

SUNAPEE BOARD OF SELECTMEN
MEETING AGENDA
6:30PM Town Office Meeting Room
Monday, June 1, 2020

1. REVIEW OF ITEMS FOR SIGNATURE:

CZC's:

2. APPOINTMENTS

7:00PM-Michael Sisemore and Steve McGrath-Capital Improvement Committee

7:15PM- Appleseed Cruises LLC-Contract

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- Unanticipated Revenue
- Motion to Approve the Acceptance of the Municipal Relief Fund known as GOFERR
- Designation of Authorities for Clean Water State Revolving Fund Loan
- Computer Capital Reserve Authorization

5. CHAIRMAN'S REPORT

Items that Selectman Augustine Requested:

- Update on the number of COVID-19 cases in Sunapee and surrounding towns.
- Update on events scheduled on Town property.
- Update on Town operations & employee morale.
- Clarify who makes the decision to re-open Town facilities and re-start Town programs & services impacted by the COVID-19 situation (e.g., Town Manager, Board of Selectmen, Library Trustees, Town Health Officer, Recreation Director, Police/Fire/EMS Chief).
- Review the language printed on the recently issued property tax invoice.
- Discuss whether to implement a wage freeze until the level of property tax receipts and non-property tax revenues become better known.
- Share feedback on how citizens are faring given current health situation and economic situation.

6. TOWN MANAGER REPORTS

- Restrooms Update
- Continued Items:

Scott Brown, Request to Waive Late Tax Bill Interest

7. UPCOMING MEETINGS:

06/02-5:00PM-Energy Committee Meeting, Town Meeting Room

06/03-7:30AM-Firewards Meeting, Safety Services Building

06/03-8:00AM-Highway Safety Committee, Town Meeting Room

06/03-7:00PM-Zoning Board Meeting, Town Meeting Room

06/09-5:30PM-Recreation Commission, Town Meeting Room

06/10-7:30AM-Firewards Meeting, Safety Services Building

06/11-7:00PM-Planning Board, Town Meeting Room



TOWN OF SUNAPEE
Volunteer Interest Form
For Town Committees, Boards, and Commission

RECEIVED
 APR 07 2020
 TOWN OF
 SUNAPEE

Name: Sisemore Michael "84" Date: 4/8/2020
 (Last) (First)

Sunapee Registered Voter: () Yes () No

Mailing Address:

Street Address (if different):

52 Old George Mills Rd
Sunapee, 03782

Lived in Sunapee Since: 2006 Home Phone: 603-727-8846 Work Phone _____

E-mail: AT9984@yahoo.ca Fax: _____

1. Please indicated the Board/Commission/Committee you would like to serve on in order of preference.
 (1-First Choice, 2-Second choice, etc.)

- | | |
|--|---|
| <input type="checkbox"/> Abbott Library Trustee | <input type="checkbox"/> Advisory Budget Committee |
| <u>1</u> Capital Improvement Committee | <input type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Crowther Chapel Committee | <input type="checkbox"/> Fireward |
| <input type="checkbox"/> Planning Board Alternate | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Thrift Shop | <input type="checkbox"/> Upper Valley Lake Sunapee Regional |
| <input type="checkbox"/> Zoning Board Alternate | |

2. For consideration:

- a. Occupation: High School Educator b. Employer: SDUS
- c. Length of current employment: 12 Yrs. d. Education: Doctorate of Ed.
- e. Relevant Experience: 4 yrs Military Special Ops. 18 years Comm. Building & Mgmt
- f. Do you feel there may be any conflict of interest with your personal beliefs, occupation, or employer if appointed to serve on any of the above boards, commissions, or committees? ☐ Yes ☒ No
- g. Volunteer Time Available _____ hours per week (daytime) _____ hours per week (evenings)
 _____ hours per week (weekends) VARIES, will be there when needed
- h. Did you previously serve on any Municipal or School District Board/Committee/Commission? ☐ Yes ☒ No
- i. If yes, please indicate Town/Position: _____ / _____ / _____

j. Are you willing to serve as an Alternate? ☒ Yes ___ No

k. Are you willing to serve on a Sub-Committee? ☒ Yes ___ No


3. Why do you want to serve on this board/committee? I want to provide a different perspective, Fiscal Responsibility, a broad range of ideas & practical solutions to issues that affect the community

