

SUNAPEE BOARD OF SELECTMEN  
MEETING AGENDA  
6:30PM Town Office Meeting Room  
Monday, June 13, 2022

1. REVIEW OF ITEMS FOR SIGNATURE:

CZC's:

Parcel ID:0104-0040-0000 52 Prospect Hill, Elizabeth Hutchinson  
Parcel ID:0210-0052-0000 156 Trow Hill Road, Sawyer Latva  
Parcel ID:0215-0027-0000 94 Apple Hill Road, Curt Family Trust  
Parcel ID:0231-0020-0000 264 Youngs Hill Road, William Rogers  
Parcel ID:0136-0075-0000 217 Burkehaven Hill Road, Al Matthews  
Parcel ID:0133-0096-0000 9 Maple Street, Michael & Jennifer Cretella  
Parcel ID:0133-0103-0000 10 Maple Court, James Holdman  
Parcel ID:0133-0094-0000 34 River Road, Peter Edwards

LAND DISTURBANCE BOND:

Parcel ID: 0136-0028-0000 323 Lake Ave., Deborah Pasculano

AFTER THE FACT:

Parcel ID: 0103-0019-0000 52 Oak Ridge Road, Linda Doyle Snow

PERMIT TO EXCAVATE:

Parcel ID: 0208-0003-0000 North Road, Brad Benson

Various locations-Installing utility poles for Eversource

DEMO PERMIT:\Parcel ID: 0233-0048-0000 54 Nutting Road, Norman & Susan Smith

2. APPOINTMENTS

- Presentation of Certificate of Appreciation for Chief David Cahill

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- Primex Contribution Assurance Program Property & Liability/Workers Compensation
- Use of Facilities: 06/06-SMHS Senior Class Beach, Dewey Beach
- Use of Facilities: 06/18-Sunapee PD Bike Rodeo, Veterans Field
- Use of Facilities: 07/10-Project Sunapee-Teddy Bear Picnic, Bandstand Area
- Use of Facilities: 09/24-Loi Family Dedication, Bandstand

5. CHAIRMAN'S REPORT

6. TOWN MANAGER REPORTS

- GOFERR (Governor's Office for Emergency Relief & Recovery) Notice of Award
- Excavation Permit Proposed Line Upgrade Project Sunapee (Scott)
- Signs on Town Property
- Dewey Beach Update (Passes)
- Short-Term Rentals

7. UPCOMING MEETINGS:

06/14-5:30PM-Recreation Committee, Town Meeting Room

06/16-7:00PM-Abbott Library Trustees, Abbott Library

06/22-4:00PM-Crowther Chapel, Dexter's Inn

06/22-5:00PM-Energy Committee, 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**



June 7, 2022

Shannon Martinez, Town Manager  
Town of Sunapee  
23 Edgemont Road  
Sunapee, NH 03782-0717

**RE: Contribution Assurance Program (CAP) for CY 2023 – CY 2025 for the Property & Liability Program**

Dear Shannon:

Primex<sup>3</sup> is pleased to offer the **Town of Sunapee** the option of participating in the **Contribution Assurance Program (CAP)** for the next three coverage period years. **For members who have demonstrated commitment to the Primex<sup>3</sup> pool, CAP provides stability by creating a limit on your Property & Liability contributions for future renewals.**

We are pleased to offer you a **CAP Agreement** that provides you budgetary assurance through **December 31, 2025**. (See enclosed **CAP Agreement and Resolution**.) **Please return your executed CAP Agreement and Resolution on or before July 21, 2022, to ensure your participation in CAP for the upcoming October 15, 2022 Renewal.**

The percentage listed is a maximum increase; actual increases will not exceed that percentage and may be lower, based on each member's performance. Performance still impacts contribution amounts, so it remains important for both Primex<sup>3</sup> and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. **CAP** provides predictable contributions in the Property & Liability Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

Carl Weber  
Director of Member Services

**Trust. Excellence. Service.**

Bow Brook Place, 46 Donovan Street ■ Concord, NH 03301-2624  
(603) 225-2841 ■ (800) 698-2364 ■ [nhprimex.org](http://nhprimex.org)

**Property & Liability  
Contribution Assurance Program (CAP) Agreement  
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT  
PLEASE READ CAREFULLY**

Primex<sup>3</sup> is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex<sup>3</sup> agrees, with limited exception<sup>1</sup>, that your annual contribution increase will not exceed nine percent (9%) of the prior year's contribution. Because performance matters with Primex<sup>3</sup>, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex<sup>3</sup> programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex<sup>3</sup> Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

**CY 2023 January 1, 2023 through December 31, 2023**

(maximum 9% increase over January 1, 2022 through December 31, 2022 contribution)

**CY 2024 January 1, 2024 through December 31, 2024**

(maximum 9% increase over January 1, 2023 through December 31, 2023 contribution)

**CY 2025 January 1, 2025 through December 31, 2025**

(maximum 9% increase over January 1, 2024 through December 31, 2024 contribution)

By signing this Agreement, the **Town of Sunapee** agrees to extend its risk pool membership and participation in the Primex<sup>3</sup> **Property & Liability Program** for three coverage period years, through **December 31, 2025**. The **Town of Sunapee** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

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<sup>1</sup> CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex<sup>3</sup> from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex<sup>3</sup> in fairness will provide members advance notice and the option of terminating the CAP Agreement.

