

SUNAPEE BOARD OF SELECTMEN
MEETING

6:30PM Town Office Meeting Room
Monday, August 23, 2021

Present: Chairman Josh Trow, Vice-Chairman Suzanne Gottling, Selectman Fred Gallup
Selectman Jeremy Hathorn, Selectman Carol Wallace, and Donna Nashawaty, Town
Manager.

REVIEW OF ITEMS FOR SIGNATURE:

MOTION TO APPROVE THE FOLLOWING CZC's:

Parcel ID:0106-0009-0000 1049 Lake Ave., Dean Cibotti

Parcel ID:0129-0042-0000 30 Chippendale Drive, Steven & Robin Longtin

Parcel ID:0104-0014-0000 8 Pleasant Street, Ronald & Susan Garceau

By Selectman Gallup seconded by Selectman Wallace. Unanimous

MOTION TO APPROVE THE FOLLOWING DEMO PERMIT:

Parcel ID:0104-0014-0000 8 Pleasant Street, Ronald & Susan Garceau

By Selectman Wallace seconded by Selectman Gottling. Unanimous

MOTION TO APPROVE THE FOLLOWING DRIVEWAY PERMIT:

Parcel ID:0104-0014-0000 8 Pleasant Street, Ronald & Susan Garceau

By Selectman Gottling seconded by Selectman Hathorn. Unanimous

APPOINTMENTS

7:00PM-Sign Appointment Swearing in the Deputy Town Clerk/Tax Collector
Betty Ramspott, Town Clerk/Tax Collector introduced Joshua Boone the new Deputy
Town Clerk/Tax Collector to the Board. **A motion was made to sign Joshua Boone's
appointment sheet by Selectman Gottling seconded by Selectman Hathorn.
Unanimous.** Betty Ramspott then swore Joshua Boone in as the new Deputy Town
Clerk/Tax Collector.

7:15PM-Howard Sargent Emergency Management Director (EMD) Report on Covid-19
Howard Sargent, Emergency Management Director came before the Board to update
them on the events that occurred in Sunapee due to Covid-19. His notes are attached.
Chief Cahill said Howard Sargent was the backbone behind the success of Sunapee's
emergency management program. The Board thanked him for his service to the town.

7:30PM-Minette Sweeney-Sunapee Police Citizen Award

Minette Sweeny presented the Sunapee Police Department with a Citizen Award for their
professionalism, law enforcement ability and compassion. The presentation speech is
attached.

7:45PM-Public Hearing-Dunning Point Name Change to Tilson Point

Chairman Trow said this is the public hearing for the proposed name change from
Dunning Point to Tilson Point. Chairman Trow opened the public hearing for comments.
Selectman Wallace asked if the Board has heard anything from the Dunning side. The
reply was no.

After some discussion the public hearing was closed and a motion was made to recommend the name change from Dunning Point to Tilson Point, with the Chairman signing the Geographic Name Proposal Recommendation form by Selectman Wallace seconded by Selectman Gallup. Unanimous.

8:15PM-Trask Brook Road Project

Scott Hazelton said with the recent FEMA event he will have to either come up with a price to replace, propose a significant repair or discontinue the bridge. Scott Hazelton would like to do the bid in the design build form of bidding versus the design bid build. This would involve prequalifying (3) to (5) engineers and contractors to submit a proposal to either replace, repair, or discontinue the bridge. Scott Hazelton would like a little guidance from the Board on what they think it should be. Scott Hazelton, Mike Martell, and the Town Manager met with HEB Engineers, who have work on numerous bridges for the town and they recommended closing the bridge until the town comes up with a permanent repair or replacement. Currently HEB Engineers does not recommend opening the bridge back up unless the town was going to reduce it to (1) lane with all the necessary signs. This is a red listed bridge by the DOT, so if it is fixed it would have to be done in accordance with DOT standards and specifications. Chairman Trow asked if Scott Hazelton had heard anything comments from the community. Scott Hazelton replied that he has not gone out in the community yet but would when it was determined in what direction the town was going. Scott Hazelton said the FEMA would be here in the next couple of weeks and they have been trying to put together the information, but he is not sure he will be able to provide FEMA with a cost to do whatever option is selected. After some discussion, the Board would like more information before making any decisions.

PUBLIC COMMENTS:

- Chairman Trow said he had someone ask about the condition of the front lawn going up the walkway at Town Office and if the Town could make it look more appealing. Scott Hazelton said that the maintenance crew had planted bulbs up the sides of the walkway which were beautiful, but the deer kept eating the tops off the flowers, so he wanted to thank the Sunapee Gardeners for the planters that they have planted and maintained the last (2) summers.
- Chief Cahill said this past Wednesday the Police Department initiated their body-worn camera program. This is a result of the warrant article that passed in March.
- Chief Cahill reported that Jeremy Soulia graduated on Friday, August 20th from the Police Academy.
- Steve McGrath wanted to thank the Board for all their hard work and thought they were doing a great job.

SELECTMEN ACTION

•Non-Public Session Under RSA 91-A:3, II b: New Town Manager Search

8:08PM-The Board entered Non-Public Session by Chairman Trow, seconded by Selectman Hathorn Roll Call Unanimous.

9:07PM-Motion to seal the minutes and returned from Non-Public Session by Selectman Gallup seconded by Selectman Gottling. Unanimous.

