

**Columbia County**

**AGRICULTURAL  
LAND PRESERVATION  
PROGRAM**

**COLUMBIA COUNTY CONSERVATION DISTRICT**

**COLUMBIA COUNTY  
AGRICULTURAL LAND PRESERVATION PROGRAM**

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**Amended: February, 2021**

## INTRODUCTION

Columbia County is in the east-central region of Pennsylvania and encompasses land area of 484 square miles, or 309,760 acres. Approximately 36% of the county is cropland and 45% is woodland. About one-third of the woodland is on farms. Columbia County has approximately 700 farms.

Agriculture is vital to the economy of Columbia County. As the county's largest single industry, agriculture generates an average of \$30 million in gross receipts annually. Furthermore, agriculture supports a solid infrastructure of related agribusinesses in Columbia and surrounding counties.

Columbia County has a diverse mixture of types of agricultural enterprises. Dairy, livestock, agronomic crops, fruits and vegetables for both processing and fresh market, Christmas trees, lumber, and flowers are agricultural commodities produced in Columbia County. The agriculture within the county is both progressive and competitive.

The farmland of Columbia County ranges from productive river and creek bottom land, to gently rolling land, to steeper less productive land in some areas. Not only is farmland an essential resource for most agricultural production, but it is also important for wildlife habitat, groundwater recharge, and it is aesthetically pleasing to both residents and visitors to this county.

Farmers are faced with increasing competition for land for other uses, including residential, industrial, commercial, and public facilities. Average land value per acre was \$4,210 in 2007, according to the U.S. Census of Agriculture, and continues to steadily rise. Land purchased for farming is usually paid for with cash flow from other enterprises or off-farm income. It is increasingly difficult to purchase land for farming and justify it economically. Consequently, land is sold for other uses which are more competitive in the land market. Of the farms that gross over \$2500/ year the number of farms in Columbia County has dropped from 1,000 in 1980 to 421 in 2007.

However, the future of agriculture in Columbia County remains good. Many factors which have caused greater competition for land, such as good highway systems, proximity to large population centers, and a reasonable climate are also factors that are advantageous to agriculture in this county. The diversity of our agriculture has helped it remain stable even in times when the agricultural economy has been slow.

In 1987 the voters of Pennsylvania passed a referendum to allow a \$100 million bond issue to preserve farmland. The Pennsylvania legislature enacted Act 149 in 1988 to allow counties to tap the \$100 million fund to purchase agricultural conservation easements. In 1990 the Commissioners of Columbia County established a seven member board consisting of three farmers, one local government representative, one building industry representative and two citizens at large to develop and oversee this program.

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## INTRODUCTION

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## **GENERAL PROVISIONS**

### **100 PURPOSE**

It is the purpose of this program to protect viable agricultural lands by acquiring agricultural conservation easements which prevent the development or improvement of the land for any purpose other than agricultural production.

Further, it is the purpose of this program to:

- (1) Encourage landowners to make a long-term commitment to agriculture by offering them financial incentives and security of land use;
- (2) Protect normal farming operations in agricultural areas from incompatible non-farming uses that may render farming impracticable;
- (3) Protect farming operations from complaints of public nuisance against normal farming operations;
- (4) Assure conservation of viable agricultural lands in order to protect the agricultural economy of this Commonwealth;
- (5) Provide compensation to landowners in exchange for their relinquishment of the right to develop their private property; and
- (6) Maximize agricultural easement purchase funds and protect the investment of taxpayers in agricultural conservation easements.

### **101 DEFINITIONS**

The following words and terms, when used in this program, have the following meanings, unless the context clearly indicates otherwise:

Act - *The Agricultural Area Security Law (3 P.S. sections 90 1-9 15), as amended.*

Agricultural conservation easement or easement - An interest in land, less than fee simple, which interest represents the right to prevent the development or improvement of the land for a purpose other than agricultural production. The easement may be granted by the owner of the fee simple to a third party or the Commonwealth, to a County governing body or to a unit of a local government. Columbia County will not consider any conservation easements for purchase which are not perpetual in nature. The exercise or failure to exercise any right granted by the easement shall not be deemed to be management or control of activities at the site for purposes of enforcement of the act of (October 18, 1988 (P.L 756, No. 108), known as the "Hazardous Sites Cleanup Act."

Agricultural Production - The production for commercial purposes of crops, livestock and livestock products, including the processing or retail marketing of such crops, livestock or livestock products if more than 50% of such processed or merchandised products are produced by the farm operator.

Agricultural Value - The sum of:

- (1) The farmland value determined by the applicant's appraisal; and
- (2) One-half of the difference between the farmland value determined by the state or County Board's appraiser and the farmland value determined by the applicant's appraiser if the farmland value determined by the State or County Board's appraiser exceeds the farmland value determined by the applicants appraiser.

Allocation - The State Board's designation of funds to the counties under section 14.1 of the act (3 P. S. section 914. 1). An allocation is an accounting procedure only and does not involve certifying, reserving, encumbering, transferring or paying funds to eligible counties.

Annual easement purchase threshold -An amount usually determined by the State Board which equals at least \$10,000,000 to be allocated among counties.

Applicant - A person offering to sell an easement on a farmland tract.

Appropriation - The irrevocable commitment of a specific amount of money by the County governing body exclusively for the purchase of easements.

Comparable Sales - Market sales of similar land. In locating comparable sales, first priority shall be given to farms within the same municipality as the subject land. The second priority shall be farms located within other municipalities in the same County as the subject. The lowest priority shall be given to farms located outside the same County as the subject land.

"Commercial equine activity." The term includes the following activities where a fee is collected:

- (1) The boarding of equines.
- (2) The training of equines.
- (3) The instruction of people in handling, driving or riding equines.
- (4) The use of equines for riding or driving purposes.
- (5) The pasturing of equines.

The term does not include activity licensed under the act of December 17, 1981 (P.L. 435, No 135), known as the "Race Horse Industry Reform Act."



Conservation plan - A plan describing land management practices, including an installation schedule and maintenance program, which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land.

Contract of sale- A legally enforceable agreement in a form provided by the State Board obligating the landowner to sell, and the Commonwealth or a County, or both, to purchase an agricultural conservation easement on a specific farmland tract.

Contiguous acreage - All portions of one operational unit as described in the deed, whether or not the portions are divided by streams, public roads, bridges or railroads and whether or not described as multiple tax parcels, tracts, purport's or other property identifiers. The term includes supportive lands such as unpaved field access roads, drainage areas, border strips, hedgerows, submerged lands, marshes, ponds and streams.

County - Columbia County, Pennsylvania.

County Board - The Columbia County Agricultural Land Preservation Board as appointed by the Columbia County Commissioners.

County governing body- The Columbia County Board of Commissioners

County matching funds - Money appropriated by the Columbia County Commissioners for the purchase of easements.

County program - A Columbia County Agricultural Land Preservation Program for the purchase of easements authorized by the Columbia County Commissioners.

Crops, livestock and livestock production - Include but are not limited to:

- (1) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans.
- (2) Fruits, including apples, peaches, grapes, cherries, and berries.
- (3) Vegetables, including, tomatoes, snap beans, cabbage, carrots, beets, onions and mushrooms.
- (4) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers.
- (5) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs.
- (6) Timber, wood and other wood products derived from trees.
- (7) Aquatic plants and animals and their byproducts.

Crops unique to the area - Include, but are not limited to, crops which historically have been grown or have been grown within the last five years in the region and which are used for agricultural production in the region.

Curtilage - The area surrounding a residential structure used for yard, driveway or similar residential purposes.

Department - The Department of Agriculture of the Commonwealth.

Easement value - The difference between the nonagricultural value and agricultural value of a farm. If solely the County or State appraisal is used, nonagricultural value and agricultural value are equal to market value and farmland value, respectively. If the landowner obtains an independent appraisal, nonagricultural value and agricultural value shall be calculated according to section 14. 1 (f) (3 P.S. section 914. 1 (f)) of the act.

Economic viability of farmland for agricultural production - The capability of a particular tract of restricted land, other than a tract of two acres or less upon which construction and use of the landowner's principal residence or housing for seasonal or full-time farm employees is permitted pursuant to Section 14. 1(c)(6)(iv) of the Act (3 P.S. § 914. 1 (c)(6)(iv)), to meet all of the criteria set forth at Section 138e. 1 6 (a)(2), (3), (4) and (5) (relating to minimum criteria for applications) of this program.

Eligible counties - Counties whose easement purchase programs have been approved by the State Agricultural Land Preservation Board. For the purpose of annual allocations, an eligible county must have its easement purchase program approved by the State Agricultural Land Preservation Board by January 1 of the year in which the annual allocation is made. Counties of the first class are not eligible under any circumstances.

Encumbered - Previously allocated funds reserved by the Commonwealth or a County to pay all or part of the costs of purchasing a specific easement under a specific contract of sale.

Farm - Land in this Commonwealth which is being used for agricultural production as defined in the act.

Farmland tract - Land constituting all or part of a farm that is proposed for the purchase of an easement.

Farmland value - The price as of the valuation date for property used for normal farming operations which a willing and informed seller who is not obligated to sell would accept for the property, and which a willing and informed buyer who is not obligated to buy would pay for the property.

Fund - The Agricultural Conservation Easement Purchase Fund established by the act of May 13, 1988 (P.L. 398, No. 64).

Grant funds - Funds allocated to a County by the State Board under section 14. 1(h)(2) and (5)(ii) of the act (3 P.S. section 914. 1 (h)(2),(5)(ii)), the expenditure of which is not contingent upon the appropriation and expenditure of County matching funds.

Grantee - The person or entity to whom an easement is conveyed under the act.

Grantor - The person or entity who conveys an easement under the act.

Grazing or pasture land - Land used primarily for the growing of grasses and legumes which are consumed by livestock in the field and at least 90% of which is clear of trees, shrubs, vines or other woody growth not consumed by livestock.

Harm the economic viability of the farmland for agricultural production - To cause a particular tract of restricted land to fail to meet the criteria set forth at Section 138e.16 (a)(2), (3), (4) and (5) (relating to minimum criteria for applications) of this program, or to create, through subdivision, a tract of restricted land, other than a tract of two acres or less upon which construction and use of the landowner's principal residence or housing for seasonal or full-time farm employees is permitted pursuant to Section 14.1 (c)(6) (iv) of the Act (3 P.S. § 914.1 (c)(6)(iv)), that would fail to meet the afore described criteria.

Harvested cropland - Land used for the commercial production of field crops, fruit crops, vegetables and horticultural specialties, such as Christmas trees, flowers, nursery stock and ornamentals as defined in the act. The term does not include timber and wood products. Or, as defined by the United States of America Department of Agriculture or the Pennsylvania Department of Agriculture, which ever agency is providing the funding for the purchase.

Immediate family member - A brother, sister, son, daughter, stepson, stepdaughter, grandson, granddaughter, father or mother of the landowner.

Land Capability Class (LCC) - A group of soils designated by either the County Soil Survey, as published by USDA-NRCS in cooperation with the Pennsylvania State University and the Department, or the Soil and Water Conservation Technical Guide maintained and updated by USDA-NRCS.

Land development - Either of the following activities:

- (1) The improvement of one lot or two or more contiguous lots, tracts or parcels of land for any purpose involving a group of two or more residential buildings, whether proposed initially or cumulatively; or
- (2) A subdivision of land.

Land which has been devoted primarily to agricultural use - That acreage which is a part of restricted land and is harvested cropland, grazing or pasture land, available for agricultural production, and which excludes any acreage upon which immediate agricultural production is impracticable due to residential structures and their curtilage, wetlands, soil quality, topography or other natural or man-made features, and which further excludes any tract of two acres or less designated as the site upon which the landowner's principal residence or housing for seasonal or full-time employees is permitted pursuant to Section 14.1(c)(6)(iv) of the Act (3 P.S. & 914.1(c)(6)(iv)).

Market value - The price as of the valuation date for the highest and best use of the property which, a willing and informed seller who is not obligated to sell would accept for the property, and which a willing and informed buyer who is not obligated to buy would pay for the property.

Nonagricultural value - The sum of:

- (1) The market value determined by the State or County Board's appraiser; and
- (2) one-half of the difference between the market value determined by the applicant's appraiser and the market value determined by the State or County Board's appraiser, if the market value determined by the applicant's appraiser.

Nonprofit land conservation organization - A nonprofit organization dedicated to land conservation purposes recognized by the Internal Revenue Service as a tax-exempt organization under the Internal Revenue Code. (26 U. S.C.A- Sections 1-7872).

Normal farming operation - The customary and generally accepted activities, practices, and procedures that farmers adopt, use, or engage in year after year in the production and preparation for market of crops, livestock, and livestock products and in the production and harvesting of agricultural, agronomic, horticultural, silvicultural and aqua cultural crops and commodities. The term includes the storage and utilization of agricultural and food processing wastes for animal feed and the disposal of manure, other agricultural waste and food processing waste on land where the materials will improve the condition of the soil or the growth of crops or will aid in the restoration of the land for the same purposes.

Owner - The person or persons holding title to land.

Pennsylvania Municipalities Planning Code - The Act of December 21, 1988 (P.T - 1329, No. 170) (53 P.S. && 10101-11201).

Restricted Land - Land and buildings, the use of which is subject to the terms of an easement.

Secretary - The Secretary of the Department.

Soils Report - A report which sets forth the amount and description of each soil class found on a specific farm.

State Board - The State Agricultural Land Preservation Board.

State matching funds - Funds allocated to a County by the State Board under section 14.1(h)(3), (4) or (5)(1) of the act, the expenditure of which is contingent upon the appropriation and expenditure of County matching funds.

