

SUNAPEE BOARD OF SELECTMEN
MEETING AGENDA
6:30PM Town Office Meeting Room
Monday, July 12, 2021

- **The meeting will be streamed live on the internet via the Town's website at https://townhallstreams.com/towns/sunapee_nh. If citizens have input for the Board/Committee please submit to Donna Nashawaty, Town Manager at donna@town.sunapee.nh.us no later than 3:30 pm on the day prior to the meeting.**

1. REVIEW OF ITEMS FOR SIGNATURE:
CZC's:

2. APPOINTMENTS
7:00PM- Boat Contracts
7:30PM-Energy Committee Update

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION
•Selectmen Vacancy Question
5. CHAIRMAN'S REPORT

6. TOWN MANAGER REPORTS
•June Expenditure & Revenue reports
•Audit Update

7. UPCOMING MEETINGS:
07/13-5:30PM-Recreation Committee, Town Meeting Room
07/14-7:30PM-Firewards Meeting, Town Meeting Room
07/15-6:30PM-Abbott Library Trustees, Abbott Library
07/15-7:00PM-Planning Board-Master Plan, Town Meeting Room
07/20-6:00PM-Zoning Board, Town Meeting Room
07/22-5:30PM-Water & Sewer Commission, Town Meeting Room

NONPUBLIC: The Board of Selectmen may enter a nonpublic session, if so voted, to discuss items listed under RSA 91-A:3, II

Barbara Vaughn

From: Town Manager
Sent: Tuesday, June 29, 2021 12:55 PM
To: Barbara Vaughn
Subject: FW: vacant BOS position

Please print for selectmen agenda next week.

Donna

DONNA NASHAWATY
TOWN MANAGER
SUNAPEE, NH
603-763-2212
manager@town.sunapee.nh.us

From: Town Manager
Sent: Tuesday, June 29, 2021 12:47 PM
To: dexters@tds.net
Cc: josh.trow@gmail.com
Subject: RE: vacant BOS position

When we meet again, I will ask the selectmen about 1 or 2, as you know they can go into nonpublic upon a majority vote stating the specific statute reason. Last night they did discuss having a two way dialogue via ask a question if they so desired. All within the 5 minutes however. You can review the meeting on the THS feed.

Donna

DONNA NASHAWATY
TOWN MANAGER
SUNAPEE, NH
603-763-2212
manager@town.sunapee.nh.us

From: dexters@tds.net <dexters@tds.net>
Sent: Tuesday, June 29, 2021 12:17 PM
To: Town Manager <manager@town.sunapee.nh.us>
Cc: josh.trow@gmail.com
Subject: Re: vacant BOS position

Hi Donna,

LEASE

Town of Sunapee Dock

THIS LEASE is made as of the _____ day of _____, 2021, between the Town of Sunapee, of 23 Edgemont Road, Sunapee, New Hampshire 03782 (the "Lessor") and Appleseed Cruise Properties, LLC, of 63 High Street, PO Box 774 Bradford, New Hampshire 03221 (the "Lessee"). Lessor and Lessee may collectively be referred to as the "Parties".

RECITALS

Lessee is the owner of two boats operating on Lake Sunapee—one dinner boat and one excursion boat (the "Boats").

Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, 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 Lessee, and the Lessee 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, and the mooring space on the west side of the west leg of the Dock, for the purpose of docking the Boats and loading and unloading of passengers. Lessor acknowledges that the Boats will be docked at the Premises year-round.

Article 2 – Term

- (a) The term of this Lease shall extend from June 1, 2021 to June 1, 2022.
- (b) Lessor will commit to including a warrant article for a longer lease period of up to three (3) years at the 2021 Sunapee Town Meeting.

Article 3 – Parking

- (a) To assist the Town of Sunapee in alleviating the parking issues in the harbor, the Lessee, its guests, and invitees shall be encouraged to park in public spaces in the two dirt Ben Mere parking lots available. Lessee, its guests, and invites shall be encouraged not to park in the spaces on main street or in the parking lot directly in front of the Boats.

Article 4 – Rent

The Lessee shall pay the Lessor annual rent of \$20,000, in three (3) equal installments of \$6,666.66 on the following dates:

- July 1, 2021
- September 1, 2021
- October 1, 2021

The parties agree that this rental payment exceeds the amount of property taxes which would be assessed on the property but for the town's ownership of the property and therefore satisfies the requirements of RSA 72:23, I(b).