TOWN MANAGER REPORTS

- Summer Town Picnic

The Employee Picnic will be held on Wednesday, September 1st at noon. The Highway Department will be hosting the event this year.

- Appleseed Contract Addendum

Donna Nashawaty received an unusual request from the Appleseed Cruise Lender regarding an addendum to the lease agreement between the Appleseed and the Town. The Lender wants to be able to rent or lease the dock to another entity for the remainder of the (1) year contract if the Appleseed defaults on their loan. The addendum is attached.

Donna Nashawaty will check with the Town Attorney to make sure if the Board agrees to this request that it is only good with a valid contract and not the life of the loan. **After some discussion, a motion was made to accept the addendum as presented and authorize the Town Manger to sign by Selectman Gallup seconded by Selectman Wallace. Unanimous.**

Meeting Adjourned 9:07PM

Respectfully Submitted by,

Barbara Vaughn

Administrative Assistant

SUNAPEE BOARD OF SELECTMEN
MEETING AGENDA
6:30PM Town Office Meeting Room
Monday, August 23, 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:

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DEMO PERMIT:

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DRIVEWAY PERMIT:

Parcel ID:0104-0014-0000 8 Pleasant Street, Ronald & Susan Garceau

2. APPOINTMENTS

7:00PM-Sign Appointment Swearing in the Deputy Town Clerk/Tax Collector

7:15 PM-Howard Sargent EMD Report to Selectmen Covid-19 Notes Included

7:30 PM-Minette Sweeney-Sunapee Police Citizen Award

7:45PM-Public Hearing-Dunning Point Name Change to Tilson Point

8:15PM-Trask Brook Road Project

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

•Non-Public Session RSA 91-A:3, II b-New Sunapee Town Manager: Next Steps

5. CHAIRMAN'S REPORT

6. TOWN MANAGER REPORTS

•Summer Town Picnic

•Appleseed Contract Addendum

7. UPCOMING MEETINGS:

08/25-5:00PM-Energy Committee, Town Meeting Room

08/26-5:30PM-Water & Sewer Commission, Town Meeting Room

09/01-7:00PM-Conservation Commission, Town Meeting Room

09/02-6:00PM-Zoning Board, Town Meeting Room

09/07-6:30PM-Board of Selectmen, Town Meeting Room (TUESDAY)

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

Notes of Howard Sargent, Town of Sunapee Emergency Director

New Hampshire Emergency Operations Center Calls

from

March 2, 2020 to June 30, 2020

3/2/2020

- NH first case positive
 - employee of DHMC
 - travelled from Italy
- worldwide 89,197 total cases and 3,048 deaths
- travel → western Pacific and China- Level 3, Eastern Mediterranean- Level 3
- CDC website- 43 US cases (non-repatriated)
- Infections Disease Helpline: 603-271-4496

3/13/2020

- 6 positive in NH
- calls will be held Monday, Wednesday and Friday
- request PPE from EOC NH
- droplets and airborne spread
- resources: 223-6169; 223-3663 (legal); nh.gov/covid19; CDC website
- emergency use authorization
- COO planning
- Communication!

3/16/2020

- need to inform state
- local: 223-3663
- can call 211

- message? Code Red?
- template from State
- Lebanon Fire
- Upper Valley MACB 448-0915
- can Dan still "fit test"?
- Newbury test kit site?
- Outside Access Only Upper Valley and Greater Sullivan County Hotel/Motel

-Royal Inn, Claremont, NH	542-9567
-Claremont Motor Lodge, Claremont, NH	542-2540
-Hilltop Motel, Newport, NH	863-3456
-Fireside Inn and Suites, West Lebanon, NH	298-5900
-Sunset Motor Inn, West Lebanon, NH	298-8721
-Dexter's Inn, Sunapee, NH	763-5571
-Lamplighter Motel, New London, NH	526-6484
-Burkehaven Lodge, Sunapee, NH	763-2788
-Sunapee Harbor Cottages, Sunapee, NH	763-5052
-Fairway Motel, New London, NH	526-0202
-Quality Inn, Lebanon, NH	448-5070
-The Lake Inn, Newbury, NH	763-2701
-White River Inn and Suites,	802-295-3015
-Holiday Inn Express, Springfield, VT	802-885-4516

3/20/2020

- PPE and test kits and testing fast responders
- ESF Desk 07:00 to 19:00 223-3718
- if 800 does not work 271-2231 after hours; 223-3363- state liaison, essential@nheconomy.org
- Mindy 558-2673 director@abbottlibrary.org

3/23/2020

- PPE Supplies
- State lab results 5 to 7 days

- Comm. Labs longer
- 34 emergency responders quarantined
- no plans to shelter in place as of today

Monday, 3/30/2020

- 431 on call
- hand sanitizer- save bottles
- Lamplighter notified
- Web EOC

Wednesday, 4/1/2020

- Tylenol shortage

Friday, 4/3/2020

- NAPA

Monday, 4/6/2020

- FEMA disaster declaration last Friday
- Police, Fire, EMS quarantined was 132, now 119

Wednesday, 4/8/2020

- Web EOC
- preorders and afteraction

Friday, 4/10/2020

- as of 4/10, 91 first responders quarantined
- 48 hours could be exposed but not contagious

Monday, 4/13/2020

- 603-678-1133
- police, fire, EMS 85 quarantined today
- department heads →request- timesheets

