



Office of the Planning Board

Incorporated December 15, 1727

NEWMARKET PLANNING BOARD

TUESDAY, FEBRUARY 9, 2021

MEMBERS OF THE PUBLIC MAY ATTEND THE MEETING IN PERSON AT THE TOWN HALL AUDITORIUM OR ATTEND REMOTELY USING ZOOM. IF ATTENDING IN PERSON, PLEASE WEAR A MASK AND MAINTAIN SOCIAL DISTANCE. IF ATTENDING BY TELEPHONE, THE BOARD WILL BE USING ZOOM. INFORMATION TO JOIN THE MEETING: USE THIS WEBSITE: [TTPS://ZOOM.US/J/9552718105](https://zoom.us/j/9552718105) CALL THIS NUMBER: 1-646-558-8656 MEETING ID CODE 955 271 8105 ANY PROBLEMS CALL 603-659-3617 EXT 1321

7:00 PM

AGENDA

- 1. Pledge of Allegiance**
- 2. Public Comments**
- 3. Review and Approval of Minutes**
 - a. Review and Approval of Minutes of the January 26, 2021 Planning Board minutes
- 4. Regular Business**
 - a. Request for review and comment by Planning Board on the issuance of a building permit and driveway access for a single family home on Neal Mill Road, a Class VI Road, pursuant to RSA 674:41. Request from Mr. John Tyson who has a purchase and sales agreement for 75 Neal Mill Road, Newmarket, NH 03857 at Tax Map R7, Lot 1.
- 5. New/Old Business**
- 6. Chairman's Report**
- 7. Committee Reports**
- 8. Planner's Report**
 - a. Town Planner's Report - Neal Mill Road
- 9. Adjourn**



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
January 26, 2021	2/2/2021	Cover Memo

1
2
3
4
5
6
7
8 **DRAFT**
9 **NEWMARKET PLANNING BOARD MEETING**

10
11 **JANUARY 26, 2020**

12
13 **MINUTES**

14
15 Present: Val Shelton (Vice Chairman), Diane Hardy (Town Planner), Sarah Finch, Michal
16 Zahorik (Alternate), Ted Seely (Alternate), Jane Ford, Jamie Bruton, Scott
17 Blackstone (Town Council ex officio); Toni Weinstein (Town Council ex officio
18 Alternate)

19
20 Absent: Eric Botterman (Chairman), Bill Doucet were excused.

21
22 Roll Call: Val Shelton-present/alone, Scott Blackstone-present/alone, Jamie Bruton-
23 present/alone, Jane Ford present/alone, Michal Zahorik-present/alone, Sarah
24 Finch-present/alone, Ted Seely-present/alone.

25
26 Following the reading of the Governor's Proclamation regarding Emergency
27 Order #12, the Chair appointed Michal Zahorik and Ted Seely to sit in as
28 Alternates for Eric Botterman and Bill Doucet.

29
30 **1. Pledge of Allegiance**

31
32 **2. Public Comments**

33
34 None. Public Comments closed at 7:08 pm.

35
36 **3. Review and Approval of Minutes**

37
38 **a. 12/08/20**

39
40 **Action**

41 **Motion:** Scott Blackstone made a motion to approve the meeting minutes
42 of 12/08/20

43 **Second:** Jane Ford

44 **Vote:** Jane Ford, Jamie Bruton, Sarah Finch, Michal Zahorik, Ted Seely,

45 **Scott Blackstone, Val Shelton in favor (after roll call vote.)**

46
47 **b. 12/22/20**

48
49 **Action**

50 **Motion:** Scott Blackstone made a motion to approve the meeting minutes
51 of 12/22/20

52 **Second:** Jane Ford

53 **Vote:** Jane Ford, Michal Zahorik, Ted Seely, Scott Blackstone, Val
54 Shelton in favor; Sarah Finch and Jamie Bruton abstained.

55
56 **4. Regular Business**

57
58 **a. Rob MacInnis of Seacoast Pool Plastering, LLC – Public Hearing on application for**
59 **Design Review of Site Plan for property located at 446 and 450 Wadleigh Falls Road in**
60 **Newmarket, NH, Tax Map R6, Lot 50-7 and 50-8, B3 Zone. The proposal is to construct**
61 **a 6,000 square foot office/warehousing building and designate an 80,000 square**
62 **footgravel area for equipment storage.**

63
64 John Lorden of Tighe & Bond said he was representing Rob MacInnis and presented his
65 plan to combine 2 lots into a single 8.4-acre lot at 446 and 450 Wadleigh Falls Road in B3 Zoning
66 District and the Aquifer Protection Overlay District. He proposes to provide a 6,000 square foot
67 building with 1,000 square feet of office space and 5,000 square feet of warehouse with property
68 access off Wadleigh Falls Road. Proposal is to extend the existing pavement area into the site and
69 provide 14 parking spaces; the full buildout of the plan is approximately 80,000 square feet of
70 gravel parking for equipment storage.

71
72 A pocket of wetlands exists near the driveway under which a drainage channel flows down
73 in 2 places to larger wetlands, no direct wetland disturbances are proposed, some minimal buffer
74 disturbance for extended driveway. Part of the building is in the Aquifer Protection District, but
75 gravel storage area and septic system are outside of it. Drainage will be on the low end of the site
76 and will have treatment detention and controlled release of runoff. Full buildout of project
77 requires AOT Permit from NH DES. The utilities include an electric pole near building, propane
78 tanks likely for heat, water from drilled well, septic for offices and bathrooms. Lighting for the
79 storage area will be LED dark sky compliant with wall packs on the building.

80
81 John Lorden said the business will be a low-traffic generator, and in addition, to the NH
82 DOT driveway permit they will need septic system approval from NH DES, and an AOT Permit
83 from NH DES, plan approval, and a special use permit from the Planning Board for any disturbance
84 in wetlands buffer.

86 Rob MacInnis said Seacoast Pool Plastering, LLC does the finish plaster of the swimming
87 pool after construction before the water is poured in. The proposed building has a small office
88 space and warehouse for supplies, and equipment storage business is a key part of the project,
89 with the land being cleared as demand requires. Closure on the purchase was completed in
90 December.

