

Regional Police Department Feasibility Study  
*for Bath, Lisbon and Lyman, New Hampshire*

FINAL REPORT

## Table of Contents

<b>Subject</b>	<b>Page</b>
1. Introduction	2
2. Executive Summary	4
3. Current Demographics of Each Participating Towns	5
4. Current Law Enforcement Situation and Crime Data & Statistics of Participating Towns	7
5. Authority to Form and Operate a Regional Police Department in New Hampshire	8
6. Advantages of Regional Police Services	10
7. Disadvantage of Regional Police Services	12
8. Staff of Regional Police Department	14
9. Cost Assessment and Operational Budget	21
10. Cost Allocation Models	26
11. Structure of a Bath, Lisbon and Lyman Regional Police Department	31
12. Legal Issues	32
13. Grant Assistance Programs	41
14. New Hampshire Law Enforcement Accreditation Program	42
15. Conclusion and Recommendations (If appropriate)	43
16. References	44

# 1. Introduction

## Statement of Intent

The goal of the regional police department feasibility study is to assess the law enforcement needs for the New Hampshire towns of Bath, Lisbon and Lyman. To further determine if;

- i) These assessed needs can be met by creation of a regional police department;
- ii) To examine the structure, staff, equipment and legal requirements needed to create such a regional police department;
- iii) To determine the costs to create and operate such a regional police department;
- iv) To propose allocation of such costs to each participating town;
- v) To provide the results of this feasibility study to each participating town by March 2024.

## History

This project started early in 2022. Police Chief Todd Eck, Bath, and Chief Ben Bailey, Lisbon, recognized that their police departments faced increasingly difficult challenges to provide law enforcement services to their individual communities.

The single word that best describes the challenge they faced is, **resources**.

Financially, New Hampshire towns are primarily resourced by collecting property tax. Small towns, with limited land valuation and a small number of taxpayers, are challenged to pay for the services required to operate their town, pay their share of the local school budget and to pay the county tax assessment from finite tax income. When it comes to funding the police department, towns allocate what they can afford; not necessarily what it costs to operate a police department. These funding decisions are always challenging in New Hampshire and are becoming increasingly difficult.

The Chief's looked at how other law enforcement organizations were resolving similar challenges elsewhere in the country. While doing this research they learned about regionalizing police departments. A primary benefit of regionalizing a police department is that it combines overhead costs, such as management (police chiefs) and facilities (police department building and building maintenance costs). The money thus saved can be used for other purposes, such as to employ additional police officers. Conceptually, towns participating in a regional police department would be afforded better (perhaps significantly better) police department coverage for the same tax dollar expenditure.

After drafting a conceptual plan to create a regional police department in northern Grafton County, the Chief's presented their proposal to Boards of Selectmen of potential participating towns. As a result, the Towns of Bath, Landaff, Lisbon, Lyman and Monroe presented a Warrant Article to the inhabitants of their respective towns during their 2023 Town Meeting. The Warrant Article in each town read substantially the same as the following:

Article [Number]. To see if the Town of [Name] should conduct, with surrounding towns, a feasibility study with interested towns for a Regional Police Department. Each Town will provide a Board member or their designee and other members by Board appointment to conduct monthly meeting(s). No monies to be expended and results of study to be available by March 2024. (Majority vote required)

Inhabitants in Bath, Lisbon and Lyman approved the Warrant Article; the Warrant Article was defeated in Landaff and Monroe.

On June 22, 2023, the Regional Police Department Feasibility Study for Bath, Lisbon and Lyman, New Hampshire Committee, was established.

*Members from Bath:*

William Minot, Jr.	Selectman
Shawn Applebee	Selectman
Greg Jellison	Designee
Todd Eck	Chief of Police

*Members from Lisbon:*

Scott Champaign <sup>3</sup>	Selectman
Arthur Boutin <sup>2</sup>	Selectman
Ben Bailey	Chief of Police

*Members from Lyman:*

Bruce Beane	Selectman
Greg Harville <sup>1</sup>	Designee

1. *Committee Chairman*
2. *Structure / Staff Sub-Committee Chairman*
3. *Legal Issues Sub-Committee Chairman*



## **2. Executive Summary**

*ADD DRAFT LANGUAGE*

### 3. Current Demographics of Each Participating Towns

Table 3.1 and 3.2 provide demographic data on each town. The three towns have a total combined population of 3,283 persons, residing in an area of approximately 94 square miles. This equates to an average population density of [xx] persons per square mile. However, the population densities in these towns range from a high of 60.7 persons per square mile in Lisbon to a low of 20.4 persons per square mile in Lyman. There is a total of [xx] housing units in the three towns. These range from a high of [xx] units in Lisbon to a low of 259 units in Lyman. The three towns have a combined road mileage of [xx.x].

All population and related data were verified with the U.S. Census Bureau website and all such data is believed to be current and accurate. Road mileage was obtained from the Road Agent in each town.

All three municipalities in this study are Towns incorporated in the state of New Hampshire. All three towns are rural in nature.

	Population	Population %	Area (square miles)	Area %
Bath	1,077	32.8%	38.6	41.1%
Lisbon	1,621	49.4%	26.7	28.4%
Lyman	585	17.8%	28.7	30.5%
Total	3283	100.0%	94	100.0%

Table 3.1 - Population / Area (square miles) of each Town

	Road Miles	Road Miles %	Population per Square Mile	Housing Units
Bath	80	39.2%	27.9	560.0
Lisbon	81.2	39.8%	60.7	779.0
Lyman	42.7	20.9%	20.4	358.0
Total	203.9	100.0%		1697.0

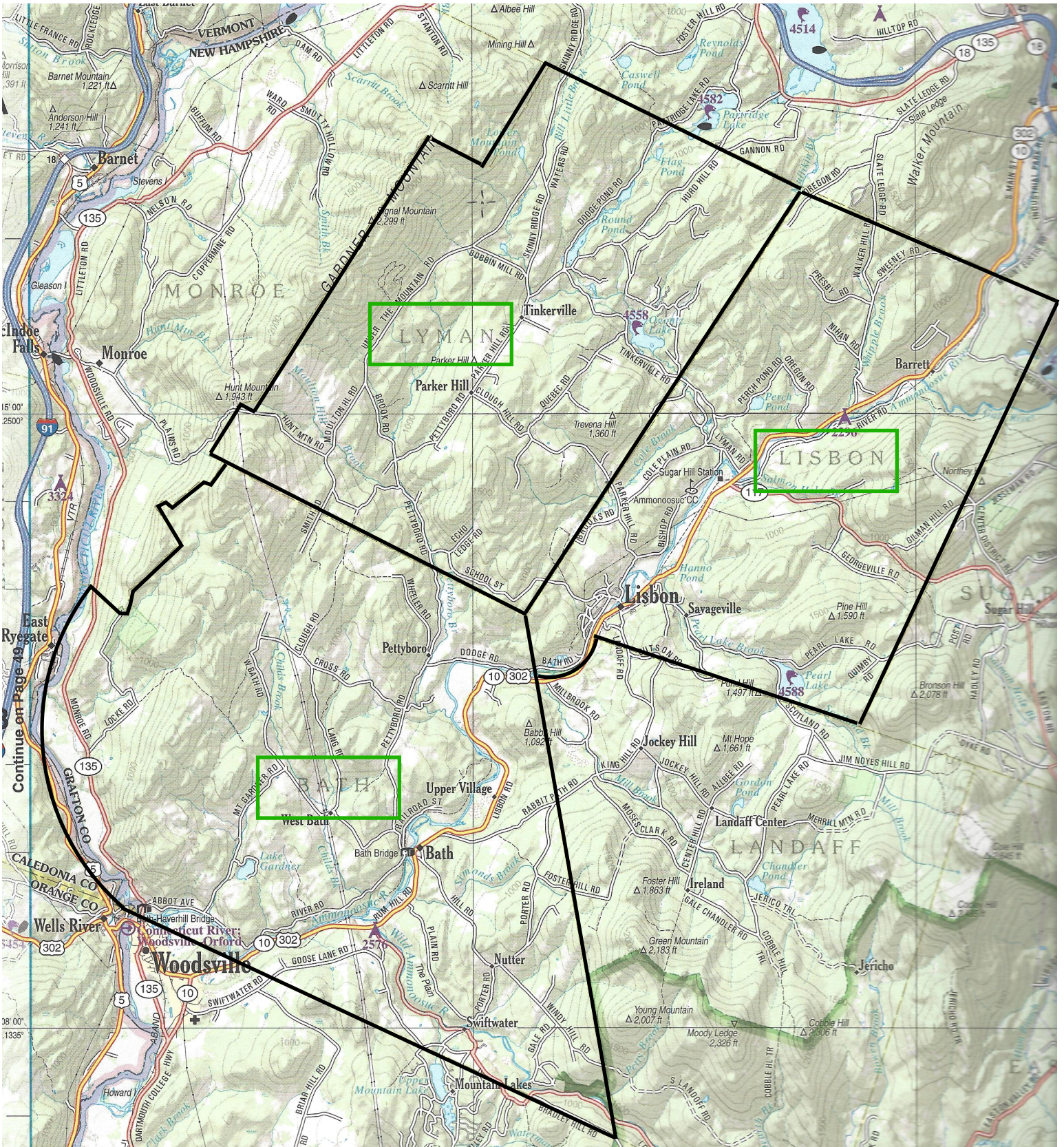
Table 3.2 - Road Miles / Population per Square Mile / Housing Units