Wednesday, 4/15/2020

- campgrounds open, no cabins or hotelsuyet
- 1091 cases with 30% recovery

Friday, 4/17/2020

-testing DHHS 223-3718

Monday, 4/20/2020

-total cases at this time 858

-N95 VSKN95 made in China

Wednesday, 4/22/2020

-94 first responders quarantined

Friday, 4/24/2020- no call

Monday, 4/27/2020

-e.neill.cobb@sunapee.pd.com

-mobile testing 11:00 AM to 7:00 PM

-security- how many anticipated

-appointment only

-every 20 days

-could use front with bus screen

-800-356-8278

-National Guard

Friday, 5/1/2020

-Supplies

-gowns

-masks

-gloves

-shields

-touchless thermometers

Monday, 5/4/2020

-stipend → eligible v. not eligible, May 4th to June 30th

-DHHS 271-9700

-271-2231

Friday, 5/8/2021

- worksheet on website
- 211 then 856-444-4211

Monday, 5/11/2020

- questions only

Monday, 5/15/2020

- “in case of audit”
 - attest accuracy and keep records three years
 - availability certification
 - updating roster
- summer recreation programs “not yet”
- library opening- municipal guidelines
- Memorial Day events, not at this time
- PPE for Election Day—hold off for now

Monday, 5/18/2020

- website has stipend page
- 4 shifts @\$22/hr
- effective 5/20/2020, EOC not open weekends and closed 5/25/2020
- recreation activities—wait for draft/guidance

Friday, 5/22/2020

- match our 25% with CARES money
- Tuesday, Wednesday and Friday
- “complaints” eo40issues@doj.nh.gov 271-1225

Tuesday, 5/26/2020

- very little discussion/questions

Wednesday, 5/27/2020

- Wednesdays will be for local EMDs and legal

Friday, 5/29/2020

- places of worship- immediately

- Emergency Order #16, no more than 10
- fireworks are permitted, patrons must stay in cars

Monday, 6/1/2020

- reopening taskforce
- questions about libraries and day camps

Wednesday, 6/3/2020

- questions about day camps and outdoor weddings/church services

Friday, 6/5/2020

- did not attend

Monday, 6/8/2020

- "rallies" supported
- 271-1225 business line Attorney General NH
- COVID deaths @6%

Wednesday, 6/10/2020

- Wednesdays and Fridays only from now on

Friday, 6/12/2020

Wednesday, 6/17/2020

- after the 24th COVID testing for townspeople (anyone)
- fireworks Labor Day- Yacht Club- Town of Sunapee, unknown

Friday, 6/19/2020

- 223-3663 helpline
- Taskforce open as of June 29th
- outdoor concerts- municipalities- are now allowed
- Granliden boathouse- open

Wednesday, 6/24/2020

- 5571 total cases, 343 deaths, 912 current case count, 51 hospitalized
- no questions

Friday, 6/26/2020

- 911 total cases

-47 hospitalized

Wednesday, 7/1/2020

-5782 total cases, 4453 recovered, 371 deaths

-current 948

-Facebook posting

Wednesday, 7/8/2020

Wednesday, 7/15/2020

-back-to-school guidance questions→ Chris Bond 931-2241

-election PPE to be distributed by end of August

Wednesday, 7/22/2020

-longest NH EOC activation in history

-total cases 5932, 384 deaths, 24 hospitalized

-“Don’t go viral” campaign is targeting 15-40 age group

-Secretary of State to put out election rules

Wednesday, 7/29/2020

-elections officials 223-3663

Wednesday, 8/5/2020

-weather update

-Mt. Washington 147 mph winds

-Claremont 1.85”

-Sunapee 1.2’

Wednesday, 8/12/2020

-316 current cases 6% deaths, 10% hospitalized

Wednesday, 8/19/2020

-no questions

-September 1, 2PM phone call about elections

Wednesday, 9/2/2020

-FEMA funds

-Web EOC

Wednesday, 9/9/2020

- “best practices” guidance
- no questions

Wednesday, 9/16/2020

- EO 63
- reasonable effort for masks and social distancing

Wednesday, 9/23/2020

- Halloween
- nhmunicipal.org

Wednesday, 10/7/2021

- ban on outdoor burning still on
- music bands and performers still banned indoors, DJs are allowed

Wednesday, 10/14/20

- DHH website
- Rapid testing- requisition form no longer needed
 - 15 hospitals
 - between 70 and 80 positive results/day

Wednesday, 10/21/20

- 10/20 Governor lifted ban on outdoor fires
- close contact, even with negative test must quarantine for 14 days

Wednesday, 10/29/20

- In Sunapee 5 active, 17 total
- 2006 Greater Sullivan County Health Network- all of Sullivan County plus New London- and Newbury-area
- testing sites
 - closed pods- nursing homes and assisted living facilities
 - one open pod in Claremont
 - mobile vaccination clinics
- NH COVID website—get tested/”safer at home:

-“Mandatory” PCR test for any person- non-essential travel into NH

-antigen test not accepted

-employees- critical infrastructure, essential employee

-mask mandate update

-Web EOC- order PPE

-Governor’s travel order

-nh.gov/covid19

-Attorney General enforcement line 271-1225

Wednesday, 11/25/20

-no questions

Wednesday, 12/9/20

- EO 72 exhibit A and universal guidelines

-Can municipality make a more restrictive policy? Can municipality require a test?