Subdivision -The division or re-division of a lot, tract or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership or building or lot development.

Title report - A report prepared by a corporation authorized by the Department of Insurance to engage in the sale of title insurance or an attorney setting forth the existence of any liens, restrictions or other encumbrances on a farmland tract.

USDA - The United States Department of Agriculture.

USDA-NRCS - The Natural Resource Conservation Service of the United States Department of Agriculture.

## 102 NUMERICAL RANKING SYSTEM

The County Board has developed a numerical ranking system to be used to prioritize applications for the appraisal of properties meeting the minimum criteria listed in section 103 of the county program. After initial review, sites will be evaluated using the system. Ranking is determined by favorable natural conditions and location factors which make farming a viable undertaking presently and in the future.

Following the LESA analysis on each application, the County Board will determine the appraisal order for applicants. The application with the highest LESA score will be appraised first, followed by the next highest LESA score and so on. The County Board reserves the right to limit the number of applications it chooses to appraise.

The ranking system has two categories:

1. Land Evaluation
2. Site Assessment

The numerical ranking system is found in Appendix D.

## 103 MINIMUM CRITERIA FOR APPLICATIONS

(a) The County program shall consider the quality of the farmland tract, including the USDA classification and productivity. The farmland tract shall be one or more of the following:

- (1) Be located in a duly recorded agricultural security area which has a least 500 acres enrolled.
- (2) Contain at least 50% of soils which are available for agricultural production and are of capability classes I through IV, as defined by the USDA-NRCS.
- (3) Contain the greater of 50% or 10 acres of harvested cropland, pasture or grazing lands. Harvested cropland will be defined by the lead funding agency.
- (4) Be contiguous acreage of at least 50 acres in size, unless the tract is at least 10 acres in size and is either utilized for a crop unique to the area or is contiguous to a property which has a perpetual conservation easement in place, which is held by a "qualified conservation organization," as that term is defined at section 170(h)(3) of the Internal Revenue Code (26 U.S.C.A. & 170(h)(3)).

(b) The County program shall consider the likelihood that a farmland tract will be converted to nonagricultural use.

In determining the likelihood of nonagricultural use, consideration shall be given to the following factors:

- (a) The developmental pressures in the area.
  - (b) Suitability of the farmland tract for development because of soil capabilities, location and configuration.
  - (c) Pre-existing perpetual restrictions against development.
  - (d) Location in an area identified by the County board or a Township comprehensive plan as desirable for agricultural use.
- (c) The County program considers and addresses the extent to which the applicant has demonstrated good stewardship of the land, use of conservation practices and best management practices, including soil erosion and sedimentation control and nutrient management.

### **County Minimum Criteria:**

At the discretion of the Farm Board, an easement may be purchased in the following circumstances, not using Commonwealth funding. County-only funding may be used, or a combination of County and Municipal funding. When the municipality contributes, this is known as a multiple-funded easement purchase.

The farmland tract:

- A. Shall be located in an ASA comprised of at least 500 acres.
- B. May contain less than 50% of soils, which are available for agricultural production and may contain less than 50% of soils in Capability Classes I through IV, as defined by the USDA-NRCS.
- C. Shall contain the greater of 50% or 10 acres of harvested cropland, pastureland, or grazing land except as described below in Section D.
- D. May contain less than 50 contiguous acres of land but must contain at least 10 acres as required to join an ASA, except as noted below.
- E. Comply with the amendments (Act 14 of 2001) to the Agricultural Area Security Law (Act 43), which prescribes the process for purchasing Agricultural Conservation Easements from landowners whose parcel boundaries cross local government and county boundaries.

**Multi-Governmental Easements** - The purchase price offered for the purchase of an easement in Perpetuity under Chapter 138e.66(b) may not exceed, but may be less than, the value of the easement. However, local municipalities may participate in the easement purchase as a joint grantee and pay any portion of the “easement value” determined by the Appraisal Report. These types of easements are referred to as “multi-governmental” easements where the State, County, and local municipality join together as the grantees of the easement in joint ownership.

### **G. Local Government Unit Participation**

The county can purchase Agricultural Conservation Easements with any combination of local government unit, Commonwealth, and nonprofit entity. Any local government unit that has created an agricultural security area may participate along with an eligible county and the Commonwealth in the preservation of farmland through the purchase of agricultural conservation easements.

1. The local government unit, in conjunction with a county board, may participate with the State board in the purchase of agricultural conservation easements.

2. The local government unit shall recommend to the county board the purchase of agricultural conservation easements by the eligible county and the local government unit as joint ownership.
3. The local government unit shall recommend to the county board the purchase of agricultural conservation easements by the local government unit and the Commonwealth as joint ownership.
4. The local government unit may purchase an agricultural conservation easement, provided that all of the following apply:
  - (i) The agricultural conservation easement is located within an agricultural security area of at least 500 acres or the easement purchased is a joint purchase with either a county or both a county and the Commonwealth pursuant to the criteria set forth for the purchase of agricultural conservation easement extending into an adjoining county.
  - (ii) The deed of easement must be the same used by the state and the county.
  - (iii) The local governments unit shall participate with the county board in complying with paragraph (5) for recording any agricultural conservation easement purchased by the local government unit.
5. The county board shall be responsible to record agricultural conservation easements where a local government unit is a party to the purchase of the easement. The easement shall be recorded by the county wherein the agricultural conservation easements are located. The county board shall submit to the State Board a certified copy of the agricultural conservation easement within 30 days after recording.
6. A county and municipality can participate in a “bargain sale” if the farm is on the application list.
  - a. Floating lots are not permitted.

## **7. Non Profit Participation**

Eligible nonprofit entities can participate in the purchase of agricultural conservation easements in accordance with the Agricultural Area Security Law (Act 43 of June 30, 1981, P.L. 128, No 43) (3 §§ 901-915) as amended by Act 46 of 2006.

Definition- “Eligible nonprofit entity” – an entity that provides the State board or an eligible county satisfactory proof of all of the following:

- 1) That the entity is tax exempt under section 501(c) (3) of the Internal Revenue



Code of 1986 (Public Law 99-514, 26 U.S.C. § 501 (c) (3)).

- 2) That the entity has experience acquiring, whether through purchase, donation or other transfer, an agricultural or other conservation easement.
- 3) The eligible nonprofit entity may purchase an agricultural conservation easement, if all of the following apply:
  - a. The agricultural conservation easement is a joint purchase with the county, and may include the Commonwealth or a local government unit, or both.
  - b. The deed of agricultural conservation easement is as prescribed by the State board for agricultural conservation easements purchased by the Commonwealth.
- 4) The county board shall be responsible to record agricultural conservation easements where an eligible nonprofit entity is party to the purchase of the easement.

#### 8. Donations

- 1) The Columbia County Agricultural Land Preservation Program will accept donations of an agricultural conservation easement if the farm meets the state and county minimum requirements and is on the current application list. The county will accept this donation using county-only funds to purchase the agricultural easement via payment of \$1.00 to the landowner.
- 2) All of the following conditions shall apply:
  - a) Land is used for agricultural production. This allows timbered land to be accepted by donations if it has a forest management plan. Equine land may be accepted where agricultural production use is applicable.
  - b) ACE is perpetual.
  - c) All donated ACE's shall be free and clear of all encumbrances.
  - d) The donated ACE shall have/title Insurance.
  - e) The Deed of Easement shall be prescribed by the State Board.
  - f) A survey to provide accurate easement acreage will be required.
  - g) An appraisal will be required.

## 104 PLANNING MAP

The County Board will utilize the Natural Resources Conservation Service's Prime and Important Farmland Map for Columbia County as the planning map for the County program. The planning map will serve two purposes. (See Appendix G for planning map.):

- (1) To identify municipalities within Columbia County that have an official agricultural Security area.
- (2) To identify farmland of importance to the County Board. Areas of importance to the County Board are areas within the following classes on the planning map:
  - (a) Prime farmland.
  - (b) Unique farmland, other than prime.
  - (c) Additional farmland of state-wide importance.
  - (d) Additional farmland and that qualifies as agricultural capability Class IV.

## 105 SCHEDULE FOR SUBMISSION OF APPLICATIONS

All complete applications for the County Program received by the County Board by December 31 will be evaluated according to the numerical ranking system for the following years funding.

## 106 PUBLIC INFORMATION

The County Board will publicize the County Program through the dissemination of information, press releases, presentations, and through public meetings.

The County Board will be subject to the Sunshine Act and the act of June 21, 1957 known as the Right-To-Know Law, relating to the inspection and copying of public records.

## **PROCEDURES FOR PURCHASING AN EASEMENT**

### 201 APPLICATION

- (a) A separate application shall be required for each farmland tract offered for easement purchase. The application shall consist of a completed application form, location maps, a soils report and a crop report done in accordance with the model formats included in the State Guidebook and any future revisions thereto (§ 14. 1 (a)(3)(xv) and (b)(2)xiv).
- (b) The County Board shall develop, and make available to a County resident, an application form which requires the following information:
  - (1) The name, address, telephone number and signature of the owner of the farmland tract.
  - (2) The County, Municipality and Agricultural security area in which the farmland tract is located.
  - (3) The total acreage of the farm. The number of acres in the farmland tract proposed for easement purchase.
  - (4) The street location of the farm, and directions from the nearest State route.
  - (5) A deed reference - book, volume and page.
  - (6) County tax map records, including tax parcel number, or account number of each parcel.
  - (7) The date of the conservation plan, if any, which has been approved by the County Conservation District.
  - (8) The name, address and telephone number of the person to be contacted to view the farmland tract.
  - (9) Date of nutrient management plan, if applicable.
- (c) The applicant shall provide a United States Geological Survey topographical map showing the location of the farmland tract with the application.
- (d) A tax map.
- (e) The applicant shall provide a soils report and soils map for the farmland tract

proposed for easement purchase, and a table showing the capability class and use of the land, for the most recent crop year, as follows:

	Acres of Cropland/Pasture	Acres of Other Land	Total Acres
Class I			
Class II			
Class III			
Class IV			
Other			
TOTAL			

The soils map shall color code soil types as follows:

Class I	Green
Class II	Yellow
Class III	Red
Class IV	Blue
Wetlands	Cross-Hatch, or shown on a separate map.

- (e) The applicant shall provide crop production information for the farmland tract for the most recent crop year that comparable statistics are available from the Pennsylvania Agricultural Statistics Service as follows:

	Commodity	Acres Grown	Yield/Acre
1.			
2.			
3.			
4.			

- (viii) If the applicant grows crops or produces livestock that are of a type not reported by PASS, the County Board shall obtain two years of production data from the applicant in order to determine if the application meets the minimum criteria as set forth in Section 138e.16(a)(5)(1) of the State regulations.

- (ix) A non-refundable application fee of Twenty-Five dollars (\$25.00) shall be submitted with each application.

## 202 EVALUATION OF THE APPLICATION

The County Board shall review the application to determine if it is complete and meets the minimum criteria in section 103. The application will be evaluated using the numerical farmland ranking system to determine the order in which tracts are selected by the County Board for appraisal. Selection for appraisal will be made in descending order of farmland ranking score. The number of farms selected to be appraised will be based on the funding availability.

## 203 APPRAISAL DEPOSIT

Owners of farms selected for appraisal will be asked to provide a deposit equal to One-half the cost of the County Board approved appraisal.

The appraisal deposit will be refunded to the owner if:

- (1) The applicant receives an offer from the County Board, accepts the offer and enters the program.
- (2) The applicant receives an offer from the County Board that is less than the appraised value of the easement and elects not to enter the program.

The owner will forfeit the appraisal deposit if:

- (1) The owner receives an offer from the County Board equal to the appraised value of the easement and elects not to enter the program.

## 204 APPRAISAL

- (a) All appraisals shall be conducted by a State Certified General Real Estate Appraiser, in accordance with the Act and its attendant regulations and guidelines.
- (b) An offer to purchase an easement shall be based upon one or more appraisal reports which estimate the market value and the farmland value of the farmland tract.
- (c) An appraisal will be based primarily on analysis of comparable sales.
- (d) The value of a building or other improvement on the farmland tract may not be considered in determining the easement value. The value of the building or other improvement shall appear separately in the appraisal report.

- (e) The appraiser shall be:

A Pennsylvania State Certified General Real Estate appraiser in accordance with the standards set forth in Act 43 and any future revisions and regulations thereof (§ 14. 1 (f) and (f)(3)). An Appraiser shall be selected on the basis of experience, expertise and professional designation.

- (f) The Appraiser shall supply a narrative report which contains the following information and is in the following format:

- (1) Introduction.

- (i) Letter of transmittal and appraiser's certificate.

- (ii) Table of contents.
- (iii) Summary of salient facts and conclusions.
- (iv) Purpose of the appraisal.
- (v) Easement value definition.

(2) Description of property.

- (i) Area or neighborhood description.
- (ii) Description of appraised property.
  - (A) Legal description.
  - (B) Property data and zoning.
  - (C) Description of improvements.
  - (D) Photos of subject property.
  - (E) Tax map of subject property with which the acreage of properties adjoining the subject property, the names of all adjoining property owners, and deed references shall be indicated.
  - (F) Sketch of subject property.
  - (G) Location map.
  - (H) Soils map.

(3) Analyses and conclusions.