	Tax Valuation (2022)	Tax Valuation %	Property Tax Rate (2022)
Bath	\$110,000,000	36.0%	\$20.00
Lisbon	\$119,000,000	38.9%	\$32.43
Lyman	\$76,600,804	25.1%	\$19.45
Total	\$305,600,804	100.0%	

Table 3.3 - Property Valuation and Tax Rates



# Regional Police Department Coverage Map





## 4. Current Law Enforcement Situation and Crime Data & Statistics of Participating Towns

Table 4.1 and 4.2 provide current information about the police department budgets and law enforcement activity in each of the participating towns.

Town	2022 Budget
Bath	\$250,000
Lisbon	\$422,615
Lyman	\$0
Total	\$672,615

Table 4.1 - Current Police Department Budgets - 2022

Town	2020	2021	2022	Average Calls Per Service Per 1,000 residents <i>(Used for Cost Allocation Models)</i>
Bath		514	616	0.57
Lisbon		2,749	3,671	3.21
Lyman	120	115	87	0.11
Total	120	3,378	4,374	3.88

Table 4.2 - Calls Per Service per Participating Town (2020 - 2022)

Note: The town of Lyman's law enforcement services are provided by the New Hampshire State Police.

## 5. Authority to Form and Operate a Regional Police Department in New Hampshire

New Hampshire Revised Statutes Annotated (RSAs) are the codified laws of the State of New Hampshire. New Hampshire RSAs contain provisions that permit establishing, among other things, agreements between municipalities for the provision and performing of police functions and services that each municipality is authorized to independently perform.

The employment of police officers and the provision of police services to the citizens of a community is one of the municipal functions that the legislature of the State of New Hampshire contemplated as an appropriate subject for a cooperative inter-municipal agreement when it authorized municipalities to engage in such agreements pursuant to RSA 53-A.

The following RSAs describe the legal authority to enter into agreement(s) to create a regional police force in New Hampshire.

RSA 31	Powers and Duties of Towns
RSA 32	Municipal Budget Law
RSA 53-A	Agreements Between Government Units
RSA 91-A	Access to Government Records and Meetings (Right to Know)
RSA 105:	Police Officers and Watchmen
RSA 105-C	Police Commissions

In New Hampshire, consolidation of police services does not require the abolishment of political subdivision boundaries for police services.

The process requires that participating communities enter into an Inter-Municipal Agreement that provides for emergency and traditional police services to all party communities in a manner that fully empowers the police officers operating pursuant to the Agreement to perform and discharge their responsibilities in each community as completely and fully as if they were solely employed therein. The Agreement also provides for the sharing of cost and management of such services in a fashion that is efficient and beneficial to the citizens of all party communities.

The regional police department is managed by a cooperative board ("Joint Police Board"). The Joint Police Board is created by the aforementioned Agreement and consists of two (2) members from each of the Boards of Selectmen in the respective participating towns.

Terms and conditions relating to personnel matters, appointment of Chief and Officers, budget, cost allocation, administration of financial matters, mechanisms for payment and termination and dissolution of the regional police department are negotiated between the party communities and made part of the Agreement.

It is important to note that the Joint Police Board has no power to borrow funds, issue bonds nor notes and may not make any decision that subjects either the entity created in the Agreement or its member towns to any expenditure that would be considered long term debt (that is, intended to incur obligation to pay beyond the end of the current budget year). The residents of participating towns retain legally empowered to cast a vote prohibiting the expenditure of money for certain items. In the event that the town meeting of any participating town elects to zero out

of fail to appropriate their share of funds for the continued operation of this joint venture, the Agreement shall terminate thirty (30) days after the adjournment of the meeting as which such vote is taken.

The New Hampshire towns of Greenville and Temple have successfully established and entered into such an Inter-Municipal Agreement. A copy of that agreement is attached hereto in Section 12.

## **6. Advantages of Regional Police Services**

Possible advantages of creating a regional police department are described below.

### **Reduced Costs**

When properly implemented, regionalization of local government service may result in decreased cost to the participating municipalities.

The costs to provide police department services to an individual municipality includes:

- Administrative costs,
- Personnel costs,
- Operational costs,
- Equipment maintenance and replacement costs, and other such costs.

A regional police department eliminates the duplication of certain costs by consolidation. For example, instead of each municipality having a police chief, the regional police department would be supervised by a single chief. Similar consolidation is possible with the administrative staff and the operation of the police department building(s) and other such infrastructure costs.

An important caveat is that in order to realize a cost reduction, all of the participating municipalities must already be providing a comparable service in their respective municipality.

### **Improvement in the Uniformity and Consistency of Law Enforcement**

Implementing a regional police department requires the establishment of uniform policies, practices, and regulations. Typically, the resulting standardization of law enforcement improves citizen satisfaction in participating municipalities.

### **Improvement in the Coordination of Law Enforcement Services**

Oftentimes, law enforcement activities and criminal investigations are limited by jurisdictional boundaries. In a regional police department geographic boundaries are extended, permitting police officers to focus activity on the source of the disorder, rather than simply addressing the symptoms. Under central leadership and direction, and with uniformity of purpose, a regional police department eliminates duplication of services provided by individual municipal police departments. This results in a more cost effective and efficient use of limited public funds.

### **Improvement in the Recruitment and Retention of Police Officers**

Ideally, police departments are resourced to provide the law enforcement services required to safeguard the inhabitants of the municipality it serves. Because of the challenges that all municipalities face to balance costs and revenue, police departments in small towns may not have the resources to maintain optimal police department staff.

Small police departments often have limited ability to offer competitive compensation. This creates a disadvantage that makes it challenging to recruit and retain high quality police officers. Consolidation of services across a broader tax base often results in improved recruitment ability.

By using the money saved by creating a regional police department, municipalities may be able to offer their inhabitants an increase in police department services (in some cases a substantial increase in service) for the same tax dollar expenditure.

### **Improved Management and Supervision**

In many small police departments, the supervisory police officers also serve in the capacity of a patrol officer. This can adversely affect police department administration and supervision.

Ideally, a regional police department will have the resources to allow the Chief of Police to be a full-time manager. Doing so generally improves the efficiency of police department activities for all participating municipalities.

### **Improvement in Training and Personnel Efficiency**

The quality of service provided by a police department is directly affected by the quality of the training it provides to its police officers.

It is difficult for small police departments to train its police officers without adversely affecting police department service to its municipality. Sending an officer for training often means not having a police officer available to respond to a call for service. Or, it could mean that the police department's operating costs are increased by the necessity to pay overtime wages.

Again, by using the money saved by creating a regional police department, municipalities may be able to offer their inhabitants an increase in police department services for the same tax dollar expenditure.



## **7. Disadvantage of Regional Police Services**

Possible disadvantages of creating a regional police department are described below.

### **Loss of Local Law Enforcement Services**

This concern pertains to the possible reduction of tasks that are typically provided by a police department to its municipality; tasks that are not directly related to law enforcement.

Police officers routinely perform many duties which are not typically considered to be a law enforcement activity. These miscellaneous duties include, for example, running errands for municipal administrators, parking enforcement, school crossing guards, escorts for funerals and other such tasks. Oftentimes some of these tasks are no longer provided by police officers when a regional police department is created.

### **Loss of Local Control**

This concern pertains to the possible reduction in control over police department activities by each individual municipality.

When a municipality creates and maintains its own police department, the entire governing body is often directly involved in the operations and oversight of law enforcement activities.

In New Hampshire, a regional police department is governed by a cooperative board ("Joint Police Board"). The Joint Police Board normally consists of two members from each of the Boards of Selectmen in the respective participating towns.

This means that each municipality's control over the regional police department is diluted by the number of participating communities.

### **Loss of Citizen Contact**

This concern pertains to the possibility that citizens will lose their close personal relationships with individual police officers.

