

Options for Shared Police Services in the Villages of West Carthage and Carthage

Report for the Shared Police Services Study Committee

August, 2010

Prepared for:
Villages of West Carthage and Carthage

Prepared By:
Charles Zettek Jr.

Project Director

1 South Washington Street
Suite 400
Rochester, NY 14614
585.325.6360

90 State Street
Suite 1436
Albany, NY 12207
518.432.9428

www.cgr.org

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EXECUTIVE SUMMARY

Background

The Center for Governmental Research (CGR) was engaged by the Villages of West Carthage and Carthage, with funding from a New York State Local Government Efficiency Grant, to conduct a Shared Police Services Feasibility Study for the Villages of West Carthage and Carthage. CGR has worked with Shared Police Services Study Committee members, conducted interviews, and collected and analyzed previous reports and a substantial amount of information and data to develop this Report for the Committee.

The intent of this report is to provide the Village Boards and the greater community in the two villages with the background information needed to identify one or more options for providing shared police services between the two villages. A draft of this report was presented to a public meeting on June 16, 2010, which was attended by approximately 100 citizens. Copies of the report, as well as the Power Point presentation given at that meeting, were made available to the public on the village web sites as well as at the village halls. A summary of the comments at that meeting, as well as written comments submitted after the meeting, are included in Appendix D, along with a copy of the Power Point. This report reflects public comments that the Committee felt important to take into account.

This report is based on extensive information collected by CGR about police services in the two villages, as well as interviews with staff in the two village police departments, the County Sheriff's office and Committee members over the course of six months. This report provides substantial information so that the Committee and the greater community can

understand the basis for developing the options outlined in the report. Because this report was developed in the middle of village fiscal years, the financial figures included are based on fiscal 2009 numbers. Also, actual service data for the two departments is based on information available through November, 2009. While specific details might vary slightly based on more recent updates, CGR believes the information provided is adequate to understand the important differences between the options, and the service, cost and tax implications inherent in each option. Final cost and tax impact calculations can be updated using the fiscal calculation models presented in this report with actual current numbers when the two boards decide upon a course of action.

The report is divided into three sections.

Section 1 provides a background context. We present six key findings that describe the differences between the two police departments that affect costs, and also changes to the departments over the past five years that need to be taken into account when considering options for the future.

Section 2 provides factual information about how police services are currently provided in each community. We present three key findings about the services that are provided, who is providing the services, and existing service gaps that might be addressed through a shared services or consolidation approach.

Section 3 outlines five potential options for providing police services in the future. In addition, Section 3 identifies key questions that have been raised about taking a shared services or consolidation approach between the villages. The advantages and disadvantages of the various options are also presented.

Summary of Findings

The key findings of the report can be summarized as follows:

1. The police departments in the two villages provide different levels of service to each of their communities, as indicated by both quantitative and qualitative data. For example, four key indicators are:

- The two departments are based on different management models. Carthage is a full-time department employing 4 full-time uniformed staff and 4 part-time officers; West Carthage is a part-time department employing 7 part-time officers.
- Combined, the two departments spent \$501,764 on police expenditures in FY 08/09. However, Carthage spent \$422,063

(84.1% of the total), compared to total West Carthage expenditures of \$79,701 (15.9% of the total).

- In Carthage, police were actually on duty for 9,921 hours for the 12 month period of December 2008 through November 2009. In West Carthage police were on duty for 3,635 hours for the same time period. Thus, for the 13,556 hours in total, Carthage was 73.1% of the total, West Carthage was 26.9% of the total.
- Because of the demographic and infrastructure (e.g. housing stock, businesses, etc.) differences between the two villages, the demands on the two police departments are somewhat different. Carthage is a more active department, with more demands for calls for service, whereas West Carthage police can spend more time on community policing and patrol. Activity statistics vary somewhat between the departments, so it is not possible to make direct workload comparisons. However, depending on the activity indicator used, the Carthage police workload (as measured by 911 activity measures, department incident counts and traffic tickets issued) is approximately 33% to 50% higher than West Carthage on both an actual and adjusted per capita basis.

2. West Carthage has to date intentionally funded and managed its police department to provide part-time coverage to the village. There are 8,760 hours in a 365 day year. For the recent 12 months studied for this report, West Carthage paid for 3,635 hours of coverage.

On the other hand, Carthage has historically funded and managed its police department to provide around the clock coverage, 365 days a year. This has been accomplished primarily by using full-time officers, supplemented occasionally by part-time officers. However, CGR's analysis of actual on-duty staffing during the 12 months studied for this report indicates that because budget limitations have reduced the number of full-time officers in Carthage over the last few years, for approximately 7% of the time, on average, there were no officers on duty in either village during the past year. During these times, coverage for both West Carthage and Carthage was necessarily provided by the Sheriff's patrol or the State Police. Since the Sheriff and State Police patrol zones extend way past the borders of the villages, response time can be much longer than would be provided by village police.

3. The combined total number of hours that village officers are available and on-duty, as noted above, was 13,556 hours for 12 months. This is in theory significantly more ($13,556 - 8,760 = 4,796$ hours additional) than would be needed to ensure that at least one officer was on duty 24/7 if the two villages were operating as a shared police department. However, the officers in the two departments are scheduled and managed independently.

CGR prepared detailed police staffing charts for six months to illustrate the effects of operating as two separate departments. The charts show when officers were actually on duty in both Carthage and West Carthage. These charts clearly illustrate times where there is overlap of officers on duty in both villages, as well as gaps where there are no officers on duty in either village. In addition to gaps where there are literally no officers on duty in either village, CGR noted several examples during peak periods (Friday and Saturday nights) where there was only one officer on duty between the two villages. In order to more efficiently use the officers in both villages to provide more complete coverage and reduce coverage gaps, the villages could enter into an inter-municipal agreement (IMA) to:

- Permit officers from each villages to act as law enforcement officers in the other village, so they have authority to routinely cross the river for routine police work,
- Direct the commanding officers of both departments to, as much as possible, coordinate scheduling so that at least one officer is on duty in one or the other village, and two officers on duty during peak times,
- Develop an agreement to share the cost of officers who respond to calls for service in the other village. The framework for such a cost sharing agreement has already been worked out in the joint water and sewer agreement between the two villages. CGR has developed a sample cost sharing formula which is presented in Section 3.

4. Although the number of hours available over the last year theoretically would have been enough to provide 24/7 coverage by at least one officer shared between the villages, current staffing is still below the minimum desirable level. Data provided in Section 1 indicate the increasing population and traffic demands occurring in the villages which will increase work load on the police. However, more important from a public safety and village liability perspective, an argument can be made that the villages would be best served if jointly there are two officers on duty at all times. In 2005, the New York State Division of Criminal Justice Services prepared a report that outlined their recommendation for a full-service police department for Carthage. However, getting to that level of service will significantly increase costs to village taxpayers. To move to the DCJS model, CGR estimates that costs would have to increase by approximately \$520,000. Since the Committee believed that this would place a heavy new burden on village taxpayers, CGR developed several less costly options for the villages to consider, along with service, cost and tax impact projections. The cost and tax impact models are based on assuming that the villages would jointly share the cost of any new officers,

holding the current separate village operations costs harmless and agreeing instead to share new incremental costs.

5. The findings in this report suggest that managing resources between the two separate departments so that police protection is shared beyond what is currently the case could mutually benefit both communities. However, it is important to understand that there are a number of differences or barriers that will need to be negotiated between the village boards in order to move forward. These include:

- The fact that the per hour cost for Carthage police is significantly higher than for West Carthage, because Carthage costs reflect the staffing costs inherent in a full-time police department,
- The fact that over the last ten years, the two villages have intentionally managed their police departments as independent units. Except for standard police mutual aid responses based on established public safety protocol, the departments are only authorized to stay on their own side of the river. In particular, the concern about officers being paid by one village but spending more time across the river is a significant policy barrier that needs to be overcome in order to create a shared services arrangement between the departments.
- The fact that both villages are trying to keep property taxes as low as possible, which raises a concern about the ability and desire to increase costs to pay for any additional officers,
- The question about whether or not to continue to operate as two completely separate departments, or to keep two separate departments but with a shared unified command structure and some shared officers, or to create one unified police force serving both villages. All of these options are discussed in Section 3.

Conclusion

This report provides a framework for creating shared police services between the two villages that would improve services to both villages. Moving forward will require some give and take by both villages to move beyond their current operating models. However, as shown by other communities, it is clearly possible for Carthage and West Carthage to craft an IMA that could benefit both villages.

Initially, there is the potential to somewhat improve service coverage with little to no cost increase if the two villages authorized officers in both departments to serve in both villages and coordinated staffing schedules to better cover gaps. However, any significant improvement in coverage (i.e.

reduction in current coverage gaps) with village police is going to require in investment in additional officer time. This would increase current personnel costs but would also increase village police coverage and response time.

It is also important to emphasize that a core concept for sharing police services going forward is for the two villages to jointly share additional incremental costs incurred as a result of any shared services initiatives. At the public meeting, the concern was raised that, under the joint cost sharing model outlined in Section 3 of this report, there would be a large cost shift from the Carthage budget to the West Carthage budget. This is not what is intended. Rather, the thinking is that each village would continue to pay its current police department costs. Only new incremental costs would be shared.

For example, if the cost sharing formula presented in TABLE 11 in Section 3 were to be adopted by the Boards, then new incremental costs would be shared 69% by Carthage and 31% by West Carthage. Thus, if two new officer were hired at a total cost of \$100,000, sharing the cost in using this formula would mean that the Carthage budget would go up by an additional $.69 \times \$100,000 = \$69,000$ and the West Carthage budget would increase by \$31,000. By sharing the cost in this way, both villages would benefit by having an additional officer available to serve both villages without either village having to bear the full cost of the additional officer. Following this logic, changes to the tax rates of both villages for various options are given in TABLE 13.

In addition to the concept of sharing only incremental new costs, the other key concept is that the villages could create a joint police services board, based upon the joint water/sewer board model. This joint police services board would help ensure that police services are delivered in a fair and balanced way for both villages, and that, overall, the cost of shared services is allocated equitably between the taxpayers of the two villages.

Ultimately, the decision about how much police coverage to provide in both villages becomes a budget issue. The amount of police services in both villages will be driven by how much each village is willing to spend for officers, either full or part-time. This report provides the factual information to help the village boards understand the services they are currently paying for, and the costs and benefits of either increasing or decreasing the current level of police service.

Acknowledgements

CGR appreciates the considerable time spent by the Committee members in meeting with and assisting CGR with this study. We would also like to acknowledge specifically the time and information provided by Chief Reeve Rockhill of the Village of Carthage and Officer-in-Charge Dave Pustizzi of the Village of West Carthage, the clerks of Carthage and West Carthage and the staff at Jefferson County Office of Fire and Emergency Management for their assistance. Finally the study received invaluable project support from the New York State Tug Hill Commission staff, principally Kathleen M. Amyot (Municipal Management Consultant & RACOG Circuit Rider.)

Staff Team

Charles Zettek Jr., Vice President and Director of Government Management Services, directed and wrote this study. David Liebschutz, Director of Strategic Planning and Analysis, Katherine Bell, Information Systems Manager, Henrik Metzloff and Eric Morris, Research Assistants, also contributed to this report.

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SECTION 1 - POLICE SERVICES IN GENERAL – A CONTEXT FOR THE VILLAGES

Section 1 sets the framework for any discussion of shared services or consolidation. To quote the Request for Proposals (RFP) for this project, the consultant was engaged “to explore opportunities for improved efficiencies and effectiveness through a shared full-time police service.” The emphasis on efficiencies, as became clear through interviews, is based on the fact that both villages, but Carthage in particular, are under severe budget constraints and need to identify ways to keep their local property taxes as low as possible. Thus, CGR approached this project with the understanding that there has to be a balance between what would be a “desirable” solution and a “realistic, achievable” solution. In that context, it is important to recognize the difference between developing a theoretical police department model and a real world model.

With regard to a theoretical model, the community has already had two studies that looked at theoretical police department options. In 1999, the DMG-Maximus study that looked at Municipal Service Alternatives included development of a model joint police department that was prepared by the New York State Division of Criminal Justice Services (DCJS). In the 1999 analysis, the DCJS stated “We recommend a total of ten full-time officers to staff a consolidated department, or the equivalent of full-time and part-time officers.¹” In 2005, the DCJS completed a separate follow-up study for the Village of Carthage that indicated that the theoretical DCJS formula “indicates that 10 full-time Officers are needed for patrol”, and “that the number of Officers assigned to patrol not include the Chief of Police, Sergeant and Senior Police Officer, who perform in administrative capacities.²” It should also be noted that the 2005 DCJS study recommended adding another full time sergeant to the force, a full-time clerk and four part-time dispatchers.

¹ “Administrative Study of the Feasibility of Consolidating the Village of Carthage and the Village of West Carthage Police Departments,” NYS Division of Criminal Justice Services, June, 1999, pg. 31

² “Administrative Study - Staffing Analysis of the Village of Carthage Police Department, Carthage, New York”, NYS Division of Criminal Justice Services, October, 2005, pg. 18

Despite these theoretical models, the reality has been that severe fiscal constraints have resulted in the Village of Carthage cutting back its police force so that, at the current time, the force consists of four full-time staff (the Chief, the Senior Patrol Officer and two Patrol Officers), supplemented by overtime for the full-time officers and four part-time officers (with most of the part-time work being done by one of the officers). The Village of West Carthage currently funds seven part-time positions (one Officer-In-Charge and six part-time officers). Thus, between the two departments, there are four full-time and 11 part-time officers.

A question to discuss is: Why is there such a difference between the theoretical models proposed by past studies and what has actually occurred? The answer is obvious but important. The amount of police coverage any municipality provides, including villages, is not based on theory, but rather the practical reality of how much local government officials are willing to pay for, and this is a function of the local tax burden property owners are willing to bear.

Observation – Village police coverage is a choice, not a requirement. Coverage depends on how much taxpayers want to pay.

Villages are under no obligation to fund a village police department. Based upon information about village police departments provided by the DCJS³, 226 villages report some form of paid village police department (either full or part-time or some combination). Thus, 330 villages do not have a paid police department⁴. This is not merely a function of size – 35 villages greater than the combined population of Carthage and West Carthage do not have police departments; 49 villages with a population greater than Carthage do not have police departments, and 86 villages with a population greater than West Carthage do not have police departments⁵. A quick review of the list of comparably sized villages without police departments indicates that in some cases, town police forces provide direct coverage, however, in other cases, coverage is provided only by the county sheriff and state police.

³ Source: DCJS, Uniform Crime Reporting system (as of 12/09)

⁴ The total number of villages in the state was 556 in 2008 according to the New York State Commission on Local Government Efficiency and Competitiveness (LGEC).

⁵ Using 2008 village population comparisons as shown on the New York State Office of State Comptroller (OSC) Local Government Financial Data website.

Finding 1A – The two departments are structured differently, which results in significant cost differences.

From the outset, it is important to note the distinction between the Carthage Police Department, which is defined as a full-time police department under the command of a Chief of Police, and the West Carthage Police Department, which is under the command of a part-time Officer-in-Charge. Differences in the operational expectations of the two departments, and the way they are staffed, result in significant baseline cost differences. The differences are due to two facts:

1. Carthage utilizes a mix of full and part-time officers, whereas West Carthage relies exclusively on part-time officers. The current staffing for each department, by position, is shown in TABLE 1. Also, it is important to note that no civilian positions are budgeted in either department.

TITLE	Carthage Full Time	Carthage Part Time	West Carthage Part Time
Chief of Police	1		
Senior Patrolman	1		
Officer In Charge			1
Police Officer	2	4	6

Source: 2009 W-2 data

2. Carthage schedules its force to provide village police coverage around the clock, every day of the year, which is referred to as 24/7/365 coverage. West Carthage schedules its force to consistently have one officer patrolling the village for one or two eight hour shifts per day.

TABLE 2 below identifies the cost impact of these operational differences. The key comparison statistics are:

1. Carthage police were paid for 10,639 hours over a recent 12 month period⁶. West Carthage police were paid for 3,635 hours over essentially the same time period. The sum of hours paid is 14,274

⁶ Reported hours worked from personnel records for Carthage for December 2008 through November 2009 and West Carthage for January 2009 through December 2009

hours. Note that in this report, CGR will use the number of 13,556 hours as paid and actually available for duty. This is because the Carthage payroll records include hours paid but not actually worked, i.e. vacation, personal and sick time. This totaled 718 hours paid but not actually on duty. Since West Carthage officers only get paid when they are on duty, the correct figure to use when determining the current number of hours where officers were on duty is 13,556.

2. The fully loaded average personnel cost per hour for Carthage police (including wages and benefits) was \$30.07 in 2009. By comparison the fully loaded average personnel cost per hour for West Carthage police (including wages and benefits) was \$18.47 in 2009.

The difference in the cost per hour rates is caused primarily by the fact that the average for Carthage includes the cost of three full time officers plus the Chief, who are salaried employees with health care and other contractual benefits. The benefits multiplier for the Carthage full-time employees is 39%. West Carthage utilizes only part-time employees, to whom it pays only the minimally mandated benefits of payroll taxes and contributions to the state retirement system. As a result the benefits multiplier for West Carthage is 17%.

