

Jefferson County Farmland Protection Board

Board Meeting.....Monday, March 14, 2016

Jefferson County Public Services Building
Development Authority Conference Room
1948 Wiltshire Rd, Kearneysville, WV 25430

AGENDA

5:00 pmCall to Order and Opening Remarks * Action item

Approval of Minutes of Previous Meeting February 8, 2016 *

Treasurer's Report *

Administrator's Report

New Business:

- Consider approval of Board payment for an additional four acres for bargain sale of AAA easement *
- Consider approval of the Board's letter in response to Edward and Helen Moore request to the Board for the approval of the transfer of one-third acre of abutting land to the adjacent property owner. *

Committee Reports

- Easement Committee
- Finance Committee
- Fundraising and Public Relations Committee
- Personnel Committee/ Board Development
- Strategic Plan Committee

Announcements:

7:00 pm ----- Adjourn

All Farmland Protection Board meetings are open to the public.
To address the Board, contact Elizabeth McDonald to be placed on the agenda.
Email: FarmlandProtection@jcda.net Phone: (304) 724-1414

Jefferson County Farmland Protection Board

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MEETING MINUTES DRAFT

5:04pmCall to Order and Opening Remarks * Action item

- Meeting called to order by President Ms. McDonald. Attending the meeting were Mr. Glenn, Ms. Tabb, Mr. Kercheval, Mr. Ober and Ms. Wheeler. Absent - Mr. Quinn and Mr. Reisenweber.

Introduction of Guests:

- None

Approval of Minutes of Previous Meeting January 11, 2016*

- Hearing no objections the minutes were approved by unanimous consent.

Treasurer's Report *

- Ms. Wheeler presented Treasurer's report in Mr. Reisenweber's absence.
- Mr. Ober moved to accept the Treasurer's Report, seconded by Mr. Kercheval. The motion passed unanimously.

Administrator's Report

- Received administrator's report from Ms. Wheeler

Unfinished Business

- None

New Business:

- **Approval of resolution to support West Virginia conservation tax credit legislation***
 - Mr. Ober proposed modifying the form resolution provided by adding and emphasizing the importance of protecting agricultural values
 - President McDonald read the revised resolution to the board
- Mr. Glenn moved that the Board approve the resolution to support West Virginia conservation tax credit legislation with the changes suggested by Mr. Ober as read by President McDonald, seconded by Mr. Ober. The motion passed unanimously.

Committee Reports

- None

Announcements:

5:35 pm ----- Adjourn

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Jefferson County Farmland Protection Board

Balance Sheet

03/14/16

As of February 29, 2016

Accrual Basis

	Feb 29, 16
ASSETS	
Current Assets	
Checking/Savings	
BCT - ICS	1,972,276.23
BCT - Easement Acquisition Fund	20,961.84
Bank of Charles Town	215,740.63
BCT - Fundraising Account	1,001.41
BCT - Stewardship Account	12,547.26
Total Checking/Savings	2,222,527.37
Other Current Assets	
Transfer Taxes Receivable	32,779.79
Legal Retainer	3,000.00
Total Other Current Assets	35,779.79
Total Current Assets	2,258,307.16
Fixed Assets	
Computer Equipment	1,748.52
Total Fixed Assets	1,748.52
TOTAL ASSETS	2,260,055.68
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	600.57
Total Accounts Payable	600.57
Other Current Liabilities	
Due to County Commission	34,068.67
Total Other Current Liabilities	34,068.67
Total Current Liabilities	34,669.24
Total Liabilities	34,669.24
Equity	
Reserved for Encumbrances	685,999.26
Reserved for Farmland Protect.	1,178,764.12
Net Income	360,623.06
Total Equity	2,225,386.44
TOTAL LIABILITIES & EQUITY	2,260,055.68

Profit & Loss

03/14/16

February 2016

Accrual Basis

	Feb 16
Ordinary Income/Expense	
Income	
Transfer Tax	32,729.79
Interest/Dividends	1,118.09
Contributions Income	112.71
Total Income	33,960.59
Expense	
Dues and Subscriptions	75.00
Printing and Reproduction	185.00
Professional Fees	
Computer Support	121.85
Consulting/Contract	1,300.00
Total Professional Fees	1,421.85
Supplies	33.12
Telephone	150.00
Travel & Ent	
Meals	46.69
Travel	204.32
Total Travel & Ent	251.01
Total Expense	2,115.98
Net Ordinary Income	31,844.61
Net Income	31,844.61

