

**AN ANALYSIS OF
SHARED POLICE SERVICES**

BETWEEN

**VILLAGE OF IRVINGTON
AND
VILLAGE OF DOBBS FERRY**

**INCORPORATED VILLAGES WITHIN THE TOWN OF GREENBURGH
WESTCHESTER COUNTY, NEW YORK**

PREPARED BY:

**GEORGE N. LONGWORTH, ESQ., CHIEF, DOBBS FERRY POLICE DEPARTMENT
LAWRENCE SCHOPFER, CPA, ADMINISTRATOR/TREASURER, VILLAGE OF IRVINGTON
ANTHONY GIACCIO, M.P.A., ADMINISTRATOR, VILLAGE OF DOBBS FERRY
SARA DIGIACOMO, M.S., TREASURER, VILLAGE OF DOBBS FERRY
DONALD E. MARRA, M.S., FORMER ADMINISTRATOR, VILLAGE OF IRVINGTON**

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I. Overview

In April 2007, Irvington Mayor Erin Malloy contacted Dobbs Ferry Mayor Joseph Bova to suggest that the two villages, contiguous neighbors in the Westchester County Town of Greenburgh, might be able to achieve significant savings to taxpayers by sharing their police services. To that end, the Village Administrators of Irvington and Dobbs Ferry were instructed to conduct this study and report to their respective Boards the feasibility and prospective efficiency of sharing police services between the two incorporated villages.

II. Executive Summary

New York State is encouraging public entities to explore cost-saving scenarios through its Shared Municipal Services Incentive Program. SMSI is a competitive program for two or more units of local government to apply together for state assistance to cover those costs associated with the development of projects which could achieve savings and improve municipal efficiency through shared services, cooperative agreements, mergers, consolidations, and dissolution. SMSI has a budget of **\$25 million** in calendar year 2007. If the Boards of Trustees of Irvington and Dobbs Ferry wish to explore the feasibility of sharing services in greater detail after reviewing this analysis, funding is available under SMSI.

This analysis concentrates on three potential options for sharing services:

- The creation of an Inter-Municipal Agreement providing for dispatching and/or criminal investigations
- Merging one of the existing police agencies into the other

- Creating a new police agency from the two existing Departments

This study includes an analysis of the following:

- Present Organizational Structure of Departments
- Comparison of Collective Bargaining Agreements
- Legal Considerations
- A “Model Police Department” of Full Consolidation

This study concentrates on answering the following questions regarding each potential option:

- What are the advantages and disadvantages of each option?
- What are the legal considerations regarding each option?
- What are the financial considerations associated with each option?

In this study, we have determined that a reduction in costs to both villages is possible by adopting any of the three scenarios presented within. Annual savings versus present spending levels range from an approximate combined \$100,000 to \$1,273,361 to the two villages, or an average of \$50,000 to \$636,681 per village, per annum. *Whether any of these three scenarios is feasible to the officials of either village, Irvington or Dobbs Ferry, and to citizens of both municipalities, is, like any other fiscal matter, a decision that carries with it potential political ramifications.* In addition, further legal opinion must be conclusive in adapting Scenario C (Full Consolidation). But savings can be made, in varying amounts, owing to the efficiencies outlined within.

We hope this study is a helpful tool as both villages consider the merits of merging police services in the best interest of taxpayers and citizens in the two villages.

III. Legal Considerations

This analysis of legal considerations of the three scenarios discussed here was prepared by Bond, Schoeneck & King PLLC, a prominent New York State Law firm.

a. Scenario A: “Shared Services” Inter-municipal Agreement

A “shared services” Inter-municipal Agreement would be a formal arrangement made between Dobbs Ferry and Irvington, whereby each municipality agrees to provide certain emergency or regular police services for the other. This type of Inter-municipal Agreement, or municipal cooperation agreement, is governed by Article 5-G (§119-m, *et al.*) of the New York State General Municipal Law (“GML”). Article 5-G provides the most general grant of authority to empower local governments in New York State to act cooperatively or jointly in order to provide services or facilities in an efficient and economical manner.

Since both Dobbs Ferry and Irvington individually maintain the statutory authority to create their Police Departments by virtue of New York State Unconsolidated Laws §5711-q, an Article 5-G Inter-municipal Agreement is permitted.