- check with town counsel but generally town can set whatever rules they want
- But can they get paid under FFCRA during those additional hours?
- Don’t necessarily recommend a test to come back to work but rather no fever and correct number of days have passed
- Problematic if employee requires person to use paid leave

For everyone who is positive —> 10 days

For people around someone who is positive, isolation for 10 days and then quarantine for 10 days

Critical infrastructure employees are defined and listed

Vaccination will have multiple entry points, more info in the next couple of weeks

DHHS assessment grid

Wednesday, 12/16/20

-fixed sites with National Guard

-December 26th, on for police, fire, EMS

-scheduling week of 12/28/20

-refusing vaccine, workers comp will still cover

-14-day period without vaccine for flu or anything else

Wednesday, 12/30/20

- re-do registration
- Phase 1A, 1B and 2
- when to receive emails within five days or less

Wednesday, 1/6/21

- DPW reporting
- screening questionnaire
- continue the FROST program

Wednesday, 1/13/21

- FEMA 100% expanded to January 2020

Wednesday, 1/20/21

- 1B is 300,000 people
- not getting 300,000 doses yet
- close contact guidance → NH is 10 minutes

Wednesday, 1/27/21

- department heads to follow up with Public Health Network

Wednesday, 2/3/21

- volunteer for COVID assistance

Wednesday, 2/10/21

-covidstaffing@us.nh.gov

- volunteers reimbursed for actual costs incurred
 - send email with contact information to Fallon Reed—first responders
- Walgreens- published list- must be appointment only
 - Concord
 - West Lebanon

Wednesday, 2/17/21

- March 1st more classes expand vaccine

Wednesday, 3/3/21

- no questions

Wednesday, 3/10/21

-no questions

Wednesday, 3/17/21

-3/17/21 Travel Guide

-dhhs.cov website

Wednesday, 3/24/21

-no questions

Wednesday, 3/31/21

-first responders over 425 hotel rooms

-last weekend speedway

-DHHS website by age 65+

-Saturday and Sunday supersite

-April 10th another supersite

-staffing

-COVID19 website

-state supplied PPE is done 4/19

-temporary emergency housing program ends 4/17

-83,714 persons with COVID

-1, 236 deaths

-2,864 case count

-80 hospitalizations

-30% of population: one dose

-17% of population: two doses

Wednesday, 4/7/21

-Fallon: NH is ranked #1 for vaccine distribution (CDC)

-36% started

-17% completed

-Matt Broadhead: uptick in business complaints of noncompliance

-need new copy of vaccine card? → call 211

-no questions

Wednesday, 4/14/21

-webEX next Wednesday re new CDC guidance

-378 new cases

-123 hospitalizations

-3314 case count

-11,500 vaccinations at last SuperSite

-SuperSite next weekend is for second shot only

-End goal is to push vaccination to clinics and hospitals

-Matt Broadhead- reopening committee is discussing groups and mask-wearing

-no questions

Wednesday, 5/5/21

-no questions

Wednesday, 5/12/21

-no questions

Wednesday, 5/26/21

-no questions

Wednesday, 6/16/21

-RSA 508:17-A Immunity

-6/30/21- calls and EOC end

Wednesday, 6/30/21

-COVID website

-1.5 million doses

I am here tonight to express my appreciation for the Sunapee Police Department.

Sunapee is fortunate to have police officers who conduct themselves with professionalism, patience and compassion even in difficult situations. Sunapee School Superintendent Russell Holden said during his time in Sunapee he's established a great working relationship with the police department citing examples including emergency management, the grade five DARE program, health classes given to grades six through twelve, mentoring for senior class projects, assisting in graduations, playoff games and other bi school events, participating in and keeping championship parades safe, established a restorative juvenile justice program and received initial grant monies for Copsynch, a communication program that connects local and state police to schools.

Holden said officers have worked with the school and library on our community conversation group looking at community issues such as drugs, crime and youth behaviors.

Holden said Coffee with the Chief has created an environment allowing for more information and feedback to be shared.

Highway Department Director Scott Hazelton said Sunapee Police Officers deserve credit whenever they can get it because they work hard for the community and the fact that Sunapee has a very low crime rate is a testament to their work.

Hazelton said they are also very good team members within the town's workforce and with other municipalities which also significantly benefits the community.

Some of the calls our officers respond to are contentious and difficult, but I've never seen our officers lose their professionalism no matter how rudely they're treated.

I've personally observed this kind of situation too many times which is what led me to a strong desire to recognize, commend and show my appreciation for our police department in a public venue.

I do believe our Police Officers reflect the training, direction and example they get from Chief David Cahill.

Our officers go to the NH Police Academy but also complete an internal training program as well as ongoing qualification trainings.

Chief Cahill has created a police department that, in my opinion, could be used as an example to all police departments and I believe the level of professionalism, law enforcement ability and courtesy our officers exhibit should be noted and honored.

August 23, 2021

LANDLORD ESTOPPEL CERTIFICATE

Lessee: Appleseed Cruise Properties, LLC ("**Lessee**")
63 High Street, P.O. Box 774
Bradford, NH 03221

To: Primary Bank ("**Lender**")
207 Route 101
Bedford, NH 03110

Re: Lease
Mooring Space on the East Side of the East Leg and the
Mooring Space on the West Side of the West Leg of the
Town Dock in Sunapee Harbor
Sunapee, New Hampshire
("**Dock**")

Vessels: M.V. Sunapee II, GH Hull #P-102
M.V. Kearsarge, GH Hull #P-167 (NH Hull Registration #NH9511AH)

The undersigned hereby represents, warrants and certifies to you and agrees as follows, as of the date hereof, recognizing that you will rely on the information contained herein.