Jefferson County Farmland Protection Board

3/14/2016 3:49 PM

Register: Bank of Charles Town

From 02/01/2016 through 02/29/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/08/2016	3771	Jefferson County De...	Professional Fees:Com...	Accurate Syste...	82.85	X		182,357.49
02/08/2016	3772	United Bankcard	-split-	P-Card Wheeler	114.00	X		182,243.49
02/08/2016	3774	Mindy Sizemore	Professional Fees:Cons...	1/28/16 - 2/4/16	185.00	X		182,058.49
02/08/2016	3775	Elizabeth Wheeler	-split-	January Expens...	96.37	X		181,962.12
02/08/2016	3776	Nancy McKeithen	Professional Fees:Cons...	Invoice #010116	1,000.00	X		180,962.12
02/12/2016			Transfer Taxes Receiva...	Deposit		X	35,319.13	216,281.25
02/29/2016			Interest/Dividends	Interest		X	97.14	216,378.39
02/29/2016	3777	Elizabeth Wheeler	-split-	February Expe...	148.02			216,230.37
02/29/2016	3778	United Bankcard	Travel & Ent:Travel	February Pcard...	156.62			216,073.75
02/29/2016	3779	Mindy Sizemore	Professional Fees:Cons...	2/9/16 - 2/16/16	115.00			215,958.75
02/29/2016	3780	Progressive Printing	Printing and Reproduct...	Invoice #52408	185.00			215,773.75
02/29/2016	3781	W.B. Mason Co., Inc.	Supplies		33.12			215,740.63

Jefferson County Farmland Protection Board

Administrator's Monthly ReportMarch 14, 2016

Easement Progress:

- AAA: Appraisal approval still outstanding. Sirna's 2nd corrected appraisal sent Feb 21 to Wesley Woods for review. March 8 follow up: Woods "missed" email.
- AAA funding match adjustment -- see brief.
- FY15 NRCS coop agreement to be combined with FY 16 coop agreement. Still not completed.

Easement Inquiries:

February 25 – Morgan property listed for sale, w/o mention of conservation easement. Sent broker email notifying her of easement, baseline and our procedures.

February 25 - 59 acres, Middleway. Property is a residue

February 29 – 279 acres, Middleway

March 7 – query from potential buyer of "100-acre protected property" in Jefferson County about the possibility of raising bison.

March 8 – Potomac River Keeper query about Cool Spring Farm (12 acres) that the owner is donating to a qualifying non-profit via a competitive application process.

March 9 – Information request from John Christman, Coldwell Banker Real Estate

March 14 – call from owner of 335-acre Borden property regarding easement program.

Easement policy/ issues:

- Tax credit bill update: SB 554 Land Conservation Tax Credit Act did not make it on to the Senate Finance Committee agenda. It probably will be re-introduced next year.
- NRCS is requiring a title search for mineral rights; Berkeley and Jefferson County wish to seek a waiver from this requirement.
- RCPP: Still waiting for NRCS HQ decision on regional rate cap process – market study not done. When signed, the Coop agreement will be good for 5 years. Will combine FY15 (\$1.1MM) and FY16 (\$1.1MM). Summary: we can't proceed until NRCS completes its work. RCPP group will ask State Conservationist Louis Aspey to request action from NRCS HQ on the market study.
- Easement Committee needs to review policy for retained development rights.

Administration:

- 2015 Audit is complete. The final report is pending.
- February transfer tax: \$32,729.79

Fundraising/outreach:

- Jan 1, 2016- March 1, 2016 \$ 801 (3 new donations, one new recurring monthly donation)
- | | | | |
|------|----------|------|----------|
| 2015 | \$ 4,405 | 2013 | \$ 2,970 |
| 2014 | \$ 2,820 | 2012 | \$17,420 |

Projects in process:

- ABPP Landowners Guide: maps delayed; still seeking battle detail for mapmaker. Designer is producing layout for the guide.

- Monitoring reports organized in binders; seeking a few missing reports.
- Planning for AAA event for easement announcement w/ Liz McDonald, Jane Tabb
- Shannon Donley easement correction – NRCS requirements vs ABPP
- Outreach workshops for RCPP applicants, to be planned with Berkeley FPB and Authority.
\$2,591.94 remaining in grant from Conservation district to be spent by June 30, 2016.

Events/Meetings:

Sunday, March 13 - Met with board president of the Potomac Pedalers. Opportunity for promotion and fundraising through the Potomac Pedalers cycling event in September; the group wishes to base event in Shepherdstown for the next five years. Approximately 2,000 participants.

Other: John Witt, easement property owner, was hospitalized March 10, diagnosed with renal failure.

- Tony Troxel sent email on February 13 inquiring about joining the board. I answered him, offered to provide information, and received no reply.