91
92 ***Val Shelton opened the public hearing to public comment.***

93
94 No comments

95
96 ***Val Shelton closed the public hearing to public comment at 7:21 pm.***

97
98 Michal Zahorik asked to see a more zoomed-out view of the location for better
99 visualization. Val Shelton said the concept plan shows a 10'-30' differentiation in grade and asked
100 about excavation. John Lorden said the base file does have some existing grades in the
101 background and part of the slope will come out and slope down into the parking area. Rob
102 MacInnis said other than the area in the upper right the lot is relatively flat.

103
104 Val Shelton asked if supplies stored in the warehouse met possible restrictions of the
105 Aquifer Protection Zone. Rob MacInnis said there are no chemicals only bags of cement and a lot
106 of hand tools. Diane Hardy asked where the Wetlands buffer impact would be on the plan and
107 John Lorden said just the driveway into the site. Diane Hardy said a Special Use Permit would be
108 required for that and the Board would need documentation for that.

109
110 Diane Hardy asked if mixing of materials would be done on the site and said they usually
111 ask for a materials list required under the stormwater regulations. Rob MacInnis said all of that
112 activity occurs at the location of the pool. Diane Hardy said they typically work with the applicant
113 to define substantial development and what triggers protection with any zoning changes going
114 forward and work to identify infrastructure improvements. This area has worked well for this
115 type of development because of a buffer requirements to maintain a 75-foot setback off
116 Wadleigh Falls Road and hoped they would consider maintaining the vegetation there for
117 screening.

118
119 ***Val Shelton re-opened the public hearing.***

120
121 Taylor Brinser, an abutter to the property, asked if the signage on the plans was along the
122 road. John Lorden said the location had not yet been determined. Val Shelton explained that this
123 hearing is for a Design Review and when they come in with a full site plan application all the
124 abutters will be re-notified, and detailed plans will be available.

125
126 Taylor Brinser said it is extremely important that the site be maintained for their safety
127 and the safety of their neighbors. John Lorden said when they worked with NH DOT, they

required us to show sight lines for safer turning to and from the site. And, they were required to periodically prune the trees so as to not obstruct the sight distance.

Val Shelton re-closed the public hearing at 7:32 pm.

Rob MacInnis asked for a sense of the process from here. Val Shelton said they will work with Diane on the completeness of the application and when complete she will make a recommendation to the Planning Board to accept it, with application submission and acceptance and the public meeting at the same meeting. From there the Planning Board will determine if they want a technical review committee established and the Town Engineer will review the plans and make comments. She said timing depends on what is submitted in the application and its consistency with regulations; any waivers should be addressed early on.

Michal Zahorik asked if anyone opposed his moving his equipment onto the site now and asked for special permission. Val Shelton said that is a question for Diane and the Code Enforcement Officer and not the Planning Board.

Diane Hardy said it would be helpful to have a visual of the phasing plan as part of the application and said they should be prepared to present something to the TRC. Val Shelton said a lot of what they will be looking at will be stormwater management and stabilization, and Diane Hardy said there are thresholds for best management practices and the entire site is governed by stormwater regulations. She said for other industrial sites in that area they have required some sort of containment area for any runoff with potential contaminants to protect the aquifer.

5. New/Old Business

Diane Hardy said she forwarded a letter to the Town Council following up on Planning Board's recommendations for the rescinding of Water and Sewer Impact Fees and replacing them with System Development Charges.

6. Chairman's Report

7. Committee Reports

8. Planner's Report

9. Adjourn

Action

Motion: Scott Blackstone made a motion to adjourn at 7:43 pm.

Second: Jane Ford

Vote: All in favor (Roll call vote was taken)

170
171



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TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: February9, 2021

TITLE: Request for review and comment by Planning Board on the issuance of a building permit and driveway access for a single family home on Neal Mill Road, a Class VI Road, pursuant to RSA 674:41. Request from Mr. John Tyson who has a purchase and sales agreement for 75 Neal Mill Road, Newmarket, NH 03857 at Tax Map R7, Lot 1.

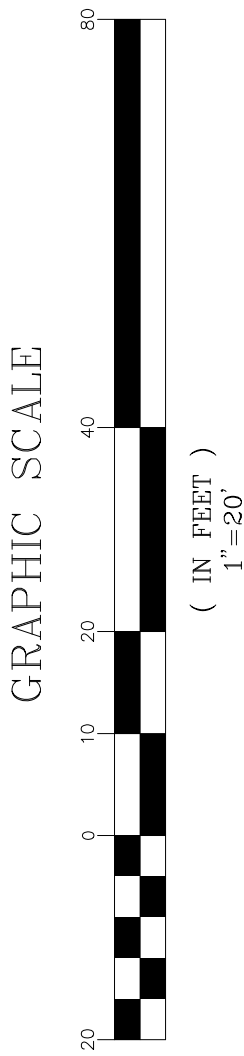
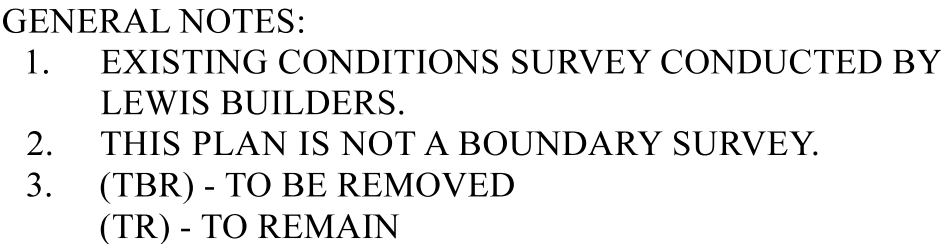
PREPARED BY: Diane Hardy, Director of Planning and Community Development

