

112TH CONGRESS  
1ST SESSION

# H. R. 2975

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.

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## IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 20, 2011

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

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## 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  
6           of New York City, New York, a 501(c)(3) organiza-  
7           tion, 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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