TABLE 2			
2009 ESTIMATED PERSONNEL COSTS			
	Carthage	West Carthage	Total Both Depts.
PERSONNEL COSTS			
Wages	\$ 229,785	\$ 57,353	\$ 287,138
Payroll Taxes	\$ 17,579	\$ 4,388	\$ 21,966
Health Insurance	\$ 44,704		\$ 44,704
NYS Retirement	\$ 27,886	\$ 5,389	\$ 33,275
TOTAL	\$ 319,954	\$ 67,130	\$ 387,083
HOURS PAID	10,639	3,635	14,274
AVG. COST/HR	\$ 30.07	\$ 18.47	\$ 27.12

Sources: Actual W-2 2009, 09 Health Actual, 09/10 Benefits Avg., village payroll records

Two other factors contribute to the cost per hour differential. First, the number of hours paid for Carthage includes pay for time-off as well as duty time for training etc., plus the effect of overtime and holiday pay that is included in the total W-2 payments for the year. West Carthage holiday rate differentials are also included in its figures. Second, there is a slight base pay-rate differential since the current per hour rate for a part-time

officer in the Carthage PD is \$15.42/hr, compared to \$15.11/hr in the West Carthage PD.

Finding 1B – Combined, the villages spent \$501,764 on police services in fiscal 2008-09.

While TABLE 2 shows the estimated costs just for personnel in 2009, TABLE 3 shows the actual costs for both departments in the last full fiscal year (2008-09). TABLE 3 shows that the total spent by West Carthage for police was approximately 19% of the total spent by Carthage. TABLE 2 can also be used to derive the relative proportion of each budget spent on personnel versus equipment and contractual costs. CGR noted that there are some differences in the way the two departments classify non-personnel costs and where they account for benefits. Neither budget accounts for operating space costs. However, TABLE 3 provides a reasonable comparison of the current cost of the two departments for reference purposes.

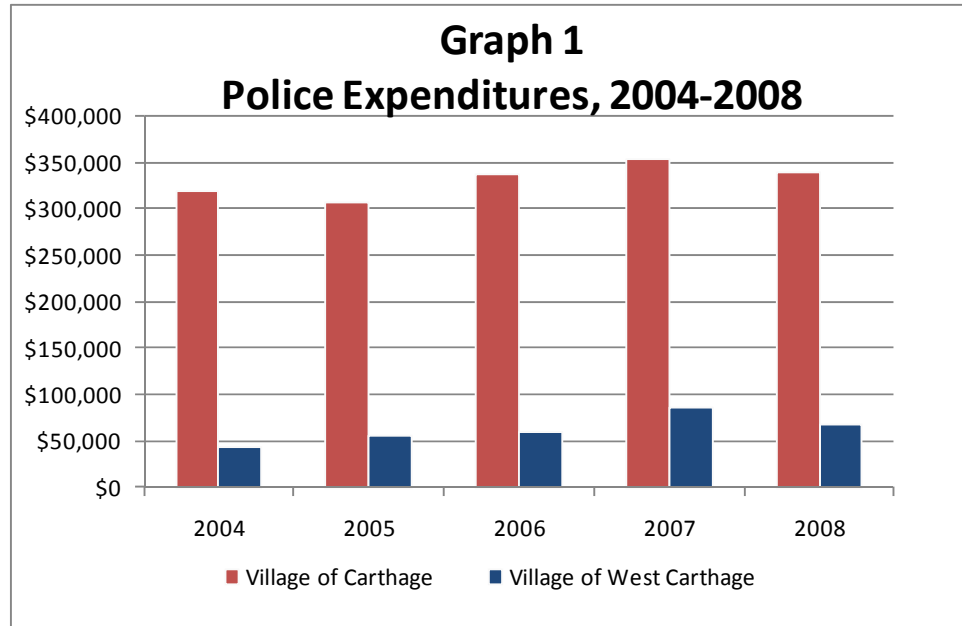
	Carthage	West Carthage	Total Both Depts.
Approved 08/09 Budget	\$ 343,675	\$ 77,888	\$ 421,563
Actual Expenditures 08/09			
Personnel	\$ 262,027	\$ 60,767	\$ 322,794
Equipment		\$ 8,936	\$ 8,936
Contractual	\$ 55,822	\$ 4,609	\$ 60,431
TOTAL DEPT.	\$ 317,849	\$ 74,312	\$ 392,161
Plus Benefits	\$ 104,214	\$ 5,389	\$ 109,603
TOTAL SPENT	\$ 422,063	\$ 79,701	\$ 501,764

Source - village budget data from clerks

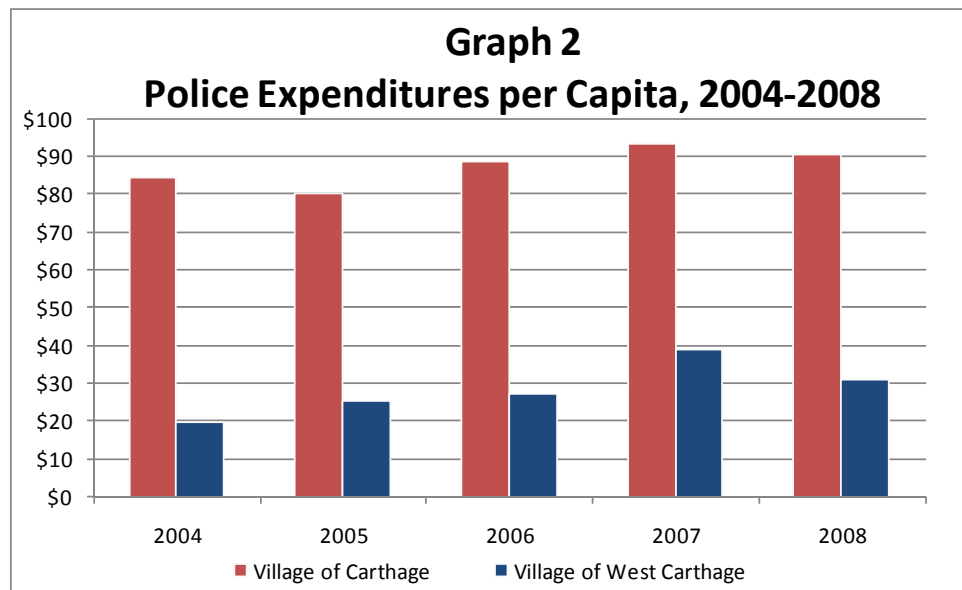
Finding 1C - Spending on Police in Carthage has been fairly flat over the past five years, while West Carthage spending has grown.

GRAPH 1 and GRAPH 2 below, which are based on information supplied by the villages to the New York State Office of State Comptroller (OSC), show that spending on police services grew fairly slowly in Carthage, and much faster in West Carthage between 2004 and 2008. It should be noted that the OSC data do not include benefits paid by Carthage and West

Carthage, which are not shown in the village police budgets. This explains the large difference between the 2009 total expenditures for Carthage shown in TABLE 3 and the amounts indicated in GRAPH 1 and GRAPH 2.



Source: New York State Office of the State Comptroller



Source: New York State Office of the State Comptroller

TABLE 4 summarizes the changes over the past five years, both in terms of absolute dollars spent in each department and standardized for cost per

capita, and changes in spending compared to the Consumer Price Index (CPI) for the same time period.

	Carthage	West Carthage	CPI*
RAW	6.7%	57.5%	14.4%
PER CAPITA	7.2%	55.6%	14.4%

*CPI is 5/04 to 5/08 Seasonally Adjusted U.S. Average for all Urban Consumers
Sources: N.Y.State Office of State Comptroller, U.S. Bureau of Labor Statistics*

One question asked at the public hearing was the impact of revenues in reducing the absolute costs of the police departments in each village. While villages can qualify for grants for special purchases and other funded activities, these are typically provided by the state on a case-by-case basis and should not be counted on as ongoing revenue streams. The only ongoing revenue stream that is typically associated with the police function is fines and fees imposed by the courts for traffic code, village code and other judgments. In 2008, the OSC reports for the two villages showed Fines and Fees as \$42,941 for Carthage and \$25,480 for West Carthage. However, it is not generally accepted practice to assign these revenues to the police function and assume that they reduce the cost of police, for two reasons. First, fees and fines are general fund revenues that can be applied in any way to offset general fund costs, including village court costs. Second, most traffic violation fees would remain in the village regardless of whether they were written by a village police officer or the sheriff or state police. To conclude, it is general practice to not consider fines and fees as a revenue in determining the true net cost of a village police department. Therefore, village police costs identified in this report do not assume any offsetting revenues.

Finding 1D – The size of the police force in Carthage has dropped over the past five years. The number of part-time officers in West Carthage has remained constant over the past five years.

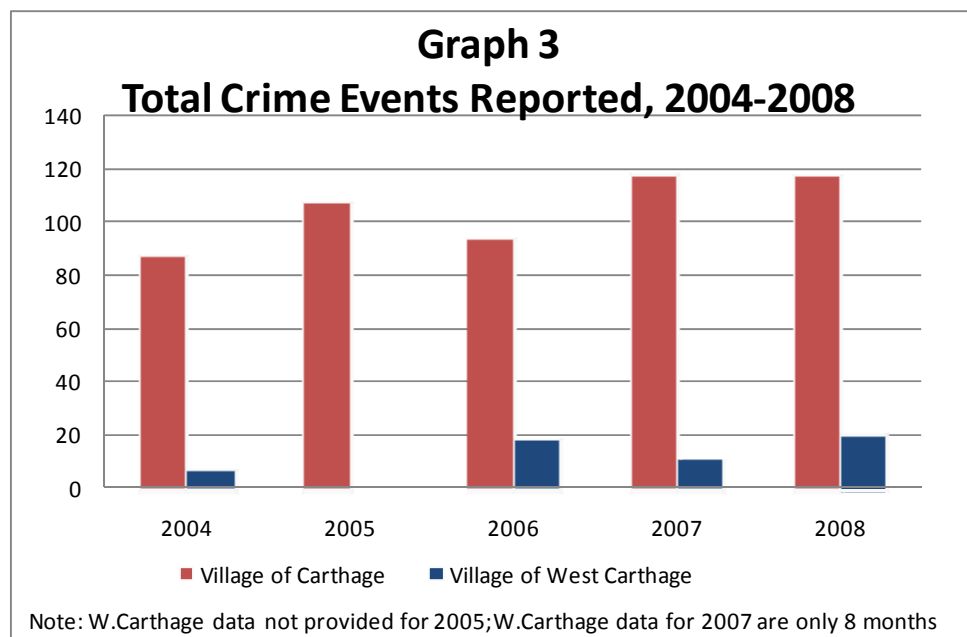
As shown in the graphs above, spending in both villages has remained fairly constant since 2004. However, given the substantial increases in health care costs as well as general inflation and cost-of-living expenses that primarily affect full-time departments like Carthage, the village of Carthage has controlled its police costs by reducing the number of staff in the department.

In 1999, according to the previously mentioned DCJS report, the Carthage police department was staffed by six full-time sworn officers (including the acting Chief) and five part-time officers, plus an administrative assistant. This compares to the current staffing of four full-time officers (including the Chief) and four part-time officers. According to the same report, West Carthage had seven part-time officers in 1999, or the same number as it has today. This is another example of the differences in how the two villages have chosen to staff their police departments.

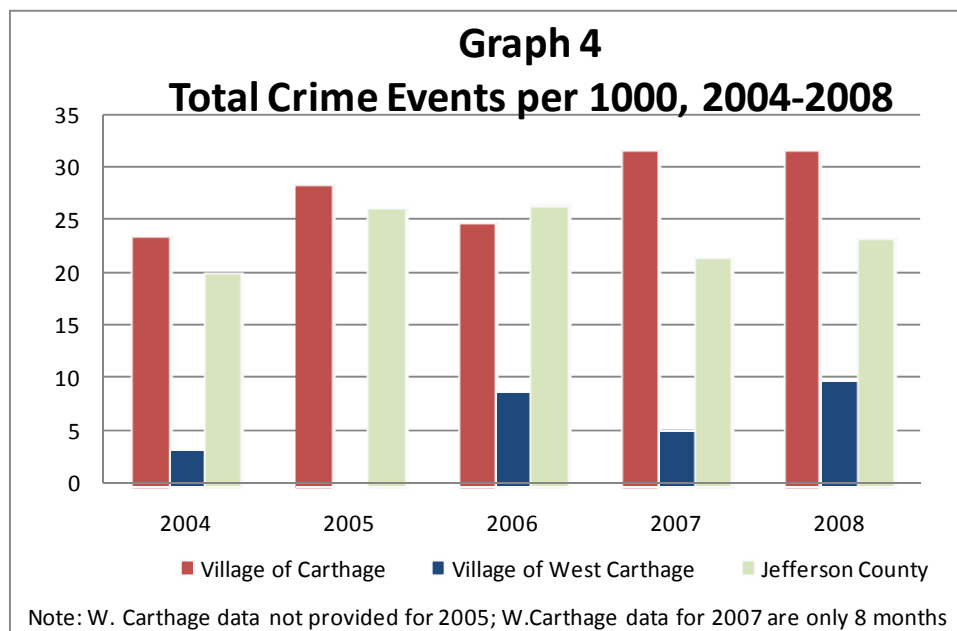
Finding 1E – DCJS crime statistics indicate an increase over the past five years, however, the crime rates are still low relative to the county.

GRAPH 3 shows the absolute change in number of reported crimes in both villages over the past five years, and GRAPH 4 shows crime rates per thousand population, which is the standard reporting method to equalize for different sized communities.

Despite the reductions in total number of local police officers within the village of Carthage noted in Finding 1D, local crime statistics in both Carthage and West Carthage are lower on a per capita basis than Jefferson County, as shown in GRAPH 4. However, the rate of increase in the villages over time may be one indicator that the village governments may wish to consider in evaluating the level of police services to provide in the future.



Source: New York State Division of Criminal Justice Services



Source: New York State Division of Criminal Justice Services

Finding 1F – Both villages are experiencing growth that increases demand for police services.

Planning for the types of police services needed in the future in both villages should take into account the fact that both communities are undergoing changes:

- Increases in vehicle traffic. This increases the need for vehicle and traffic enforcement and also related police work that is a function of more people coming into each village. A recent brochure published by the River Area Council of Governments shows how the two villages are marketing themselves as the central commercial core of their sub-region. The brochure provides daily traffic counts for four major intersections: Rt. 26 and Bridge Street in West Carthage, Rt. 26 and Rt. 3 in West Carthage, the Black River Bridge between the two villages, and Rt. 126 and Rt. 3 in Carthage. Traffic counts range from 6,900 vehicles/day at Rt. 26 and Rt. 3 to 10,900 vehicles/day on the bridge. Per the New York State Department of Transportation Regional Office, the traffic count on the bridge has increased from 10,900/day in 2006 to 11,850/day in 2008. A DOT representative said that although they don't have specific numbers, they estimate that vehicle traffic has increased as much as 20% over the last 5-10 year time span.

- Regional population increases. Actual populations in each village have remained stable over the last decade – Carthage had a population of 3,710 in 2000 and 3,770 in 2009, and West Carthage had a population of 2,096 in 2000 and a population of 2,191 in 2009⁷. However, the greater Carthage region has experienced substantial growth over the last decade. Jefferson County was the fastest growing county in the state from 2008 to 2009, gaining 1.33% overall. The bulk of this growth has come because of the Fort Drum expansions. This has not only increased vehicular traffic in the villages, but also changed some of the characteristics of the populations in the villages as apartments are filled with more transient military families.

The impact of these changes varies somewhat between the villages, because of the underlying characteristics of each village. West Carthage is seeing increased commercial development and the demands for additional development, whereas Carthage has been affected more by an increase in demand for housing units over the past five years. However, the combination of traffic, development and demographic changes is expected to drive the types of police services needed in both villages.

SECTION 2 – HOW POLICE SERVICES ARE CURRENTLY PROVIDED IN THE TWO VILLAGES

This section presents information and data about the services that are provided by the police departments in each village and who provides the services. This analysis identifies potential opportunities to increase the level of police services to either or both villages based upon current village operations.

As an introductory and general comment, it is important to point out that both police departments are currently operating without civilian administrative support. This requires officers in both departments to be responsible for completing and filing all reports and required paperwork. This is particularly onerous on a full-service police department like Carthage, where not only is the amount of reporting and paperwork greater

⁷ 2000 Census and 2008 Census estimates

on a per capita basis (relative to the differences in crime rates between the two villages), but also because of the requirements for managing full-time staff subject to civil service and collective bargaining requirements. In terms of unit cost efficiencies, clearly it is more cost effective to have civilian or part-time uniformed officers available to process reporting requirements, however, fiscal constraints in the past few years have precluded that option.

Police services are, for management purposes, categorized into two types of services, what are typically defined as: A) community policing and B) police events.

Community policing entails officers pro-actively circulating around the community (typically in a car, but also by other means such as walking, bicycling, etc.). This provides a sense of police presence within the community and allows for officers to understand the community and interact directly with citizens. This police presence acts as a deterrent to criminal or mischievous activity. Community policing is regarded as a key way to keep communities safe.

Police events are those activities where police specifically take some action. Police events can be in response to calls for service (e.g., a call to 911 for help), or officer initiated activities (e.g., a traffic stop), activities initiated to support the criminal justice system (e.g., serve a warrant for an arrest), or for village initiated activities (e.g., village ordinance violations, parking tickets, etc.).

Measuring Police Activity

It would be helpful to have a common set of police activity indicators to use to compare the type of police work carried out in each village. However, the two departments use different data systems, and also have somewhat different internal policies for recording officer activity. While both villages are required to report standard crime statistics to the state, the internal logging of officer activity varies. Focusing only on crime statistics vastly under-counts the actual work performed by police departments. Graphs 3 and 4 in Section 1 show the criminal activity indicators for each village.

To get a better understanding of the police activity in each village, CGR reviewed the event logs, incident reports, traffic ticket reports and other activity information tracked by each department. Some of this information was recorded electronically, while some of it was recorded by hand. Lack of uniformity between the village data limited CGR's ability to make direct cross village comparisons.

The most directly comparable data from the villages was issuance of traffic tickets. In 2009, Carthage issued 608 and West Carthage issued 350. Based on these figures, Carthage wrote 63.5% of the total.

