

AGENDA
BOARD OF SELECTMEN
July 5, 2023 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Oddball Brewing – Request for outdoor seating. Continued discussion
 - b. Lisa Gilbert – Hometown Heroes Banner program
 - c. Stop Sign requests
- IV. OLD BUSINESS:
 - a.
- V. NEW BUSINESS:
 - a. Manifest/Abatements
 - b. Minutes 6/28/23
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN

Concord For Hometown Heroes Banners



Matthew Wieczhalek-Seiler

Chief Operating Officer

69 Manchester St. Lot 3

Concord, NH 03301-5147

mattseiler5757@gmail.com

www.concordforhometownheroesbanners.com

To Whom It May Concern:

Lisa R Gilbert, of 472 Fourth Range Rd. Pembroke NH 03275, is a Volunteer with our organization, Concord for Hometown Heroes Banners, and represents our organization in the town of Pembroke.

Lisa Gilbert, has the full authority to represent Concord for Hometown Heroes Banners. We are very grateful for his dedication and efforts to help our program grow to pay tribute to those who have served as members of the U.S. Military.

Sincerely,

Matthew Wieczhalek-Seiler

Concord for Hometown Heroes Banners

Concord For Hometown Heroes Banners



Matthew Wieczhalek-Seiler

69 Manchester St. Lot 3

Concord, N.H. 03301-5147

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Our Introduction

Our goal as an organization is to convince towns, cities, or villages to work with us so that their residents can honor their family and/or friends who have worn the uniform of the United States Military, past or present. Living or deceased we do this by having custom banners made that honor the individual veteran or service member, that we hang on utility poles. Without the town's assistance we can not obtain these permits. This is the minimum required of the town. If the town wants to support us in other ways, we are open to discussing that. Our mission is to give people a method to honor the service of family or friends, **A Tribute With Honor** as we call it.

We have a banner design, a printer that makes our banners, a photo restorationist that does all of our photo work and computer work needed to complete our banners. We have approval for twelve (12) towns and banners will be hanging in twelve (12) towns in the spring of 2023. We have been doing this for four and a half years and are currently picking up support on a daily basis. We are viewed favorably by many of the veteran groups supporting veteran issues, we are extremely careful to represent every detail of our banners by doing it to accepted military practices, down to the proper display of medals in proper ranking for multiple awards, verifying medals and the proper use of ranks for the period of service. Period of service we use D.O.D. guidelines, in the case of the ultimate sacrifice made for a grateful nation we use Gold Star Lapel Pin or Next Of Kin Lapel Pin to distinguish between combat death and non combat death, according to all guidelines pertaining to this issue.

We approach towns as inquiries come in and we fully understand that this process can take time. We are always interested in giving formal presentations and answering any or all questions. We do this as a public service and this will cost the town nothing, unless the town is willing to assist us, that is a decision for the town. We appreciate any assistance the town is willing to provide, and seek a mutual understanding and collaborative relationship if possible.

We charge \$225.00 per banner for single photo banners and \$295.00 for banners with two photos. with a three year warranty against failure or loss. Our two photo banners can be one person who served in two branches of the military, or two separate people on one banner. We are constantly trying to expand options for our clients. We hope to have a banner season just prior to Memorial Day to just past Veterans Day. We store the banners when they are not hanging and maintain them for their lifespan. We expect the banners to last a minimum of three years and will hang them past that time for a hanging and removal fee of \$25.00 a year.

which has become necessary. Once the banner has met its lifespan, it will be returned to the person who applied for it, if the person desires to continue with the program, the current reprint cost is \$140.00 as long as there are no major changes to the banner textual changes allowed. We have had to hang banners in Center Harbor and Franklin and have agreed to hang banners in Campton, Pelham, Danville, Loudon, Hooksett, Henniker and Allenstown . When we do this we find the right people and the proper equipment. In the City of Concord and the Town of Newport the banners are hung by the city / town.

We are currently working on a design for a First Responder banner to honor those who serve our communities.

Please feel free to contact me with any questions or if there are issues you want further clarification on. I appreciate the chance to bring this proposal to your town and look forward to the opportunity to provide a community service to you that honors those who give so much. I honored my fallen brother with a banner in Attica N.Y. last year and will continue to have it hung every year until it needs replacement, at which time I will get a new one. I feel it is important to understand I followed other existing programs, because I firmly believe that this program has great rewards for all.

Thank you for your consideration in this matter

Matthew Wiczahalek- Seller

Concord For Hometown Heroes Banners



Matthew Wleczhalek-Seiler

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Our Proposal

Our proposal is pretty simple, we are asking your town to assist us to obtain a permit from the electric company, so we can hang banners from their utility poles.

We propose a banner size of 24" x 48" with grommets on one side, this enables them to be tied to the brackets, using stainless steel wire ties.

We ask for a hanging season prior to Memorial Day to just past Veterans Day, we have the ability to hang and remove the banners.

When we remove banners we will leave our brackets on the pole, for hanging banners the following year.

We do not expect any marketing assistance from your town, but we are willing to discuss any assistance your town may provide. This assistance can be listing us on your Town website or allowing us to put paperwork in the Town Offices, this is voluntary.

We will store the banners when they are not hanging, and maintain them.

We are willing to adjust any qualifications or application specifics that the Town would like to see implemented. We prefer to keep access to the program as open to as many residents as possible, making the maximum number of veterans to be honored as possible.

We appreciate your consideration in this matter and in no way do we want to burden your Town, or cost the Town any money. The banners are paid for by family and/or friends, so the cost of the program is funded by the people who sponsor our banners. Our banners are a public display that you allow to honor residents of your town who served in the U.S. Military.