Occasionally there is a concern that the citizens of a participating community will not have as close a relationship with the members of a regional police department as they do with their "own" officers.

If such a situation develops, it is usually temporary and is resolved as the police officers in the newly created regional police department become acquainted with all inhabitants of the participating municipalities.

### **Loss of Position**

This concern pertains to the possibility that employees of the municipal police departments that will be merged into the regional police department will lose employment or be demoted.

One of the purposes of creating a regional police department is consolidation. The inevitable result is a reshuffling of job titles, responsibility and compensation.

Having acknowledged that loss of position is a reasonable concern, such a concern is not applicable to creating the regional police department contemplated in this study.

Based on the current makeup of the individual police departments in the municipalities that are partly to this study, and considering the proposed structure of a newly created regional police department, no current employees would be reduced in rank, responsibility or compensation.

## 8. Staff of Regional Police Department

Many factors must be considered when deciding how many police officers are required to properly staff a police department. Factors such as population, population density, traffic, calls for service, crime rates, the effects of factors in neighboring communities and budgetary limitations are all important considerations. Also, the service level desired by the community is a major factor that must be considered when determining staffing levels. Many formulas are available for recommending police department staffing levels. Some are as simple as the population to officer ratio, while others are more complicated and require data oftentimes not available from normal record keeping functions.

Proper staffing levels affect the efficiency and effectiveness of the police department as well as the safety of the public. Municipalities must remember that, not only do police departments rely on quantifiable data, such as crime rates and arrests to measure effectiveness, but also must take into account preventative patrol activities, such as traffic enforcement details, directed patrols and varied patrol techniques to detect and prevent such crimes from occurring.

While not engaged in handling calls for service (“calls”), police officers proactively engage in other important law enforcement activities such as traffic enforcement, business checks and dedicated patrols in areas where residents feel there are concerns. Additionally, whether it be conducting “crisis drills” at schools, conducting seat belt/child seat checks, talking to a local boy scout troop or taking a pre-school class through the police station, police officers represent not only the police department, but act as a conduit and representative of each municipality and add to the quality of life in the community.

While not engaged in those activities, police officers should undergo in-house and specialized training. Additionally, police officers are obligated to review policy and procedures of the department and participate in State mandated training both in person and on-line.

There are several methods to calculate the correct number of police officers to staff a police department. Some are comparative in nature, such as comparing number of police officers to population, some focus upon workload, that is how a police officer spends his/her time, and another method is functional, that is, based upon the number of police officer positions needed to fill shifts. After considering the results and evaluating the unique features and conditions present within a community, a conclusion can be reached regarding staffing levels.

The Committee considered two methods to calculate police officer staffing level; the Comparative Method (the ratio of patrol officers to 1,000 residents), and a combination of the Workload and Functional Methods using a formula developed by the International Association of Chiefs of Police (“IACP”).

### Comparative Method

The simplest method to estimate how many police officers a municipality requires is to compare the ratio of police officers to 1,000 in population in other cities and towns. It does not consider workload, service area or non-crime related functions and activities mandated by the jurisdiction, so it is the least accurate of all methods. This comparison should be used only as reference and not as a basis for final staffing decisions. Proper staffing requires insight into a series of statistics, a variety of facts and current data to obtain the proper operational level of the police department.

The average number of police officers per 1,000 population varies throughout the United States. As an example, utilizing the nationwide average of 1.6 officers per 1,000 residents a Bath, Lisbon & Lyman regional police department would employ 6 police officers. However, the “average” number of police officers per 1,000 population varies by region of the United States. In the northeast, there is an average of 2.6 police officers per 1,000 residents. For jurisdictions with a population under 10,000 population the average is 4.2 police officers per 1,000 residents. For police departments in New Hampshire, the average police officer to population ratio is 2.256 police officers for each 1,000 residents. Using this figure, a Bath, Lisbon and Lyman regional police department would be staffed at 8 police officers. Please refer to table 8.1 below.

	Combined Population of Bath, Lisbon & Lyman	Police Officers per 1,000 Population	Calculated Number of Police Officers (Rounded Up)
Nationwide Average	3,283	1.6	6.0
Northeast Region	3,283	2.6	9.0
Population Under 10,000	3,283	4.2	14.0
Police Departments in New Hampshire	3,283	2.3	8.0

Table 8.1 - Police Officers per 1,000 Residents

### Workload and Functional Method

The IACP created a formula to calculate the number of police officers needed to staff a police department based on police officer workload. This formula is generally considered to be reliable but it does not take into account unique circumstances that exist in individual communities.

One of the assumptions of the IACP method is that 45 minutes is the average time necessary to handle the average police call. Serious crimes, especially those involving an arrest or prolonged investigation take considerably longer and minor incidents may take much less time to resolve; but 45 minutes has been found to be a reliable average. IACP also recommends that only one third of a police officer’s duty time be taken up with the response to calls.

A police officer also needs time to handle equipment service, court appearances, and administrative duties as well as conduct his or her preventative patrols to help ensure the safety and well-being of the community. The IACP formula adds a buffer factor to account for these needs. It should be noted that a police officer in a small police department often needs more administrative time since they are usually responsible for more record-keeping tasks than their counterparts in a larger department who have more support staff.

Full-time police officers receive benefits, to include vacation time off, personal time off, sick time off and other leave time as agreed to in a contract. The “available time” used by the IACP formula is based on an assumption of total paid time off which may be offered in the police officer’s compensation package. For illustrative purposes, each police officer is available for duty only 1,808 hours per year when regular days off, vacations, holidays, sick leave, training time, and court time are all considered. When applied, the calculations

derived from the IACP formula only determines the number of officers needed for patrol duties and to respond to calls for service and other incidents. It does not include administrators, supervisors, detectives or other required specialists in the department.

Following is a step-by-step calculation of police officer staff level for a Bath, Lisbon and Lyman Regional Police Department using the IACP formula.

**Step 1**

Determine Calls per Year. This is the number of complaints or incidents received and responded to by the police department(s). Complaints or incidents include all forms of police activity that a police officer responded and/or took official action. Calls do not include situations where advice was given over the telephone, delivering messages, handling internal police matters, etc. In most cases a report will be written, coded, assigned an incident number, and then entered in a records management system by a police officer or administrative assistant after an incident is completed, reviewed and approved.

In order to correctly determine the proper staff level of a police department it is important to accurately estimate the number of calls for service that the police department will receive per year. As noted in table [xxx], it is difficult to determine calls per year using currently available data police department activity in Bath, Lisbon and Lyman. IACP has determined that on average communities experience 550 police incidents for every 1,000 residents and recommend using this ratio when the actual calls for service cannot be accurately determined. For the purpose of this study, the Committee agreed to follow the IACP’s recommendation in this matter.

	Bath, Lisbon & Lyman
Total Population	3283
Multiplier (550 calls for service / 1000 residents)	0.55
Estimated Calls per Year	1,806

Table 8.2 - Estimated Calls Per Year

**Step 2**

Determine Police Officer Hours Required to Handle Estimated Calls. To do so, multiply the total number of Estimated Calls Per Year by .75 (45 minutes). As noted above, the IACP method assumes that 45 minutes is the average time required to handle a call.

	Bath, Lisbon & Lyman
Estimated Calls per Year	1,806
Multiplier (Average time to handle a call)	0.75
Police Officer Hours Required to Handle Estimated Calls	1,354

Table 8.3 - Police Officer Hours Required

### Step 3

Determine Police Officer Hours Required to Handle All Duties. To do so multiply the number of Police Officer Hours Required to Handle Estimated Calls by 3. This adds a buffer factor and time for preventive patrol. The IACP method assumes that about one third of a police officer's time should be spent on handling calls. Other requirements include servicing police vehicles and equipment, personal relief, eating, and administrative duties must be taken into consideration. Time must also be allotted for preventative patrol.

	Bath, Lisbon & Lyman
Police Officer Hours Required to Handle Estimated Calls	1,354
Multiplier (Buffer Factor)	3.0
Police Officer Hours Required to Handle All Duties.	4,063

Table 8.4 - Police Officer Hours to Handle All Duties

### Step 4

Determine Number of Required Police Officer Patrol Units. To do so divide the Number of Police Officer Hours Required to Handle All Duties by 2,920 (this is the the total number of hours necessary to staff one Police Officer Patrol Unit for one year (365 X 8 hours = 2,920)). The result of applying the IACP formula establishes the number of Police Officer Patrol units necessary to police the community (not the number of police officers, but the number of patrol units).