Article 5 – Additional Rent

Lessee 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. Dockside liquor service shall be permitted while guests are boarding for a period of up to one hour before any scheduled cruise consistent with the terms of Lessee's State of New Hampshire Liquor License. In exigent circumstances due to weather and/or mechanical issues, which result in the Boat(s) being unable to sail, Lessee may be permitted to serve liquor dockside for the duration of the scheduled cruise. Lessee may request special permission from the Town Manager or Selectboard to serve alcohol dockside for special events.

Article 7 – Signs

The Lessee 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

(a) All utilities and services required for the operation, use, or maintenance of the Boat, or for the convenience of Lessee's clientele, shall be paid by the Lessee.

(b) Septic removal from the Boats shall occur during off hours, generally defined as 6am to 10am, except in exigent circumstances.

(c) The Lessee has installed an electrical panel in the control area of the Lessor'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 Lessee is

responsible for said electrical costs. The Lessee may install a power line from the existing MV Sunapee power supply to supply both boats upon approval from Eversource to alleviate the need for the meter currently being used in the restrooms.

(d) The Lessee agrees to pay for the water bill for usage through the faucet in the stepped garden in the harbor area. The Lessee understands and acknowledges that this faucet is also used to water the flowers and lawn adjacent to the Docks, but only for those purposes, and agrees to be responsible for those costs. 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 9 – Maintenance, Repairs, and Improvements

(a) The Lessee shall not commit waste and will ensure it to keep the Premises and its Dock areas clean. The Lessee 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, replacement posts, improvements and structural repairs including cribbing. The Lessor has the right to enter the Premises whenever necessary or appropriate to carry out such inspections and maintenance as may be required. Lessee shall repair all damage to the Dock that is caused by Lessee's use of the Premises.

(b) By June 1st, Lessee will engage a qualified, professional mutually agreed upon by the parties to inspect the Dock on behalf of the Lessor and to provide a report regarding the condition of the Dock, as well as recommendations as to changes to the Dock which are necessary to safely use the Dock for the purposes intended by Lessee. Lessee shall make all changes to the Dock, other than normal maintenance, as may reasonably be required by the Lessor or its insurer to accommodate the use of the Dock by the Boats, except if Lessor replaces and upgrades said Dock to a newer Dock for purposes beyond the scope of the use by the Boats, Lessee shall not be responsible for the replacement and upgrades of said Dock. Lessee is only responsible for the replacement and repair of cribbing necessitated by its actions.

Article 10 – Insurance

Lessee shall carry the following insurance: (a) Liability coverage applicable to its business activities with no waterborne or marine operations exclusions with limits of at least \$1,500,000 per occurrence and \$3,000,000 aggregate; (b) Umbrella liability coverage of \$4,000,000; and (c) Workers' compensation coverage meeting State of New Hampshire required limits and providing employer's liability coverage. If Lessee maintains broader coverage and/or higher limits than the minimums required above, the Lessor requires and is entitled to broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the Lessor. Lessee shall furnish to the Lessor a certificate of insurance proving it carries the insurance described above. The certificate must indicate that the Lessor and its officials, agents, volunteers and

employees are named as an additional insured on the liability, automobile liability and umbrella liability policies on a primary and noncontributory basis. Lessor shall be named loss payee on required property coverages. If Lessee's liability policies require endorsements to effectuate additional insured status, then Lessee must provide the endorsements to the Lessor prior to its occupancy of the premises and upon the Lessor's request thereafter.

Article 11 – Permits and Applications

Lessee 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

(a) Lessee's 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 another Lessee. Lessor shall ensure that all walkways (including Dock walkways) adjacent to the Premises are maintained during the non-winter months to the same standard as all public walkways.

Lessee's use shall not be restricted or interfered with by Lessor. Lessor shall ensure its employees and/or its agents do not interfere with Lessee's use of the premises, its clientele's use of the premise or vendors providing services to Lessee.