Winter 2019

Volume 11 Issue 1

Survivor Outreach Services

Inside this Issue:

Updating DEERS and DFAS	2
Give An Hour	2
Suicide Prevention	2
Benefit Rate Increase for 2019	3
Tax Prep Information	3
Grief Support Group & Survivor Milestone Dates	4

Hometown Hero Banners Update



Elizabeth Santos
Survivor Outreach Services
Support Coordinator
MSTI Contractor
NH National Guard
1 Minuteman Way
Concord NH 03301
Office 603-227-5130
Cell 603-219-8159
EMAIL
Elizabeth.g.santos.ctr@mail.mil



Survivor Matthew Wieczhalek-Seiler continues his mission to bring this banners to Concord for display Memorial Day to Veterans Day. He continues to take orders and will have a few "hang" dates for Main St. Concord.

Matt is now looking for volunteers who would like to expand this throughout the state! Some are already well into the process, so if you'd like to get involved and bring banners to your town, please contact Matt through his Facebook page:

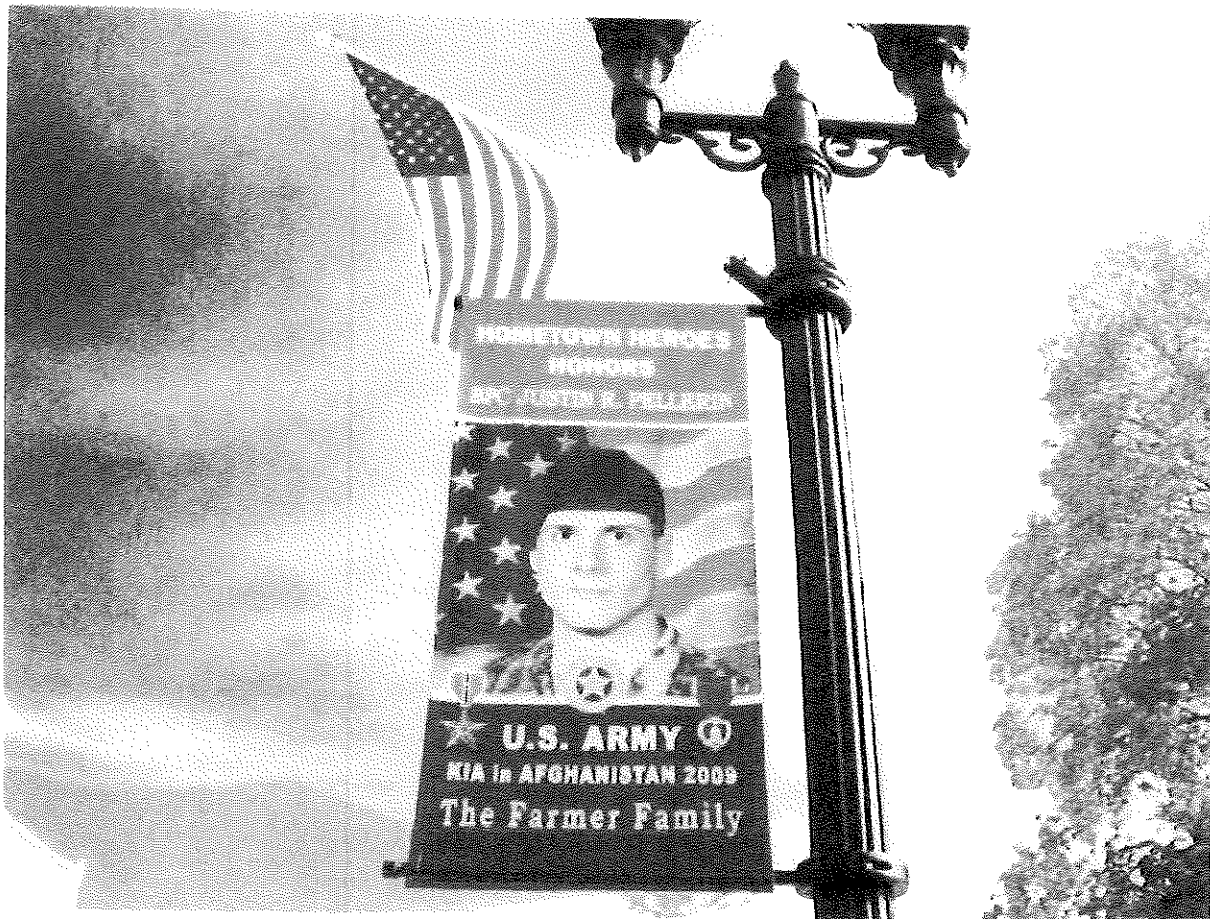
Concord for Hometown Heroes Banners, or
mattseiler5757@gmail.com , or call/text Matt at (603)219-6792.

Never Forgotten, Never Alone.

Concord For Hometown Heroes Banners Hung All Over New Hampshire

Matthew Winczalek-Seale's tribute to veterans, inspired by his late brother's service, is quickly spreading all around the Granite State

Tony Schinella



Concord For Hometown Heroes Banner for Justin Pellerin, who was killed in 2009, hangs outside the Statehouse in Concord. (Tony Schinella | Patch)

CONCORD, NH — If you noticed that there were more new banners of veterans hanging along Concord's Main Street, you would be correct. Concord For Hometown Heroes, an organization founded by Matthew Wieczhalek-Seiler to honor those who have served, is up to 13 banners in Concord and has expanded to Campton, Center Harbor, Franklin, and Newport, for 2019. The Concord banners were installed this week, in time for Memorial Day.

Wieczhalek-Seiler, while installing flags at the New Hampshire State Veterans Cemetery, said the project was inspired by the passing of his brother, Staff Sgt. Thomas Seiler, who died in October 2016, at Fort Bragg, just before being scheduled for another deployment. After he died, Wieczhalek-Seiler went to Attica, NY, to assist his father. During his drive home, he noticed honor banners around New York. But when he entered Vermont, they seemed to stopped. Wieczhalek-Seiler also didn't see any in the Granite State.