	Bath, Lisbon & Lyman
Number of Police Officer Hours Required to Handle All Duties	4,063
Divisor (One Police Unit)	2,920
Police Officer Patrol Units	1.39

Table 8.5 - Police Officer Patrol Units

## Step 5

Determine The Availability Factor. To determine the number of police officers actually required to staff each Police Officer Patrol Unit, the availability factor must be calculated. This is accomplished by subtracting the amount of time that a police officer is not available to perform patrol duty from a police officer patrol unit.

	Annual Hours
One Police Officer Patrol Unit (365 days per year X 8 hours per day)	2,920
Time Not Available Function as a Police Officer	
- Regular Days Off (2 days each week)	832
- Vacation Days Off (10 days per year)	80
- Holidays/Personal Days Off (10 days per year)	80
- Court Days (5 days per year)	40
- Training Days (5 days per year)	40
- Sick Days (3 days per year)	24
- Miscellaneous Leave Days (2 days per year)	16
SubTotal Unavailable Police Officer Hours	1,112
Total Available Police Officer Hours (2,920 - 1,112)	1,808
Availability Factor (2,920 / 1,808)	1.6

Table 8.6 - Availability Factor

Based on the table above, it takes 1.61 police officers to staff each police officer patrol unit necessary to police the community.

Please note that a police officer patrol unit provides 1 8 hour shift per day., So, 3 police officer patrol units are required to provide 24-hour police coverage. Applying the availability factor (3 police officer patrol units x 1.61 availability factor) means that a minimum of 5 polices are required for a municipality to provide 24-hour police officer coverage to its residents.

	Bath, Lisbon & Lyman
Required Police Officer Patrol Units	1.39
Multiplier (Availability Factor)	1.61
Calculated Number of Police Officers (rounded up)	3

Table 8.7 - Number of Required Police Officers

Utilizing this formula, 3 police officers would be required based on calls for service alone.

This staffing level does not take into account the need for supervisory, investigation and administrative staff.

**Comparison of Methods**

Formula	Required Number of Police Officers (calculated)	Police Officers per 1,000 Residents in Bath, Lisbon & Lyman
Comparative Method (Using Police Department in New Hampshire)	8.0	0.4
Workload and Functional Method	3.0	1.1

Chart 8.8 - Comparison of Methods

**Current Police Coverage in Bath, Lisbon and Lyman**

It's reasonable to compare the number of police officer coverage (in total coverage hours) to the number of police officers required, as calculated in the foregoing methods,

Currently, Bath and Lisbon have their own police departments. While Bath and Lisbon have police departments, neither town has 24-hour coverage and rely on [describe coverage] during the time when each town's police department is closed. Lyman's police coverage is provided by the New Hampshire State Police. Please refer to table 8.9 below.

	Full Time Police Officers	Part Time Police Officers	Total Police Coverage (Hours/Year)	Total Coverage (Hours/Week)	Police Officers per 1,000 Residents
Bath	1	1	2,880	55.4	0.7
Lisbon	3	2	7,680	147.7	0.4
Lyman	0	0	0	0.0	0.0

Table 8.9 - Current Hours of Police Coverage

The police department staff shown in table 8.9 above includes the entire department, that is, the police chief, patrol officer(s) and support staff. The police departments in Bath and Lisbon do not provide 24-hour police coverage and do not provide police coverage 7 days per week.



**Recommended Staffing of Bath, Lisbon & Lyman Regional Police Department:**

After considering the methods described above and then taking into account:

- Staff level for supervision and investigation,
- The desire to provide police coverage 24-hour per day and 7 days per week, and
- The circumstances of the towns of Bath, Lisbon and Lyman, including the dimensional size of each town, the population of each town, the number of road miles that need to be traveled to provide police officer service to each town.

The Committee determined that the minimum staff level for a Bath, Lisbon and Lyman Regional Police Department is:

Position	Full Time	Part Time	Total
Chief of Police	0	1	1
Captain	1	0	1
Sergeant	1	0	1
Patrol Officers	4	0	4
Administrative Staff	1	0	1
Total	7	1	8

Table 8.10 - Recommended Staff Level for Bath, Lisbon, Lyman Regional Police Department

The recommended police department composition listed in table 8.10 is used to calculate the proposed operating budget in section 9 below.

## 9. Cost Assessment and Operational Budget

Having established how many police officers will be needed for a Regional Police Department for Bath, Lisbon and Lyman, New Hampshire the next step is to determine the total cost to provide such service and to determine how to allocate such costs to each town.

### Proposed Operating Budget

To create the operating budget for the Regional Police Department the Committee started by creating a pro forma budget to identify all costs that that will be incurred. Such costs include the the broad categories of administrative expense, personnel expenses, operational expense and reserve accounts. The Committee also considered the one time costs that will be incurred to combine the existing police departments into a regional police department. These cost are labeled *Extraordinary Costs* in Table 9.1 below.

The proposed budget does not include any additional cost reductions that may be realized through fines, administrative fees, private or intergovernmental grants. If awarded, any such Federal, State or Local grants would further help to offset some of the identified costs and would reduce the budget amounts accordingly.

### Personnel Expenses

Personnel expenses are the salaries, payroll costs and related benefits for all department employees. Generally, personnel costs are the highest category in all police department budgets and typically range from 65 to 90 percent of the total budget.

### Non-Personnel Expenses

These categories include the costs associated with administration, facilities and utilities, training, maintenance and the police departments operational activities. The costs to purchase, operate, insure and maintain the police department's vehicles are also included.

The number of proposed vehicles is based on the IACP's recommended ratio of 1.5 to 2.0 officers per vehicle.

In some town budgets, certain police department costs may be combined with the same type expense for the entire town. For example, payroll taxes, workers compensation insurance, health insurance, and liability insurance, are often combined into a single budget line item.

The Committee has taken care to identify all such costs. The information contained in Table xx shows how each participating town's municipal budget will be affected by removing such costs from the general budget. Not doing so will result in an overstatement of the total impact on each participating town property tax rate if that town elects to participate in the Regional Police Department.

Category	SubCategory	Description	Expense
Administrative Expenses	Office Expenses	Accounting and payroll services	\$ 1,480
Administrative Expenses	Office Expenses	Computers and Computer Supplies	\$ 2,500
Administrative Expenses	Office Expenses	Internet	\$ 1,440
Administrative Expenses	Office Expenses	Office Supplies	\$ 3,000
Administrative Expenses	Office Expenses	Postage	\$ 1,000
Administrative Expenses	Office Expenses	Radio	\$ 0
Administrative Expenses	Office Expenses	Telephone	\$ 5,500
Administrative Expenses	Office Expenses	Other	\$ 2,500
SubTotal	Administrative Expenses		\$ 17,420
Personnel Expenses	Salary	Chief	\$ 74,880
Personnel Expenses	Salary	Captain	\$ 87,360
Personnel Expenses	Salary	Sergeant	\$ 68,640
Personnel Expenses	Salary	Patrol Officers (4)	\$ 231,920
Personnel Expenses	Salary	Administrative Staff	\$ 59,036
Personnel Expenses	Salary	Holiday Pay	\$ 5,687
Personnel Expenses	Salary	PD EEvents	\$ 7,000
Personnel Expenses	Salary	Other Personnel Expenses	\$ 0
Personnel Expenses	Overtime	Administrative Staff Overtime	\$ 0
Personnel Expenses	Overtime	Police Officer Overtime	\$ 12,500
Personnel Expenses	Payroll Taxes	FICA	\$ 41,848
Personnel Expenses	Payroll Taxes	FUTA	\$ 3,360
Personnel Expenses	Payroll Taxes	SUTA	\$ 1,904
Personnel Expenses	Employee Benefits	Insurance - Health	\$ 256,000
Personnel Expenses	Employee Benefits	Insurance - Life	\$ 10,000
Personnel Expenses	Employee Benefits	Insurance - Officer Liability	\$ 0
Personnel Expenses	Employee Benefits	Insurance - STD/LTD	\$ 0