Article 13 – Liability/Indemnity

To the fullest extent permitted by law, the Lessee shall defend and indemnify the Lessor, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of the Lessee's activities, operation, use and/or occupancy of the Premises or the activities of the Lessee or its agents, employees, contractors, subcontractors or invitees, and even if caused in part by any negligent act or omission of Indemnified Parties.

In addition, and regardless of respective fault, the Lessee shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Lessee's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, Social Security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Lessee's obligations to defend and indemnify the Indemnified Parties hereunder shall survive the term of this Lease Agreement as to operation, use and/or occupancy of the Premises or the activities of Lessee or its agents, employees, contractors, subcontractors or invitees, occurring prior to termination of the lease, and termination of the Lessee's occupancy, whichever occurs later.

Article 14 – Assignment

The Lessee 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 Lessee, either the Lessor or the Lessee may terminate this Lease.

Article 16 – Default

Upon the Lessee's 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 _____, 2021, 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: _____

LESSEE:

Peter Fenton
Peter Fenton,
Appleseed Cruise Properties, LLC

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 1st day of July, 2021, by Peter Fenton, a duly authorized representative of the Appleseed Cruise Properties, LLC.

Sarah D. Christie
Notary Public/Justice of the Peace
My Commission Expires _____



LEASE

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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 _____, 2021, 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: _____


LESSEE:




Peter Fenton,
Appleseed Cruise Properties, LLC

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 15th day of July, 2021, by Peter Fenton, a duly authorized representative of the Appleseed Cruise Properties, LLC.



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



January - June Revenue 2021

Fund: GENERAL FUND Periods: 2021-01 thru 2021-06 [50% of Year] Include: Revenues - (Revenue)

(DRA Section - DRA Account)	Estimated Revenues	Actual Revenues
<u>3100 - TAXES</u>		
3190 - INTEREST/PENALTIES	60,000.00	21,037.04
3100 - TAXES	<u>60,000.00</u>	<u>21,037.04</u>
<u>3200 - LICENSES, PERMITS AND FEES</u>		
3210 - BUSINESS LICENSES AND PERMITS	500.00	180.00
3220 - MV PERMIT FEES	827,000.00	357,916.28
3230 - BUILDING PERMITS	36,500.00	32,671.00
3290 - OTHER LICENSES, PERMITS AND FEES	26,060.00	21,222.41
3311-3319 - REVENUE FROM FEDERAL GOVERNMENT	0.00	0.00
3200 - LICENSES, PERMITS AND FEES	<u>890,060.00</u>	<u>411,989.69</u>
<u>3350 - STATE SOURCES</u>		
3351 - SHARED REVENUES	30,000.00	0.00
3352 - MEALS & ROOMS TAX DISTRIBUTION	177,179.00	176,552.84
3353 - HIGHWAY BLOCK GRANT	126,282.00	24,036.14
3354 - WATER POLLUTION GRANT	7,508.00	20,657.50
3379 - FROM OTHER GOVERNMENTS	109,054.00	63,311.00
3350 - STATE SOURCES	<u>450,023.00</u>	<u>284,557.48</u>
<u>3400 - CHARGES FOR SERVICES</u>		
3401-3406 - INCOME FROM DEPARTMENTS	86,640.00	54,175.35
3409 - OTHER CHARGES FOR SERVICES	1,800.00	2,450.00
3400 - CHARGES FOR SERVICES	<u>88,440.00</u>	<u>56,625.35</u>
<u>3500 - MISCELLANEOUS REVENUES</u>		
3501 - SALE OF MUNICIPAL PROPERTY	85,000.00	15,465.42
3503-3509 - OTHER MISCELLANEOUS REVENUES	26,000.00	20,167.30
3500 - MISCELLANEOUS REVENUES	<u>111,000.00</u>	<u>35,632.72</u>
	<u>1,599,523.00</u>	<u>809,842.28</u>

Budget Report January - June 2021

Fund: GENERAL FUND Periods: 2021-01 thru 2021-06 [50% of Year] Include: - Expenditures (Board of Selectmen Monthly Report)