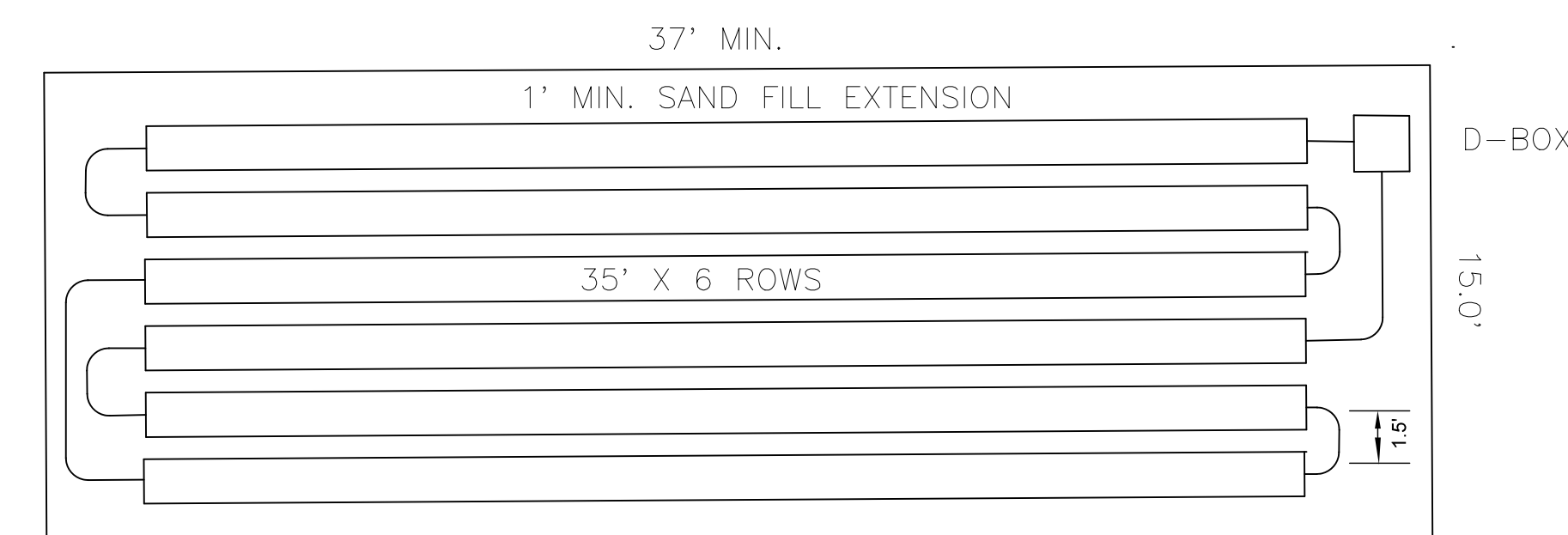
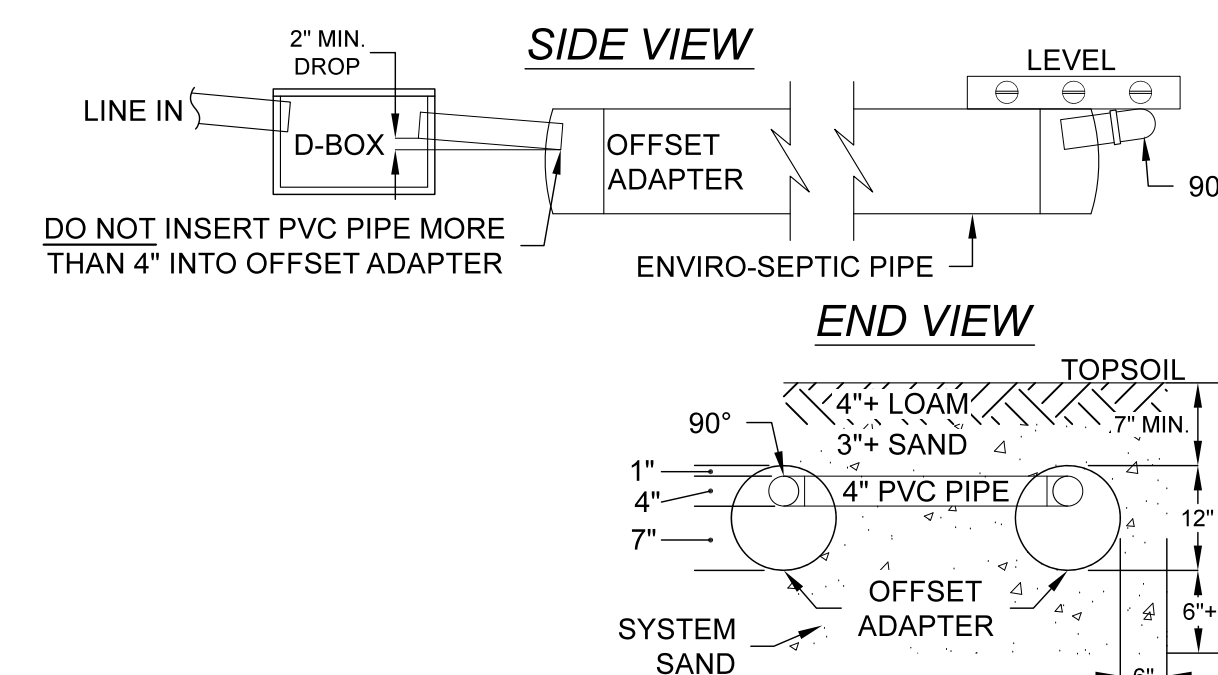
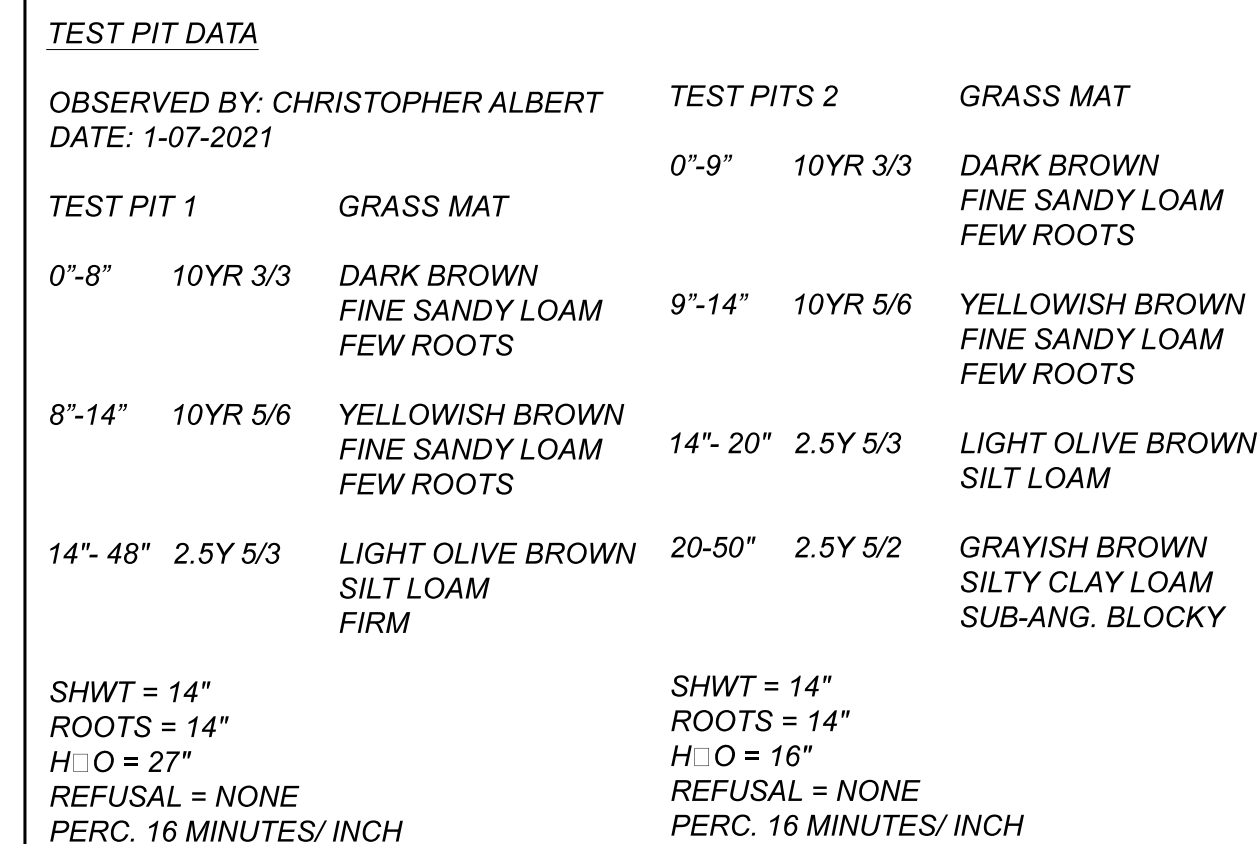
TOWN PLANNER'S COMMENTS - RECOMMENDATION:

RECOMMENDATION:

ATTACHMENTS:

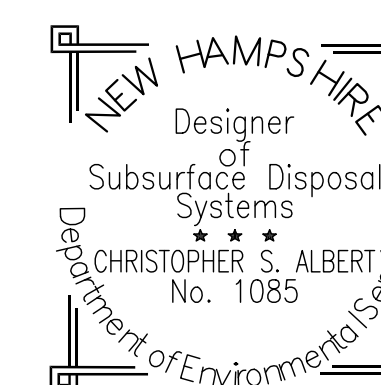
Description	Upload Date	Type
Driveway plan	2/2/2021	Cover Memo
ISDS_eCA2021012814_Approved_Plan	2/2/2021	Cover Memo
owner letter of authorization	2/2/2021	Cover Memo
PB Cover letter	2/2/2021	Cover Memo
Purchase & Sales Agreement	2/2/2021	Cover Memo
Tyson Spinelli Waiver	2/2/2021	Cover Memo
Section 674-41 Class Six Road	2/9/2021	Cover Memo
Class Six Maintenance Issues	2/9/2021	Cover Memo





Prepared for
JOHN TYSON
property at
75 NEAL MILL ROAD

Newmarket, NH
Tax Map R7, Lot 1
Bk, 4855 Pg 2871
Lot Area: 33 acres +/-
January 22, 2021



REVIEWED AND APPROVED
IN ACCORDANCE WITH THE
REQUIREMENTS OF THE
NH DEPT OF ENVIRONMENTAL SERVICES
WATER DIVISION

Taylor Walter
Date: 1/28/2021

#eCA2021012814



Letter of Authorization

I, Christopher Gaziano, owner of the property located at 75 Neal Mill Road, Newmarket, NH, known as Tax Map R7, Lot 1, do hereby authorize CSA Environmental Consultants, LLC, 36 Stage Road, Nottingham, NH to act on my agent concerning access along the class VI road and meeting with the Planning Board and Town Council.

I hereby appoint Christopher Albert, as my agent to act on my behalf in the review process, to include any required signatures.

<i>Christopher Joseph Gaziano</i>	dotloop verified 01/28/21 11:51 AM PET YIRS-X9E8-KSQ5-0FWF
-----------------------------------	---

Christopher Gaziano

Date



February 1, 2021
Town of Newmarket
Attn.: Diane Hardy, Town Planner
186 Main Street
Newmarket, NH 03857

***Request for Planning Board Meeting
Residential Building Permit – Class VI Road
Tax Map R7 Lot 1 Neal Mill Road***

Dear Ms. Hardy:

On behalf of Mr. John Tyson, we are requesting to meet with the Planning Board on February 9 to discuss the approval for a building permit and residential driveway on a class VI road. The location is 75 Neal Mill Road, Tax map R7 lot 1. The project entails upgrading approximately 785 linear feet of the class VI road with a 14' wide gravel residential driveway. The house would be serviced by underground utilities from the last pole on Neal Mill Road. The buyer is proposing to upgrade the current gate to an automated gate; install a vegetated buffer adjacent to the house and provide a fire truck turning area.

We are including the following plans and documents:

- Owners Letter of Authorization
- Purchase and Sale agreement
- Approved septic plan
- Proposed driveway plan
- Draft agreement (Town of Epping format)

Thank you very much for your time.