So, he started the project.

“The whole thing about the banner program that I really try and stress to people is there’s a terrible cost that our country is paying,” he said. “We lose 22 veterans a day to suicide, politicians don’t (seem to care) about veterans. Just like all of these other groups, I’m just trying to bring awareness.”

Work as a historic preservationist on buildings is the reason Wieczhalek-Seiler came to New Hampshire in the first place many years ago. Now retired, the project keeps him busy.

Veterans, he added, preserve freedom and they “shouldn’t go to the grave alone.” The banners, the research required to find out about the veterans honored, the work with others like printers and photo editors to ensure the banners are of high quality, are another way of preserving history in the state, too.

“I just needed another direction to go,” he said.

The Concord banners – which include one for the state’s only president, Franklin Pierce – will be up for 30 days along Main Street in Downtown Concord.

For more information on how to sponsor a banner or help the effort, [visit the Concord For Hometown Heroes Banners site on Facebook.](#)

OUR MISSION;

We strive to convince towns to allow us to hang our personalized Tribute Banners in their town to honor those who have served in the military. Only a Town can obtain a permit to hang on utility poles. We would like to do this in every town, across the state "A TRIBUTE WITH HONOR" is how we refer to our banners.

VILLAGE OF ATTICA
HOMETOWN HEROES

SSGT Thomas P. Seiler

Army
Global War on Terror



The Seiler Family

HOMETOWN HEROES HONORS

SPC JUSTIN R. PELLERIN



U.S. ARMY
GLOBAL WAR ON TERROR
The Farmer Family

OUR PROGRESS;

We started this project in July 2018 in Concord by Veterans day we had eleven banners. In 2019 we got banners hanging in Concord, Newport, Center Harbor, and Franklin. With approval for our program in, Raymond, Dansville, Allenstown, Campton, and Henniker. This year we have secured approval in Loudon and Pelham. When we hang this year we will have Banners in nine towns and will continue to work on Raymond and Henniker, to get qualification requirements in place to start hanging there.

MOVING FORWARD;

We intend to continually contact new towns and explain what we do to honor those who have served, and sacrificed. As a GOLD STAR BROTHER I do everything possible to do this in the most respectful method, following all military protocols. As a organization we pride ourselves in our high quality photo work, and our research to learn as much as possible about our honorees. We do our best to develop new products to meet the wants of our banners sponsors, and to give them everything they want on their banner, to honor their family member or significant friend.



OUR NEWEST DESIGN

Late last year we were asked to use a second photo on a banner to represent one person who served in two branches of the military. This is one of such banners, we broke the medals down for each branch of service with a photo of each branch. This can also have two different people on the same banner on different sides, which we have also done. This also helps families honor multiple Family members who have served.