Category	SubCategory	Description	Expense
Personnel Expenses	Employee Benefits	Insurance - Workers Compensation	\$ 0
Personnel Expenses	Employee Benefits	Retirement Contribution - NH State	\$ 127,030
Personnel Expenses	Employee Benefits	Retirement Contribution	\$ 7,500
Personnel Expenses	Hiring Expense	Advertising Expenses	\$ 500
Personnel Expenses	Hiring Expense	Interview Expenses	\$ 500
Personnel Expenses	Hiring Expense	Background Checks	\$ 350
Personnel Expenses	Hiring Expense	Other Hiring Expenses	\$ 0
Personnel Expenses	Training Expense	New Hire Training	\$ 0
Personnel Expenses	Training Expense	Recurrent Training	\$ 10,000
Personnel Expenses	Training Expense	Weapons Training	\$ 0
Personnel Expenses	Training Expense	NH State Mandated Training	\$ 0
Personnel Expenses	Training Expense	Administrative Staff Training	\$ 0
Personnel Expenses	Training Expense	Other Training Expenses	\$ 10,000
SubTotal	Personnel Expenses		\$ 1,016,015
Operational Expenses	Building Costs	Building Maintenance	\$ 2,000
Operational Expenses	Building Costs	Janitorial	\$ 1,500
Operational Expenses	Building Costs	Rent	\$ 10,000
Operational Expenses	Building Costs	Utilities	\$ 12,000
Operational Expenses	Building Costs	Insurance - Building	\$ 1,000
Operational Expenses	Dues & Subscriptions	Dues 1	\$ 9,000
Operational Expenses	Dues & Subscriptions	Dues 2	\$ 0
Operational Expenses	Dues & Subscriptions	Subscription 1	\$ 0
Operational Expenses	Dues & Subscriptions	Subscription 2	\$ 0
Operational Expenses	Investigation & Prosecution	Investigation Expense	\$ 5,000
Operational Expenses	Investigation & Prosecution	Prosecutor Expense (Part Time)	\$ 27,500
Operational Expenses	Police Officer Equipment Expenses	Ammunition	\$ 3,000

Category	SubCategory	Description	Expense
Operational Expenses	Police Officer Equipment Expenses	Body Cameras	\$ 500
Operational Expenses	Police Officer Equipment Expenses	Handcuff	\$ 35
Operational Expenses	Police Officer Equipment Expenses	Mace	\$ 25
Operational Expenses	Police Officer Equipment Expenses	Other Weapons	\$ 0
Operational Expenses	Police Officer Equipment Expenses	Personal Protective Equipment	\$ 50
Operational Expenses	Police Officer Equipment Expenses	Side Arm	\$ 9,000
Operational Expenses	Uniform Expense	Uniform Purchase	\$ 5,000
Operational Expenses	Uniform Expense	Uniform Maintenance	\$ 0
Operational Expenses	Uniform Expense	Other Uniform Expenses	\$ 2,000
Operational Expenses	Vehicle Expense	Vehicle Fuel	\$ 12,500
Operational Expenses	Vehicle Expense	Vehicle Maintenance	\$ 5,250
Operational Expenses	Vehicle Expense	Insurance - Vehicle	<u>\$ 5,000</u>
SubTotal	Operational Expenses		\$ 110,360
Reserve Accounts	Police Officer Equipment Reserve	Body Camera Replacement	\$ 750
Reserve Accounts	Police Officer Equipment Reserve	Handcuff Replacement	\$ 175
Reserve Accounts	Police Officer Equipment Reserve	Mace Replacement	\$ 250
Reserve Accounts	Police Officer Equipment Reserve	Other Weapons Replacement	\$ 525
Reserve Accounts	Police Officer Equipment Reserve	Personal Protective Equipment Replacement	\$ 350
Reserve Accounts	Police Officer Equipment Reserve	Side Arm Replacement	\$ 500
Reserve Accounts	Vehicle Reserve	Cruiser Replacement	<u>\$ 65,000</u>
SubTotal	Reserve Accounts		\$ 67,550
Extraordinary Costs	Regional PD Setup Expenses	Legal Costs	\$ 10,000
Extraordinary Costs	Regional PD Setup Expenses	Moving Costs	\$ 5,000
Extraordinary Costs	Regional PD Setup Expenses	Training Costs	\$ 3,500
Extraordinary Costs	Regional PD Setup Expenses	Uniform Consolidation Costs	\$ 3,500

Category	SubCategory	Description	Expense
Extraordinary Costs	Regional PD Setup Expenses	Vehicle Consolidation Costs	\$ 10,000
SubTotal	Extraordinary Costs		\$ 32,000
Total Operating Budget			\$ 1,243,345

Table 9.1 - Proposed Operating Budget

Refer to next section for details regarding cost allocation.

## 10. Cost Allocation Models

After a budget has been developed the next question is how to allocate the total cost between the municipalities. Some of the more common factors which may be used in developing cost allocation as the following:

### Population

Population is often used as the sole factor for cost allocation. The primary responsibility of any police department is to protect and render efficient and effective service. Population is generally considered to be a reliable factor. It is important that the source for population figures used to determine cost allocation be reliable. For the purpose of this report, the committee relied on data reported in the 2020 Decennial Census.

### Land Area and Road Mileage

Population, when combined with land area and/or road mileage adds another dimension to the impact of people on police services and law enforcement. The distribution of population over an area (density factor) can affect the policing needs of that area. The miles of road that must be patrolled or traveled to serve the residents directly impacts upon the department.

### Property Value

Assessed valuation of real property can be used in conjunction with population as a formula for cost allocation. This combination links two law enforcement goals, that is to protect, "life and property". New Hampshire law provides that [describe 5 and 10 year tax valuation]. [Describe how /who does the assessments for Bath, Lisbon and Lyman]. This objective data is....

### Calls for Service

The percentage of calls for service can be used to assess the workload on the regional police department that it provides to each town. Using the "cost per call" metric means that towns that require more service from the regional police department pay a proportionally larger share of the total operating costs.

### Police Protective Unit (*consider deleting this option*)

Purchasing Police Protection Units (PPU) is another method for cost allocation. A PPU is defined as, "ten hours of police officer service per week". Towns control their cost of participation in the regional police department by purchasing the number of PPU's required to serve its residents and commits to purchasing these PPU's for each budget year. Considering that i) the police department must be fully funded each budget year and ii) the inefficiency of changing force structure on an annual basis, the cost of each PPU will change annual. It's reasonable to assume that there could be significant changes in PPU price each budget year. Since each town still needs to contribute a proportional share of the total cost to operate the regional police department, the committee feels that the PPU cost allocation method adds unnecessary complexity and will not be considered further in this report.

The cost allocation strategies can be used alone (such as population) or in combination (such as population and calls for service). Following are 4 examples of possible cost allocation methods. Each such strategy includes data to show how that strategy would impact each of the towns participating in this study.

Model A

Population 100%

Town	Population	Percentage	Cost Allocation	Cost Per Town <sup>1</sup>
Bath	1,077	32.8%	32.8%	\$ 407,884
Lisbon	1,621	49.4%	49.4%	\$ 613,909
Lyman	585	17.8%	17.8%	\$ 221,553
<b>Total</b>	<b>3,283</b>	<b>100.0%</b>	<b>100.0%</b>	<b>\$ 1,243,345</b>

Table 10.1 - Cost Allocation Model A

1. Cost allocation based on the cost structure derived in [Table X]

Model B

Population 60%  
Road Miles 40%

Town	Population	Population @60%	Road Miles	Road Miles @ 40%	Cost Allocation	Cost Per Town <sup>1</sup>
Bath	1,077	19.7%	80	15.7%	35.4%	\$ 439,861
Lisbon	1,621	29.6%	81.2	15.9%	45.6%	\$ 566,402
Lyman	585	10.7%	42.7	8.4%	19.1%	\$ 237,082
<b>Total</b>	<b>3283</b>	<b>60.0%</b>	<b>203.9</b>	<b>40.0%</b>	<b>100.0%</b>	<b>\$ 1,243,345</b>

Table 10.2 - Cost Allocation Model B



Model C

Population 40%  
 Calls for service 40%  
 Road mileage 20%

Town	Pop	Pop @40%	Calls for Service	Calls for Service @ 40%	Road Mileage	Road Mileage @ 20%	Cost Allocation	Cost Per Town <sup>1</sup>
<b>Bath</b>	1,077	13.1%	0.57	5.8%	80	7.8%	26.8%	\$ 333,097
<b>Lisbon</b>	1,621	19.8%	3.21	33.1%	81.2	8.0%	60.8%	\$ 755,802
<b>Lyman</b>	585	7.1%	0.11	1.1%	42.7	4.2%	12.4%	\$ 154,446
<b>Total</b>	3283	40.0%	3.88	40.0%	203.9	20.0%	100.0%	\$1,243,345

Table 10.3 - Cost Allocation Model C

Model D

Population 20%  
 Calls for service 50%  
 Road mileage 10%  
 Assessed property tax valuation 20%

Town	Pop	Pop @20%	Calls for Svc	Calls for Svc @ 50%	Road Miles	Road Miles @ 10%	Tax Value (\$ Mil)	Tax Value @ 20%	Cost Alloc	Cost Per Town <sup>1</sup> (\$ Mil)
<b>Bath</b>	1,077	6.6%	0.57	7.3%	80	3.9%	\$110	7.2%	25.0%	\$ 0.31
<b>Lison</b>	1,621	9.9%	3.21	41.3%	81.2	4.0%	\$119	7.8%	63.0%	\$ 0.78
<b>Lyman</b>	585	3.6%	0.11	1.4%	42.7	2.1%	\$77	5.0%	12.1%	\$ 0.15
<b>Total</b>	3283	20.0%	3.88	50.0%	203.9	10.0%	\$306	20.0%	100.0%	\$ 1.24

Table 10.4 - Cost Allocation Model D

## Cost Allocation Comparison

Municipality	Model A	Model B	Model C	Model D
Bath	\$ 407,884	\$ 439,861	\$ 333,097	\$ 310,340
Lisbon	\$ 613,909	\$ 566,402	\$ 755,802	\$ 783,140
Lyman	\$ 221,553	\$ 237,082	\$ 154,446	\$ 149,866
Total	\$ 1,243,345	\$ 1,243,345	\$ 1,243,345	\$ 1,243,345

Table 10.5 - Comparison of Cost Allocation Models

Using the total operating budget figure derived in table 9.1 and looking at the cost allocation comparison from table 10.5, the following table shows the minimum and maximum increase (decrease) in the police department budgets for each participating town.