There is one police activity measure that is reported uniformly across all municipalities in Jefferson County – police activity information recorded by the Jefferson County Office of Fire and Emergency Management for the 911 call center. The 911 center logs all police activity that passes through the 911 center on an ‘Events’ log, which is a searchable database that includes location, time of dispatch, type of activity and response agency. Logged 911 events can be of an immediate emergency nature (e.g., crime in progress, automobile accident), or can be self initiated by an officer (e.g., traffic stop, investigation of a suspicious incident), or can fall into a miscellaneous category, such as false alarms, issue of warrants, etc. Police activity can be initiated by direct phone calls, or automatic alarms, or in the case of officer initiated activities, by calls from the officers to 911 dispatchers. In the case of events initiated by calls for service or automatic alarms, dispatchers send an officer to respond (unless the officer is already there) based upon a pre-determined protocol. Typically, the car in the governing jurisdiction is sent to the site first (i.e., a West Carthage officer is sent to a call from a West Carthage address), but, depending on the situation and the availability of cars, the dispatcher can call in a sheriff or state trooper as well as an officer from the other village as back-up.

In short, the 911 activity log is a comprehensive database of police activity by all agencies within both villages. The added advantage is that because it is available as an electronic database, CGR was able to analyze the data for trends and statistics. However, as pointed out by the commanding officers of both the Carthage and West Carthage police departments, the 911 database has certain inherent limitations, including:

- 911 data do not include all other village police activities that do not go through 911. For example, citizen calls directly to the village police departments are not necessarily recorded on the 911 database unless the responding officer calls into 911. Many calls made directly to village police departments are resolved by officers without such resolution being reflected in the 911 system. Further, 911 does not record routine village officer activity such as issuance of parking tickets, property checks, village code violations, background checks, follow-ups, etc. For these reasons, 911 data under-count some true officer activity in a village.
- 911 data include all activities called in by sheriff deputies and state troopers, for activities that they carry out in each village, as assigned by the computer geographic information system (GIS).

However, many of these activities are a result of follow-up generated in another municipality. For example, a sheriff's deputy serving a warrant in the village of Carthage would be recorded as a police event in Carthage, even if the warrant was for some infraction, misdemeanor, etc. that occurred in another community. As another example, 911 data includes 911 abandoned calls in the totals, although these are not typically tracked in village incident reports. For this reason, 911 data over-count some true officer activity.

Despite these limitations, 911 data is the best comprehensive dataset available to describe the range of common police activities (except community policing) in both villages during a given time period. CGR's comparison of a few specific days during the year between village records and the 911 data indicate that the 911 data are reasonably close to comparable village activity indicators. For example, the 911 data for Carthage indicated a count of 1,906 incidents involving Carthage police. The count of police events recorded by the Carthage incident report for the same period was 1,618. Additional Carthage activity (property checks, code tickets, and community policing) would bring true Carthage activity to higher than the 1,906 number. But, as noted above, the Carthage data does not lend itself to statistical analysis.

CGR used 911 events data to measure police activity in each village over a year.

Therefore, CGR obtained county 911 data for all police events within the villages of Carthage and West Carthage for a 12-month period⁸ to develop an evaluation of all police activity in the two villages, which included sheriff and state police activities as well as services provided by both village departments. As noted previously, the 911 data include some events that would not normally be counted as police events by the villages. To create a more representative "apples-to apples" picture of all activity within each village, CGR grouped the data into five general categories for the activities comparisons shown in Tables 6 and 7.

CGR used daily roster logs to determine how many officers were on duty in each village to provide police services.

The other major data source CGR used to measure police services within the two villages was a database created by CGR from the daily roster logs maintained by the command officers in each department. These logs indicate which officer(s) were on duty during specific hours. From this database, CGR could map, on a day-to-day, hour-by-hour basis, how many officers were on duty in one or both villages, for the same 12-month period as the 911 data.

⁸ December 2008 through November 2009

Thus, using these two databases, CGR is able to show how much police activity there was within each village (within the limitations of the 911 data as noted above), what department provided officers for the activities, how much total police coverage was provided in each village, and where there were village police service gaps. Prior to preparing this report, CGR developed many comparison tables and charts from these two databases. This background information is too voluminous to include in this summary report. However, the tables were provided separately to the Committee for discussion purposes to assist the Committee in evaluating current operations and options for the future. What we have included in this section are key examples from the data that illustrate the findings described below.

Finding 2A – The amount of 911 police activity over the course of a year was low in both villages – on average less than nine actions per day in Carthage and less than four actions per day in West Carthage.

TABLE 5 shows the summary statistics for the amount of 911 activity in each of the villages over the 12-month period from December 2008 through November 2009. The 911 dispatcher assigns a unique number to what is referred to as an “event”, which is when a specific police car is assigned to respond to a call for service. In some cases (for example, a fight) the 911 dispatcher assigns multiple cars to an event. The 911 database makes it possible to determine when an event occurs that only has one car assigned and an event where multiple cars are assigned. In this report, CGR references the number of unique events as shown in the 911 database as “number of actions”, whereas the number of cars that show up to incidents is referred to as “number of cars responding”.

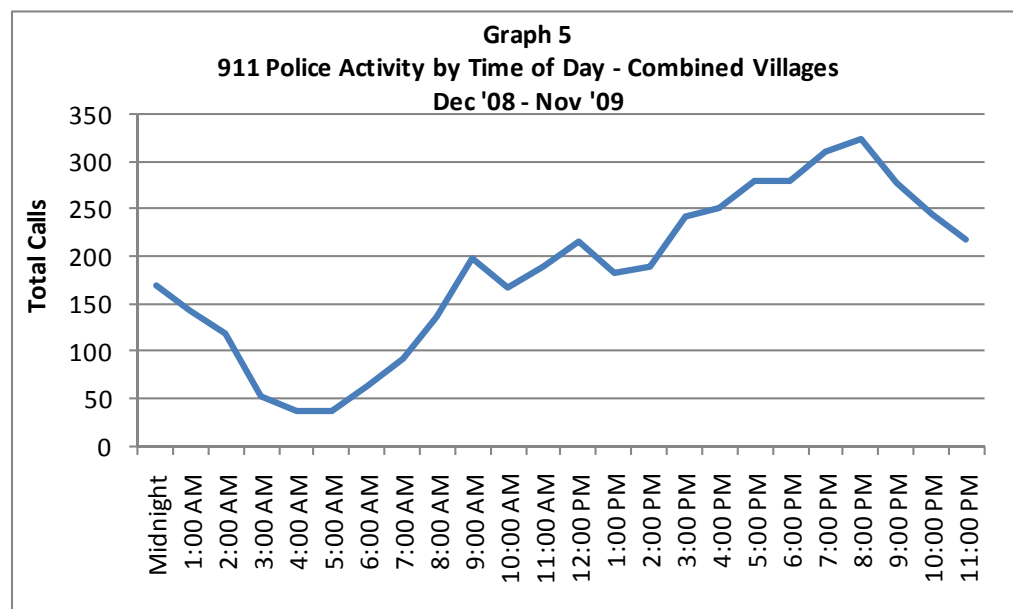
	# of Actions ¹	# of Cars Responding ²
In Village of Carthage	2,971	3,469
In Village of West Carthage	1,304	1,557
Total Combined	4,275	5,026

Source: 911 data

Notes:

1. # of Actions is unique events, one for each address and time
2. # of Cars Responding - each car assigned to a call is counted as an event. Therefore you can have multiple cars to one event.

The 911 data were analyzed to determine if there were significant patterns in calls for service based upon the time of day, the day of week or the month. Weekly and monthly activity exhibited some fluctuations (for example, Friday and Saturday activity was higher than average, as might be expected). The one activity pattern that indicated significant demand for service swings was time of day. GRAPH 5 was created by adding together events for both villages, so it is a composite of events. Individual village events followed roughly the same pattern of activity. GRAPH 5 shows the very large swing in demand for police response – from approximately 325 activities at 8 p.m. (or an average of one per day) to less than 50 activities at 4 a.m. (or an average of less than one call per week).



At least one-half of the time officers in the villages are on duty is spent on community policing work and other police activities not directly responding to calls for service.

The low absolute number of 911 police activities within either village, or the combined villages, indicates that the largest amount of time spent by officers on duty in both villages is spent on required paperwork, patrol and community policing activities and follow-up police work such as investigations for the small number of crimes committed in the villages as described in Finding 1E. The current 911 database does not, unfortunately, capture time on scene data in a way that allows analysis of the amount of time spent at each incident by the various officers.

However, using the DCJS estimate given in the 2005 Administrative Report⁹ for the amount of time, on average, spent on a call for service, i.e. one and one-half hours per incident, this implies that all police officers involved in these events (and subsequent follow-up) would be tied up a total of 6,000 – 7,000 hours over the course of a year. This number includes sheriff and state police officers, who are counted in the response numbers. The number of actual hours worked by Carthage and West Carthage police officers during the year was derived by CGR, on the basis of department logs, to be approximately 13,500 in total. Thus, by inference, at least one-half of the time that village officers are on duty is spent doing police work other than responding directly to calls for service. The amount of time available for community policing versus required follow-up for criminal activity varies between the villages due to the intensity of the activity in each village. Because Carthage has more crime events per capita than West Carthage (as shown in Graphs 3 and 4), the follow-up required necessarily reduces the amount of time available strictly for community policing, although this cannot be quantified due to data limitations.

Finding 2B – Approximately 20% of the 911 activities in each village were handled by the Sheriff or State Police.

As described above, CGR grouped the raw 911 data to present a fair comparison between police activities carried out by the Carthage and West Carthage police departments and activities carried out by the Sheriff and State Police to supplement the village departments. For example, during periods when there are gaps in village police coverage, the Sheriff and/or State Police respond to calls in the villages. Occasionally, if a village police officer is tied up responding to another event, the Sheriff or State Police will also respond. These activities are all recorded in the 911 data.

TABLE 6 shows the 911 activity in the village of Carthage for the 12 months shown. As the data indicate, out of the total of 2,971 events, only a Carthage police officer (vehicle) responded in 1,554 calls, or 52% of the time. Only the Sheriff provided service 233 times, or 8%, and only the State Police provided service 342 times, or 12%. Multiple departments responded to 14% of the activities, and other activities not falling into the standard categories noted above represented 14% of the activities.

⁹ Pages 12-13. DCJS assumes 30 minutes as a baseline and then multiplies that by three as a buffer. This is an average for all calls, recognizing that some calls require 6 or more hours for investigative follow-up, whereas some calls can be completed in 15 minutes or less.

Table 6		
911 Police Activity in Carthage - Dec '08 - Nov '09		
Police Department	# of Activities	% of Total
Only Carthage Police (CAPD)	1554	52%
Only Sheriff ¹	233	8%
Only State Police (NYSP) ¹	342	12%
Multiple Departments Responding ²	422	14%
Other ³	420	14%
Total Unique Activities	2971	100%

1. Sheriff and State Police activity adjusted to reflect activities equivalent to WCPD activities

2. Activities where more than one department responded

3. Other departments (West Carthage, Sheriff, State Police) doing police activity in Carthage not included above

TABLE 7 provides the same information for West Carthage that was provided in TABLE 6 for Carthage.

Table 7		
911 Police Activity in West Carthage - Dec '08 - Nov '09		
Police Department	# of Activities	% of Total
Only West Carthage Police (WCPD)	657	50%
Only Sheriff ¹	133	10%
Only State Police (NYSP) ¹	165	13%
Multiple Departments Responding ²	212	16%
Other ³	137	11%
Total Unique 911 Activities	1304	100%

1. Sheriff and State Police activity adjusted to reflect activities equivalent to WCPD activities

2. Activities where more than one department responded

3. Other departments (Carthage, Sheriff, State Police) doing police activity in West Carthage not included above

To provide more detail about the implications for police service and who is providing it within the villages, CGR analyzed a sample week, to see what patterns if any could be determined. CGR selected eight days from Sunday, October 18 through Sunday October 25, 2009 (we used eight days to account for the carry-over of shifts across Saturday evening, which is

one of the busiest days). This week happened to have a lot of police activity, and in addition, was a week where there was a gap in village police coverage (to be discussed later).

TABLE 8 provides the daily activity detail for the village of Carthage. As shown in the table, on Sunday, October 18, there were a total of eight 911 events, and a total of eight cars responded to those events – one for each call. Three events were handled by Carthage police, one was a follow-up by West Carthage police and four by the State Police. Moving to Monday October 19, there was one call for service, but three cars responded, one from the Carthage police, one from the West Carthage police and a Sheriff car.

Day	Date	CAPD	WCPD	Sheriff	NYSP	Total Cars	# Calls
Sunday	18-Oct-09	3	1	0	4	8	8
Monday	19-Oct-09	1	1	1	0	3	1
Tuesday	20-Oct-09	0	0	2	0	2	2
Wednesday	21-Oct-09	7	0	0	0	7	7
Thursday	22-Oct-09	6	0	1	0	7	7
Friday	23-Oct-09	7	2	0	1	10	8
Saturday	24-Oct-09	11	1	1	3	16	11
Sunday	25-Oct-09	6	1	5	0	12	11
	Total	41	6	10	8	65	55

Note - Number of Calls is the number of individual calls received by 911 for separate incidents. Multiple cars may go to an incident, which is why the Total Cars is greater than # of Calls.

GRAPH 6 illustrates the data in TABLE 8 in a slightly different way to represent when different departments responded to calls for service in Carthage.

GRAPH 6
Cars Involved in 911 Calls in Carthage – 10/18/09 – 10/25/09

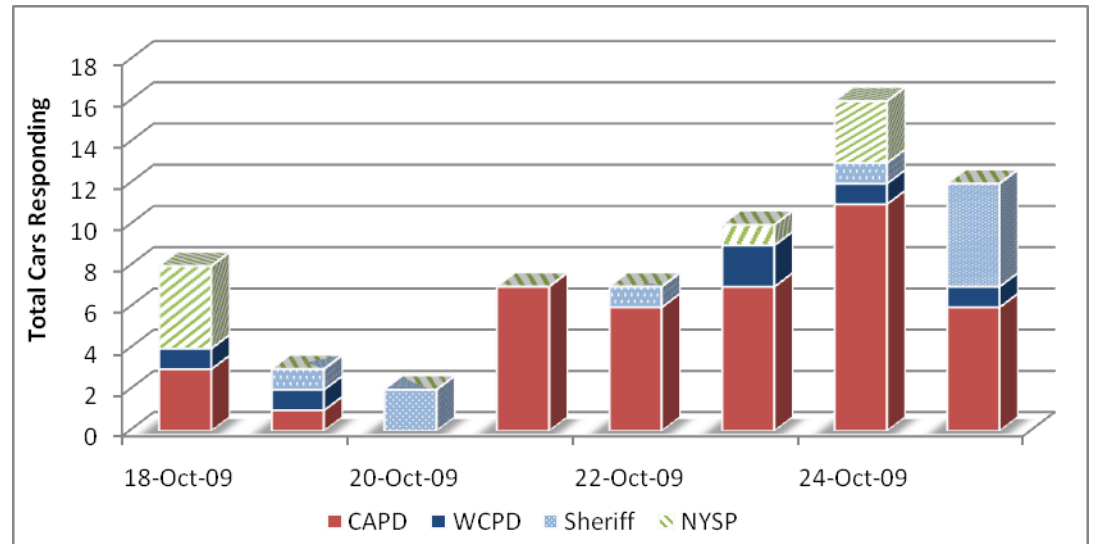
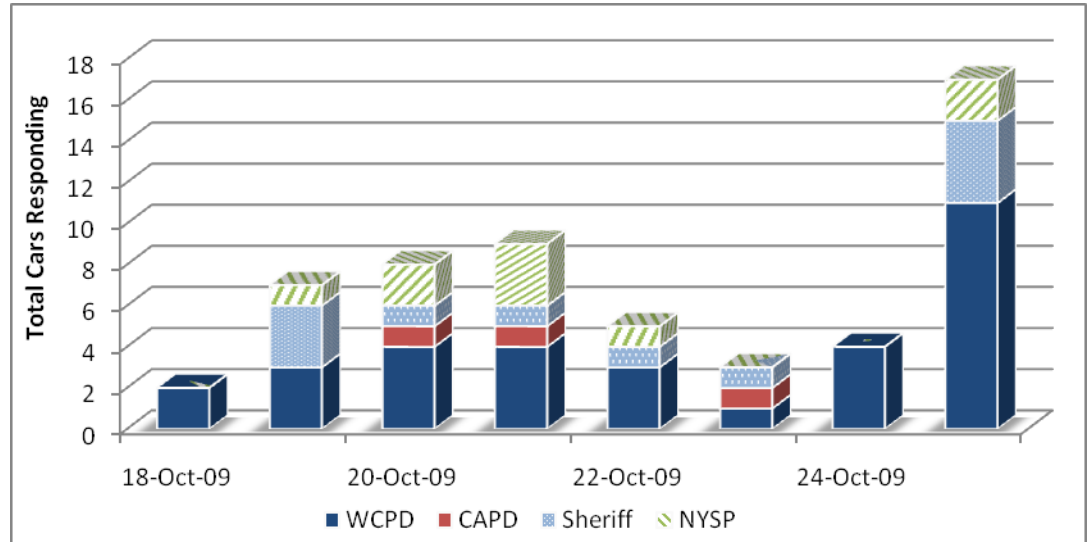


TABLE 9 and GRAPH 7 present the same information for West Carthage, for comparison purposes.

TABLE 9							
West Carthage Village Activity by Police Department, October 18 - 25 2009							
Day	October	WCPD	CAPD	Sheriff	NYSP	Total	# Calls
Sunday	18-Oct-09	2	0	0	0	2	2
Monday	19-Oct-09	3	0	3	1	7	6
Tuesday	20-Oct-09	4	1	1	2	8	6
Wednesday	21-Oct-09	4	1	1	3	9	6
Thursday	22-Oct-09	3	0	1	1	5	4
Friday	23-Oct-09	1	1	1	0	3	3
Saturday	24-Oct-09	4	0	0	0	4	4
Sunday	25-Oct-09	11	0	4	2	17	14
	Total	32	3	11	9	55	45

Note - Number of Calls is the number of individual calls received by 911 for separate incidents. Multiple cars may go to an incident, which is why the Total Cars is greater than # of Calls.