4. What attributes and/or qualifications can you bring to the Board/Committee/Commission? Ability to see the issues in their entirety, ability to engage with a diverse group of stakeholders, a persuasive philosophy to get things done

5. Your reasons for wanting this/these appointments /appointments are:

and responsible
To help provide practical leadership & ideas to improve our community to benefit as many as possible.

6. Additional Comments:


(Signature)

4/8/2020
(Date)

Please send completed application form and resume, if available, to the Town Manager's Office, 23 Edgemont Road, Sunapee, NH 03782 (telephone 603-763-2212, fax 603-763-4925)

“considered public information and may be distributed or copied”



TOWN OF SUNAPEE
Volunteer Interest Form
For Town Committees, Boards, and Commission

Name: Mc Grath, Stephen Date: 4/21/20
(Last) (First)

Sunapee Registered Voter: (x) Yes () No

Mailing Address:

Street Address (if different):

Po Box 600 Sunapee NH 03782

Lived in Sunapee Since: 1967 Home Phone: 603-763-2543 Work Phone same

E-mail: sugarsoc@gmail.com Fax: _____

1. Please indicated the Board/Commission/Committee you would like to serve on in order of preference.
(1-First Choice, 2-Second choice, etc.)

_____ Abbott Library Trustee

_____ Advisory Budget Committee

x Capital Improvement Committee

_____ Conservation Commission

_____ Crowther Chapel Committee

_____ Fireward

_____ Planning Board Alternate

_____ Recreation Committee

_____ Thrift Shop

_____ Upper Valley Lake Sunapee Regional

_____ Zoning Board Alternate

2. For consideration:

a. Occupation: Retired b. Employer: _____

c. Length of current employment: _____ d. Education: _____

e. Relevant Experience: Chair Sunapee Building Committee, Member Sunapee School building committee

f. Do you feel there may be any *conflict of interest* with your personal beliefs, occupation, or employer if appointed to serve on any of the above boards, commissions, or committees? Yes x No

g. Volunteer Time Available Plenty hours per week (daytime) Plenty hours per week (evenings)

_____ hours per week (weekends)

h. Did you previously serve on any Municipal or School District Board/Committee/Commission? X Yes No

i. If yes, please indicate Town/Position: See above / _____ / _____

j. Are you willing to serve as an Alternate? Yes x No

k. Are you willing to serve on a Sub-Committee? Yes x No

3. Why do you want to serve on this board/committee? This committee is important as it helps with the town spending process by prioritizing expenditures .It has a rightful place and needs a strong voice

4. What attributes and/or qualifications can you bring to the Board/Committee/Commission? Good with Numbers , am able to connect with folks in town and not afraid to ask tough questions and expect tough answers

5. Your reasons for wanting this/these appointments /appointments are:
 See above

6. Additional Comments: I am willing to work with a committee that is supported 100% by the town as well as the selectmen and the town department heads and the town Manager
 I am not willing to spin my wheels and be a rubber stamp

 Stephen Mc Grath

(Signature)

 4/21/20

(Date)

Please send completed application form and resume, if available, to the Town Manager's Office, 23Edgemont Road, Sunapee, NH 03782 (telephone 603-763-2212, fax 603-763-4925)



TOWN OF SUNAPEE

23 Edgemont Road
Sunapee, New Hampshire 03782
Phone: (603) 763-2212 Fax: (603) 763-4925

ANNUAL AGREEMENT FOR THE USE OF THE TOWN OF SUNAPEE DOCK

This agreement is made between the Town of Sunapee and Appleseed Cruise Property, LLC, owner of Sunapee Cruises, Inc. and the MV Mt. Sunapee II excursion boat.