GML §119-o(1) provides that “municipal corporations” may enter into, amend, cancel and terminate agreements for the performance among themselves or “one for the other” of their respective functions, powers and duties on a cooperative or contract basis, or for the provision of a joint service.

N.Y.S. Comptroller’s Opinion, 2000-24.

In this scenario, Dobbs Ferry and Irvington would each adopt its own “mutual sharing plan” pursuant to GML §119-o[3]. These plans would allow the respective villages to “undertake

or receive any joint service on behalf of or by another municipal corporation which has adopted a mutual sharing plan." *It is a joint commitment that requires action by both villages.* These plans would be adopted by local law or resolution and could detail (among other things) the following: a) the officers and services to be involved; b) limitations on the joint services; and c) reimbursement arrangements and liability. Each village would be responsible for the salaries and benefits of its individual employees.

The "shared services" type of Inter-municipal Agreement might work as follows: Irvington could assume all police dispatch responsibilities in Dobbs Ferry and Irvington. If there were a domestic disturbance in Dobbs Ferry, for example, a call to Police would come into Irvington Police Headquarters, and IPD Dispatch would then assign the closest available patrol officer(s) to respond. In the case of a Dobbs Ferry call, the responding unit would probably be a Dobbs Ferry Police Officer. This would eliminate the need for Dobbs Ferry to retain individuals employed solely as dispatchers. In exchange for these dispatch-related services, Dobbs Ferry might assume all Detective responsibilities in Irvington. If a burglary were reported in Irvington, a Dobbs Ferry Detective would respond and handle the case. This would eliminate the need for Irvington to maintain a separate detective division within its Police Department.

These are merely examples intended to illustrate a larger point. The Boards of Trustees, in consultation with the Chiefs of Police in both Dobbs Ferry and Irvington, would determine the exact nature of a "shared services" agreement between the two municipalities.

Often, "mutual aid" is a term used to describe a certain level of emergency cooperation between various Police Departments, usually within close geographic proximity. The type of "shared services" Inter-municipal Agreement that is contemplated here would extend beyond the "emergency" context and into areas where regular police duties are performed. Both Police

Departments would remain separate, autonomous entities, but would pool their resources to provide more efficient and fiscally-responsible services.

b. Scenario B: Wherein one Village “Contracts Out” All Police Services To The Other Village

A second option would be for one of the villages to abolish its Police Department altogether and, in effect, “contract out” its police services to the other village. *This arrangement, which sets up a provider-recipient relationship between the two communities, would be more complicated from a legal, political, and practical perspective than the “shared services” Inter-municipal Agreement outlined in Scenario “A.”*

First, Article 5-G (GML §119-o[1]) requires municipalities whose Police Departments were created by virtue of the powers vested in the local board of trustees by Unconsolidated Laws §5711-q¹ to abide by any public hearing or mandatory/permissive referendum requirements also located in that “special” law. Therefore, while §5711-q permits a village “...board of trustees or municipal board acting as police commissioners of each village...” to *create/establish* a Police Department for such village, it correspondingly requires the voters of such village to determine if the Police Department will ultimately be *abolished* —

The board of trustees may submit to the qualified voters of the village at general or special election a proposition to abolish a police department established pursuant to this section and upon the adoption thereof by a majority of the qualified voters of the village voting upon the proposition, the department shall be deemed abolished.

Unconsolidated Laws § 5711-q(4).

¹ Unconsolidated Laws § 5711-q is a “special” statute that solely and exclusively governs village police departments located in Westchester County. See § 5711-q(1).

This means that either Dobbs Ferry or Irvington would have to submit the issue of abolishing its Police Department to its voters. There is case law rejecting an attempt by a village in New York State to *de facto* abolish its Police Department without the required public referendum. [Reference: Brittain v. Village of Liverpool, 172 Misc.2d 201 (Sup. Ct. Onondaga Cty. 1997)]. In that case, the village at issue contracted with the City of Syracuse to provide all of its services, while maintaining the corporate shell of the Police Department with no one working in it. The court found this violated the law and was in fact an abolition of the Police Department, which required a public referendum. As such, *the public referendum requirement cannot be avoided since the Police Department is actually or effectively being abolished.*

If one Police Department is abolished, that municipality could contract with a neighboring jurisdiction to provide police coverage. This contract would take much the same form as the Inter-municipal Agreement outlined in GML §119-o[1]. This law requires the governing body of each participating village to approve the Inter-municipal Agreement “...by a majority vote of the voting strength of its governing body.” *GML §119-o[1]*. “Voting strength” is then defined as “...the aggregate number of votes which all the members of the local governing body of a municipal corporation or district are entitled to cast.” *GML §119-n[e]*. This is merely a complex statutory way of stating that if a Village Board consists of five members, and three of those members vote in favor of the proposed Inter-municipal Agreement, it is passed/adopted — even if the other two members are absent altogether. It would not be the “mutual sharing plan” set forth in GML §119-o[3] because there would be no “mutuality,” with one Department having been completely abolished.