- (i) Analysis of highest and best use.
- (ii) Valuation methodology: Market value.
  - (A) Comparable sales data.
  - (B) Adjustment grid.
  - (C) Locational map of comparable sales.
- (iii) Market value estimate.
- (iv) Valuation methodology: Farmland value.
  - (A) Comparable sales data.
  - (B) Locational map of comparable sales.
  - (C) An adjustment grid.
- (v) Farmland value.
- (vi) Value of Improvements.
- (vii) Easement value.
- (viii) Professional Qualifications of the Appraiser.

(g) The Appraiser shall supply information concerning comparable sales as follows:

- (1) At least four comparable sales shall be used for an appraisal. If the Appraiser cannot obtain sufficient comparable sales data within the same

municipality as the subject farmland tract, the Appraiser may use comparable sales from other municipalities within the County, after consultation with the County Board. The use of comparable sales which require adjustment of 50% or more is permitted only with the approval of the County Board.

- (2) Pertinent data for each comparable sale used in the preparation of the appraisal shall be stated in the appraisal report, including date of sale, purchase price, road frontage in feet, soil series, an estimate of the range of slope and other relevant information. The appraisal shall include an analysis comparing the pertinent data for each comparable sale to the subject farmland tract.
- (3) The location of each comparable sale used in the appraisal report shall be shown accurately on the comparable sales map and sufficiently identified and described so as to be located easily.
- (4) For comparable sales used to estimate the farmland value, the Appraiser may use sales of land that were confined to agricultural use because of legal restrictions or physical impairments that make the land valuable only for agricultural use. Data may also be gathered from farm real estate markets where farms have no apparent developmental value.
- (5) If comparable sales data is not available for farmland value, the County Board, subject to the approval of the State Board, may assign a farmland value based on crop production or a capitalization of rental income.
- (6) The Appraiser shall report whether the farmland tract has public or private land use restrictions, is within a flood plain, or has other physical attributes which limit its developmental capability.
- (7) The Appraiser shall provide at least one original and two copies of each report to the County Board. The original of each report and all copies shall be bound with rigid covers.

## 205 EASEMENT VALUE AND PURCHASE PRICE

- (a) An easement will be purchased in perpetuity.
  - (1) The value of an easement in perpetuity for purposes of making an offer to purchase an easement under Section 206(B) shall be the difference between the market value and the farmland value contained in the appraisal report.
- (b) The purchase price offered for the purchase of an easement under Section 206(B) may not exceed, but may be less than the value of the easement.

- (c) The County Board intends to expend the funds described in section 14.1(h)(8.2) of the act over a period of 2 consecutive County fiscal years.
- (d) The County Board will allow for the purchase of agricultural conservation easements by lump sum or on an installment or other deferred basis with final payment to be made no more than 5 years from the executed date of the agricultural conservation easement purchase.
- (e) The County Board will allow for like-kind exchanges for agricultural conservation easement purchase.

#### 206 OFFER OF PURCHASE BY COUNTY BOARD

- (A) The County Program requires that any property evaluated for agricultural conservation easement purchase be evaluated in accordance with standards, criteria and requirements currently or hereafter established by the State Board addressing soil quality, likelihood of conversion, proximity to other land under agricultural conservation easement, land stewardship and fair, equitable, objective and nondiscriminatory procedures for determining purchase priorities. In determining whether to offer to purchase an easement following receipt of the County appraisal report, the County Board shall consider the following:
  - (1) Evaluation according to the numerical ranking system.
  - (2) Consistency with County map of priority agricultural areas.
  - (3) Cost relative to total allocations and appropriations.
  - (4) Proximity to other lands subject to easements.
- (B) If the County Board determines to offer to purchase an easement on the farmland tract, the County Board, or a representative of the County Board, shall meet with the applicant to review the County appraisal report. An offer to purchase an easement shall be submitted to the applicant in writing and be accompanied by the County appraisal report.
- (C) Within 30 days of receipt of the written offer from the County Board an applicant may do one of the following:
  - (1) Accept the offer in which case the County Board and the applicant shall enter into a agreement of sale. The agreement shall be conditioned upon the approval of the State Board and be subject to the ability of the applicant to provide good title to the premises, free of encumbrances such as liens, mortgages, options, rights of others in surface mine-able coal, land use



restrictions, adverse ownership interest, and other encumbrances which would adversely impact the County and Commonwealth's interest in the farmland tract.

- (2) Reject the offer and advise the County Board that the application is withdrawn.
- (3) Advise the County Board that the applicant is retaining, at applicant's expense, an independent state certified general real estate appraiser to determine the easement value. The appraiser shall be qualified, and the appraisal shall be completed, under this chapter. The appraisal shall be submitted to the County Board with 120 days of receipt of the County Board's offer to purchase. Upon completion, three copies of the applicant's appraisal shall be submitted to the County Board. The applicant's decision to obtain an independent appraisal under this paragraph shall not constitute a rejection of the County Board's offer. The County Board's offer shall remain open unless increased by the County Board under subparagraph (c)(3)(ii) or rejected by the applicant under subparagraphs (c)(3)(iii) or (c)(3)(iv).

- (i) If the applicant retains an independent appraiser, the easement value shall be the difference between the agricultural value and the nonagricultural value, determined as follows:

(a) The agricultural value shall equal the sum of:

- (I) The farmland value determined by the Applicant's Appraiser.
- (II) One-half of the difference between the farmland value determined by the County Board's Appraiser and the farmland value determined by the Applicant's Appraiser, if the farmland value determined by the County Board's Appraiser exceeds the farmland value determined by the Applicant's Appraiser.

(b) The nonagricultural value shall equal the sum of:

- (I) The market value determined by the County Board's Appraiser.
- (II) One-half of the difference between the market value determined by the applicant's appraiser and the market value determined by the County Boards Appraiser, if the market value determined by the

Applicant's Appraiser exceeds the market value determined by the County Board's Appraiser.

- (ii) Within 30 days of receipt of the applicant's appraisal, the County Board shall:
  - (a) Submit a written offer to purchase in an amount in excess of the amount offered under subsection (B) to the applicant; or
  - (b) Notify the applicant, in writing, that the offer made under subsection (b) remains open and will not be modified.
- (iii) The applicant shall, within 15 days of receipt of the County Board's written offer under subsection (C)(ii)(A) or receipt of the County Board's written notice under subsection (C)(ii)(B) notify the County Board in writing that the applicant either:
  - (a) Accepts or rejects the offer made under subsection (c)(ii)(A); or
  - (b) Accepts or rejects the offer made under subsection (b).
- (iv) The failure of the applicant to act as set forth in subsection (c)(iii) shall constitute a rejection of the County Board's offer.
- (v) If the offer of purchase is accepted, the County Board and the applicant shall enter into an agreement of sale containing the same requirements and subject to the same conditions as set forth in Section 206 (C) (1).
- (4) The failure by the applicant to act within 30 days of receipt of a written offer under subsection (b) shall constitute rejection of the offer.
- (D) An agreement of sale shall be in a form provided by the State Board.

## 207 REQUIRMENTS OF THE AGRICULTURAL EASEMENT DEED

- (a) The owners of the subject farmland tract shall execute a deed conveying the easement which deed shall include the provisions of Appendix E (relating to deed clauses).
- (b) The deed shall be in recordable form and contain:
  - (1) A legal description setting forth the metes and bounds of the farmland tract subject to the easement.

- (2) At least one course and distance referencing a fixed marker or monument of a type commonly placed in the field by a surveyor.
- (c) The legal description shall not contain a closure error greater than one foot per 200 linear feet in the survey.
- (d) The farmland tract on which an easement is to be purchased must be surveyed unless the legal description contained in the deed recorded in the land records of the County in which the farmland tract is located satisfies the requirements of paragraphs (B) and (C). A survey required by the provisions of this paragraph must comply with the boundary survey measurement standards set forth as per Chapter 138e 73 (relating to survey requirements).
- (e) For purchases made entirely with State funds, the Commonwealth shall be the sole Grantee.
- (f) For purchases made using a combination of State, County and Municipal funds, the Grantees shall be the Commonwealth, the County and the Local Government unit providing the funds under joint ownership as defined in the act.
  - (1) Neither the Commonwealth nor the County may sell, convey, extinguish, lease, encumber, restrict or otherwise dispose of its interest in the easement without the consent of the other.
  - (2) Upon the sale, conveyance, extinguishments, lease, encumbrance or other disposition of the easement, the Commonwealth and the County shall receive a pro rata share of the proceeds based upon their respective e contributions to the purchase price.
- (g) A copy of the deed shall be submitted to the State Board for approval prior to execution and delivery.

208 TITLE INSURANCE

- (a) The County Board shall provide a title report to the State Board upon submission of its recommendation for the purchase of an easement.
- (b) At settlement, the County Board shall provide a title insurance policy issued by a title insurance company authorized to conduct business in the Commonwealth by the Insurance Department. The cost of such title insurance shall be a cost incident to the easement purchase payable or reimbursable from a County's allocation under the act.

209 STATEMENT OF COSTS

- (a) For purposes of Section 14.1(h)(6) of the Act (3 P.S. section 914.1(h)(6)), the County Board shall submit a statement of the costs incident to the purchase of the easement to the State Board which may include:
  - (1) The easement purchase price.
  - (2) The County's appraisal cost.
  - (3) The necessary legal fees for title search, preparation of documents and attendance at closing.
  - (4) The recording fees.
  - (5) The survey costs.
  - (6) Reimbursements to a nonprofit land conservation organization that has acquired an easement at the request of the County Board, for the purpose of transferring the easement to the County or the Commonwealth, or both. These costs include the easement purchase price, reasonable costs of financing the purchase, appraisal costs, necessary legal costs, recording fees and survey costs.
- (b) The statement of costs shall specify the amount of funding requested from the Commonwealth for the purchase, and the amount of County funds allocated for the purchase.
- (c) After settlement, the County Board shall submit a revised statement of costs in the event that actual costs were greater or less than the costs estimated in the initial statement of costs.

## 210 STATE BOARD REVIEW FOR APPROVAL FOR PURCHASE OF EASEMENT

Application for State Board review of a proposed purchase of an easement is made by submitting the following documents to the Director, Bureau of Farmland Preservation, Department of Agriculture, 2301 North Cameron Street, Harrisburg, Pennsylvania 17110-9408.

- (a) Electronic submission of the summary report prepared in accordance with §138e.120 of the Act (relating to summary report), including the following items:
  - (1) Cover letter from County (optional).
  - (2) Narrative Summary Report
  - (3) Legible United States Geological Survey (USGS) topographic map showing the subject property location and boundaries, location of neighboring easements, and exclusions withheld from the subject property.
  - (4) Soil Report Form "C", (a form provided by the Department) both pages.
  - (5) List of soil mapping unit names, symbols and Land Capability Classes on the subject property.
  - (6) Legible, uncolored soil map of subject property.
  - (7) Tax map showing the subject property location and boundaries, exclusions withheld from the subject property, utility, rights-of-way, and access road rights-of-way.
  - (8) Summary table showing the individual ranking scores by category for applications selected for County Appraisal, including an indication of the easement purchase status of higher-ranking applicants.
  - (9) Copy of Exit "B", from the Agreement of Sale, modified to include interest, total acres and per acre easement cost.
  - (10) Twenty-five copies submitted shall be individually collated and three-hole punched, but not stapled.
- (b) The appraisal report or reports.
- (c) The signed agreement of sale, including the proposed legal description, a statement of cost, the proposed deed of agricultural conservation easement, a contractor integrity clause, and a nondiscrimination clause.
- (d) The title insurance report or commitment.

- (e) A letter certifying that all adjoining landowners were provided with notice and opportunity to be heard in a manner consistent with administrative agency law with respect to the proposed easement purchase, including one (1) copy of the notification letter and a list of all adjoining landowners.
- (f) A completed and signed IRS Form W-9, Request for Taxpayer Identification Number and Certification for individual Grantors.
- (g) A letter from the Grantors stating the percent (%) of ownership of each Grantor for the purpose of issuing IRS Form 1099.

## **PROCEDURE FOR INSPECTING AND ENFORCING AN EASEMENT**

### **301 RESPONSIBILITY**

- (a) The County Board shall have the primary responsibility for inspecting restricted land and enforcing an easement.
- (b) The State Board or its designee will have the right to inspect restricted land and enforce an easement on its own behalf or in conjunction with the County Board.

### **302 INSPECTIONS**

- (a) The County Board shall inspect all restricted land within the County on at least a biennial basis to determine compliance with the applicable deed of easement. The first inspection shall be completed within 1 year of the date of easement sale.
- (b) Written notice of an inspection to be conducted under section 302(A) shall be mailed to the owner at least 10 days prior to the inspection.
- (c) Any inspection conducted under section 302(A) shall be performed between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth, or a date and time agreeable to the County and the landowner.
- (d) Within 10 days of conducting an inspection under section 302(A), the County Board shall prepare a written inspection report setting forth the following information:
  - (1) The identification of the land inspected.
  - (2) The names of the current owners and the names of the owners at the time the easement was originally acquired.
  - (3) A description of modifications in the number, type, location or use of any structures on the land since the date of the filing of the deed of easement.
  - (4) A description of the conservation practices being observed on the restricted land.
  - (5) A statement of whether the provisions of the deed of easement are being observed.
  - (6) A statement indicating whether a structure permitted under section 14.1(6)(iv) of the act (3 P.S.par 914,1(6)(iv) has been constructed on the restricted land and, if such a structure has been constructed, the month and year of construction was completed and a description of the structure and its location on the land.

- (7) A statement indicating whether the residential subdivision permitted under Section 14.1(c)(6)(iv) has been exercised.
- (e) A copy of the inspection report shall be mailed by certified mail to the owner if a violation occurs..
- (f) The County Board and the State Board may inspect the restricted land, jointly or severally, without prior notice if they have reasonable cause to believe that any provision of the easement has been or is being violated.

