

VILLAGE OF LYNDONVILLE

February 3, 2014

Trustees

Ron Aiken
Ray Durocher
Randy Amadon

Press

Amy Nixon

Public Official

Justin Smith
Ken Mason
Clay Bailey (6:10PM)

Public

Steve Gray

Ray Durocher called the meeting to order at 6:00 PM.

The Board appointed Ray Durocher to be Chairperson for the meeting.

1. Approval of Minutes:

There were not three Trustees present at the meeting, who were present at the January 20th, 2014 Trustees meeting in order to grant approval.

2. Approval And Signing of Orders:

The Board approved and signed the orders for weeks 5 & 6.

3. Bandstand Park Use Requests:

- a. The Chamber of Commerce requested the use of Bandstand Park for the Stars & Stripes Festival to be held on July 19th, 2014. Dan Hill stated there were no conflicts. Ray Durocher made the motion to approve the request, Randy Amadon seconded and the motion carried 3-0.
- b. Rural Edge requested the use of Bandstand Park for their overnight vigil on March 7th & 8th, 2014. Dan Hill stated there were no conflicts. Randy Amadon made the motion to approve the request, Ray Durocher seconded and the motion carried 3-0.
- c. Caledonia County Natural Resources Conservation District (NRCD) requested the use of Bandstand Park for their annual plant sale/swap on May 3rd, 2014. Dan Hill stated there were no conflicts. Ron Aiken made a motion to approve the request, Randy Amadon seconded and the motion carried 3-0.

4. Interlocal Police Agreement:

Dan Hill presented the Trustees with the annual policing contract with the Town. He stated that there were no changes to the agreement and that it consisted of the same 50/50 funding split as 2013. Randy Amadon made a motion to approve the interlocal police agreement between the Town & Village. Ray Durocher seconded and the motion carried 3-0.

5. General Fund Budget 2014:

Dan Hill presented the proposed General Fund Budget for 2014. He stated that the budget was cut as far as it could be cut in his mind. He stated that there were no major projects planned for 2014. The Village would be finishing Phase 6 Contract 2 of the water project which was being paid for with grant funds. Dan stated the two major expenses added to the budget were a \$10,000 increase to the Salt Budget and a \$40,000 budget to replace the existing Kubota tractor. Dan recommended taking \$25,000 from equipment savings and the remaining \$15,000 would come from the General Fund. Dan stated that he hoped with the trade-in of the existing tractor we would keep this budget below the \$40,000.

Dan noted that this proposed budget shows a \$0.01 decrease in the taxes needed; however this does not address the \$53,000 deficit from 2013.

Dan presented three options for dealing with the deficit; they were:

We could raise the tax rate by \$0.07 to cover the deficit; we could add an Article to the Warning at the annual meeting asking permission to move \$33,600 in Miscellaneous money from restricted funds into the General Fund and raise taxes by \$0.02; or we could ask to move the Miscellaneous funds to the General Fund and use \$13,000 of the tax stabilization funds, and not raise taxes at all. Dan stated that he was reluctant to suggest the third option and eat up all the reserves; he felt the second option was the best alternative.

The Board agreed option 2 was the best option. Ron Aiken made a motion to adopt the General Fund budget for 2014 and add an Article to the Warning for the annual meeting requesting permission to move \$33,600 in Miscellaneous money from restricted funds to the General Fund.

6. Water Budget:

Dan Hill once again stated that the Water Budget was a very tight budget. We are not asking for a rate increase from last year, but we are asking for the same amount in ratepayer revenue. Dan mentioned with the rate restructuring we should be on much more solid footing now as base rates are now 80% of the costs. Dan mentioned two projects to be completed in 2014. We are going to finish the upgrade to the water mains in Speedwell Estates and we would like to add a hydrant on Couture Flats. It was noted that we could do a majority of this work ourselves, without having to hire out for equipment.

Ray Durocher made a motion to adopt the proposed Water Budget for 2014. Randy Amadon seconded and the motion carried 3-0.

