

**HALFMOON TOWNSHIP OPEN SPACE PRESERVATION BOARD
REGULAR MEETING-MINUTES
APRIL 3, 2019**

1. CALL TO ORDER

Chair Lorin Nauman called the meeting to order at 7:02pm. Other members present were Christine Bracken-Piper, James Smith, Reed Moyer and Ron Hoover. Staff present was Amy Smith, OSPB Administrator, Jeff Stover, Township Solicitor and Rebekah Laird, Recording Secretary. No audience was present.

2. PLEDGE OF ALLEGIANCE

3. MINUTES

- ***MOTION: Mr. Nauman moved to approve the meeting minutes of February 6th, 2019 as submitted; Mr. Moyer seconded; Vote 5-0-0; Motion carried.***

4. PRESENTATION BY TOWNSHIP SOLICITOR

Mr. Stover stated that after the last meeting he reviewed 3 sections of Chapter 163 that could use language revision for clarification.

Chapter 163-4: Terms and conditions of conservation and preservation easements

Mr. Stover stated that he added wording to subsection D(4) to refer to a caveat in subsection E(2) in regards to adding a single family dwelling onto subdivided acreage within open space. Mr. Stover further explains that in Section E, subsection 2 language would be added to state that if a parcel was put into open space that already had a single family dwelling and was then subdivided that another dwelling could not be added but an existing dwelling could be razed and rebuilt on the same land parcel. Mr. Stover asked the board if they agreed with those new provisions and also if a landowner needed to rebuild a dwelling could the landowner rebuild on another portion of the land if needed. The OSPB agreed with the language and stated there would be no problem with a landowner rebuilding a dwelling on the land. Mr. Moyer asked that if the language only states a single family dwelling could a landowner attempt to build a duplex instead. Mr. Stover answered no because only single family dwellings are addressed in the chapter not duplexes. Mr. Nauman stated that he noticed a discrepancy in acreage numbers between subsection D(4) and subsection E(1) and stated that perhaps the numbers should be consistent. There was a discussion about the reasoning for the possible discrepancy in numbers and continued discussion about subdivision of open space land. The OSPB agreed that staff should review whether it should read 11 or 10 acres in subsection D(4) but otherwise they agree with Mr. Stover's recommendations for language revision to this section.

Chapter 163-5: Review process

Mr. Stover stated that language was added to Section B that would work to prevent possible double-dipping into multiple open space programs. Mr. Stover further explained that the language stated that a parcel of land may not be enrolled in another program but would allow for partnership with a third-party or sponsor. Mr. Stover went over in subsection B(1)(d) an addition to clarify that acceptance into the OSP would include both

tillable and non-tillable land within the proposed parcel. Mr. Stover stated that he then added subsection B(1)(i) to read that the applicant will include a warranty that they are not enrolled currently in another program and is also not currently or in the future intending to apply for another program. Mr. Moyer asked why a landowner could not apply to multiple programs at once to find the best fit. Mr. Stover replied that it is a measure to control the possibility of double dipping. There was discussion about changing language to read that a landowner can apply to multiple programs but cannot enroll in more than one and that maybe it also needed to state that if they are currently applying to another program that the information should be disclosed at the time of the application. Mr. Stover stated that he would revise the language to read that a landowner can apply to multiple program simultaneously but that the parcel will not be allowed into another program if accepted by the OSP.

Mr. Stover stated he made one other addition of subsection B(2)(e)[4] to read that the conservation easement on the property from the OSP would be prominent so it is written that the Township has right of first approval to purchase the property, this also assures the easement would be shown in a title search. The OSP agreed with this language as there had been some difficulties in the past with regards to this.

Chapter 163-9: Termination of easement

Mr. Stover stated that he added a section to this chapter of subsection E as a catchall that allows for a way that the landowner and the township come to mutual agreement to terminate the lease and the township has the opportunity to have the property either transferred to Township or bought in a fee simple purchase by the Township. There was a discussion on different caps for leases and fee simple purchases and possible ways to write into the ordinance different costs for purchasing varying types of land (i.e. tillable vs. non-tillable). Mr. Stover stated he would review the chapter to see if language could be put in for those concerns. While looking at subsection C Mr. Stover stated that he felt that toward the end was an incomplete sentence and suggested that they add the words "shall be sold" to the end to which the OSPB agreed.

5. OTHER BUSINESS

There was no other business.

6. CITIZEN'S COMMENTS

There were no citizen's comments.

7. ADJOURNMENT

The meeting was adjourned at 8:50pm.

- ***MOTION: Mr. Moyer moved to adjourn the meeting at 8:50pm; Mr. Hoover seconded; Vote 5-0-0; Motion carried.***