



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

March 5, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Bedford (VC#177359-B002) for the purchase and installation of an emergency generator at the town's Safety Complex which houses the Emergency Operations Center (EOC) and other safety departments for a total amount of \$100,000.00. Effective upon Governor and Council approval through September 30, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2015 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EM138092			\$100,000.00

Explanation

The Bedford Safety Complex is a 24/7 operations that houses the EOC, police station, fire station and the communications center. Bedford Communications provides mission critical phone, radio and regional backup dispatching capabilities for Bedford as well as the bordering and regional mutual aid partners such as the Town of Hudson, Litchfield Fire Department and Hillsborough County Sheriff's Dispatch. The proposed scope of work addresses the major backup generator power load needs of the safety complex, fixes numerous fire/life safety concerns with the current generator/electrical interface, and provides a reliable alternative power source. The proposal includes the purchase and installation of a 100KW generator and related hardware with a 600 amp service which will have the load capacity to cover the entire facility. The grant listed above is funded from the FFY'13 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit B to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

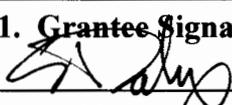
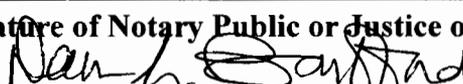
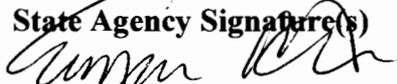
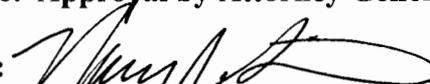
John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Bedford (VC#177359-B002)		1.4. Grantee Address 24 North Amherst Road, Bedford, NH 03110	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2015	1.7. Audit Date N/A	1.8. Grant Limitation \$100,000.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 STEPHEN J. DAY, TOWN MGR	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on 1/22/15, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Dawn E. Soufford, Notary Public MY COMMISSION EXPIRES 11-17-15			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth A. Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 4/9/2015			
1.17. Approval by Governor and Council By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic presentations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Bedford (hereinafter referred to as "the Grantee") \$100,000.00 for the purchase and installation of a generator at the town's Safety Complex which houses the Emergency Operations Center (EOC), Police Department, Fire Department and Communications Center.
2. "The Grantee" agrees that the project grant period ends September 30, 2015 and that a final performance and expenditure report will be sent to "the State" by October 31, 2015.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials SD
Page 4 of 6

Date 1-22-15

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$100,000.00	\$100,000.00	\$200,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) 2013-EP-00057-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			

2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$100,000.00.

- b. "The State" shall reimburse up to \$100,000.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials LS
Page 5 of 6

Date 1-22-15

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Grantee” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Grantee” must be expended within 30 days of receiving the advanced funds.
4. The “Grantee” agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period “the Grantee” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Grantee” has or will notify their auditor of the above requirements prior to performance of the audit. “The Grantee” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Grantee” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. “The Grantee” will also ensure that all records concerning this grant will be kept on file for a minimum of seven (7) years from the end of this audit period.

Grantee Initials 
Page 6 of 6

Date 1-22-15



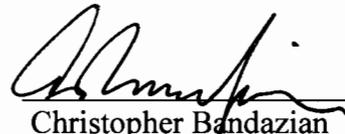
**Town of Bedford, New Hampshire
CERTIFICATE OF AUTHORITY
March 5, 2015**

I, Christopher Bandazian, Chairman of the Town Council, Bedford, NH, hereby certify that Stephen J. Daly, Town Manager, had authority to sign and enter into a grant agreement with the State of New Hampshire Department of Safety, Division of Homeland Security and Emergency Management on January 22, 2015 for the Town of Bedford, and, further, hereby authorize Stephen J. Daly to execute any and all contract and agreements related to the N.H. Emergency Management Performance Grant for the purchase and installation of a generator at the Town's Safety Complex.

I further attest that, Stephen J. Daly was granted authority prior to the day the grant agreement was signed (January 22, 2015) and it has not been amended or repealed as of the day the grant agreement was signed.

A True Copy of the Record,

ATTEST:

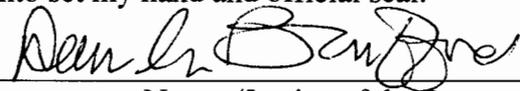


Christopher Bandazian
Chairman, Bedford Town Council

State: New Hampshire
County: Hillsborough

On this 4th day of March 2015, before me, Dawn E. Boufford, the undersigned officer, personally appeared Christopher Bandazian, known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his free act and deed.

In witness thereof, I hereunto set my hand and official seal.