Second, Article 5-G of the General Municipal Law also contains several specific areas that may need to be incorporated into this Inter-municipal Agreement² (depending on its complexity and scope), including (but not limited to):

- A method/formula for equitably allocating revenue and costs;
- The manner of employing and compensating personnel³;
- The acquisition, ownership, custody, operation maintenance, and lease and sale of property; and
- The manner of handling any liabilities that might be incurred in the new operation.

There are other operational and financial elements to an Inter-municipal Agreement that may need to be included once an arrangement has been selected by Dobbs Ferry and Irvington. Importantly, the terms of these agreements are generally limited to five years.

c. Scenario C: Wherein a new Police District is created from the two existing police departments

The third type of municipal arrangement considered in this study is the most complicated to establish, and we are still exploring its legality. Much as in the above scenario— where either Dobbs Ferry or Irvington puts the issue of abolishing its own Police Department to its voters by referendum— here, *both Departments would be abolished in favor of the creation of a new joint Police Department to serve both villages.*

In this scenario, the creation of a new police agency serving the two villages would incorporate the identity of each into its new name: “Dobbs Ferry-Irvington Police Department,”

² While Article 5-G does not expressly require the Inter-municipal Agreement to be in writing, it should be so detailed from a practical perspective and in order to provide the desired transparency of the new arrangement.

³ The provisions of Civil Service Law (§ 83-A) and Unconsolidated laws § 5711-q(7) may also be implicated here.

for example, or “Irvington/Dobbs Ferry Police Department.” Retaining local identity is crucial to winning acceptance by citizens.

Crucially, while other provisions in the General Municipal Law (§121-a) specifically contemplate arrangements where a joint *town* and village Police Department is created, there is no express legislation for the creation of a joint “*Village-Village*” Police Department. Unconsolidated Laws §5711-q also does not seem to address the concept of a joint Village-Village Police Department. Section 4 of §5711-q specifically empowers the Village Board to create “... a Police Department in such village...” and thereafter hold a special referendum to abolish its Police Department. There is no specific authority in the statute for Village Board(s) to create a Police Department covering two or more villages. However, with the abolition of both Departments there would be no Police Department left in existence to provide services to the other village pursuant to an Inter-municipal Agreement.

There are Opinions of the NYS Attorney General (No. 92-17) that conclude “two villages may enter into a municipal cooperation agreement whereby they assist one another in the provision of law enforcement.” These, however, justify the first two types of arrangements in this report, but not a true “joint department.”

If Dobbs Ferry and Irvington both wanted to abolish their individual Police Departments in favor of a true single Department providing police protection to both villages, *further legal review is necessary*. Since there will invariably be Taylor Law issues regarding the personnel employed in both Police Departments, it would be helpful to have copies of the most current police contracts for both Dobbs Ferry and Irvington sent to us. We would also suggest seeking a formal Advisory Opinion from the N.Y.S. Attorney General and N.Y.S. Comptroller on this

issue. While these Opinions would not preclude judicial review at a later stage, they would be helpful.

d. Inter-Governmental Relations Councils

To help Dobbs Ferry and Irvington explore the issues involved with implementing the types of Inter-municipal Agreements outlined above, GML §239-n authorizes local governments to create “inter-governmental relations councils” that consist of any combination of cities, towns, villages, etc. These councils are empowered to, among other things:

- Make surveys and studies and conduct research programs to cure local problems and improve administration/services;
- Provide a forum to explore all ramifications of these Inter-municipal Agreements;
- Operate as a purchasing consortium to buy goods and equipment for participating municipalities.

This type of council may be beneficial to Dobbs Ferry and Irvington, depending on the time frame for this consolidation of services.

