

SUNAPEE BOARD OF SELECTMEN
MEETING
6:30PM Town Office Meeting Room
Monday, June 27, 2022

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

1. REVIEW OF ITEMS FOR SIGNATURE:

CZC's:

Parcel ID:0135-0011-0000 28 Lovejoy Lane, Lizwob Realty LLC

Parcel ID: 0106-0057-0000 761 Jobs Creek Road, Michele A. Turner Trust

Parcel ID: 0105-0011-0000 105 Keyes Road, Jeanne Kennedy

Parcel ID: 0001-1800-0056 70 Burma Rd, Paul and Sheila Lewis

Parcel ID: 0126-0035-0000 32 Garnet Hill Rd, Sarah Bennett

Parcel ID: 0239-0010-0000 35 Messer Rd, Naomi Gambino and Nathan Abair

Selectman Wallace asked if they could approve the CZC for Parcel ID: 0126-0035-0000 32 Garnet Hill Rd which has a DES approval pending.

Chairman Trow and the rest of the members agreed to approve the CZC for that Parcel and noted that it also needs the certificate reprinted.

Motion to approve the CZC's by Selectman Hathorn seconded by Selectman Gallup. All voted in favor.

LAND DISTURBANCE BOND:

Parcel ID: 0135-0011-0000 28 Lovejoy Lane, Lizwob Realty, LLC.

Parcel ID: 0001-2600-0035 34 Garnet Hill Rd, Sarah Bennett

Motion to approve the LAND DISTURBANCE BOND by Selectman Gallup seconded by Selectman Wallace. All voted in favor.

DRIVEWAY PERMIT:

Parcel ID: 0209-0018-0000 Coventry Drive Lot 8, Nawaz Azam

Motion to approve the DRIVEWAY PERMIT by Selectman Wallace seconded by Vice-Chairman Gottling. All voted in favor.

AFTER THE FACT PERMIT:

Parcel ID: 0001-2600-00035 34 Garnet Hill Rd, Sarah Bennett

Motion to approve the AFTER THE FACT PERMIT by Vice-Chairman Gottling seconded by Selectman Hathorn. All voted in favor.

Chairman Trow pointed out that at the end of last meeting he mentioned that the complaint against the Town Manager for bullying was checked, and there was no merit to it and at this point the case is closed. The other thing he informed everyone is that they are going to start enforcement of a 5-minute public comment per person section.

APPOINTMENTS

•7:00PM-Betty Ramspott/Josh Boone-TC/TC Transition

Mrs. Ramspott said that they came here this evening to start the transitioning of Josh Boone into her position and transitioning of Ian Lawson, who is now an Assistant Town Clerk and Tax Collector into Mr. Boone's position as a Deputy Town Clerk. Mrs. Ramspott said this would make it seamless to the public that she is leaving the office upon her retirement. She had Certificate of Appointments for Ian Lawson and Josh Boone for the Board to sign which will be effective July 30, 2022 and will expire March 14, 2023. Mrs. Ramspott stated that on July 29th the Town Clerk and Tax Collectors Office will be closed so a complete audit can be done before she retires.

Josh Boone gave the Board an update about collection of taxes that as of today they are at 73% collected taxes or \$7.3M out of \$10M that they need to collect. Usually at this time they are at about 88-90%, which is about \$1.5M that they need to collect until due day this week, and he thinks that they will achieve that.

Motion to approve the appointment of Josh Boone and Ian Lawson and all the other special documents needed for completion by Selectman Gallup seconded by Selectman Wallace. All voted in favor.

PUBLIC COMMENTS:

•Ann Bordeianu founding member of the Sunapee short-term rental Alliance expressed her concern about the email sent to businesses that stated that the Town of Sunapee is looking to either ban or severely restrict short-term rentals in town. She stated that so far, the Town has been very inclusive and open as far as getting everyone's opinion on short-term rentals.

•Joan Puchtler said that they are working on the board to get regulations, so it doesn't get out of control, but she expressed some concerns about short-term rentals and the way some owners go against those rules and regulations. She said that the town should find a way to enforce the regulations and give fines to the owners that don't follow them.