The **Town of Sunapee** agrees that the nine percent (9%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex<sup>3</sup> **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Sunapee** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **Town of Sunapee** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex<sup>3</sup> Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex<sup>3</sup> acknowledges that the **Town of Sunapee** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **Town of Sunapee** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **Town of Sunapee** by notice to Primex<sup>3</sup> made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **Town of Sunapee**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **Town of Sunapee** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Sunapee** with legal authority to contractually bind the **Town of Sunapee** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex<sup>3</sup> risk management pool and participation in the Property & Liability Program.

  
\_\_\_\_\_  
Authorized Representative of the  
Governing Body

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Name

## **RESOLUTION TO ENTER PRIMEX<sup>3</sup>** **Property & Liability Contribution Assurance Program (CAP)**

**RESOLVED:** To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex<sup>3</sup> risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex<sup>3</sup> in each year of membership shall be as then set forth in the Coverage Documents of Primex<sup>3</sup>.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Sunapee** adopted on \_\_\_\_\_.

Board: \_\_\_\_\_  
Title of Board

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ duly authorized

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



June 7, 2022

Shannon Martinez, Town Manager  
Town of Sunapee  
23 Edgemont Road  
Sunapee, NH 03782-0717

**RE: Contribution Assurance Program (CAP) for CY 2023 – CY 2025 for the Workers' Compensation Program**

Dear Shannon:

Primex<sup>3</sup> is pleased to offer the **Town of Sunapee** the option of participating in the **Contribution Assurance Program (CAP)** for the next three coverage period years. **For members who have demonstrated commitment to the Primex<sup>3</sup> pool, CAP provides stability by creating a limit on your Workers' Compensation contributions for future renewals.**

We are pleased to offer you a **CAP Agreement** that provides you budgetary assurance through **December 31, 2025**. (See enclosed **CAP Agreement and Resolution**.) **Please return your executed CAP Agreement and Resolution on or before July 21, 2022, to ensure your participation in CAP for the upcoming October 15, 2022 Renewal.**

The percentage listed is a maximum increase; actual increases will not exceed that percentage and may be lower, based on each member's performance. Performance still impacts contribution amounts, so it remains important for both Primex<sup>3</sup> and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. **CAP** provides predictable contributions in the Workers' Compensation Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

Carl Weber  
Director of Member Services

**Trust. Excellence. Service.**

Bow Brook Place, 46 Donovan Street ■ Concord, NH 03301-2624  
(603) 225-2841 ■ (800) 698-2364 ■ [nhprimex.org](http://nhprimex.org)



**Workers' Compensation  
Contribution Assurance Program (CAP) Agreement  
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT  
PLEASE READ CAREFULLY**

Primex<sup>3</sup> is offering members in our **Workers' Compensation Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex<sup>3</sup> agrees, with limited exception<sup>1</sup>, that your annual contribution increase will not exceed ten percent (10%) of the prior year's contribution. Because performance matters with Primex<sup>3</sup>, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex<sup>3</sup> programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex<sup>3</sup> Workers' Compensation Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

**CY 2023 January 1, 2023 through December 31, 2023**

(maximum 10% increase over January 1, 2022 through December 31, 2022 contribution)

**CY 2024 January 1, 2024 through December 31, 2024**

(maximum 10% increase over January 1, 2023 through December 31, 2023 contribution)

**CY 2025 January 1, 2025 through December 31, 2025**

(maximum 10% increase over January 1, 2024 through December 31, 2024 contribution)

By signing this Agreement, the **Town of Sunapee** agrees to extend its risk pool membership and participation in the Primex<sup>3</sup> **Workers' Compensation Program** for three coverage period years, through **December 31, 2025**. The **Town of Sunapee** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

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<sup>1</sup> CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex<sup>3</sup> from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex<sup>3</sup> in fairness will provide members advance notice and the option of terminating the CAP Agreement.



The **Town of Sunapee** agrees that the ten percent (10%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex<sup>3</sup> **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Sunapee** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **Town of Sunapee** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex<sup>3</sup> Workers' Compensation Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex<sup>3</sup> acknowledges that the **Town of Sunapee** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **Town of Sunapee** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **Town of Sunapee** by notice to Primex<sup>3</sup> made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **Town of Sunapee**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **Town of Sunapee** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Sunapee** with legal authority to contractually bind the **Town of Sunapee** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex<sup>3</sup> risk management pool and participation in the Workers' Compensation Program.