1. The undersigned is the "Landlord" or "Lessor" named in, and is the present owner and holder of the Landlord's or Lessor's interest under a certain Lease by and between Town of Sunapee (hereinafter singularly and/or collectively "**Lessor**") and Lessee dated on or about July 13, 2021, as may be further amended, revised, and/or restated from time to time relative to the Dock, said Lease and all amendments and assignments thereto being attached hereto as Exhibit A (as may be hereinafter amended, revised and/or restated the "**Lease**"),

2. The aforesaid Lease is in full force and effect (and the undersigned hereby ratifies, confirms and adopts same) and has not been amended, modified, supplemented or superseded, except as described on Exhibit A attached hereto, and, together herewith, constitutes the entire agreement between the undersigned and Lessee with respect to the Dock. The Lease has been duly executed and delivered on behalf of Lessor and Lessee pursuant to proper authority therefor and constitutes a legally valid instrument, binding and enforceable upon Lessor and Lessee. There is no other agreement (except for the instruments described on Exhibit A attached hereto) between the undersigned and Lessee with respect to the Dock or any other space at the Dock.

3. Neither the undersigned nor the Lessee are in default under any of the terms, covenants or provisions of the Lease and the undersigned is not aware of the happening of any event which, but for the passage of time or the giving of notice, or both, would constitute an event of default under the Lease by the undersigned or by Lessee. There is no defense, offset, claim or counterclaim by or in favor of the undersigned against Lessee under the Lease or against the obligations of the undersigned under the Lease. Neither the undersigned nor Lessee has commenced any action or given or received any notice for the purpose of terminating the Lease.

4. All rents, additional rents and other sums and charges due and payable by Lessee under the Lease are current.

5. There are no actions, voluntary or otherwise, pending or threatened against the undersigned under the bankruptcy, reorganization, moratorium of similar laws of the United States, any state thereof, or any other jurisdiction.

6. To the best of Lessor's knowledge, there has not been any assignment, hypothecation or pledge of the Lease or rents accruing under the Lease.

7. The undersigned heretofore has received the sum of Zero and No/100 Dollars (\$0.00) as security under the Lease and said security has not been refunded to the Lessee or applied in payment of any unpaid obligations of the Lessee under the Lease.

8. Lessor has been advised that all of the interest of Lessee in and to the Lease has been or shall be assigned to Lender as security for certain loans from Lender to Lessee, including but not limited to certain loans in favor of Appleseed Cruise Properties, LLC in the approximate aggregate amount of \$828,750.00, (now or hereinafter existing "**Loan**" or "**Loans**") and that, pursuant to the terms of the documents evidencing and securing the Loan, unless and until it is notified by Lender in writing that it exercises its rights under any instrument in favor of Lender, including but not limited to a certain First Preferred Ship Mortgage, Collateral Assignment of Leases, Rents and Deposits, and Collateral Assignment of Leasehold Rights, (as may be hereinafter amended, revised and/or restated, "**Mortgage and Assignments**") Lessee shall retain all rights under the Lease.

9. Lessor does hereby assent to the Collateral Assignment of Leasehold Rights, any assignment of Lessee's rights in and to the Lease in connection with such Mortgage and Assignments, and to any subsequent sale or transfer of all of Lessee rights under the Lease as permitted in such Mortgage and Assignments, and all other liens and assignments in favor of Lender from Lessee, now or hereinafter existing.

10. Lessor agrees that Lender shall have the right to assume the Lease and exercise all rights under the Lease in accordance with the terms of the Lease, whenever Lender shall elect to exercise its rights under the Mortgage and Assignments and related instruments and/or enforce its security interests granted by Lessee in favor of Lessor related to the Loans in accordance

with the terms of the Lease. Furthermore, Lessor hereby disclaims any title to or rights in any property of Lessee, now or hereinafter existing, and subordinates to Lender's lien rights, assignment rights and/or security interests therein any landlord's lien, encumbrance or other interest which Lessor may now or hereafter have or acquire in any asset of Lessee, now or hereinafter existing, therein under the Lease or applicable law.

11. This certificate is made with the knowledge that Lender will rely upon the truth of this certificate in connection with the Loan. The person signing this instrument on behalf of Lessor is a duly authorized agent of Lessor. As used herein, the term "Lender" shall mean Lender, any participant in the Loan, their respective affiliates and subsidiaries, and all their respective successors and assigns.

12. This instrument is delivered to Lender in, and shall be governed by, the laws of the State of New Hampshire.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[SIGNATURES TO FOLLOW]

Executed this _____ day of _____, 2021.