•Peter White who is on the Planning Board said that is not here on official capacity other than being an eyewitness at the last meeting was hoping for some clarifications about the CZC approval from the Board of Selectmen for the School project. The project came before the Planning Board for Site Plan Review and there was a lot of confusion around it and still is. According to RSA 674:54, the project is exempted from the regulations of the town's zoning ordinance. Peter White stated that the Planning Board had concerns regarding the project, and he is personally wondering how a CZC can be approved for a commercial project that did not go through a site plan review, nor did it get site plan approval which is inquired to get a CZC.

Chairman Trow explained that since the project was exempt from the ordinance and from what they understood was that the Planning Board had no concerns about that portion for the Biomass, they did vote for it. He said that it all came down to a potential miscommunication.

Selectman Wallace said that in her mind, she thought they were voting a proposal that was already approved. She also asked Chairman Trow if there is a way for them to revoke the approval of that CZC, because from knowing what she knows now she would not be comfortable of approving a CZC to something that does not comply to the ordinance, and they do not have jurisdiction over as a Board.

- Town Manager Martinez said that they have had a multiple email correspondence and they were trying to figure out what were the expectations of the Planning Board were and what happens next.
- John Augustine proposed the Board revoke their decision of approval for that CZC. He said that even though they cannot stop the school on finishing this project, does not mean they can endorse it, they could put recommendations on erosion control, drainage, signage, lighting, parking, snow removal, landscaping, aesthetics.
- Lisa Hoekstra had a general comment about the processes regarding zoning violations and felt that decisions were not consistent and that they were not always aware of all the facts.

SELECTMEN ACTION

- UVLSRPC Reappointment-Josh Trow, 1-Year Term

Motion to accept reappointment of Josh Trow, 1-Year Term by Selectman Wallace seconded by Vice-Chairman Gottling. All voted in favor.

- Raffle Permit-07/02-Friends of Abbott Library (Pancake Breakfast)

Motion to approve the Raffle Permit-07/02-Friends of Abbott Library (Pancake Breakfast) by Selectman Gallup seconded by Selectman Wallace. All voted in favor.

- Sign Authorization to Proceed (Replace aged water main)

Motion to authorize the Town Manager to sign authorization to proceed replacing aged water main by Selectman Gallup seconded by Selectman Wallace. All voted in favor.

- Use of Facilities: 07/2-Sunapee Heritage Alliance Children's Sign-Along, Gazebo Area

Motion to accept the Use of facilities for 07/2-Sunapee Heritage Alliance Children's Sign-Along, Gazebo Area by Selectman Hathorn seconded by Selectman Gallup. Four members voted in favor; Selectman Wallace abstained (because she is the Chair of the Board of Sunapee Heritage Alliance).

CHAIRMAN'S REPORT

- Vice-Chairman Gottling said the County Budget was presented and is expected to be passed the next day at 1:00PM.
 - Chairman Trow reported that he had heard some complaints about the beach on the weekend. The store was opened but was almost empty and there was no ability to take out kayaks or boards. Town Manager Martinez said that the boats could not have been taken out because of lack of staff/lifeguards on the lake, so it was a safety issue.
 - Selectman Wallace asked for a follow up on a few things from the last meeting. An update on the open positions, update on the gravel to paved roads survey that was planned to be done by Scott Hazelton, Highway Director. The last request was an update about the 22 Maple Street renovation/conversion from dwelling unit and does it require any permit.
- Town Manager Martinez said she does not remember that he was going to do a town survey and asked Mr. Hazelton to give more explanations via video call.

About the Zoning Enforcement on 9 Maple Street, she said that the Zoning Administrator had followed up on this case, but he would have to have police officer present to go in and inspect the property. About 22 Maple Street Town Manager said that traditionally it was a multi-family long-term rental complex. The new owner has submitted a change of use form asking if she could change it from a multi-family long-term rental to a tourist home. The Planning Board had decided that she could do that without a need of a site plan review. There has since been an appeal file to the ZBA to ask whether the Planning Board appropriately used the definitions of the ordinances and there is more to follow on that.