  
\_\_\_\_\_  
Authorized Representative of the  
Governing Body

  
\_\_\_\_\_  
Title

 07 June 2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Name



**RESOLUTION TO ENTER PRIMEX<sup>3</sup>**  
**Workers' Compensation Contribution Assurance Program (CAP)**

**RESOLVED:** To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) to enter into its **Workers' Compensation Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex<sup>3</sup> risk management pool membership during the term of the **Workers' Compensation Contribution Assurance Program (CAP)**. The coverage provided by Primex<sup>3</sup> in each year of membership shall be as then set forth in the Coverage Documents of Primex<sup>3</sup>.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Sunapee** adopted on \_\_\_\_\_.

Board: \_\_\_\_\_  
Title of Board

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ duly authorized

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

## APPLICATION FOR USE OF TOWN OF SUNAPEE FACILITIES

Area (Circle One): BenMere/Bandstand – Coffin Park - Dewey Beach - Georges Mills Harbor – Safety Services Building--Sunapee Harbor-Tilton Park

Name of Organization:

Sunapee Middle High School  
This Organization is: Non-Profit – Political – Private (N/A for profit companies)

Sean Moynihan  
Name of Duly Authorized:

Mailing Address: 10 North Road, Sunapee NH, 03782

Daytime Phone: (603) 763 5615 Evening Phone: (603) 763 5615

I/We hereby apply for permission to use the above circled Town facility on:

Event Date: 6/6/2022 Time: From: 4:30pm To: 6:30pm

Please describe the complete details of the event: (If advertising please include ad or flyer)

\*include a list of outside vendors that will be part of your event.

Senior Class Beach Day. Food Truck will  
be set up in the parking lot. Beach may  
be open to other town residents as well.

I/We acknowledge understanding the following restrictions:

- (1) If this event will likely bring more than 50 people or 20 cars to the area, the applicant must first submit this application to the Chief of Police. The Chief of Police may require the applicant to hire police officer(s) for crowd or traffic control.
- (2) I/We agree to abide by the Town of Sunapee's Recreation Area Ordinance, which controls conduct and uses of this area.
- (3) The applicant shall indemnify and hold the Town of Sunapee, its employees, agents, and representatives harmless from any and all suits, actions, claims, in equity or at law, for damages asserted by any attendees at such function, or other third parties, resulting from the use of the premises, or from

the food and beverages served at the above-described function. In addition, in the event that the town is required to respond to any claims of any nature arising in connection with the function or the applicant's use of the premises, the applicant agrees to pay to the Town all costs, fees, charges and attorney's fees which may be incurred by the Town concerning such claims.

I/We plan on 25-30 # of people and 20-25 # of vehicles attending our event.

Signature of Responsible Individual [Signature] Date 6/3/22

[Signature]  
Approved by Chief of Police Date 6/6/22

0 # of Officer(s) will be assigned to event at applicant's expense.

[Signature]  
Approved by Recreation Director (if applicable) Date 6/02/22

[Signature]  
Approved by Fire Chief (if applicable) Date 6/5/22

[Signature]  
Approved by Highway Director (if applicable) Date \_\_\_\_\_

Signature of Approving/Denying Authority (Chairman of the Board of Selectmen) Date \_\_\_\_\_

**Insurance:** At least ten (10) days prior to such scheduled function, the applicant shall furnish to the Office of the Sunapee Board of Selectmen written confirmation that the applicant has secured adequate liability insurance covering the event in an amount not less than \$300,000.

**\*Suggested \$50 contribution for non-residents**

**NO ALCOHOL ALLOWED ON TOWN PROPERTIES WITHOUT A  
ALCOHOLIC CONSUMPTION ON TOWN PROPERTY PERMIT**

Dear Selectmen,

Thank you so much for allowing your graduating class of 2022 to have our end of year celebration at Dewey Beach. We sincerely apologize for not following the necessary rules and guidelines to get this activity approved, but your flexibility, generosity, and understanding allowed us to have the most amazing time as a class. Furthermore, we thank you so much for allowing us to have a food truck at the event. While this is in direct violation of the town use regulations, we are so grateful for your willingness to work with us and find a way for us to celebrate exactly the way we wanted to. Our class is so grateful for everything you have done for us and everything that you do for the community. Please do not hesitate to reach out if there is anything we can do for you to begin to repay you for all you have done for us.