Notary/Justice of the Peace

Commission Expires: DAWN E. BOUFFORD
Notary Public - New Hampshire
My Commission Expires November 17, 2016

**TOWN OF BEDFORD
TOWN COUNCIL MEETING
January 14, 2015
BEDFORD MEETING ROOM
10 MEETINGHOUSE ROAD**

ROLL CALL: A meeting of the Bedford Town Council was held on Wednesday, January 14, 2015 at the Bedford Meeting Room, 10 Meetinghouse Road. Present were Chris Bandazian (Chairman), Bill Jean (Vice Chair), Councilors Jim Aguiar, Mac McMahan, Jim Scanlon, Norm Longval, and Kelleigh Domaingue Murphy.

Chairman Bandazian opened the meeting at 7:00 PM.

Chairman Bandazian asked everyone to rise for a moment of silence in remembrance and to honor Blake Marston who passed away in an untimely accident while serving the country as a Navy Seal. He was a member of this community and a childhood friend of many of their children and his parents remain strong members of the community. We extend our condolences to them.

2. PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Chairman Bandazian.

3. APPROVAL OF MINUTES

a. Budget Workshop – November 15, 2014

MOTION by Councilor Jean that the Bedford Town Council approve the minutes of the Budget Workshop of November 15, 2014. Seconded by Councilor Domaingue Murphy. Vote taken – Motion Passed – 7-0.

b. Budget Workshop – November 19, 2014

MOTION by Councilor Jean that the Bedford Town Council approve the minutes of the Budget Workshop of November 19, 2014. Seconded by Councilor Domaingue Murphy. Vote taken – Motion Passed – 7-0.

c. Non-Public Session – November 19, 2014

MOTION by Councilor Longval that the Bedford Town Council approve the minutes of the Non-Public Session of November 19, 2014. Seconded by Councilor Jean. Vote taken – Motion Passed – 7-0.

d. Public Session – November 19, 2014

MOTION by Councilor Jean that the Bedford Town Council approve the minutes of the Public Session of November 19, 2014. Seconded by Councilor Domaingue Murphy. Vote taken – Motion Passed – 7-0.

TOWN OF BEDFORD NEW HAMPSHIRE



OFFICE OF THE TOWN MANAGER

March 20, 2015

Heather Dunkerley
EMPG Program Coordinator
NH Dept. of Safety-Homeland Security & Emergency Management
33 Hazen Drive, Concord, NH 03305 (Mailing)

Ms. Dunkerley:

The Town of Bedford Town Council, in a majority vote, accepted the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$100,000.00 for the purchase of a generator. Furthermore, the Board acknowledges that the total cost of this project will be \$200,000.00, in which the Town will be responsible for a 50% match (\$100,000.00).

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Daly".

Stephen J. Daly
Town Manager



RECEIVED

4/6/15

- 1) Amend Article 216-3 to allow Special Event signage to be displayed a total of 120 days a year versus the current standard of 14 days prior to the event, the duration of the event, and 2 days after the event. Based on the input of the public it was determined that this would work better for most if not all groups and businesses.
- 2) Amend Article 216-6 to add a new subparagraph C that would require the structures, posts, and framework used to display Special Event signs to be removed when the sign is not being displayed. Currently some locations keep their framework up year round with or without a sign.
- 3) Amend Article 216-9 to increase the fee for a waiver of the ordinance from \$25 to \$100.

MOTION by Councilor Jean to open the public hearing. Seconded by Councilor Longval. Vote taken – Motion Passed – 7-0.

Jeanene Procopis, [REDACTED] wanted to know how the changes would affect non-profits. Mr. Sawyer explained that the ordinance wasn't specific to for profits or non-profits; it's equal to everyone. He thought the 120 days worked much better for what the non-profits wanted to do. Ms. Procopis wanted to know if non-profits were required to pay the \$100 application fee. Mr. Sawyer explained that there was no difference between profit and non-profit and the fee is only if they are seeking a waiver from the Town Council. The sandwich board signs that are allowed to be within seven feet of a business door that are up year round do come with a \$100 fee.

MOTION by Councilor Longval to close the public hearing. Seconded by Councilor Domaingue Murphy. Vote taken – Motion Passed – 7-0.

MOTION by Councilor Jean that the Bedford Town Council adopt the proposed amendments to Chapter 216 as proposed with the changes to be effective immediately. Seconded by Councilor Aguiar. Vote taken – Motion Passed – 7-0.

c. Public Hearing on the acceptance of a grant for the Bedford Safety Complex

Chairman Bandazian explained that this was to replace the generator at the Safety Complex. There is a \$100k Emergency Management Performance Grant (EMPG) that the Town is eligible for. The Town's portion (10%) would be paid from the Lessee of the communication tower at the Safety Complex. The balance would be funded from the 2014 budget from unexpended funds.

Fire Chief Scott Wiggin explained that it's an upgrade in the generator size to add additional capacity to the building and other upgrades. Councilor Jean clarified that it is a complete replacement.