IV. Present Organizational Structure of Departments

The following is a comparison of budget allocations, personnel, and assets of each Police Department for the fiscal year 2007/2008.

a. 2007/2008 Budget

	<u>Dobbs Ferry</u>	<u>Irvington</u>
POLICE DEPARTMENT		
Full-time personnel	\$2,653,806	\$1,997,538
Overtime	198,170	225,000
School crossing guards (part-time)		17,156
Total Personnel	2,851,976	2,239,694
 Equipment purchase	 40,000	 20,000
Support services	3,000	6,500
Supplies	30,000	14,000
Office supplies	16,500	6,500
Postage	1,700	1,000
Travel and education	5,000	15,000
Professional fees	2,000	1,500
Membership dues	n/a	1,500
Equipment repair	1,500	2,500
Office and computer equipment repair	6,000	20,000
Vehicle maintenance	30,000	17,000
Uniforms	41,000	20,000
Telephone	47,000	t/k
Vehicle Leases	5,900	t/k
Maintenance Contracts	52,100	t/k
Investigations	5,000	t/k
Total Contractual	246,700	105,500
 Total POLICE DEPARTMENT	 \$3,138,676	 \$2,365,194
 PARKING ENFORCEMENT		
Parking enforcement officers (part time)	\$77,310	\$28,854

	<u>Dobbs Ferry</u>	<u>Irvington</u>
Supplies	5,500	3,000
Equipment repair	2,500	200
Uniforms	2,500	400
Total Contractual	10,500	3,600
Total PARKING ENFORCEMENT	\$87,810	\$32,454
TRAFFIC CONTROL		
(SCHOOL CROSSING GUARDS)		
Part time personnel	\$120,000	
Supplies	2,000	
Uniforms	1,750	
Total Contractual	3,750	
Total TRAFFIC CONTROL	\$123,750	n/a
JAIL		
Part time personnel	\$1,000	
Equipment purchase	2,000	
Supplies	2,000	
Prisoner Meals	500	
Total Contractual	2,500	
Total JAIL	\$5,500	n/a
SAFETY OFFICER		
Stipend	3,000	
Supplies	7,500	
Total SAFETY OFFICER	\$10,500	n/a
EMPLOYEE BENEFITS		
Retirement	\$430,000	394,086
FICA	233,576	181,081
Life/Health/Dental/Vision	568,946	699,098
Unemployment Insurance	15,000	2,244
Workers Compensation	126,500	60,006
Total EMPLOYEE BENEFITS	\$1,374,022	\$1,336,515
GRAND TOTAL	<u>\$4,740,258</u>	<u>\$3,734,163</u>

b. Following is the cost of employing a First Grade Police Officer (after four years of service) as of June 1, 2007; less any overtime which might be accrued:

	<u>Dobbs Ferry</u>	<u>Irvington</u>
Patrol Officer Grade 1: Salary	\$83,800	\$ 83,853
Holiday Pay	3,853	3,870
Longevity	1,000	1,290
Social Security	5,196	5,199
Medicare	1,215	1,216
Workers Compensation	4,518	2,029
Retirement	12,992	12,578
Health	15,516	16,052
Dental	1,272	2,231
Uniform allowance	1,000	950
Life Insurance	125	41
Total Benefits	\$46,687	\$ 45,456
Total Expense	\$130,487	\$129,309

c. Deployment of Personnel and Assets

i. Overview of the Dobbs Ferry Police Department

The Dobbs Ferry Police Department is comprised of 28 (twenty-eight) full-time sworn Police Officers and 21 (twenty-one) non-sworn personnel.

The 28 sworn personnel are as follows: one (1) Chief of Police, two (2) Lieutenants, seven (7) Sergeants, and eighteen (18) Police Officers.

The 21 non-sworn personnel include one (1) full-time Parking Enforcement Officer, two (2) part-time Parking Enforcement Officers, four (4) part-time civilian dispatchers, two (2) part-time secretaries, ten (10) school crossing guards, and two (2) Riverfront Parking Enforcement Officers, who enforce parking regulations at the Waterfront Park during the summer months.

Of the two Lieutenants, one is Commanding Officer of the Patrol Division and Executive Officer of the Police Department; the other is Commanding Officer of the Detective Division. Of the seven Sergeants, six are Patrol Supervisors of the uniformed personnel, and one is the Department's Youth Officer/School Resource Officer. Three Police Officers hold the rank of Detective, which is a specialist position requiring a higher level of expertise for criminal investigations. Two of the Detectives are assigned to general investigations; the third is assigned to the Town of Greenburgh Drug and Alcohol Task Force. The remaining fifteen Police Officers are assigned to the Patrol Division.