Gratefully yours,

SMHS Class of 2022

## APPLICATION FOR USE OF TOWN OF SUNAPEE FACILITIES

Area (Circle One): BenMere/Bandstand – Coffin Park - Dewey Beach – Georges Mills Harbor – Safety Services Building--Sunapee Harbor-Tilton Park Veterans Field

Name of Organization:

Sunapee Police Department  
This Organization is: Non-Profit – Political –Private (N/A for profit companies)

Non-Profit  
Name of Duly Authorized:

Jordan Chappell / Timothy Puchter  
Mailing Address: PO Box 91 Sunapee NH 03782

Daytime Phone: 603-763-5555 Evening Phone: X

I/We hereby apply for permission to use the above circled Town facility on:

Event Date: June 18<sup>th</sup> 2022 Time: From: 9 am To: 1 pm

Please describe the complete details of the event:(If advertising please include ad or flyer)  
\*include a list of outside vendors that will be part of your event.

Possible Hot dog Stand  
Bike Shop trailer for Inspection

I/We acknowledge understanding the following restrictions:

- (1) If this event will likely bring more than 50 people or 20 cars to the area, the applicant must first submit this application to the Chief of Police. The Chief of Police may require the applicant to hire police officer(s) for crowd or traffic control.
- (2) I/We agree to abide by the Town of Sunapee's Recreation Area Ordinance, which controls conduct and uses of this area.
- (3) The applicant shall indemnify and hold the Town of Sunapee, its employees, agents, and representatives harmless from any and all suits, actions, claims, in equity or at law, for damages asserted by any attendees at such function, or other third parties, resulting from the use of the premises, or from

the food and beverages served at the above-described function. In addition, in the event that the town is required to respond to any claims of any nature arising in connection with the function or the applicant's use of the premises, the applicant agrees to pay to the Town all costs, fees, charges and attorney's fees which may be incurred by the Town concerning such claims.

I/We plan on 40 # of people and 20 # of vehicles attending our event.

Signature of Responsible Individual

*John Chappell*

Date 5-23-22

*[Signature]*

Approved by Chief of Police

6/6/22  
Date

2

# of Officer(s) will be assigned to event at applicant's expense.

Approved by Recreation Director (if applicable)

Date

*for Billy*

Approved by Fire Chief (if applicable)

6/8/22  
Date

Approved by Highway Director (if applicable)

Date

Signature of Approving/Denying Authority (Chairman of the Board of Selectmen)

Date

**Insurance:** At least ten (10) days prior to such scheduled function, the applicant shall furnish to the Office of the Sunapee Board of Selectmen written confirmation that the applicant has secured adequate liability insurance covering the event in an amount not less than \$300,000.

**\*Suggested \$50 contribution for non-residents**

**NO ALCOHOL ALLOWED ON TOWN PROPERTIES WITHOUT A  
ALCOHOLIC CONSUMPTION ON TOWN PROPERTY PERMIT**



## APPLICATION FOR USE OF TOWN OF SUNAPEE FACILITIES

Area (Circle One): BenMere/Bandstand - Coffin Park - Dewey Beach - Georges Mills Harbor - Safety Services Building - Sunapee Harbor - Tilton Park

Name of Organization:

PROJECT SUNAPEE

This Organization is: (Non-Profit) - Political - Private (N/A for profit companies)

Name of Duly Authorized:

DONNA GAZELLE

Mailing Address: POB 594 SUNAPEE NH 03782

Daytime Phone: 603.763.2293 Evening Phone: \_\_\_\_\_

I/We hereby apply for permission to use the above circled Town facility on:

Event Date: SUNDAY JULY 10 Time: From: 11:30 am To: 1:00 pm

Please describe the complete details of the event: (If advertising please include ad or flyer)

\*include a list of outside vendors that will be part of your event.

ANNUAL TEDDY BEAR PICNIC

MUSIC - GAMES - ENTERTAINMENT FOR CHILDREN & BEARS.

SET UP @ 10:30 / CLEAN UP BY 1:30

I/We acknowledge understanding the following restrictions:

- (1) If this event will likely bring more than 50 people or 20 cars to the area, the applicant must first submit this application to the Chief of Police. The Chief of Police may require the applicant to hire police officer(s) for crowd or traffic control.
- (2) I/We agree to abide by the Town of Sunapee's Recreation Area Ordinance, which controls conduct and uses of this area.
- (3) The applicant shall indemnify and hold the Town of Sunapee, its employees, agents, and representatives harmless from any and all suits, actions, claims, in equity or at law, for damages asserted by any attendees at such function, or other third parties, resulting from the use of the premises, or from

the food and beverages served at the above-described function. In addition, in the event that the town is required to respond to any claims of any nature arising in connection with the function or the applicant's use of the premises, the applicant agrees to pay to the Town all costs, fees, charges and attorney's fees which may be incurred by the Town concerning such claims.

I/We plan on 30-50 families # of people and 25 # of vehicles attending our event.

MANY GUESTS WALK TO  
HARBOR

Signature of Responsible Individual

Dawn Sorelli

Date

5/30/2022

Approved by Chief of Police

[Signature]

Date

6/16/22

0 # of Officer(s) will be assigned to event at applicant's expense.