HOMETOWN HEROES HONORS

Lt. Col. ROGER S. GROSS



HOMETOWN HEROES HONORS

Lt. Col. ROGER S. GROSS

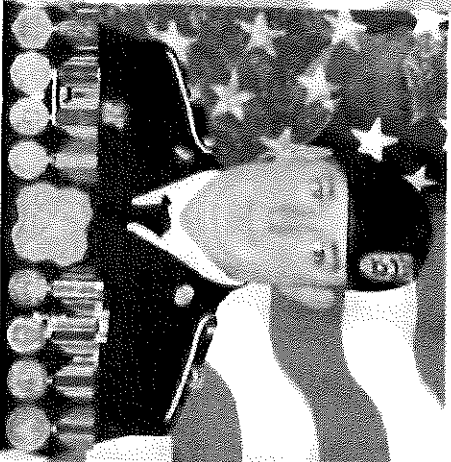


U.S. AIR FORCE
VIETNAM WAR · PERSIAN GULF
The Gross Family

U.S. ARMY
VIETNAM WAR · PERSIAN GULF
The Gross Family

**HOMETOWN HEROES
HONORS**

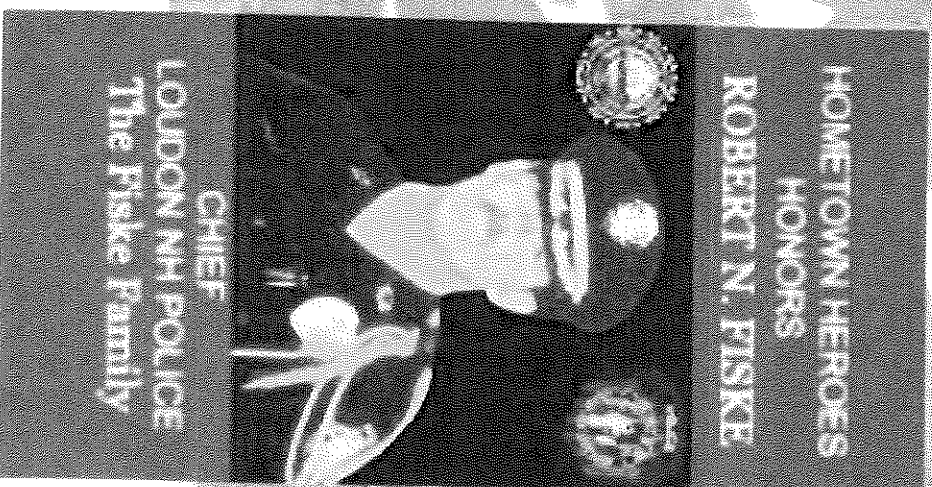
Sgt. THOMAS P. SELLER



**U.S. ARMY
GLOBAL WAR ON TERROR**
The Wieczalek-Seiler Family

OUR GHOST BANNER

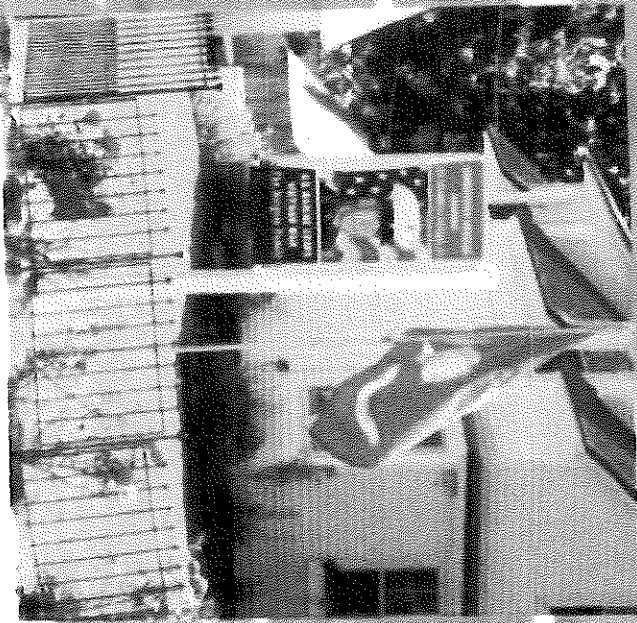
THIS BANNER IS A FAVORITE OF
GOLD STAR FAMILIES, BECAUSE
OF THE SPIRITUAL FEEL. I
DESIGNED THIS BANNER TO
HONOR MY FALLEN BROTHER, IT
WAS A VERY EMOTIONAL
PROJECT. THIS IS OUR THIRD
BANNER DESIGN.



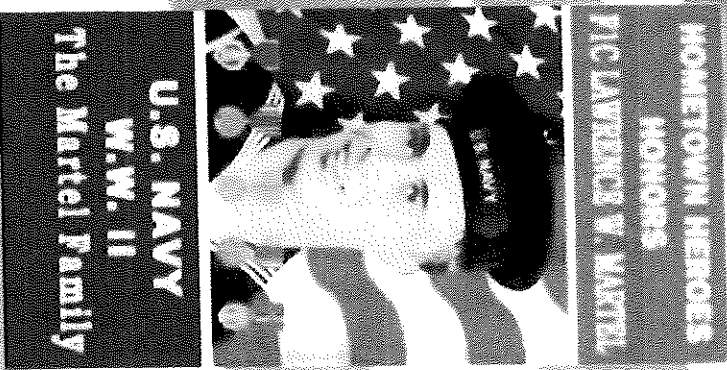
FIRST RESPONDER BANNER

WE ARE CREATING THIS BANNER TO HONOR FIRST RESPONDERS, FOR THEIR EFFORTS IN OUR COMMUNITIES. WE HAVE NO TOWN APPROVAL FOR THIS BANNER YET, BUT WE ARE HOPEFUL IT WILL HAPPEN. WE WILL CONTINUE OUR EFFORTS TO FINISH THIS PROJECT.

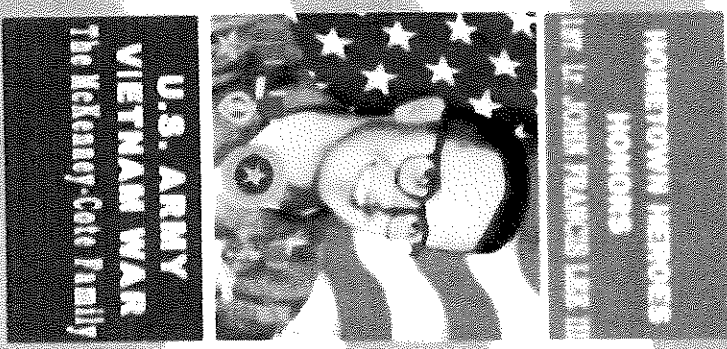
OUR OTHER PRODUCTS



We offer a post for people who want a banner before we get approval in a town. We will even buy the post back if we get town approval.



DECALS
These are printed from the banner proof and are printed in high resolution on durable vinyl with permanent ink



OUR OTHER PRODUCTS



BACKLIT PICTURE FRAMES

These are available in 8" x 8" and 5" x 7" they are powered by batteries or a usb cable. The photo of your choice printed on a translucent film is included.

OUR PATCH

Our logo and moto on a embroidered 3" patch

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Pembroke Qualifications

This is a way to honor Veterans or Active Duty Service Members who at one time considered Piermont their hometown or currently reside in Pembroke.

Does not have to be currently serving, we honor anyone who has ever Honorably served in the U.S. Military.

The Honored must have served in the U.S. Armed Forces, may be a living or deceased resident of Pembroke, or a relative or friend of a resident of Pembroke. This will allow for the broadest number of local veterans to be honored.

Sponsorship

-----Yes we will sponsor a banner

At this time the fee to sponsor a banner for your town is \$225.00. This is for a single photograph banner and includes all costs for the banner, hardware, hanging costs, and any other costs. We also can now offer a dual photograph banner which is \$295.00 and includes everything included with a single photograph banner. This is for the 2023 banner year. Our dual photo banner is an attempt to give our clients a way of honoring someone who served in two branches of the military, or honoring two individuals on one banner. We also offer a banner with the main portrait and a translucent image in the background. We can supply samples on request. All checks should be made payable to: Concord For Hometown Heroes Banners.

Name of person on banner;-----

Sponsor Name-----

Address-----

City, State, Zip-----

Phone # _____ E-Mail Address _____

Family Name as it appears on the Banner, this is the bottom text line for the banner.

Our banners are 24" x 48" dual layer, sewn with pole pockets for 1 1/2" pole stays.

At this time Concord For Hometown Heroes Banners is planning to store all banners when they are not hanging.