Mr. Hazelton said that he had plan to do a survey after he had a meeting with the Board and that he is still working on a schedule of the plan at this point. Chairman Trow asked if his plan was to do a bulk mail about all the roads or go road by road with the survey. Mr. Hazelton said that his intent is to go road by road. Mr. Gallup said that on 9 Maple Street the difference is that they have an individual that is trying to get away with something and he thinks that their ordinance should have some deed somewhere that can allow for inspection after they receive complaints.

TOWN MANAGER REPORTS

Town Manager Martinez said that she had planned to talk about the budget but because of an error she will postpone it for the next meeting, so she could give them all the right information. She has worked with the Treasurer to streamline a lot of banking processes and is trying to figure out what can be done online.

•Short-Term Rentals

They have attempted to have multiple community voices on this matter and it also important to remember that the ordinance itself says that short-term rentals are not allowed at all in Sunapee and just because somebody calls attention for that, that doesn't mean that they are going to restrict them and never allow them to be here, because obviously they have been a major part of Sunapee for long time. They just need to figure out a responsible and safe way to do it.

•About the staffing update she said that they have a short-term solution to filling staff in the Finance Department with help from a temporary employment agency. They are fully transitioned to the payroll company now. They had a couple

interviews today for that position. They had four interviews for the Land Use

Coordinator and have narrowed it down to two candidates. Four interviews for the Code

Compliance Officer and have two great candidates. Police Chief recruit is moving forward.

Today was the first day of day camp. She gave the Board an update about the double polls from Ever Source and they want to get rid of them as well.

•next Community Conversation meeting will be on July 8th at the Methodist Church.

•July 4th Celebration Update

It is going to be a very busy 2nd July with a lot of planned activities throughout the day presented and explained by the representative from the Police Department. The Rec Department will oversee the parade and all the activities around the fireworks.

Selectman Gallup initiated a continuation on the conversation regarding the CZC about the school project. He said that last week he was under impression that the Zoning Administrator had signed off on it and later he finds out about the RSA 674:54 and that the school had indicated that they were not interested in complying with the town's rules and regulations so his opinion now is that they should not have a CZC signed from the Board of Selectmen.

Chairman Trow had an opinion that they should not have signed the CZC for something that they did not comply and have not met the requirements and that this situation was a misunderstanding and miscommunication.

Motion to revoke the CZC by Selectman Wallace seconded by Selectman Hathorn. Four voted in favor, one against (Vice-Chairman Gottling).

Meeting Adjourned 09:00PM

Respectfully submitted,

Rajmonda Selimi

SUNAPEE BOARD OF SELECTMEN
MEETING AGENDA
6:30PM Town Office Meeting Room
Monday, June 27, 2022

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DRIVEWAY PERMIT:

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2. APPOINTMENTS

7:00PM-Betty Ramspott/Josh Boone-TC/TC Transition

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- UVLSRPC Reappointment-Josh Trow, 1-Year Term
- Raffle Permit-07/02-Friends of Abbott Library (Pancake Breakfast)
- Sign Authorization to Proceed (replace aged water main)
- Use of Facilities: 07/02-Sunapee Heritage Alliance Children's Sing-Along, Gazebo Area

5. CHAIRMAN'S REPORT

6. TOWN MANAGER REPORTS

- Short-Term Rentals
- July 4th Celebration Update

7. UPCOMING MEETINGS:

07/06-7:00PM-Conservation Commission, Town Meeting Room

07/07-6:30PM-Zoning Board, Town Meeting Room

07/11-6:30PM-Board of Selectmen, Town Meeting Room

07/12-5:30PM-Recreation Committee, Town Meeting Room

07/13-5:00PM-Energy Committee, Town Meeting Room

07/14-7:00PM-Planning Board, 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



TOWN OF SUNAPEE
Post Office Box 717
23 Edgemont Road
Sunapee, New Hampshire 03782-0717
Phone: (603) 763-2212 Fax: (603) 763-4925

COPY

CERTIFICATE OF APPOINTMENT
TOWN OF SUNAPEE, NEW HAMPSHIRE

To, **Josh Trow**, of Sunapee, NH in the
County of Sullivan

Whereas, there is a vacancy on the **UVLSRPC** in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you **Josh Trow** as a member of the **UVLSRPC** of said town; and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the town clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead. This term expires March 30, 2023

Given under our hands this the 27th day of June 2022.

