

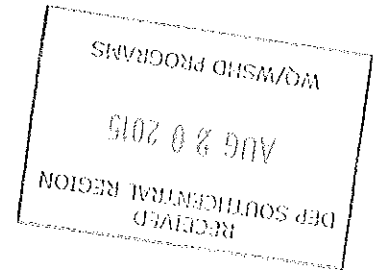
Cumberland County Agricultural Land Preservation Board

310 Allen Road, Suite 101
Carlisle, PA 17013
Phone 717.240.5383
Fax 717.240.6517
www.ccpa.net/farmland

August 17, 2015

Pennsylvania Department of Environmental Protection
909 Elmerton Avenue
Harrisburg, PA 17110-8200

RE: Project - Pennsylvania Pipeline Project
Applicant - Sunoco Pipeline, LP



Dear Officials:

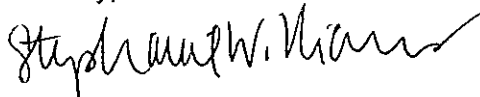
The Cumberland County Planning Department is in receipt of the NOI for the above referenced project. On behalf of the Cumberland County Agricultural Land Preservation Board, the following comments are submitted for consideration:

- **Background - Cumberland County manages a high successful Farmland Preservation Program.** To date, the County has preserved nearly 17,000 acres of prime farmland through the Pennsylvania Agriculture Conservation Easement (ACE) Purchase Program and the Federal Farm and Ranchland Protection Program (FRPP). The purpose of these programs is to protect viable agricultural lands by acquiring agricultural conservation easements that prevent the development of land for any purpose other than agriculture production.
- **Pipeline Siting -** Based on the mapping provided in the NOI, there would appear to be preserved farms in the path of the pipeline project. Areas of concern include Silver Spring, Monroe and Upper Allen Townships (see attached map with colored flags noting areas of concern). Landowners that may be affected include Mary Deitch, Gary & Christine Biddle and Donald Strock. There may be additional landowners that are not readily apparent based on the scale of the mapping. As "holder" of those easements, the County has a legal interest in these properties and responsibility to ensure compliance with the deed of easement.
- **Easement Terms: Fee Simple Acquisition -** The terms of the deed of easement would prohibit a landowner from subdividing and selling land fee simple for the purpose of construction and operation of a natural gas pipeline.
- **Easement Terms: Granting ROW -** The terms of the deed of easement for the 3 farms noted above are not identical with respect to granting rights of way for utilities. While each of the farms was preserved through the ACE Program, the Biddle Farm includes federal funding under FRPP and as a result is subject to additional requirements.

- The ACE Program permits the granting of ROWs for the installation, transportation, or use of lines for water, sewage, electric, telephone, coal by underground methods, gas, oil or oil products.
- The FRPP Program prohibits the landowner from voluntarily granting a ROW for a gas pipeline. A copy of the terms of the FRPP addendum as well as a guidance document from USDA, NRCS is enclosed.
- Additional Factors - While the ACE Program permits the granting of ROW for utilities, the County still bears responsibility to ensure that the terms of deed of easement can otherwise be upheld. The following additional factors should be considered:
 - The deed of easement requires that a minimum of 50% of the easement area be utilized for agriculture production. By granting a ROW, a landowner must maintain the ability to meet the minimum agriculture production requirements.
 - Utility ROWs should be sited to protect prime, unique and important soils to the greatest extent practicable.
 - BMPs to minimize soil erosion and water quality impacts should be implemented during construction.
 - Construction scheduling should be coordinated to minimize disruption to agricultural activities. If such scheduling cannot be arranged landowners should be adequately compensated for short term loss of agriculture production. Compensation for long term loss of agricultural viability due to compaction and soil degradation should also be considered.
 - The excavation and restoration of soils should be managed to ensure that topsoil is returned to its original topography.