GRAPH 7
Cars Involved in 911 Events in West Carthage – 10/18/09 – 10/25/09



The findings identified in the preceding tables and graphs raise an obvious question, in particular for the village of Carthage, in which there appears to be the expectation, based upon past practice, that the village is receiving 24/7/365 police coverage. These findings show:

1. Neither village is sufficiently staffed to provide comprehensive police coverage,
2. The Sheriff and State Police are providing a substantial amount (20%+) of direct, first-in coverage to both villages,

Based upon these findings, CGR considered what the villages could do with their current resources to provide better coverage with village officers. This led us to analyze actual staffing patterns for each village. Using the duty rosters provided by each commanding officer, CGR plotted out the actual blocks of time officers in each village were on duty. This analysis led us to the following finding.

Finding 3C – There were periodic gaps in coverage where no village officers were on duty in either village, and a few other times when there was only one officer on duty during periods of peak demand.

The implication of this finding is that there is the potential for a more efficient allocation of police officers between the two communities if officers are managed as an integrated unit rather than having each village manage its police department as a separate and independent entity.

To step back for a minute, it is worth recalling the 1999 DCJS study that looked at the feasibility of consolidating the two village police departments. To directly quote that study “DCJS believes that both villages could be adequately patrolled twenty-four hours a day, seven days a week, by two patrols on each of the twelve hour shifts presently utilized by Carthage.¹⁰” Putting aside what mix of full and part-time officers could be utilized, the service objective of providing sufficient police coverage in both communities was set by DCJS as having two officers on duty around the clock. However, in order to provide that level of coverage, CGR projects that three changes will have to be made to the status quo.

- First, the villages would need to agree to coordinate scheduling of officers so that the schedules are complementary, and do not just meet the needs of the individual villages,
- Second, the villages would have to agree to have officers from the other village patrol across village boundaries, and be authorized to act as police officers within both villages,
- Third, the villages would have to provide some additional funding to hire more officers. In Section 3, CGR makes the argument that an reasonable number to target would be the equivalent of two additional full time officers.

To provide a concrete example of the inefficiency that currently exists, CGR prepared TABLE 10. This shows the number of officers actually on

¹⁰ “Administrative Study of the Feasibility of Consolidating the Village of Carthage and the Village of West Carthage Police Departments,” NYS Division of Criminal Justice Services, June, 1999, pg. 28.

duty, in each village, during the same eight-day time period in October that was used for the previous tables and graphs.

TABLE 10 illustrates several key points. First, on Sunday, October 18, from 5 a.m. until 3 p.m., there was no officer on duty in either village. As noted, a 911 event occurred in Carthage (at 5:59 a.m.) which was responded to by the State Police. An officer came on duty in West Carthage at 2 p.m., however there was still no officer on duty in Carthage. Two events occurred in Carthage, one at 3:08 p.m. and another at 3:46 p.m., both of which were responded to by the State Police. Later that day, two events occurred in West Carthage, at 6:27 p.m. and 8:25 p.m., both handled by the West Carthage officer, and an event at 8:50 p.m. in Carthage was handled by the Carthage officer.

The same detailed event-by-event analysis indicates which officers responded to specific events. This shows the coverage gaps in each village, where there is either only one officer on duty between the villages, or no one on duty in either village. These service gaps show why the individual village departments rely so heavily on Sheriff deputies and the State Police to respond to calls for service within both villages.

The gaps that are shown in TABLE 10 occurred in the early morning hours, between shifts, and on Sunday morning. CGR's detailed analysis of 6 months of data showed that the number of hours without at least one officer on duty in either village ranged from a low of 5.4% of hours in a month to 11.7% of the hours in a month. The average for the 6 months was 7.7% of the time where no officers were on duty in either village, or approximately 55 hours per month. 89% of the gaps occurred between midnight and 6 a.m., while the remaining 11% of the gaps occurred between 6 a.m. and noon. These times correspond with the periods of minimum service needs within the villages, as shown in GRAPH 5. This indicates that the command staff in the two departments are doing a good job scheduling available officers to be on duty during the periods of higher police activity while working within the constraints imposed by their staffing limitations.

In addition to absolute service gaps where there were no officers on duty in either village, CGR also noted times where there was only one officer on duty during periods of peak demand, which were defined as Friday and Saturday nights (this would correspond to the A shift of the Village of Carthage, which would be 6 p.m. to 6 a.m.). CGR's review of the same 6 sample months looked at Fridays and Saturdays only. For the 6 months sample, there were a total of 53 days. Out of the 53 Fridays or Saturdays, there were 4 Saturdays where there was only one officer on duty from 6 p.m. on and one Saturday with only one officer on duty from 10 p.m. on.

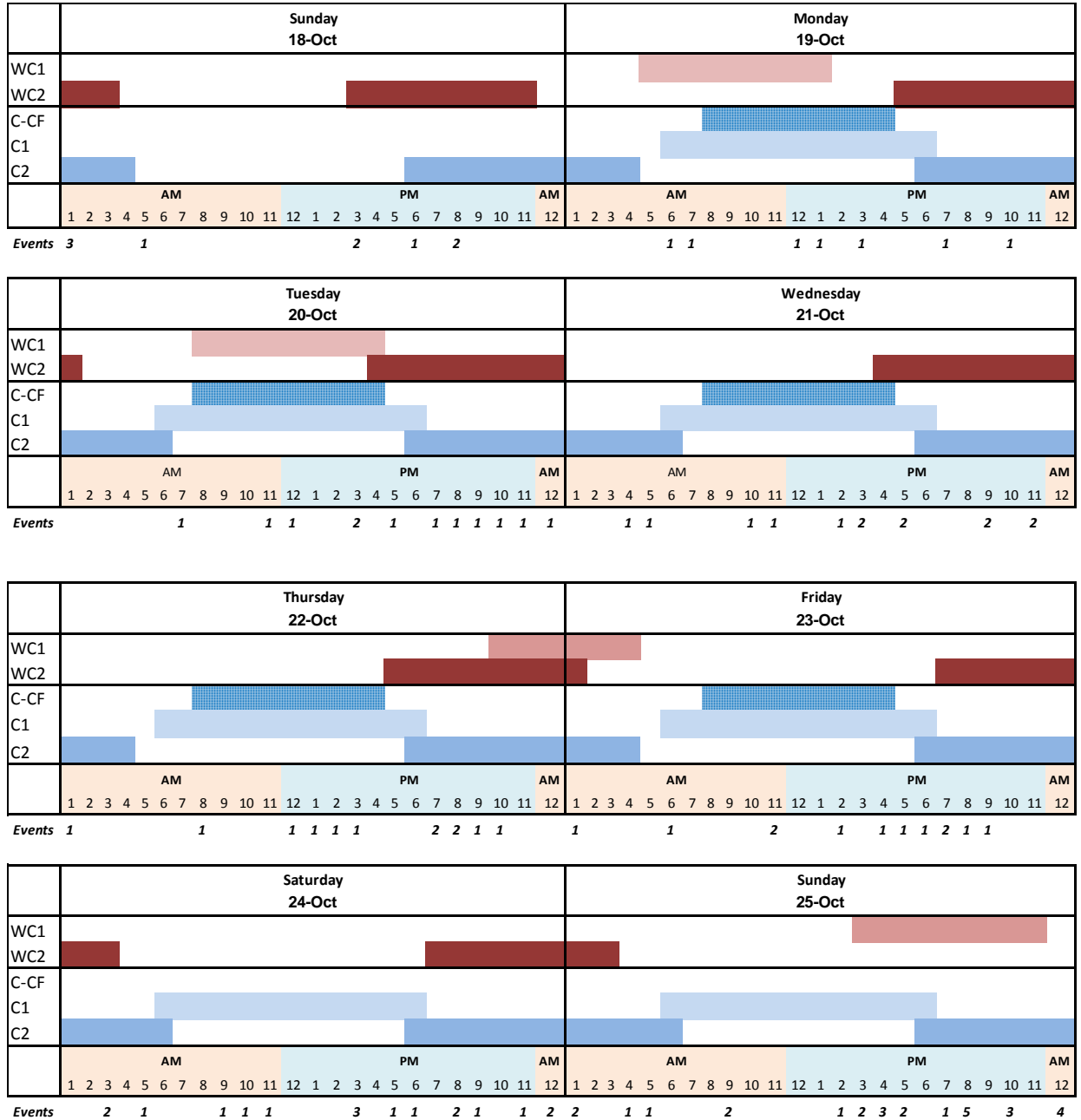
Thus, a total of 5 days, or 9% of the days, had only one officer on duty for all or a substantial part of the night.

TABLE 10 also indicates it would be possible to reduce coverage gaps by: a) shifting around the scheduling of officers and b) having each village agree to have officers from one village cover the other village. While DCJS, in both the 1999 and 2005 reports, indicated that command staff should be considered as additional staff over-and-above the minimum staffing requirements shown by the DCJS formulas, in practice, command staff can be working officers at least part of the time (recognizing that command staff do have paperwork and management responsibilities that prevent them from being on full-time patrol).

CGR completed detailed staffing charts for six months, to illustrate these opportunities to the Committee. Analysis of these charts shows that, for routine coverage, from the point of view of thinking about police coverage for both villages as an integrated unit, it is potentially inefficient to have three officers on duty at one time, especially during the middle of the day when call for service demand is reasonably low (see GRAPH 5). Certainly, more staffing would be called for during special events, peak demand periods (Friday and Saturday evenings), etc. But on a routine basis, as illustrated by TABLE 10, re-thinking deployment of police staff could improve delivery of service by village officers by shifting duty schedules around to provide more complete coverage with village police officers, rather than having to rely on the Sheriff and State Police to provide the extra response coverage needed.

At the public hearing, two points were made in reaction to the findings presented above. The first point was raised by the Carthage Chief of Police, who indicated that over the last six months, the number of times absolute coverage gaps occurred has increased from that of the previous year, for the same reasons as noted above. This is primarily simply a function of mathematics – the current size of the force and budget constraints put absolute limits on the number of hours officers are available for duty. The second point was raised by the West Carthage Officer-in-Charge, who stated that even though in theory adjusting shifts might provide a way to cover existing gaps, in practice, this is going to be difficult to achieve without disrupting current coverage patterns in the individual villages. CGR notes that the blocks of time that appear to be most amenable for shifting to meet coverage gaps are the middle of the week-day blocks. However, whether or not those could be shifted is a management and contract issue.

TABLE 10
Village Police On-Duty In Each Village – 10/18/09 – 10/25/09



Key

WC1	West Carthage Police Office on Duty
WC2	West Carthage Police Office on Duty
C-CF	Carthage Police Chief on Duty
C1	Carthage Police Officer on Duty
C2	Carthage Police Officer on Duty

Source: West Carthage PD and Carthage PD Duty Schedules

SECTION 3 – OPTIONS FOR THE VILLAGES TO CONSIDER

This final section is intended to provide a summary overview of a range of options the Committee believes the villages could pursue if they wish to change the ways police services are provided to the respective villages in the future. These options are intentionally not highly detailed, nor do they have a detailed financial analysis to describe the costs and benefits of each option because a number of variables won't be determined until the villages decide how they would like to proceed. However, CGR believes that enough information about each option is provided so that reasonable assumptions can be made about the likely outcomes and whether or not each option is achievable.

The options identified below are based upon CGR's assumption that the villages want to explore opportunities to utilize the police services starting from how they are currently funded and managed by each village. CGR heard in many of the interviews we conducted that the villages are interested in realistic and achievable options. Thus, for example, CGR did not list as an option creation of a significantly increased full-service police department as envisioned in the 2005 DCJS report because that is unrealistic given the budget constraints facing both communities.

During our interviews, CGR also discovered a number of barriers that need to be discussed and resolved in some way so that the villages will want to move forward with shared or consolidated police services. CGR's observations about the barriers and possible ways to work through them are also presented below, for inclusion by the Committee in its report to the villages.

Before proceeding with options that could improve the delivery of village police services, it is important to reiterate that if one or both of the villages face severe fiscal constraints, they could scale back or eliminate their police departments. No one CGR spoke to advocates this position, in fact, the entire point of this study was to find ways to enhance police services in the villages. However, as noted in Section 1, one or both villages could reduce police services, since villages are not required to provide police services. Cutting back on the current level of village police would put additional burden on the Jefferson County Sheriff and State Police. As noted in Section 2, the Sheriff and State Police already provide response coverage during certain periods when there are no village police officers on duty in either village. The Sheriff and State Police also provide back-

up coverage to the police departments in each village as shown in Section 2.

Reducing village police services below current levels would clearly affect services. The Sheriff and State Police cannot be expected to provide community policing services currently provided by village police. Further, Sheriff and State Police response time will be much higher, on average, since the Sheriff and State Police patrol zones cover multiple towns. Further, as noted in Section 1, increasing demands for police service as a result of the increased traffic and population growth demands placed on the two villages being the central hub of their sub-region argues against cutting village police services.

If either village chooses to reduce the cost of police services, this would reduce village property taxes. Up to a point, the Sheriff's operation would have to absorb the impact of the additional work shifted to his force. However, at some point, if the Sheriff has to hire additional deputies to meet the service needs within the area, county property taxes would increase, which would offset some of the village property tax savings. Further, it is not clear the extent to which village property values would be negatively affected if the perception of community safety changes as a result.

To summarize, this is not an option that CGR explored in any further detail, as the negative consequences can be extrapolated on the basis of the service levels currently being provided as detailed in Section 2.

Potential barriers and potential resolutions

As a result of interviews, Committee discussions and the public forum, CGR believes that there are several alternatives the Committee could consider submitting to the villages if there is the sufficient interest to change the status quo. The questions identified, along with possible ways to address them, follow.

Question 1. What could be done to ensure that any joint costs are shared equitably and fairly between the villages?

This question was asked in many different ways, but all had to do with a concern about shifting current costs from one village to the other, and whether future costs will be shared fairly.

Strictly from the point of view of cost, logic dictates that West Carthage taxpayers will be negatively affected by any change that shifts any Carthage police costs to West Carthage. That is simply because West Carthage's current police model is much less costly, on a cost per hour basis, as clearly demonstrated in TABLE 2. West Carthage's current

model costs \$18.47, on average, to purchase each additional hour of police coverage, compared with the Carthage cost of \$30.07.

Considerable literature and multiple professional opinions exist in the field about the merits and downsides of both full-time and part-time staffing models, which cannot be assessed as part of this study. In a nutshell, however, DCJS, along with most professionals, recommends building the base of a local police force around full-time career officers, if the community can afford to do so. The villages have to determine whether or not there are service-level improvements that might be worth the additional incremental costs by shifting at least partially to a full-time officer model.

Certainly, West Carthage has demonstrated that the level of police services currently funded by the Village Board can be effectively provided by the part-time model. From the cost perspective, then, the incremental decision for West Carthage is whether or not it is worth paying more than its current cost of \$18.47 to move to a shared services model that incorporates more costly full-time police officers.

One way to look at this question is to consider what the cost would be simply combining the two departments at their current cost. Using the figures on TABLE 2, if all the costs and hours were combined into one department, the average hourly cost would be \$27.12. So, the likely total cost to West Carthage of an additional hour of officer time would be in the range of \$27 to \$30 per hour under a hypothetical combined department scenario. So, for the extra incremental cost of \$7 to \$10 per hour above what it is currently paying, West Carthage would be getting the benefit of participating in a police force that is a blend of full and part-time officers. Whether this would be worth the cost would be a judgment call by village officials.

A second part of the question has to do with the concern that there will be a shift in costs from one village to the other. For example, as shown in TABLE 3, the total spent for both departments in FY 08/09 was approximately \$501,700. Based on the totals spent by each village, as shown in TABLE 3, 84% of the total combined cost was spent by Carthage, and 16% by West Carthage. Under a consolidated police force model, the concern is that any attempt to even out the costs will simply shift costs to West Carthage.

In both the shared service models and village consolidation model described below, a basic principle is to keep certain basic costs with the underlying municipalities, and to share new costs that clearly benefit both municipalities. Following this logic, it makes sense for the villages to consider an agreement where each village is held harmless from absorbing

current baseline costs, and instead share new incremental costs going forward. Thus, for purposes of this report, CGR assumed that the baseline costs for Carthage would be \$422,000, and for West Carthage, \$79,700 (the split shown in TABLE 3.) Only new incremental costs would be shared. For example, if the cost sharing formula presented in TABLE 11 in Section 3 were adopted by the Boards, then new incremental costs would be shared 69% by Carthage and 31% by West Carthage. Thus, if two new officers were hired at a total cost of \$100,000, sharing the cost in this way would mean that the Carthage budget would go up by an additional $.69 \times \$100,000 = \$69,000$ and the West Carthage budget would increase by \$31,000. By sharing the cost in this way, both villages would benefit by having an additional officer available to serve both villages without either village having to bear the full cost of the additional officer.

The cost sharing formula has also been discussed as an issue that needs to be resolved. Unlike the joint water and sewer agreement between the villages where costs can be easily determined based upon measured usage, police services do not lend themselves to be easily measured. For discussion purposes, CGR developed an initial model that incorporates six variables. This model is shown in TABLE 11. The model incorporates three variables that are indicators of demand for community policing activities (population, land area and housing units), two variables based on actual current police services delivered in each community (total spent on police and police hours paid for in the most recent budget), and one variable to indicate the relative economic strength of each village (taxable assessed valuation). Assuming that each variable was weighted equally, this model calculates that a fair weighting for allocating new incremental costs for police would be for Carthage to pay 69% of the additional costs and West Carthage to pay 31% of the costs. Again, the variables to be included and the weighting could be changed as decided by village leaders. CGR's model simply illustrates how a fair allocation model could be developed¹¹.

