

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

Meeting Agenda
Lyman Town Hall, Lyman, NH
September 21, 2023, 7:00 PM

- 1. Open the meeting.**
- 2. Review minutes from August 17, 2023.**
- 3. Discuss Creating a Shared Workspace Online.**
 - 3.1.To share documents and improve document control.
 - 3.2.Google Drive, other?
- 4. Review Progress on Milestones.**
 - 4.1.Current Situation Deadline 8/17/2023
 - 4.2.Structure Deadline 9/21/2023
 - 4.3.Staff Deadline 9/21/2023
 - 4.4.Legal Issues Deadline 9/21/2023
- 5. Sub-Committee S1 (Structure, Staff) Report.** Arthur Boutin
 - 5.1.Review and Discuss Structure - Appendix A
 - 5.2.Review and Discuss Cost Allocation - Appendix B and Appendix C
- 6. Sub-Committee S2 (Legal Issues) Report.** Scott Champaign
 - 6.1.Review and Discuss Primex Insurance Costs
 - 6.2.Introduce and Discuss Temple and Greenville, NH Agreement - Appendix D
- 7. Discuss Creation of Sub-Committee S3 (Cost / Cost Allocation).**
 - 7.1.Review and Discuss Budget Outline - Appendix E
- 8. Other new business.**
- 9. Public participation.**
 - 9.1.Public input is encourage and appreciated.
 - 9.2.Public input is limited to 5 minutes per speaker.
 - 9.3.The public is encouraged to submit written testimony to the committee.
- 10. Next Meeting.**

October 19, 2023; Lisbon Fire Department.
- 11. Adjournment.**

Appendix A

1. 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 xx 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 reply 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 the table 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 [xx] 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 24-hour police officer coverage, 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 correct 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 will be used to calculate the proposed operating budget in section 9 below.

Appendix C

Comparisons of Cost Allocation Models	With Health Insurance Stipend		Without Health Insurance Stipend	
	Initial Model	3 Year Model	Initial Model	3 Year Model
Bath	\$275,398	\$215,373	\$320,496	\$250,841
Lisbon	\$405,498	\$525,492	\$471,900	\$611,544
Lyman	\$170,157	\$110,188	\$198,021	\$128,232
Total	\$851,053	\$851,053	\$990,417	\$990,417
Note: Population Figures to Update at each Decennial Census				

**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 31st. 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 to 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

Appendix E

Regional Police Department Study Committee - Budget - Based on Police Chief Budget Estimate - Draft

Category		Sum:
▼ Administrative Expenses		\$ 12,160
Column B:		
▼ Office Expenses		\$ 12,160
Administrative Expenses	Office Expenses	\$ 0
Administrative Expenses	Office Expenses	\$ 2,500
Administrative Expenses	Office Expenses	\$ 0
Administrative Expenses	Office Expenses	\$ 3,000
Administrative Expenses	Office Expenses	\$ 1,000
Administrative Expenses	Office Expenses	\$ 0
Administrative Expenses	Office Expenses	\$ 5,500
Administrative Expenses	Office Expenses	\$ 150
▼ Personnel Expenses		\$ 789,183
Column B:		
▼ Salary		\$ 684,803
Personnel Expenses	Salary	\$ 74,880
Personnel Expenses	Salary	\$ 87,360
Personnel Expenses	Salary	\$ 68,640
Personnel Expenses	Salary	\$ 231,820
Personnel Expenses	Salary	\$ 59,036
Personnel Expenses	Salary	\$ 5,687
Personnel Expenses	Salary	\$ 7,000
Personnel Expenses	Salary	\$ 0
▼ Overtime		\$ 12,500
Personnel Expenses	Overtime	\$ 0
Personnel Expenses	Overtime	\$ 12,500
▼ Payroll Taxes		\$ 10,000
Personnel Expenses	Payroll Taxes	\$ 10,000 Calc=7.65% of salary (including overtime) - (\$41,847)
Personnel Expenses	Payroll Taxes	\$ 0 Calc=6% of 1st \$7k salary - (\$3,360)
Personnel Expenses	Payroll Taxes	\$ 0 Calc=1.7% (currently) of 1st \$14k salary - (\$1,804)
▼ Employee Benefits		\$ 128,130
Personnel Expenses	Employee Benefits	\$ 57,600

Appendix E

Category	Investigation & Prosecution	Prosecutor Expense (Part Time)	
Operational Expenses			\$ 27,500
▼ Police Officer Equipment Expenses			\$ 19,000
Operational Expenses	Police Officer Equipment Expenses	Ammunition	\$ 3,000
Operational Expenses	Police Officer Equipment Expenses	Body Cameras	\$ 0
Operational Expenses	Police Officer Equipment Expenses	Equipment	\$ 9,000
Operational Expenses	Police Officer Equipment Expenses	Handcuff	\$ 0
Operational Expenses	Police Officer Equipment Expenses	Mace	\$ 0
Operational Expenses	Police Officer Equipment Expenses	Other Weapons	\$ 0
Operational Expenses	Police Officer Equipment Expenses	Personal Protective Equipment	\$ 0
Operational Expenses	Police Officer Equipment Expenses	Side Arm	\$ 0
▼ Uniform Expense			\$ 5,000
Operational Expenses	Uniform Expense	Uniform Purchase	\$ 5,000
Operational Expenses	Uniform Expense	Uniform Maintenance	\$ 0
Operational Expenses	Uniform Expense	Other Uniform Expenses	\$ 0
▼ Vehicle Expense			\$ 17,750
Operational Expenses	Vehicle Expense	Vehicle Fuel	\$ 12,500
Operational Expenses	Vehicle Expense	Vehicle Maintenance	\$ 5,250
Operational Expenses	Vehicle Expense	Insurance - Vehicle	\$ 0
▼ Reserve Accounts			\$ 0
Column B:			Sum:
▼ Police Officer Equipment Reserve			\$ 0
Reserve Accounts	Police Officer Equipment Reserve	Body Camera Replacement	\$ 0
Reserve Accounts	Police Officer Equipment Reserve	Handcuff Replacement	\$ 0
Reserve Accounts	Police Officer Equipment Reserve	Mace Replacement	\$ 0
Reserve Accounts	Police Officer Equipment Reserve	Other Weapons Replacement	\$ 0
Reserve Accounts	Police Officer Equipment Reserve	Personal Protective Equipment Replacement	\$ 0
Reserve Accounts	Police Officer Equipment Reserve	Side Arm Replacement	\$ 0
▼ Vehicle Reserve			\$ 0
Reserve Accounts	Vehicle Reserve	Cruiser Replacement	\$ 0
▼ Extraordinary Costs			\$ 0
Column B:			Sum:
▼ Regional Police Department Setup Costs			\$ 0
Extraordinary Costs	Regional Police Department Setup Costs	Legal Costs	\$ 0

Appendix E

Category	Regional Police Department Setup Costs	Moving Costs
Extraordinary Costs	Regional Police Department Setup Costs	\$ 0
Extraordinary Costs	Regional Police Department Setup Costs	\$ 0
Extraordinary Costs	Regional Police Department Setup Costs	\$ 0
Extraordinary Costs	Regional Police Department Setup Costs	\$ 0
▼ (Grant)		\$ 861,053
Column B		Sum:
▼ (Grant)		\$ 861,053
	SubTotal - Administrative Expenses	\$ 12,150
	SubTotal - Personnel Expenses	\$ 759,153
	SubTotal - Operational Expenses	\$ 79,750
	SubTotal - Reserve Accounts	\$ 0
	SubTotal - Extraordinary Costs	\$ 0