Very truly yours,

LESSOR
TOWN OF SUNAPEE

By:

Its:

Duly Authorized

Exhibit A

Lease, by and between Lessor and Lessee dated on or about July 13, 2021, as may be further amended, revised, and restated from time to time

Landlord's Waiver and Consent

THIS LANDLORD'S WAIVER AND CONSENT (this "Agreement") is dated as of the ____ day of _____, 2021, by **TOWN OF SUNAPEE**, having a mailing address of 23 Edgemont Road Sunapee New Hampshire, (the "Landlord"), in favor of **PRIMARY BANK** a bank organized under the laws of the State of New Hampshire, its successors and assigns, with a mailing address of 207 Route 101 Bedford New Hampshire (the "Lender"); witnesseth:

RECITALS

Appleseed Cruise Properties, LLC, a New Hampshire limited liability company ("Borrower") and **M.V. Kearsarge Restaurant, LLC** a New Hampshire limited liability company, (the "Guarantor") has borrowed and/or guaranteed and/or intends to borrow and/or guarantee in favor of Lender certain loans pursuant to the provisions of a Loan Agreement dated on or about even date of this Landlord's Waiver and Consent, by and between Lender, Landlord, Borrower, and Guarantor, among others, all as may be amended, revised, and/or restated, now or hereinafter existing and all other related instruments, now or hereafter existing.

Any loans between Borrower, Guarantor, and Lender, now or hereafter contemplated, now or hereafter existing, and as may be amended, revised and/or restated from time to time, shall hereinafter collectively be referred to as "Financial Accommodations".

Repayment of the Financial Accommodations are or may become secured by the following property of Borrower and Guarantor (collectively, the "Collateral"): all assets of Borrower and Guarantor, whether now owned or hereinafter acquired, including but not limited to all equipment, fixtures, inventory, accounts, instruments, chattel paper, general intangibles and all insurance proceeds and products thereof.

Under the provisions of a certain lease (the "Leases") dated on or about July 13, 2021, by and between Landlord and Borrower, the Landlord has leased the dock located in Sunapee Harbor, Sunapee New Hampshire, (such property collectively referred to as the "Dock"). Since all or a part of the Collateral may be located on or affixed to the Dock, the Lender has required, as a condition to making the Financial Accommodations, the execution and delivery of this Agreement by the Landlord.

NOW, THEREFORE, to induce the Lender to make the Financial Accommodations available to the Borrower, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Landlord covenants and agrees with the Lender as follows:

1. The Landlord hereby (a) waives and releases in favor of the Lender and its successors and assigns and (b) agrees that the Lender's lien and security interest in the Collateral shall be prior and superior to (i) any and all rights of distraint, levy, and execution which the Landlord may now or hereafter have against the Collateral, (ii) any and all liens and security interests which the Landlord may now or hereafter have on and in the Collateral, and (iii) any and all other claims of every nature whatsoever which the Landlord may now or hereafter have on or against the Collateral for any rent or other sums due or to become due the Landlord by the Borrower under the provisions of the Lease or otherwise.

2. The Lender may at any time, upon reasonable advance written notice which shall not be less than one (1) day, enter and remove the Collateral from the Dock in the exercise of its rights and remedies arising from the Loan Agreement and related loan documents, and under applicable laws. Except as permitted under a certain Collateral Assignment of Leasehold Rights, in no event shall Lender be permitted to access or occupy the Dock in excess of one hundred twenty (120) days. Lender shall be responsible for and shall indemnify Landlord against and hold Landlord harmless from, any and all damage to the Dock caused by Lender's entry, occupancy and removal of any Collateral, including without limitation, reasonable attorney's fees, arising from enforcement of this Agreement.

3. To the best of the Landlord's knowledge, as of the date first written above, Tenant was not in default under any rental obligations under the Lease and there are no current pending defaults by Tenant. The Landlord shall provide Lender with a copy of each notice of default given to Tenant under the Lease at the same time as such notice is given to Tenant. Provided Lender has received written notice from Landlord of a default under the Lease by Tenant, Lender shall have the right (but is not obligated) to cure such default on behalf of the Borrower within twenty (20) days following any monetary cure period provided for in the Lease and ninety (90) days following any non-monetary cure period contained in the Lease and all other rights provided for in the Lease. If, however, Landlord does not provide Lender with timely written notice of a default as provided for herein, then Lender shall have sixty (60) days upon receipt of such written notice to exercise its rights herein. Any such notice shall be sent by (i) certified mail, postage prepaid or (ii) nationally recognized overnight courier service, to the Lender at: 207 Route 101, Bedford New Hampshire.

4. The Landlord shall notify any purchaser of the Dock and any mortgagee or beneficiary of a deed of trust or any other holder of any now existing or hereafter created lien, security interest, or encumbrance on the Dock, or any part thereof, of the existence of this Agreement.

5. The Landlord hereby certifies, represents, and warrants to the Lender that the Landlord has full power and authority to execute this Agreement and that it has legal title to the Dock.

6. The Landlord further certifies, represents, and warrants to the Lender that as of the date hereof there are no mortgages, deeds of trust, or other encumbrances on the Premises that create a lien on, or security interest in, the Collateral superior to the lien and security interest of the Lender in the Collateral other than:

None

7. This Agreement shall continue in effect during the terms of the Loan Agreement and any extensions, renewals, or modifications thereof and any substitutions, therefore, shall be binding upon the heirs, personal representatives, successors, assigns, and transferees of the Landlord, and shall inure to the benefit of the Lender and its successors and assigns. The Landlord hereby waives notice of the Lender's acceptance of and reliance on this Agreement.

8. This Landlord's Waiver and Consent supersedes and replaces all prior Landlord's Waiver and Consent by and between the parties hereto.

IT IS MUTUALLY AGREED BY AND BETWEEN ALL THE PARTIES HERETO that this Agreement shall be executed in counterparts, each of which shall have the same force and effect as an original, and that the terms used to designate any of the parties herein shall be deemed to include the heirs, representatives, successors and assigns of such parties.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Landlord has caused this Agreement to be signed, sealed, and delivered on the day and year first written above.

