a) shall assure that—

23 (1) the Battery Conservancy is solely respon-
24 sible for all costs of design and construction of the
25 Facility;

1 (2) the Battery Conservancy is solely respon-
2 sible for all costs of operating and maintaining the
3 Facility, except as may be otherwise agreed to by
4 the Secretary;

5 (3) the Battery Conservancy shall reimburse
6 the National Park Service for all National Park
7 Service costs incurred in association with the Bat-
8 tery Conservancy's activities at the Facility, includ-
9 ing the cost of providing security, utilities, and in-
10 spections;

11 (4) the Battery Conservancy may conduct, or
12 allow others to conduct, performances and edu-
13 cational programs at the Facility, as the Secretary
14 determines appropriate;

15 (5) the Battery Conservancy may sell perform-
16 ance tickets and conduct related revenue-generating
17 activities at the Monument such as sales of food,
18 beverages, and merchandise in such a manner and
19 at such rates as the Secretary determines appro-
20 priate;

21 (6) any proceeds received by the Battery Con-
22 servancy from the revenue-generating activities de-
23 scribed in this subsection shall be, as determined by
24 the Secretary in consultation with the Battery Con-
25 servancy—

1 (A) used by the Battery Conservancy for
2 operation and maintenance of the Facility;

3 (B) held in reserve, in an interest-bearing
4 account, by the Battery Conservancy to pay fu-
5 ture operational and maintenance costs;

6 (C) used by the Battery Conservancy for
7 other Monument-related activities; or

8 (D) transferred to the National Park Serv-
9 ice for use in operating, maintaining, enhanc-
10 ing, or interpreting the Monument;

11 (7) the National Park Service has exclusive use
12 of the Facility during normal Monument operating
13 hours, except as otherwise agreed to by the Sec-
14 retary; and

15 (8) the resources of the Monument, and the
16 public interest, are protected through any terms and
17 conditions that the Secretary deems necessary.

18 **SEC. 4. RETENTION OF FUNDS FOR PARK PURPOSES.**

19 The Secretary is authorized to retain and use until
20 expended, without further appropriation, any funds that
21 are received by the Secretary from the Battery Conser-
22 vancy in accordance with this Act, for the purposes of op-
23 erating, maintaining, enhancing, or interpreting the
24 Monument.

1 **SEC. 5. INTERPRETIVE AND EDUCATIONAL PROGRAMS.**

2 Notwithstanding the Federal Grant and Cooperative
3 Agreement Act of 1977 (31 U.S.C. 6301–6308), the Sec-
4 retary may enter into a cooperative agreement with the
5 Battery Conservancy for interpretive and educational pro-
6 gramming related to the Monument, which may include
7 operation and maintenance costs of the Facility related to
8 such programming.

9 **SEC. 6. OWNERSHIP AND ADMINISTRATION OF FACILITY.**

10 (a) OWNERSHIP.—The Facility shall be owned by the
11 United States and at no time shall the Battery Conser-
12 vancy have any ownership interest, leasehold interest, or
13 other right or interest in the Facility.

14 (b) ADMINISTRATION.—The Facility shall be admin-
15 istered by the National Park Service as part of the Monu-
16 ment and shall be subject to all laws, regulations, and poli-
17 cies applicable to the Monument except as otherwise pro-
18 vided this Act.

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