

**RESOLUTION R-2016-85
LUZERNE COUNTY COUNCIL**

A Resolution by the Luzerne County Council Approving Attachment A of the Memorandum of Understanding between Luzerne County and Luzerne Conservation District regarding the Luzerne County Farmland Preservation Program.

WHEREAS, the Luzerne Conservation District is a governmental entity established by the Luzerne County Commissioners on February, 13, 1964, pursuant to the provisions of Act 217 of 1945, the Conservation District Law; and

WHEREAS, the Conservation District Law encourages conservation districts to cooperate with various individuals and entities, including county government units, “for the purposes of effectuating programs and policies under this act; and

WHEREAS, the Conservation District is governed by a Board of Directors, whose nine members are appointed by County Council in accordance with the provisions outlined in Section 7 of the Conservation District Law; and

WHEREAS, the District’s Board of Directors has established the District’s mission to “Conserve land and water resources in Luzerne County by promoting public awareness, providing technical assistance, and encouraging regulatory compliance”; and

WHEREAS, the County and the District desire to work together to preserve farmland for agricultural production and to encourage landowners to make a long term commitment to agriculture; and

WHEREAS, the County Council wishes to approve Attachment A of the Memorandum of Understanding between Luzerne County and the Conservation District as proposed and submitted.

NOW, THEREFORE, BE IT RESOLVED, Attachment A to the Memorandum of Understanding as proposed and submitted is hereby approved.

This Resolution shall become effective 6 days after adoption.

ADOPTED at a meeting of Luzerne County Council held on December 27, 2016.

ROLL CALL VOTE (10-0)

YES: Dobash, Haas, Kelleher, McGinley, Schnee, Sorokas, SA Urban, Waitkus, Williams, and Houck

Attest: _____

Sharon Lawrence, Clerk of Council

LUZERNE COUNTY COUNCIL

By: Linda McClosky Houck
Linda McClosky Houck, Chair

LUZERNE COUNTY MANAGER

By: C. David Pedri
C. David Pedri, Esq., County Manager

ATTACHMENT A – LUZERNE COUNTY FARMLAND PRESERVATION PROGRAM

This attachment to the Memorandum of Understanding between the County of Luzerne (“County”) and the Luzerne Conservation District (“District”) has been prepared jointly and agreed upon by each party for the following purpose: To serve as a shared commitment by the signatory parties to work together to preserve farmland for agricultural production and to encourage landowners to make a long term commitment to agriculture by offering them financial incentives and security of land use.

This agreement also serves as a Memorandum of Understanding between the District and the Luzerne County Farmland Preservation (LCFP) Board.

In carrying out the intent of this agreement, the County shall, within the limits of its capabilities and resources:

1. Appoint LCFP Board members in accordance with the LCFP Bylaws and the policies set by the Pennsylvania Department of Agriculture’s Bureau of Farmland Preservation.
2. Provide support, through the County Planning Department, in the transition of the LCFP Program administrative responsibilities to the District and as needed thereafter.
3. Provide funding to support the District’s personnel and general administrative costs for LCFP Program work. This funding will be provided as part of the District’s annual County budget allocation, as referenced in the MOU between the County and the District.
4. Provide legal support to the LCFP Board through the County’s Office of Law.
5. Provide the up-to-date GIS county parcel layer, through the County Mapping Office, to the District for use in administering the LCFP Program.
6. Through the County Assessor’s Office, account for the interest earned on Clean & Green Program roll-back fees and taxes for use in the LCFP Program and report the amount of available funds to the LCFP Board upon request. When such funds are available, the County Treasurer’s Office shall provide a *Certification of County Funds* to the Bureau of Farmland Preservation.
7. Administer, through the County Planning Department, the receipt and disbursement of funding provided by the PA Department of Agriculture for the purchase of farmland preservation easements and the reimbursement of costs incurred for any necessary third party services, and collaborate with the District and the LCFP Board for closing of transactions for the easement purchases.
8. Administer, through the County Planning Department, the granting, oversight and implementation of contracts for third party services as necessary for evaluating and closing the purchase of farmland preservation easements, including but not limited to real estate appraisals, title abstract and title insurance, surveying, or GIS mapping.

In carrying out the intent of this agreement, the District shall, within the limits of its capabilities and resources:

1. Designate a District staff member who will function as the LCFP Program Administrator. This staff member will be employed by the District's Board of Directors and will follow District employment policies and procedures. The employee will be under the supervision of the District's Executive Director.
2. Provide competent staff to conduct annual inspections of agricultural conservation easements and provide technical assistance to maintain and update conservation and nutrient management plans.
3. Provide competent staff to provide administrative support including but not limited to:
 - a. Receipt, review and ranking of applications
 - b. Preparation of application packages for PA State Agricultural Land Preservation Board approval
 - c. Coordinate easement settlements, LCFP Board meetings and other program-related meetings and activities
 - d. Provide record keeping, file maintenance, and financial accounting
 - e. Attend and prepare minutes for LCFP Board meetings
 - f. Serve as primary contact for public and non-public inquiries regarding LCFP program procedures, records and other information
 - g. Prepare and update educational, procedural and administrative materials for the LCFP program
 - h. Maintain current knowledge and understanding of program changes, procedures, requirements, documentation and other pertinent areas necessary to maintain LCFP Program certification by the PA State Agricultural Land Preservation Board
 - i. Assist property owners, municipalities, and relevant County departments to maintain Agricultural Security Area updates
 - j. Be primarily responsible for maintenance of GIS mapping of easement applicants, Agricultural Security Areas (ASA's) and other information necessary to implement the LCFP program
 - k. Maintain annual contact with owners of prior-preserved properties
 - l. Prepare an annual report of the current status of each easement purchase, review same with the LCFP Board and resolve any compliance issues.

In carrying out the intent of this agreement the LCFP Board shall, within the limits of its capabilities and resources:

1. Administer the Agricultural Area Security Law of 1981 as amended by Act 149 of 1988 in accordance with the policies established by the State Agricultural Land Preservation Board.
2. Maximize the use of agricultural conservation easement purchase funds and protect the investment of taxpayers in agricultural conservation easements.
3. Maximize the purchase of farmland easement rights to best utilize the purchase funds allocated to the County by the Commonwealth of Pennsylvania.
4. Coordinate with surrounding counties in the establishment of adjoining Agricultural Security Areas (ASA's) and the purchase of adjacent County easement rights.
5. Encourage and assist local municipalities in the establishment of Agricultural Security Areas (ASA's).
6. Recognize that the District has limited staff resources to service the program and agree to consult with District management to efficiently utilize these resources.
7. Participate in farm visits, easement hearings, offerings, closings, and publicity events.

This agreement shall become effective upon the approval of the County Council, the District Board of Directors, and the Luzerne County Farmland Preservation Board, as confirmed below by the signatures of the Chairperson of each entity. It shall be reviewed periodically, as the need arises by either or both parties, may be amended by mutual consent of both parties. This agreement may be terminated at any time, by either party, following a 60-day written notice to the other party.

FOR LUZERNE COUNTY:

Chairperson

Date

FOR THE LUZERNE CONSERVATION DISTRICT:

Chairperson

Date

FOR THE LUZERNE COUNTY FARMLAND PRESERVATION BOARD OF DIRECTORS:

Chairperson

Date