The purpose of this agreement is to rent dock space at Sunapee Harbor to Appleseed Cruise Property, LLC for docking the MV Mt. Sunapee II and the loading and unloading of passengers.

It will be the responsibility of the Town of Sunapee to maintain the dock in a proper and safe condition.

It will be the responsibility of Appleseed Cruise Property, LLC to provide liability insurance to cover the loading and unloading of the passengers on the MV Mt. Sunapee II, and to provide a certificate of insurance covering this liability each year this agreement is in effect.

Appleseed Cruise Property, LLC will pay \$7,947.91 to the Town of Sunapee for the rental of this dock for the 2019 season, which begins on May 1 and ends October 31, 2019.

This agreement will be renewable on January first of each year and Appleseed Cruise Property, LLC will have first option for the rental of this dock for the 2020 season.

This agreement does not authorize the use of the Town Dock by the MV Kearsarge or any boats other than the MV Mt. Sunapee II.

Donna Nashawaty, Town Manager
On behalf of the
Sunapee Board of Selectmen

Peter Fenton
MV Mt. Sunapee II

Date _____

LEASE

Town of Sunapee Dock – East Side

THIS LEASE is made as of the 30th day of May, 2019, between the Town of Sunapee, of 23 Edgemont Road, Sunapee, New Hampshire (the “Lessor”) and Appleseed Cruise Property, LLC, owner, and MV Kearsarge Restaurant, LLC operator, respectively of Bradford, New Hampshire (the “Lessees”).

RECITALS

Lessees are the owner and operator, respectively, of the MV Kearsarge dinner boat (the “Boat”).

Lessees desire to lease from, and Lessor desires to lease to, a portion of the Lessor’s Town Dock (the “Dock”) in Sunapee Harbor, Sunapee, New Hampshire.

Therefore, the parties agree as follows:

Article 1 – Leased Premises and Use

The Lessor agrees to lease to the Lessees, and the Lessees accept the lease of portions of the Dock as follows: Premises – the mooring space on the east side of the east leg of the Dock, for the purpose of docking the Boat and loading and unloading of passengers

Article 2 – Term

(a) The term of this Lease shall extend from April 20, 2019 to November 30, 2020.

(b) The Lessor and the Lessees shall meet on or about November 15, of each year of the lease to discuss the summer boating season, and to assess whether a one year notice for non-continuance of lease by either party is desirable. In addition, the parties should discuss the annual increase in the lease amount. At the end of the lease term, however, the parties shall not be under any obligation to enter into a new Lease, and neither this provision nor Article 21 shall be interpreted to the contrary.

Article 3 – Parking

(a) In order to assist the Town of Sunapee in alleviating the parking issues in the harbor, the Lessees, it’s guests, and invitees shall be encouraged to park in any public spaces that may be in the two dirt Ben Mere parking lots available.

(b) The Lessees have installed an electrical panel in the control area of the Town's restroom facilities located in the harbor, and run an underground power line from control room to dock under the direction of the Town Road Agent. The Lessees are responsible for the bill that is charged to the Town of Sunapee out of the meter attached to the restrooms, fully understanding that the electricity used by the facilities is included.

(c) The Lessees agree to pay for the water bill for usage through the faucet in the stepped garden in the harbor area. The bill to be calculated for water usage through a flow meter provided by the Town and shall include the share of the water bond that every other water customer pays.

Article 4 – Rent

The Lessees shall pay the Lessor annual rent of Ten thousand four hundred ninety three dollars and forty cents (\$10,493.40), in three (3) equal installments of \$3,497.80 on the following dates:

- July 1, 2019
- September 1, 2019
- October 1, 2019

The annual rent for the 2020 season shall be increased as agreed by the parties in November of each prior year, failing which agreement, this Lease shall automatically terminate and be of no further force or effect.

Article 5 – Additional Rent

Lessees shall pay, as Additional Rent, all taxes, costs, assessments, or other expenses incurred by Lessor with respect to, or as a result of this Lease.