¹¹ For comparison purposes, CGR also developed a cost sharing model that incorporated just the first five variables shown in TABLE 11. Dropping the taxable assessed variable from the model changed the percentage allocation only slightly, from 69/31 to 71/29. This suggests that given a reasonable mix of variables, a fair cost allocation between the two villages is in the range of 70/30.

	Carthage	West Carthage	Total
POPULATION	3,667	2,112	5,779
LAND AREA (sq mi)	2.51	1.20	3.71
HOUSING UNITS	1,597	926	2,523
TOTAL SPENT ON POLICE - BASELINE YEAR	\$ 422,063	\$ 79,701	\$ 501,764
TOTAL POLICE HOURS PAID - BASELINE YEAR	10,639	3,635	14,274
TAXABLE ASSESSED VALUE (2010)	\$ 124,197,956	\$ 78,681,637	\$ 202,879,593
	Carthage	West Carthage	Total
POPULATION	63%	37%	100%
LAND AREA	68%	32%	100%
HOUSING UNITS	63%	37%	100%
TOTAL SPENT ON POLICE	84%	16%	100%
POLICE HOURS PAID	75%	25%	100%
TAXABLE ASSESSED VALUE	61%	39%	100%
TOTAL	4.14	1.86	6.00
ALLOCATION FOR NEW COSTS ABOVE BASELINE¹	69%	31%	100%

1. Assuming an even weighting for each of the six variables

Question 2. How would police management differences be handled?

There are multiple aspects of this question that need to be addressed by the villages, depending on the level of shared services and/or consolidation anticipated, and the time frame for proceeding.

As long as the villages maintain separate and distinct departments with their own operating rules and procedures, some agreement will need to be reached about which rules apply in any shared services situation. The simplest and easiest solution is under a shared services agreement, where employees of each department are guided by and responsible for following the rules and procedures of their own departments, except in an emergency situation where the officer is expected to use judgment appropriate to the situation. Where the department command staff can develop common rules and procedures, that should, of course, be encouraged.

If the departments were to fully consolidate under the option noted later, an executive committee would need to decide, along with the Chief, how to address integration of the rules and procedures of the two departments.

A current and future impediment to efficient shared services between the departments is the question of police authority. Currently, police officers in one village do not have police authority in another village except in a

limited number of well defined situations. However, villages can designate policing authority to police officers who are employees of another village through an inter-municipal (IMA) agreement or through an approved consolidated department. This authority is designated on a person-by-person basis, so can be very specific if desired by either village.

Another important consideration is the status of existing unions in a shared services or consolidation scenario. In both the shared services IMA scenarios and the consolidated department scenario, the villages would have the option of each retaining their own officers, and separate union contracts, or creating a single bargaining unit with shared employees, as negotiated with the bargaining unit(s) as appropriate. In effect, nothing changes unless all parties agree through good faith bargaining.

Question 3 – How would the villages jointly manage delivery of police services?

CGR believes the two villages are fortunate in that they have a working model of how to jointly manage delivery of water and sewer services with the joint water and sewer board. This model could be replicated for police services. A “police services board” could be jointly empowered by the two boards to recommend what current or future services could be shared between the villages, who would have authority over delivery of those services, how the cost of those services would be shared, how one or more employees would be allocated between the villages, etc. The joint board could be made up of just village trustees (for example, two from each village), or a combination of some trustees and a few civilians. Formation of the board and its responsibilities should be described in an IMA. If a shared police department were created through an IMA, the Chief would have administrative authority over the separate departments, however, the IMA could specify that the Chief report administratively to the board, to ensure that the Chief and other shared officers are meeting the intent of the IMA.

One interesting and tricky issue that may need to be addressed if the villages jointly decide to pay for additional police services is - which village would be the employer? Arguments could be made in favor of both villages, but the end result would be that, assuming the costs were shared jointly by some agreed formula, that the employee would have authority in both villages and would serve both under the guidelines developed by the police services board.

Question 4 – What sort of savings or costs can be projected?

The answer is – it depends on the desired level of service, which is a value judgment that has to be made by the boards as representatives of their constituents. As previously noted, the boards could choose from a range

of changes that go all the way from saving \$500,000 per year between the two villages by eliminating the two police departments, up to adding enough additional police officers, and a civilian administrative assistant, to create the police force recommended by the 2005 DCJS study, which CGR conservatively estimates would cost an additional \$520,000¹².

As discussed in more detail below, CGR believes that a reasonable objective, if the villages were interested in improving delivery of police services above the current level (which, among other things, would eliminate village police on-duty gaps) would be to add the equivalent of two full-time officers. CGR estimates this would result in an additional cost to the two villages of between \$66,700 and \$100,000, with the low end assuming all the time was provided by part-time officers, and the high end being two full-time officers at a fully loaded average annual cost of \$50,000 per position.

The potential cost and tax impact of adding more officer time to the current village budgets can be estimated using current population and taxable assessed values for each village¹³. For calculation purposes, CGR assumes the cost-sharing model suggested above for splitting incremental new costs between the villages (i.e. a 69%-31% split). The cost estimates and tax and per capita impacts are shown in TABLE 12 and TABLE 13 following the discussion of the options.

Options to consider to improve service delivery.

The villages have an extremely wide range of potential options that they could consider. CGR assumes, however, that the community wants to focus on a reasonable middle ground as the focus of discussion. With that in mind, the key points presented in this report are:

1. There are demonstrable gaps in both villages where village police service is either not being provided or is under-provided. There are creative ways to address these gaps by thinking beyond managing these departments as separate and discrete units.

¹² 10 officers plus 4 command staff = 14 full-time officers = 29,120 hours/year. In 2009 the villages paid for 14,274 hours, so they would have to purchase approximately 14,800 more hours. Using the current Carthage fully loaded cost of \$30/hr, this would equate to approximately an additional \$440,000 for officers, plus \$40,000 for the fully loaded cost of a civilian, plus an additional \$40,000 for vehicles, equip, etc. = \$520,000.

¹³ Using 2009 census estimates of 3,770 for Carthage and 2,191 for West Carthage, and 2010 taxable assessed values as reported by the Jefferson County Department of Real Property: Carthage = \$124,197,956; West Carthage = \$78,681,637

2. The service gaps are being filled by the Sheriff and the State Police, however, these departments do not provide the type of community policing and personal contact provided by village departments. Also, it is highly likely that, on average, the response time from the Sheriff and State Police is much longer than provided by village officers, although there are no available hard data to confirm this assumption.
3. By intentional coordinated management of the officers in the two departments, it may be possible to fill some of the service gaps and create staffing efficiencies. However, this will only go so far, as the budgets of the two departments limit the total number of hours of police service that can be purchased.
4. These points lead to the conclusion that if one or both of the villages wish to increase police services to their residents, then costs will increase because of the need to purchase more police hours.

A way to make a reasonable projection for the upper and lower boundaries for the potential cost for increased police services is to assume the 1999 DCJS model as a target. To review, DCJS indicated that 10 full-time officers, or an equivalent mix of full and part-time officers, would be sufficient to provide 24/7/365 coverage for both villages. The 1999 study was updated for just the Village of Carthage in 2005. Using the same logic that was given in the 1999 report, i.e., that a Carthage Police Department staffed at the DCJS recommended levels could also provide coverage to West Carthage, CGR assumes that the 2005 DCJS staffing model for Carthage is sufficient for both villages. The 2005 DCJS report recommended that a fully staffed department have ten officers, four command staff and one full-time administrative support staff. However, if the command staff were working officers, and officers were expected to be responsible for administrative paperwork (which is currently the case), it is reasonable to project that a staff of ten full-time equivalents plus a Chief would provide a good baseline staffing objective.

CGR recommends at least initially considering increasing police hours by adding two full-time officers to the current staffing available in the departments.

CGR notes that this model would be further refined in practice, because of the use of full and part-time staff, and because of the need to adjust staffing patterns to actual demands for service. Although the theoretical standard is to have two officers on duty 24/7, as a practical matter and as a way to keep costs down, one officer on duty during the low incident periods of the day (2 a.m. – 8 a.m.) would be sufficient, with back-up being provided by the Sheriff and/or State police, as is currently the case. During peak demand periods, command staff would schedule more officers on duty. Special patrols, such as traffic enforcement early in the mornings (something West Carthage regularly schedules) could be

provided by part-time officers. In summary, CGR believes that having 6 full-time staff (which includes working command staff) plus the Chief, supplemented by the amount of part-time staff currently employed in the villages would ensure that current coverage gaps would be closed and that there would be additional police presence available to meet the increased demands described in Section 1. This staffing level (seven full-time plus current part-time) was agreed by the Committee as being a minimum staffing level to provide around the clock coverage with at least one officer on duty at all times.

The two villages paid for 14,274 hours in the 12 month period from December 2008 through November 2009. However, this included vacation, personal and sick time included in the hours paid for Carthage full-time officers. Carthage police were actually on duty for 9,921 hours for that period. In West Carthage police were on duty for 3,635 hours for the same time period. Thus, the total on duty was actually 13,556 hours in total. To provide two officers on duty 24/7/365 in the future would require coverage for 17,520 hours. Based upon the period analyzed, this implies that the villages would need to purchase an additional 3,964 hours to actually provide two officers around the clock coverage.

As noted above, the model for full service police departments is to rely primarily on full-time officers. Thus, CGR's recommendation would be for the villages to hire full-time officers to provide the additional hours projected. Using the DCJS standard hours available for work¹⁴ of 1,853 hours per officer, hiring two full-time officers would provide an additional 3,706 hours available for police work in the two villages, which is close enough to the projected 3,964 hours calculated above. At a fully loaded cost of \$50,000 per officer, this would mean an additional cost to the villages of \$100,000.

The villages could also potentially increase hours by using part-time officers, although this is not the preferred option for reasons stated previously. If the 3,706 hours that would be provided by full-time officers were provided instead by part-time officers at the projected rate of \$18/hour, this would increase village costs by \$66,700.

Thus, to add officer time to meet the service objective of 17,520 hours would increase current costs to the village in the range of \$66,700 to \$100,000. This need not be absorbed in one or two years – certainly the villages could develop a plan to make incremental adjustments toward this

¹⁴ DCJS October 2005 Administrative Study, page 16

goal jointly sharing the incremental costs as suggested above, as village finances allow.

The above indicates a possible longer term strategic objective for improving police services in the villages. The remainder of this section reviews five potential structural models by which the villages could carry out a shared services model or consolidated delivery of police services.

The first two structural options are based on assuming that both villages will retain, manage and fund separate and independent police departments.

Option 1 – Maintain Status Quo. Quite simply, this is the make no change option. Both villages would continue to operate as fully independent police operations. If one village or the other chose to improve or decrease services and/or costs, it would do so independently. Service and tax impacts would be felt by each village independently.

Option 2 – Enhanced Status Quo/Shared Services. Under this scenario, both villages would continue to operate as fully independent police operations. The command officers would work cooperatively to schedule staff to attempt to minimize service gaps across the two villages. There may be an operational challenge since the Carthage PBA contract specifies the 12 hour shifts for full-time officers, which may create service gap time slots that may be hard to fill with part-time officers. However, the departments should be able to achieve some coverage improvements.

An important part of this option would be to create an IMA between the villages that clearly spells out the intent and objectives of working together through a shared services approach in order to improve delivery of police services to both communities, and what this would mean in terms of staffing and sharing costs. At a minimum, the IMA should address whether some or all command staff and possibly certain officers would have joint police authority. It would also be helpful, as noted previously, to create a joint police services board to provide oversight to shared police services and report directly to the boards.

A further important enhancement to the IMA would be to share incremental costs above current baseline costs, under the guidelines outlined earlier in the report. In this way, the two villages could begin to share the costs of hiring additional officer time, either full or part-time. This can be done incrementally, as the villages are able to absorb the additional costs in their budgets. In this way, both villages have the potential to benefit from enhanced response time from village police if staffing can be better coordinated, joint police authority is authorized and additional police hours are added through an IMA.

The next two options are based on the villages creating true shared or consolidated police departments.

Option 3 – Shared services under an Article 5-G Municipal Cooperation Agreement. This is a basic shared services model that calls for each village to retain its own police force, but under the command of a shared Chief of Police, and other shared command and administrative staff as agreed by the villages. An excellent example of this type of arrangement is the agreement between the Village of Cambridge and the Village of Greenwich, which has been in place since May, 2004. A copy of the Agreement is included in Appendix A.

To summarize, the Village of Greenwich agreed to engage the Village of Cambridge to provide a Chief of Police and a Sergeant to give unified command over the police forces of the two villages. The costs of the unified command, and other administrative costs as agreed, are shared by the two villages. The Chief and the Sergeant are authorized as police officers in both villages under the existing agreement, and the villages are currently discussing authorizing all officers to serve in both communities. Under this arrangement, each village retains its own police employees, however, the Chief can deploy officers as needed between the villages to provide the best coverage and response. An oversight committee ensures that the arrangement is fair for both Cambridge and Greenwich.

The primary advantage to Carthage and West Carthage of creating a shared services model like the Cambridge/Greenwich arrangement are that a unified command structure would organize and deploy officers to achieve a more efficient scheduling pattern that expands the hours of coverage. Over time, if the Cambridge/Greenwich example is a valid indicator, the two departments will evolve to become like a fully integrated single organization. Moving to this model would require both villages to agree to share a single Chief and other associated costs. However, as proposed in the cost sharing model above, CGR recommends that the only costs that would be shared would be incremental costs above current baseline costs already paid by each village. Thus, there would really be no shifting of current costs between the villages, only new costs would be shared by some agreed upon formula.

The two village boards could enter into a similar agreement like this through joint action by the boards under the authority granted by General Municipal Law.

Option 4 – Create a single consolidated police department under an Article 6 consolidation. Section 121-a of Article 6 of the General Municipal Law provides for the creation of a joint village police department. A copy of this law is included in Appendix B.

In this model, the two villages would, in fact, create a single police department that would serve both villages. The Chief and other command staff would be jointly governed by the two boards. Common costs for the joint department (e.g., the Chief, administrative costs, equipment, supplies, facilities) would be jointly shared by the villages based upon an agreed apportionment (for example, see earlier cost sharing discussion). However, individual officers would continue to remain employees of the separate villages, which permits the potential for differentiating between salaries and benefits as noted in the legislation. Under this option, the total costs of the new single department would be shared between the two villages under some proportional arrangement that would be determined by an IMA. Since the total cost of the single department would be shared by both villages, this option might shift a portion of the current costs of the two existing departments from Carthage to West Carthage, unless the IMA specifies some formula that “holds harmless” West Carthage from any cost shifts.

The Committee identified two likely staffing scenarios for a single consolidated police department for the villages. TABLE 12 shows the cost and staffing assumptions for the two scenarios.

Option 4A would be a single department with a total of seven full-time officers (1 Chief, 2 sergeants, 4 officers). In addition, part-time officers would continue to be budgeted to provide additional coverage, supplemented by overtime for the full-time officers. This would provide slightly more coverage than projected under Option 2 and Option 3, assuming that two additional full-time officers were hired as recommended under those options. Option 4A would provide for at least one officer on-duty around the clock to cover both villages, with more officers on duty during times of peak demand (e.g. weekends and evenings) and for other directed patrol. Back-up for when a single officer was on duty would have to come from Sheriff or State Police officers. Other department costs would also increase (more mileage, and additional vehicle, increased workers comp insurance, etc.). CGR estimates a total annual department cost of \$620,000 to fully fund Option 4A.

Option 4B would be Option 4A, plus an additional 4 full-time officers. Option 4B will provide enough police officers to provide a minimum of two officers on-duty around the clock, every day of the year. Option 4B is three staff short of the fully staffed department recommended by the 2005 DCJS study. However, the Committee believes that Option 4B is a cost effective way to provide full two officer coverage to the two villages without having to pay the full additional cost of the DCJS recommendation. For Option 4B, part-time and overtime costs could be reduced from Option 4A, but other department costs would increase,

again, for additional vehicle costs, fuel, etc. inherent in a larger force. CGR estimates a total annual department cost of \$810,000 to fully fund Option 4B.

TABLE 12		
Total Cost Estimates for a Single Consolidated Department - Option 4		
OPTION 4A - Single Department with 7 Full-Time Uniformed Officers Plus Part-Time		
<i>Provides Minimum Full 24/7/365 Coverage with at least One Officer on Duty</i>		
	<i>Projected Annual Cost - Includes Benefits</i>	<i>Explanation</i>
1 Chief	\$90,000	\$5K Higher than current - responsible for two departments
2 Sergeants	\$130,000	Base \$15K higher than patrol officer
4 Officers	\$220,000	\$5K above current Carthage base to reduce turnover of officers
Part-Time Allocation	\$60,000	\$15K less than current combined because of 2 new F.T. officers
Overtime Budget	\$30,000	\$12K less than current because of 2 new F.T.
<i>Subtotal Personnel Costs</i>	<i>\$530,000</i>	
Other Operational Costs ¹	\$90,000	\$20K above current combined - another car, more mileage, etc.
TOTAL DEPARTMENT ESTIMATE	\$620,000	
OPTION 4B - Single Department with 11 Full-Time Uniformed Officers Plus Part-Time		
<i>Provides Minimum 24/7/365 Coverage with Two Officers on Duty</i>		
	<i>Projected Annual Cost - Includes Benefits</i>	<i>Explanation</i>
1 Chief	\$90,000	Higher than current - responsible for two departments
2 Sergeants	\$130,000	Base \$15K higher than patrol officer
8 Officers	\$440,000	\$5K above current Carthage base to reduce turnover of officers
Part-Time Allocation	\$20,000	\$55K less than current combined because of 6 new F.T. officers
Overtime Budget	\$20,000	\$22K less than current - will still need some O.T to provide 2 X 24/7
<i>Subtotal Personnel Costs</i>	<i>\$700,000</i>	
Other Operational Costs ¹	\$110,000	\$40K above current combined - two more cars, more mileage, etc.
TOTAL DEPARTMENT ESTIMATE	\$810,000	

1. Other includes vehicles, supplies, gasoline, start-up costs, workers comp insurance, etc.

Either of the two Option 4 models would create a true consolidated police department between the two villages. Advantages and disadvantages would be similar to those noted above in the shared services model. As far as CGR has been able to determine, there are no existing examples of a Section 121-a consolidated department. That may be because creating a Section 121-a consolidated department requires approval of creation of a department by the voters, whereas Article 5-G Municipal Agreements can be created by the village boards. However, a Section 121-a consolidated

department is worth considering as a way to create a single unified police force that serves both villages.

