

SUNAPEE BOARD OF SELECTMEN  
MEETING AGENDA  
6:30PM Town Office Meeting Room  
Monday, August 08, 2022

1. REVIEW OF ITEMS FOR SIGNATURE: **(Previously Signed-PS)**

CZC's:

**(PS)** Parcel ID: 0121-0021-0000 20 West Shore Rd, Chris & Ellen Carstensen-Caywood

Parcel ID: 0110-0003-0000 407 Jobs Creek Road, C Lazy U Farms, LLC

Parcel ID: 0115-0020-0000 1 North Shore Road, Stephen Curley

Parcel ID: 0137-0017-0000 44 Harbor Hill Road, Michael Salvay

Parcel ID: 0137-0009-0000 Beech Street, Meant to Bee Trust

Parcel ID: 0129-0043-0000 14 Sargent Road, Leslie & Wendy Dunnells

Parcel ID: 0121-0020-0000 45 West Shore Road, Sarah Harris & Pierre Lessard

Parcel ID: 0120-0020-0000 21 Scotts Cove Rd., Elizabeth Junius

AFTER-THE-FACT:

**(PS)** Parcel ID: 0121-0021-0000 20 West Shore Rd, Chris & Ellen Carstensen-Caywood

DRIVEWAY PERMIT:

**(PS)** Parcel ID: 0121-0021-0000 20 West Shore Rd, Chris & Ellen Carstensen-Caywood

Parcel ID: 0115-0020-0000 1 North Shore Road, Stephen F. Curley Restated Living Trust

Parcel ID: 0239-0011-0000 Messer Road, George & Deborah Grant

Parcel ID: 0237-0003-0000 Harding Hill Road, David Lewis/Jennifer Shea

Parcel ID: 0203-0007-0000 Granite Ridge, Theodore Tillson

Parcel ID: 0120-0020-0000 21 Scotts Cove Rd., Elizabeth Junius

Parcel ID: 0137-0009-0000 Beech Street, Meant to Bee Trust

DRIVEWAY PERMIT: **(Denied)**

Parcel ID: 0133-0117-0000 14 Maple Street, Melinda Luther

LAND DISTURBANCE BOND:

Parcel ID: 0121-0020-0000 45 West Shore Road, Sarah Harris & Pierre Lessard

2. APPOINTMENTS

7:00PM-Swearing in Town Clerk/Tax Collector & Deputy

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- Authorize Chairman to sign Drinking Water Supplemental Loan Agreement
- Use of Facilities-09/27-Outdoor Recreation for Seniors, Dewey Beach
- Use of Facilities-08/13-NEHSA Pirate Paddle Event, Sunapee Harbor

5. CHAIRMAN'S REPORT

6. TOWN MANAGER REPORTS

- Short-Term Rental Update
- Staffing Update

- Finance Update

**Motion to enter a non-public session under RSA 91-A:31(b)-the hiring of any person as a public employee.**

**7. UPCOMING MEETINGS:**

08/09-5:30PM-Recreation Committee, Town Meeting Room  
08/10-5:00PM-Energy Committee, Town Meeting Room  
08/11-7:00PM-Planning Board, Town Meeting Room  
08/12-10:00AM-Community Conversation, Methodist Church  
08/15-5:00PM-Short-Term Rentals Task Force

Michs!

## 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:

NEHSA

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

Sue Mills (NEHSA BOD President)

Name of Duly Authorized:

PO BOX 2135 Mt Sunapee Rd

Mailing Address: Newbury NH 03255

Daytime Phone: 603 769 9158 Evening Phone: 603 727 8137 SM

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

Event Date: 8/13/2002 Time: From: 4:30/5 To: 8: pm approx

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.

NEHSA PIRATE PADDLE EVENT w/ PIZZA  
Kayak out in circle and back to  
shore about an 1 to 1 1/2 hr.  
Then picnic on grass by bathroom.

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 # of people and 10-12 # of vehicles attending our event.

Signature of Responsible Individual Sue Mills Date 8/8/2022

S. Park  
Approved by Chief of Police Date 8/8/22

52 # of Officer(s) will be assigned to event at applicant's expense.  
52  
Approved by Recreation Director (if applicable) Date 8/8/2022

Approved by Fire Chief (if applicable) 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**

STATE OF NEW HAMPSHIRE  
DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM  
TOWN OF SUNAPEE, NEW HAMPSHIRE  
(Project No. 2271010-01)

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**SUPPLEMENTAL LOAN AGREEMENT**

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This SUPPLEMENTAL LOAN AGREEMENT (Agreement) between the State of New Hampshire Drinking Water State Revolving Loan Fund Program (State) and the **Town of Sunapee, New Hampshire** (Loan Recipient) in accordance with RSA 486:14 and New Hampshire Code of Administrative Rules Chapter Env-Dw 1100 (Rules) in order to finance the **Water Treatment Plant Improvement - UV System Project** (Project) which is now complete. The Project is described in Exhibit A. This Agreement supplements or amends the Original Loan Agreement (OLA) dated December 2, 2020. The purpose of this Agreement is to set the terms, interest rate, and payment schedule for the repayment of the monies borrowed under the OLA. All terms of the OLA that are not amended by this Agreement remain in effect.

The Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of **Four Hundred Thousand and 00/100 Dollars (\$400,000)** with interest thereon payable in annual installments as provided in this Agreement. Pursuant to the 2020 State of New Hampshire Drinking Water State Revolving Loan Fund Intended Use Plan, a total of **One Hundred Sixty-Four Thousand and 00/100 Dollars (\$164,000)** of principal will be forgiven. Principal forgiveness will be granted at the first repayment as reflected in the payment schedule in Exhibit B, attached hereto.

The Loan shall be represented by a Promissory Note (Note) of the Loan Recipient issued under and in accordance with the applicable provisions of RSA 33, the Municipal Finance Act, as amended and supplemented, including the provision of RSA 486:14, III. The Note shall be in the form of Exhibit B, attached hereto. The outstanding principal amount of the Loan made hereunder shall bear interest which shall accrue from the date of Substantial Completion or

1 Scheduled Completion, whichever is earlier, as specified in the OLA, computed on the basis of  
2 30-day months and 360-day years using the following interest rate: **1.256%**.

3 Annual payments by the Loan Recipient of principal and interest shall commence on  
4 **December 1, 2022**, and shall be due on this anniversary date each year thereafter until the Note  
5 is paid in full.

6 The Loan Recipient hereby authorizes the State to compute the annual debt service  
7 installments and to make the appropriate notations on the Note, provided that failure to make  
8 such a notation or any error made in such a notation with respect to any Loan shall not limit the  
9 Loan Recipient's payment obligations under this Agreement and any Note.

10 Upon default in the prompt and full payment of any installment of principal or interest on  
11 this Agreement, the entire unpaid principal hereof and interest thereon to the date of payment  
12 shall immediately become due and payable upon the demand of the State of New Hampshire.

13 At any time, any State grant funds payable to the Loan Recipient may be set off against  
14 and applied in payment of any obligations that are due hereunder. In the event of a default in  
15 the prompt and full payment when due of any installment of principal or of interest on a Note  
16 issued under this Agreement, any State grant funds payable to the Loan Recipient may be held  
17 and treated as collateral security for the payment of the obligations hereunder.

18 In the event of set off, the State shall notify the Loan Recipient of said set off and said  
19 funds will be applied to the annual payment due.

20 No delay or omission on the part of the State of New Hampshire in exercising any right  
21 hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver  
22 on any one occasion shall not be construed as a bar to or any right and/or remedy on any future  
23 occasion.

1           The Loan Recipient will pay all costs of collection, legal expenses, and attorney's fees  
2 incurred or paid by the State of New Hampshire in collecting and/or enforcing this Agreement or  
3 any Loan made hereunder on default.

4           The Loan Recipient reserves the right to prepay, without penalty, all or any part of the  
5 principal or interest of any Loan made hereunder.

6           The Loan Recipient agrees to comply with all State and Federal requirements and the  
7 Rules.

8           The effective date of this Agreement shall be the date of signature by the Commissioner  
9 of the New Hampshire Department of Environmental Services.

10          This Agreement may be amended, waived or discharged only by a written instrument  
11 signed by the parties hereto.

12          This Agreement shall be construed in accordance with the laws of the State of New  
13 Hampshire, and is binding upon and inures to the benefit of the parties and their respective  
14 successors.

15          The parties hereto do not intend to benefit any third parties and this Agreement shall not  
16 be construed to confer any such benefit.

17          This Agreement, which may be executed in a number of counterparts, each of which shall  
18 be deemed an original, and those provisions of the Original Loan Agreement not superseded by  
19 this Supplemental Loan Agreement constitute the entire Agreement and understanding between  
20 the parties, and supersedes all other prior agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE

By:

TOWN OF SUNAPEE, New Hampshire

By:

Robert R. Scott, Commissioner      Date  
Department of Environmental Services

Joshua Trow, Chair      Date  
Board of Selectman



**EXHIBIT A**

**STATE OF NEW HAMPSHIRE**

**DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM**

**PROJECT DESCRIPTION**

**The Town of Sunapee, New Hampshire applied for a Loan and has completed the following:**  
**Installation of ultraviolet light (UV) disinfection treatment to mitigate disinfection byproducts**  
**and improvements to filter effluent control valves for better process control.**