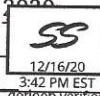
Very truly yours,

Christopher Albert

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



December 16, 2020 ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. **THIS AGREEMENT** made this December day of 10, 2020, between
~~Joseph Christopher Gazino~~ Christopher Joseph Gaziano, ,  and 
("SELLER") of 8300 South Highway
City/Town Melbourne Beach, State FL, Zip 32951
and John Tyson and Susan Spinelli and or Assignee
("BUYER") of 10 Hilliard Drive
City/Town Hampton, State NH, Zip _____

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Newmarket located at 75 Neal Mill Rd NH, 03857
County NH-Rockingham Book 4855 Page 2871 Date _____ ("PROPERTY").

3. The **SELLING PRICE** is three hundred fifty-five thousand Dollars \$355,000.00.
A DEPOSIT in the form of Check, is to be held in an escrow account by Ruffner Real Estate, LLC ("ESCROW AGENT"). BUYER ☐ has delivered, or ☒ will deliver to the ESCROW AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$30,000.00.
BUYER agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered on or before _____. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$325,000.00.

4. **DEED:** Marketable title shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. **TRANSFER OF TITLE:** On or before June 17, 2021 at TBD or some other place of mutual consent as agreed to in writing.

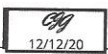
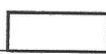
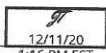
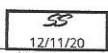
6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: _____

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Mollie Ruffner of Ruffner Real Estate, LLC
is a ☒ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*
Kathleen Rush of Bershire Hathaway Home Service Verani Realty
is a ☐ seller agent ☒ buyer agent ☐ facilitator ☐ disclosed dual agent*
*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

☐ **NOTICE OF DESIGNATED AGENCY:** If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$1000.00.

SELLER(S) INITIALS  /  BUYER(S) INITIALS  / 

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



9. **TITLE:** If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. **PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures _____

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

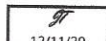
Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

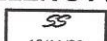
LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required ☐ YES ☐ NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE:


12/11/20
1:16 PM EST
dotloop verified


12/11/20
12:40 PM EST
dotloop verified

14. **INSPECTIONS:** The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

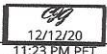
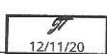
TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	☐	☒	within _____ days	f. Lead Paint	☐	☒	within _____ days
b. Sewage Disposal	☐	☒	within _____ days	g. Pests	☐	☒	within _____ days
c. Water Quality	☒	☐	within 30 _____ days	h. Hazardous Waste	☒	☐	within 30 _____ days
d. Radon Air Quality	☐	☒	within _____ days	i. _____	☐	☐	within _____ days
e. Radon Water Quality	☒	☐	within 30 _____ days	j. _____	☐	☐	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:**

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS  / _____ BUYER(S) INITIALS  / _____

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PURCHASE AND SALES AGREEMENT
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- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING

HERE:

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

- | | YES | NO |
|------------------------------------|-------------------------------------|--------------------------|
| a. Restrictive Covenants of Record | ☒ | ☐ |
| b. Easements of Record/Deed | ☒ | ☐ |
| c. Park Rules and Regulations | ☐ | ☐ |

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| d. Condominium documentation per N.H. RSA 356-B:58 | ☐ | ☐ |
| e. Co-op/PUD/Association Documents | ☐ | ☐ |
| f. Availability of Property/Casualty Insurance | ☒ | ☐ |
| g. Availability and cost of Flood Insurance | ☒ | ☐ |

If such review is unsatisfactory, BUYER must notify SELLER in writing within 30 days from the effective date of the Agreement failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

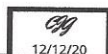
18. FINANCING: This Agreement (☐ is) (☒ is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT _____ TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____

CASH OFFER

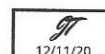
For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

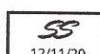
SELLER(S) INITIALS


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BUYER(S) INITIALS


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PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within N/A calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by N/A ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller [Signature] Buyer [Signature]

SELLER(S) INITIALS

[Signature]
12/12/20
11:23 PM EST
dotloop verified

12/12/20
11:23 PM EST
dotloop verified

BUYER(S) INITIALS

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12/11/20
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19. ADDITIONAL PROVISIONS:

Subject to Town approval, Town engineering, Town Counsel, and buyers engineer by June 10, 2021 for a private driveway.
Seller to give permission for the water test with approved permit for the existing well and seller receive copy of the results
Release of liability waiver from engineer.
Ability to extend the 6 months approval time if Covid further impacts the Town approval process.

20. ADDENDA ATTACHED: ☐ Yes ☐ No

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

John Tyson
dotloop verified
12/11/20 1:16 PM EST
NLGR-77Y9-ZPRK-HSVQ
BUYER DATE/TIME

Susan Spinelli
dotloop verified
12/11/20 12:40 PM EST
LFAP-GYLV-RUWA-OKOZ
BUYER DATE/TIME

10 Hilliard Drive
MAILING ADDRESS

10 Hilliard Drive
MAILING ADDRESS

Hampton, NH
CITY STATE ZIP

Hampton, 03842
CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

Christopher Joseph Gaziano
dotloop verified
12/12/20 11:23 PM PET
DT4S-WCMF-WSZM-AOWI
SELLER DATE/TIME

SELLER DATE/TIME

8300 South Highway

MAILING ADDRESS

MAILING ADDRESS

Melbourne Beach, FL 32951

CITY STATE ZIP

CITY STATE ZIP

(3) Prior to the issuance of a building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded in the county registry of deeds;"

Section 674:41

674:41 Erection of Buildings on Streets; Appeals. –

I. From and after the time when a planning board shall expressly have been granted the authority to approve or disapprove plats by a municipality, as described in RSA 674:35, no building shall be erected on any lot within any part of the municipality nor shall a building permit be issued for the erection of a building unless the street giving access to the lot upon which such building is proposed to be placed:

(a) Shall have been accepted or opened as, or shall otherwise have received the legal status of, a class V or better highway prior to that time; or

(b) Corresponds in its location and lines with:

(1) A street shown on the official map; or

(2) A street on a subdivision plat approved by the planning board; or

(3) A street on a street plat made by and adopted by the planning board; or

(4) A street located and accepted by the local legislative body of the municipality, after submission to the planning board, and, in case of the planning board's disapproval, by the favorable vote required in RSA 674:40; or

(c) Is a class VI highway, provided that:

(1) The local governing body after review and comment by the planning board has voted to authorize the issuance of building permits for the erection of buildings on said class VI highway or a portion thereof; and

(2) The municipality neither assumes responsibility for maintenance of said class VI highway nor liability for any damages resulting from the use thereof; and

(3) Prior to the issuance of a building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded in the county registry of deeds; or

(d) Is a private road, provided that:

(1) The local governing body, after review and comment by the planning board, has voted to authorize the issuance of building permits for the erection of buildings on said private road or portion thereof; and

(2) The municipality neither assumes responsibility for maintenance of said private roads nor liability for any damages resulting from the use thereof; and

(3) Prior to the issuance of a building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded in the county registry of deeds for the lot for which the building permit is sought; or

(e) Is an existing street constructed prior to the effective date of this subparagraph and is shown on a subdivision plat that was approved by the local governing body or zoning board of adjustment before the municipality authorized the planning board to approve or disapprove subdivision plats in accordance with RSA 674:35, if one or more buildings have been erected on other lots on the same street.

II. Whenever the enforcement of the provisions of this section would entail practical difficulty or unnecessary hardship, and when the circumstances of the case do not require the building, structure or part thereof to be related to existing or proposed streets, the applicant for such permit may appeal from the decision of the administrative officer having charge of the issuance of permits to the zoning board of adjustment in any municipality which has adopted zoning regulations in accordance with RSA 674, or, in municipalities in which no board of adjustment

exists, to the local legislative body, or to a board of appeals, whichever is appropriate, in accordance with RSA 674:14 and 674:15, including the requirement for a public hearing. In a municipality which does not require building permits, direct application may be made to the zoning board of adjustment, or the local legislative body, or the board of appeals for permission to erect the building. In passing on such appeal or application, the board of adjustment, local legislative body, or board of appeals may make any reasonable exception and shall have the power to authorize or issue a permit, subject to such conditions as it may impose, if the issuance of the permit or erection of the building would not tend to distort the official map or increase the difficulty of carrying out the master plan upon which it is based, and if erection of the building or issuance of the permit will not cause hardship to future purchasers or undue financial impact on the municipality. Any such decision made in this connection by a board of adjustment, local legislative body, or by a board of appeals pursuant to this section and RSA 674:14 and 674:15 shall be in writing, together with the reasons for the decision, and shall be subject to review in the manner described in RSA 677.

II-a. Municipalities may except any lot, including island lots for islands served exclusively by boats, from the requirements of paragraphs I and II by an affirmative vote of the local legislative body pursuant to RSA 675, first submitted to the planning board for its approval and:

(a) If approved by the board, approved by a majority of those present and voting at a regular or special meeting of the local legislative body; or

(b) If disapproved by the planning board, approved by not less than 2/3 of those present and voting at a regular or special meeting of the local legislative body.

III. This section shall supersede any less stringent local ordinance, code or regulation, and no existing lot or tract of land shall be exempted from the provisions of this section except in accordance with the procedures expressly set forth in this section. For purposes of paragraph I, "the street giving access to the lot" means a street or way abutting the lot and upon which the lot has frontage. It does not include a street from which the sole access to the lot is via a private easement or right-of-way, unless such easement or right-of-way also meets the criteria set forth in subparagraphs I(a), (b), (c), (d), or (e).

IV. In addition to the requirements for the erection of buildings in paragraph I and notwithstanding the exceptions provided in paragraph II, the planning board for a county in which there are located unincorporated towns or unorganized places shall require every building which is erected on leased land located within an unincorporated town or unorganized place to have a building permit. A building permit shall be required under this paragraph regardless of the proximity of the building to any street or highway. The county shall, by resolution, authorize the planning board to issue building permits under this paragraph.

Source. 1983, 447:1. 1988, 131:2, 3. 1989, 266:20. 1995, 291:10. 1998, 344:6. 2002, 270:1, 5. 2004, 154:1, 2. 2005, 226:1, 2, eff. Sept. 3, 2005.

Class VI Roads and Maintenance Issues

By Susan Slack, Esq.

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Q. What is a Class VI road?

A. In the state's highway classification system, which is defined in [RSA 229:5](#), Class VI roads are "all other existing public ways," meaning public ways not otherwise classified as Class IV or Class V roads. Class VI roads include those that have been discontinued subject to gates and bars, as well as those that have "not been maintained and repaired by the town in suitable condition for travel" for five successive years or more. (See [RSA 229:5, VII.](#)) The two important keys to this statutory definition are that Class VI roads are public ways, and they are roads that the town has no duty to maintain. Note that the definition of a Class V road is one that the town does have a duty to maintain. (See [RSA 229:5, VI.](#))

Q. Can the town appropriate money to maintain or repair Class VI roads?

A. [RSA 231:59](#) authorizes municipalities to spend money to repair Class IV and V highways, not Class VI roads. One of the basic tenets of New Hampshire municipal law is that towns and cities have only that authority granted to them by the state legislature. Without a specific grant of authority, towns and cities do not have authority to act.

Q. Can private parties maintain or repair Class VI roads?

A. Yes, with permission of the municipality. [RSA 236:9](#) prohibits anyone from excavating or disturbing the ditches, embankments or traveled surface of any town road, including a Class VI road, without the written permission of the municipality's governing body (board of selectmen or town/city council) or the road agent. [RSA 236:10](#) provides that the municipality may regulate such private road work and may require a bond for the satisfactory restoration of the road. [RSA 236:11](#) requires anyone who excavates or disturbs town roads to restore them to the satisfaction of the authorized local official.

Q. What happens if the municipality maintains or repairs a Class VI road?

A. There are several important reasons to avoid maintenance and repair projects on Class VI roads. First, municipalities enjoy protection from liability for damage or injury due to the condition of a Class VI road. [RSA 231:93](#) provides that municipalities have no duty to maintain or repair Class VI roads. The highway maintenance duty established in [RSA 231:90](#) through 92-a applies only to Class IV and V highways. A municipality that undertakes Class VI road maintenance exposes itself to the risk of liability for damage or injury resulting from that work. Second, performance of maintenance or

repair work could result in municipal estoppel arguments, meaning that in a lawsuit involving a landowner, a municipality may be barred from arguing that it is not required to maintain a road due to its Class VI status. See *Turco v. Barnstead*, 136 N.H. 256 (1992). Third, a Class V road that attains Class VI status as a result of the lapse of maintenance will revert to Class V status again if the town maintains it for at least five consecutive years. The “illegal” maintenance and repair must be “regular” and “on more than a seasonal basis” so that the road is in “suitable condition for year-round travel.” See [RSA 229:5, VI](#).