I, **Josh Trow**, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a member of the **UVLSRPC** according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire So Help Me God.

STATE OF NEW HAMPSHIRE, ss.
SULLIVAN COUNTY

Personally, appeared the above-named **Josh Trow** who took and subscribed the foregoing oath.
Before me,

Date _____ 20
Received and recorded

Town Clerk

SIGN-IN SHEET

BOARD OF SELECTMEN MEETING

DATE: 27 JUN 2022

~~Scott H. H. H.~~

PETER WHITE

Anna Bordenianu

Vicki Jepson

John Augustine

~~Peter H. H. H.~~

Lynne Arnold

Robin Saunders

5/18/6 St

64 STAGECOACH RD.

15 Maple St

1072 Little Ave

Stagecoach Rd.

25 Maple St

22 Burma

46 Burma



TOWN OF SUNAPEE
23 Edgemont Road
Sunapee, New Hampshire 03782-0717
Phone: (603) 763-2212 Fax: (603) 763-4925

COPY

APPLICATION FOR A RAFFLE PERMIT

Organization Name: Friends of the Abbott Library

(Organization must be religious, educational, charitable, civic, veterans or fraternal organization or a political organization or party, organized for at least two years in NH)

Name of Principal Officer: Carlin Clapp

Principal Officer's Address: 169 Burkehaven Road
Sunapee, NH 03782

Principal Officer's Telephone: Home: 603-361-2604 Work: _____

Date of Drawing: July 2, 2022 Place of Drawing: Safety Services

Signature of Principal Officer: Carlin Clapp

Approved: _____

Board of Selectmen

OFFICE HOURS: Mon., Tues., Thurs., Fri. = 8:00 A.M. to 5:00 P.M. • Wed. = 8:00 A.M. to 1:00 P.M.



FUSS & O'NEILL

COPY

May 5, 2022

Sunapee Water and Sewer Commission
Town of Sunapee
23 Edgemont Road
Sunapee, NH 03782

RE: Proposal for Design and Permitting for Directional Drilling
Fuss & O'Neill Reference No. 20211335.A10

Dear Commissioners:

Five Route 11 (Main Street) crossings are required to replace aged water main. The work is anticipated to be directional drilling trenchless installation. Work will impact both the Department of Transportation (DOT) Right-of-Way and the Department of Environmental Services (DES) Shoreland Protection zone. Fuss & O'Neill will survey, perform geotechnical investigation, provide design plans, submit State Shoreland and Excavation Permits and will coordinate design work with the Town and State for the installation of these utilities.

Scope of Services

Engineering Services

1. Field Investigation:

Fuss & O'Neill will pre-mark the five sites and request a DigSafe ticket for the location of buried utilities within the work areas.

We will coordinate with a local land surveyor to provide base mapping information at each of the crossing locations. This information will include topography, existing utilities visible on the ground surface, structures, edges of pavement, elements required for shoreland permitting, and State DOT ROW limits.

We will work with the Town to perform a program of test pits to record geologic strata, specifically the presence of bedrock or strongly cemented parent materials that would impact the difficulty of drilling. Results of the test pits will be illustrated on the plans in the form of test pit logs.

We will schedule and run a pre-application meeting with the NH DES Shoreland Department and discuss the project virtually with a State Reviewer. This meeting will allow the State to provide any initial recommendations.

Fuss & O'Neill will also contact a Drilling Contractor to evaluate the information from the survey and test pits and provide additional design criteria, if required.

205 Billings Farm Road
Suite 6B
White River Junction, VT
05001
802.698.0370

www.fando.com

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

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2. Schematic Design and Permitting

Fuss & O'Neill will begin schematic design and draft plans for permitting purposes. Plans will include the locations for the sending and receiving pits, size and material of piping (and sleeves if required), profiles of the proposed piping runs, limits of impacts, and elements required for permitting.