### 303 ANNUAL REPORT

The County Board shall file with the State Board by March 1 of each year, a copy of the inspection reports for inspections conducted during the prior year, and compile an annual report which summarizes the number of inspections, violations detected, violations resolved and the circumstances surrounding any unresolved violations.

### 304 ENFORCEMENT

- (a) The County Board shall enforce the terms of each easement purchased within the County under the act, whether it be a County, State, Local Government Unit, or joint purchase.
- (b) The State Board may enforce the terms of State or jointly purchased easements.
- (c) The right of the State Board to enforce the terms of an easement may be exercised either jointly with the County Board or by the State Board acting on its own behalf.

### 305 NOTIFICATION TO OWNER

- (a) Within 10 days of the discovery of a violation of the terms of an easement, either through an inspection or otherwise, the County Board shall send written notice of the violation to the owner of the restricted land, the County governing body and the State Board.
- (b) The written notice required by this section shall be sent by certified mail and shall set forth the following information:
  - (1) A copy of the inspection report.
  - (2) A copy of the deed of easement.
  - (3) A description of the action or condition which constitutes the alleged violation.
  - (4) A statement of the measures necessary to correct the alleged violation.



306 ENFORCEMENT ACTIONS

- (a) Sixty days after the mailing of a notice of violation under section 138e.205 (relating to notification to owner), the County Board shall commence and prosecute an action in the Court of Common Pleas of the County in which the restricted land is located seeking an order requiring correction of the violation, enjoining further violation of the terms of the easement, and other appropriate relief, unless the County Board does one of the following:
  - (1) Determines with the State Board that the violation has been corrected.
  - (2) Completes the following requirements:
    - (i) Determines that the owner of the restricted land has commenced the necessary corrective measures, or determines that the necessary corrective measures cannot reasonably be completed within the 60 day period described in subsection (a).
    - (ii) Establishes a period not to exceed 1 year within which the corrective measures shall be completed.
- (b) The County Board shall commence and prosecute the enforcement action described in subsection (a) if the violation is not corrected within the time established under subsection (a)(2)(ii).
- (c) The owner of the restricted land shall bear all costs associated with the correction of a violation of the easement, including:
  - (1) Costs of work required and materials used to correct the violation.
  - (2) Administrative costs incurred by the County Board and the State Board.
  - (3) Court costs and reasonable attorneys' fees incurred by the County Board and the State Board in enforcing the easement.
- (d) If the County Board fails to institute and prosecute a timely enforcement action, the State Board may institute the action and recover costs incurred, including reasonable attorneys' fees, from the County Board or the owner of the restricted land, or both.

## **RESPONSIBILITY OF OWNER**

### **401 PERMITTED ACTS**

During the term of the easement the restricted land shall be used solely for agricultural production or other uses permitted by the act.

### **402 CONSERVATION PLAN**

- (a) To preserve the agricultural viability of the restricted land, the County Board shall require, and the owner of the restricted land shall implement, a conservation plan approved by the County Conservation District or the County Board.
- (b) In addition to the requirements established by the County Conservation District, or the County Board, the conservation plan shall require that:
  - (1) The use of the land for growing sod, nursery stock, ornamental trees and shrubs does not remove excessive soil from the restricted land.
  - (2) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production on the restricted land is conducted in a location and manner that preserves the viability of the restricted land for agricultural production.
  - (3) The mining of minerals is conducted only through the use of methods authorized in the act.

### **403 CONSTRUCTION OF BUILDINGS; CHANGE IN USE**

The construction or use of a building or other structure on the restricted land other than a building or structure existing on the date of the granting of the easement is prohibited, except that:

- (1) The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (2) The construction of one additional residential structure is permitted under Section 404 (relating to construction of one additional residential structure).
- (3) The construction or use of a building or other structure for agricultural production is permitted.
- (4) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted.

404 CONSTRUCTION OF ONE ADDITIONAL RESIDENTIAL STRUCTURE

(a) *Construction of One Additional Residential Structure* - In addition to the structures existing on the restricted land at the date of the granting of the easement, one additional residential structure may be constructed on the restricted land in accordance with Section 404(A).

(1) Criteria for Approval - A landowner must meet all of the following criteria in order to obtain approval:

- a. The residential structure is constructed and used as the landowner's principle residence or for an immediate family member or for the purpose of providing necessary housing for seasonal or full-time farm employees.
- b. No other residential structure has been constructed on the restricted land, under authority of Section 14.1(c)(6)(iv) of the act and this section, after the date of the granting of the easement.
- c. The residential structure and its curtilage occupy no more than 2 acres of the restricted land.
- d. The location of the residential structure and its driveway will not harm the economic viability of the preserved farm for agricultural production.
- e. The location of the residential structure shall be sited in a manner that protects the prime, unique, and important soils to the greatest extent practicable.
- f. The right to the additional residential structure has not been relinquished and extinguished by current or previous owner in accordance with subsection (c)(6)(iv) of the Act.

(b) The replacement of a residential structure constructed under authority of 14.1 (c)(6)(iv) of the Act and this section is permitted.

(c) Reservation of right to construct after subdivision. If the restricted land is subdivided prior to the construction of a residential structure under authority of Section 14.1(c)(6)(iv) of the Act and this section the landowner shall do the following:

- (1) Inform the County Board of the specific subdivided tract with respect to which the right to construct and use such a residential structure is reserved.
- (2) Ensure that the deed to the subdivided tract with respect to which the right to construct and use such a residential structure is reserved clearly sets forth the reservation of this right.

- (3) Ensure that the deeds to the remaining subdivided tracts recite that no such residential structure may be constructed on the remaining subdivided tracts.

#### 405 SUBDIVISION OF RESTRICTED LAND

- A. *General Provisions.* Land subject to an agricultural conservation easement may be subdivided, provided the owner or owners (applicant) meet the criteria contained in the county program. Any and all expenses incurred in connection with a request for subdivision shall be the sole responsibility of the applicant. The burden of proof that any proposed subdivision of land subject to an agricultural conservation easement conforms to and complies with the act, the regulations, and the board's program guidelines shall rest with the applicant.
- B. *Requirement to allow subdivision of land.* A county program must allow subdivision of restricted land if subdivision is for a residence for the landowner, an immediate family member, or an employee, unless the right to the residence has been relinquished and extinguished in accordance with Section (c) (6) (iv) of the Act. The right includes both construction of the additional residential structure or subdivision of the existing residential structure and is limited to two acres or less.
- C. *Discretion to allow subdivision.* A county program may allow the subdivision of restricted land, and may place restrictions or conditions upon subdivision.
- D. *Requisite: Preservation of economic viability for agricultural production.* Section 405(C) notwithstanding, a county program shall not permit a subdivision which would harm the economic viability of the farmland tract for agricultural production.
- E. *Requisite: Preservation of conversion to non-agricultural use; exception.* Section 405(C) notwithstanding, a county program shall not permit a subdivision which would convert land devoted primarily to agricultural use to another primary use except that, without regard to this requirement, a county program may permit one tract to be created by subdivision for the purpose a principal residence for the landowner or an immediate family member or an employee of the farm.
- F. Nothing in these subdivision regulations shall relieve the landowner of any local, county, state or federal regulations, procedures or requirements necessary for the subdivision of land.

- (b) Subdivision Restrictions - Except as provided for in Subsection 405 (a)(2) of this section, no subdivision of eased land shall be permitted unless all of the following conditions are met:
- (1) Approval of a subdivision shall be requested, in writing, of and granted by the County Board and by the State Board.
  - (2) Subdivision shall not harm the economic viability, as defined in this program of any parcel created by or remaining after subdivision.
  - (3) Subdivision shall not convert land which has been devoted primarily to agricultural use to another primary use except that, without regard to this requirement, a county program may permit one tract to be created by subdivision for the purpose of the construction of a principal residence for the landowner.
  - (4) Each parcel created or remaining as a result of a subdivision shall have **all** of the following:
    - (i) Fifty percent (50%) of its soils in USDA Soil Capacity Class I-IV.
    - (ii) Fifty percent (50%) of its area utilized for crop or pasture land.
    - (iii) Site characteristics (including but not limited to slopes, topography, shape, location of roads, streams, wetlands, ponds, access) that allow for practicality and reasonable efficiency of agricultural activity.
    - (iv) No parcel of less than 52 acres may be created by subdivision or shall remain after subdivision of the original parcel.
- (c) Procedures and Requirements of Subdivision - Landowners proposing to subdivide eased land shall be subject to following procedures and requirements.
- (1) Requests for subdivision approval shall be submitted, in writing, to the County Board in care of the Columbia County Conservation District. Requests shall include the following:
    - (i) Written request for subdivision approval including description of subdivision and reason for subdivision.
    - (ii) A map or sketch of a scale sufficient to clearly show the following:
      - (1) Location of cropland, pasture land, woodland and other lands.
      - (2) Roads, streets, driveways, utility right-of-way, streams.

- (3) Location of existing buildings, sheds, barns, dwellings and other structures.
  - (4) Delineation of proposed subdivision.
  - (5) Indication of which parcel either created by subdivision or remaining after subdivision on which the additional residential structure permitted by Section 14.1 (c)(6)(iv) of the Act (3 P.S. Section 914.1 (c)(6)(iv)) and this section may be constructed.
- (2) The County Board will note receipt of the request for subdivision approval at its next regularly scheduled meeting following the submission of the request for subdivision approval.
- (3) The County Board may agree to permit a parcel of land subject to an Agricultural Conservation Easement to be subdivided after the granting of such easement after appropriate review as follows:
  - (i) Upon receipt of the application, the County Board shall cause to be forwarded written notification thereof to the County Planning Commission and the County Farmland Preservation Office, herein referred to as the reviewing agencies. Each reviewing agency shall have 60 days from receipt of such notification to review, comment, and make recommendations on the proposed application to the County Board.
  - (ii) After reviewing the application and the comments and recommendations submitted by the reviewing agencies, the County Board shall approve or reject the application to subdivide within 120 days after the date of its filing unless the time is extended by mutual agreement of the landowner and reviewing agencies.
  - (iii) If the application to subdivide land is approved by the County Board, a copy of the application, along with the comments and recommendations of the reviewing agencies, shall be forwarded to the State Board for review and approval or disapproval. When reviewing an application to subdivide land subject to an Agricultural Conservation Easement, the State Board shall consider only whether the application complies with the conditions under which subdivisions are permitted by the approved County program. The State Board shall notify the County Board of its decision regarding the application.

- (iv) If the application to subdivide is rejected by the County Board, the application shall be returned to the landowner with a written statement of the reasons for such rejection. Within 30 days after the receipt of the statement of rejection, the landowner may appeal the rejection in accordance with 2 PA. C.S. Chapter 5 Subchapter B (relating to practice and procedure of local agencies) and Chapter 7 Subchapter B (relating to judicial review of local agency action).
- (d) Failure of the County Board to render a decision to approve or disapprove a subdivision within the time frame described in Sub-Section 405(c)(3) of this article shall constitute approval of request to subdivide that the parcels created by and remaining after subdivision comply with Sub-Section 405(b)(2), 40(b)(3), 405(b)(4) and 405(b)(5) of this section.
- (e) Approval of the County Board, or failure to act by the County Board as per Subsection 405(d) shall not be construed to provide approval of the State Board or any other Governmental Unit with authority to approve or disapprove subdivisions.
- (f) Subdivisions approved prior to the construction of additional residential structure.
  - (1) If County Board and State Board approval is granted for subdivision of eased land prior to the construction of one additional residential structure as permitted by Section 14. 1 (c)(6)(iv) of the Act and this section, the landowner must do the following.
    - (i) Ensure that the deed to the parcel created by or remaining after subdivision upon which the additional residential structure may be constructed clearly reserves the right to construct this residential structure.
    - (ii) The parcel for which the right to construct the allowed additional residential structure shall be the same parcel indicated in Subsection 405(c)(1)(ii)(5).
    - (iii) Ensure that the deeds to all other parcels created by subdivision or remaining after subdivision clearly state that no residential structures of any kind may be constructed on the eased parcels.
    - (iv) Prior to recording deeds to parcels created by subdivision or remaining after subdivision, the landowner requesting subdivision approval shall forward copies of the deed for each such parcel for County Board review and approval.
    - (v) Within fifteen (15) days of recording deeds to tracts created by subdivision or remaining after subdivision, the landowner at the time of

subdivision shall forward a copy of all recorded deeds to all parcels by subdivision or remaining after subdivision to the County Board in care of the Columbia County Conservation District.

(g) Subdivision of land after easement purchase - ACT 33

(1) Each county program shall specify the conditions under which the subdivision of land subject to an agricultural conservation easement may be permitted. In no case, however, shall a county program permit a subdivision which will:

(i) harm the economic viability of the farmland for agricultural production; or

(ii) convert land which has been devoted primarily to agricultural use to another primary use, except that a county program shall permit one subdivision for the purpose of a residence for the landowner, an immediate family member or an employee, unless the right to the residence has been relinquished and extinguished in accordance with subsection (c)(6)(iv).

(Section (c)(6)(iv)):

(iv) Construction and use of structures on the subject land for the purpose of a residence for the landowner, an immediate family member or an employee: Provided, That only one such structure may be constructed on no more than two acres of the subject land during the term of the agricultural conservation easement: and Provided further, That the owner of the land subject to the agricultural conservation easement may relinquish and extinguish the right of construction and use of structures conferred by this clause by recording, in the office for the recording of deeds in the county in which the land subject to the agricultural conservation easement is located, an affidavit evidencing the intent to relinquish and extinguish which includes a reference to the original deed of easement.