Article 6 – No Alcohol

No alcohol shall be served or allowed on the Dock or on the Premises.

Article 7 – Signs

The Lessees may place signs as necessary for the safety of the public, on the Dock and Premises. Any signs to be placed for advertising shall be applied for under the Town of Sunapee Zoning Ordinance sign permit application process.

Article 8 – Utilities

All utilities and services required for the operation, use, or maintenance of the Boat, or for the convenience of Lessees' clientele, shall be paid by the Lessees.

Article 9 – Maintenance, Repairs, and Improvements

(a) The Lessees agree to keep the Premises and all adjacent Dock areas and Lessor's land clean, and shall not commit waste. The Lessees shall dispose of all trash and garbage properly, but may not use public trash receptacles on or adjacent to the Dock. The Lessor agrees to provide normal maintenance of the Dock at its expense, such as deck board replacements. The Lessor has the right to enter the Premises whenever necessary or appropriate to carry out such inspections and maintenance as may be required. Lessees shall repair all damage to the Dock that is caused by Lessees' use of the Premises.

(b) Prior to docking the Boat at the Premises before the start date of this lease term, Lessees shall hire a qualified professional, chosen by the lessor, to investigate and examine the Dock on behalf of Lessor, and to provide recommendations as to the changes, upgrades, enhancements, or additions to the Dock or Dock structure that are necessary to safely use the Dock for the purposes intended by Lessees. Lessees shall make all improvements to the Dock, as may be reasonably required by Lessor or Lessor's insurer, to accommodate the use of the Dock by the Boat. These improvements shall include the installation of necessary pilings to moor the Boat and to absorb pressure from the docking and storage of the Boat. Lessees shall pay all costs of such improvements, but no such improvements shall be made without Lessor's advance written consent. The acquisition of any permits required for such installation shall be the sole responsibility of the Lessees. Any improvements made by the Lessees shall be left in place at the end of this Lease, without cost to the Lessor, and shall become the property of the Lessor.

Article 10 – Insurance

The Lessees shall procure and maintain public liability insurance with respect to Premises, and naming the Lessor as an additional insured in the amount of \$1.5/\$3 million. Proof of this insurance policy must be provided to the Lessor prior to the commencement of the use of the Premises by the Lessees. If the liability insurance policy does not include coverage for damage to the Dock, the Lessees shall procure an additional policy to provide property damage coverage in the same amounts. The policies shall prohibit cancellation without thirty (30) day advance written notice to Lessor.

Article 11 – Permits and Applications

Lessees shall obtain, at their sole cost, all Federal, State, and local permits and applications necessary to use the Premises as contemplated by this Lease.

Article 12 – No Interference

Lessees' use of the Premises shall not restrict or interfere with the use of the rest of the Dock by the members of the public or by other Lessees.

Article 13 – Liability/Indemnity

The Lessees shall indemnify and save the Lessor harmless from all losses, costs, damages, and claims, including attorneys' fees suffered by Lessor for which the Lessor may be held liable, arising from the use of the Premises by the Lessor, its representatives, agents, clients, or invitees, and not due to the Lessor's willful misconduct or gross negligence. The Lessor shall not be liable to the Lessees or any third party for any type of loss, cost, damage, or harm that occurs in connection with the Premises, except for harm resulting from the Lessor's willful misconduct or gross negligence.

Article 14 – Assignment

The Lessees shall not assign the Lease or sublet the Premises without the Lessor's prior written consent, which consent may be withheld in the Lessor's sole discretion.

Article 15 – Damage to Premises

If fire or other casualty damages the Premises, or any portion, so as to make the Premises unfit for use by the Lessees, either the Lessor or the Lessees may terminate this Lease.

Article 16 – Default

Upon the Lessees' default under this Lease, the Lessor (a) may, at any time, terminate the Lease without giving up any rights under this Lease; and (b) shall have all rights available to it at law or in equity.

