

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 police services; and,

WHEREAS Vermont statutes make provision for Intermunicipal Police Agreements;

WHEREAS The Town of Rockingham Selectboard pursuant to the provisions of Title 23, V.S.A. § 1971,2291 and Title 23 § 7251, adopted a Traffic Ordinance for the Town of Rockingham, on December 1, 1992 and amended and adopted on April 29, 2010 effective on June 19, 2010.

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. § 1938 for the provision of police 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 police 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 policing services as established by this Agreement and limited to traffic control on Vermont Rte. 103, U.S. Rte. 5, and Saxtons River Road - T.H. 1 - Rte. 121 as adopted by Town of Rockingham Traffic Ordinances. ("Services")
- d) The specific hours of service are at the discretion of the Manager.

Article II
Revenue

- a) All revenue from traffic violations covered in this Agreement will be received by the Town of Rockingham from the State of Vermont after State processing fee(s) deducted.
- b) Town and Village hereby agree to share equally the revenue generated by this program after the State fee and personnel costs and expenses are deducted.

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- c) The Department shall keep a time log of Services provided in Rockingham for the preparation of an annual report. A copy of the time 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 State 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 Town and Village budgets 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.

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 began on October 5, 2010 and expired on October 4, 2011.
- b) The Bellows Falls Village Trustees and Rockingham Selectboard met to evaluate this Agreement on May 29, 2012.

c) This new Agreement will be effective on August 1, 2012 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.

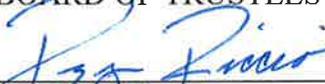
Article VII
Dissolution

a) This Agreement shall become null and void, and all necessary action must be taken to remove liability and public expectation of police 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 Town & 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, 2012.

BELLOWS FALLS VILLAGE CORP.
BOARD OF TRUSTEES



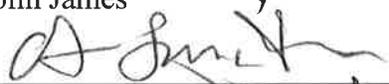
Roger Riccio, Village President



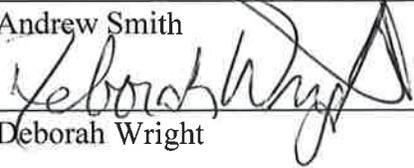
Stefan Golec



Colin James



Andrew Smith



Deborah Wright

TOWN OF ROCKINGHAM
SELECTBOARD



Thomas MacPhee, Chair



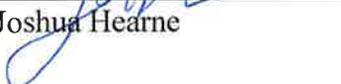
Peter Golec, Vice-Chair



Stefan Golec



Joshua Hearne



Matthew Trieber