



October 20, 2023

Tom Dube, chair
Wakefield Planning Board
2 High Street
Sanbornville, NH 03872

RE: **161 North Road Subdivision Application (revised)**

SFC project #665550

Mr. Dube,

On behalf of Wyman's Cove LLC, we submit revised subdivision plans and this revised application for a minor subdivision of tax map 110 lot 6 for a public hearing with the Planning Board on November 2, 2023.

The Planning Board last heard this application on August 3, 2023. This proposal has since been revised. This proposal is for a three lot subdivision. Two new buildable lots will be accessed by Acton Ridge Road. The third lot contains the existing home. No new development is proposed along North Road.

This application package includes the following material:

- Waiver request to Article VI, Section 6.01.7, dated October 19, 2023
- Project narrative, dated October 2023
- Subdivision impact assessment form, dated October 2023
- NH Natural Heritage Bureau Data Check, dated May 31, 2023
- Proposed language for Private Road Maintenance Agreement
- the 2-sheet subdivision plan set (22" x 34"), dated October 16, 2023
- the 2-sheet subdivision plan set (11" x 17"), dated October 16, 2023

Seven copies of the application package are enclosed .

SFC ENGINEERING PARTNERSHIP, INC.

A handwritten signature in blue ink, appearing to read "G. Fredette", is written over the company name.

George R. Fredette, P.E.
President



October 19, 2023

Tom Dube, Chair
Wakefield Planning Board
2 High Street
Sanbornville NH 03872

RE: **161 North Road Subdivision Application – waiver request
Map 110 Lot 6**

Mr. Tom Dube,

On behalf of Wyman's Cove LLC, owner of map 110 lot 6, SFC Engineering Partnership, Inc. (SFC) respectfully requests that the Planning Board waive the following section of the Town of Wakefield Development Regulations, Site Plan Review and Subdivision Regulations:

- **Article VI, Section 6.01.7 that requires Subdivision along a Class VI road, or any private road, shall not be approved unless the applicant upgrades such road to meet the design standards of this regulation and the Town's ordinances. The Class VI road or private road shall meet the "Suggested Minimum Design Standards for Rural Subdivision Streets" as published by NHDOT.**

This request is formatted in accordance with the provisions of Article IV, Section 4.016 Waiver Applications of the Wakefield Development Regulations, Site Plan Review and Subdivision Regulations, and we present our arguments to demonstrate that the outlined criteria is satisfied.

1. The strict application of these regulations would result in peculiar and exceptional practical difficulties or exceptional and undue hardship upon the owner of the affected property; or

The application proposes to retain North Road in its current condition and as a private road. It is currently functional and safe.

This application proposes the creation of one additional lot along North Road which will define the area where an existing home already exists. This small lot that is being created will not result in new construction, it is being created to define the ownership of the current occupant.

North Road is currently approved to provide access to 17 buildable lots. This subdivision does not create new or increased use on North Road.

Without this waiver, the enforcement of this regulation would mean upgrading approximately 2,200 lf of road for a road that is currently operational.

2. An alternative site plan or subdivision design approach which meets the purpose of the regulations equally well or better than compliance with the existing regulations.

Not used.

3. In either of the forgoing circumstances, the waiver may be granted so that justice may be done and the public interest secured, provided that such waiver will not have the effect of nullifying the intent and purposes of these Regulations, the Zoning Ordinance or the Master Plan.

The public interest is secured, as this is an existing functional and safe road.

SFC ENGINEERING PARTNERSHIP, INC.



George R. Fredette, P.E.
President

Wyman's Cove Subdivision 161 North Road Map 110 Lot 6

PROJECT NARRATIVE

PROJECT DESCRIPTION

Wyman's Cove LLC proposes subdivision of the property on Wakefield tax map 110 lot 6, with an address of 161 North Road. The subdivision will result in the creation of 2 new lots, for a total of 3 lots. This application was previously reviewed as a 5 lot subdivision.

EXISTING CONDITIONS

The property is 20.96 acres and located near the south shore of Balch Lake, with frontage along the north side of Acton Ridge Road, and including a 35' wide finger of land providing frontage on the lake. The northern portion of the property (approximately 3.1 acres, or 14%) is located within the Residential II zone, with the remaining in the Residential III zone. The northern third of the property toward the lake is located within the Aquifer Conservation Overlay District.