At this time we plan our hanging to be just prior to Memorial Day to just after Veterans Day. At the end of their cycle, the banner will be returned to the sponsor, the sponsorship fee paid for the first three years. If the banner surpasses this period, the sponsor would pay the hanging cost for additional years at \$25.00 per year.

We will replace any banner that falls or is vandalized during the first three years of the banner's life cycle.

Any replacement banner, after the three year warranty period, will be at the cost of \$140.00 plus the \$25.00 a year hanging fee as long as there are no major changes from the original banner, with the exception of minor changes to text only. All replacement banners are warranted for three years.

Concord For Hometown Heroes Banners is willing and capable of hanging and removal of our banners.

All Meritorious awards must be verified before being printed on our banners.

We would like to thank you for participation in our program and we will do our best to fulfill your expectations of honoring and paying tribute to your Hometown Hero.

-

Concord For Hometown Heroes Banners



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Application

(Please Print)

Full Name of Person in Photo: _____

Era of Service (WW1, WW2, etc.) _____

Branch of Military and
Rank at departure _____

Meritorious Awards / Medals _____

Hometown: _____

Is the Veteran? Alive _____ Deceased _____ KIA _____ POW/MIA _____

Name of Person submitting photo: _____

Relationship to Hometown Hero: _____

Phone Number: home _____ cell _____

Address: _____

E-Mail Address: _____

Photo Release Form: I hereby grant Concord for Hometown Heroes Banners permission to use the attached photo (attached photo of the veteran in uniform) in the Concord for Hometown Heroes Banners program without payment or other consideration.

(Signature)

(Date)

(Printed Name)

** Era of Service - Official Department of Defense Dates **

Global War on Terror (G'WOT): September 11, 2001 to Present

Persian Gulf: August 2, 1990 - August 3, 1991

Lebanon, Beirut: August 21, 1982 and September 29, 1982 - October 23, 1983

Cold War: September 2, 1945 - December 26, 1991

Vietnam Era February 28, 1961 - May 7, 1975

Korean Conflict Era June 27, 1950 - January 31, 1955

WWII Era December 7, 1941 - December 31, 1946

WWI Era April 6, 1917 - November 11, 1918

Spanish American War - April, 1898 to August 1898

Civil War 1861-1865

War of 1812 - June 1812 - February 1815

Revolutionary War - April 19, 1775 - September 3, 1783

Biography: Take this opportunity to tell us about the person on the Banner this may be public, please feel free to state anything about this person. This is not limited to military service.

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Pricing and Policy

'We appreciate the opportunity to pay tribute and honor to the veteran you choose to put on a banner. We feel this is a wonderful way to honor veterans and their service and sacrifice. We thank you for your support. As we expand our offerings for different forms of banners, we will update this information as needed.

Cost and Payment: The cost for a banner is \$225.00 for a single photograph (one veteran) banner. A dual photograph banner (two different veterans, or Ghost banner) is \$295.00. All styles come with a warranty against failure or damage for the three year period. This cost includes photo work, manufacturing of the banner, the costs of the brackets for installation, installing in the Spring, taking down for winter storage, and yearly cleaning of the banners. We do not make a profit on this process, we try to just cover our costs. We intend to become a non-profit organization in the near future, which will enable us to fundraise and thereby keep costs down. All checks should be made payable to "Concord for Hometown Heroes Banners." We are working on adding a payment feature on our Facebook page or future web site.

Photo Considerations: We prefer to not receive photos in the mail, due to the risk of damage. This could be an heirloom or the only copy of a photo that is nearly impossible to replace. We are working on this issue, so for the current situation, please contact us and we will make arrangements.

Photos from social media are ~~unacceptable~~ since they will not look decent once they are enlarged. The photo of your hero on the banner will be 24 in. wide x 26 in. high, or maybe taller.

We take great pride in our photo work done by a professional Restorationist, who puts his heart and soul into his work. He works on a contract price for us and his support makes it possible for us to keep our prices affordable, and it is the same with our commercial printer.

We prefer to work with the most original copy of the photo you can supply. Not all copies are the same as the original. Many copies of photos are resized or printed in a lower resolution than the original, so this gives our Restorationist less data to work with. Since the photos on our banners are enlarged multiple times during our process, the best results are obtained with the highest starting resolution. We would like a photo with a minimum size of 1.3 MB in jpeg format.

Printing Sign Offs and Process

Once an application, photo, and payment are received, we can start the process of creating a banner.

For the first step, we will send you an email with a "data sheet." This data sheet shows the text to be displayed on the banner. The data sheet also lists any medals, in order. The first medal on the list is placed on the bottom left of the

photo. The last medal on the list is placed on the bottom right of the photo. This is done according to military ranking (that is, importance) of the medals.

If you agree to this, we ask that you reply directly to our e-mail, thereby creating a chain. If not, we can communicate back and forth until you are satisfied. We will ask you to look at our photo album of banners with medals, which we will provide. Once this is approved, we move onto the layout of the center of the banner.

Layout of the Center of the Banner :

The central part of the banner contains the following:

1. Our U.S. flag as a background. This image of the flag belongs to us and is used in all of our banners for uniformly.
2. A restored image of the veteran on the banner, with background removed
3. Any Meritorious Awards earned by the veteran, with the background removed, are placed on the banner. We appreciate any verification that you can provide, such as citation or DD 214. We do not want the original document, so copies are accepted and preferred.

Approving the Photographic Image This work is done by our Photo Restorationist. Once completed, you will receive an email containing this image. Once again, you will be asked for approval, so this is your opportunity to decide if you want to discuss placement of medals or size issues. Once this is approved, the file is sent to the Printer, where it is locked and cannot be changed without going back to the Restorationist. Once again, this approval is done via an email chain for our records.