EXHIBIT B

STATE OF NEW HAMPSHIRE

DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

PROMISSORY NOTE AND REPAYMENT SCHEDULE

The Town of Sunapee, New Hampshire (Loan Recipient) promises to pay to the Treasurer of the State of New Hampshire the principal sum of **Four Hundred Thousand and 00/100 Dollars (\$400,000)** in installments on **December 1** in each year as set forth below, with interest on the entire unpaid balance payable on the first principal payment date and annually, thereafter, at the rate of **1.256%** per annum, computed on the basis of 30-day months and 360-day years, in the respective years set forth below. A total of **\$164,000** of principal will be forgiven and will be granted as reflected in the payment schedule shown below.

REPAYMENT SCHEDULE

Payment Date	Principal Payment	Principal Forgiveness	Interest Payment	Total Payment
12/1/2022	\$8,422.84	\$164,000.00	\$5,115.59	\$13,538.43
12/1/2023	\$10,680.06	\$0.00	\$2,858.37	\$13,538.43
12/1/2024	\$10,814.20	\$0.00	\$2,724.23	\$13,538.43
12/1/2025	\$10,950.03	\$0.00	\$2,588.40	\$13,538.43
12/1/2026	\$11,087.56	\$0.00	\$2,450.87	\$13,538.43
12/1/2027	\$11,226.82	\$0.00	\$2,311.61	\$13,538.43
12/1/2028	\$11,367.83	\$0.00	\$2,170.60	\$13,538.43
12/1/2029	\$11,510.61	\$0.00	\$2,027.82	\$13,538.43
12/1/2030	\$11,655.18	\$0.00	\$1,883.25	\$13,538.43
12/1/2031	\$11,801.57	\$0.00	\$1,736.86	\$13,538.43
12/1/2032	\$11,949.80	\$0.00	\$1,588.63	\$13,538.43
12/1/2033	\$12,099.89	\$0.00	\$1,438.54	\$13,538.43
12/1/2034	\$12,251.86	\$0.00	\$1,286.57	\$13,538.43
12/1/2035	\$12,405.75	\$0.00	\$1,132.68	\$13,538.43
12/1/2036	\$12,561.56	\$0.00	\$976.87	\$13,538.43
12/1/2037	\$12,719.34	\$0.00	\$819.09	\$13,538.43
12/1/2038	\$12,879.09	\$0.00	\$659.34	\$13,538.43
12/1/2039	\$13,040.85	\$0.00	\$497.58	\$13,538.43
12/1/2040	\$13,204.65	\$0.00	\$333.78	\$13,538.43
12/1/2041	\$13,370.51	\$0.00	\$167.93	\$13,538.44
	<b>236,000.00</b>	<b>164,000.00</b>	<b>\$34,768.61</b>	<b>270,768.61</b>

1        This Promissory Note (Note) is issued under and by virtue of the New Hampshire  
2        Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the Drinking  
3        Water State Revolving Loan Fund Program and is issued for the purpose of financing the cost of  
4        the **Project** as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

5        The Loan Recipient reserves the right to prepay, at any time and without penalty, all or  
6        any part of the outstanding principal or interest on this Note.

7        The terms and provisions of the Agreement are hereby incorporated in and made a part  
8        of this Note to the same extent as if said terms and provisions were set forth in full herein.

9        It is hereby certified and recited that all acts, conditions, and things required to be done  
10       precedent to and in the issuing of this Note have been done, have happened, and have been  
11       performed in regular and due form and, for the payment hereof when due, the full faith and  
12       credit of the Loan Recipient are hereby irrevocably pledged.

13       IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its Board  
14       of Selectman, Chair on the date below.

15       **Town of Sunapee, New Hampshire by:**

16 \_\_\_\_\_  
17 Joshua Trow, Chair  
18 Board of Selectman

Date

(Seal)

## 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:

Outdoor Recreation For Seniors (ORFS-COA)  
This Organization is: Non-Profit – Political –Private (N/A for profit companies)

Alan Peterson  
Name of Duly Authorized:

Mailing Address: 82 Pine Ridge Rd  
Sunapee

Daytime Phone: 603 763 5456 Evening Phone: \_\_\_\_\_

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

Event Date: Sep 27 Time: From: 9:30am To: 1:30pm

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.

we plan to kayak, walk, have lunch non-resident  
Parking should be addressed  
per LT. COBB.

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 # of people and 20 # of vehicles attending our event.

Signature of Responsible Individual

Date

Approved by Chief of Police

Date

4 # 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)

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**

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