WITNESS/ATTEST:

LANDLORD
TOWN OF SUNAPEE

WITNESS

By:
Its:
Duly Authorized

Return to:
Owen Law Offices, PLLC
10 Corporate Drive, Suite 1103
Bedford, NH 03110

COLLATERAL ASSIGNMENT OF LEASEHOLD RIGHTS

This COLLATERAL ASSIGNMENT OF LEASEHOLD RIGHTS (hereinafter referred to as the "Assignment") made and entered into as of this _____ day of _____, 2021, by and between **APPLESEED CRUISE PROPERTIES, LLC**, a New Hampshire limited liability company, with an address of 63 High Street, Bradford NH 03221 (the "**Assignor**") and **PRIMARY BANK**, a bank organized under the laws of the State of New Hampshire, its successors and assigns, having its principal place of business at 207 Route 101 Bedford, New Hampshire 03110 (the "**Assignee**").

RECITALS:

A. Assignor has obtained loans from Assignee in the initial aggregate principal amount of Eight Hundred Twenty Eight Thousand Seven Hundred Fifty and No/100 Dollars (\$828,750.00) (as may be hereinafter amended, revised and/or restated singularly and/or collectively the "Loan") pursuant to promissory notes and various loan documents pertaining thereto, dated on or about the date of this Collateral Assignment (collectively, now or hereinafter existing, as may be hereinafter amended, revised and/or restated the "Loan Documents");

B. Assignor is the lessee under a certain Lease dated July 13, 2021, by and between Assignor and Town of Sunapee, as landlord ("Landlord") and further described in and attached hereto as Exhibit A (as may be hereinafter amended, revised and/or restated the "Lease") whereby Assignor leases from Landlord a portion of Landlord's Town Dock (hereinafter, said dock and all improvements and appurtenances related thereto, now or hereinafter existing "Dock") for the mooring of the following vessels (hereinafter "Vessels"):

M.V. Sunapee II, GH Hull #P-102

M.V. Kearsarge, GH Hull #P-167 (NH Hull Registration #NH9511AH)

C. The Loan proceeds are intended to be used to reimburse Assignor the monies used to purchase a certain vessel known as a Lake Queen, Hull #US-SGU01712C696/National #1041576, and complete renovations thereto ("Lake Queen").

D. As partial security for the repayment of the Loan, the Assignor has agreed to enter into the within Collateral Assignment in connection with a certain Security Agreement from

Assignor related to the Vessels and a Security Agreement and First Preferred Ship Mortgage from Assignor in favor of Assignee encumbering the Lake Queen to be recorded.

NOW, THEREFORE, in order to induce Assignee to extend the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree to the following:

1. **Assignment.** Assignor by these presents does assign, transfer and set over unto the Assignee the entirety of Assignor's rights, title and interest in and to the Lease and the Dock and any subsequent improvements to or enlargement of the Dock, as those rights are conferred to Assignor by the Lease; provided, however, that this Assignment is made, in trust, for the purpose of securing the payment of any and all amounts loaned pursuant to the Loan, the same payable or to be payable to Assignee, or order, including principal amounts outstanding from time to time and interest thereon and any and all other sums which may become due thereunder or under any other instrument securing or evidencing the payment of such indebtedness.

2. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants to Assignee that, as of the date hereof and until all amounts due under the Loan have been paid in full:

(a) Assignor is and will be the sole legal and beneficial holder of the rights of "tenant" under the Lease (hereinafter the "Lease Rights"), and such rights under the Lease have not been, and will not be, mortgaged, pledged, assigned or in any manner encumbered or hypothecated except as set forth in this Assignment;

(b) The Lease is and will be valid and enforceable in accordance with its terms, and except as described on Exhibit A attached hereto has not been, nor will be, altered, modified or amended in any manner whatsoever without the prior written consent of Assignee;

(c) Neither Assignor nor any other party or parties to the Lease are now in default under any of the terms, covenants or conditions thereof and Assignor has not waived, and will not waive any provision thereof to be complied with by the other party thereto;

(d) Assignor has observed and performed and will observe and perform all of its obligations, and has invoked and will invoke all of its rights, under the Lease so as not to impair the value of any rights of the tenant under Lease and

(e) No rent, revenues, receipts or other sums required to be paid by Assignor under the Lease have been or will be deferred in payment subsequent to the time the same becomes due under the terms thereof without prior notice to Assignee.

3. **Assignor's Rights Prior to Default.** So long as no Event of Default shall exist hereunder, Assignor shall have the right to continue exercising all rights under the Lease as tenant thereunder, subject only to the express limitations of this Assignment or under any of the Loan Documents.

4. **Assignee's rights.** If Assignor should breach any provision hereof, or should any representation or warranty contained herein be proven false in any material respect and such condition shall continue to exist beyond any applicable grace period provided for in the Loan Documents, or if there shall exist an Event of Default as defined in the Loan Documents beyond any applicable grace period provided for therein, each of the same shall constitute an Event of Default hereunder ("Event of Default"), thereby allowing Assignee, without further notice to Assignor or the landlord under the Lease, in addition to all other rights accruing to it.

(a) To take possession of the Dock or any part thereof to the full extent of tenant's rights as conferred by the Lease and to utilize, operate and occupy the same on such terms and for such period of time as Assignee deems proper, subject to the terms of the Lease.