(h) Recording of Article

- (1) Upon approval of this section of the County Program, by the County Board and State Board, or upon approval of the Program by the State Board, in which this section is included, the County Board shall record this section at the Columbia County Recorder of Deeds Office.
- (2) All deeds conveying an Agricultural Conservation Easement to the County of Columbia, the State of Pennsylvania or to both the County and State jointly shall incorporate, by referencing the location of such filing, the provisions of this section into the deed.



406 CHANGE IN OWNERSHIP

- (a) All properties within Columbia County upon which conservation easements are placed shall recite in verbatim the language of the easement as set forth in the deed whenever interest in said, properties are conveyed, or transferred, to another person (§ 14.10)(1-3).
- (b) All persons conveying or transferring land subject to an agricultural conservation easement shall notify the County Board and the Department of Agriculture within 30 days of a change in ownership of the restricted land and the price per acre or portion thereof received by the landowner from said person, together with the volume and page in which the transfer has been recorded by the Columbia County Recorder of Deeds.
- (c.) Whenever interest in land subject to an agricultural conservation easement is conveyed or transferred to another person, the deed conveying or transferring such interest shall recite in verbatim the language of the easement restrictions as set forth in the deed executed in connection with the purchase of the agricultural conservation easement.

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APPENDIX A

**COLUMBIA COUNTY  
AGRICULTURAL LAND PRESERVATION BOARD**

<u>MEMBER</u>	<u>OCCUPATION</u>	<u>TERM EXPIRES</u>
Ronnie Rhoads 275 Main Mifflin Highway Bloomsburg, PA 17815	Farmer - Chairperson	12/31/2022
Kevin Bissinger 721 Mt Pleasant Road Bloomsburg, PA 17815	Bldg.Industry Rep. Contractor	12/31/2022
David A. Artman 3874 Ridge Road Berwick, PA 18603	Local Government Rep. Twp. Sup.	12/31/2024
Judy Kipe-Nolt Phd 1022 Millertown Road Bloomsburg, PA 17815	Citizen At Large - Professor	12/31/2021
Ray Tucker 502 Lower Raven Creek Rd. Stillwater, PA 17878	Farmer	12/31/2024
Josh Marks	Farmer	12/31/2024
Louis O'Neil 518 Fowlersville Rd Bloomsburg, PA 17815	Citizen At Large	12/31/2023
Patrick McCarthy	Program Administrator	

**AGRICULTURAL LAND PRESERVATION ADVISORY BOARD MEMBERS**

David Kovach	Columbia County Commissioner
Neal Fogel	Community Resource Development Agent, The Pennsylvania State University
David Hartman	Columbia County Agent
Nancy Corbin	Columbia County Conservation District
Rachel Smartwood	Director, Columbia County Planning Commission
Kris Ribble	Natural Resources Conservation Service

## APPENDIX B

### BY LAWS

#### ARTICLE I - NAME

The name of this non-profit organization shall be the COLUMBIA COUNTY LAND PRESERVATION BOARD, hereinafter referred to as the "Board".

#### ARTICLE II - ESTABLISHMENT AND PURPOSE

Established by the Columbia County Board of Commissioners on August 16, 1990, Pursuant to Act 149-1988 amending the Agricultural Area Security Act of 1981 H.B. 422 of 1988, having the following purposes:

- A. To administer a program for purchasing agricultural conservation easements on behalf of the County. It is the purpose of this program to protect and promote continued productive agricultural use on viable agricultural lands by acquiring agricultural conservation easements which prevent the development or improvement of the land for any purpose other than agricultural production and allowed related agricultural activities.
- B. To encourage landowners to participate in and assist townships with the establishment of Agricultural Security Areas ("ASA").
- C. To encourage the use of additional farmland preservation techniques through public and private organizations in the County.
- D. To adopt rules and regulations for the administration of a County Program for the purchase of agricultural conservation easements within ASA'S. The Board shall execute all agreements of agricultural conservation easements in the name of the County and/or the Commonwealth of Pennsylvania.
- E. To promote efforts to support the agricultural industry in the county.
- F. To assist the Columbia County Planning Commission, local planning commissions and local governments in Columbia County when considering issues affecting agriculture and open space preservation.
- G. To perform such other duties and responsibilities as may be authorized pursuant to the Agricultural Area Security Law.

### ARTICLE III - MEMBERSHIP

The Board shall be comprised of seven (7) members to be appointed from the following groups by the Columbia County Commissioners:

- A. Three (3) farmers shall be appointed by the Board (representing one less than majority).
- B. One (1) current member of the governing body of a township or borough located within Columbia County shall be appointed to the Board.
- C. One (1) industrial, commercial or residential building contractor shall be appointed to the Board.
- D. Two (2) persons to be selected at the pleasure of the Columbia County Commissioners shall be appointed to the Board.

### ARTICLE IV - TERM OF OFFICE

The initial term of the appointees under Article III (A) above shall be for three (3) years. The initial term of the appointees under Article above shall be for two (2) years. The initial term of the appointees under Article III (C) and (D) above shall be for one (1) year. Thereafter, the term of all members appointed to the Board shall be three (3) years. The position held by the appointee under Article III (B) above shall be deemed vacant upon vacancy in, or the expiration of the term of the township or borough office to which the member was elected.

### ARTICLE V - VACANCIES

Any appointment to fill any vacancy created by removal, resignation or otherwise shall be only for the unexpired term of the vacant position.

### ARTICLE VI- CONFLICT OF INTEREST

Members of the County Board shall comply with the Act of October 4, 1978 (P.L. 883, No. 170) (65 P.S. 401-413) known as the Public Official and Employee Ethics Law, as revised.

Board members who have a personal or private interest in any measure proposed or pending before the Board shall disclose the fact to the Board and shall not vote thereon.

### ARTICLE- VII - ATTENDANCE BY BOARD MEMBERS

The Board members shall attend a minimum of sixty percent (60%) of all Board meetings, on a calendar year basis, whether regular or special. Any member who is unable to attend a meeting should notify the Chairman prior to the meeting.

## ARTICLE VIII - REMOVAL FROM COUNTY BOARD

Any Board member may be removed from the Board for malfeasance, misfeasance, or nonfeasance in office or for other just cause, including violation of Article VII hereof, by the majority vote of the Board of County Commissioners.

## ARTICLE IX - OFFICERS

The Chairman of the Columbia County Commissioners shall designate annually one (1) member of the Board as Chairperson of the Board. Other officers shall include a Vice-Chairperson, elected from and by the Board, and a Secretary Treasurer, elected by the Board but who shall be a non-member to the Board. In the event that both the Chairperson and Vice-Chairperson are absent at a regular or special meeting, the Board members present shall designate a temporary chair for that meeting only.

## ARTICLE X - ELECTION OF OFFICERS

Officers shall be elected annually by the Board members at the regularly scheduled meeting in January.

## ARTICLE XI -VOTING

Each member of the Board shall be allowed to cast one (1) vote and must be present to vote.

## ARTICLE XII- REMOVAL OF OFFICERS

The Board can request removal of the Chairperson for just cause by resolution passed by a majority vote of all members of the Board.

## ARTICLE XIII - MEETINGS

The meeting schedule for the current calendar year will be determined at the reorganization meeting in January. Special meetings may be held at the call of the Chairperson. The Chairperson shall call a special meeting upon request of four (4) or more Board members.

## ARTICLE XIV - CONDUCT OF MEETINGS

All Board meetings shall be open to the public in accordance with the Sunshine Act (Act of July 3, 1986, P.L 388, No. 84). Robert's Rules of Order shall apply to all events not otherwise covered by the Bylaws.

## ARTICLE XV - QUORUM

A majority of the total Board membership shall constitute a quorum for the conduct of business.

#### ARTICLE XVI - COMMITTEES

The Chairperson may appoint such Committees as are desirable for accomplishing the purpose of the Board and may include persons other than Board members.

#### ARTICLE XVII - STAFF ASSISTANCE FROM OTHER AGENCIES

The Board may receive assistance from the staffs of the County Planning Commission, County Conservation District, other county departments, or from other sources as are available.

#### ARTICLE XVIII - AMENDMENTS

The Bylaws may be amended at a regularly scheduled Board meeting by five (5) or more affirmative votes, provided such amendments, along with a notice of the meeting, have been circulated to all Board members at least two (2) weeks prior to the meeting.

#### ARTICLE XIX - MINUTES

Minutes of all Board meetings shall be maintained by the Secretary, and copies distributed to all Board members, together with a tentative agenda for the next meeting, at least one (1) week prior to regularly scheduled meetings.

#### ARTICLE XX - FINANCES

The Board shall operate within a budget allocated, in addition to easement purchase funds, as approved annually by the Columbia County Commissioners. With prior approval from the Columbia County Commissioners, Board members may be reimbursed for attending conferences, seminars, etc. related to their duties as members of the Board.

APPENDIX C  
COLUMBIA COUNTY CONSERVATION EASEMENT APPLICATION  
(Please provide additional names, etc. on back of page if necessary).  
APPLICATION FORM  
(Revised 7/24/12)

**I. GENERAL INFORMATION (Please Print)** Please provide additional names, etc. on back of page if necessary.

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Address \_\_\_\_\_  
(Box) (Street) (City) (State) (Zip Code)

Telephone # (s) \_\_\_\_\_  
(Please indicate the best times to call)

(Address and phone number if different than above)

**II. FARM INFORMATION**

Columbia County Township \_\_\_\_\_

Name of Agriculture Security Area \_\_\_\_\_ ASA Bk and Page No. or Locator No \_\_\_\_\_

Total Acreage in Farm Tract \_\_\_\_\_ Total Acreage offered for easement purchase \_\_\_\_\_

Deed reference(s): Book \_\_\_\_\_ Page \_\_\_\_\_ or Document Number \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_ or Document Number \_\_\_\_\_

Tax parcel # (s): Number \_\_\_\_\_ Acreage \_\_\_\_\_

Number \_\_\_\_\_ Acreage \_\_\_\_\_

Number \_\_\_\_\_ Acreage \_\_\_\_\_

Directions to farm from nearest State Route \_\_\_\_\_

**III. SIGNATURES**

It is necessary for all farmland owners to give their approval and consent to this application.

I (we), hereby, authorize the Conservation Plan preparer to release copies of the Conservation Plan and Nutrient Management Plan (Act 6, if applicable), to the County Agricultural Land



Preservation Board and the Bureau of Farmland Preservation as required under Act 43  
Criteria for easement purchase.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_ am not \_\_\_\_\_ a county Farmland Preservation board member.

#### **IV. Crop Production Information**

The applicant must provide crop production information for the most recent crop year.

Crop Report for crop year \_\_\_\_\_. Crop acres must be @ least 50% of total Acres.  
Crop    Acres    Yield/Acre

- 1.
- 2.
- 3.
- 4.
- 5.

#### **V Conservation and Nutrient Management Plan**

If you have Livestock:

Date of implementation of Act 38 Nutrient Mgmt. Plan

- 1.
- 2.
- 3.

**VI Conservation Plan** Tract No. \_\_\_\_\_ must be within 10 yrs of application date.

Date of Conservation Plan \_\_\_\_\_

Date of Nutrient Management Plan \_\_\_\_\_

Conservation Practices in use currently \_\_\_\_\_

## **VII. MORTGAGES, LIENS AND MINERAL RIGHTS**

**(Please use back of page for additional information)**

Please list all mortgages, lien holders, or owners of mineral rights for the farmland tract.

Mortgagees: \_\_\_\_\_

\_\_\_\_\_

Lien holders: \_\_\_\_\_

Mineral Rights: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **VIII. MAPS**

County Farmland Preservation Staff will provide the following maps as part of this application:

1. Location Map- A United States Geographical Survey topographical map showing the location and approximate boundaries of the farmland tract, provided tax parcel numbers are accurate and Conservation Plan is up to date.
2. Tax Map – Tax Map (s) of the farmland tract with map reference and parcel numbers clearly indicated.
3. Soils Map – The soils map of the farmland tract must be color coded as follows:
  - Class I – Green
  - Class II – Yellow
  - Class III – Red
  - Class IV – Blue
  - Wetlands – Cross Hatch or include on separate map

## **IX. OTHER**

Accepting less than the Appraised Easement Value: If you are willing to take less than the appraised value of your easement the Columbia County Farmland Preservation Board will add adjust your score based on the chart below.

Points for Farmland Potential Question #5

If you are willing to accept: 50% of the appraised value, then we will add 40 points.  
60% of the appraised value then we will add 30 points.  
70% of the appraised value then we will add 20 points.  
80% of the appraised value then we will add 10 points.

90% and above of the appraised value will have zero points added.

**Please indicate the percentage of the Appraised Easement Value you are willing to accept.**

**Percentage** \_\_\_\_\_ **Signatures of each landowner**

\_\_\_\_\_  
\_\_\_\_\_

**(O.) Commercial Equine Activity**

The landowner(s) shall provide, if applicable, information concerning any commercial equine activities being conducted on the proposed eased land. Act 61 of 2005 amended Act 43 to allow for the use of a portion of viable agricultural land for commercial equine activity. The legislation defines commercial equine activity as including the activities where a fee is collected to provide: the boarding of equine; training of equine; instruction of people in handling, driving or riding equine; the use of equine in riding or driving; and pasturing of equine. The term does not include activities licensed under the "Race Horse Industry Reform Act" of 1981.

