THE SUPREME COURT OF NEW HAMPSHIRE

Grafton
Case No. 2024-0636
Citation: Martell v. Gold Bess Shooting Club, LLC, 2026 N.H.1

CONSTANCE MARTELL & a.

v.

GOLD BESS SHOOTING CLUB, LLC & a.

Argued: November 12, 2025
Opinion Issued: January 23, 2026

Cooper Cargill Chant, P.A., of North Conway (Christopher T. Meier and John M. Crabbs on the brief, and Christopher T. Meier orally), for the plaintiffs.

Law Offices of Martha A. Dean, LLC, of Avon, Connecticut (Martha A. Dean and Nathaniel S. Schindler on the joint brief, and Martha A. Dean orally), and Bernstein Shur, P.A., of Manchester (Edward J. Sackman on the joint brief), for defendant Gold Bess Shooting Club, LLC.

Strang, Scott & Giroux, LLP, of Concord (Corey N. Giroux on the joint brief), for defendant Caulder Construction, LLC.

DONOVAN, J.

[¶1] The plaintiffs, twenty-three landowners, appeal an order issued by the Superior Court (MacLeod, J.) granting the defendants, Gold Bess Shooting Club, LLC (Gold Bess) and Caulder Construction, LLC (Caulder), summary judgment as to the plaintiffs' noise-related nuisance claims. The plaintiffs argue that the trial court erred in awarding the defendants summary judgment on these claims because: (1) to receive immunity from a noise-related nuisance claim under RSA 159-B:1 (2023) and RSA 159-B:2 (2023), Gold Bess's shooting range must have been lawfully established, lawfully constructed, or lawfully in operation when the Town of Woodstock's noise ordinance went into effect; and (2) the defendants' alleged violations of state wetlands and terrain alteration statutes precluded the range from meeting that requirement. The plaintiffs also argue that the range was not "established" within the meaning of RSA 159-B:1 and RSA 159-B:2 merely by Gold Bess's registering as a limited liability company (LLC).

[¶2] We hold that RSA 159-B:1 and RSA 159-B:2 require compliance only with any existing noise ordinance, not with other laws. Further, the range "began operations," for the purpose of RSA 159-B:1 and RSA 159-B:2, before Woodstock enacted its noise ordinance. See RSA 159-B:1, :2. The range is thus immune, under these provisions, from noise-related legal claims. Accordingly, we affirm.

I. Facts

[¶3] The summary judgment record establishes the following facts. Caulder owns a tract of thirty-four acres in Woodstock. In July 2020, Gold Bess registered as an LLC with the State of New Hampshire and leased a section of Caulder's tract. Gold Bess then built a shooting range on this land and held soft and grand opening events for the public in late October. Before the range opened to the public, however, the defendants had received notification from the New Hampshire Department of Environmental Services (DES) that someone had filed a complaint alleging that the defendants' improvements to the tract violated RSA 485-A:17 (2024), the statute governing terrain alteration.

[¶4] On November 5, 2020, after inspecting the range, DES informed the defendants that it had determined that the range did not comply with RSA chapter 482-A (2024 & Supp. 2024), the wetlands statute, or RSA 485-A:17. It instructed the defendants to apply for an alteration of terrain permit and take other steps to remedy these violations.

[¶5] The plaintiffs — neighboring residents and landowners — sued the defendants on November 10, 2020, alleging environmental and safety nuisance claims. After Woodstock enacted a noise ordinance in April 2021, the plaintiffs

amended their complaint to add noise-related nuisance claims. See Woodstock, N.H., Code of Ordinances, Regulation of Noise Ordinance (2021) (amended 2022).

[¶6] In June 2021, Caulder applied for an after-the-fact terrain alteration permit, which DES issued in November 2021. In February 2022, Caulder also applied for a standard dredge and fill wetlands permit, as mandated by RSA 482-A:3.

[¶7] Subsequently, the defendants raised RSA 159-B:1 and RSA 159-B:2 immunity as affirmative defenses to the plaintiffs' noise-related claims, and Gold Bess also filed a counterclaim seeking a declaratory judgment that the range was "exempt from civil liability, immune from nuisance actions, and not subject to being enjoined" under RSA chapter 159-B (2023). The plaintiffs moved for partial summary judgment as to the defendants' affirmative defenses and Gold Bess's counterclaim under RSA chapter 159-B.