Approving the Printer's Proof The last and final approval you need to supply is approval of the Printer's Proof. At this point, the only items that can be changed are textual errors. The Printer is not able to make any changes other than the text on the banner. This approval must be done by e-mail and needs to be done quickly since the next step is the final printing. The banner image sent in this email is downsized so it can be sent via email. This is necessary because most printer proofs are larger than 4 gigabyte (GB), too large for most email servers. The downsized image is an exact copy without the full size and resolution of the Printer's Proof.

Since the Printer produces banners in pairs, side by side, we caution you that it would be unfair to delay final approval since this would delay another sponsor's banner. Also, to print a single banner would waste over eight feet of material. A timely final approval helps all parties involved.

If you have any questions about this process, please ask and we will do our best to get you through it.

Other Options We can process banners honoring two different veterans, or two different photos of one veteran in different branches of the military. The change to your approval process is that you will receive two data sheets for text approval, two images for center section approval, and two Printer's Proofs for approval. The proofs would be labeled A side and B side throughout this process.

This has been a learning process for us, but our goal is to produce banners as quickly as possible and with the best results. Our Photo Restorationist, two different Printers, along with our organization, handle this entire process and this is the best approval method to get the quickest and best banners possible. Our Photo Restorationist is capable of producing reprints of your veteran at a very affordable price. This is a service the Printer provides using contract pricing. Note that the cost is additional to the banner production price.

Concord For Hometown Heroes Banners



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WAVER AND RELEASE OF LIABILITY

I, _____, in consideration of the risk of injury that exists while volunteering in the hanging & removal of military tribute banners on utility poles for Concord for Hometown Heroes Banners in the Town of Pembroke, NH (hereinafter "hanging/removal"); and

In consideration of my desire to volunteer in hanging/removal, I hereby for myself, heirs, administrators, assigns or personal representatives, knowingly and voluntarily enter this WAVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the hanging/removal of military tribute banners; and

I hereby release and forever discharge Concord for Hometown Heroes Banners, the town of Pembroke, NH and EverySource from all physical or psychological injury that I may suffer as a direct result of my participation as a volunteer in the hanging/removal of military tribute banners.

I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I carry my own health insurance policy. I am aware of the risks associated with participating in this activity and I assume all related risks, both known and unknown to me, of my participation in this activity.

Date

Name

Address:

David Jodoin

From: Creer, David J <david.creer@eversource.com>
Sent: Tuesday, May 2, 2023 11:57 AM
To: David Jodoin
Subject: RE: Hometown Heroes banners

Hi David,

Sorry for the delay. It took me a bit to dig out the answers to your questions.

The Town can work with organizations to hang the banners, so long as all of the rules are followed. The request to hang the banners has to come from an official from the town itself.

You would need to put in the request for the additional banners since I believe you already received an approved request for the flags. Just fill out the same form for the banners, send that to me, and I'll forward to Operations for approval.

Thanks,
Dave

David Creer

Community Relations Specialist
Eversource Energy
david.creer@eversource.com
(413) 441-2000

From: David Jodoin <djodoin@pembroke-nh.com>
Sent: Thursday, April 13, 2023 9:57 AM
To: Creer, David J <david.creer@eversource.com>
Subject: Hometown Heroes banners
Importance: High

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

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

Good Morning,

I recently had a question posed to me from members of the Womens Club who handle the flag program.

In addition to the flags, can the Town work with the Hometown Banner program and install banners.

If so what are the restrictions and who is allowed to install them, Town employees or organization.

Thanks

David

This electronic message contains information from Eversource Energy or its affiliates that may be confidential, proprietary or otherwise protected from disclosure. The information is intended to be used solely by the recipient(s) named. Any views or opinions expressed in this message are not necessarily those of Eversource Energy or its affiliates. Any disclosure, copying or distribution of this message or the taking of any action based on its contents, other than by the intended recipient for its intended purpose, is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete it from your system. Email transmission cannot be guaranteed to be error-free or secure or free from viruses, and Eversource Energy disclaims all liability for any resulting damage, errors, or omissions.

Pole Attachment Application and Permission to Temporarily Attach

In accordance with the terms and conditions of this Application and Permission to Attach, permission is hereby requested by the undersigned municipality to make one decorative attachment, description of which, including dimensions and method of attachment included with this request, to each of the utility poles listed below for the following specified holiday or event:

Event(s): _____

Pole Number

Street Location

(Sketch required if more than 12 poles or more than one street is involved.)

By signing below, municipality agrees that if the requested permission is granted by Public Service Company of New Hampshire, d/b/a Eversource Energy, such permission is subject to, and municipality shall be fully and legally bound by, the attached terms and conditions "PSNH - TEMPORARY POLE ATTACHMENT TERMS AND CONDITIONS" and all other documents referred to therein.

(Name of Municipality)

Date: _____

By: _____
Name:
Title:
Duly Authorized

Permission is hereby GRANTED for temporary attachment to the poles specified on the above list, subject to the attached terms and conditions "PSNH - POLE ATTACHMENT TERMS AND CONDITIONS" and all other documents referred to therein. Attachment may begin on _____, and removal is to be completed by _____. (Not to exceed six months.)