Approved by Recreation Director (if applicable)

Date

Approved by Fire Chief (if applicable)

[Signature]

Date

6/8/22

Approved by Highway Director (if applicable)

Date

Signature of Approving/Denying Authority (Chairman of the Board of Selectmen)

Date

**Insurance:** At least ten (10) days prior to such scheduled function, the applicant shall furnish to the Office of the Sunapee Board of Selectmen written confirmation that the applicant has secured adequate liability insurance covering the event in an amount not less than \$300,000.

**\*Suggested \$50 contribution for non-residents**

**NO ALCOHOL ALLOWED ON TOWN PROPERTIES WITHOUT A  
ALCOHOLIC CONSUMPTION ON TOWN PROPERTY PERMIT**

## APPLICATION FOR USE OF TOWN OF SUNAPEE FACILITIES

Area (Circle One): Ben Mere/Bandstand Coffin Park - Dewey Beach - Georges Mills Harbor -  
Safety Services Building--Sunapee Harbor-Tilton Park

Name of Organization:

Jo's Family Dedication

This Organization is: Non-Profit - Political - Private (N/A for profit companies)

Lisa Hookstra

Name of Duly Authorized:

SAR

Mailing Address:

POB 616 Sunapee

Daytime Phone:

603.495.3516

Evening Phone:

same

I/We hereby apply for permission to use the above circled Town facility on:

Event Date:

Sat, Sep 24, 2022

Time: From:

10 AM

To:

11 AM

Please describe the complete details of the event: (If advertising please include ad or flyer)

\*include a list of outside vendors that will be part of your event.

Private family dedication of 2-year old child

I/We acknowledge understanding the following restrictions:

n/a

(1) If this event will likely bring more than 50 people or 20 cars to the area, the applicant must first submit this application to the Chief of Police. The Chief of Police may require the applicant to hire police officer(s) for crowd or traffic control.

yes

(2) I/We agree to abide by the Town of Sunapee's Recreation Area Ordinance, which controls conduct and uses of this area.

yes

(3) The applicant shall indemnify and hold the Town of Sunapee, its employees, agents, and representatives harmless from any and all suits, actions, claims, in equity or at law, for damages asserted by any attendees at such function, or other third parties, resulting from the use of the premises, or from

the food and beverages served at the above-described function. In addition, in the event that the town is required to respond to any claims of any nature arising in connection with the function or the applicant's use of the premises, the applicant agrees to pay to the Town all costs, fees, charges and attorney's fees which may be incurred by the Town concerning such claims.

I/We plan on 25 # of people and 10 # of vehicles attending our event.

Signature of Responsible Individual [Signature] Date 6.1.22

[Signature]  
Approved by Chief of Police Date 6/1/22

0 # of Officer(s) will be assigned to event at applicant's expense.

Approved by Recreation Director (if applicable) Date

[Signature]  
Approved by Fire Chief (if applicable) Date 6/8/22

Approved by Highway Director (if applicable) Date

Signature of Approving/Denying Authority (Chairman of the Board of Selectmen) Date

**Insurance:** At least ten (10) days prior to such scheduled function, the applicant shall furnish to the Office of the Sunapee Board of Selectmen written confirmation that the applicant has secured adequate liability insurance covering the event in an amount not less than \$300,000.

**\*Suggested \$50 contribution for non-residents**

**NO ALCOHOL ALLOWED ON TOWN PROPERTIES WITHOUT A  
ALCOHOLIC CONSUMPTION ON TOWN PROPERTY PERMIT**

## Barbara Vaughn

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**From:** Town Manager  
**Sent:** Thursday, May 26, 2022 7:13 PM  
**To:** Barbara Vaughn  
**Subject:** Fwd: [EXTERNAL]FW: [EXTERNAL]RE: Excavation Permit Proposed Line Upgrade Project Sunapee

Can you please add this to the BOS agenda?

Cahill should be added too. Can you please call him and confirm he can attend?

Thank you!

Begin forwarded message:

**From:** Scott Hazelton <Scotth@town.sunapee.nh.us>  
**Date:** May 26, 2022 at 2:45:45 PM EDT  
**To:** "Chamberlain, Kevin F" <kevin.chamberlain@eversource.com>  
**Cc:** "Saeed, Aseel N. [US-SAJ]" <Aseel.Saeed@leidos.com>, Barbara Vaughn <frontdesk@town.sunapee.nh.us>, "Griffiths, Broderick M. [US-US]" <Broderick.M.Griffiths@leidos.com>, "Fraser, Mark F" <mark.fraser@eversource.com>, "Duford, Nathan Z" <nathan.duford@eversource.com>, "Stancombe, Michael A" <michael.stancombe@eversource.com>, "Jennings, Connor" <connor.jennings@eversource.com>, Town Manager <manager@town.sunapee.nh.us>, "St Cyr, Marc P" <marc.stcyr@eversource.com>  
**Subject:** RE: [EXTERNAL]FW: [EXTERNAL]RE: Excavation Permit Proposed Line Upgrade Project Sunapee

Kevin:

I spoke with the Town Manager, Shannon Martinez, this afternoon and we're not going to remove the condition from Eversource's Permit to Excavate at this time. As discussed with you yesterday in Sunapee Harbor, there are a lot of frustrated residents in the Town that have contacted the former Town Manager and myself about the "double pole" issue.