The last option to consider would be for one or both of the villages to eliminate their current police department(s) and contract with another agency to provide police services in the village(s).

Option 5 – Eliminate one or both departments and contract with another agency for police services. One village could contract with the other village for delivery of police services under a fixed price contract, or on a fee-for-services basis. Or, alternatively, one or both villages could contract with the Sheriff to provide dedicated police services to the village in lieu of having to provide those services with village employees. There are several examples across the state of village and towns obtaining police services by contracting with either an adjacent town or village, or the county sheriff through an Article 5-G Municipal Agreement. One example of a village contracting with a Sheriff for delivery of dedicated police services is the village of Corinth contract with the Saratoga County Sheriff. A copy of the Agreement between Corinth and Saratoga County is included as Appendix C.

This option requires a thorough review of the potential advantages and disadvantages. Advantages include the ability to relieve a village of the financial, administrative and liability risk burdens of operating a police department. Contracts with other agencies can create a stable and predictable cost for these services over a multi-year period. On the other hand, contracting for police services entails the risk of loss of quality control over delivery of those services to village residents and taxpayers.

Despite these potential service trade-offs, some communities in the state have concluded that it is more cost effective to provide police services to their residents and taxpayers by contracting in this way. In our interviews, however, CGR did not hear of any interest on the part of either village to pursue this option in detail. CGR developed a very preliminary estimate of the additional cost of the Jefferson County Sheriff for providing additional sheriff deputies who would be assigned exclusively to one or both of the villages on a contract basis. The total cost of the service, including employee, car and equipment cost estimates, would exceed current village costs because the current village models using full and part-time staff is so cost-effective. For these reasons, CGR did not go any further with a cost/benefit assessment of this option.

Cost and Tax Impacts

To help the two village boards understand both the cost and tax impacts of the options described above, CGR has created TABLE 13. TABLE 13

starts with the assumption that the two villages would continue to pay separately for their baseline costs. As described previously, that means Carthage taxpayers would always pay their current (baseline) cost of \$422,000, which is already reflected in the current village tax rate, and West Carthage would continue to pay their baseline cost of \$79,700. Thus, cost and tax impacts are based upon the additional cost allocated to each village, based upon the 69%/31% split described above.

To read TABLE 13, use as an example Option 2. If the village boards wanted to consider Option 2 and add two full-time officers as recommended, this would require an additional expense of \$100,000 (as described previously). The additional expense would be allocated, under the .69/.31 ratio. Thus, the additional cost to Carthage would be \$69,000, and the additional cost to West Carthage would be \$31,000. This would equate to an additional \$.56/\$1,000 to the Carthage tax rate, and \$.39/\$1,000 to the West Carthage tax rate.

TABLE 13 shows that the highest cost option, to create a single consolidated police department with full staffing as outlined in Option 4B, would cost an additional \$212,727 to Carthage taxpayers and an additional \$95,573 to West Carthage taxpayers. This equates to an additional \$1.71/\$1,000 in Carthage and \$1.21/\$1,000 in West Carthage. Put another way, for a house assessed for \$100,000, the additional cost to a taxpayer for a full-service police department described in Option 4B would be \$171 per year, and the additional cost to a West Carthage taxpayer would be \$121 per year.

TABLE 13					
Police Service Options - Impact of Costs on Per Capita and Tax Rates					
<i>Assumes allocation of new incremental costs as Carthage = .69, West Carthage = .31</i>					
	Projected Total Incremental Costs	Carthage Contribution		West Carthage Contribution	
		Baseline	Additional	Baseline	Additional
Option 1 - Status Quo		\$ 422,000	NA	\$ 79,700	NA
Option 2 - Enhanced Services ¹	\$ 100,000	\$ 422,000	\$ 69,000	\$ 79,700	\$ 31,000
Option 3 - Article 5-G Shared Chief and Officers ²	\$ 110,000	\$ 422,000	\$ 75,900	\$ 79,700	\$ 34,100
Option 4 - Full Consolidation Into One Department ³					
Option 4A - Assumes 7 F.T. Police	\$118,300	\$ 422,000	\$ 81,627	\$ 79,700	\$ 36,673
Option 4B - Assumes 11 F.T. Police	\$308,300	\$ 422,000	\$ 212,727	\$ 79,700	\$ 95,573
		Change in Tax Rates (Per \$1,000 Assessed Value)		Cost Change Per Capita	
		Carthage	W. Carthage	Carthage	W. Carthage
Option 1 - Status Quo		NA	NA	NA	NA
Option 2 - Enhanced Services ¹		\$ 0.56	\$ 0.39	\$ 18.30	\$ 14.15
Option 3 - Article 5-G Shared Chief and Officers ²		\$ 0.61	\$ 0.43	\$ 20.13	\$ 15.56
Option 4 - Full Consolidation Into One Department ³					
Option 4A - Assumes 7 F.T. Police		\$ 0.66	\$ 0.47	\$ 21.65	\$ 16.74
Option 4B - Assumes 11 F.T. Police		\$ 1.71	\$ 1.21	\$ 56.43	\$ 43.62
1. Option 2 based on adding 2 FT officers at \$50K each					
2. Option 3 based on adding 2 FT officers at \$50K each plus \$10K additional costs for the Shared Chief					
3. Option 4 Estimates - See TABLE 12 for Total Cost Estimates. Incremental cost = Total Cost - Current Cost of \$501,700.					

Conclusion

The ideas presented in this report provide the two village boards with a wide range of options to consider that have the potential for improving delivery of service and creating service delivery efficiencies.

It is hard to judge the sentiment of the entire community in both villages based upon the results of the public meeting, however, the Committee clearly heard that neither village wants to eliminate its police force, and several attendees spoke out against Option 5. As the meeting notes and written comments reflect, almost everyone who commented expressed a desire to enhance or increase police services by pursuing at least Option 2, and possibly Option 3. There were just a few comments suggesting keeping the status quo (Option 1).

Based upon our review of the options and feedback we have received, the Committee recommends that the boards either continue with police services as they are now being provided (Option 1 – Status Quo), or seek the option that provides the best level of police services to each village, which is a single consolidated police department (Option 4). While Options 2 and Option 3 would increase coverage, the Committee believes that the full consolidation would provide a better level of service and avoid the operational issues that the shared services options will face. The cost and tax impact of either Option 4A or Option 4B is shown in TABLE 13. The village boards will need to determine whether or not taxpayers will support increasing taxes as projected in order to improve police coverage in the two villages.

APPENDIX A

MUNICIPAL COOPERATION AGREEMENT

This Agreement is entered into this 28th day of May, 2004, by and between the Village of Cambridge, a municipal corporation organized and existing under the laws of the State of New York with offices at 23 West Main Street, Cambridge, New York 12816 [hereinafter referred to as the "Village of Cambridge"] and the Village of Greenwich, a municipal corporation organized and existing under the laws of the State of New York with offices at 6 Academy Street, Greenwich, New York 12834 [hereinafter referred to as the "Village of Greenwich"].

1. STATEMENT OF AGREEMENT

The Village of Cambridge agrees to provide law enforcement and administration services to the Village of Greenwich during the term of this Agreement, and the Village of Greenwich agrees to engage the Village of Cambridge to provide such services in accordance with, and subject to, the terms of this Agreement.

2. LEGAL BASIS

This agreement is authorized by, and is made and entered into pursuant to, Article 5-G, Section 119-0 of the General Municipal Law of the State of New York.

3. DELIVERY OF SERVICES

3.1 Description of Service: The Village of Cambridge shall provide and furnish to the Village of Greenwich the law enforcement and administration services of its Chief of Police, George Bell [hereinafter referred to as "Chief Bell"] and its Sergeant, Harold Spiezio [hereinafter

referred to as "Sergeant Spiezio"].

3.2 Quantity of Service: Chief Bell and Sergeant Spiezio shall deliver a combined total of forty (40) hours per week of law enforcement and/or administration services to the Village of Greenwich during the term of this Agreement, which time shall be allocated between the Chief and the Sergeant in such manner as may mutually be agreed upon from time to time by the Village of Greenwich and the Village of Cambridge. Said hours of service may, at the election of the Village of Cambridge, be reduced by up to, but not exceeding, three hundred and thirty-eight (338) hours per year for vacation, sick, personal or holiday time taken by Chief Bell and/or Sergeant Spiezio in accordance with applicable policies and procedures of the Village of Cambridge governing the accrual and use of such benefits.

3.3 Manner of Delivery: The law enforcement and administration services to be provided hereunder shall be furnished by means of the personal services of Chief Bell and Sergeant Spiezio. With the exception of those items listed on Exhibit "A" hereto, the Village of Greenwich shall furnish and supply all personnel, equipment, facilities and supplies reasonably necessary or appropriate to the accomplishment of the jobs to be performed by Chief Bell and Sergeant Spiezio for the Village of Greenwich (including, without limitation, the services of one (1) full time patrolmen, a roster of five (5) eligible part-time patrolmen, two (2) police cars, a police station, office equipment and supplies, police uniforms, etc.). The Village of Greenwich and the Village of Cambridge shall retain title to the property each may now own or hereafter acquire to fulfill its obligations under this Agreement and, upon the termination of the Agreement, each party may dispose of its property as it sees fit.

3.4 Service Area: The law enforcement and administration services of Chief Bell and

Sergeant Spiezio shall be provided within, and for the benefit and protection of the residents and property of the Village of Greenwich.

3.5 Reporting: Chief Bell shall provide to the Village of Greenwich a monthly written report of activities generated as a result of this Agreement, which report shall be presented in person by Chief Bell or Sergeant Spiezio to the Board of Trustees of the Village of Greenwich at its regular monthly meeting, held the second Monday of the month at 7:00 p.m. This report shall include average time expended for each call and the number of calls for service, reported crimes, arrests, crimes cleared by arrest, traffic citations, court appearances, and items of recovered property and all other statistics and/or management information that is agreed upon between the two municipalities.

3.6 Service Management: The planning, organization, scheduling, direction, and supervision of the Village of Greenwich Police Department personnel and all other matters incident to the delivery of law enforcement services in and to the Village of Greenwich shall be as determined by Chief Bell who, as Chief of Police of the Village of Greenwich, shall have exclusive authority over the activities of all personnel engaged in the provision of law enforcement protection in the Village of Greenwich.

3.7 Responsiveness: Chief Bell shall give prompt consideration to all requests of the Village of Greenwich regarding the delivery of law enforcement services and shall comply with those requests if they are consistent with good law enforcement practices and within the scope of this Agreement.

3.8 Resolution of Disputes: All controversies, claims or disputes arising out of or relating to the interpretation, implementation, performance or operation of this Agreement shall

be settled in accordance with the following procedure:

3.8-1 Initial Meeting: A meeting (the "Initial Meeting") shall promptly be held at which both parties are present or represented by individuals with full decision making authority regarding the matter(s) in dispute.

3.8-2 Mediation: If, within five (5) business days following the Initial Meeting, the parties have not resolved the dispute, the dispute shall be submitted to mediation directed by the Vermont Dispute Resolution Service, P.O. Box 507, Whimsey Farm, Arlington, Vermont 05250 (Telephone: (802) 375-0037) or to another mutually agreeable mediation service (the "Mediator"). Each party shall bear its proportionate share of the costs of the mediation, including the Mediator's fee.

3.8-3 Obligation to Negotiate in Good Faith: The parties agree to negotiate in good faith in the Initial Meeting and in mediation conferences and use reasonable efforts to resolve the dispute without the need for litigation.

3.8-4 Failure of Mediation: If, after a period of ten (10) days following the mediation conferences or any adjournment thereof, and despite the good faith efforts of the parties to negotiate and attempt to resolve the dispute, the parties are unable to resolve the dispute, either party may initiate litigation upon ten (10) days' prior written notice to the other party. The initiation of litigation, however, shall not eliminate the obligation of the parties to continue to negotiate in good faith and attempt to resolve the dispute.

3.9 Coordination: The Village of Greenwich and the Village of Cambridge shall each designate a specific individual and alternates to make or receive requests and to confer upon matters concerning the delivery of law enforcement services to the Village of Greenwich.

4. LIABILITY

4.1 Indemnity: The Village of Cambridge shall assume liability for, defend against, indemnify and secure the Village of Greenwich from all costs or damages for injury to person or property caused by any employees of the Village of Cambridge and arising out of the performance of this Agreement; and the Village of Greenwich shall assume liability for, defend against, indemnify and secure the Village of Cambridge from all costs or damages for injury to person or property caused by any employees of the Village of Greenwich and arising out of the performance of this Agreement.

4.2 Liability Insurance. Each municipality shall obtain and continue to keep in full force and effect, as part of its general insurance coverages, general liability, public liability, law enforcement liability, public officials and employees liability and excess liability insurance coverage relative to this Agreement during all phases of the performance of the various provisions of work to be performed herein, naming the other municipality as an additional named insured.

5. PERSONNEL

5.1 Employee Status of Chief Bell and Sergeant Spiezio: For purposes of this Agreement only (and subject to the provisions of Sections 5.4 and 6 hereof), Chief Bell and Sergeant Spiezio shall, in providing law enforcement services to the Village of Greenwich, be and remain "Village of Cambridge" employees and officials, and they shall not have any benefit, status, or right of "Village of Greenwich" employment. By way of illustration of the foregoing general statement, but not of limitation thereof, the Village of Cambridge shall have, and hereby assumes

and agrees to indemnify and hold the Village of Greenwich harmless with respect to, all employer's obligations, liabilities and responsibilities owed or owing to Chief Bell and Sergeant Spiezio during the term of this Agreement under federal, state or local retirement laws, wage and hours laws, income and payroll tax laws, civil service laws and regulations, workers compensation laws, disability and unemployment insurance laws, or other similar laws or regulations, by reason of the provision of personal services by Chief Bell and Sergeant Spiezio to the Village of Greenwich under the terms of this Agreement.

5.2 Employee Status of Other Persons. All other persons employed by the Village of Greenwich in providing law enforcement services to the Village of Greenwich under the direction or supervision of Chief Bell and/or Sergeant Spiezio during the term of this Agreement shall be "Village of Greenwich" employees and officials, and they shall not have any benefit, status, or right of "Village of Cambridge" employment. By way of illustration of the foregoing general statement, but not of limitation thereof, the Village of Greenwich shall have, and hereby assumes and agrees to indemnify and hold the Village of Cambridge harmless with respect to, all employer's obligations, liabilities and responsibilities owed or owing during the term of this Agreement under federal, state or local retirement laws, wage and hours laws, income and payroll tax laws, civil service laws and regulations, workers compensation laws, disability and unemployment insurance laws, or other similar laws or regulations, to persons other than Chief Bell and Sergeant Spiezio, by reason of the provision of law enforcement and administration services by such persons to the Village of Greenwich.

5.3 Payment: The Village of Greenwich shall not be liable for the direct payments of salaries, wages, or other compensation to Chief Bell or Sergeant Spiezio in connection with their

provision of law enforcement or administration services to the Village of Greenwich; and the Village of Cambridge shall not be liable for the direct payments of salaries, wages, or other compensation to Village of Greenwich officers or employees providing law enforcement services to the Village of Greenwich.

5.4 Indemnity: All Village of Greenwich police officers performing law enforcement or administration services under the direction of Chief Bell or Sergeant Spiezio shall be deemed employees of the Village of Greenwich for purposes of the Worker's Compensation Law and Section 207-c of the General Municipal Law, and the Village of Cambridge shall not be responsible for the payment of any benefits thereunder. Chief Bell and Sergeant Spiezio shall, when performing law enforcement or administration services under this Agreement, be deemed employees of the Village of Cambridge for purposes of the Worker's Compensation law and Section 207-c of the General Municipal Law; however, the Village of Greenwich shall be responsible for, and shall indemnify the Village of Cambridge with respect to any benefits paid to either of said persons if, and to the extent that, said benefits are attributable to an injury or other compensable condition causally related to, and occurring during the performance of, law enforcement or administration services personally rendered to the Village of Greenwich under and pursuant to the terms of this Agreement.

6. MUNICIPAL AGENCY

For the sole purpose of giving official status of their acts when performing municipal functions within the scope of this agreement, Chief Bell and Sergeant Spiezio, when engaged in providing law enforcement or administration services to the Village of Greenwich, shall each be

considered a law enforcement official of the Village of Greenwich. If necessary, this provision shall be implemented by a Village of Greenwich local law.

7. FEES

7.1 Base Fee: The Village of Greenwich shall pay the Village of Cambridge a base fee of Forty Thousand Dollars (\$40,000.00) in twelve equal monthly installments of \$3,333.33 for law enforcement protection and administration services delivered by Chief Bell and Sergeant Spiezio during the term of this Agreement.

7.2 Additional Fee: The Village of Greenwich shall pay the Village of Cambridge an additional fee of \$12,509.17, in twelve equal monthly installments of \$1,042.43, as pro-rata reimbursement to the Village of Cambridge for the cash fringe benefit costs (e.g., retirement plan contributions, insurance premiums, and payroll taxes) incurred by the Village of Cambridge in connection with its employment of Chief Bell and Sergeant Spiezio during the term of this Agreement.