- (P.) County Board should inquire with applicants whether owners of adjacent land-locked parcels must cross the subject farm in order to gain access to the land-locked parcel. If so, there should be a recorded right-of-way agreement. Once the farm is eased, private rights-of-way may not be granted. The title search will reveal the existence of a recorded right-of-way.

Signature of each owner with percentage of ownership.

\_\_\_\_\_ Percentage \_\_\_\_\_

\_\_\_\_\_ Percentage \_\_\_\_\_

**Please include a check for \$25.00 payable to the  
Columbia Conservation District with this application.**



APPENDIX D  
COLUMBIA COUNTY AGRICULTURAL LAND PRESERVATION PROGRAM  
NUMERICAL RANKING SYSTEM

The Numerical Ranking System is to be used to rank and prioritize applications to be selected by the Columbia County Agricultural Land Preservation Board for appraisal. Selection for appraisal will be made in a descending order of the farmland ranking score.

Each ranking will be conducted after the first of the year. Only those completed applications received by December 31st of the previous year will be considered.

The two part Land Evaluation Site Assessment Numerical Ranking System is outlined as follows:

- I. LAND EVALUATION (SOIL SCORE = 50% OF TOTAL SCORE
- II. SITE ASSESSMENT = 50% OF TOTAL SCORE  
DEVELOPMENT POTENTIAL (10%) + FARMLAND POTENTIAL (30%) +  
CLUSTERING POTENTIAL (10%)

I. LAND EVALUATION 50% OF TOTAL SCORE

A. SOILS

The sum of each soil mapping unit relative value times the acreage in each soil-mapping unit divided by the total farm acreage. The maximum score is 100. The total score for soils is multiplied by .50 to represent 50% of the overall Land Evaluation Site Assessment (LESA) score. Soil mapping units and their relative values are included in Appendix H of the Columbia County Agricultural Land Preservation Plan as determined by the LESA system of the USDA Natural Resource Conservation Service (USDA-NRCS). The source of soil data includes:

1. The Columbia County Soil Survey Report, as published by the USDA-NRCS in cooperation with the Pennsylvania State University and Pennsylvania Department of Agriculture.
2. The Soil and Water Conservation Technical Guide maintained and updated by the USDA-NRCS.

COLUMBIA COUNTY AGRICULTURAL LAND PRESERVATION BOARD  
NUMERICAL FARMLAND RANKING SYSTEM

LAND EVALUATION - SOIL WORK SHEET

SOIL MAPPING UNIT	ACREAGE EACH UNIT	X	RELATIVE VALUE EACH UNIT	=	TOTAL OF SOILS RELATIVE VALUE	SOIL MAPPING UNIT	ACREAGE EACH UNIT	X	RELATIVE VALUE EACH UNIT	=	TOTAL OF SOILS RELATIVE VALUE
TOTAL OF SOILS RELATIVE VALUES						TOTAL OF SOILS RELATIVE VALUES					

TOTAL OF SOILS RELATIVE VALUE	÷	TOTAL ACREAGE OF FARM	=	AVERAGE RELATIVE VALUE OF FARM	X	WEIGHTED FACTOR .50	=	LAND EVALUATION RATING

II. SITE ASSESSMENT (50% OF TOTAL SCORE)

- A. DEVELOPMENT POTENTIAL - Factors which identify the extent to which development pressures are likely to cause conversion of agricultural land to non-agricultural uses. Total score - 100 points. (Weighted percentage value of 10%).

1. PUBLIC SANITARY SEWER SYSTEM

Distance of tract from public sanitary sewer system. A tract of land in closest proximity to sewer service shall receive a higher score.

- (40) Sewer line adjacent to tract
- (20) Sewer line within 1/4 mile
- (10) Sewer line within 1/2 mile
- (5) Sewer line within 1 mile
- (0) Sewer line 2 miles or more away

a. FOR MUNICIPALITIES WITHOUT A PUBLIC SEWER SYSTEM (Alternative Factor)

Percent of soils that would have slight to moderate limitations for on-lot sewage disposal. A tract of land that has a higher percentage of soils that are suitable for on-lot sewage disposal (Class I and II Soils) shall receive a higher score.

- (40) 61% to 100%
- (20) 41% to 60%
- (10) 21% to 40%
- (5) 6% to 20%
- (0) 0% to 5%

2. PUBLIC WATER SYSTEM

Distance of tract from public water system. A tract of land in closest proximity to public water service shall receive a higher score.

- (20) Water line adjacent to tract
- (15) Water line within 1/4 mile
- (10) Water line within 1/2 mile
- (5) Water line within 1 mile
- (0) Water line 2 miles or more away

3. ROAD FRONTAGE

Amount of road frontage of tract along public road. A tract with more public road frontage shall receive a higher score.

- (20) Greater than 1 mile
- (10) 1/2mile to 1 mile
- (5) Less than 1/2mile

4. EXTENT OF NON-AGRICULTURAL USE IN AREA

Extent of Non-Agricultural Use in area (1 mile radius). A tract with extensive non-agricultural uses in the area shall receive a higher score than a tract that is more distant from such non-agricultural uses.

- (20) Intensive development adjacent or in immediate vicinity (10 lots or more - commercial, industrial, residential uses)
- (10) Intensive or extensive scattered development within 1/2 mile radius (20 lots or more - commercial, industrial, residential uses)
- (5) Scattered non-agricultural development within 1 mile radius (20 lots or more)
- (0) No significant non-agricultural development in area

B. FARMLAND POTENTIAL - Factors which measures the potential agricultural productivity or farming practices of the site. The higher quality or the more valuable a farm is, the higher the score will be in this category. Total score - 100 points. (Weighted percentage value of 30%).

1. ACREAGE OF FARMLAND TRACT

- (15) Over 80 acres
- (10) 51 to 80 acres
- (5) Less than 50 acres but 10 acres or more contiguous to another perpetually eased tract or farm.

2. PERCENTAGE OF TRACT IN HARVESTED CROPLAND, PASTURE, OR GRAZING

Large amounts of productive farmland make a farm more viable. If a large percentage of the tract is not used as productive farmland a lower score will be received.

- (15) 100%
- (10) 75% to 99%
- (5) 50% to 74%
- (0) less than 50%

3. STEWARDSHIP OF THE LAND AND USE OF CONSERVATION AND BEST MANAGEMENT PRACTICES

No score will be awarded under this factor unless sound soil and water conservation practices are in place with respect to at least



50% of the tract. The implementation of soil erosion control, sedimentation control, nutrient management and other practices demonstrating good stewardship of the tract shall be considered in scoring this factor.

- (20) 86% to 100%
- (15) 71% to 85%
- (10) 61% to 70%
- (5) 50% to 60%
- (0) less than 50%

#### 4. HISTORIC, SCENIC AND ENVIRONMENTAL QUALITIES

All tracts designated or listed by Local/State/Federal authorities as historically or culturally significant or designated as a scenic or open space area shall be considered under this factor. Additional consideration shall also be given to tracts adjoining designated protected areas such as flood plains, wildlife habitat parks, forests and educational sites when scoring this factor. A tract with favorable historic, scenic and environmental qualities shall receive a higher score.

- (10) Exceptional features favorable for preservation - form listed on the National Register of Historic Places, designated scenic area
- (5) Significant features favorable to preservation - farm located adjacent to areas with special environmental circumstances
- (0) Features favorable to preservation - significant but undocumented historic features and/or limited but recognized environmental features favorable to preservation

#### 5. ACCEPTING LESS THAN THE APPRAISED EASEMENT VALUE

This factor indicates a land owners willingness to accept less than the full appraised easement value.

- (40) 50% or less of appraised easement value.
- (30) 60% of appraised easement value.
- (20) 70% of appraised easement value.
- (10) 80% of appraised easement value.
- (0) 90% of appraised easement value.

- C. CLUSTERING POTENTIAL - Factors which measure the importance of preserving blocks of farmland with support commercial agriculture and help to shield the agricultural community against conflicts with incompatible land uses. The closer the farm is to other preserved farms or to an area where other farms are targeted for preservation the higher the farms will score in this category. Total score - 100 points. (Weighted percentage value of 10%.)

1. CONSISTENCY WITH COUNTY AND LOCAL COMPREHENSIVE PLANS

Location of tracts with respect to those areas of the county identified as important agricultural areas will be considered in scoring the clustering potential of the tract. A tract that is within an identified important agricultural area shall receive a higher score than tracts that are not.

- (20) Tract is located in an area designated for agricultural use
- (10) Tract is located in an area designated for both agricultural and non-agricultural uses
- (0) Tract is located in an area designated for non-agricultural uses

2. PROXIMITY TO LAND WITH AGRICULTURAL CONSERVATION EASEMENTS

Location of a tract with respect to land already under agricultural conservation easement will be considered in scoring the clustering potential of the tract. A tract that is closer to restricted land shall receive a higher score than those that are not.

- (40) Adjacent
- (20) Within 1/4 mile
- (10) Within 1/2 mile
- (5) Within 1 mile

3. PERCENTAGE OF ADJOINING LAND IN AN AGRICULTURAL SECURITY AREA

The percentage of a tract's boundary that adjoins land in an Agricultural Security Area will be considered in scoring the clustering potential of the tract. Areas where agriculture has been given protection by the municipality, at the request of the landowners, provides an environment conducive to farming. The higher the percentage of the land that borders land in an Agricultural Security Area, the higher the score will be.

- (20) 100%
- (15) 75% - 99%
- (10) 50% - 74%
- (5) 25% - 49%
- (0) 10% - 24%

#### 4. CONSISTENCY WITH PLANNING MAP

Location of the tract in areas of farmland of importance utilizing the Prime and Important Farmland Map for Columbia County. A tract that is located in important agricultural areas shall receive a higher score than tracts that are not.

- (20) Prime farmland
- (15) Unique farmland, other than prime
- (10) Additional farmland of state-wide importance
- (5) Additional farmland that qualifies as agricultural capability Class IV.

COLUMBIA COUNTY AGRICULTURAL LAND PRESERVATION BOARD  
NUMERICAL FARMLAND RANKING SYSTEM

SITE ASSESSMENT - WORKSHEET

DEVELOPMENT POTENTIAL		FARMLAND POTENTIAL		CLUSTERING POTENTIAL	
FACTOR	SCORE	FACTOR	SCORE	FACTOR	SCORE
1. Distance from public sewer (40)		1. Acreage of Farmland Tract (15)		1. Consistency with County and Local Comprehensive plans (20)	
1a. No Public Sewer (alternative) (40)		2. % of tract in harvested cropland, pasture or grazing (15)		2. Proximity to other Conservation Easements (40)	
2. Distance from Public Water (20)		3. Conservation and Best Management Practices (20)		3. % of Adjoining Land in Agricultural Security Area (20)	
3. Extent of Road Frontage (20)		4. Historic, Scenic, and Environmental Qualities (10)		4. Consistency with Planning Map (20)	
4. Extent of Non-Ag Use in Area (20)		5. Accepting less than appraised easement value (40)			
Total Score		Total Score		Total Score	

DEVELOPMENT POTENTIAL SCORE	VARIABLE X WEIGHTED VALUE (.10)	=	WEIGHTED SCORE	FARMLAND POTENTIAL SCORE	VARIABLE X WEIGHTED VALUE (.30)	=	WEIGHTED SCORE	CLUSTERING POTENTIAL SCORE	VARIABLE X WEIGHTED VALUE (.10)	=	WEIGHTED SCORE

COLUMBIA COUNTY AGRICULTURAL LAND PRESERVATION BOARD  
NUMERICAL FARMLAND RANKING SYSTEM

WEIGHTED FACTOR SCORE/PRIORITY RANKING

	Farm Name	Land Evaluation Rating	Development + Potential Score	Farmland Potential Score	Clustering + Potential Score	Total Score =	Priority Ranking
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							

**Prepared By:**

**Return To:**

**SAMPLE DEED OF EASEMENT**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter, "Grantor") and the Commonwealth of Pennsylvania and the County of \_\_\_\_\_, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in \_\_\_\_\_ Township, \_\_\_\_\_ County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of \_\_\_\_\_ acres and all buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of \_\_\_\_\_ County, Pennsylvania has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Agricultural Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ \_\_\_\_\_ dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as \_\_\_\_\_ percent joint owner and the County of \_\_\_\_\_, Pennsylvania as \_\_\_\_\_ percent joint owner, their successors and assigns, (hereinafter "Grantees") and the Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

**1. Permitted Acts** – During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter “agricultural production”). For purpose of this Deed, “crops, equine, livestock and livestock products” include, but are not Limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, Potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, Sweet corn and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
- (f) Timber, wood and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE “RACE HORSE INDUSTRY REFORM ACT.”

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform an activity on the subject land other than agricultural production or commercial equine activities.

**2. Construction of Buildings and Other Structures** - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if:
  - (i) The construction and use of the residential structure is limited for the landowner’s principal residence or for the purpose of providing necessary housing for persons

employed in farming the subject land on a seasonal or full-time basis.