[¶8] The defendants filed a joint cross-motion for summary judgment and objection to the plaintiffs' motion. As relevant to this appeal, the defendants' motion argued that the alleged statutory violations were irrelevant to their immunity to noise-related legal actions under RSA 159-B:1 and RSA 159-B:2. The trial court granted the defendants summary judgment on the noise-related claims and denied the plaintiffs' motion.[1] This appeal followed.

II. Analysis

[¶9] "To obtain summary judgment, the moving party must show that there 'is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.'" O'Malley-Joyce v. Travelers Home & Marine Ins. Co., 175 N.H. 245, 250 (2022) (quoting RSA 491:8-a, III (2010)). When reviewing the trial court's rulings on cross-motions for summary judgment, we consider the evidence in the light most favorable to each party in its capacity as the nonmoving party. Boyle v. City of Portsmouth, 172 N.H. 781, 785 (2020). "[I]f no genuine issue of material fact exists, and if the moving party is entitled to judgment as a matter of law, we will affirm the grant of summary judgment." Id.

[¶10] Resolving the parties' dispute requires us to interpret RSA 159-B:1 and RSA 159-B:2. "Statutory interpretation presents a question of law," which we review de novo. Appeal of N.H. Troopers Ass'n, 175 N.H. 167, 171 (2022).

[1] The court also granted the defendants' motion for summary judgment as to the plaintiffs' claim that RSA chapter 159-B violated their equal protection rights under the New Hampshire and United States Constitutions. See N.H. CONST. pt. I, art. 12; U.S. CONST. amend. XIV, § 1. The court denied the defendants' motion for summary judgment as to the plaintiffs' environmental and safety nuisance claims. The plaintiffs then moved to voluntarily nonsuit their remaining claims. The court granted this motion, over the defendants' objection.

"When examining the statutory language, we ascribe the plain and ordinary meaning to the words used in the statute." Id. "We do not consider words and phrases in isolation, but, rather, within the context of the statute as a whole." Id. at 171-72. "We construe all parts of a statute together to effectuate its overall purpose and to avoid an absurd or unjust result." Id. at 172. "We interpret the statute as written and will not consider what the legislature might have said or add language that the legislature did not see fit to include." Id. "The same word may have different meanings in different parts of the same statute." State v. Desmarais, 81 N.H. 199, 205 (1924); see Ocasio v. Fed. Express Corp., 162 N.H. 436, 451 (2011) (explaining that upon showing of contrary intent, same word may have different meaning in other parts of statute).

[¶11] "If the language of the statute is clear and unambiguous, we will not look beyond the language of the statute to determine its meaning." Appeal of N.H. Troopers Ass'n, 175 N.H. at 172. For instance, "[u]nless we find statutory language to be ambiguous, we need not examine legislative history." Hardy v. Chester Arms, LLC, 176 N.H. 421, 429 (2024), 2024 N.H. 5, ¶16. "A statute is ambiguous if its language is subject to more than one reasonable interpretation." Id. (quotation omitted).

[¶12] RSA chapter 159-B "contains various provisions granting owners, operators, and users of shooting ranges immunity from civil and criminal liability in certain circumstances." Monadnock Rod and Gun Club v. Town of Peterborough, 177 N.H. 70, 78 (2024), 2024 N.H. 61, ¶22. The statute "primarily protects existing shooting ranges from liability related to noise." Residents Defending Their Homes v. Lone Pine Hunter's Club, 155 N.H. 486, 487 (2007). For example, RSA 159-B:1 provides, in relevant part:

> [N]o person who owns, operates, or uses a shooting range in this state shall be subject to civil liability or criminal prosecution in any matter relating to noise or noise pollution, provided that the owners of the range are in compliance with any applicable noise control ordinances in existence at the time the range was established, was constructed, or began operations.

(Emphasis added.) RSA 159-B:2 similarly states:

> The owners, operators, or users of shooting ranges shall not be subject to any action for nuisance and no court shall enjoin the use or operation of a range on the basis of noise or noise pollution, provided that the owners of the range are in compliance with any noise control ordinance that was in existence at the time the range was established, was constructed, or began operations.

(Emphasis added.)