7.3 Billing and Payment: The Village of Cambridge shall bill the Village of Greenwich within ten (10) days after the close of each calendar month for all general law enforcement services provided during that month. The Village of Greenwich shall pay for these services within thirty (30) days after the date of the Village of Cambridge billing.

7.4 Delinquency: If the Village of Greenwich does not make payment within thirty (30) days after the date due, the Village of Cambridge may terminate this agreement. The Village of Cambridge shall be liable for general law enforcement services rendered to the time of termination.

8. TERM OF AGREEMENT

The initial term of this Agreement shall be one (1) year, commencing June 1, 2004 and ending May 31, 2005. Thereafter, the Agreement shall continue for successive one (1) year terms until such time as either party elects to terminate the Agreement by giving one hundred twenty (120) days prior written notice to the other.

9. GENERAL PROVISIONS

9.1 Amendments: This Agreement may be amended, repealed or altered in whole or in part only by the written Agreement of the parties hereto.

9.2 Severability: In the event that any term, provision, paragraph or section of this Agreement is or is declared illegal, void or unenforceable by a court of competent jurisdiction, the same shall not affect or impair the other terms, provisions, paragraphs or sections of this Agreement. The doctrine of severability shall be applied. The municipalities do not intend by this statement to imply the illegality or unenforceability of any term, provision, paragraph or section of this Agreement.

9.3 Entire Agreement: This Agreement supersedes all previous contracts and negotiations and constitutes the entire agreement between the parties regarding the subject matter. Neither party shall be entitled to any benefit other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendment. Each party specifically acknowledges that in entering into and executing this

Agreement, it has relied solely upon the representations and agreements herein contained, and upon no others.

9.4 Binding Effect and Benefits: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.5 Assignment: No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

9.6 Waiver: No delay or omission on the part of either party in exercising any right hereunder shall operate as a waiver of such right or any other right, and a waiver on any occasion shall not be construed as a bar to or waiver of any right on any future occasion.

9.7 Interpretation: The Village of Greenwich and the Village of Cambridge each acknowledge that they have had the opportunity to participate in the drafting of this Agreement and to receive the benefit and input of counsel in connection therewith. Accordingly, any rule or construction, interpretation or otherwise to the effect that ambiguities contained in the Agreement shall be resolved against the drafting party shall not be invoked or relied upon in connection with the interpretations of this Agreement.

9.8 Cooperation: Each of the parties hereto shall use its best efforts to take or cause to be taken, and to cooperate with the other party hereto, to the extent necessary, with respect to all actions, and to do, or cause to be done, consistent with applicable law, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this

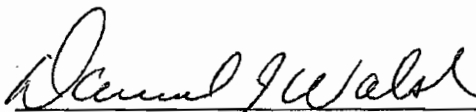
Agreement.

9.9 Authority to Execute: Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly authorized to execute the Agreement on behalf of such party.

10. DISCLOSURE OF DUAL REPRESENTATION. This Agreement has been prepared by Michael J. Catalfimo, Esq., who has acted as Village Attorney for both the Village of Cambridge and the Village of Greenwich. The Village of Cambridge and the Village of Greenwich have each been informed by Michael J. Catalfimo that they should have the Agreement reviewed by independent counsel of their own choosing prior to executing the same.

WHEREAS, the parties hereto have executed this agreement as of the day and year first written above.

VILLAGE OF CAMBRIDGE

By: 
Daniel J. Walsh, Mayor

ATTEST: 
Linda Record, Clerk

[SEAL]

APPENDIX B

New York State General Municipal Law, Article 6

§ 121-a. Creation of village and town police department in certain towns and villages.

Notwithstanding the provisions of any law, general or special, the town board or boards of a town or towns in the same county and the board or boards of trustees of an incorporated village or villages located wholly within such town or towns, may, upon the adoption of propositions therefor duly submitted in such town or towns and village or villages, determine to create a joint town and village police department for such town or towns and village or villages. The proposition to be submitted in such village or villages may be submitted at a general or special election of each village and the proposition to be submitted in such town or towns may be submitted at a general or special election of each town. Upon the adoption of a proposition therefor as herein provided, the town board or boards and the board or boards of trustees of the village or villages shall meet in joint session, at a time and place to be determined by agreement of such boards, and organize such joint police department and establish rules and regulations governing the same. Such boards shall at such meeting, by a majority vote, appoint a chief of police for such joint police department. Such chief of police shall be a resident of the area covered by such joint department and be subject to the control, direction and supervision of such joint boards. Such chief of police shall be appointed for a term of office of three years, and shall receive such compensation as the town and village boards at joint session may determine. A chief of police may be removed by joint action of the town and village boards upon written charges for malfeasance or misfeasance in office. Such charges shall be filed in duplicate in the offices of the town and village clerks and a copy thereof served personally on the chief of police. The town and village boards shall, in joint session, designate a time and place for a hearing upon such charges and cause notice of such hearing to be served personally upon the chief of police at least five days before the day set for the hearing. The town and village boards shall hear the evidence in support and in defense of such charges and by majority vote make an order sustaining or dismissing the charges. An order sustaining the charges shall operate as a removal and the town and village boards shall thereupon appoint another person to fill the vacancy. The person so appointed shall hold office for the balance of the unexpired term or until the entry of a final order by a court of competent jurisdiction determining that the chief of police was wrongfully or unlawfully removed. An appeal to the county court may be taken by the chief of police removed within thirty days after personal service of a copy of such order of removal. The county court shall consider the charges presented and review the evidence taken before such joint board. It may hear additional evidence and shall make such determination as justice requires. A copy of such order shall be filed in the offices of the town and village clerks. An order by the county court determining the charges shall, upon such filing, act as the reinstatement of the person removed. The board or boards of trustees of each village shall appoint village policemen for service inside the area covered by such joint department, and the town board or boards shall appoint town policemen for service inside the area covered by such joint department. Such town and village policemen shall be appointed for such terms of office and receive such compensation as the town or village board may determine. The expense of village policemen, chargeable by law to a village shall be a charge against the village employing them, and the expense of the town policemen chargeable by law to a town, shall be a charge against real property in the town employing them situated outside of such participating village or villages. The salary of the chief of police and other expenses of the department, except compensation of village and town policemen, shall be apportioned between the village or villages and the town or towns by such boards in joint

session. The portion of such expense to be borne by a town shall be a charge in that portion of the town situated outside of such participating village or villages and the portion to be borne by a village a village charge. Upon the creation of a joint town and village police department as herein provided, the term of office of all town constables heretofore elected in such town or towns shall terminate and thereafter no constables shall be elected in any such town, unless and until such police department is abolished as hereinafter provided. A joint police department established as provided by this section may be abolished upon the adoption of a proposition duly submitted at a general or special village or town election to take effect on January first succeeding the next general election at which town officers are elected.

Whenever the town board of a town or towns in the same county and the board of trustees of an incorporated village or villages located wholly within such town or towns, either create or abolish a joint town and village police department, the joint board taking such action shall notify the commissioner of the division of criminal justice services of the action taken by them within thirty days of such action.

APPENDIX C

AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made this 16th day of May 2007 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation of New York with offices at 40 McMaster Street, Ballston Spa, New York, 12020 (COUNTY), acting through its Sheriff's Office, (SHERIFF),

-and-

VILLAGE OF CORINTH, a municipal corporation of New York with offices at 260 Main Street, Corinth, New York 12822 (VILLAGE)

1. STATEMENT OF AGREEMENT

The COUNTY and the SHERIFF will provide "Specialized protection" to the VILLAGE during the term of this agreement. The VILLAGE agrees to pay for such services as outline herein. Both parties wish to continue this mutually beneficial relationship.

2. LEGAL BASIS

This agreement is authorized by 119-0 of the General Municipal Law.

3. SPECIALIZED PROTECTION

Specialized Protection is that protection provided to the VILLAGE in excess of that normally furnished by the SHERIFF. In this case, Specialized Protection is defined as a higher quality and level of exclusive service not normally provided by regular County patrol. All references to Specialized Protection or specialized law enforcement services are those services to be delivered hereunder.

4. DELIVERY OF SERVICE

4.1 Service Area: The SHERIFF shall provide Specialized Protection within the corporate limits of the VILLAGE. Assigned Deputies will not leave the VILLAGE except in an extreme emergency and will continue the expanded presence and patrol for designated parklands and residential and secondary roadways within the VILLAGE.

4.2 Enforcement Responsibilities: The SHERIFF shall enforce State statutes, COUNTY ordinances and those VILLAGE ordinances that are of the same type and nature as COUNTY ordinances enforced by the SHERIFF. The SHERIFF shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the SHERIFF under the laws of the State.

4.3 Quantity of Service: The SHERIFF shall deliver 168 hours of Specialized Protection each week.

4.4 How Delivered: The SHERIFF shall provide four deputies and one patrol car to patrol the VILLAGE. The specific times of patrol will be determined by mutual agreement between the SHERIFF and the VILLAGE MAYOR. It is specifically agreed that the following patrols shall be implemented: Monday through Sunday: 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 p.m. and 12:00 a.m. to 8:00 a.m. (entire VILLAGE)

4.5 Reporting: The SHERIFF shall provide to the VILLAGE a monthly report of the specialized protection.

4.6 Service Management: The SHERIFF shall determine the planning, organization, scheduling direction, and supervision of his personnel and all other matters incident to the delivery of specialized law enforcement services to the VILLAGE. The SHERIFF shall retain exclusive authority over his personnel.

4.7 Responsiveness: The SHERIFF shall promptly consider all VILLAGE requests regarding the delivery of specialized law enforcement services and make every effort to comply with them in a manner consistent with good law enforcement practices and this agreement

4.8 Dispute Resolution: Any conflict regarding the extent or manner of performance of the specialized law enforcement services shall be resolved by the SHERIFF and VILLAGE MAYOR. The SHERIFF'S decision shall be final and conclusive.

4.9 Coordination: The VILLAGE and the SHERIFF shall each designate a specific individual and alternates to coordinate and implement the delivery of specialized law enforcement services to the VILLAGE.

5. RESOURCES

5.1 COUNTY Responsibilities: Except as otherwise agreed, the COUNTY and the SHERIFF shall furnish all labor, equipment, facilities, and supplies.

6. LIABILITY

The COUNTY shall assume liability for and secure the VILLAGE from claims and/or all costs for damages allegedly caused by SHERIFF'S personnel and arising out of the performance of this agreement.

7. PERSONNEL

7.1 Employee Status: For purposes of this agreement only, all persons employed by the SHERIFF for this Specialized Protection shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of VILLAGE employment

7.2 Payment: The VILLAGE shall not be liable for the direct payment of salaries, wages, workers compensation benefits or any other compensation for COUNTY officers or employees providing specialized law enforcement services hereunder.

8. FEES

The VILLAGE shall pay the COUNTY the sum of \$ 298,800 per year, in equal monthly installments for the Specialized Protection.

9. DURATION

The term of this agreement shall be for three years: 6/1/07 – 5/31/10

10. TERMINATION

This agreement may be terminated at any time upon ninety days (90) prior written notice to the other party.

11. AUTHORIZATION

This agreement is made and executed pursuant to County Resolution # 112-07 and a resolution approved by the VILLAGE board of Corinth# _____.

12. EXECUTION

The parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

ATTEST:

COUNTY OF SARATOGA

BY: [Signature] 5/16/07
DATE

CHAIRMAN-BOARD OF SUPERVISORS

Per Resolution # _____

[Signature] 5-16-07
JAMES D. BOWEN, SHERIFF DATE

ATTEST:

BY: [Signature] 5-17-07
BRADLEY H. WINSLOW, MAYOR DATE
VILLAGE OF CORINTH

APPROVED AS TO FORM AND CONTENT

[Signature]
MARK M. RIDER
COUNTY ATTORNEY

APPENDIX D

Options for West Carthage/Carthage Shared Police Service Report

Public Meeting: June 16, 2020

Public Comment/s

- 1. How much will it cost West Carthage residents/business owners for full-time 24/7 coverage (70/30)?**
- 2. Carthage Rescue Squad Representative - No to option 5. Yes to consolidated 24/7 Local Shared Police Service.**
- 3. Support a cooperative effort option for full coverage in both communities.**
- 4. W. C. resident - Maintain the status quo option.**
- 5. W. C. resident/business owner/legislative representative – Commend the villages for exploring alternative options in providing efficient and effective police service. Support of Efficiencies & Effectiveness by expanding to a town wide Police force.**
- 6. C. resident – Concern about gap in 24/7 coverage. Commend local officials from both villages for having the courage and commitment to explore options. Encourage local officials to advance their efforts to provide a shared 24/7 level of service.**
- 7. W. C. resident – advance cooperative efforts for full-time police service.**
- 8. C. – concern re: a reduction of 24/7 coverage at a time when the village is growing. Support maintaining a local police service vs. contract with sheriff/state police for coverage.**
- 9. Champion resident – Commend the villages for exploring alternative options in providing efficient and effective police service. Not in support of a town wide initiative to provide local police service. Support for a shared police chief.**
- 10.C. – Concern for the safety of children. Support for full-time coverage option.**
- 11. Joint resident/business owner – Support of quick action in implementing the preferred option for shared police service.**

12. C. - No to option 5 – Concern regarding Delayed police response.
Support local police options/s.
13. W. C./C. – no to option 5 – support in maintaining a strong police service.
14. W. C. - concern re: the continuity of police service in the village.
Support of cooperative effort in providing shared police service.
15. Support for full-time police service in both villages.
16. W. C. – Concern regarding increased cost/taxes.
17. Officer pay at a level that can be maintained & sustainable for long-term operations.
18. W. C. – Support of IMA so officers can cross bridge for shared police service coverage.
19. W. C./C. – Concern re: lack of 24/7 coverage in either village. Support options for cooperative efforts to address issue.
20. W. C. – support for option 2.

Police Officer Comments

Carthage Chief of Police

- Option 5 will not benefit the community.
- Reduced full-time police staff has compromised the ability to provide 24/7 coverage in Carthage. While we use part-time police staff with full-time jobs to help reduce gaps in coverage, they are not available for duty on the part-time job the night before they are scheduled for work at the full-time job. It is impossible to provide 24/7 coverage with 4 full-time and 5 part-time staff.

W. Carthage Officer in Charge

- Agree with Chief Rockhill that option 5 will not be a benefit for either village as the community policing value would be lost.
- Officers will respond to an emergency situation when called upon from either side of the bridge.

- **W. C. policing is providing an effective and adequate service at this time with part-time officers.**

Mayor

- **We have an effective part-time police service that we can maintain.**
- **Concern that during peak demand for service only 1 officer is scheduled.**
- **Budget concerns**
 - o **As increases to commercial district continue to expand along Broad Street and in the downtown area, the cost to increase police service can be offset in the future with a stronger a tax base.**

Village President

- **Continue efforts to maintain a level of 24/7 coverage at the Carthage Police Department.**
- **Concern about the budget with the economic constraints in today's environment.**
- **Concern re: shrinking revenues due to loss of business that result in a reduction of the tax base.**
- **Maybe opportunities through the shared service effort to provide more efficient and effective service.**

Public Comments –

Comments received from West Carthage Residents from June 17th – July 1st.

- **No to shared police service, yes to support to an additional part-time police officer/s in West Carthage as needed to extend coverage as needed.**
-

Comments received from Carthage Residents – June 17th – July 1st.

-

C. Channing Redfield
504 S. Washington Street
Carthage, NY 13619
6/17/10

Re: Options for Shared Police Services.

To whom it may concern:

Reflections on last nights meeting.

Villages with populations of 6000 (combine the two) have full time professional police forces that can adequately cover and serve their territory. Part time officers cannot do all the duties required in a timely manner. In today's world there is a need and plenty of work for the taxpayer to receive their monies worth. Using the numbers for the paper provided... 10 full time officers including the Chief should get the job done in the Twin Villages..

Find a formula (between the two) to train, pay and equip them well. A first class police department is a major asset to the community. All people want to feel safe, secure and know things are predictable. That is a basic need of man. Quality sells and lasts. Cutting, cheapening, not filling the need does nothing for efficiency nor in promoting our community. The Justice Court in Carthage is reported to be already the busiest in the county.

Thank you all for addressing this need.

Sincerely,



C. Channing Redfield



BRUCE M. BEZANILLA
Director

Bezanilla - McGrath
Funeral Home
518 State Street
Carthage, NY 13619
(315) 493-2621

June 14, 2010

Mr. Scott Burto, Mayor, Village of West Carthage

61 High St.

West Carthage, NY 13619

Dear Mr. Mayor,

I am writing this letter to you to express my support for the local police force in the Carthage-West Carthage Area. As a business member, my funeral home is very dependent on the police force to provide honorary escort service to the families that we serve. It is a service that has existed for over the thirty years that I have owned the business. The families in Carthage-West Carthage have come not only to appreciate the service but to expect it.

I have not seen the results of the current study of the police forces but any loss of this valuable service in my mind would be a tremendous loss, not only from a business standpoint but from a public safety standpoint.

I am confident that the committee will review all aspects of the report and make the best recommendation possible. Please know that whatever is the outcome, I will work with all Police Agencies to protect the public whenever possible.

Very truly yours,

Bruce M. Bezanilla

*Reeve,
Thought you'd like
a copy.*

6-18-10

To: Shared Police Services Study Committee:

After attending the public meeting on 6-16-10 (a well organized meeting) and studying the information I took home, I strongly urge you to follow the option #2.

I think our police and fire department are pretty much following this now and our Village Fathers should be able to work out whatever details are necessary.

Sincerely,

R. Bowman
Ralph Bowman
53 Bridge ST
West Carthage

RECEIVED
JUN 18 2010

BY:.....