- (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,
  - (iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and
  - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.
- (c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.
- (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.
- (e) The renovation or modification of an existing residential structure, or an addition to an existing residential structure, is permitted if it would not increase the curtilage of the residential structure.
- (f) The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of \_\_\_\_\_, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on \_\_\_\_\_, year of \_\_\_\_\_, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities – The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term “granting of rights-of way” includes the right to construct or install such lines. The



construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. **Mining** – The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. **Rural Enterprises** – Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. **Soil and Water Conservation** – All Agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board, the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activities on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. **Responsibilities of Grantor Not Affected** - Except as specified herein, this Deed does not impose any legal or other responsibility on the grantee, its successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantee has no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108). known as the Hazardous Sites Cleanup

Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. **Enforcement** – Annually, Grantee, its successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to Grantor, his heirs, executors, administrators, successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantee, its successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantee has reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantee, its successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. **Duration of Easement** – The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be effective in perpetuity. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. **Conveyance or Transfer of the Subject Land** - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. **Applicability** - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. **Interpretation** - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

To have and to hold this Deed of Agricultural Conservation Easement unto the Grantee, its successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:

_____	_____ (Seal)
_____	_____ (Seal)
_____	_____ (Seal)
_____	_____ (Seal)

ACKNOWLEDGEMENT

COUNTY OF

SS:

COMMONWEALTH OF PENNSYLVANIA

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of  
\_\_\_\_\_ personally appeared the above named  
\_\_\_\_\_ and \_\_\_\_\_, and in due form  
of law acknowledged the above Deed of Agricultural Conservation Easement to be there  
voluntary act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

My Commission expires:

APPENDIX F

RESOLUTION

WHEREAS, the County of Columbia, Pennsylvania desires and intends to participate in a County Farmland Preservation Program (the "Program") under the Agricultural Area Security Law (the "Act"); and

WHEREAS, on August 16, 1990, the Columbia County Commissioners appointed the members of the Columbia County Agricultural Land Preservation Board (the "Board"); and

WHEREAS, the Columbia County Commissioners desire and intend to authorize the Board to administer the Program.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved by the County of Columbia, Pennsylvania, by its duly elected and incumbent Board of County Commissioners, that, pursuant to Section 914.1(b) (3 P.S. Section 914.1(b)) of the Act, the Board is hereby authorized and directed to administer the Program on behalf of the said County in accordance with the provisions of the Act and regulations promulgated there under.

IN WITNESS WHEREOF, the present Resolution has been duly adopted by unanimous vote this 20th day of September, 2012.

COUNTY OF COLUMBIA

COLUMBIA COUNTY COMMISSIONERS

David Kovach, Commissioner

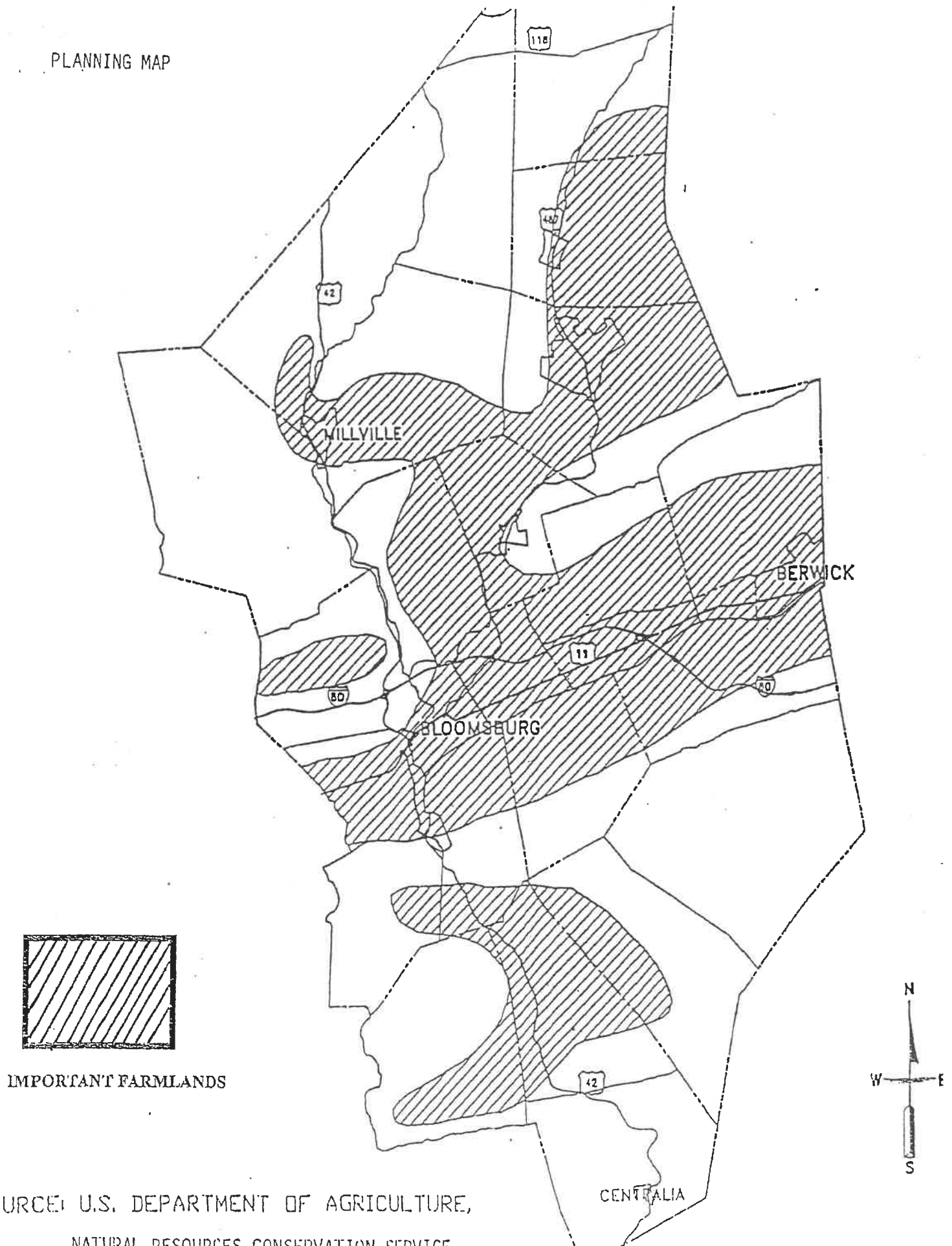
Chris Young, Commissioner

Rich Ridgeway, Commissioner

ATTEST:

Gail S. Kipp, Chief Clerk

PLANNING MAP



SOURCE: U.S. DEPARTMENT OF AGRICULTURE,  
NATURAL RESOURCES CONSERVATION SERVICE

Group Number 1 Relative Value 100

map				nir	prd	I		acres		yield	x	adj		adjust
syml	lc	soil name	slope	yld	ind	F		number	pct	acres		yld		product
aea	1	allenwood	0-3	135	100	1		283	0.1	38,205		135		38,205
ba	1	barbour fi	0-3	120	88	1		1,109	0.4	133,080		120		133,080
bb	1	barbour gr	0-3	120	88	1		1,374	0.5	164,880		120		164,880
bc	1	barbour si	0-3	120	88	1		1,154	0.4	138,480		120		138,480
cha	1	chenango s	0-3	105	77	1		1,811	0.6	190,155		105		190,155
lka	1	leck kill	0-3	125	92	1		356	0.1	44,500		125		44,500
lla	1	leck kill	0-3	125	92	1		551	0.2	68,875		125		68,875
tf	1	tioga fine	0-5	120	88	1		689	0.2	82,680		120		82,680
tg	1	tioga grav	0-3	120	88	1		57	0.0	6,840		120		6,840
ts	1	tioga silt	0-3	120	88	1		1,601	0.5	192,120		120		192,120
tt	1	tioga silt	0-3	120	88	1		387	0.1	46,440		120		46,440
waa	1	washington	0-3	135	100	1		105	0.0	14,175		135		14,175

TOTAL 9,477 3.2 1,120,430 1,120,430

Weighted Average Yield = 118.23 Adjusted Weighted Average Yield = 118.23

Group Number 2 Relative Value 93

map				nir	prd	I		acres		yield	x	adj		adjust
syml	lc	soil name	slope	yld	ind	F		number	pct	acres		yld		product
ae2	2e	allenwood	3-12	118	87	1		2,617	0.9	353,295		118		308,806
lkb2	2e	leck kill	3-12	108	79	1		14,115	4.7	1,764,375		108		1,524,420

11b2	2e	leck kill	3-12	108	79	1	1,249	0.4	156,125	108	134,892
wab2	2e	washington	3-12	118	87	1	1,319	0.4	178,065	118	155,642
hba	2s	hartleton	0- 3	110	81	1	436	0.1	47,960	110	47,960
pka	2s	pekin silt	0- 3	105	77	1	412	0.1	43,260	105	43,260
bd	2w	basher fin	0- 3	110	81	1	744	0.2	89,280	110	81,840
mb	2w	middlebury	0- 3	110	81	1	805	0.3	96,600	110	88,550
md	2w	middlebury	0- 3	110	81	1	3,251	1.1	390,120	110	357,610

TOTAL	24,948	8.3	3,119,080	2,742,980
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Weighted Average Yield = 125.02	Adjusted Weighted Average Yield = 109.95
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Group Number 3 Relative Value 76

map syml	lc	soil name	slope	nir yld	prd ind	I F	acres number	pct	yield x acres	adj yld	adjust product
aab2	2e	albrights	3- 8	83	61	1	3,579	1.2	357,900	83	297,057
bub	2e	buchanan c	3- 8	83	61	1	458	0.2	45,800	83	38,014
cfb2	2e	canfield c	3- 8	83	61	1	2,109	0.7	210,900	83	175,047
chb2	2e	chenango s	3-12	88	65	1	1,083	0.4	113,715	88	95,304
hhb2	2e	hartleton	3-12	93	68	1	26,073	8.7	2,868,030	93	2,424,789
lab2	2e	lackawanna	3-12	83	61	1	1,279	0.4	127,900	83	106,157
leb2	2e	laidig gra	3-12	83	61	1	247	0.1	24,700	83	20,501
lsb2	2e	lordstown	3-12	73	54	1	3,457	1.2	311,130	73	252,361
ocb2	2e	oquaga cha	3-12	73	54	1	1,587	0.5	142,830	73	115,851
pkb2	2e	pekin silt	3- 8	88	65	1	272	0.1	28,560	88	23,936
cga	2s	chenango g	0- 3	100	74	1	3,482	1.2	348,200	100	348,200
cgb2	2s	chenango g	3-12	83	61	1	962	0.3	96,200	83	79,846
aaa	2w	albrights	0- 3	95	70	1	265	0.1	27,825	95	25,175
bra	2w	braceville	0- 3	100	74	1	852	0.3	93,720	100	85,200
brb	2w	braceville	3- 8	95	70	1	292	0.1	30,660	95	27,740

TOTAL	45,997	15.3	4,826,070	4,115,178
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Weighted Average Yield = 104.96	Adjusted Weighted Average Yield = 89.47
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Group Number 4 Relative Value 73

map syml	lc	soil name	slope	nir yld	prd ind	I F	acres number	pct	yield x acres	adj yld	adjust product
beb2	2e	belmont si	3-12	103	76	s	1,748	0.6	209,760	103	180,044
lgb	2e	lawrencevi	3- 8	88	65	s	2,215	0.7	232,575	88	194,920
rab	2e	ravenna ch	3- 8	78	57	s	868	0.3	82,460	78	67,704
wmb2	2e	westmorela	3-12	93	68	s	383	0.1	42,130	93	35,619
wnb2	2e	wiltshire	3- 8	83	61	s	1,574	0.5	157,400	83	130,642
raa	2w	ravenna ch	0- 3	90	66	s	260	0.1	26,000	90	23,400
wba	2w	watson sil	0- 3	90	66	s	424	0.1	42,400	90	38,160
wbb2	2w	watson sil	3- 8	90	66	s	5,094	1.7	509,400	90	458,460



wfb2	2w wellsboro	3- 8	80	59 s	672	0.2	60,480	80	53,760
wna	2w wiltshire	0- 3	90	66 s	260	0.1	26,000	90	23,400
wob2	3e wooster ch	3-12	82	60 s	2,858	1.0	300,090	82	234,356
hs	3w holly silt	0- 3	79	58 s	2,529	0.8	252,900	79	199,791
pa	3w papakating	0- 3	79	58 s	765	0.3	76,500	79	60,435
zp	3w zipp silt	0- 3	94	69 s	551	0.2	63,365	94	51,794

TOTAL	20,201	6.7	2,081,460	1,752,485
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Weighted Average Yield = 103.04      Adjusted Weighted Average Yield = 86.75

Group Number 5 Relative Value 42

map syml	lc soil name	slope	nir yld	prd I ind F	acres number	pct	yield x acres	adj yld	adjust product
dab2	2e dekalb cha	3-12	68	50 s	474	0.2	40,290	68	32,232
bkb2	2e berks shal	3-12	68	50 s	4,042	1.3	343,570	68	274,856
aac	3e albrights	8-15	67	49 s	560	0.2	50,400	67	37,520
asc2	3e alvira sha	8-15	67	49 s	477	0.2	42,930	67	31,959
cab2	3e calvin sha	3-12	37	27 s	644	0.2	38,640	37	23,829
kab2	3e klinesvill	3-12	37	27 s	4,567	1.5	274,020	37	168,979
lqc2	3e lawrencevi	8-12	72	53 s	463	0.2	43,985	72	33,336
lpb2	3e litz silt	3-12	37	27 s	2,082	0.7	124,920	37	77,034
wcb2	3e weikert ch	3-12	37	27 s	9,347	3.1	560,820	37	345,839
wfc2	3e wellsboro	8-15	62	45 s	89	0.0	7,565	62	5,518
wnc2	3e wiltshire	8-15	67	49 s	188	0.1	16,920	67	12,596
bkc2	3e berks shal	12-20	52	38 s	1,303	0.4	97,725	52	67,756
ara	3w alvira sil	0- 3	74	54 s	369	0.1	35,055	74	27,306
arb	3w alvira sil	3- 8	74	54 s	173	0.1	16,435	74	12,802
asb2	3w alvira sha	3- 8	74	54 s	1,813	0.6	172,235	74	134,162
at	3w atherton l	0- 3	54	39 s	636	0.2	47,700	54	34,344
mrh	3w morris cha	3- 8	59	43 s	237	0.1	18,960	59	13,983
wbc2	3w watson sil	8-15	69	51 s	1,095	0.4	98,550	69	75,555