Based on the crossing locations we anticipate that four shoreland permits will be required. These permits will be submitted by Fuss & O'Neill and will include the application forms, Natural Heritage Bureau Review, USGS maps, tax maps, and photos. We will submit these permits on behalf of the Town and have budgeted for response to NH DES comments, if provided. The permit fees are related to disturbance areas impacted by the work and will be paid by directly by the Town. These fees could range from \$850 - \$1,200 per shoreland permit.

If disturbance areas are outside of the ROW, abutter/owner permissions are required for permitting, we have assumed that Town staff will notify the residents and obtain authorizations and or permissions necessary.

Fuss & O'Neill will coordinate with District 2 of the NH DES and have already had preliminary conversations with Des Pomeroy the Access and Utilities Supervisor for District 2. Des mentioned that She would like to be invited to any potential pre-bid meetings and would like a site visit with the Town and Fuss & O'Neill prior to design. We have budgeted for one onsite meeting with NH DOT and will keep written minutes from the meeting. We have budgeted a total of 8 hours to respond to NH DES review comments, and we will notify you if significant additional hours are necessary.

Fuss & O'Neill will submit the five excavation permits on behalf of the Town. Excavation permits will require the signature of the potential drilling contractor so these permits will be completed after bid solicitation. We have budgeted a total of 4 hours to respond to potential DOT review comments during design, and we will notify you if significant additional hours are necessary.

3. Design Development

After addressing DES and DOT comments received during the permitting effort, Fuss & O'Neill will advance the plans from draft to construction ready plans. Plans will include construction details, sequencing, traffic control, erosion control, and schedule of items.

We will prepare a technical specifications document. Contractor contract or front end documents are not included in this proposal. We assume the front end documents will either be Sunapee's typical contract format or the latest version of the FJCDC format for small projects and will need to incorporate funding source specific requirements once determined.

As part of the DOT excavation permits we will provide an opinion of probable cost for the work. This cost will be provided to DOT in an itemized list to allow for calculation of potential bonding values.

Town of Sunapee

May 5, 2022

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Assumptions

The following tasks are not included in our scope of services, but can be provided under a contract amendment.

- Additional field work or surveys;
- Town of Sunapee hearings or public engagement;
- Application fees;
- Equipment and operator will be provided by the Town for the excavation of test pits;
- Obtaining easements or obtaining approvals for work on private property;
- Bid or Construction Administration.

Schedule

We are prepared to complete the proposed tasks within 15 weeks of receipt of Authorization to Proceed, weather permitting.

Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis for a fee of \$39,900.00. Our policy is to invoice on a monthly basis using a percent complete for each of the project tasks shown below.

Individual costs that comprise the lump sum fee are approximated according to the table below.

Task	Fee
1. Field Investigation & Survey	\$21,400
2. Schematic Design & Permitting	\$10,100
3. Design Development	\$8,400
Total:	\$39,900

Fees are valid for 90 days and the project duration is assumed to be as shown above. If authorization or project schedule extend beyond these durations, Fuss & O'Neill reserves the right to renegotiate the fee.

General Terms and Conditions

The attached General Terms and Conditions will apply to the services described above.

Unless expressly instructed by the client to the contrary, Fuss & O'Neill will consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations of applicable municipal, state and/or federal guidelines and standards for design, including consideration of project purpose and location, and future climate conditions



FUSS & O'NEILL

Town of Sunapee

May 5, 2022

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relevant to the design life and/or anticipated service life or duration of the project, using applicable available data relevant to the project geography.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.

Thank you for requesting engineering services from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,

Daniel Monette, PE
Project Manager

Philip Forzley, PE
Office Manager | Vice President

PF/km

Attachments: Authorization to Proceed
General Terms and Conditions

Authorization to Proceed

Daniel Monette, P.E.
Fuss & O'Neill, Inc.
205 Billings Farm Road
Suite 6B
White River Junction, VT 05001

RE: Authorization to Proceed
Proposal for Engineering Services
Sunapee Directional Drilling Design
Fuss & O'Neill Opportunity No. 20211335.A10

Budget: \$39,900

Dear Mr. Monette:

I hereby authorize Fuss & O'Neill Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated 5/5/2022.

Printed Name

Date

Signature

Title

For Municipal Contracts – remove this line and the box below if not needed for your project.