Thank you for the opportunity to provide comment. If you require additional information or have questions concerning these comments, please contact me at 717-240-5383 or at sjwilliams@ccpa.net.

Sincerely,



Stephanie Williams
Farmland Preservation Program Administrator

CC: Gary & Christine Biddle
Denise Coleman, USDA-NRCS
Cumberland County Board of Commissioners
Carl Goshorn, Cumberland County Conservation District
Mary Deitch
Donald Strock
Doug Wolfgang, PA Department of Agriculture



Natural Resources Conservation Service
One Credit Union Place, Suite 340
Harrisburg, PA 17110-2993

March 18, 2014

Cumberland County
310 Allen Road
Carlisle, PA 17013
717-240-5362

RE: NRCS Farm and Ranch Land Protection Program (FRPP)
Infrastructure Installation Policy

Dear FRPP Participating Entity:

In recent months, NRCS in Pennsylvania has become aware of several major pipeline projects proposed across Pennsylvania. These projects include both the Atlantic Sunrise pipeline in eastern Pennsylvania and a proposed Sunoco pipeline, called the "Mariner East Project" in western Pennsylvania, among other pipeline projects. The proposed pipelines have the potential to be developed in locations with high concentrations of preserved farms, including farms preserved through the Farm and Ranchlands Protection Program (FRPP).

The FRPP program protects valuable farm and ranch land for future generations. The purpose of FRPP is:

to protect agricultural use and related conservation values of eligible land by limiting nonagricultural uses of the land.

The Commonwealth of Pennsylvania's agricultural preservation law allows farm owners of a preserved farm to grant a right of way to a gas company for gas lines. If the farm owners do not want the gas line the gas company has the option to acquire the right of way through eminent domain.

However, if the proposed pipeline ROW involves a federal farm enrolled under the Farm and Ranch Lands Protection Program (FRPP), the farm owner may not grant a right of way and the gas company may not acquire any part of the FRPP enrollment through eminent domain.

For Federal easements such as FRPP, taking of easement acreage for a ROW or other infrastructure installation is not permitted. As a matter of law, a condemnation for eminent domain is not legally feasible against the United States because neither a state nor a county government may defeat a federal realty interest such as the one the United States has acquired under FRPP easements. Moreover, at this time, NRCS has no authority to voluntarily modify or terminate its interests, in whole or part, in any FRPP funded conservation easement.

NRCS is asking that Agricultural Land Preservation entities holding FRPP easements with the potential to be impacted by proposed pipelines or other proposed infrastructure installation requests work with NRCS to best determine a course of action. NRCS must first review a ROW

Helping People Help the Land

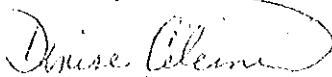
An Equal Opportunity Provider and Employer

installation request prior to any action being taken on FRPP acreage. NRCS will work with each entity and preserved parcel on a case by case basis to review the request.

If a pipeline ROW is established on an FRPP preserved farm without NRCS approval, the landowner could be in violation of their FRPP easement deed, and would be responsible for action taken by the pipeline company on the FRPP easement. Therefore, it is very important that any pipeline installation or ROW request proposed on an FRPP easement be communicated immediately to NRCS prior to any action being taken.

If you have any questions or concerns please contact me by phone at 717-237-2203 or by email at denise.coleman@pa.usda.gov.

Sincerely,



Denise Coleman
State Conservationist

cc: Gary Smith, Assistant State Conservationist for Operations, NRCS
Doug Wolfgang, Director, PA Department of Agriculture
Stephanie Zimmerman, Administrative Officer II, PA Department of Agriculture
Virginia Henning, Attorney Advisor, USDA Office of General Counsel

Exhibit "A"

**ADDENDUM TO THE DEED OF AGRICULTURAL CONSERVATION
EASEMENT**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT to which this document is attached as an Addendum is purchased pursuant to and in accordance with the United States Department of Agriculture, Farm and Ranch Lands Protection Program, 16 U.S.C. 3838h and 3838i, administered by the Natural Resources Conservation Service. This Addendum and the Agricultural Conservation Easement, and all exhibits to each, shall be collectively referred to as the Agricultural Conservation Easement or this Deed. In the event a discrepancy arises between this Addendum and the Agricultural Conservation Easement deed, the terms of this Addendum control. A soils map from the summary report used to determine eligibility for participation has been recorded with this Deed. The soils report and summary report establish current conditions on the subject land at the time this Agricultural Conservation Easement is recorded.

