

**Intermunicipal Police Agreement**  
**Between the**  
**Town of Rockingham and the Village of Bellows Falls**

WHEREAS the Village of Bellows Falls maintains a police force in accordance with 24 V.S.A. §1931 et. seq.; and,

WHEREAS the Village of Bellows Falls wishes to enter into a contract with the Town of Rockingham to provide constable services; and,

WHEREAS Vermont statutes make provision for Intermunicipal Police Agreements;

WHEREAS The Town of Rockingham Selectboard pursuant to the provisions of Title 17 V.S.A. §2651a Constables; appointment; removal; wishes to appoint two (2) members of the Bellows Falls Police Department to act as 1<sup>st</sup> & 2<sup>nd</sup> Town Constable;

NOW THEREFORE, LET IT BE RESOLVED that the Village of Bellows Falls and the Town of Rockingham enter into this agreement pursuant to 24 V.S.A. § 1936a for the provision of constable services by the Village of Bellows Falls to the Town of Rockingham as described in this Agreement:

**Article I**  
**Management and Services**

a) The Trustees of the Village of Bellows Falls may authorize the Manager, to provide police resources for inter-municipal constable services. The Village of Bellows Falls ("Village") hereby designates and shall provide services through its duly established Police Department ("Department") to the Town of Rockingham ("Town"), as defined by this Agreement.

b) Village shall be responsible for and have sole jurisdiction over the management of the Department.

c) The Department shall provide the Town with duly certified constable services as established by this Agreement and limited to -the following:

1. The service of civil or criminal process, under 12 V.S.A. §691;
2. Destruction of animals, in accordance with the provisions of 20 V.S.A. Chapter 193.
3. Provision of assistance to the Health Officer in the discharge of the Health Officer's duties, under 18 V.S.A. §617;
4. Removal of disorderly people from town meetings, under 17 V.S.A. §2659;

d) The specific hours of service are at the discretion of the Manager and the Bellows Falls Police Chief.

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Article II  
Revenue

- a) All revenue from constable services covered in this Agreement will be received by the Bellows Falls Village Corporation from the State of Vermont after State processing fee(s) deducted.
- b) Town and Village hereby agree that the revenue generated by this program after any applicable fees, personnel costs and expenses will remain with the Bellows Falls Police Department.
- c) The Department shall keep a log of constable services provided in Rockingham for the preparation of an annual report. A copy of the log shall be available in the office of the Chief of Police and the Manager's office.
- d) It has been agreed that this program must generate revenue beyond operational costs and applicable fees to remain in effect.
- e) Payments from this program will be made to Village on a quarterly basis.
- f) A separate accounting line in both the Village budget will track the activity for this program.

Article III  
Insurance

- a) Village will provide and maintain liability and casualty insurance coverage on all aspects of the Department in amounts commercially available and as deemed reasonable and prudent by the Village Trustees and the Town of Rockingham. The present policy is \$5,000,000.00 per incident

Article IV  
Employees

- a) Employees of the Department are to be considered employees of the Village
- b) The Manager, acting for the Village of Bellows Falls will have sole jurisdiction over hiring, firing, promotions, demotions and any other personnel decisions in the Department.

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Article V  
Facilities and Equipment

- a) Village shall provide adequate facilities and equipment to conduct Department activities at no additional cost to Town.
- b) All Department facilities and equipment shall be the property of the Village of Bellows Falls.

Article VI  
Term

- a) The initial term of this Agreement will begin on August 1, 2013 and expired on June 30, 2014.
- b) The Bellows Falls Village Trustees and Rockingham Selectboard met to evaluate this Agreement on July 30, 2013.
- c) This new Agreement will be effective on August 1, 2013 and will automatically renew each year on June 1 unless terminated by either party by written request sixty (60) days prior to the anniversary date.

Article VII  
Dissolution

- a) This Agreement shall become null and void, and all necessary action must be taken to remove liability and public expectation of constable service under the following circumstances:
  - 1. By affirmative vote of the of the Trustees or the Selectboard at a duly warned meeting of each board; and by
  - 2. By the expiration of the Term of this agreement without a new agreement, as defined in Article VI; or,
  - 3. If the Program does not generate revenue or begins to place a burden on the taxpayers of the Village in the form of increased taxes to support the Program.

The Village of Bellows Falls and the Town of Rockingham, upon execution by the Boards of each, do enter into this agreement effective August 1, 2013.

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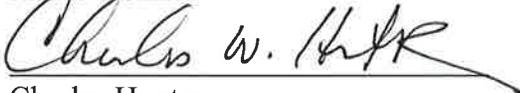
BELLOWS FALLS VILLAGE CORP.  
BOARD OF TRUSTEES

  
\_\_\_\_\_  
Roger Ricci, Village President

  
\_\_\_\_\_  
Stefan Golec

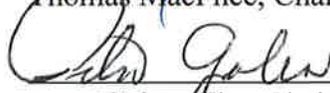
  
\_\_\_\_\_  
Colin James

  
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Andrew Smith

  
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Charles Hunter

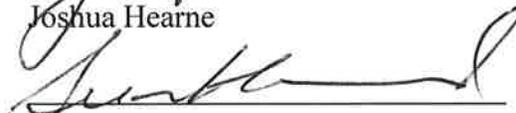
TOWN OF ROCKINGHAM  
SELECTBOARD

  
\_\_\_\_\_  
Thomas MacPhee, Chair

  
\_\_\_\_\_  
Peter Golec, Vice-Chair

  
\_\_\_\_\_  
Ann DiBernardo

  
\_\_\_\_\_  
Joshua Hearne

  
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Susan Hammond