Issue Brief - Increased JCFPB Funding Match for AAA easement

Issue

1. The acreage offered by landowner AAA increased by four acres after the County funding application had been made to NRCS, and was accepted. NRCS made a firm funding commitment in the cooperative agreement based on the original offer for 314.15 acres.

The Board made an original funding commitment on March 1, 2014 to the owner of AAA for 315.11 acres at \$6,500/acre, of a total acreage of 320.28 acres, derived from the tax map acreages. The owner initially wished to subdivide 5.17 acres from the entire property of 320.28 acres. On October 24, 2014, the owner wrote a letter to the Board stating that the 5.17-acre residential parcel would be made a retained development right, subject to the terms of the easement. Because NRCS would not allow a residential parcel in excess of two acres, the owner agreed to create a retained development right for a 2-acre residential parcel with a 3-acre farmstead area. The 2-acre retained development right will not be funded.

The Board will need to vote on the question of paying an additional \$25,935.00 for the 100 percent funding of the additional four acres in the easement.

GAP VIEW FARM EASEMENT FUNDING

	Acres	price/acre	Funds
USDA Cooperative Agreement	314.15	6,500	2,041,975.00
Calculation			
USDA Commitment			1,361,305.74
JCFPB match			680,669.26
TOTAL			2,041,975.00
Adjusted acreage	318.14	6,500	2,067,910.00
USDA Commitment			1,361,305.74
JCFPB match			706,604.26
TOTAL			2,067,910.00
JCFPB additional cost			25,935.00

Recommendation

1. Fund the additional four acres. This is a bargain sale, and the additional four acres will increase the conservation values for the easement, in that there will be no exception parcel that potentially could be developed into a large structure, in conflict with the agricultural uses of the property. The retained development right is subject to the terms of the easement.

Current Law

Can't cite any. The Board made a commitment to pay \$ 6,500/acre.

Background

1. Application, correspondence (letters, emails), NRCS cooperative agreement

Edward R. Moore
Helen S. Moore

Re: Amendment to Farmland Conservation Easement

Dear Mr. and Mrs. Moore:

This letter is in response to your letter dated February 25, 2016 to the Jefferson County Farmland Protection Board (the "Board") and The Land Trust of the Eastern Panhandle ("LTEP") requesting that the Board and LTEP, as co-holders of the Deed of Conservation Easement dated December 5, 2005 and recorded in the Jefferson County Land Records in Deed Book 1017, at Page 219 (the "Conservation Easement"), encumbering your farm in the Shepherdstown District, Jefferson County, West Virginia (the "Protected Property").

According to your letter you are requesting that the Board and LTEP (i) consent to the transfer of a portion of the Protected Property containing approximately .36 acres (the "Merger Parcel") to Keith B. Janssen, the adjoining landowner, to remedy a mistake you made when purchasing a former railroad right of way in 1972, and (ii) amend the Conservation Easement to remove Merger Parcel from the Conservation Easement. The Merger Parcel is also described on a plat attached to your letter.

We have reviewed your letter and the relevant documentation. We have focused on four statements made by you in your letter: first, the Merger Parcel is a small part of the Protected Property and lies on a boundary of the Protected Property; second, neither you nor Mr. Janssen will receive any monetary consideration for the transfer of the Merger Parcel; third, the Merger Parcel was included in your purchase of a railroad right of way in 1972 by mistake; and fourth, the existing fence between the Protected Property and Mr. Janssen's property runs through the Protected Property so as to cut off the Merger Parcel from the rest of the Protected Property.

The Board's policy regarding amendments to conservation easements requires that the proposed amendment have a beneficial effect on the conservation values protected by the conservation easement. In this case, based on the statements in your letter, we have concluded that the transfer of the Merger Parcel to the adjoining landowner and removing it from the Conservation Easement will resolve any potential boundary line disputes between the two landowners and thereby strengthen the Conservation Easement on the remaining Protected Property. Accordingly, we will consent to the transfer of the Merger Parcel to the adjoining landowner and we will amend the Conservation Easement to remove the Merger Parcel from the

Protected Property (the "Merger Transaction") subject to the "Terms and Conditions" section set forth below.

Before we outline the Terms and Conditions for the Merger Transaction, we note that, as you admit, the ownership of the Merger Parcel has no substantive effect on either landowner. This issue could also be resolved by simply moving the fence line so that it conforms to the legal boundary line between the two farms and leaving the Merger Parcel in the Protected Property. However, you have elected to resolve this issue by transferring the Merger Parcel to the adjoining landowner. While this is a relatively simple process under the Jefferson County subdivision regulations, we must take all steps necessary to assure that the amendment of the Conservation Easement complies with all state and federal law requirements, and that the integrity of the Conservation Easement, as amended, is maintained. Furthermore, since we are undertaking this Amendment Transaction as an accommodation to you and a third party landowner, we will require that our costs and expenses incurred in this Amendment Transaction are covered by you (and/or the adjoining landowner). That said, we will work with you to make sure that this Amendment Transaction proceeds in timely and cost-effective manner. For example, Rob Glenn, a Board member and real attorney estate attorney, is donating all of his time in working on this Amendment Transaction for the Board.