North Road is an existing 2200' long private road that occupies a right of way easement area along the east side of the subject lot. Wyman's View Drive is a private 50' wide right of way off the east side of North Road. In total, North Road and Wyman's View Drive provide access for 17 buildable lots. Currently, 9 of those lots are developed.

Gove Environmental Services performed wetland mapping on the property in December 2022. A large wetland system occupies approximately 4.2 acres, and therefore, portions of the property are within the Wetland Conservation Overlay Zoning District.

The majority of the property is tree covered. An existing single-family dwelling occupies the northern end of the property. This house has a driveway off North Road and the building is served by on-site water well and state-approved septic system.

Adjacent to the single family dwelling is a barn and new driveway that was constructed in the summer 2023.

Stormwater flow on this subject property is divided by a watershed boundary that is about 275' north of Acton Ridge Road. Most of the property slopes from south to north, toward the lake. This stormwater flows through a drainage channel on a portion of the property east of North Road. The portion of the property east of this high point (about 3.5 ac) drains southerly through a culvert and to lands south of Acton Ridge Road.

There are pockets of land on the subject parcel with slopes over 25% toward the northern third of the property.

No portion of the property is located within a flood hazard area, as interpreted from the Flood Insurance Rate Map for Carroll County, map number 33003C0780D, with an effective date of March 19, 2013.

The USDA Natural Resources Conservation Service (NRCS) web soil survey classifies the onsite soils as 47C Henniker fine sandy loam very stony (8 to 15% slopes and well drained), 459B Metacomet fine sandy loam very stony (3 to 8% slopes and moderately well drained), 647B Pillsbury fine sandy loam very stony (0 to 8% slopes and poorly drained), and 980C Henniker-Glouster fine sandy loam cool very stony (8 to 15% slopes and well drained). SFC observed test pits in May 2023, finding loamy sands with similar characteristics.

Overhead electric service currently extends along North Road.

PROPOSED DEVELOPMENT

Proposed development includes creation of 2 new single-family lots, for a total of 3 buildable lots on tax map 110 lot 6. All lots are designed to meet or exceed the minimum required lot area for 4-bedroom dwellings. Each lot will be served with on-site water well and septic system meeting state requirements.

One of the three buildable lots contains the existing dwelling at the north end of the property. The existing dwelling is accessed from North Road, while the other two new buildable lots will be accessed from Acton Ridge Road.

North Road will remain a private road. A new 50' right of way will be created to contain North Road. Association documents are included that outline responsibilities for properties along North Road to provide maintenance of the road.

ENVIRONMENTAL IMPACTS

There are neither wetland nor flood plain impacts proposed with this development.

STORM WATER MANAGEMENT

No change to stormwater management is proposed, as no new roads are proposed.

Stormwater flow on this subject property is divided by a watershed boundary that is about 275' north of Acton Ridge Road. Most of the property slopes from south to north, toward the lake. This stormwater flows through a drainage channel on a portion of the property east of North Road. The portion of the property east of this high point (about 3.5 ac) drains southerly through a culvert and to lands south of Acton Ridge Road.

WAIVER REQUEST

This application includes one waiver request as noted on the plan. North Road will remain in its current condition because there will be no traffic impacts on North Road.



**Wyman's Cove Subdivision
161 North Road Map 110 Lot 6**

SUBDIVISION PLAN IMPACT ASSESSMENT FORM

I. PUBLIC FACILITIES

A. Roads, Traffic, Snow Removal:

1. What will be the length in feet of roadways to be constructed?
Zero feet. No new road is proposed.
2. Estimate the traffic (vehicle movements) your development will generate at peak hours of the day.
**The Institute of Transportation Engineers Trip Generation Manual, 11th Edition calculates an average weekday rate 38 total trips are generated by the existing homes on North Road.
The existing dwelling on the subject lot will continue use of North Road.
The other two new buildable lots will be accessed from Acton Ridge Road.
There is no increased traffic on North Road, and an insignificant increase on Acton Ridge Road.**
3. How will this additional traffic affect the traffic capacity of existing streets, intersections, and bridges, which will access your development?
This increase in traffic from two new buildable lots will be insignificant compared to the overall traffic on Acton Ridge Road.
4. Estimate the cost of improvements, which will be necessary to enable these facilities to handle the traffic your development generates.
\$0
5. Have you provided access to land-locked abutters in your plans?
No land-locked abutters exist in this location.