TOTAL	28,559	9.5	2,030,720	1,409,605
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Weighted Average Yield = 71.11      Adjusted Weighted Average Yield = 49.36

Group Number 6 Relative Value 40

map syml	lc soil name	slope	nir yld	prd I ind F	acres number	pct	yield x acres	adj yld	adjust product
aec2	4e allenwood	12-20	72	53 0	218	0.1	23,980	72	15,696
bec2	4e belmont si	12-20	57	42 0	345	0.1	32,775	57	19,665
cgc2	4e chenango g	12-20	42	31 0	282	0.1	22,560	42	11,844
dac2	4e dekalb cha	12-20	32	23 0	202	0.1	14,140	32	6,464
hhc2	4e hartleton	12-20	32	23 0	10,826	3.6	757,820	32	346,432
lac2	4e lackawanna	12-20	52	38 0	486	0.2	43,740	52	25,272

lec2	4e laidig gra	12-20	47	34	0	212	0.1	18,020	47	9,964
lkc2	4e leck kill	12-20	67	49	0	4,026	1.3	422,730	67	269,742
lkc3	4e leck kill	12-20	67	49	0	1,217	0.4	127,785	67	81,539
llc2	4e leck kill	12-20	67	49	0	1,524	0.5	160,020	67	102,108
llc3	4e leck kill	12-20	67	49	0	728	0.2	76,440	67	48,776
lsc2	4e lordstown	12-20	42	31	0	2,393	0.8	191,440	42	100,506
occ2	4e oquaga cha	12-20	42	31	0	1,057	0.4	84,560	42	44,354
wac2	4e washington	12-20	72	53	0	314	0.1	34,540	72	22,608
wmc2	4e westmorela	12-20	47	34	0	202	0.1	17,170	47	9,494
woc2	4e wooster ch	12-20	57	42	0	1,056	0.4	100,320	57	60,152
anb2	4w allis silt	3- 8	35	25	0	647	0.2	45,290	35	22,645
ln	4w lickdale s	0- 3	45	33	0	447	0.1	35,760	45	20,115
sda	4w shelmading	0- 3	50	37	0	1,194	0.4	101,490	50	59,700
sdb2	4w shelmading	3- 8	50	37	0	4,491	1.5	381,735	50	224,550

TOTAL	31,867	10.6	2,692,315	1,501,706
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Weighted Average Yield = 84.49      Adjusted Weighted Average Yield = 47.12

Group Number 7 Relative Value 10

map syml	lc	soil name	slope	nir yld	prd ind	I F	acres number	pct	yield acres	adj yld	adjust product
cac2	6e	calvin sha	12-20	12	8	0	458	0.2	22,900	12	5,496
hbc3	6e	hartleton	12-20	12	8	0	2,455	0.8	122,750	12	27,460
kac2	6e	klinesvill	12-20	12	8	0	1,964	0.7	98,200	12	23,568
lpc2	6e	litz silt	12-20	12	8	0	571	0.2	28,550	12	6,852
wcc2	6e	weikert ch	12-20	12	8	0	9,127	3.0	456,350	12	109,524

TOTAL	14,575	4.9	728,750	174,900
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Weighted Average Yield = 50.00      Adjusted Weighted Average Yield = 12.00

Group Number 8 Relative Value 0

map syml	lc	soil name	slope	nir yld	prd ind	I F	acres number	pct	yield acres	adj yld	adjust product
cgd3	6e	chenango g	20-35	0	0	0	164	0.1	0		0
hhd2	6e	hartleton	20-35	0	0	0	3,408	1.1	0		0
hhd3	6e	hartleton	20-35	0	0	0	2,586	0.9	0		0
lad2	6e	lackawanna	20-35	0	0	0	134	0.0	0		0
lkd2	6e	leck kill	20-35	0	0	0	1,020	0.3	0		0
lkd3	6e	leck kill	20-35	0	0	0	773	0.3	0		0
lsc2	6e	lordstown	20-35	0	0	0	1,460	0.5	0		0
occ2	6e	oquaga cha	20-35	0	0	0	475	0.2	0		0
woc2	6e	wooster ch	20-35	0	0	0	290	0.1	0		0
bvb	6e	buchanan v	0- 8	0	0	0	1,764	0.6	0		0
dkb	6s	dekalb ver	0-12	0	0	0	4,600	1.5	0		0

dkd	6s dekalb ver	12-35	0 0	14,125	4.7	0	0
edb	6s edgemont v	0-12	0 0	2,100	0.7	0	0
edd	6s edgemont v	12-35	0 0	721	0.2	0	0
hrb	6s hartleton	0-12	0 0	338	0.1	0	0
hrd	6s hartleton	12-35	0 0	278	0.1	0	0
k1b	6s klinesvill	0-12	0 0	292	0.1	0	0
k1d	6s klinesvill	12-35	0 0	2,023	0.7	0	0
lcb	6s lackawanna	0-12	0 0	2,676	0.9	0	0
lcd	6s lackawanna	12-35	0 0	2,377	0.8	0	0
lfb	6s laidig ver	0-12	0 0	1,556	0.5	0	0
lfd	6s laidig ver	12-35	0 0	614	0.2	0	0
lmb	6s leck kill	0-12	0 0	3,077	1.0	0	0
lmd	6s leck kill	12-35	0 0	5,635	1.9	0	0
ltb	6s lordstown	0-12	0 0	827	0.3	0	0
ltd	6s lordstown	12-35	0 0	1,603	0.5	0	0
msb	6s morris ver	0- 8	0 0	234	0.1	0	0
osb	6s oquaga ver	0-12	0 0	646	0.2	0	0
osd	6s oquaga ver	12-35	0 0	1,935	0.6	0	0
wed	6s weikert ve	12-35	0 0	329	0.1	0	0
whb	6s wellsboro	0- 8	0 0	87	0.0	0	0
wpd	6s wooster ve	12-35	0 0	572	0.2	0	0
wsb	6s wooster an	0-12	0 0	684	0.2	0	0
cbd2	7e calvin and	20-35	0 0	329	0.1	0	0
cbe2	7e calvin and	35-50	0 0	199	0.1	0	0
kac3	7e klinesvill	12-20	0 0	1,150	0.4	0	0
kad2	7e klinesvill	20-35	0 0	1,543	0.5	0	0
kad3	7e klinesvill	20-35	0 0	2,432	0.8	0	0
kke	7e klinesvill	35-70	0 0	2,628	0.9	0	0
lrc3	7e litz and w	12-20	0 0	312	0.1	0	0
lrd3	7e litz and w	20-35	0 0	745	0.2	0	0
lre2	7e litz and w	35-50	0 0	614	0.2	0	0
st	7e strip mine	0-50	0 0	3,786	1.3	0	0
wcd2	7e weikert ch	20-35	0 0	15,635	5.2	0	0
wcf2	7e weikert ch	35-80	0 0	9,026	3.0	0	0
dkf	7s dekalb ver	35-80	0 0	9,017	3.0	0	0
k1f	7s klinesvill	35-80	0 0	2,863	1.0	0	0
ldf	7s lackawanna	35-50	0 0	2,086	0.7	0	0
lme	7s leck kill	35-60	0 0	3,977	1.3	0	0
lo	7s lickdale v	0- 3	0 0	263	0.1	0	0
ltf	7s lordstown	35-70	0 0	2,777	0.9	0	0
mn	7s mine dumps	0-50	0 0	446	0.1	0	0
rw	7s riverwash	0- 3	0 0	375	0.1	0	0
sh	7s shelmadine	0- 8	0 0	1,291	0.4	0	0
wef	7s weikert ve	35-80	0 0	2,137	0.7	0	0
ma	8 made land	-	0 0	480	0.2	0	0
sp	8 steep very	-	0 0	275	0.1	0	0
	8 mines and	-	0 0	165	0.1	0	0
mu	8w mucky peat	0- 3	0 0	182	0.1	0	0

TOTAL. 124,136 41.4 0 0

Weighted Average Yield = 0.00 Adjusted Weighted Average Yield = 0.00

Worksheet 2

group	lcc	important farmland	potential or productivity	%	total %	acres	relative value
1	1	prime	77-100	3.2	3.2	9,477	100
2	2s-2s	prime	77- 87	8.3	11.5	24,948	93
3	2s-2s	prime	54- 74	15.3	26.8	45,997	76
4	2e-3s	state	57- 76	6.7	33.6	20,201	73
5	2s-3s	state	27- 54	9.5	43.1	28,559	42
6	4e-4s	other	23- 53	10.6	53.7	31,867	40
7	6e-6s	other	8- 8	4.9	58.6	14,575	10
8	6e-8	other	-	41.4	100.0	124,136	0

## APPENDIX I

### RURAL ENTERPRISES

The following customary part-time or off-season minor or rural enterprises and activities have been approved by the Columbia County Agricultural Land Preservation Board and by the State Board. The agricultural conservation easement does allow these enterprises and activities on the subject land:

Direct sale to the public of agricultural products produced principally on the farm, provided that at least 50% of such products are produced by the farm operator.

Any and all structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the farm.

Structures and facilities associated with irrigation, farm pond improvements, and soil and water conservation practices including but not limited to Wetland Development or Restoration, Wildlife Wetland Habitat Management, and Riparian Forest Buffer Resource Management Systems used for erosion and sediment control and water quality improvement.\*

Structures associated with the production of energy for use principally on the farm including wind, solar, hydroelectric, methane, wood, alcohol fuel and fossil fuel systems and structures and facilities for the storage and treatment of animal wastes.

The provision of services or production and sale, by persons in residence, of incidental agricultural goods, services, supplies, and repairs and/or the conduct of traditional trades and the production and sale of home occupation goods, arts and crafts, so long as these uses remain incidental to the agricultural and open space character of the farm and are limited to occupying residential and/or principally agricultural structures of the property; limited in site coverage to one-half of one percent of the area of the property.

The accommodation of tourists and visitors within principally family residential and/or agricultural structures otherwise permitted under the law so long as the accommodations of tourists and visitors is undertaken as a part-time or off-season minor or rural enterprise and is incidental to the agricultural and open space character of the property.

Other similar uses, upon approval by the Columbia County Farmland Preservation board and the State Farmland Preservation Board, may be considered.

\*The State Agricultural Land Preservation Board approved and authorized on 7/13/00 the use of any conservation practice under CRP/CREP as not violating the deed of agricultural conservation easement with respect to the restricted land provided the conservation plan as revised allows for the implementation of any such conservation practices.

## APPENDIX J

### CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor, or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. 1101 et seq.; the State Adverse Interest Act, 71 P.S. 776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code 7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

- a. Approved in writing by the Commonwealth prior to its disclosure; or
- b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
- c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
- d. Necessary for purposes of Contractor's internal assessment and review; or
- e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
- g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited Partners or individual owners has not been officially notified of, charged with, or convicted of any of

The following and agrees to immediately notify the Commonwealth agency contracting officer in Writing if and when it or any officer, director, associate, partner, limited partner or individual owner Has been officially notified of, charged with, convicted of, or officially notified of a governmental Determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1) obtaining;
  - (2) attempting to obtain; or
  - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed Evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that contractor has been officially notified, charged, or convicted.



11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as Required by Section 1641 of the Pennsylvania Election Code) file a report of political Contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
  - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
  - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement state, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth In law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make

promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall 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.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
  - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officer, partners, managers, and owners having more than a five percent interest in Contractor.
  - d. "Financial interest" means:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) 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 Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code 7.153(b), shall apply.

- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

## APPENDIX K

### COMMERCIAL EQUINE ACTIVITIES AMENDMENT

In accordance with the regulations at 7 PA Code§ 138e.43 (relating to revision of county programs), the county board, hereby, revises the County Agricultural Land Preservation Program in compliance with Act 61 of 2005 amendments of the Agricultural Area Security Law, Act 43 to take affect for the 2006 applicants. This Act is retroactive and applies to easements executed after June 29, 1981. The revisions to the county program are described by section.

#### DEFINITIONS

##### Commercial Equine Activity

The term includes the following activities where a fee is collected: the boarding of equines, training of equines, the instruction of people in handling, driving or riding equines, the use of equines for riding or driving purposes, the pasturing of equines. The term does not include activity licensed under the act of December 17, 1981 (P.L. 435, No. 135), Known as the "Race Horse Industry Reform Act."

##### Agricultural Security Areas

Section 14.05(a) of Act 43 is amended to include "or of viable agricultural land a portion of which is used for commercial equine activity," to the first sentence of this section.

#### COUNTY PROGRAM

Sections 14.1(8)(2)(1) and (C)(6) of Act 43 are amended to include "establishing minimum criteria for eligibility of viable agricultural land a portion of which is used for commercial equine activity."

#### RESTRICTIONS AND LIMITATIONS

Section 14.1(C)(6)(iii) of Act 43 is amended to allow "Construction and use of structures on the subject land necessary for agricultural production "or a commercial equine activity."

Section 14.1(C)(6)(VI) of Act 43 allows for "Commercial equine activity on the subject land."

#### AMENDMENT OR ADDITION OF SECTION

Section 4 of Act 61 of 2005 states, "The amendment or addition of section 14.1(C)(6)(111) and (VI) of the Act shall apply to easements executed after June 29, 1981.