7. Other:

Dan offered the Trustees an opportunity to attend Local Government Day in Montpelier.

The meeting was turned over to Ken Mason at 6:15 PM.

Minutes taken by Justin Smith.

Interlocal Police Agreement
between the
Town of Lyndon and Village of Lyndonville

Whereas, the voters of the Town of Lyndon, Vermont (Town), at a properly warned Town Meeting on March 5, 2002 did authorize and provide funding for the formation of a Town Police Department for the purpose of providing general police coverage for the Village of Lyndonville, Vermont with an expanded area around the Village, and

Whereas, the voters of the Village of Lyndonville (Village) at a properly warned Annual Village Meeting on March 19, 2002 did provide funding and authorize to contract with the Town for police coverage, and

Whereas, Vermont statutes and the charters of the Village make provision for the formation of a police department; and

Whereas, orderly establishment and conduct of business for a Lyndon police department suggests that this Interlocal Agreement be entered into.

Now Therefore, the parties enter into this agreement pursuant to 24 V.S.A. section 1931 et seq. This agreement will continue the Lyndonville Police Department (Department) to provide general police coverage as referenced in 24 V.S.A. section 1938(b) for the Town of Lyndon and the Village of Lyndonville as follows:

Article I Management

- a) The Town shall establish a Police Department (Department) that will provide services to the Town and Village. Service will be provided to the entire Village and those parts of the Town as the Select Board designates. The Town coverage area will be established by the Select Board based on available police resources and public input.
- b) A Police Advisory Board (Advisors) shall be established. The Advisors will be comprised of one Village Trustee, three residents of the Village, one Town Selectman and two Town residents. Advisors will be appointed by their respective boards to serve two-year terms to expire in alternate years. The Advisors will have no specific authority. The Advisors role is to provide advice to the Town/Village Administrator (Administrator) and Selectboard in matters of hiring and community policing. The Advisors will establish their own organizational structure and mode of operation, subject to laws and regulation regarding public bodies.
- c) A Chief of Police (Chief) to head the Department shall be appointed by the Select Board after hearing the recommendations of the Advisors. The Chief will be supervised by the Town/Village Administrator pursuant to adopted town personnel policies. The Select Board shall have the authority to remove the Chief.
- d) The Chief of Police may organize and develop community service and policing programs subject to budgetary limitations and approval of the Select Board.
- e) Cooperation and mutually supportive activities with federal agencies, the Caledonia County Sheriff, the Vermont State Police, the Lyndon Fire

Department, and Lyndon Rescue, Inc. as well as other Town and Village departments and organizations are anticipated and encouraged.

- f) Dispatching services may be secured from existing regional Public Safety facilities subject to budgetary limitations.

Article II Funding

- a) The Town will establish a Police Department category in the general fund for the purpose of recording the Department costs and revenues.
- b) Grants-in-aid may be accepted to assist with the cost of the Department, with the consent of the Selectboard.
- c) Grants, contributions, contract revenues, state sharing of fines imposed by the Judicial Bureau, fees and other non-appropriated funds received by either party and related to police services are to be credited to the Police Department.
- d) The Town will pay all costs related to the establishing and operation of the Department.
- e) Department expenditures will be reviewed by the Chief of Police and approved for payment by the Administrator. Capital expenditures must be within the adopted budget.
- f) The Town will invoice the Village on a quarterly basis for the proportionate share of Department costs.
- g) The Village will pay invoiced amounts promptly, but not later than 30 days after receipt of invoices.
- h) On or before November 1st of each year, a budget for the next annual period will be prepared by the Administrator and the Chief. The two boards will jointly meet immediately thereafter to discuss the budget. The town Select Board will revise as necessary and confirm the final budget.
- i) Not later than December 31st, the Town will advise the Village Trustees of the adopted budget and advise of the projected share of the Village for the succeeding year.
- j) The Village will be invoiced for 50% of the total budget of the police department in 2014. Changes to that percentage may be negotiated annually.

