

**RYE CONSERVATION COMMISSION
MEETING**

**Tuesday, August 6, 2019
5:00 p.m. – Rye Town Hall**

Present: Chair Sally King, Vice-Chair Suzanne McFarland, Mike Garvan, Jaci Grote, Susan Shepcaro and Heather Reed

Others Present: Town Attorney Michael Donovan, Nancy Siopes (owner 1090 Washington Road), other representatives of Driftwood Equestrian and Attorney Philip Lake, representing the property owner/operator.

6:00 p.m. Site Walk - (Minutes for site walk posted online)

I. CALL TO ORDER

Chair King called the meeting to order at 5:00 p.m. and led the Pledge of Allegiance.

**II. DISCUSSION OF CONSERVATION EASEMENT
Driftwood Equestrian, 1090 Washington Road**

Attorney Donovan stated the commission met with him to discuss the issues that they felt had not been resolved since the meeting on June 11th. There was a consensus of the commission members as to how those issues relate to the whole easement. The commission would like to have an understanding with the property owners as to the issues regarding the arena, preservation and management of the fields for the future. The concern of the commission members is that there is a tension in the easement between preserving the farm as it was in 1998 (when the easement was granted) versus the rights of the easement to have agricultural uses and horse training. The commission would like to have this amicably resolved. He noted the biggest issue for the commission is the riding arena. Also, there has been a creep of other uses that are agricultural uses, but at the expense of changing the open fields. The commission would like to have an understanding of how that goes, or not goes, in the future, if the commission allows the riding arena. (A memorandum of understanding was sent to the owner, prior to this meeting, who has responded to some of the items.)

Attorney Philip Lake, representing Driftwood Equestrian, stated that some things may change. The use of the farm may change inevitably. The owner has to be careful to not block things that won't work in the future, just as this commission has to be mindful that other commissions with different constituents in the future may have different priorities as well. His primary concern is to make sure this document is intended to be flexible with an understanding that there may be a future request to change the uses. The property owner is not looking to foreclose a conversation in the future, as things come up. He would like to be sure that language is added (to the memorandum) to capture that intent.

Attorney Donovan stated the he understands the owners are agreeable to have the garlic batch on the back part of the fields next year. He also understands there are no plans to expand the paddocks to the west at this time; however, the owner would not like to have a memorandum of agreement that would absolutely foreclose the possibility of coming back to the commission to ask to expand the paddocks to the west.

The representatives with Mrs. Siopes explained this is more for future owners. Every farm owner would do things differently. Making limitations to the way it is done now, does not allow future owners to run the farm in a way that makes sense for them.

Chair King noted it has to be kept in mind there is an easement on the farm.

The representatives noted they do not have plans for future paddocks. They do not see the need for the next twenty years. They also noted that the photo of the farm shows the entirety of the grass portions of the farm was pasture at the time the easement was created. The amount that is being used for horse grazing right now is significantly less than when the easement went in to place. A future owner could want to breed horses and turn the open space into three large fields with individualized paddocks. Putting anything in writing that cannot change from what it is today would limit that future use of the farm. The way the farm is now is not suitable for a breeding operation. They want to be careful of how and which limitations are put on the property.

Member Shepcaro pointed out there is an easement on the farm and that has to be kept into consideration. The farm may not be right for everyone. The farm does not have to fit every need. The easement is very important and needs to be respected.

Chair King asked if they can all agree that because the building envelope is 3.67 acres that there will be no enclosed building (attempted building) outside of that. The easement speaks to that.

The owner representatives noted there is no building right now outside the building envelope.

Referring to the memorandum, Attorney Donovan suggested the wording; *“The present owner/operators have no plans for expanding the paddocks to the west, and will not do so; however, this will not foreclose future owners from asking the commission to allow expansion of the paddocks to the west or changing the layout of the layout”*.

Mrs. Siopes and the operators of Driftwood Equestrian agreed; but asked that it be added that they *“will not do so without expressed permission of the Conservation Commission”* (in relation to their statement that they have no plans to expand the paddocks). All parties agreed.

Member Garvan asked if it should be referenced that the property owner is required to come before the commission and give a thirty day notice, as required by the easement.

It was agreed that wording would be added.

Attorney Donovan stated they need to discuss the parking of motor vehicles and trailers on training days.

The Driftwood Equestrian representative noted that there will be only a handful of training days held throughout the year. This is not going to be an every week or every day type of venture. The training

days will also only be held during the summer months when the weather is good. It would be about four to six training days per year.

Attorney Donovan stated that the commission wanted to define the parking of vehicles and trailers to the building envelope.

Attorney Lake explained that what people typically do is pull up with a horse trailer, unload and tie-up. They are not going to unload down the street, which is a substantial distance away.