WHEREAS: The Farm and Ranch Lands Protection Program's purpose is to protect the agricultural use and related conservation values of the land by limiting nonagricultural uses of the land; and, the United States Secretary of Agriculture has provided cost-share assistance to the Grantees for purchase of this conservation easement.

WHEREAS: The subject land consists of primarily productive agricultural land. Approximately _____ of the soils have been classified as prime or statewide important farmland by the NRCS.

PURPOSE: The primary purpose of this Agricultural Conservation Easement is to protect the agricultural soils, agricultural viability, and agricultural productivity of the subject land in perpetuity. No activity that significantly impairs the subject land's prime, unique and important soils shall be permitted. A soils map and related soils report is attached to this Agricultural Conservation Easement to guide where development may occur in order to carry out this purpose. The referenced soils map and soils report are attached to this Addendum as Exhibit "1" and are incorporated herein.

NOW THEREFORE, in consideration of the sum contributed to the purchase of this Agricultural Conservation Easement through the Farm and Ranch Lands Protection Program, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey in perpetuity to the United States of America and its assigns, acting by and through the Department of Agriculture, Natural Resource Conservation Service on behalf of the Commodity Credit Corporation the same rights that are granted to the State and County government.

A. PERMITTED AND PROHIBITED USES:

1. **Construction on the Protected Property:** Construction is limited to structures and improvements that support the agricultural use of the Protected Property . All existing and newly constructed buildings and structures which contain impervious surfaces, including non-seasonal permanent rooftops and pavement, shall not exceed the following Maximum impervious cover amounts: The maximum impervious cover on this parcel is _____ acres.

2.

(a) Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property.

(b) The construction of one additional residential structure is permitted if:

- a. The construction and use of the residential structure is used as the landowner's principal residence or for the purpose of providing housing for persons employed in farming the subject land on a seasonal or full-time basis;
- b.No other residential structure has been constructed on the restricted land at any time since the recording of the Agricultural Conservation Easement;
- c. The residential structure and its curtilage occupy no more than two acres of the subject land and shall only be subdivided from the subject land in accordance with Section (A)(2) of this Addendum;
- d.The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land 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; and
- f. Approval from the County for such residential structure is obtained prior to siting and constructing the residential structure.

(c) The construction or use of any building or other structure for agricultural production is permitted, including installation of conservation practices included in the conservation plan, provided that the buildings and structures are sited to the greatest extent practicable in a manner that protects prime, unique, and important soils and approval from the County is obtained prior to siting and construction.

(d) The replacement of a residential structure existing on the subject land on the date of the granting of the Agricultural Conservation Easement is permitted, provided such location is sited to the greatest extent practicable in a manner that protects the impact to prime, unique, and important soils and approval from the County is obtained if a location is chosen other than the current location of the residential structure.

2. **Subdivision:** If the county agricultural conservation easement purchase program allows for subdivision of property subject to an agricultural conservation easement, the subdivision shall not create any parcel that is not economically viable for agricultural production, as the term is defined in the regulation at 7 Pa Code Section 138e.3 as that

provision reads as of the date of the recording of this Agricultural Conservation Easement.