(b) To make any and all repairs, restorations, renovations or replacements thereof or thereto as Assignee deems proper in accordance with any applicable terms of the Lease.

(c) To lease or sublease the Dock or any portion thereof, or assign the Lease, to any person or entity which the Assignee may designate, for the remaining term of the Lease or any portion thereof, and

(d) To invoke any and all other rights, remedies and recourses available to Assignee; provided, however, that in the event Assignee exercises any of the foregoing rights, under no circumstances shall Assignee become obligated to pay rent which is past due to the landlord under the Lease as of the time of Assignee's taking possession of the Dock, excepting only default which occurs during any period in which the Assignee is in possession of the Dock. Assignor appoints Assignee as its Attorney-in-Fact to so act, such power to be irrevocable until payment in full of all amounts due under the Loan and discharge of all obligations of Assignor thereunder. Assignor hereby acknowledges its understanding that this Assignment creates an assignment of rights only and that the same shall not be construed as imposing any obligation of any nature whatsoever upon Assignee to take any action permitted herein. In this regard, Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against any and all causes of action, liability, loss or damage which Assignee may incur under the Lease, or under or by reason of this Collateral Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Collateral Assignment, or in the defense of any such claims or demands, the amount thereof, including all costs, expenses and reasonable attorney's fees, shall be secured hereby and Assignor shall reimburse Assignee therefore immediately upon demand.

5. **Further Assurances.** Assignor hereby covenants with Assignee promptly, on request by Assignee, to execute and deliver to Assignee such further assignments of leasehold rights as so requested by Assignee.

6. **Uniform Commercial Code.** In addition to its being but without in any way limiting or impairing its validity as an assignment of contract rights or a lien on an estate in land, this Agreement shall also constitute a Security Agreement under Article 9 of the New Hampshire Uniform Commercial Code (RSA 382-A:9-101, et seq.) creating in favor of Assignee, until payment in full of amounts due under the Loan, a security interest in the Lease and all rights thereunder. Accordingly, Assignor hereby acknowledges that Assignee shall have, in addition to any and all other rights, remedies and recourses afforded to it hereunder or under the Loan Documents, all the rights and remedies afforded to secured parties by said Uniform Commercial Code. Assignor hereby agrees with Assignee to execute and deliver to Assignee, in form satisfactory to Assignee, such financing statements and other assurances as Assignee may reasonably request to create, perfect and preserve the security interest herein created and to cause such statements and assurances as Assignee may reasonably request to be filed and/or recorded at such time and places as may be necessary to accomplish the same.

7. **Effect on Lease.** The parties hereto hereby agree that this Assignment shall not otherwise amend or alter the terms of the Lease or the rights and obligation of the parties thereunder except as provided herein.

Any term contained herein but not defined shall have the same meaning and definition as that contained in the Loan Documents.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the parties have set their hands hereto on the date first above written.

APPLESEED CRUISE PROPERTIES, LLC

Witness

By:
Its:
Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this _____ day of _____, 2021, personally appeared _____ in his/her capacity as _____ of Appleseed Cruise Properties, LLC, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained, as his/her free act and deed and in the aforementioned capacity. Before me,

Justice of the Peace/Notary Public
My commission expires: _____

*Affix Seal/
Stamp within
box*



IN WITNESS WHEREOF the parties have set their hands hereto on the date first above written.

PRIMARY BANK

Witness

By: Jessica A. Cabinta
Its: Vice President
Duly Authorized

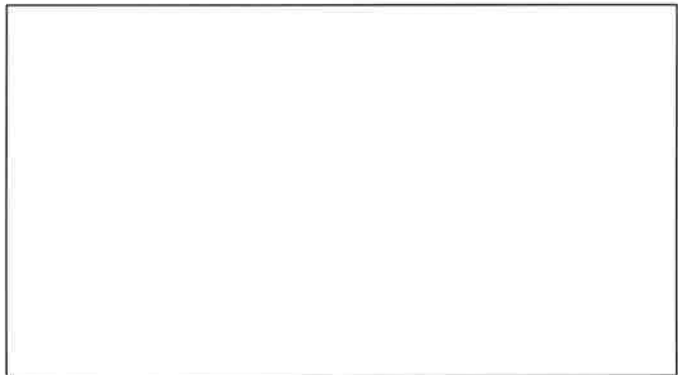
STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this _____ day of _____, 2021, personally appeared Jessica A. Cabinta in her capacity as Vice President of Primary Bank, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained, as her free act and deed and in the aforementioned capacity. Before me,

Justice of the Peace/Notary Public
My commission expires: _____

*Affix Seal/
Stamp within
box*



IN WITNESS WHEREOF the parties have set their hands hereto on the date first above written.

Acknowledged and Assented to:

TOWN OF SUNAPEE

Witness

By:
Its:
Duly Authorized

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2021, personally appeared _____ in his/her capacity as _____ of the Town of Sunapee, New Hampshire, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained, as his/her free act and deed and in the aforementioned capacity. Before me,

Justice of the Peace/Notary Public
My commission expires: _____

*Affix Seal/
Stamp within
box*



EXHIBIT A

Lease, by and between Lessor and Lessee dated on or about July 13, 2021, as may be further amended, revised, and restated from time to time, related to the following:

Vessels: M.V. Sunapee II, GH Hull #P-102
 M.V. Kearsarge, GH Hull #P-167 (NH Hull Registration #NH9511AH)