Chair King stated the commission's concern is that there will be trailers parked all over the non-buildable area. She also noted there is a concern of the wear and tear on the ground area. She pointed out there is a part in the easement that speaks fairly specifically to motorized vehicles staying on the road surface.

The owner pointed out that it states; "or for activity permitted under Section 3". This would be considered an agricultural activity, using the horse facility.

The owner/operators spoke about their desire to temporarily put trailers, that would be there in the morning and gone in the evening, along the grass strip on the west side. (The area was pointed out on photos for the commission.) It was noted that it would not disrupt any vegetation and is an area that is away from the busiest part of the road (Washington Road).

There was discussion about the commission's concern that the soil in that area is maintained so it does not become impacted and unhealthy turf.

Referring to manure management, Attorney Donovan stated there seems to be an agreement. A manure management plan will be provided by the end of this year. The plan will result in zero net gain and will address the removal of the stock pile.

There was agreement by all parties.

There was more discussion in regards to parking. There was also discussion about the owners' responsibility for obtaining a survey showing what is on the property now. This would not be a boundary survey, but a plan drawn to scale, by an engineer or surveyor, showing what is there now. Attorney Donovan noted that the plan can also be used as a tool to show the commission how the parking can be handled on training days. He pointed out they should show on the plan what is there now and what is proposed.

It was agreed that the parking for training days would be addressed at a later date with the commission. The owner/operators agreed to come up with a master plan and use that as a basis for a parking proposal. The to-scale plan will show what is currently on the property and what is being proposed.

Speaking to the commission, Attorney Donovan asked if they are comfortable with him finalizing the wording of the memorandum of understanding with Attorney Lake. Once the agreement is signed by Chair King and the owner/operators, the construction on the arena could resume.

Member Grote stated she would be okay with that, as long as, there is an understanding that the arena is going to be used for in-house customers only and this is as far as it is going.

There was some more discussion about the parking for training days. The owner/operators agreed to not hold any training days until there is an approved parking plan; however, this is not foreclosing training days from happening in the future.

The commission members all agreed that Chair King would work with Attorney Donovan and Attorney Lake to finalize the memorandum of understanding.

Motion by Jaci Grote that the commission give Chair King the authority to work with town counsel in putting together the memorandum of understanding consistent with tonight's discussion. Seconded by Suzanne McFarland. All in favor.

Attorney Lake stated that when the present owners bought the property there was an authorized employee apartment. It has continued to be used and has been reviewed this summer, as part of this whole process, by the building inspector. The building inspector went through the unit and has signed off. The reference in the memorandum of understanding creates this odd feeling that it is going to come up again.

Chair King stated she thinks it will come up, as far as the building inspector, because there is a still a stipulation that it has to be used by an employee and it cannot be more than two people living in the apartment.

Mrs. Siopes noted there is a document that she has to sign and have notarized every two years.

Chair King commented there is not a commission member that wanted that on there.

Attorney Donovan stated the commission does not like the way that happened and does not agree with it; however, they are going to leave it alone with the building inspector. The building inspector can do what he has to do. Regarding the camping trailer, Attorney Donovan asked the commission members if they are content with what Alyson has said in her email that it will be vacated by November 1st.

Chair King stated that the building inspector has said that if the commission agrees to that, then anyone who has someone who works for them, such as in a restaurant or anywhere, would be allowed to have an RV on their property.

Member Grote asked if they can say that it has to be gone by November.

Chair King replied that is not the commission's call. It is a town ordinance.

One of the representatives of Driftwood Equestrian noted that the employee has been told that he has to find alternative living arrangements. The date of November 1st was put in the email because that is when the camper will go back to Florida.

The commission agreed the building inspector should handle this issue.

Vice-Chair McFarland asked if there has been discussion about what is an agreeable notice for RCC administration parts.

Mrs. Siopes commented the notice time is thirty days.

Attorney Donovan stated that Danna Truslow (member of the commission) made a couple of good points. There was discussion about amending the easement to reflect the shed and well. When the amendment to the easement is done, the notice provisions of the easement should be made clearer. The attorneys can work on incorporating that into the easement.

The representatives of the property noted that the building inspector has asked that at the beginning of each year a list of intended projects is put together. The commission was asked if that would be suitable, even if the project was not necessary done within thirty days. (A sample of a maintenance list was submitted to the commission for them to review.)

Chair King commented that the commission members will review the maintenance list for a later discussion.

Attorney Donovan noted that this section should be made clearer.

There was some discussion regarding the agreed upon maintenance plan for the arena. Attorney Donovan suggested the owner write up a paragraph or two about the plan.

Discussion concluded.

ADJOURNMENT

Motion by Jaci Grote to adjourn at 5:56 p.m. Seconded by Susan Shepcaro. All in favor.

Respectfully Submitted,
Dyana F. Ledger