3. 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, provided the location of activities and structures, permitted under this provision, is consistent with the agricultural viability and the protection of soils purposes as articulated in this Agricultural Conservation Easement. The granting of rights of ways includes the right to construct or install such lines, provided any excavation of soils to install such lines is returned to the original topography promptly upon completion of the construction or installation, and methods are taken to control soil erosion. To the greatest extent practicable, such utility rights-of-ways shall be sited to protect the impact to prime, unique, and important soils. After the Agricultural Conservation Easement is recorded, granting of utility rights-of-way on the subject land may only occur through the condemnation process, which is subject to the review by the Agricultural Lands Condemnation Approval Board in accordance with 3 P.S. Section 913, unless the condemnation is exempt from review under that section. If the proposed condemnation is exempt from review by the Agricultural Lands Approval Board, the Grantees shall give notice of this fact to the United States Department of Agriculture. Due to the federal interest in this Agricultural Conservation Easement, the United States shall be notified as soon as possible by the Grantees of a proposed taking and prior to any condemnation approval by the Agricultural Lands Condemnation Approval Board or successor entity so that the United States may review and/or challenge the proposed taking. The construction or installations of utility lines other than the type stated in this paragraph are prohibited.

4. Mining and Drilling. The granting of leases, assignments or other conveyances or the issuing of permits, licenses 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 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, provided the location of activities and structures, permitted under this provision is consistent with the agricultural viability and the protection of soils purposes as articulated in this Agricultural Conservation Easement. In the event underground access to coal veins is necessary and above ground drilling for oil and gas occurs, the installation of drills, underground mining entrances, and road access shall be permitted, provided that such activities are located and carried out in a manner that protects to the greatest extent practicable prime, unique, and important soils. Any new road access to such sites shall be subject to the impervious surface limitation articulated in Section (A)(1) of the Addendum.

5. Customary 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. Customary rural enterprises that require construction of their own buildings are prohibited.

6. Agricultural Production - the production, processing, and marketing of agricultural crops for the purposes consistent with the terms of the Conservation Easement Deed.

7. Mining for On-Farm Use: The excavation of soil, sand, gravel, stone or other materials for on-farm use in agricultural production on the subject land is permitted, provided that such excavation is located in a manner that protects to the greatest extent practicable the prime, unique and important soils; approval from the County is obtained prior to carrying out such activities; and the total disturbed area does not exceed one acre, as determined by the County and NRCS.

8. Roads: Existing roads, as identified in the Baseline Documentation of this Agricultural Conservation Easement, may be maintained and repaired in their current state. New roads may be constructed for permitted agricultural or residential uses on the subject land, provided that they are located in a manner that protects to the greatest extent practicable the prime, unique and important soils; are subject to the impervious surface limitation detailed in Section (A)(1).

9. Conservation Plan: All agricultural production shall be subject to paragraph 7 of the main body of the Agricultural Conservation Easement deed; however, as a condition of receiving FRPP funding, the following provisions, at a minimum, must be implemented regardless of any other conservation planning provisions contained within the Agriculture Conservation Easement deed:

As required by section 12381 of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct agricultural operations on highly erodible land on the Protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Conservation Easement Deed. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

Any activities, including livestock husbandry, tillage, planting, cultivation, and harvesting operations, that cause the removal, loss or erosion of excessive soil erosion greater than two times the tolerable soil loss level "T" as determined by U.S.D.A., is not permitted.

Forest management and timber harvesting shall be performed in accordance with the conservation plan and be consistent with the Conservation Easement Deed.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, and (b) NRCS has worked with the Grantor to correct such noncompliance.,

If the NRCS standards and specifications for highly erodible land are revised after the date of this Conservation Easement Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

B. GENERAL PROVISIONS:

1. Right of Enforcement.

Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Pennsylvania Department of Agriculture, or its successors or assigns, fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary.

2. Responsibilities of Grantor Not Affected: Except as specified herein, this Agricultural Conservation Easement and Addendum do not impose any legal or other responsibilities on the United States. 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 the United States has no knowledge or notice of any hazardous waste stored on or under the subject land. The United States' 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 the 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 the United States 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.