We also discussed this issue with Connor Jennings a few years ago. Connor facilitated getting some of the utility transfers completed from the old poles to the new poles, and the double poles were removed at that time. That said, it appears that there is and/or was a method of communication between the various utility companies that worked to facilitate the completion and removal of some of the double poles, albeit only 1/5+/- of the double poles that existed in the Town.



We will discuss this with the Board of Selectmen at their next meeting on June 6<sup>th</sup>, 2022, to get their input and to determine the Town approach for pursue resolution to this issue moving forward. We would also look to Eversource as own of the major pole owners in the Town, and other utility companies, for solutions that might be implemented to resolve this issue.

Thank You,

Scott A. Hazelton, CPESC  
Highway Director  
Town of Sunapee  
Highway Department  
621 Route 11  
Sunapee, New Hampshire 03782  
Telephone (603)763-5060 Ext. 11  
Fax (603) 763-4337  
E-mail: scotth@town.sunapee.nh.us

**From:** Chamberlain, Kevin F <kevin.chamberlain@eversource.com>

**Sent:** Wednesday, May 25, 2022 3:51 PM

**To:** Scott Hazelton <Scotth@town.sunapee.nh.us>

**Cc:** Saeed, Aseel N. [US-SA] <Aseel.Saeed@leidos.com>; Barbara Vaughn <frontdesk@town.sunapee.nh.us>; Griffiths, Broderick M. [US-US] <Broderick.M.Griffiths@leidos.com>; Fraser, Mark F <mark.fraser@eversource.com>; Duford, Nathan Z <nathan.duford@eversource.com>; Stancombe, Michael A <michael.stancombe@eversource.com>; Jennings, Connor <connor.jennings@eversource.com>; Town Manager <manager@town.sunapee.nh.us>; St Cyr, Marc P <marc.stcyr@eversource.com>

**Subject:** [EXTERNAL]FW: [EXTERNAL]RE: Excavation Permit Proposed Line Upgrade Project Sunapee

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Scott,

Thank you for responding to o the Eversource Excavation permit. In speaking with you today you made no mention of the condition that you have placed on this Eversource Excavation Application.  
Eversource does not have a means to guarantee that all poles will be transferred and removed by the end of 2022.

The current intercompany policy and practice in place is that Eversource would provide proper notification to the attaché's once the new pole is ready to have the transfer work completed.

We do not have any authority to dictate how quickly these other attached parties react to the notification to transfer.

Eversource is very aware of your concern in the Town of Sunapee with the double poles that have yet to be transferred by others. We do not have a means to facilitate these transfers other than following the policy currently in place.

I would ask that you please remove this condition from the Excavation permit with the understanding that Eversource will follow all current notification policies to all attaché's at the proper time.

Thanks

*Kevin*

Kevin Chamberlain  
Field Supervisor Electrical Design,  
Western Region Engineering

**EVERSOURCE**  
19 Production Avenue  
Keene, NH 03431

Office: (603) 757-7360  
Mobile: (603) 533-6059  
e-mail: [kevin.chamberlain@eversource.com](mailto:kevin.chamberlain@eversource.com)

**From:** Scott Hazelton <[Scotth@town.sunapee.nh.us](mailto:Scotth@town.sunapee.nh.us)>  
**Sent:** Wednesday, May 25, 2022 11:46 AM  
**To:** Saeed, Aseel N. [US-SA] <[Aseel.Saeed@leidos.com](mailto:Aseel.Saeed@leidos.com)>  
**Cc:** Barbara Vaughn <[frontdesk@town.sunapee.nh.us](mailto:frontdesk@town.sunapee.nh.us)>; Griffiths, Broderick M. [US-US] <[Broderick.M.Griffiths@leidos.com](mailto:Broderick.M.Griffiths@leidos.com)>; Chamberlain, Kevin F <[kevin.chamberlain@eversource.com](mailto:kevin.chamberlain@eversource.com)>; Fraser, Mark F <[mark.fraser@eversource.com](mailto:mark.fraser@eversource.com)>; Duford, Nathan Z <[nathan.duford@eversource.com](mailto:nathan.duford@eversource.com)>; Stancombe, Michael A <[michael.stancombe@eversource.com](mailto:michael.stancombe@eversource.com)>; Jennings, Connor <[connor.jennings@eversource.com](mailto:connor.jennings@eversource.com)>; Town Manager <[manager@town.sunapee.nh.us](mailto:manager@town.sunapee.nh.us)>  
**Subject:** RE: [EXTERNAL]RE: Excavation Permit Proposed Line Upgrade Project Sunapee