Municipality	Current Budget	Minimum Increase (Decrease) in Cost to Town	Maximum Increase (Decrease) in Cost to Town
Bath	\$250,000	\$60,340	\$189,861
Lisbon	\$422,615	\$143,787	\$360,525
Lyman	\$0	\$149,866	\$237,082

Table 10.6 - Comparison - Current Police Department Costs Versus Cost to Participate in Regional Police Department

### Committee Cost Allocation Recommendation

After reviewing the four models described above, the Committee recommends that Model B (population @ 60% and road miles @ 40%) be used upon establishment of the Regional Police Department. After three years of operation, the cost allocation would change to Model C (population @40%, calls for service @ 40%, and road miles @ 20%). The three year period would allow the police chief to establish and collect objective data needed to allocate calls for service between the participating towns.

The 3 data points used for cost allocation would be revised using the following schedule:

Population - when published by the US Census Bureau (decennially),

Calls for Service - After the 4th year of operation of the Regional Police Department, calls for service shall be allocated to each participating town based on the actual calls for service recorded in the calendar year immediately preceding the current budget year.

Road Miles - After the 1st year of operation of the Regional Police Department, road miles shall be allocated to each participating town based on the number of miles of roads in each town on the last day of the calendar year immediately preceding the current budget year. For the

purpose of allocating cost for the Regional Police Department, "Road Miles" is defined as, Class 5 and above roads owned by each participating town, plus State roads and highways in each participating towns, plus private roads in each town that in the opinion of the chief of police will be patrolled by Regional Police Department police officers.

**Allocation of Cost to Each Participating Town**

Based on the Committee’s recommendation; upon establishing a Regional Police Department for Bath, Lisbon and Lyman, New Hampshire, each participating town would incur the following cost.

Municipality	Allocated Cost	Current Budget	Increase (Decrease) in Police Department Cost
Bath	\$ 439,861	\$ 250,000	\$ 189,861
Lisbon	\$ 566,402	\$ 422,615	\$ 143,787
Lyman	\$ 237,082	\$ 0	\$ 237,082
Total	\$ 1,243,345	\$ 672,615	

*Consider adding table (or data) to show the the reduction of costs for Bath and Lisbon that pulls out costs that "lumped together" costs, that is, costs that are currently paid for police department services that are recorded in other than the police department budget line item(s).*

*Consider adding a table showing the effect on the property tax rate for each participating town.*

## 11. Structure of a Bath, Lisbon and Lyman Regional Police Department

*How far does the committee want to proceed with this sections?*

*We could recommend further study . Assuming the participating towns agree to move forward, or*

*We could consider how to create the necessary structure now and include that work in the report.*

*Assuming the latter, here are possible concepts that need to be addressed.*

Govern: How to govern the regional police department. - the "Joint Board" - describe in greater detail here.

Location: Where will the regional police department be located? What needs to be done to make the space suitable for is new intended use?

Organization. Create organizational structure. Include authority and limits to authority.

Number of vehicles

Types of weapons

Work schedule. Create the proposed work schedule (at least the schedule that will be used when the regional police department is initially established).

How will the start up be funded?

When to establish the 1st year budget. How does the money flow between towns?

Accounting function?

Training for the newly created staff?

Plan to standardize vehicles and uniforms.

## **12. Legal Issues**

As described in Section 5, Authority to Form and Operate a Regional Police Department in New Hampshire, the municipalities of Greenville and Temple, New Hampshire have entered into an agreement that provides for what is essentially a regional police department. This agreement has been approved by Attorney General for the State of New Hampshire and the Agreement has been in effect for [xx] years.

Following is a copy of the Greenville / Temple Inter-municipal Agreement in its entirety.

**INTERMUNICIPAL AGREEMENT**  
**FOR PROVISION OF POLICE SERVICES PURSUANT TO RSA 53-A**

This Agreement made and entered into between the Town of Greenville (hereafter “**Greenville**”), a New Hampshire municipality, organized and existing by virtue of the laws of the State of New Hampshire, by its duly elected Board of Selectmen, having a place of business in Greenville, County of Hillsborough and State of New Hampshire, and the Town of Temple (hereinafter “**Temple**”), also a New Hampshire municipality, organized and existing by virtue of the laws of the State of New Hampshire, by its duly elected Board of Selectmen, having a place of business in Temple, County of Hillsborough and State of New Hampshire and the Chief of Police of the Temple-Greenville Police Department.

**Recitals**

WHEREAS, **RSA 105:13** authorizes two municipalities to enter into agreements with each other for the provision of and performing of police functions and services that either municipality is authorized to perform, exercise or render, and;

WHEREAS, **Temple** and **Greenville** are both communities which are authorized to provide and perform such services, and;

WHEREAS, The employment of police officers and the provision of police services to the citizens of a community is one of the municipal functions that the legislature of the State of New Hampshire contemplated as an appropriate subject for a cooperative inter-municipal agreement when it authorized municipalities to engage in such agreements pursuant to **RSA 53-A**, and;

WHEREAS, The towns of **Temple** and **Greenville** currently have an active, staffed and qualified joint police department, and;

WHEREAS, It is the desire of the Governing Boards of both **Greenville** and **Temple**, as well as the Chief of Police of the Temple-Greenville Police Department (who is the chief law enforcement officer of the towns of **Temple** and **Greenville**) to continue the agreement whereby the town of **Temple** and **Greenville** will provide for and perform police functions and services within the limits of both communities, pursuant to the conditions and limitations more particularly specified herein.

NOW THEREFORE, the parties, each in consideration of the mutual promises and obligations assumed by the other, agree as follows:

1. **Attorney General Approval Contingency** – Notwithstanding any provision herein, it is clearly understood and agreed that the within agreement shall have no binding effect and shall not be operative unless and until the same has received the written approval of the Attorney General, as required by the provisions of **RSA 53-A:3, (V)**.
2. **Town Meeting (Legislative Body) Approval Contingency** – The Selectmen of **Temple** and **Greenville**, and Chief of Police of the Temple-Greenville Police Department represent that they have presented a warrant article seeking approval of this Agreement to their legislative body at the annual town meeting in March of 2022.
3. **Duration** – The term of this Agreement, (subject to the mutual termination clause set forth in Paragraph 4 below), shall be three (3) years, commencing on April 1, 2022 and terminating on March 31, 2025. Such termination date may be extended for thirty (30) days if agreed to by the Joint Police Board.
4. **Mutual Right of Termination** – Either party to this Agreement, acting through their respective Board of Selectmen, may without cause and in its own discretion, cause this Agreement to be terminated at the end of the fiscal year, provided notice of such decision to terminate is sent by the terminating party to the other at least six (6) months prior to the end of the fiscal year. Upon such notice, the terms hereof shall continue to be in place during such notice period and the rights of the parties shall be established, on termination, in the manner provided below for termination and/or dissolution.
5. **Purpose** – The purpose of this Inter-Municipal Agreement is to provide for emergency and traditional police services to both of the party communities in a manner that will fully empower the police officers operating pursuant to this Agreement to perform and discharge their responsibilities in each community as completely and fully as if they were solely employed therein and to provide for the sharing of the cost and management of such services in a fashion that is efficient and beneficial to the citizens of both party communities.
6. **Organization, Representation and Administration**
  - A. **Cooperative Board** – There is created herein, a board (hereafter the “**Joint Police Board**”) consisting of four (4) members, selected in the manner specified below, which shall, subject to the limitations relative to personnel decisions specified below, be responsible for the orderly and routine management of the department. The board shall be presided over by a chairman, chosen by the **Joint Police Board** at the first regular meeting following the election of selectmen of the respective party towns. The Chairmanship shall rotate annually between the two towns.