Article 17 – Waiver

The Lessor's consent or inaction as to any breach of the Lease shall not constitute a waiver of any prior or succeeding breach. Acceptance of rent with knowledge of a breach shall not constitute a waiver.

Article 18 – Governing Law

This Lease shall be governed by New Hampshire law.

Article 19 – Severability

If any provision of this Lease is contrary to law or is held invalid, the remaining provisions shall remain effective. If the law changes and affects rights under the Lease, the Lease shall be read to comply with or include such laws.

Article 20 – Good Faith and Fair Dealing

Unless expressly stated otherwise in this Lease, whenever a party's consent or approval is required under this Lease, or whenever a party shall have the right to give an instruction or to request another party to act or to refrain from acting under this Lease, or whenever a party must act or perform before another party may act or perform under this Lease, such consent, approval, instruction, request, act, or performance shall be reasonably made or done, or shall not be unreasonably withheld, as the case may be.

EXECUTED as of the day and year first written above.

LESSOR:

Representative, Town of Sunapee

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this ____ day of June, 2019, by _____, a duly authorized representative of the Town of Sunapee, New Hampshire, on behalf of the Town.

Notary Public/Justice of the Peace
My Commission Expires: _____

LESSEES:

Peter Fenton,
Appleseed Cruise Property, LLC

Peter Fenton,
MV Kearsarge Restaurant, LLC

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this ____ day of June, 2019, by Peter Fenton, a duly authorized representative of the Appleseed Cruise Property, LLC, and MV Kearsarge Restaurant, LLC.

Notary Public/Justice of the Peace
My Commission Expires: _____

MOTION needed:

I move to approve the acceptance of the Municipal Relief Fund known as GOFERR held by the State of NH up to a maximum of \$82,415 and to authorize the Town Manager to sign the grant application.

Explanation:

All of this funding is part of the CARES ACT (Coronavirus Aid Relief and Economic Security Act). There was \$32 million dollars authorized by the Governor on May 4th which was allocated to all NH towns based on population. Sunapee's portion of the \$32 million is \$82,415. There are three phases to submit for reimbursement of the \$82,415 of which the first phase is June 1st.

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.

8d. DESIGNATION OF AUTHORITIES FOR CLEAN WATER SRF LOAN

WHEREAS, The Town of Sunapee (the Applicant)
(legal name of Applicant)

after thorough consideration of the nature of its water pollution problem, hereby determines that the construction of certain works, generally described as:

Creation of an Asset Management Plan for the Sunapee Sewer Department

(the Project) is desirable and in the public interest, and to that end it is desired to apply for assistance from the State Revolving Fund (SRF); and

WHEREAS, the Applicant has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-Wq 500, which relate to loans from the Clean Water State Revolving Fund and deems it to be in the public interest to file a loan application and to authorize other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY

The Town of Sunapee Board of Selectmen,

the governing body or Board of Directors of said Applicant, as follows:

1. That the person holding the position of the Town of Sunapee Board of Selectmen-Chairman, currently held by Joshua Trow, is hereby designated as the Authorized Representative of the Applicant for the purpose of filing an application for a loan in accordance with New Hampshire Code of Administrative Rules Chapter Env-Wq 500, furnishing such information, data, and documents pertaining to the applicant for a loan as may be required.
2. That if such loan be made, the following position(s), currently held by the following individual(s), is/are the Authorized Representative(s) of the Applicant for the purpose of signing any documents pertaining to the disbursement of funds to the loan recipient.

Position Title	Name
Town of Sunapee Board of Selectmen, Chairman.	Joshua Trow

3. That if such loan be made, the Applicant agrees to repay the loan as stipulated in the loan agreement.
4. That a certified copy of this resolution be included as part of the application to be submitted for a loan.

5. That persons holding the following position(s) at the time of loan execution are authorized to sign the loan agreement binding the Applicant to the terms and conditions of the loan.

Joshua Trow- Town of Sunapee Board of Selectmen, Chairman

6. That if such loan be made, the Applicant agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

VOTED:

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification.

ATTEST:

Date: _____