**EVERSOURCE IT NOTICE – EXTERNAL EMAIL SENDER \*\*\*\*\* Don't be quick to click! \*\*\*\*\***

Do not click on links or attachments if sender is unknown or if the email is unexpected from someone you know, and never provide a user ID or password. Report suspicious emails by selecting 'Report Phish' or forwarding to [SPAMFEEDBACK@EVERSOURCE.COM](mailto:SPAMFEEDBACK@EVERSOURCE.COM) for analysis by our cyber security team.



Saeed:

Please find attached a copy of the Permit to Excavate with my signature and one condition. The Board of Selectmen will review this at their next regularly scheduled meeting. Please do not hesitate to contact me if you have any questions.

Kind Regards,

Scott A. Hazelton, CPESC  
Highway Director  
Town of Sunapee  
Highway Department  
621 Route 11  
Sunapee, New Hampshire 03782  
Telephone (603)763-5060 Ext. 11  
Fax (603) 763-4337  
E-mail: [scotth@town.sunapee.nh.us](mailto:scotth@town.sunapee.nh.us)

**From:** Saeed, Aseel N. [US-SA] <[Aseel.Saeed@leidos.com](mailto:Aseel.Saeed@leidos.com)>

**Sent:** Friday, May 20, 2022 12:39 PM

**To:** Scott Hazelton <[Scotth@town.sunapee.nh.us](mailto:Scotth@town.sunapee.nh.us)>

**Cc:** Griffiths, Broderick M. [US-US] <[Broderick.M.Griffiths@leidos.com](mailto:Broderick.M.Griffiths@leidos.com)>; Chamberlain, Kevin F <[kevin.chamberlain@eversource.com](mailto:kevin.chamberlain@eversource.com)>; Fraser, Mark F <[mark.fraser@eversource.com](mailto:mark.fraser@eversource.com)>; Duford, Nathan Z <[nathan.duford@eversource.com](mailto:nathan.duford@eversource.com)>; Stancombe, Michael A <[michael.stancombe@eversource.com](mailto:michael.stancombe@eversource.com)>; Jennings, Connor <[connor.jennings@eversource.com](mailto:connor.jennings@eversource.com)>; Town Manager <[manager@town.sunapee.nh.us](mailto:manager@town.sunapee.nh.us)>

**Subject:** [EXTERNAL]RE: Excavation Permit Proposed Line Upgrade Project Sunapee

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Scott,

Attached is the digsafes and excavation permit for the proposed poles associated with the planned upcoming Eversource reliability project. Ready for your approval. Please feel free to reach out if you have any questions or concerns.

**Best Regards,**

**Aseel Saeed | Leidos**

Distribution Engineer | Power Delivery Services

Office: 508.935.1647

Mobile: 401.410.7078

[aseel.saeed@leidos.com](mailto:aseel.saeed@leidos.com) | [leidos.com/engineering](https://leidos.com/engineering)



NATIONAL SECURITY | HEALTH | ENGINEERING

**From:** Chamberlain, Kevin F <[kevin.chamberlain@eversource.com](mailto:kevin.chamberlain@eversource.com)>

**Sent:** Thursday, February 24, 2022 2:12 PM

**To:** Scott Hazelton <[Scotth@town.sunapee.nh.us](mailto:Scotth@town.sunapee.nh.us)>

**Cc:** Fraser, Mark F <[mark.fraser@eversource.com](mailto:mark.fraser@eversource.com)>; Duford, Nathan Z <[nathan.duford@eversource.com](mailto:nathan.duford@eversource.com)>; Saeed, Aseel N. [US-SA] <[Aseel.Saeed@leidos.com](mailto:Aseel.Saeed@leidos.com)>; Stancombe, Michael A <[michael.stancombe@eversource.com](mailto:michael.stancombe@eversource.com)>; Jennings, Connor <[connor.jennings@eversource.com](mailto:connor.jennings@eversource.com)>; Town Manager <[manager@town.sunapee.nh.us](mailto:manager@town.sunapee.nh.us)>

**Subject:** EXTERNAL: Excavation Permit Proposed Line Upgrade Project Sunapee

Good afternoon Scott,

Attached is the excavation permit for the proposed poles associated with the planned upcoming Eversource reliability project.

This project is being driven by the need for additional electrical capacity in this area of Sunapee.

A number of larger homes are being constructed and renovated in this area of the Eversource system and the current system is unable to support these new loads without this upgrade project taking place.