Public Service Company of New Hampshire, d/b/a Eversource Energy

Date: _____

By: _____
Name:
Title:
Duly Authorized

Pole Attachment Application and Permission to Temporarily Attach

PSNH - TEMPORARY POLE ATTACHMENT TERMS AND CONDITIONS

1. The requester must complete the PSNH Pole Attachment Application and Permission to Temporarily Attach 30 days prior to the date of the event.
2. If the utility pole is jointly owned, the municipality must acquire permission from both owning utilities.
3. PSNH shall have no responsibility for the installation, maintenance or removal of any attachment, and shall have no responsibility to assist municipality with same.
4. This grant of permission is for the term only, shall be non-exclusive, and shall not create or vest in municipality any rights or interests in any utility pole.
5. This permission is granted by PSNH only, and does not apply to, nor is it intended in any way to serve as permission by or from any other joint owner of any utility pole, from which separate permission may need to be obtained.
6. For and in consideration of the permission granted, municipality, its employees, departments, contractors and agents, agree to indemnify, protect and hold harmless PSNH, and its officers, directors and employees, from and against any and all claims, demands, causes of action and costs, including attorneys' fees, for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits, which may arise out of or be caused by the installation, use and removal of any attachment to utility poles pursuant to this permission, and from and against any and all damages, cost and expenses imposed on or incurred by PSNH as a result of the presence of any attachment to utility poles pursuant to this permission, or as a result of any acts or omissions of municipality, its employees, departments, contractors and agents in the exercise of the permission granted hereunder.
7. The permission does not extend to any utility poles which are, or are determined to be, located outside of the limits of any public highway right-of-way and are on private property not owned by PSNH.
8. PSNH will be held harmless for any damage to attachments which may occur during normal maintenance, repair, or emergency utility work.
9. There are no pole attachment fees or charges; nor any payment for pre-attachment survey costs of the first 100 or fewer pole locations annually.
10. Any charges for make-ready work, if any, to accommodate Town's decorative attachments, will be payable in full in advance.
11. Decorations must be of a non-conductive material such as plastic, fiberglass or wood.

Pole Attachment Application and Permission to Temporarily Attach

12. Decorations must be secured with removable hardware like “ratchet strap brackets” or other devices that allow for easy removal, i.e., “quick connect pins” so mounting bracket can be left in a permanent position.
13. Attachments shall be made with appropriately-sized lag screws, or metal banding.
14. Attachments to a utility pole must stay at least 10 feet below the lowest PSNH facilities during installation, display and removal and must not extend more than 42 inches horizontally from the pole surface.
15. The maximum allowable decoration length is five feet.
16. Paper signs, tassels, ropes, strings or additional attachments are not allowed.
17. Only one decorative pole attachment per pole will be permitted.
18. PSNH is not responsible for installation, maintenance, or removal of decorations.
19. The installation and removal should be coordinated with local public safety officials.
20. The attachment must not pose any threat to the safety of PSNH’s employees or agents of PSNH. Nor should it interfere with the performance of the company’s service obligations and cause a threat to the physical integrity of the pole.
21. Attachments to utility poles shall be done in accordance with all appropriate laws, ordinances and regulations for proper display. Attachments shall be done in conformance with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the rules and regulations of the Occupational Safety and Health Act (OSHA), New Hampshire Department of Transportation (NHDOT) and any other governing authority having jurisdiction.
22. When attachments are permanently removed, all hardware shall be removed.
23. PSNH reserves the right to remove any attachments after six months and bill the municipality. PSNH will be held harmless for any damage to the attachments.
24. Pole to pole, pole to tree, or pole to building attachment is not allowed.
25. Painting of poles is not allowed.
26. Electrified decorative attachments are not allowed.
27. Attachments to poles with URD conduit piping will only be allowed when the bracket can be attached to only the wooden pole. Straps or metal bands cannot come into contact with the conduit. Puncturing or piercing the conduit is prohibited.

David Jodoin

From: Monica Hurley <mkchurley@comcast.net>
Sent: Thursday, June 29, 2023 11:04 AM
To: David Jodoin
Subject: Re: FW: EAGLE CREEK AKA PEMBROKE HYDRO ASSOCIATES LIMITED PARTNERSHIP - Request from Assessing Dept. Pembroke, NH

I have reviewed the attachment from Goffstown. I am not sure who does their utilities but the hydro there was valued by the Town at \$3,416,600 in 2022 but the DRA value is \$4,182,354. Using the town's value and tax rate the normal amount generated was \$89,880 (full tax). The PILOT has \$75,000 annually for 5 years.

We have three parcels owned by Pembroke Hydro. The total assessment from Sansoucy is \$3,166,400 or \$78,840 annually in taxes (full tax). The DRA value is \$2,199,985 for 2022.

I am not sure what the benefit is to the Town of Pembroke by entering into a PILOT. Unless they can demonstrate a public benefit, I would not be inclined to recommend a PILOT. Just my 2 cents.
Monica

On 06/29/2023 9:50 AM EDT David Jodoin <djodoin@pembroke-nh.com> wrote:

From: Elaine Wesson [mailto:ewesson@pembroke-nh.com]
Sent: Wednesday, June 28, 2023 9:56 AM
To: Dave Jodoin <DJodoin@Pembroke-nh.com>
Subject: FW: EAGLE CREEK AKA PEMBROKE HYDRO ASSOCIATES LIMITED PARTNERSHIP - Request from Assessing Dept. Pembroke, NH

From: Scott Bartlett [mailto:Scott.Bartlett@GoffstownNH.gov]
Sent: Wednesday, June 28, 2023 9:18 AM
To: ewesson@pembroke-nh.com
Subject: Re: EAGLE CREEK AKA PEMBROKE HYDRO ASSOCIATES LIMITED PARTNERSHIP - Request from Assessing Dept. Pembroke, NH

SCOTT W. BARTLETT, CNHA

TOWN ASSESSOR

TOWN OF GOFFSTOWN | 16 MAIN ST. | GOFFSTOWN, NH 03045

PH: 603-497-8990 EXT. 113 | FAX: 603-497-8993 | EMAIL: scott.bartlett@goffstownnh.gov

From: Kathryn Fisher <Kathryn.Fisher@GoffstownNH.gov>
Sent: Wednesday, June 28, 2023 8:53 AM
To: Derek Horne <Derek.Horne@GoffstownNH.gov>; Scott Bartlett <Scott.Bartlett@GoffstownNH.gov>
Subject: Fw: EAGLE CREEK AKA PEMBROKE HYDRO ASSOCIATES LIMITED PARTNERSHIP - Request from Assessing Dept. Pembroke, NH

Hi Derek and Scott,

I hand this inquiry over to you.