B. Schools

1. Estimate how many school age children your development will generate.
Assuming 2 children per lot, this would result in 4 additional children.
2. How distant is your development from existing school bus routes?
If required, we anticipate a school bus stop at the intersection of North Road and Acton Ridge Road.

C. Police and Fire

1. Are you expecting a certain group of people to live in your development such as elderly, young families, etc.? (Identify)

No particular group will be targeted for this development. As such, it will be influenced by market demand.

2. Estimate law enforcement requirements that will be needed (patrol hours and equipment).

Zero, as this represents an insignificant increase in the number of lots within the town.

3. How distant is your development from the Town's Fire Station?

Approximately 6 miles to the Wakefield Fire Department Station 1.

4. What facilities have you placed in your development to assist fire department (dry hydrants, cistern, and cul-de-sacs for turning around?

None. There will be no physical differences in the uses nor new development along North Road.

D. Utilities

1. How far must existing electrical service be extended to service your development?

None, as electrical service is already provided along North Road.

2. What impact will your drainage system have?

None, as no additional drainage work is planned for North Road.

II. ENVIRONMENT

A. Vegetation

1. What type of natural vegetative cover presently exists on the site?

The site is mostly wooded.

2. Are any existing vegetative forms unique to this area?

There are no known vegetative forms unique to this area. We completed a data check with the NH Natural Heritage Bureau, which found no records of rare species or exemplary natural communities in the project area. See attached NHB DataCheck results with identification number NHB23-1674.

3. What portion of this vegetative cover will be disrupted by the development, both short and long term?

Wooded areas will need to be cut back for development of the single-family homes. A new single family home can be expected to disrupt about 1/4 acre of land, so total disturbed area will be about 1/2 acre.

4. How quickly will excavated areas be re-vegetated and what types of vegetation are proposed?
Cleared area will be loam and seeded. Cleared areas will be mulched and have temporary seeding in compliance with the NH Stormwater Manual, Volume 3 Erosion and Sediment Controls During Construction.
5. What restrictions or covenants are being placed in the deeds to ensure the vegetation is protected?
None are required.

B. Wildlife and Habitat

1. Does the proposed development disturb major wildlife habitat? (Coordinate with N.H. Fish and Game)
There is no known wildlife habitat. We completed a data check with the NH Natural Heritage Bureau, which found no records of rare species or exemplary natural communities in the project area. See attached NHB DataCheck results with identification number NHB23-1674. Based on this, no further consultation with NH Fish and Game is required.
2. If so, what measures will be taken to protect and/or reduce the impact on wildlife?
Not applicable per item B.1 above.

C. Drainage

1. How will the proposed development affect the natural drainage system?
**The development will use existing drainage channels, as such, no change to the current natural drainage system is required.
Individual home construction will incorporate appropriate Best Management Practices to minimize stormwater runoff volume and protect stormwater quality.**
2. What type of soils exists in the development area?
From NRCS web soil survey, soils are mapped as fine sandy loams. Test pits observed by this office observed more loamy sands, however with similar depths to seasonal highwater table as the mapped soils.
3. What type of easements will be made for streams and intermittent water run offs?
A new deed for the new lot 6A will prohibit development on that lot and will prohibit public access to Balch Lake.
4. What restrictions or covenants are being placed in the deeds to ensure that culverts, both on-site and off-site are appropriately sized to ensure adequate "way" for drainage (using 25 year storm standard)?
No new culverts are required.

D. Grading of Slopes

1. Will sloping landforms be graded in the proposed development?
Not significantly. The subdivision plan demonstrates that land outside the sloping areas is available for single family development.
2. What percent of the total sloping area will be graded?
Not applicable per item D.1 above.
3. What measures will be taken to control the runoff from the graded area?
Not applicable per item D.1 above.
4. What restrictions or covenants are being placed in the deeds to protect from erosion or flooding?
A new deed for the new lot 6A will prohibit development on that lot.
5. What is the composition of the soil and depth from top of slope to bottom (provide slope profile)?
Not applicable per item D.1 above.

E. Hydro geologic Impact

1. What percentage of your total acreage will be covered with impervious surfaces such as roofs, streets, and driveways?
Approximately 1.25 acres will be impervious, which includes North Road, existing and new dwellings, and existing and new driveways. This represents approximately 7% of the lot area.
2. Will any wet areas be drained or filled?
No wetland impacts are proposed with this subdivision.
3. Has this drainage or fill been coordinated with the Conservation Commission and an application made to N.H. Dredge and Fill?
Not applicable per item E.2 above.
4. Will any surface waters be diverted?
No surface water diversion is proposed with this subdivision.
5. How will the withdrawal of water from new wells, the construction and water diversion affect the groundwater table?
No impact will result, as the subdivision is for only 3 residential lots meeting the required minimum lot size.
6. How will the installation of septic systems affect the quality of the water in the area?
No impact to quality will result, as each new lot will meet the requirements set forth in NH Code of Administrative Rule Env-Wq 1000 Subdivisions; Individual Sewage Disposal Systems.

F. Soil

1. Will any topsoil be removed or added to the site?
No
2. Are there any structurally weak or unstable soils or ledge on the site that may require special attention? What action is proposed?
No
3. How will construction impact soil erosion and sedimentation? What control measures are proposed?
Construction is to follow requirements in the NH Stormwater Manual, Volume 3 Erosion and Sediment Controls During Construction.

G. Undevelopable Land

1. Is there any undevelopable land on the site (wetlands, bogs, marshes, etc.)?
Yes, there are wetlands on the lot, as well as some areas of slopes over 25%. These areas have not been counted toward the minimum lot areas.
2. Is the area being counted in the development and being used for open space?
No, wetlands areas and areas with slopes greater than 25% have not been counted toward the proposed lot areas.

There is existing open space on North Road from previous subdivision approval of Wyman's View Road, with no additional open space proposed.

3. Is the use of this land being controlled by deed restriction?
A new deed for the new lot 6A will prohibit development on that lot and will prohibit public access to Balch Lake.
4. Is the developer donating this land to a Homeowner's Association, the Conservation Commission, or the Town?
The North Road right of way will become a separate lot under control of a Homeowner's Association. See attached Private Road Maintenance Agreement
6. Will access to these lands be by means of trails or paths?
Not applicable per item G.2 above.

End

New Hampshire Natural Heritage Bureau

NHB DataCheck Results Letter

To: Dan Flores
183 Rockingham Rd.
Unit 3 East
Windham, NH 03087

From: NH Natural Heritage Bureau

Date: 5/31/2023 (This letter is valid through 5/31/2024)

Re: Review by NH Natural Heritage Bureau of request dated 5/31/2023

Permit Type: Wakefield Planning Board

NHB ID: NHB23-1674

Applicant: Dan Flores

Location: Wakefield
Tax Map: 110, Tax Lot: 6
Address: 161 North Road

Proj. Description: Propose subdivision of the 23 acre lot into 4 new lots.

The NH Natural Heritage database has been checked for records of rare species and exemplary natural communities near the area mapped below. The species considered include those listed as Threatened or Endangered by either the state of New Hampshire or the federal government. We currently have no recorded occurrences for sensitive species near this project area.

A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

Based on the information submitted, no further consultation with the NH Fish and Game Department pursuant to Fis 1004 is required.

New Hampshire Natural Heritage Bureau
NHB DataCheck Results Letter

MAP OF PROJECT BOUNDARIES FOR: NHB23-1674



**Private Road Maintenance Agreement
Wyman's View Drive and North Road
Wakefield, New Hampshire**

This Road Maintenance Agreement (the "Agreement") is made as of _____, 2023 (the "Effective Date"), by and among the Parties to this Agreement (as defined herein).

WHEREAS Certain parcels of real property located on private roads in the Town of Wakefield, Carroll County, State of New Hampshire, known as "Wyman's View Drive" and "North Road" (collectively, the "Roads") and further identified on a plan of land entitled, "Wyman's Cove Subdivision, 161 North Road, East Wakefield, NH," for Wyman's Cove LLC, prepared by SFC Engineering, dated February 23, 2023, and recorded in the Carrol County Registry of Deeds (the "Registry") at Plan Book _____, Page _____ are owned by the following persons: (i) Wymans Cove LLC pursuant to a Warranty Deed recorded in the Registry at Book 3600, Page 324, and pursuant to Warranty Deed recorded in the Registry at Book 3692, Page 448; (ii) [List all other signatories] ... Each of the foregoing persons are sometime individually hereinafter referred to as an "Owner, and collectively as the "Owners."

WHEREAS The Owners all have deeded access rights to the Roads as shown on the above referenced plan.

WHEREAS Certain of the Owners that have entered into this Agreement (each, a "Party," and collectively, the "Parties") desire that the respective duties and obligations of all existing and future Owners using the Roads be clearly defined and the Owners' rights protected with respect to the maintenance of the Roads.

NOW THEREFORE, the Parties agree, for good and valuable consideration, as follows:

1. **Formation of Wyman's Cove Maintenance Agreement.** The Parties hereby agree to form a New Hampshire Voluntary Corporation called Wyman's Cove Maintenance Association ("WCMA") for the purpose of administering this Agreement. Any person who owns property on the Roads will be entitled to be a member of WCMA (a "Member") for so long as he or she or it owns such property. If more than one person owns a lot, the owners of that lot will designate one person to be a Member. Each Member will be entitled

to one vote in the WCMA. WCMA's Officers (as defined below) will have the authority to apply for grant funds and other sources of revenue for purposes of maintaining and repairing the Roads, including repairing failed culverts. The provisions of this Agreement will govern each Party's obligations with respect to the Roads.

2. **Proportionate Sharing of Costs.** The Parties will equally share the responsibility for all costs incurred for the repair and maintenance of the Roads to provide continuous year-round access for all Owners, their guests, tenants and invitees, and for emergency, fire, rescue, police, construction, and maintenance vehicles. For purposes of this Agreement, equal share is determined by dividing (i) one; by (ii) the total number of developed lots owned by the Parties to this Agreement (currently 1/###) (the "Party's Percentage"). WCMA will open a bank account to collect the Parties' contributions and any other sources of revenue.
3. **Definition of Road Repair and Maintenance.** Road repair and maintenance will include:
 - a. **Normal Annual Maintenance.** The Roads, including the shoulders and culverts, if any, will be maintained in good condition and kept open to all vehicular traffic in all seasons of the year to provide access for all vehicles. All culverts now, or hereafter installed, will be kept clear and open. Potholes should not be allowed to develop and if they occur they are to be repaired as quickly as reasonably possible.
 - b. **Snow and Ice Removal.** The removal and disposal of all snow from the Roads will be performed in an appropriate and timely manner, in accordance with the customary practices of the Town of Wakefield. Accumulation of ice on the road surface will be addressed by appropriate and timely application of sand and salt (if permitted).
 - c. **Removal of Obstructions.** The removal and disposal of fallen limbs and trees, the clearing and removal of all brush and foliage which might obstruct the site of vehicles using the Roads will be performed as needed.
 - d. **Periodic Capital Improvements.** A capital reserve needs to be gradually and consistently developed each year to go towards funding replacements and/or refurbishments of the road surface and lateral and subjacent support of the Roads. The standards for construction applicable to the Roads shall be based upon practical necessity and long-term cost-benefit analysis rather than, necessarily, determined by the State of New Hampshire or the Town of Wakefield's specifications for publicly dedicated roadways.
 - e. **Emergency Repairs Initiated by Individual Party.** Any Party may unilaterally facilitate emergency maintenance and/or repairs on the Roads without approval of the Road Administrator (as defined below) or the other Parties up to an amount of \$500.00, and the other Parties agree to promptly reimburse the initiating Party in accordance with their share of the expense. For a problem with the right-of-way to rise to the level of an "emergency" it must present a threat to life, safety, or the potential for property damage. Such unilateral actions are not to be undertaken without first attempting to

contact the Road Administrator and requesting the Road Administrator to promptly undertake corrective action and to deal with the emergency. Should those efforts fail to result in the Road Administrator taking primary responsibility for immediate action, then the initiating Party may proceed unilaterally.

- f. **Road signs.** The Officers will post and maintain adequate road signs in accordance with the signage approved in the annual budget.
4. **Nature and Limits of Shared Use.** The Parties agree to ensure that the Roads shall remain accessible for access and egress at all times and will not be blocked by the Parties, their guests, tenants, invitees or other persons whose use of the Roads is sponsored by one of the Parties. Parking along the sides of the Roads is permissible anywhere along the entire roadway, so long as it is short-term and temporary. Any non-temporary parking on the Roads is prohibited. No Party will invite, encourage or allow any kind of traffic on the Roads that has the risk of damaging the Roads or impairing the fair use of the right-of-way by the other Parties, their guests, tenants, and invitees. Violations relating to the use of the Roads are to be reported to the Officers (as defined below) who will then be authorized to take the appropriate action.
5. **Administration of the Agreement.** WCMA will have a President, Treasurer, Secretary and Road Administrator (the "Officers") elected by the Members in accordance with the Articles of Association and Bylaws of WCMA. The Officers will act on behalf of WCMA to perform any of the aforementioned items as they pertain to the maintenance and repair of the Roads and to seek contribution from the Parties (and Owners that do not become a Party to this Agreement) as stated herein. The Officers will develop an annual operating budget (the "Annual Budget") for approval by the Members. The Annual Budget must be approved by at least a 67% vote of the Members. WCMA will collect from the Parties funds sufficient to meet the approved Annual Budget. The Officers will provide each Member with a copy of the proposed Annual Budget by February 1 of each year. Once approved, each Member shall pay their share of the Annual Budget within sixty (60) days of approval. At least annually, the Officers shall provide each Member with a summary of receipts from the Members and expenditures made. The Members will fund any shortfall of regular annual costs within twenty-one (21) days of written notice from the Officers; within sixty (60) days for any extraordinary charges; and within ten (10) days for any emergency repair expenditures. A 67% vote of the Members will be required to approve of any item of maintenance or repair that will exceed \$500.00; provided, however, the Parties agree that such approvals will not be unreasonably withheld.
6. **Road Maintenance Charge in Deeds.** To the extent that any deed conveying real property to the Owners references a Thirty Dollar (\$30.00) road maintenance charge, such road maintenance charge shall be superseded by this Agreement and the obligations herein.
7. **Amendment.** This Agreement may be amended by the affirmative written consent of 67% of the Parties and following such consent, such amendment shall be binding upon all Parties hereto.

8. **Dissolution.** In the event of acceptance of the Roads as public ways by the Town of Wakefield, no further business shall be conducted by WCMA, except for such actions as shall be necessary for the winding up of the affairs of the voluntary corporation and the distribution of its assets *pro rata* to the Parties. The Officers shall have full authority to wind up the affairs of the corporation and to make final distribution as provided herein. In the event of a termination of this Agreement, no Party hereto shall have any liability or further obligation to any other Party to this Agreement except that nothing herein will relieve any party from liability for any prior breach of this Agreement.
9. **Transfer.** This Agreement shall constitute a covenant running with the land and shall be appurtenant to, and benefit, and burden the subject lots.
10. **Costs of Enforcement.** Should any Party breach the terms of this Agreement, such Party will be liable to the other Parties for the cost of enforcing this Agreement concerning the breaching Party, including (without limitation) reasonable attorney's fees. Any necessary enforcement action may be taken by the Officers.
11. **Reimbursement By Non-Party Owners.** Notwithstanding any other provision of this Agreement, the Officers shall have the power to seek reimbursement for an equitable share of the cost of maintaining the Roads from Owners that have elected not to become Parties hereto, pursuant to New Hampshire law.
12. **Severability.** Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.
13. **Merger.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter herein. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party, except as set forth herein.
14. **Choice of Law.** This Agreement shall be construed in accordance with, and be governed by the laws of the State of New Hampshire, and any action arising hereunder or in connection herewith shall be heard before a court of competent jurisdiction within the State of New Hampshire.

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