A. Type of Compliance Required Under RSA 159-B:1 and RSA 159-B:2

[¶13] On appeal, the plaintiffs contend that our holding in Residents Defending Their Homes that the phrase "in operation" in RSA 159-B:4 refers only to ranges in lawful operation requires that the owner or proprietor of a range show lawful establishment, lawful construction, or lawful operation to receive the protections afforded by RSA 159-B:1 and RSA 159-B:2. See Residents Defending Their Homes, 155 N.H. at 488-89. According to the plaintiffs, the defendants' alleged violations of the wetlands and alteration of terrain statutes preclude them from demonstrating that the range was lawfully constructed, established, or in operation when Woodstock enacted its noise ordinance. Thus, the plaintiffs argue, RSA 159-B:1 and RSA 159-B:2 do not immunize the defendants from the plaintiffs' noise-related nuisance claims. The defendants counter that RSA 159-B:1 and RSA 159-B:2 mandate only compliance with the applicable version of any noise ordinance, not other laws. We agree with the defendants.

[¶14] By their plain texts, RSA 159-B:1 and RSA 159-B:2 require only compliance with pertinent noise control ordinances. See RSA 159-B:1 ("provided that the owners of the range are in compliance with any applicable noise control ordinances"); RSA 159-B:2 ("provided that the owners of the range are in compliance with any noise control ordinance"). Therefore, the defendants' alleged infringements of the wetlands and alteration of terrain statutes do not preclude their immunity from noise-related claims. This interpretation of RSA 159-B:1 and RSA 159-B:2 accords with our prohibition against adding words to statutes' plain text. See, e.g., Appeal of Laconia Patrolman Assoc., 164 N.H. 552, 555-56 (2013) (declining to impose statutory duty on police commission because imposing this duty "would require adding words to the statute that the legislature did not see fit to include"). Because RSA 159-B:1 and RSA 159-B:2 are unambiguous, "we need not examine legislative history," Hardy, 176 N.H. at 429, 2024 N.H. 5, ¶16.

[¶15] Nor are we persuaded by the plaintiffs' argument that Residents Defending Their Homes requires a range owner claiming immunity under RSA 159-B:1 and RSA 159-B:2 to demonstrate that its establishment, construction, or operation be "lawful" in all respects. That case concerned the phrase "in operation" in RSA 159-B:4, which we interpreted to refer only to ranges in lawful operation. Residents Defending Their Homes, 155 N.H. at 488-89. The scheme of RSA chapter 159-B supports interpreting RSA 159-B:1 and RSA 159-B:2 differently than RSA 159-B:4.

[¶16] The protections provided by RSA 159-B:1 and RSA 159-B:2 differ significantly from the protections afforded by RSA 159-B:4. RSA 159-B:1 and :2 are immunity statutes designed to exempt range owners from liability for noise if their ranges are in compliance with any municipal noise ordinances when the range was established, was constructed, or began operations. By

contrast, RSA 159-B:4 is a broad vesting statute. It prohibits the application of after-enacted laws "to prohibit or limit the scope of the shooting activities" at a range "which was in operation" before the enactment of the law in question. RSA 159-B:4. It is well established in New Hampshire that land-use rights become vested only if the property owner's use is lawful. See Town of Salem v. Wickson, 146 N.H. 328, 330 (2001). In Residents Defending Their Homes, we simply incorporated a principle governing vested rights in our construction of RSA 159-B:4. See Residents Defending Their Homes, 155 N.H. at 488-89. Because RSA 159-B:1 and :2 create civil and criminal immunity under specified circumstances, however, the law of vested rights has no application to this case.

[¶17] Moreover, unlike RSA 159-B:4, the plain text of RSA 159-B:1 and the plain text of RSA 159-B:2 prevent any risk that these provisions would operate to "make lawful that which was unlawful before the statute was enacted." Residents Defending Their Homes, 155 N.H. at 489. Our cases applying RSA 159-B:4 are illustrative. For instance, in Residents Defending Their Homes, we considered whether a town could retroactively enforce its zoning ordinance, which required site plan review before any gun club's construction, against a club that had previously opened in violation of the formerly applicable ordinance's wholesale prohibition on gun clubs. Id. at 488-90. Importantly, the new ordinance altered the exact law the club had violated: the previously applicable zoning ordinance's total ban on gun clubs. Id. at 486-88. In fact, because the new ordinance allowed gun clubs to open, it was less restrictive than the earlier version had been. See id. at 486-87. This context informed our conclusion that the phrase "in operation" in RSA 159-B:4 protected only ranges' lawful uses and that, therefore, the town could retroactively enforce its new zoning ordinance on the gun club. See id. at 489-90. We explained that "[w]e cannot conclude that the statute was intended to shield a use which was illegal" even before the new ordinance's enactment. Id. at 489.