B. **Membership of Cooperative Board** – The **Joint Police Board** shall consist of two (2) members from each of the Boards of Selectmen in the respective party towns, which shall be selected by each of the respective select boards. The selectmen of the party towns shall NOT be entitled to delegate or appoint any non-selectmen to serve in their stead on the **Joint Police Board**.

C. **Quorum** – A quorum of the **Joint Police Board** shall consist of three (3) members and the affirmative votes of at least three (3) members of the **Joint Police Board** acting at any properly called meeting of the **Joint Police Board** shall be required to approve any resolution or action by the **Joint Police Board**, except as specified below.

D. **Meetings** – The **Joint Police Board** shall ordinarily meet once per month at their discretion. Special Meetings of the **Joint Police Board** may be held at the call of the chairman on no less than 24 hours public notice. All meetings shall be subject to and comply with **RSA 91-A**, the so-called ‘right to know’ law.

E. **Personnel Matters, Appointment and Discipline of Officers and Chief**  
The parties hereto acknowledge that they have been advised that New Hampshire law, as currently written, does not appear to allow the selectmen to delegate their duties and responsibilities with regard to the appointment and supervision of a chief of police, police officers and the disciplining of the same to a third party or board, other than through the creation, by the municipality of a police commission. It is expressly acknowledged herein that the parties hereto do NOT intend that this Agreement create, establish or maintain a police commission, as that function is addressed in **RSA 105-C**. Thus, it is established hereby that the **Joint Police Board** established herein, whenever it renders a decision or takes an action that deals with the appointment, termination or disciplining of a chief of police or police officer (whether part-time or full-time), as well as the making of any decision regarding an employment policy or procedure that would normally be considered a ‘personnel’ or employment related decision, shall be required to approve such decision unanimously. The intent of this section is to insure, thereby, that any such decision shall also constitute, by inference, a consensus of a majority of each of the Board of Selectmen of the party towns. If the **Joint Police Board** is not unanimous in its decision on such matters, then the issue shall be considered by the full Board of Selectmen for each municipality. A majority of each Board shall be required to implement any such decision.

7. **Financing of the Cooperative Undertaking** – The parties agree that the following shall govern the financial operation of the entity created hereby.

A. **Borrowing and Debt** – it is expressly understood and agreed that the **Joint Police Board** has no power to borrow funds, issue bonds nor notes and may not make any decision that subjects either the entity created hereby or its member towns to any expenditure that would be considered long term debt (i.e. intended to incur obligation to pay beyond the end of the current budget year).



B. **Budget Year** – It is acknowledged that each of the towns that are party to this instrument operate on a calendar year budget cycle and, therefore, it is expressly understood and agreed that the within cooperative entity shall also be governed by a calendar year budget cycle.

C. **Budget Preparation** – The parties to this Agreement hereby acknowledge that each of their respective communities operates on a traditional town meeting protocol and that neither of them utilizes an ‘official’ budget committee (as contemplated in **RSA 32**), or operates under the co-called ‘official ballot law’ (known as **SB2**), and that if either party town should adopt either or both of those forms of government that the within section will have to be re-negotiated in order to conform the within process to any changes that either of those provisions would entail. The budget process for the within Agreement shall conform to the following:

- (i) The chief shall prepare an annual expense budget and make it available to the **Joint Police Board** no later than the Monday preceding the November Meeting of any given year. The **Joint Police Board** shall provide a preliminary budget to the towns by December 31<sup>st</sup>. A final budget shall be approved at a meeting on the second Monday in January of the **Joint Police Board**, at which time they shall forward the budget amount attributable to each of the member towns to the respective Boards of Selectmen for inclusion in their respective warrants. The parties agree that neither Board of Selectmen, in considering said share of said budget shall modify the amounts to be raised from the joint undertaking.
- (ii) A Capital Improvements Plan (CIP) shall be maintained by the **Joint Police Board** and shall include all anticipated expenditures of a capital nature. The plan should include at least ten (10) years going forward.
- (iii) It is expressly understood that the proportionate amounts referenced herein shall be inserted into the respective budgets being presented by the Boards of Selectmen of the member towns as part of their operating budgets. It is acknowledged by all the parties hereto that a New Hampshire annual town meeting is legally empowered, pursuant to RSA 32:10 (I)(e) to cast a vote prohibiting the expenditure of money for a certain item. In the event that the town meeting of either member town elects to ‘zero out’ or fail to appropriate their share of funds for the continued operation of this joint venture in this fashion, this Agreement shall terminate thirty (30) days after the adjournment of the meeting at which such vote is taken. Nothing herein shall absolve either party town of the responsibility for their fair share of expenses incurred up to the point of termination.

- (iv) To the extent required by law, all requirements for the preparation of budgets and compliance with applicable state regulations governing the same shall continue to be met.
- D. **Administration of Financial Matters** – The parties agree that the **Town of Greenville** will utilize its staff and facilities to conduct certain clerical, payroll and other administrative functions associated with the joint police function created hereby. No additional fee will be charged by **Greenville** for the provision of these services because fees collected under Paragraph 9 below shall compensate **Greenville** for these services.
- E. **Calculation of the Proportionate Operational Cost** – The budget cycle will follow the annual calendar year cycle and if the Agreement is terminated as a result of the budget vote at an annual town meeting, the party town so terminating shall remain responsible for any and all proportionate costs up to the actual termination date as set forth in §7-C (iii) above. Alternatively, if the Agreement is terminated as a result of the vote of a Board of Selectmen of either member town pursuant to §4 of this Agreement, then the termination date shall be the end of the fiscal year following the notice required in §4. The parties acknowledge that they have determined an appropriate formula for sharing the cost of the operation of this entity for the entire three (3) year term of this Agreement. Said formula is hereby established as *60% for the **Greenville** share and 40% for the **Temple** share.*

The parties agree that the proportion set forth above shall be reconsidered at the conclusion of each three year term of this Agreement. Nothing shall prevent the member towns from renegotiating this proportion during the term but barring such renegotiation, it is anticipated that the above formula will govern each member town's contribution and responsibility for financing the joint undertaking.

- F. **Mechanism for Payment** – Since **Greenville** is the member town that will administer the financial affairs of the entity, **Temple** will pay to **Greenville** its proportionate share for the services provided for hereunder in the following manner: Payment shall be made monthly in installments of 1/12 of the **Temple** proportionate share within 15 days of the receipt of a monthly bill from **Greenville**.
- G. **Disposition of Fund Balance** – **Greenville** shall maintain accurate separate records reflecting all income and expenses related to the joint police function set forth herein, which shall be subject to annual audit by the auditors for **Greenville** and open to be audited by **Temple** at **Temple's** request. In the event that the records reflect a fund balance (surplus) or deficit at the conclusion of the budget cycle, said fund balance or deficit shall be treated as a fund balance or deficit for the **Town of Greenville**.

However, the proportionate share of said balance or deficit that is represented by **Temple's** share of the same shall constitute a credit or debit toward the amount of **Temple's** payment obligation in the ensuing year.

8. **Authority of Officers** – Officers employed by the joint undertaking shall be hired by the Selectmen in both member towns and sworn to their duties by the Town Clerks of both towns. It is understood that any officer performing law enforcement functions and services pursuant to this Agreement shall have the same authority and exercise the same powers in both towns and their continued employment shall be deemed to constitute the authorization of the Selectmen of either town to provide police services and perform any and all acts normally incident to the function of a police officer.
  
9. **Ordinances and Fees**
  - A. Any ordinances prevailing in either town shall be enforced by the police retained hereunder. Fees and other charges collected as a consequence of any ordinance or process typically in place in either town, with the exception of detail fees, shall be paid to **Greenville**. **Greenville** may include such funds as part of their general fund balance or take such measures to create a special revenue fund, pursuant to **RSA 31:95-c** or any other applicable statute as **Greenville** deems appropriate. The decision by **Greenville** as to how to dispose of these funds shall not require any approval from **Temple**.
  
  - B. **Greenville** has established a Detail Fund which shall be credited with all fees related to detail work and pay all detail related expenses. Any balance in such Detail Fund shall be used for police related expenses at the discretion of the **Joint Police Board**.
  