Q. What if there are public safety reasons for occasionally repairing or maintaining Class VI roads?

A. If a municipality wishes to spend money on Class VI road, it should do so under the emergency lane statute, [RSA 231:59-a](#), which was enacted in 1994. That statute authorizes municipalities to raise and appropriate money for the maintenance of any Class VI road (or private road) that is declared an emergency lane by the governing body. The procedures required for making this declaration include a public hearing and written findings “that the public need for keeping such lane passable by emergency vehicles is supported by an identified public welfare or safety interest which surpasses or differs from any private benefits to landowners abutting such lane.”

Q. What kind of maintenance or repair of Class VI roads is authorized by the emergency lane statute?

A. [RSA 231:59-a, I](#) provides that such repairs may include “removal of brush, repair of washouts or culverts, or any other work deemed necessary to render such way passable by firefighting equipment and rescue or other emergency vehicles.” The municipality can establish a capital reserve or trust fund for this purpose. Maintenance or repair of Class VI roads undertaken in accordance with the emergency lane statute does not create any duty or liability for the municipality. See [RSA 231:59-a, IV](#).

Q. Can gates or fences be put up on Class VI roads?

A. Yes, but [RSA 231:21-a, I](#) requires gates or bars maintained by private landowners to be erected so as not to interfere with public use of the Class VI road. Such gates or bars must “be capable of being opened and reclosed by highway users.” Municipalities are authorized to regulate these structures “to assure public use” and they have authority to have gates or bars removed if they have fallen into disrepair or if they interfere with public use of the Class VI road.

Q. What does the term ‘gates and bars’ mean?

A. Prior to 1903, a town could only discontinue a highway completely, meaning it was no longer a public way. Only after the state legislature enacted Laws of 1903, Chapter 14:1 could a town discontinue an “open” highway and subject it to gates and bars. The term “gates and bars” is not expressly defined by statute. Nevertheless, the term historically refers to an owner’s right to enclose premises for his or her own benefit—usually to confine livestock. The owner required public travelers to open and close the gates or bars as a condition to travel. The term “gates and bars” first became associated with Class VI highways in 1925, when the legislature enacted Laws of 1925, Chapter 12:1, which provided that a town had no duty to maintain any highway that had been closed subject to gates and bars.

Q. Are there other ways in which municipalities may regulate Class VI roads?

A. [RSA 231:21-a](#), which was enacted in 1999, provides that all Class VI roads—regardless of how they obtained Class VI status (by layout, discontinuance subject to gates and bars, or lapse of maintenance of Class V roads)—are deemed subject to gates and bars. The statute clearly authorizes municipalities to regulate their use under the provisions of [RSA 41:11](#); [RSA 47:17, VII, VIII and XVIII](#) (highway ordinances); [RSA 236:9](#) through 11 (excavation and disturbance); [RSA 236:13](#) (driveway access); and [RSA 231:191](#) (weight limits).

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A. Prior to 1903, a town could only discontinue a highway completely, meaning it was no longer a public way. Only after the state legislature enacted Laws of 1903, Chapter 14:1 could a town discontinue an “open” highway and subject it to gates and bars. The term “gates and bars” is not expressly defined by statute. Nevertheless, the term historically refers to an owner’s right to enclose premises for his or her own benefit—usually to confine livestock. The owner required public travelers to open and close the gates or bars as a condition to travel. The term “gates and bars” first became associated with Class VI highways in 1925, when the legislature enacted Laws of 1925, Chapter 12:1, which provided that a town had no duty to maintain any highway that had been closed subject to gates and bars.

Q. Are there other ways in which municipalities may regulate Class VI roads?

A. [RSA 231:21-a](#), which was enacted in 1999, provides that all Class VI roads—regardless of how they obtained Class VI status (by layout, discontinuance subject to gates and bars, or lapse of maintenance of Class V roads)—are deemed subject to gates and bars. The statute clearly authorizes municipalities to regulate their use under the provisions of [RSA 41:11](#); [RSA 47:17, VII, VIII and XVIII](#) (highway ordinances); [RSA 236:9](#) through 11 (excavation and disturbance); [RSA 236:13](#) (driveway access); and [RSA 231:191](#) (weight limits).

Class VI Roads and Maintenance Issues

By Susan Slack, Esq.

Highway repair and maintenance projects are usually well underway at this time of year, prompting questions about maintenance of Class VI roads. There are lots of misconceptions about Class VI roads, so here are some reminders.

Q. What is a Class VI road?

A. In the state’s highway classification system, which is defined in [RSA 229:5](#), Class VI roads are “all other existing public ways,” meaning public ways not otherwise classified

as Class IV or Class V roads. Class VI roads include those that have been discontinued subject to gates and bars, as well as those that have “not been maintained and repaired by the town in suitable condition for travel” for five successive years or more. (See [RSA 229:5, VII.](#)) The two important keys to this statutory definition are that Class VI roads are public ways, and they are roads that the town has no duty to maintain. Note that the definition of a Class V road is one that the town does have a duty to maintain. (See [RSA 229:5, VI.](#))

Q. Can the town appropriate money to maintain or repair Class VI roads?

A. [RSA 231:59](#) authorizes municipalities to spend money to repair Class IV and V highways, not Class VI roads. One of the basic tenets of New Hampshire municipal law is that towns and cities have only that authority granted to them by the state legislature. Without a specific grant of authority, towns and cities do not have authority to act.

Q. Can private parties maintain or repair Class VI roads?

A. Yes, with permission of the municipality. [RSA 236:9](#) prohibits anyone from excavating or disturbing the ditches, embankments or traveled surface of any town road, including a Class VI road, without the written permission of the municipality’s governing body (board of selectmen or town/city council) or the road agent. [RSA 236:10](#) provides that the municipality may regulate such private road work and may require a bond for the satisfactory restoration of the road. [RSA 236:11](#) requires anyone who excavates or disturbs town roads to restore them to the satisfaction of the authorized local official.