[¶18] Similarly, in Monadnock Rod and Gun Club, we again determined that RSA 159-B:4 should not protect a range that had operated in violation of the ordinance at issue even before the town altered it. See Monadnock Rod and Gun Club, 177 N.H. at 78, 2024 N.H. 61, ¶23. In that case, a shooting range did not secure the town's approval before reorienting and partially rebuilding the range's outdoors facilities, as the previously applicable zoning ordinance required. Id. at 72, 75, 2024 N.H. 61, ¶¶2, 13. We held that RSA 159-B:4 did not shield the range from retroactive application of the amended ordinance's mandate that shooting ranges be indoors. Id. at 73, 78, 2024 N.H. 61, ¶¶3, 23.

[¶19] By contrast, RSA 159-B:1 and RSA 159-B:2 carry no risk of shielding an already-illegal use. These provisions offer only noise-related immunity, and they do so only for those ranges in compliance with any noise

ordinances "in existence at the time the range was established, was constructed, or began operations," RSA 159-B:1, :2. Thus, unlike RSA 159-B:4, these provisions cannot be interpreted to make an already-illegal use lawful. Accordingly, we reject the plaintiffs' assertion that Residents Defending Their Homes compels us to insert a requirement of "lawful" establishment, construction, or operation into the plain texts of RSA 159-B:1 and RSA 159-B:2.

B. Range's Establishment, Construction, or Operations Before Noise Ordinance's Enactment

[¶20] The plaintiffs next contend that for a range to be "established" under RSA 159-B:1 and RSA 159-B:2, the property to be used must be established, and thus Gold Bess's mere registration as an LLC did not establish the range. The defendants counter that the trial court correctly determined that Gold Bess's LLC registration established the range, but that regardless, Gold Bess also entered into a leasing agreement with Caulder in July 2020, thereby establishing the range's property. We need not reach the question of when the range was established because it began operating before the town adopted its noise ordinance.

[¶21] As discussed above, to receive immunity from noise-related litigation under RSA 159-B:1 and RSA 159-B:2, a range need only show compliance with any pertinent noise ordinances "in existence at the time the range was established, was constructed, or began operations." Here, irrespective of when Gold Bess's range "was established," the record demonstrates that the range "began operations," RSA 159-B:1, :2, before Woodstock enacted its noise ordinance.

[¶22] RSA 159-B:8 defines "[s]hooting range" as "a property or properties designed and operated for persons using [guns]." However, RSA chapter 159-B does not define when a shooting range has begun operations. "When a term is not defined in the statute, we look to its common usage, using the dictionary for guidance." Appeal of Port City Air Leasing, Inc., 177 N.H. 149, 153 (2024), 2024 N.H. 71, ¶10. The plain meaning of "begin" is "to set about or enter on some course or operation." Merriam-Webster's Unabridged Dictionary, https://unabridged.merriam-webster.com/unabridged/begin (last visited Jan. 22, 2026). The plain meaning of "operation" is "the quality or state of being functional or operative." Merriam-Webster's Unabridged Dictionary, https://unabridged.merriam-webster.com/unabridged/operation (last visited Jan. 22, 2026).

[¶23] The trial court correctly determined in its summary judgment order that there was no genuine issue as to the following facts: Gold Bess "operates an outdoor shooting range," and the range opened to the public in October 2020. As such, the range "began operations" when the facility opened to the

public and thereby became functional as a shooting range. This opening occurred before Woodstock enacted its noise ordinance in April 2021. See RSA 159-B:1, :2. We considered similar facts to those presented here in Sara Realty v. Country Pond Fish & Game Club, 158 N.H. 578, 579-80 (2009), and held that "RSA 159-B:2 . . . operate[d] as [an] independent statutory bar[] to Sara Realty's nuisance cause of action," id. at 582, because "no noise regulation predated Country Pond's continuously operating [s]hooting range," id. at 581 (quotation omitted). Gold Bess's range is therefore immune from noise-related claims under RSA 159-B:1 and RSA 159-B:2, and we need not address whether the range was also "established" or "constructed" before Woodstock enacted its noise ordinance.

III. Conclusion

[¶24] In summary, we conclude that the defendants' alleged violations of the wetlands and alteration of terrain statutes do not preclude the applicability of RSA 159-B:1 and RSA 159-B:2. We further conclude that, because the range "began operations" before Woodstock adopted its noise ordinance, the defendants are immune from the plaintiffs' noise-related legal claims under RSA 159-B:1 and RSA 159-B:2. Accordingly, we affirm.

Affirmed.

MACDONALD, C.J., and COUNTWAY and GOULD, JJ., concurred.