RECEIVED
JUN 16 2010

Mr. and Mrs. Vincent J. Frank
West Street
Carthage, New York 13619
June 14, 2010

BY:

Mayor G. Wayne McIlroy,
Carthage Trustees
120 South Mechanic Street
Carthage, New York 13619

We understand there is some discussion and a study concerning The Carthage Police Department. We are unable to attend The Police meeting, please read this letter on our behalf.

It is very disturbing to learn there is discussion on possibly closing The Carthage Police Department and have The Jefferson County Sheriff's Department and / or The New York State Police provide Police Services for Carthage. Speaking from 34 years of experience I am well aware State Police and Sheriff Department cannot provide the same high level of Police Services now offered by The Carthage Police Department. The Carthage Police sets a priority and are dedicated solely to The Village of Carthage. The Carthage Police do not have a huge patrol area which would call them away from Carthage.

On the other hand The New York State Police stationed in Carthage provide police services to a vast area; all the way from The Village of Copenhagen to The Village of Harrisville. They also cover parts of Croghan, Wilna, Champion and Rutland. If The State Police are working on a complaint in Harrisville, they will first have to finish that complaint and then travel 21 miles to reach an emergency situation in Carthage. There is no telling how long it will take them to finish the complaint they are working on before they can even start towards Carthage.

The Jefferson County Sheriff's Department covers an entire County. Often times there are only two Deputy Sheriffs working a shift, one on the north side and one on the south side. The Deputies' response time will also be hampered by geographical location. They too will also have to clear their complaint that they are currently working on and then travel to Carthage.

My family and I do not want to wait 30 to 45 minutes for emergency Police services. When there is an emergency we expect Police Service immediately and we have no interest in waiting for extended periods while victims are suffering. We expect The Village of Carthage Board of Trustees to maintain a fully staffed, full-time Police Department 24 hours a day. We expect The Village Board to find ways to accomplish this goal of keeping a full-time Police Department.

Let's not lose sight of The Board's job. People are elected into Trustee and Board positions to keep our Village thriving. Trustees are not elected to keep cutting jobs, or to keep cutting departments, or to keep cutting services. Instead The Board needs to find ways to make our Village healthy without drastic cuts, that's your job. You are expected to manage our tax dollars for the benefit of The Village residents, you are not expected to keep cutting our services that we are paying for.

Thank-you

Sincerely

Vincent
Joan Frank J. Frank

Paul Pierce
Deborah J. Pierce
5 Potter Street
Carthage, NY 13619

June 30, 2010

Re: Shared Police Services

To Whom It May Concern:

Let me state that in my position as clerk/treasurer for the Village of West Carthage, I have access to more complete information than most residents. That being said, Paul and I agree that we would not object to a reasonable increase in our tax rate if more coverage could be provided to the residents of both villages.

The bridge is not a border crossing – we cross it often, Paul works there and what affects Carthage affects West Carthage to some extent. We both feel that the departments should remain separate entities at this time but a coordination of scheduling would be effective until such time as the current budgets, management styles and officer attitudes more closely match. The cost difference in the budgets at this time would create a burden on West Carthage taxpayers. I also believe that some of the hours, etc. utilized in the study are not a fair comparison of the two departments. We are in full support of combining any services that would benefit both communities equally. Unfortunately, from an economic standpoint, we feel that only Carthage residents would benefit from a joint police department. We feel if coverage can be increased to both villages without a drastic increase in costs to either village, that would be the best starting point in working towards a consolidated or joint police force.

It is important that we work towards 24 hour local coverage for the safety and response time of our emergency workers. In the event that Option 2 is selected, an agreement and working relationship would need to be reached by the command staff of each village to help prevent any issues or problems that would impede cooperation between the two villages.

Paul & Abi Pierce

Bruce & Norma Rounds
8 Potter St.
Carthage, NY 13619
June 18, 2010

RECEIVED
JUN 18 2010

BY:.....

To: Village of West Carthage
Board of Trustees

After a thorough review of the CGR options for "Shared Police Services" it is our opinion that Option -4- (Create Single Consolidated Department) is best for both villages.

Respectfully,


Bruce & Norma Rounds



BRUCE M. BEZANILLA
Director

Bezanilla - McGrath
Funeral Home
518 State Street
Carthage, NY 13619
(315) 493-2621

June 14, 2010

Mr. Scott Burto, Mayor, Village of West Carthage

61 High St.

West Carthage, NY 13619

Dear Mr. Mayor,

I am writing this letter to you to express my support for the local police force in the Carthage-West Carthage Area. As a business member, my funeral home is very dependent on the police force to provide honorary escort service to the families that we serve. It is a service that has existed for over the thirty years that I have owned the business. The families in Carthage-West Carthage have come not only to appreciate the service but to expect it.

I have not seen the results of the current study of the police forces but any loss of this valuable service in my mind would be a tremendous loss, not only from a business standpoint but from a public safety standpoint.

I am confident that the committee will review all aspects of the report and make the best recommendation possible. Please know that whatever is the outcome, I will work with all Police Agencies to protect the public whenever possible.

Very truly yours,

Bruce M. Bezanilla

RECEIVED
JUN 17 2010

BY:.....

Tammy Patterson
310 West St.
Carthage, NY 13619

June 16, 2010

Dear Sirs:

I am writing this letter out of concern for the welfare of not only my own family, but that of that of every citizen of the villages of Carthage and West Carthage. It has recently been brought to my attention that, due to recent budget issues, the future of the Police Departments of our villages is being considered. I was greatly distressed to hear that one possibility being discussed is the closing of the Police Departments and requiring the State Police to patrol our area. While I appreciate our State Police and all they do for us, I believe to make this change would be a tragic mistake.

Having a local department means that, should a person have a need, they have an officer nearby to count on. My family is a living testimony to why this is so important. On Christmas morning 1999, an officer of the Carthage Police Department rang our doorbell to inform us that our house was on fire. We were unaware of any problems as we were celebrating the holiday with our children. The officer called the Fire Department and our lives and home were spared. I shudder to think what the outcome might have been had that officer not been on duty and had we had to wait for a State officer to be patrolling the area.

I would ask that, for the safety and peace of mind of every citizen of these villages, the local Police Departments be allowed to continue to serve our area. I thank you in advance for your consideration of this matter.

Sincerely,
Tammy Patterson



--- On Thu, 6/24/10, WILLIAM WALSEMANN <wpw1177@verizon.net> wrote:

From: WILLIAM WALSEMANN <wpw1177@verizon.net>

Subject: Twin Village police study

To: ctpierce@westelcom.com

Date: Thursday, June 24, 2010, 11:46 AM

The situation in Carthage with the police departments holds a special interest for me. I am a life-long Carthage area resident and have over 35 years of police experience, most of it in the Carthage area, both with the NYSP and the Carthage PD.

Regarding the consolidation issue, I see two possible solutions which would be adequate to provide proper police coverage to the Twin Villages.

The first would be to keep the departments separate but increase manpower to adequately cover the shifts.

The second would be to join the two departments. Carthage currently has the room to house this newly created department and has room to expand if needed into the area vacated by the court when they moved into the new (and very expensive, I might add) facilities upstairs. This department would be run by the current chief and assisted by two sergeants who would work shifts to ensure adequate supervision. This would require seven patrolmen to cover all shifts as well as pass days and vacations.

If this seems like too many officers it should be noted that previous studies have indicated a combined department should have a least ten officers besides the chief. It should be noted that as the area continues to change due to Fort Drum and other factors it is very unlikely that crime will decrease. Infact, the opposite is probably true. Currently

9/9/2010

Page 2 of 2

should there be a major crime such as a homicide either or both departments would be overwhelmed with their present staffing.

Yours truly,

Bill Walsemann

3540 Van Brocklin Road,
Carthage, NY 13619



Options for Shared Police Services -
Villages of West Carthage and Carthage
Summary of Draft Report

June 16, 2010

Prepared for the Shared Police Services Study Committee

Charles Zettek, Jr.

Vice President & Director of Government Management Services

Center for Governmental Research

czettek@cgr.org

www.cgr.org

Study Background

- ▶ Funded by a state Local Government Efficiency grant
- ▶ The two villages agreed to study police services options
- ▶ A joint study committee was formed. Members:
 - ▶ West Carthage Mayor Scott Burto
 - ▶ Carthage Mayor Wayne Mcilroy
 - ▶ Carthage Police Chief Reeve Rockhill
 - ▶ West Carthage Officer-in-Charge David Pustizzi
 - ▶ Carthage representative Mike Astafan
 - ▶ West Carthage representative Gerry Caldwell
 - ▶ Jefferson County Sheriff John Burns
- ▶ CGR selected as project consultant

Study Objectives

- ▶ Review current operations of both departments
- ▶ Identify ways to:
 - ▶ Share services between the two villages and/or
 - ▶ Consolidate departments
- ▶ Why?
 - ▶ Identify cost efficiencies
 - ▶ Provide better or increased police services

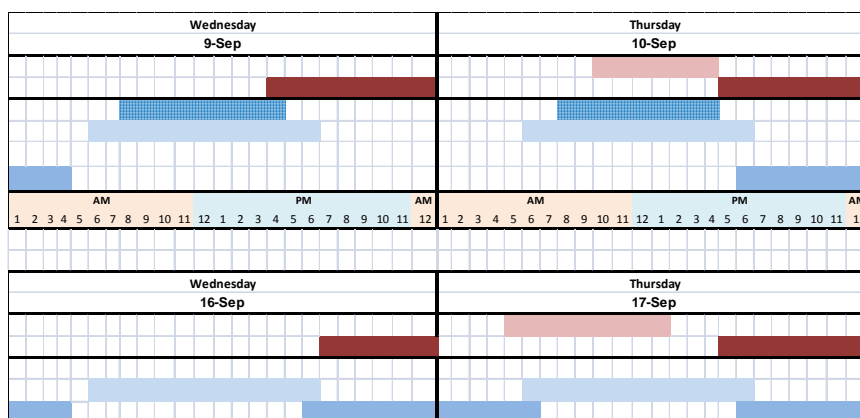
Summary of Findings (1)

- ▶ **The two departments are managed differently**
 - ▶ Carthage is a full-time department with 4 f.t. officers and 4 p.t. officers.
 - ▶ West Carthage is a part-time department using 7 p.t. officers
- ▶ **Consequence 1** – significant cost differences
 - ▶ Carthage spent \$422,063 on police in 2008/09
 - ▶ West Carthage spent \$79,701 on police in 2008/09
 - ▶ Avg. per hour costs different: C = \$30.07/hr, WC = \$18.47/hr
- ▶ **Consequence 2** – Carthage gets more police coverage
 - ▶ C = 9,921 hours in 2009, WC = 3,635 hours in 2009

Summary of Findings (2)

- ▶ **Coverage in the villages is different**
 - ▶ Carthage expects full 24/7 police coverage. However, budget cuts have reduced staff to below ability to provide 24/7 coverage
 - ▶ West Carthage provides coverage for 1-2 time blocks/day
- ▶ **Officers from each village keep in their village**
 - ▶ Except for mutual aid back-up and/or
 - ▶ Follow-up for actions initiated in their village
 - ▶ Officers not authorized as police in the other village
- ▶ **Consequence** – there are coverage gaps with no officer on duty in either village or with only one officer on duty at peak times (Friday/Saturday evenings)

Example of a Coverage Gap



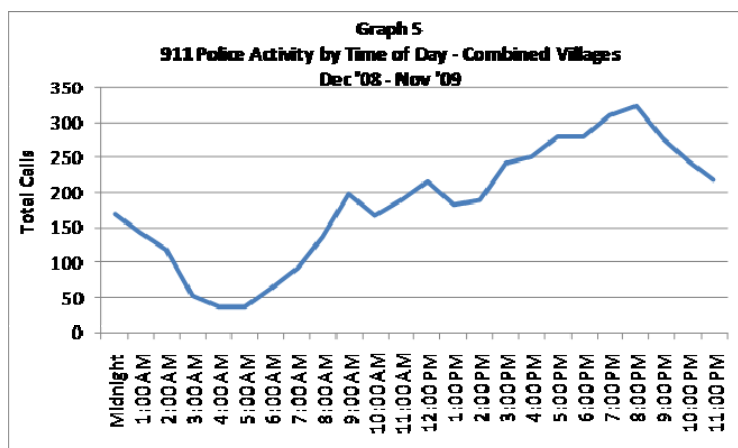
Coverage Gap Findings

- ▶ Coverage gaps ranged from 5.4% of hours in a month to 11.7% of hours. Average for 6 months was 7.7%
- ▶ Coverage gaps occur at night and early morning:
 - ▶ 89% between midnight and 6 a.m.
 - ▶ 11% between 6 a.m. and noon
- ▶ This corresponds to low police activity periods
- ▶ Sheriff patrols and State Police provide response in both villages when there gaps in village police coverage
- ▶ Also low coverage gaps – only one officer on duty between both villages on Fri/Sat nights. Occurred 9% of sample days for 6 months

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Police Events Pattern Over 24 Hours



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Summary of Findings (3)

- ▶ Demands for Service are Changing
 - ▶ Increasing population and shift in population characteristics
 - ▶ Impact of Fort Drum
 - ▶ Housing impact in Carthage
 - ▶ Increase in traffic on major routes affects traffic enforcement
 - ▶ Impact of increased commercial development in West Carthage
 - ▶ Police escort now required for ambulance/EMS response to certain high risk incidents

Option 1 – Maintain Status Quo

- ▶ **Impact - no change**
 - ▶ Will continue service gaps unless more officers hired
 - ▶ Will limit police ability to respond to changes noted
 - ▶ Continues we/they approach to policing in the area
 - ▶ No impact on current costs or budgets unless more officers hired

Option 2 – Enhanced Status Quo/Shared Services

- ▶ **Impact – reduces service gaps**
 - ▶ Retain two completely separate departments
 - ▶ Coordinate staff schedules to reduce coverage gaps
 - ▶ Villages agree to provide police authority to officers from the other village
- ▶ **Challenges**
 - ▶ Requires villages to agree to coordinate schedules
 - ▶ Requires villages to allow other village officers to respond
 - ▶ May require Carthage union contract to be more flexible
- ▶ **Cost Impact**
 - ▶ Little impact on total current costs unless more officers hired

Option 3 – Separate Departments but Shared Command Staff (1)

- ▶ Develop an Article 5-G shared services agreement
- ▶ Model – Villages of Cambridge and Greenwich
 - ▶ Villages share a single Police Chief 50/50 who commands both police forces
 - ▶ Each village keeps its own police force and officers
 - ▶ Chief can deploy officers between villages as needed
 - ▶ Joint costs split by a formula – Chief, Chief’s car, etc.
 - ▶ Village boards appoint a joint police committee to provide management oversight to the Chief

Option 3 – Separate Departments but Shared Command Staff (2)

- ▶ **Impact – Provides integrated management of police services in both villages**
 - ▶ Villages keep separate departments and employees
 - ▶ Joint Chief creates integrated scheduling and response
 - ▶ Officers patrol either village as directed by the Chief
- ▶ **Challenges**
 - ▶ Requires villages to agree
 - ▶ Requires villages to allow other village officers to respond
 - ▶ May require Carthage union contract to be more flexible
- ▶ **Cost Impact**
 - ▶ Little impact on total current costs unless more officers hired
 - ▶ Jointly sharing the Chief would spread costs to both villages

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Option 4 – Create Single Consolidated Department (1)

- ▶ Develop a Section 121-a consolidated department
- ▶ No existing models, but clearly allowed by law
 - ▶ Villages create a single department that serves both villages
 - ▶ Officers can remain as employees of their current villages
 - ▶ Chief can deploy officers between villages as needed
 - ▶ Joint costs split by a formula – Chief, Chief’s car, etc.
 - ▶ Village boards appoint a joint police committee to provide management oversight to the Chief
 - ▶ Cars would say something like “Greater Carthage P.D.”

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Option 4 – Create Single Consolidated Department (2)

- ▶ **Impact – Provides true integrated management of police services in both villages**
 - ▶ One larger department serves both villages
 - ▶ Chief assigns officers within both villages to meet needs
 - ▶ Provides more flexibility to cover gaps
- ▶ **Challenges**
 - ▶ Requires villages to agree
 - ▶ Requires voters in both villages to approve the proposition
 - ▶ May require Carthage union contract to be more flexible
- ▶ **Cost Impact**
 - ▶ Little impact on current costs unless more officers hired
 - ▶ Jointly sharing costs will shift costs between villages

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Option 5 – Contract for Police Services (1)

- ▶ Either village could contract with the other to provide coverage
- ▶ Or, could contract with the County Sheriff to provide coverage
 - ▶ Example of a village contracting with the Sheriff – Village of Corinth and Saratoga County Sheriff

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Option 5 – Contract for Police Services (2)

- ▶ **Impact – A village could eliminate its department**
 - ▶ Benefit – reduce costs and avoid the management and liability issues
 - ▶ Village would contract for the number of hours and coverage desired
- ▶ **Challenges**
 - ▶ Village loses management control
 - ▶ Voter approval might be needed
 - ▶ Question if other agency can provide desired services
- ▶ **Cost Impact**
 - ▶ Puts cap on police costs – simplifies budgeting
 - ▶ Not clear that will reduce costs especially for the Sheriff option

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Model for Sharing Costs

- ▶ Suggest using the joint water/sewer board model for police
- ▶ Suggest sharing new incremental costs
 - ▶ Have villages keep current costs as their base
 - ▶ For new costs, or shared costs, split using a formula
- ▶ Model formula – Carthage = 71%, West Carthage = 29%
 - ▶ Based on 5 variables from both villages:
 - ▶ Population
 - ▶ Land Area
 - ▶ Housing Units
 - ▶ Total Spent on Police in 2009
 - ▶ Police Hours Paid

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