Kathryn

From: Elaine Wesson <ewesson@pembroke-nh.com>
Sent: Wednesday, June 28, 2023 8:47 AM
To: Kathryn Fisher <Kathryn.Fisher@GoffstownNH.gov>
Subject: EAGLE CREEK AKA PEMBROKE HYDRO ASSOCIATES LIMITED PARTNERSHIP

NOTICE: This email originated outside the Town of Goffstown.

Good morning,

My name is Elaine Wesson & I work in the Assessing Department for the Town of Pembroke NH

We were recently approached by EAGLE CREEK AKA PEMBROKE HYDRO ASSOCIATES LIMITED PARTNERSHIP, to enter into an PILOT program with them.

They stated to us that The Town of Goffstown NH entered a PILOT with them.

We wanted to confirm that this is true and wondering when you entered into it, how is it working out and if we could get a copy of the agreement between you & them.

Looking forward to hearing from you.

Elaine A. Wesson

Planning & Land Use Clerk

Assessing Technician

Town of Pembroke

311 Pembroke Street

Pembroke, NH 03275

Phone: 603.485.4747 x-1213

Fax: 603.485.7158

Email: EWesson@Pembroke-nh.com

Monday - Friday, 8:00 a.m. - 4:30 p.m.

CONFIDENTIALITY NOTICE: This is a PRIVATE communication. This message and all attachments have been sent by the Town of Goffstown, and may contain confidential and privileged information that may be protected by State or Federal law. If you are not the intended recipient of this message, please notify the sender immediately by replying to this message, and then permanently delete it from your system. Any disclosure, copying, distribution or use of the information contained in, or attached to, this message, is strictly prohibited.

PAYMENT IN LIEU OF TAXES AGREEMENT

BETWEEN

THE TOWN OF GOFFSTOWN, NEW HAMPSHIRE

AND

GREGG FALLS HYDROELECTRIC ASSOCIATES LIMITED PARTNERSHIP

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made as of this day of May 22, 2023, under New Hampshire Revised Statutes Annotated (NHRSA) 72: 74, between the Town of Goffstown, New Hampshire ("Town") and Gregg Falls Hydroelectric Associates Limited Partnership ("GFHA").

The Facility located on Town of Goffstown Map 5, Lot 15-2, 55 Mast Road, Goffstown, NH 03045 is a "renewable generation facility", as defined in NH RSA 72:73 and NH RSA 374-F:3, V(f)(3). Under NH RSA 72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may enter into a voluntary agreement to make payments in lieu of taxes.

GFHA and the Town desire to enter into such a PILOT agreement under NHRSA 72:74.

NOW THEREFORE, the parties hereto agree as follows:

Terms and Conditions

1. Payments in Lieu of Taxes. GFHA will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.
2. Term. The term of this Agreement shall be a duration of five (5) years commencing on April 1, 2023 and terminating on March 31, 2028.
3. PILOT Payments for 5-Year Operating Term. Annual PILOT payments to the Town for the 5-year Operating Term shall be \$75,000 per year.
4. Changes to RSA 83-F: If RSA 83-F is amended to exclude power generation from the 83-F utility tax, the payment yearly payment will be increased to \$79,500.
5. Payment of Amounts Due. GFHA shall make the PILOT payments due hereunder for any given tax year in the Operating Term to the Town in two equal installments, at the Town Tax Collector's office, on July 1st and December 1st. Invoices for the payments will be sent to PO Box 167, Neshkora, WI 54960.

6. Non-Payment. Non-payment of any payment due the Town shall constitute a default. Notice of non-payment or any other default shall be provided to GFHA (and to GFHA's Lender, as further specified in Section 7 below), in the manner and at the address provided for Notices in Section 9 of this Agreement. GFHA shall have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the Town may commence an action to collect any non-payment under RSA 80:50, seek specific performance of a non-monetary default or proceed against the real estate under RSA 80:58-80. It shall not be a defense to such a proceeding that GFHA is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

7. Lender's Right to Cure. GFHA does not have a lender. If GFHA does acquire a future lender, GFHA will notify the Town of the name and address of the lender within 30 days, and the Town shall send a copy of any notice of default sent to GFHA to GFHA's Lender by certified mail at the same time such notice is sent to GFHA, and no such notice of default to GFHA shall be effective unless and until a copy of such notice has been delivered to GFHA's Lender. GFHA's Lender shall have the same time and rights to cure any default as GFHA, and the Town shall accept a cure by GFHA's Lender as if such cure had been made by GFHA. GFHA shall provide written notice to the Town as to the name and address of GFHA's Lender for such notices to be sent.

8. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

9. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the Town: Town of Goffstown, 16 Main Street, Goffstown, NH 03045

For GFHA: 7315 Wisconsin Ave, Suite 1100W, Bethesda, MD 20814

In the event of a change in the address of any party listed above, the responsible signatory (GFHA in the case of itself, its Lender and/or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

10. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. In the event any term of this Agreement or the application of any such term shall be held invalid by any court having jurisdiction, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

(b) The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous

communications, representations, or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

(c) GFHA shall have the right, with prior approval from the Town, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. GFHA shall provide written notice to the Town of any sale, transfer, or assignment. Approval from the Town shall not be unreasonably withheld.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

[Signature Page Follows]

TOWN OF GOFFSTOWN, NEW HAMPSHIRE

By: Kelly Boyer

Title: Chairwoman, Goffstown Select Board

Kelly Boyer Date: 5/22/23

GREGG FALLS HYDROELECTRIC ASSOCIATES LIMITED PARTNERSHIP

By: Michael Bollinger

Title: Vice President

Michael Bollinger Date: 5/9/2023