Certification as to Availability of Funds:

Finance Director/Town Accountant

Date

Town of Sunapee – please complete information below.

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact:			
Phone/Email:			
Accounts Payable Contact:			
Phone/Email:			
Purchase Order Number:			

*** Indicate address, email address and website link if different than already provided.**

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Town of Sunapee (Client) and Fuss & O'Neill, Inc. (Consultant) dated May 4, 2022 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal or governmental information concerning environmental, atmospheric and geotechnical conditions and developments. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project. However, such documents are not intended or represented to



be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.



7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of New Hampshire.

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are

provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with



respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly

disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box



412889, Boston, MA 02241-2889 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the State of New Hampshire.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a

comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the



Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the

nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

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

Name of Duly Authorized:

DONNA GAZELLE

Mailing Address: SUNAPEE HERITAGE ALLIANCE
PO BOX 72 SUNAPEE NH 03782

Daytime Phone: 603.763.2243 Evening Phone: _____

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

Event Date: SATURDAY JULY 2 Time: From: 8:30 pm To: 9:00 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.

CHILDRENS ~~RECREATION~~ ~~AREA~~ ~~WILL BE USED~~ ^{AT} BEN MERE BANDSTAND
& THEN A SING-ALONG OF PATRIOTIC SONGS AT
~~FROM 8:30 PM~~ ~~AT~~ BANDSTAND ~~WILL BE USED~~ area.

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 2 THE USUAL 4th JULY AUDIENCE FOR FIREWORKS
of people and _____ # of vehicles attending our event.

Signature of Responsible Individual Donna Gendle Date 6/20/2022
[Signature] Date 6/24/22
Approved by Chief of Police

_____ # 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)

6/18/22
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**

From: Donna Gazelle sunstorm3@comcast.net
Subject: Fwd: Lantern Night
Date: June 20, 2022 at 1:11 PM
To: Donna Gazelle sunstorm3@comcast.net



LANTERN NIGHT!

Saturday, July 2nd at 8:30pm
Sunapee Harbor

Get ready for Lantern Night by joining us at one of our lantern making events

***Saturday, June 25th at the Farmers Market Kids Tent**

***Tuesday, June 28th 9:00am at the Livery's Riverside**

***Friday, July 1st at 4:30pm at the Livery's Riverside**

***Saturday, July 2nd at the Farmers Market Kids Tent**

Together, let's light up the Harbor with our lanterns and sing patriotic songs in celebration of Independence Day! Stick around for the Sunapee Recreation Departments Annual Fireworks display at 9:15.



*This event is sponsored by the Sunapee Heritage Alliance
Visit thelivery.org for more information or email info@thelivery.org with questions

Sent from my iPad

STHA Mission and Goals, January 2022

Mission: The Sunapee Tourist Homes Alliance (STHA) was formed in 2021 by Sunapee community members. The STHA exists to work with town officials, tourist home operators, and other interested parties to educate and support short term rental businesses while ensuring protections for the Sunapee community and resources.

Goals: The STHA's goals are to support the town of Sunapee in establishing and reinforcing current and future local ordinance and zoning regulations as the town seeks to:

1. Identify Tourist Homes operating in Sunapee
2. Implement a registration process for Tourist Homes in Sunapee
3. Support the position and role of a Town of Sunapee Code Enforcement Officer
4. Ensure that Tourist Home owners comply with state and local ordinances and regulations
5. Ensure that short-term rental activities do not become a nuisance, or threaten the public health, safety or welfare of neighboring properties
6. Safeguard the residents of Sunapee by ensuring that short-term rental activities do not threaten the character of residential neighborhoods
7. Protect Sunapee town resources such as its lakes, beaches, harbors, trails, parks, and playgrounds
8. Ensure proper levels are in place of police, fire, highway and recreational departments to secure prevention and address responses to issues.
9. Provide Sunapee homeowners an opportunity to generate income by being hosts of tourist homes
10. Provide visitors to Sunapee a way to participate in the local community and commerce

STHA Core Founders:

Ann Bordeianu

978-346-4478

E. Lisa Hoekstra

603-490-3516

Abby Peel

603-724-3146