MOTION by Councilor Jean to open the public hearing. Seconded by Councilor Aguiar. Vote taken – Motion Passed – 7-0.

MOTION by Councilor Jean to close the public hearing. Seconded by Councilor Longval. Vote taken – Motion Passed – 7-0.

MOTION by Councilor Longval that the Bedford Town Council accept the Emergency Management Performance Grant (EMPG) in the amount of \$100,000 from the New Hampshire Homeland Security and Emergency Management Agency. Seconded by Councilor Jean. Vote taken – Motion Passed – 7-0.



d. First Public Hearing on Proposed 2015 Budget

Mr. Daly mentioned that there were still a number of open items that the Council needs to make a decision on and those are not included in the budget handout.

Chairman Bandazian explained the budget process.

MOTION by Councilor Jean to open the public hearing. Seconded by Councilor Domaingue Murphy. Vote taken – Motion Passed – 7-0.

Chairman Bandazian read each line item from the 2015 proposed budget appropriations (attached).

Mr. Dermody asked about the increase in property maintenance, which doubled from 2014. Ms. Dionne explained that there was a \$390k increase for a potential geothermal grant for the Library which is offset by \$390k in revenue so it is tax neutral. There is another \$54 increase for a contribution towards the roof replacement on the BCTV building. Those two items combined represents the entire increase.

MOTION by Councilor Longval to close the public hearing. Seconded by Councilor Jean. Vote taken – Motion Passed – 7-0.

The Town Council took a 5-minute recess.

Chairman Bandazian read the list of open items for discussion. The list included a Safety Complex renovation at an estimated cost of \$50k, Highway garage vehicle exhaust vent system for \$200k, and Transfer Station tipping fees reduction of \$40k by virtue of the new contract.

MOTION by Councilor Domaingue Murphy that the Bedford Town Council approve reducing the Public Works solid waste budget by \$40,000. Seconded by Councilor Aguiar. Vote taken – Motion Passed – 7-0.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Primex ³ Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)		
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2015	1/1/2016	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:

Description: Proof of Primex coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 1/2/2015 tdenver@nhprimex.org
NH Dept of Safety Hazen Dr Concord, NH 03301			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Member	Member #	Property and Liability
Bay Sewage District	558	
Belknap County	607	
Cheshire County	601	
Cheshire County	601	
City of Claremont	141	
Lakes Region Mutual Fire Aid	529	
Lamprey Regional Solid Waste	505	
Merrimack County	604	
NH Public Risk Management Exchange	573	
Plainfield Village Water District	571	
Rockingham County	609	
Southern New Hampshire Planning Commission	525	
Strafford County	605	
Town of Alton	105	
Town of Ashland	109	
→ Town of Bedford	116	
Town of Croydon	148	
Town of Deerfield	152	
Town of Dummer	158	
Town of Exeter	170	
Town of Francestown	173	
Town of Franconia	174	
Town of Freedom	176	
Town of Gifford	178	
Town of Hampton Falls	192	
Town of Hollis	203	
Town of Meredith	235	
Town of Moultonborough	243	
Town of Newfields	250	
Town of Pembroke	267	
Town of Rindge	279	
Town of Rye	284	
Town of Stratham	301	
Town of Tuftonboro	313	
Town of Waterville Valley	518	
Town of Weare	321	
Town of Woodstock	332	



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This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Primex ³ Members as per attached Schedule of Members Workers Compensation Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	NH Statute	Limit	Deductible
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto				Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory	Each Accident \$2,000,000 Disease – Each Employee \$2,000,000 Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Deaver</i>
			Date: 1/2/2015 tdenver@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Portsmouth Housing Authority	572
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563
Salem Housing Authority	521
Sandown Public Library	575
SAU 7 Office	817
SAU 13 Office	837
SAU 19 Office	748
Somersworth Housing Authority	533
Southeast Regional Refuse Dist 53-B	536
Southern New Hampshire Planning Commission	525
Southwest New Hampshire District Fire Mutual Aid	538
Southwest Region Planning Commission	566
Stewartstown School District	790
Strafford County	605
Strafford Regional Planning Commission	562
Stratton Free Library	564
Sullivan County	606
Swains Lake Village District	552
Tamworth School District	836
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Alstead	104
Town of Alton	105
Town of Andover	107
Town of Antrim	108
Town of Ashland	109
Town of Auburn	111
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
→ Town of Bedford	116
Town of Belmont	117
Town of Bennington	118
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Brentwood	125
Town of Bristol	127
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Carroll	134
Town of Chesterfield	139
Town of Clarksville	142
Town of Colebrook	143
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	152
Town of Deering	153
Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Town of East Kingston	161
Town of Easton	162
Town of Eaton	163
Town of Effingham	164

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.