3. Assignment of the Agricultural Conservation Easement. Grantees may only assign their interest in this Agricultural Conservation Easement pursuant to 3 P.S. Section 914.1(c)(3), and with the prior written consent of the United States as required by the Contingent Right set forth herein.

4. Extinguishment. This Agricultural Conservation Easement may not be extinguished for at least 25 years from the date of purchase of the Agricultural Conservation Easement and only after it has been determined by the State Agricultural Lands Preservation Board and County Agricultural Lands Preservation Board that the land subject to the Agricultural Conservation Easement is no longer viable agricultural land. Such extinguishment may occur only after approval by the State Agricultural Lands Preservation Board, County Agricultural Lands Preservation Board and the United States.

5. Condemnation. The United States of America possesses an interest in this Agricultural Conservation Easement as provided for in Section (B)(1) above, constituting a Federal property interest in the subject land. No State or local government may institute condemnation proceeding against Federal property interest without prior approval of the Secretary of the United States Department of Agriculture. If the Secretary of the United States Department of Agriculture consents to condemnation, the proceeds derived from said condemnation shall be distributed as provided for in Section B(7). Consent from condemnation does not relieve the condemner of the requirements of Section 913 of Act 43 of June 30, 1981 as amended (The Agricultural Area Security Law).

6. No Merger. Should Grantee acquire fee title to the subject land, no merger shall occur and this Agriculture Conservation Easement and the fee shall continue to be managed as separate estates.

7. Proceeds from Extinguishment or Condemnation. If this Agricultural Conservation Easement is extinguished via transfer to the Grantor, condemnation or other means, in whole or in part, then Grantees and the United States are each entitled to their proportional share of the value of the Agricultural Conservation Easement at the time of condemnation. The proportional shares of the United States and the Grantees are _____% and _____% respectively, representing the proportion each party contributed to the purchase price of the Agricultural Conservation Easement.

8. Environmental Warranty.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected

with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment."

9. General Indemnification. Grantor shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the subject land, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Agriculture Conservation Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

10. Title Warranty. Grantor hereby warrants and represents that the Grantor is seized of the subject land in fee simple and has good right to grant and convey this Agriculture Conservation Easement, that the subject land is free and clear of any and all encumbrances except those of record that have been approved by Grantee and the United States, and that Grantee and its successors and assigns shall enjoy all of the benefits derived from and arising out of this Agriculture Conservation Easement. Any present or future mortgage on the subject land has been or will be subordinated to this Agriculture Conservation Easement.




11. Subsequent Conveyances. Grantor shall specifically refer to this Agriculture Conservation Easement in any subsequent lease, deed, or other instrument by which any interest in the subject land is conveyed.

12. Subsequent Liens. Any future liens must be subject to or subordinated to this Agriculture Conservation Easement.

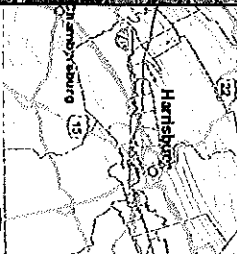
13. Forbearance. Forbearance by Grantee to exercise its rights under this Agriculture Conservation Easement in the event of any breach of any term of this Agriculture Conservation Easement by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Agriculture Conservation Easement or of any of Grantee's rights under this Agriculture Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.

[Insert "Acceptance of Property Interest by NRCS" and pertinent exhibits]



- Legend**
-  Alignment Centerline
 -  County Boundary
 -  Township Boundary

Sheet Identifier



PROJECT LOCATION MAP
 MONROE TOWNSHIP
 FIGURE 3-43
 PENNSYLVANIA PIPELINE PROJECT
 JULY 17, 2015 ALIGNMENT
 SUNCOCO LOGISTICS, L.P.
 CHERRYLAND AND COCHRAN TOWNSHIPS,
 ALLEGHENY COUNTY, PA



Notes:
 Aerial photography provided by USGS's
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