TERMS AND CONDITIONS TO AMENDMENT TRANSACTION

The following terms and conditions ("Terms and Conditions") must be satisfied **before** the Board and LTEP will consent to the transfer of the Merger Parcel to the adjoining landowner and the amendment of the Conservation Easement to remove the Merger Parcel:

1. You and the adjoining landowner (the "Landowners") must enter into a written agreement (the "Merger Parcel Agreement") with us regarding the Amendment Transaction. The main purpose of this Agreement is for both Landowners to certify to us that the reasons for the transfer of the Merger Parcel are as stated in your letter and that the transfer of the Merger Parcel will not involve the payment of any monetary consideration between the Landowners.

2. Since you donated the Conservation Easement to the Board, you may have received tax benefits for this donation. You must agree in the Merger Agreement that any tax consequences to you arising out of the Amendment Transaction are your sole responsibility and that you have not relied on any statements made by us regarding your tax liability in this regard. Since the Board reported your donation to the IRS based on the value the total Protected Property, the Board will retain tax counsel to advise the Board as to any liability that the Board could incur for amending the Conservation Easement and as to any tax reporting requirements that the Board may have arising out of the Amendment Transaction. The Board may in its sole discretion elect not to proceed with the Amendment Transaction if tax counsel advises the Board that the Board ~~will~~ incur tax liability for agreeing the Amendment Transaction. You must pay the legal fees of tax counsel.

3. You must submit the final merger plat and merger deed, as approved by the County Planning Office, to us for our approval, which approval will not be unreasonably withheld. We will not be responsible for any costs associated with the preparation or recordation of the merger plat or merger deed.

4. At the closing of the original Conservation Easement, the Board did not require that the Protected Property be surveyed. Since Board policy is that all conservation easements must be surveyed, the Board will require that a new survey of the Protected Property (less the Merger Parcel) be prepared. This new survey plat (and metes and bounds description) will be attached to an amended and restated Conservation Easement (the "Amended Conservation Easement"), and we will record the Amended Conservation Easement directly after the recordation of the merger deed and plat. Since the new survey plat is for compliance with Board policies, the Board will pay for the cost of the new survey plat and any legal fees and costs associated with preparing the Amended Conservation Easement and recording it in the Land Records.

5. We will require that our title policy insuring the original Conservation Easement be endorsed to update the effective date of the title policy to the date and time of recording of the Amended Conservation Easement. We will also order an update to title of the Protected Property. If any title matters have arisen on the Protected Property after recording of the original Conservation Easement, you must resolve these issues to our satisfaction, or we may elect not to proceed with the Amendment Transaction. You must pay the cost of the title search and the title endorsement.

6. Prior to closing, we must conduct a physical inspection of the Protected Property to confirm the location of the fence along the Merger Parcel and document the inspection with photos.

7. You must pay an upfront a non-fundable administrative fee to us in the amount of \$_____ to cover our staff time and expenses incurred to process and close the Amendment Transaction.

8. You must pay all of our out-of-pocket costs and expenses incurred in the Amendment Transaction. This includes the costs referenced in paragraphs 2 and 5 above; however, as noted, you will not be responsible for the preparation of the new survey plat or the preparation and recordation of the Amended Conservation Easement. If you elect not to proceed with the Amendment Transaction, you must still pay us all of our out-of-pocket costs incurred to that date.

If you agree to the foregoing Terms and Conditions, please execute and date the copy of this letter enclosed below, and return it to Elizabeth Wheeler, Director of the Jefferson County Farmland Protection Board, at _____.

Respectfully,

**JEFFERSON COUNTY FARMLAND
PROTECTION BOARD**

By _____

Elizabeth McDonald
President

**THE LAND TRUST OF THE EASTERN
PANHANDLE**

By _____

R. Grant Smith
President

LANDOWNER ACKNOWLEDGEMENT

Edward R. Moore and Helen S. Moore acknowledge having read the foregoing letter and hereby agree to the Terms and Conditions set forth in the foregoing letter, and agree that such Terms and Conditions are conditions precedent to the obligation of the Board and LTEP to close the Amendment Transaction.

Edward R. Moore

Date:

Helen S. Moore

Date: