

# Findings of Fact | Wetland Conditional Use Permit

## City of Portsmouth Planning Board

Date: June 20, 2024

Property Address: 346 Pleasant Street

Application #: LU-24-63

Decision:  Approve       Deny       Approve with Conditions

### Findings of Fact:

Per RSA 676:3, I: The local land use board shall issue a final written decision which either approves or disapproves an application for a local permit and make a copy of the decision available to the applicant. **The decision shall include specific written findings of fact that support the decision. Failure of the board to make specific written findings of fact supporting a disapproval shall be grounds for automatic reversal and remand by the superior court upon appeal, in accordance with the time periods set forth in RSA 677:5 or RSA 677:15, unless the court determines that there are other factors warranting the disapproval.** If the application is not approved, the board shall provide the applicant with written reasons for the disapproval. If the application is approved with conditions, the board shall include in the written decision a detailed description of all conditions necessary to obtain final approval.

In order to grant Wetland Conditional Use permit approval the Planning Board shall find the application satisfies criteria set forth in the Section 10.1017.50 (Criteria for Approval) of the Zoning Ordinance.

	<b>Zoning Ordinance Sector 10.1017.50 Criteria for Approval</b>	<b>Finding</b> (Meets Criteria for Approval)	<b>Supporting Information</b>
<b>1</b>	<i>1. The land is reasonably suited to the use activity or alteration.</i>	<b>Meets</b>  <b>Does Not Meet</b>	The fence already exists and the replacement would be in the same location. The existing fence is in various stages of disrepair and needs replacement for safety and aesthetic reasons.
<b>2</b>	<i>2. There is no alternative location outside the wetland buffer that is feasible and reasonable for the proposed use, activity or alteration.</i>	<b>Meets</b>  <b>Does Not Meet</b>	As residents use this backyard for recreation and other benefits, the area must continue to be fenced in. There is no other feasible area on the property that can accommodate an outdoor space for the residents.

	<b>Zoning Ordinance Sector 10.1017.50 Criteria for Approval</b>	<b>Finding</b> (Meets Criteria for Approval)	<b>Supporting Information</b>
<b>3</b>	<i>3. There will be no adverse impact on the wetland functional values of the site or surrounding properties.</i>	<b>Meets</b> <b>Does Not Meet</b>	The application proposes a complete replacement of the fence by hand, which will reduce impact on soil and buffer disturbance.
<b>4</b>	<i>4. Alteration of the natural vegetative state or managed woodland will occur only to the extent necessary to achieve construction goals.</i>	<b>Meets</b> <b>Does Not Meet</b>	No vegetation is proposed to be removed with this construction, only minor pruning if necessary to disentangle vegetation from the existing fence.
<b>5</b>	<i>5. The proposal is the alternative with the least adverse impact to areas and environments under the jurisdiction of this section.</i>	<b>Meets</b> <b>Does Not Meet</b>	Leaving the exiting fence to rot further would increase the safety hazard or the applicant could use machinery and/or concrete to install the fence posts which could have a much greater impact to the buffer and pond. The proposal to do this work by hand is the alternative with the least adverse impact to replace the existing fence.
<b>6</b>	<i>6. Any area within the vegetated buffer strip will be returned to a natural state to the extent feasible.</i>	<b>Meets</b> <b>Does Not Meet</b>	While a portion of the fence will be replaced within the 25' vegetated buffer, the applicant has stated that no vegetation shall be removed as part of this project, only pruned if necessary.
<b>7</b>	<b><u>Other Board Findings:</u></b>		



City of Portsmouth

1 Junkins Ave

Portsmouth, NH 03801

May 19<sup>th</sup>, 2024

To the attention of the Conservation Commission, Historic District, and Planning Board:

We, Wentworth Senior Living, agree to subscribe to a maintenance plan for keeping in good condition the proposed vinyl fence along the perimeter of our rear garden area at 346 Pleasant St that includes pressure washing the vinyl fencing with water only. This requirement comes from the decision at the May 2024 Conservation Commission Meeting approving fence replacement with stipulations. To ensure this information remains accessible to the appropriate parties at Wentworth Senior Living, instructions for the fence maintenance plan will be affixed to the pressure washer and will exist electronically on a drive folder accessible to any office staff who may be responsible for scheduling maintenance of the fence. The simple instructions attached to the pressure washer are included here on a separate sheet. All documents regarding the fence replacement project exist electronically in a shared drive to applicable staff.

**MADISON ABBOTT**

*Property Manager*

Direct: 603-570-7884

[mabbott@wentworthseniorliving.org](mailto:mabbott@wentworthseniorliving.org)

346 Pleasant St. | Portsmouth | NH 03801

Ph: 603-436-0169 | F: 603-436-2040

## ATTENTION

As part of a stipulation for the installation of the garden perimeter fence, only water is to be used while pressure washing the fence. Please ensure soap dispenser is empty or disconnected. Washing frequency should be 2x/year.



Conservation Commission Chair  
City of Portsmouth Conservation Commission  
1 Junkins Ave  
Portsmouth, NH 03801  
April 21<sup>st</sup>, 2024

To the attention of the Chairperson for the Conservation Commission:

We, Wentworth Senior Living at 346 Pleasant St, in an effort to meet the standards and expectations of the residents and families we serve, find it is time to replace the existing fence enclosing our garden area. The fence is a necessity in allowing our residents to maintain independence for longer, as it gives a definite border to a safe space. The fence's edge currently stands at approximately 20ft within the 25ft vegetated buffer along North Mill Pond, which disqualifies the project from seeking a Wetland Conditional Use Permit exemption. Being so, we request a Wetland Conditional Use Permit to perform this project.

The scope of this project is to remove the existing painted cedar fence, installed in 2015, with a longer lasting vinyl material with the same aesthetic and same footprint. Installation is to be conducted with a no-dig, no-aggregate method. The new posts will use the existing post holes with the vinyl to be sleeved over steel posts hand-driven into the ground to increase stability of the posts. This is in replacement of the industry-standard concrete footings in an effort to minimize impact to the ground. There are fifty posts with nominal measurements of 6"x6" set below grade within the 100ft vegetated buffer, for an actual cumulative below-grade impact of 10ft<sup>2</sup>. Lineal footage is approximately 500ft for the entire project for a cumulative project size of approximately 200ft<sup>2</sup>. The majority of fence to be replaced is within the 100ft wetland buffer. We aim not to disrupt any existing plant life for the installation of the new fence, apart from normal annual pruning maintenance.

We seek to use vinyl material for this project, going against the Historic District preferred materials, because of the reduction to impact at the waterline over time. The selected product has a material warranty of thirty years, at which time we will have replaced a wooden fence three more times and painted more than ten times. Vinyl has the added advantage of being a paintless product, removing the issue of paint chips going airborne and ending up in the water. As a lower maintenance product overall, we think the Commission should find the fence being replaced with vinyl is in alignment with the mission to minimize impacts to and protect the Portsmouth wetlands.

**MADISON ABBOTT**  
*Property Manager*  
Direct: 603-570-7884  
[mabbott@wentworthseniorliving.org](mailto:mabbott@wentworthseniorliving.org)  
346 Pleasant St. | Portsmouth | NH 03801  
Ph: 603-436-0169 | F: 603-436-2040



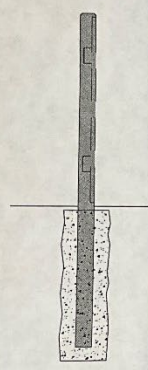




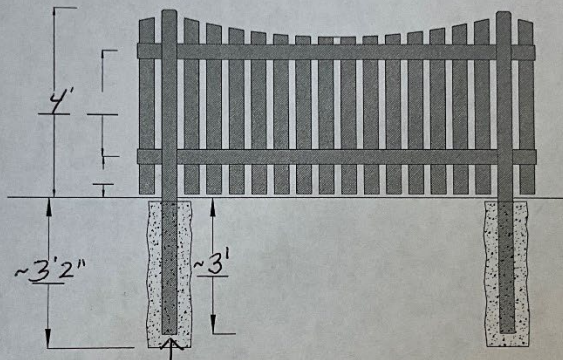
Existing Aerial View, Fencing overlined in red, buffer themes applied



Top View



Side View



Front View

2" steel post



Project:	Wentworth Senior Living	
Site Location:	346 Pleasant st	Date:
	Pertsmouth, NH	Drawing # W-03

Cut sheet for new fence panels





Legend® Vinyl Fencing by Master Halco offers vinyl fencing to meet your every need. With a variety of fence styles, colors and accessories, you are free to create a secluded space for entertaining and relaxing, add charm and curb appeal to your home or add a pool-code approved fence for peace-of-mind.

Legend is low-maintenance, so you can forget about ever needing to paint, sand or stain your fence again! Our 100% vinyl PVC combines the most stringent quality standards with the most innovative compounds to produce a product that won't peel, flake, corrode, rot, rust or attract termites.



A Tradition of Fencing Solutions



Legend® Dogear Straight - White



Legend® Privacy - White



Closed Picket 3-Rail - White

## Legend® and Impressions® Vinyl Fence by Master Halco Transferable Limited Lifetime Warranty

### WHO IS COVERED

The limited lifetime warranty covers single-family residential properties only. This limited warranty extends to the original purchaser and one (1) individual transferee as specified herein.

If the original purchaser is a corporation, partnership, unincorporated association, or a government or public entity, including, but without limitation to, a church or school, any other type of building or property the warranty period will be thirty (30) years following the original date of Product purchase. This warranty applies to systems constructed entirely of components manufactured and/or supplied by Master Halco. The thirty (30) year limited warranty for commercial installations cannot be transferred.

### TRANSFEREE COVERAGE

Limited lifetime warranty coverage will be extended to one transferee on the above listed products with the following limitations: Transfer shall only be from residential homeowner (original Product purchaser) to a second homeowner. Transferee must obtain an original or copy of the initial sales receipt (with proof of date) from the previous owner(s). Additionally, if fence is purchased from a builder or installer, documentation must be supplied that names the product installed on property and date of transfer. Notwithstanding such transfer, the warranty is **valid thirty (30) years from the date of the original purchase**.

If the original purchaser is a corporation, partnership, unincorporated association, or a government or public entity, including, but without limitation to, a church, school or any other type of building or property, the thirty (30) year limited warranty cannot be transferred.

### WHAT IS COVERED BY THIS LIMITED WARRANTY

Master Halco warrants Legend® and Impressions® Vinyl Fence products ("Product") will be free from defects in material and workmanship for the warranty period. This limited warranty is valid beginning on the date of Product purchase.

Master Halco warrants the Product against peeling, flaking, rotting, chipping, cracking, blistering, or abnormal discoloration/fading\* under normal atmosphere and weather conditions for as long as you own your home or, if transferred, from **thirty (30) years from the date of the original purchase**. Separate and distinct warranties for hardware and other products are not covered under this warranty.

\*After prolonged exposure to outdoor environments, all products will experience some gradual fading over time and is considered normal (up to a standard variation determined by Delta E color measurement, not to exceed Delta 5). Degrees of fading vary depending on geographical location, air pollution, exposure and other factors. Normal deterioration of color is not covered under this warranty.

### WHAT THIS WARRANTY DOES NOT COVER

This limited warranty will not cover a change in color due to a buildup of accumulation of stains, dirt, mold, mildew or any other deficiency caused by lack of any maintenance by the owner. This limited warranty does not cover damage resulting from: misuse, abuse, improper storage or handling, improper installation, other vinyl products and accessories not manufactured by Master Halco, or manufactured for specific use in vinyl fence applications; damage caused by events beyond human control including but not limited to damage caused by animals or natural events; impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God; movements, distortion, collapse or settling of ground or structure on which the fence is installed; distortion or melting due to external heat sources; fence that has been painted, varnished, or coated over manufacturer's finish. This limited warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product.

### PROTECTING YOUR RIGHTS

To protect your rights under this warranty, please return the attached registration form\*\* to Master Halco, with the certification of your dealer, completed within 30 days of purchase. Warranty coverage is not conditional upon the return of the warranty registration form, provided you can furnish proof that the Legend® and/or Impressions® Vinyl Fence System was supplied by Master Halco and meets all of the requirements. A properly filled out warranty registration form, completed by you and your dealer, is your best proof of coverage under this limited warranty.

### GENERAL CONDITIONS AND EXCLUSIONS

THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO INSTALL THE REPLACEMENT COMPONENTS, DELIVERY CHARGES, SALES TAX OR ANY OTHER CHARGES, NOR IS MASTER HALCO REQUIRED TO PROVIDE SUCH LABOR OR SERVICE.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MASTER HALCO MAKES NO OTHER EXPRESS WARRANTIES, AND DOES NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. MASTER HALCO NEITHER ASSUMES NOR AUTHORIZES ANY OTHER LIABILITY OR OBLIGATION IN CONNECTION WITH THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS PRODUCT, IS LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MASTER HALCO BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THIS PRODUCT OR FOR ANY BREACH OF WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS WARRANTY IS APPLICABLE ONLY TO SYSTEMS INSTALLED WITHIN THE CONTINENTAL UNITED STATES AND CANADA.

MASTER HALCO RESERVES THE RIGHT TO DISCONTINUE OR MODIFY ANY OF ITS PRODUCTS, INCLUDING THE COLOR OF ITS PRODUCTS WITHOUT NOTICE TO THE PURCHASER. MASTER HALCO DOES NOT WARRANT THAT ANY REPLACEMENT MATERIAL WILL MATCH OR BE IDENTICAL TO THE ORIGINAL PRODUCT AS REPLACEMENT PRODUCTS MAY VARY IN COLOR OR GLOSS IN COMPARISON TO THE ORIGINAL PRODUCT AS A RESULT OF NORMAL WEATHERING.