The proposed design is currently going through final design review within Eversource.

We are in the process of contacting property owners where tree removal or tree trimming will be required in order to install the upgrades facilities.

I am unable to supply you with the exact timing of this project as it will be driven by the availability of Line Crews and materials necessary for the project.

Eversource will be contacting you and all other parties impacted by the project prior to starting any work once we have a firm start date for construction.

At that time we will be able to update you with the details of when the poles would be planned to be installed and all work completed.

My ask at this point is to please review the information that Aseel has provided with excavation permit and to contact Aseel with any additional questions or concerns that you may have with the proposed design.

Once we have your feedback and confirmation that we will be able to gain permission for the trimming associated with the proposed design we will then be able to complete the design and start the construction planning and scheduling phase of the project.

When the project is ready to be constructed Eversource will be following all established policies to notify any and all parties that may be required to transfer their facilities to the new poles.

At this point Eversource does not anticipate starting any work in this area until sometime in the late June or July.

Thanks

*Kevin*

Kevin Chamberlain  
Field Supervisor Electrical Design,  
Western Region Engineering

**EVERSOURCE**

19 Production Avenue  
Keene, NH 03431

Office: (603) 757-7360

Mobile: (603) 533-6059

e-mail: [kevin.chamberlain@eversource.com](mailto:kevin.chamberlain@eversource.com)

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## **Barbara Vaughn**

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**From:** Town Manager  
**Sent:** Wednesday, June 8, 2022 11:57 AM  
**To:** Barbara Vaughn  
**Subject:** FW: [EXTERNAL]Re: [EXTERNAL]Policy re: Signs on Town Property

Shannon Martinez  
Town Manager  
23 Edgemont Rd, Sunapee, NH 03782  
Office Phone: 603-763-2212  
Email: [manager@town.sunapee.nh.us](mailto:manager@town.sunapee.nh.us)  
<https://www.town.sunapee.nh.us/>

-----Original Message-----

From: [dexters@tds.net](mailto:dexters@tds.net) <[dexters@tds.net](mailto:dexters@tds.net)>  
Sent: Wednesday, June 8, 2022 10:07 AM  
To: Town Manager <[manager@town.sunapee.nh.us](mailto:manager@town.sunapee.nh.us)>  
Subject: [EXTERNAL]Re: [EXTERNAL]Policy re: Signs on Town Property

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the update. I believe that is the correct decision. Once one organization is allowed to place a sign it opens up a whole can of worms as to which organizations/individuals are allowed and which are not allowed.

I encourage you to place a "Signs on Town Property" topic on an upcoming Selectboard agenda. Doing so will enable you to explain to the Selectboard and the public your action and reasoning.

John

----- Original Message -----

From: "manager" <[manager@town.sunapee.nh.us](mailto:manager@town.sunapee.nh.us)>

To: "dexters tds. net" <dexters@tds.net>  
Sent: Tuesday, June 7, 2022 9:48:00 PM  
Subject: RE: [EXTERNAL]Policy re: Signs on Town Property

John,

I hope you are doing well. I wanted to follow up and let you know that I asked for the signs, at the transfer station, to be removed. I do not believe they comply with what is written in the ordinance.

Thank you for calling my attention to this matter.

Regards,  
Shannon

Shannon Martinez  
Town Manager  
23 Edgemont Rd, Sunapee, NH 03782  
Office Phone: 603-763-2212  
Email: manager@town.sunapee.nh.us  
<https://www.town.sunapee.nh.us/>

-----Original Message-----

From: dexters@tds.net <dexters@tds.net>  
Sent: Tuesday, May 31, 2022 9:52 AM  
To: Town Manager <manager@town.sunapee.nh.us>; josh.trow@gmail.com; sgottling@comcast.net; fgallup@vailresorts.com>; mvice12 <mvice12@yahoo.com>; cpwallace27 <cpwallace27@gmail.com>  
Subject: [EXTERNAL]Policy re: Signs on Town Property

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings Town Manager & Selectboard Members,

For approximately the past two weeks there has been a sign at the entrance to the Sunapee Transfer Station and a sign at the exit of the Sunapee Transfer Station promoting for-profit commerce. So, the purpose of this email is to ask:

- 1) What is the current policy regarding signs being placed on property owned by the Town of Sunapee?
- 2) Does the Transfer Station have a different set of rules regarding signs than other property owned by the Town of Sunapee?

3) Does the current sign policy apply equally to all individuals/organizations or are selected individuals/organizations exempt from the sign policy due to the selected individuals/organizations being related to the Selectboard members or the selected individuals/organizations donating money to causes favored by the Selectboard members?

4) Who is responsible for the monitoring of signs on Town property?

I look forward to your response.

For Sunapee (all of Sunapee),

John

John Augustine  
258 Stagecoach Road  
Sunapee, NH 03782  
603-763-5571