(Seg1-FUND - Seg2-PRIMARY)	Total Budget	PTD Expended	YTD Expended	Encumbered	Available	% Exp.
01 - GENERAL FUND						
4130 - GENERAL GOVERNMENT: EXECUTIVE	355,055.00	160,450.56	160,450.56	0.00	194,604.44	45.19
4140 - TOWN CLERK TAX COLLECTOR	234,361.00	99,812.60	99,812.60	0.00	134,548.40	42.59
4141 - ELECTIONS	9,061.00	6,473.22	6,473.22	0.00	2,587.78	71.44
4150 - FINANCIAL ADMINISTRATION	243,964.00	117,556.42	117,556.42	0.00	126,407.58	48.19
4152 - REVALUATION OF PROPERTY	102,000.00	14,500.61	14,500.61	0.00	87,499.39	14.22
4153 - LEGAL EXPENSES	18,000.00	6,233.50	6,233.50	0.00	11,766.50	34.63
4155 - PERSONNEL ADMINISTRATION	1,000.00	27.50	27.50	0.00	972.50	2.75
4191 - PLANNING AND ZONING	56,074.00	11,219.09	11,219.09	0.00	44,854.91	20.01
4194 - GENERAL GOVERNMENT BUILDINGS	274,624.00	111,304.22	111,304.22	0.00	163,319.78	40.53
4195 - CEMETERIES	13,647.00	3,802.89	3,802.89	0.00	9,844.11	27.87
4196 - INSURANCE NOT OTHERWISE ALLOCATED	8,068.00	0.00	0.00	0.00	8,068.00	0.00
4197 - ADVERTISING AND REGIONAL ASSOCIATION	14,390.00	2,731.99	2,731.99	0.00	11,658.01	18.99
4199 - OTHER GENERAL GOVERNMENT	31,520.00	17,947.31	17,947.31	0.00	13,572.69	56.94
4210 - PUBLIC SAFETY: POLICE	918,523.00	415,323.59	415,323.59	0.00	503,199.41	45.22
4215 - AMBULANCE	61,886.00	61,886.00	61,886.00	0.00	0.00	100.00
4220 - FIRE	271,360.00	97,750.83	97,750.83	0.00	173,609.17	36.02
4229 - SAFETY SERVICES BUILDING	148,013.00	30,751.30	30,751.30	0.00	117,261.70	20.78
4290 - EMERGENCY MANAGEMENT	200.00	0.00	0.00	0.00	200.00	0.00
4312 - HIGHWAY AND STREETS	1,817,923.00	709,981.35	709,981.35	0.00	1,107,941.65	39.05
4316 - STREET LIGHTS	16,800.00	4,566.96	4,566.96	0.00	12,233.04	27.18
4324 - SOLID WASTE DISPOSAL	626,856.00	229,389.06	229,389.06	0.00	397,466.94	36.59
4411 - HEALTH: ADMINISTRATION	5,494.00	0.00	0.00	0.00	5,494.00	0.00
4414 - PEST CONTROL	500.00	0.00	0.00	0.00	500.00	0.00
4415 - HEALTH AGENCIES AND HOSPITALS	15,176.00	15,176.00	15,176.00	0.00	0.00	100.00
4442 - DIRECT ASSISTANCE	42,535.00	12,141.32	12,141.32	0.00	30,393.68	28.54
4520 - PARKS AND RECREATION	167,168.00	69,001.03	69,001.03	0.00	98,166.97	41.28
4550 - LIBRARY	468,005.00	192,559.33	192,559.33	0.00	275,445.67	41.14
4583 - PATRIOTIC PURPOSES	300.00	49.94	49.94	0.00	250.06	16.65
4589 - OTHER CULTURE AND RECREATION	5,000.00	5,000.00	5,000.00	0.00	0.00	100.00
4611 - CONSERVATION: ADMINISTRATION	3,775.00	2,300.00	2,300.00	0.00	1,475.00	60.93
4711 - DEBIT SERVICE: PRINCIPAL - LONG-TERM BONDS AND NOTES	264,335.00	249,658.43	249,658.43	0.00	14,676.57	94.45
4721 - INTEREST - LONG-TERM BONDS AND NOTES	44,263.00	27,137.50	27,137.50	0.00	17,125.50	61.31
4723 - INTEREST ON TAX AND REVENUE ANTICIPATION NOTES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
01 - GENERAL FUND	6,240,876.00	2,674,732.55	2,674,732.55	0.00	3,566,143.45	42.86
	6,240,876.00	2,674,732.55	2,674,732.55	0.00	3,566,143.45	42.86