10. **Liability and Worker's Compensation Coverage** – It is understood that **Greenville** will maintain liability coverage and **Greenville** will provide worker's compensation and liability coverage sufficient to insure that there are no gaps in coverage and that all required coverage is provided. Such costs shall be shared as a party of this Agreement. If, in the process of addressing risk management it is necessary to adjust this Agreement to accomplish that goal, the parties shall cooperate to do so. Similarly, **Greenville** shall see to it that they continue to provide indemnification of officers pursuant to **RSA 31:105** and shall be required to provide the mandatory indemnification identified in **RSA 31:106** in the same proportions established above.
  
11. **Equipment and Property** – The parties shall maintain a complete and comprehensive inventory of all equipment and premises that were contributed by either member town to the joint undertaking as of the date of the inception of the original agreement. A copy of said inventory shall be attached to this Agreement

when signed. Any equipment or property acquired after the inception of the Agreement with a value of more than \$500.00 shall be inventoried.

12. **Termination and Dissolution**

A. Upon the termination of this Agreement for any of the reasons set forth herein, the property and equipment of the joint undertaking that was pre-owned and contributed shall be returned to the member town contributing the same to the extent that is possible using the inventory created pursuant to the previous section. There will be no financial adjustments due either party for those items.

B. Any jointly acquired property listed in accordance with the previous section shall be disposed of in one of the following methods:

(i) The property sold at public auction and the net proceeds distributed to the member towns in accordance with their proportionate share at the time; or

(ii) The property may become the property of either town in return for the payment to the other town of an amount constituting the then proportionate share of the market value of the same. If in dispute, the property will be sold at public auction.

C. After payment of all expenses appropriately assigned to the detail fund, the remainder shall be distributed two the two towns in the same proportion as their current share of operational costs.

13. **Status of Police Personnel and Chief on Termination of Agreement** – The parties agree that in the event of termination of this Agreement, any police officer employed at the time of termination of this Agreement may elect to be employed by either town, as they deem appropriate. However, as to any such police officer, any choice is subject to the approval of the Board of Selectmen of the selected town and the language of this section shall not be interpreted to provide any guarantee by the town of continued employment or any guarantee by any such police officer that they will remain in the employ of either town.

However, as to the Chief of Police employed at the time of terminate, it is agreed that the Chief, likewise, may elect to be employed in either town subject to employment for a Chief being available in both towns. If employment is not available in both towns, the **Town of Temple** shall, in recognition of the statutory conditions of employment with Chiefs of Police enjoy pursuant to **RSA 105:2-a**, permit the Chief to be reinstated on any terms or conditions that were in place at the time of his previous sole employment by the **Town of Temple**.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Town of Temple Board of Selectmen**

---

---

---

**Town of Greenville Board of Selectmen**

---

---

---

4819-4647-9960, v. 1

# 13. Grant Assistance Programs

*ADD DRAFT LANGUAGE*

## **14. New Hampshire Law Enforcement Accreditation Program**

*ADD DRAFT LANGUAGE*

## **15. Conclusion and Recommendations (If appropriate)**

*ADD DRAFT LANGUAGE*



## **16. References**

Current Information for Bath

Current Information for Lisbon

Current Information for Lyman

Lycoming County Regional Police Study, Commonwealth of Pennsylvania, PA Department of Community & Economic Development, August 2020

US Census Bureau

2021 American Community Survey

Federal Bureau of Investigation

International Order of Police Chiefs

Regional Police Department Feasibility Study  
for Bath, Lisbon and Lyman, New Hampshire

Bath, NH  
Current Information

Brief history. The Town of Bath, incorporated in 1761, was named for a prominent English statesman, William Pulteney, first Earl of Bath, who served as Secretary of War and was known as one of the best orators in Parliament. The original town charter set aside land in equal shares for 68 families, with a church and a school. The 2005 census showed a population of 944 residents within Bath's 38.6 square miles of area. The highest points in Bath are a trio of knobs on Gardner Mountain, all found near the northernmost point in town and all measuring slightly greater than 1,980 feet above sea level. The Connecticut River forms the western boundary of the town; the Ammonoosuc and Wild Ammonoosuc Rivers flow through the town. Bath has the distinction of having three covered bridges, the oldest of which was built in 1829. A fourth covered bridge, built in 1846, was destroyed by flooding in 1927.

Dimensional size of the town<sup>1</sup>                      38.6 square miles

Miles of roads<sup>1</sup>

Tax valuation of the town<sup>2</sup> (*Net*)                      \$

Tax rate<sup>1</sup> (2022)                                              \$

Population<sup>3</sup>                                                      1,077

Total housing units<sup>3</sup>                                        560

Number of families<sup>3</sup>                                        309

Median income per household<sup>3</sup>                        \$60,813

Educational Attainment<sup>4</sup>

*Population 25 years and over*

    High School graduate or greater                    35.4%

    Bachelors degree or greater                        20.3%

Median age<sup>4</sup>                                                    49.8 years

Median home value<sup>4</sup>                                        \$180,200

Current police budget<sup>1</sup> (2022)                        \$

Number of police events<sup>5</sup>

    2022                                                            616

    2021                                                            514

    2020

*Data Sources:*

1. *Town of Bath*
2. *New Hampshire Department of Revenue Service, Report MS-1, 2022*
3. *2020 Decennial Census*
4. *2021 American Community Survey*
5. *Bath Police Department*

**Regional Police Department Feasibility Study**  
*for Bath, Lisbon and Lyman, New Hampshire*

**Lisbon, NH**  
 Current Information

Brief history. Lisbon, Governor Benning Wentworth granted a charter in 1763 under the name of Concord, opening the township which became Lisbon. No settlement was made under that charter, and the 1768 another was made under the name of Gunthwaite. At town meeting in 1824, it was voted to name the town Lisbon after Lisbon, Portugal. In 1880 it had a population of 1807.

Dimensional size of the town <sup>1</sup>	26.7 square miles
Miles of roads <sup>1</sup>	81.17
Tax valuation of the town <sup>2</sup> ( <i>Net</i> )	\$119,000
Tax rate <sup>1</sup> (2022)	\$32.43
Population <sup>3</sup>	1,621
Total housing units <sup>3</sup>	779
Number of families <sup>3</sup>	542
Median income per household <sup>3</sup>	\$58,092
Per Capita Income:	\$28,940
Educational Attainment <sup>4</sup> <i>Population 25 years and over</i>	
High School graduate or greater	89.8%
Bachelors degree or greater	24.8%
Median age <sup>4</sup>	45.4 years
Median home value <sup>4</sup>	\$147,300
Current police budget <sup>1</sup> (2022)	\$422,615 (without health insurance)
Number of police events <sup>5</sup>	
2023	~3,590 (estimated)
2022	4,250
2021* (half staffed)	3,500 (estimated)
2020	

*Data Sources:*

1. *Town of Lisbon Annual Report*
2. *North Country INFOSHARE CSI*
3. *NH Employment Security. gov (Community Profile)*
4. *Town of Lisbon DPW*
5. *New Hampshire Department of Revenue Service, Report MS-1, 2022*
6. *2020 Decennial Census*
7. *2021 American Community Survey*
8. *Bath Police Department*

Regional Police Department Feasibility Study  
for Bath, Lisbon and Lyman, New Hampshire

Lyman, NH  
Current Information

Brief history: Lyman, along with Grantham, Lisbon, and eleven Vermont towns, was granted as compensation to General Phineas Lyman, a commander in the French and Indian War. According to the county gazetteer, "It was granted to Daniel Lyman and sixty-three others, November 10, 1761, its name being derived from the fact that eleven of the grantees bore the name of Lyman. The grantees failed to comply with the requirements of their charter, and thus forfeited their grant, but an extension of time was granted them July 20, 1769." Lyman was incorporated in 1761. In 1880 it had a population of 665.

Dimensional size of the town <sup>1</sup>	28.7 square miles
Miles of roads <sup>1</sup>	42.7
Tax valuation of the town <sup>2</sup> ( <i>Net</i> )	\$76,600,804
Tax rate <sup>1</sup> (2022)	\$19.45
Population <sup>3</sup>	585
Total housing units <sup>3</sup>	358
Number of families <sup>3</sup>	231
Median income per household <sup>3</sup>	\$79,688
Educational Attainment <sup>4</sup> <i>Population 25 years and over</i>	
High School graduate or greater	95.3%
Bachelors degree or greater	43.8%
Median age <sup>4</sup>	50.2 years
Median home value <sup>4</sup>	\$157,300
Current police budget <sup>1</sup> (2022)	\$0
Number of police events <sup>5</sup>	
2022	87
2021	115
2020	120

*Data Sources:*

1. *Town of Lyman*
2. *New Hampshire Department of Revenue Service, Report MS-1, 2022*
3. *2020 Decennial Census*
4. *2021 American Community Survey*
5. *NH State Police*