Q. What happens if the municipality maintains or repairs a Class VI road?

A. There are several important reasons to avoid maintenance and repair projects on Class VI roads. First, municipalities enjoy protection from liability for damage or injury due to the condition of a Class VI road. [RSA 231:93](#) provides that municipalities have no duty to maintain or repair Class VI roads. The highway maintenance duty established in [RSA 231:90](#) through 92-a applies only to Class IV and V highways. A municipality that undertakes Class VI road maintenance exposes itself to the risk of liability for damage or injury resulting from that work. Second, performance of maintenance or repair work could result in municipal estoppel arguments, meaning that in a lawsuit involving a landowner, a municipality may be barred from arguing that it is not required to maintain a road due to its Class VI status. See *Turco v. Barnstead*, 136 N.H. 256 (1992). Third, a Class V road that attains Class VI status as a result of the lapse of maintenance will revert to Class V status again if the town maintains it for at least five consecutive years. The “illegal” maintenance and repair must be “regular” and “on more than a seasonal basis” so that the road is in “suitable condition for year-round travel.” See [RSA 229:5, VI.](#)

Q. What if there are public safety reasons for occasionally repairing or maintaining Class VI roads?

A. If a municipality wishes to spend money on Class VI road, it should do so under the emergency lane statute, [RSA 231:59-a](#), which was enacted in 1994. That statute authorizes municipalities to raise and appropriate money for the maintenance of any Class VI road (or private road) that is declared an emergency lane by the governing body. The procedures required for making this declaration include a public hearing and

written findings “that the public need for keeping such lane passable by emergency vehicles is supported by an identified public welfare or safety interest which surpasses or differs from any private benefits to landowners abutting such lane.”

Q. What kind of maintenance or repair of Class VI roads is authorized by the emergency lane statute?

A. [RSA 231:59-a, I](#) provides that such repairs may include “removal of brush, repair of washouts or culverts, or any other work deemed necessary to render such way passable by firefighting equipment and rescue or other emergency vehicles.” The municipality can establish a capital reserve or trust fund for this purpose. Maintenance or repair of Class VI roads undertaken in accordance with the emergency lane statute does not create any duty or liability for the municipality. See [RSA 231:59-a, IV](#).

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A. Yes, but [RSA 231:21-a, I](#) requires gates or bars maintained by private landowners to be erected so as not to interfere with public use of the Class VI road. Such gates or bars must “be capable of being opened and reclosed by highway users.” Municipalities are authorized to regulate these structures “to assure public use” and they have authority to have gates or bars removed if they have fallen into disrepair or if they interfere with public use of the Class VI road.

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Q. Are there other ways in which municipalities may regulate Class VI roads?

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Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Town Planner Hardy's Memo	2/9/2021	Cover Memo

Town of Newmarket
Office of the Planning Board
Town Hall
186 Main Street
Newmarket, NH 03857



MEMORANDUM

DATE: February 8, 2021
TO: Diane Hardy, Town Planner
FROM: Newmarket Planning Board
RE: Application of John Tyson to build a single family home on a Class VI at 75 Neal Mill Road in Newmarket, NH

Introduction

The Town Council has received a request from John Tyson who wishes to build a single family home at 75 Neal Mill Road and has proposed to build a 14 foot wide gravel driveway over a portion (1150 linear feet) of Neal Mill Road, which is a Class VI road. According to the Town's assessment records the property consists of 48 acres of land. The applicant hopes to build a four bedroom, three car garage at this location with private septic system and well and underground electrical utilities to be extended from the Class V Paved portion of Neal Mill Road.

Background

Class VI roads are public ways for which the local municipality has no duty for maintenance, nor liability for accidents (RSA 231:50). Class VI roads are full public highways in all other respects. Class VI roads include those that have been discontinued subject to gates and bars, as well as those that have not been maintained and repaired by the Town in a suitable condition for travel for five successive years or more.

RSA 674:41, permits building, and issuance of building permits, on a Class VI road where: the Town Council, after comment by the Planning Board, has voted to allow such building on the entire road or portion thereof; the municipality doesn't assume responsibility for maintaining the road or liability for damages resulting from its use; and prior to the issuance of a building permit, the applicant shall produce evidence that notice of the limits of municipal responsibility and liability has been recorded at the Registry.

The decision whether to allow building on a Class VI road is a major policy decision for the Town. New development raises questions of road quality and maintenance, emergency services access, general liability, and in some cases, a change in the character of an area. The Town of Newmarket does not have a policy regarding building on Class VI roads. Reference materials are available through the NH Municipal Association, NH Local Technical Assistance Program (LTAP) at UNH, and regulations of several towns, which have adopted policies regarding issuing building permits on Class VI roads. The procedures for the approval of building on Class VI roads are contained within RSA

674:41. Attached is copy of the statute and a \ fact sheet about building on Class VI roads.

Tyson Application

The lot in question is considered an existing non-conforming lot of record as it does not have approved frontage on a Class V road. The applicant is not proposing to subdivide the property. The request is to build a single family house. To gain access to the property, the applicant proposes to improve a portion of Neal Mill Road and to extend underground utilities to the site. There is no proposed commercial use of the property, nor is it allowed in the Town's R-1 zoning district. The application before the Town is for the Town Council to vote, after review and comment by the Planning Board, to authorize the issuance of a building permit for the erection of a single family home on said Class VI highway, pursuant to RSA 674:41.

Staff Recommendations

1. Given there are a number of abutters, stakeholders, conservation groups and members of the public who have expressed an interest in the outcome of this application, it is recommended that a public hearing be scheduled on this application at the next Planning Board meeting.
2. That this be forwarded to the Technical Review Committee (TRC) for input, including review, comment and recommendations from the Town's consulting engineering, the cost of which be borne by the applicant, prior to the Planning Board issuing their review comments on this application to the Town Council, subject to Section 5.02 of the Town's subdivision regulations.