Article III Insurance

- a) The Town will provide liability and casualty insurance coverage on all aspects of the Department in amounts commercially available and as deemed reasonable and prudent by the Administrator for the employees and operations contemplated herein, with both the Town and the Village as named insured's.
- b) Any coverage charges, coinsurance or deductible costs, and claims not covered by insurance shall be treated as operating expenses and shared between the Town and the Village as provided herein.

Article IV Employees

- a) Employees of the Department are to be considered employees of the Town, provided with personal insurance, retirement and other employee benefits regularly provided to employees of the Town as administered by the Town Treasurer.

- b) Department employees shall be hired, supervised, evaluated, and terminated by the Police Chief, subject to 24 V.S.A. section 1931(a) and any Police policy adopted by the Select Board.
- c) The Police Chief as required by 24 V.S.A. section 1931 (a) and all uniformed employees as required by 24 V.S.A. 1938(b) are to be qualified law enforcement officers, and shall provide acceptable certificate of such prior to employment and upon recurring training.
- d) Officers shall have all the police powers and authority allowed under Title 24, Vermont Statutes Annotated, Chapter 55, and their duty shall be to enforce the laws of the State, the Town and the Village within the boundaries of the Town of Lyndon and the Village of Lyndonville
- e) The number and classification of employees will be subject to the funds available.
- f) Training of employees shall be considered as normal Department activity.

Article V Facilities and Equipment

- a) The Town will provide adequate facilities and equipment to conduct Department activities.
- b) All equipment, vehicles, supplies and materials may be acquired by the Department only after the approval of the Administrator. All such equipment, vehicles and other items shall be subject to the care and control of the Chief of Police.

Article VI Term

- a) The initial term of this Agreement began on January 1, 2003 and expired on December 31, 2007. Hereafter, the two boards will meet on an annual basis to discuss the budget as referenced in Article II(h)(i). Failure to enter into agreement for a succeeding term shall be cause for dissolution as provided herein.
- b) Notwithstanding other provisions of this Agreement, failure of the voters in either municipality to approve a budget for the current year at their Annual Meetings shall be cause for dissolution of the department within six (6) months after the date of the latter Annual Meeting or properly warned subsequent meeting for the purpose of establishing a budget.

Article VII Dissolution

- a) This Agreement shall become null and void, and all necessary action taken to remove liability and public expectation of police service by the Department under the following circumstances:
 - 1. By affirmative vote by the majority of voters present and voting at Annual Meeting or Special Meeting in either municipality to withdraw from this Agreement, and
 - 2. As otherwise provided herein, and
 - 3. On the date established by the Town Select Board.
- b) The Town will commission an audit of the Police Account and provide the Village with the results thereof.

- c) In the event of dissolution the Town may elect to either continue the Department or abandon its police services.
- d) In event of abandonment the Administrator will terminate all employees, sell all assets and equipment, and otherwise take action to proper and orderly closure of the Department. Net revenues following closure will be distributed between the parties according to the cost sharing arrangement in place at the time of dissolution.
- e) In the event of continuance by the Town, the Administrator will establish a depreciated value for all real and personal property and equipment of the Department. The Town will pay over the proportionate of interest in such property as held by the Village according to the cost sharing arrangement in place at the time of dissolution.
- f) In the event of abandonment by the Town, the Village may establish a Department and in that event the provisions of the preceding paragraph e) shall apply except that the Village will pay the Town its proportionate interest.

The Town of Lyndon and the Village of Lyndonville upon execution by the governing Body of each, do enter into this Agreement effective January 1, 2014.

TOWN OF LYNDON
 BY ITS SELECT BOARD
 On February 10, 2014

VILLAGE OF LYNDONVILLE
 BY ITS BOARD OF TRUSTEES
 On February 3, 2014

 David Dill, Chair

 Oralie Lefaiivre, Chair

 Kermit Fisher

 Randy Amadon

 Martha Feltus

 Tim Gaskin

 Ron Aiken

 Raymond Durocher