THIS WARRANTY IS EFFECTIVE FOR PRODUCTS PURCHASED AFTER JANUARY 1, 2017.

### 50 YEARS OF EXCELLENCE

Master Halco is North America's largest manufacturer and distributor of fencing materials. For more than 50 years, Master Halco has been the provider of choice for thousands of professional fence contractors and quality building material retailers. At Master Halco we provide a variety of high quality fence solutions: from chain-link to wood fencing; ornamental iron to vinyl; swimming pool fence to dog kennels; you can trust all your fencing needs to Master Halco.

\*\*Registration form is available from your dealer and/or contractor.

Copyright © 2017 Master Halco, Inc. All rights reserved.

## 50 YEARS OF EXCELLENCE

Master Halco is North America's largest manufacturer and distributor of fencing materials. For more than 50 years, Master Halco has been the provider of choice for thousands of professional fence contractors and quality building material retailers. At Master Halco we provide a variety of high quality fence solutions: from chain-link to wood fencing; ornamental iron to vinyl; swimming pool fence to dog kennels. You can trust all your fencing needs to Master Halco.

### Legend® Transferable Limited Lifetime Warranty Registration Card

Thank You for your purchase of your Legend product. Please take a moment to register your product to ensure your receipt of all the Legend warranty benefits.

REQUIRED INFORMATION: (PLEASE PRINT)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Date Purchased: \_\_\_\_\_

Legend Product Purchased: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Date Installed: \_\_\_\_\_

Installer's Company Name: \_\_\_\_\_

Return this form to:

Master Halco Inc  
3010 LBJ Freeway, Suite 800  
Dallas, TX 75234

Zip Code: \_\_\_\_\_





Master Halco Inc  
3010 LBJ Freeway  
Suite 800  
Dallas, TX 75234



Warranty and care information for proposed new fencing

Place  
Stamp  
Here

### Legend® Vinyl Fence by Master Halco Care & Maintenance Instructions

• **How Do I Clean My Vinyl Fence?**

- On occasion you may want to spray your fence with a garden hose. This will remove grass clippings, dirt and fertilizer chemicals and keep it looking as new as possible.
- To remove minor stains use soap and water.
- For removal of major stains use a plastic safe degreaser or a 10:1 water / bleach mixture.

• **How Will My Vinyl Fence Perform in Hot and Cold Weather Conditions?**

- Vinyl becomes less flexible in cold weather. However, unless subjected to unusual or extreme impact, it will not break. It is normal for materials to expand and contract with changes in temperature. Flexibility is common and a benefit of vinyl fence, which allows it to maintain its strength and shape. Your fence is engineered to withstand normal changes in temperature and changing climates.

• **Will My Colored Vinyl Fence Fade?**

- Yes, all building products when exposed to sunlight gradually weather over time depending on your climate; this is called normal weathering.

• **Will My White Vinyl Fence Turn Yellow?**

- Any white product will gradually dull or fade over time, but this should not be noticeable to you.

• **Will My Vinyl Fence Chalk?**

- Light chalking is a normal occurrence of all vinyl products. Washed away by rainfall and normal changes in weather, this process helps to keep your fence looking like new.

• **Can I Paint My Fence?**

- There is no reason to paint your fence. Your fence comes in a variety of color choices to satisfy any yard décor. If you decide to paint your fence, you will void the warranty.

• **Does My Warranty Cover Gate Adjustments?**

- Unfortunately, no. Gate adjustments and leveling are normal care and maintenance items that the home owner is responsible for.

**To Maximize The Life Of Your Fence, Address These Areas:**

- Adjust the gate every Spring – (As a reminder, gate adjustments and leveling are normal care and maintenance items that the homeowner is responsible for)
- Oil the gate hinges, and tighten the screws once a year.
- Do not let the gate swing in the wind. Keep it secured.
- Deter children from swinging on the gate.
- Re-tamp and realign the loose posts.
- Do not stack or mount any objects or material near your fence.



Master Halco Inc  
3010 LBJ Freeway  
Suite 800  
Dallas, TX 75234  
(972) 714-7300  
(800) 883-8384 Toll Free  
[www.masterhalco.com](http://www.masterhalco.com)



A Tradition of Fencing Solutions



A Tradition of Fencing Solutions

Care & Maintenance Instructions  
Warranty Coverage



Sample install of proposed new fencing from actual installation by vendor





Existing fence : 11 images

