DFPD's Patrol Division is staffed by a steady "midnight shift," whose actual hours are 11:00 p.m. to 7:00 a.m., and which includes two Sergeants and four Patrol Officers. Six personnel can staff this tour of duty because it is the time period when there is the least demand for police service. The midnight shift can function with two Officers on patrol, if necessary, in the event of illness or unscheduled absence. The remaining fifteen members of the Patrol Division, and the Commanding Officer, staff the day/evening shift, which requires a much higher level of service. This level of staffing insulates the Department from overtime any time a member is sick or has an unscheduled emergency absence.

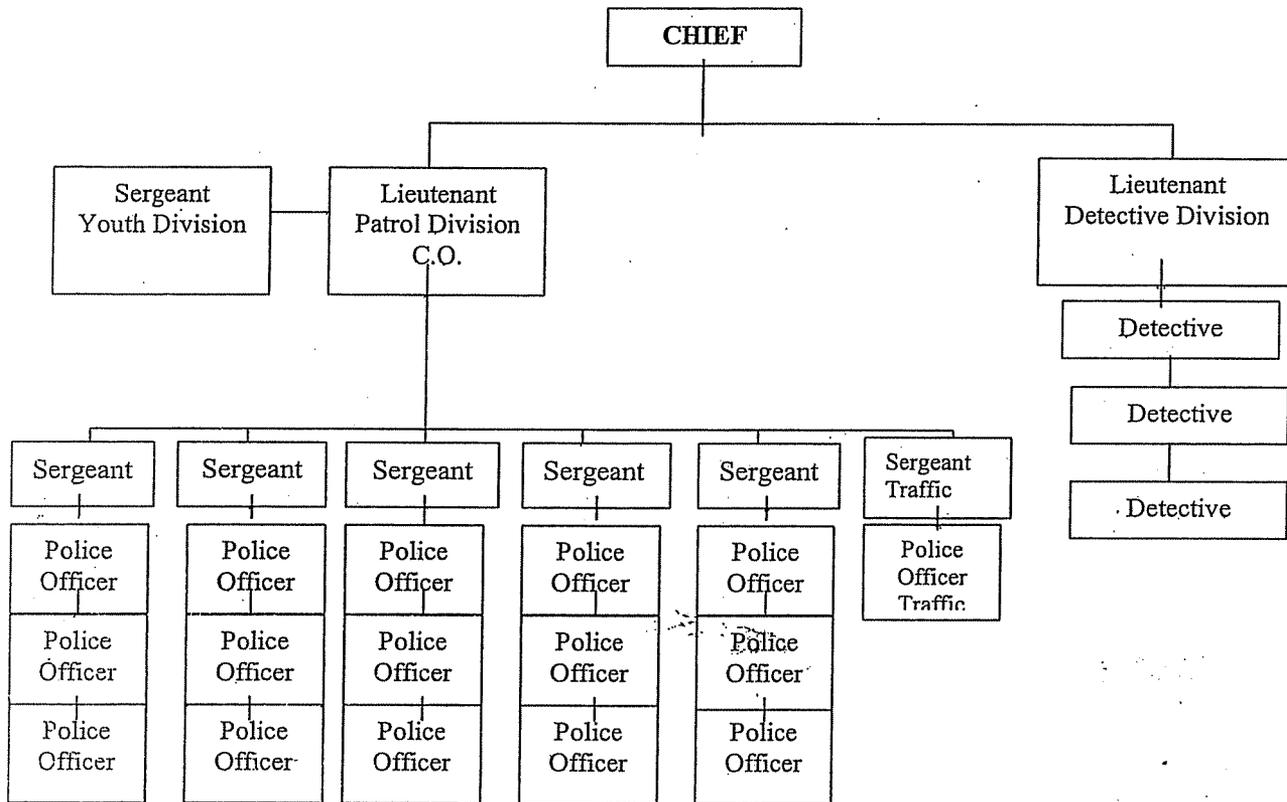
The Lieutenant in charge of Patrol works Monday through Friday on the 7:00 a.m. to 3:00 p.m. shift and assumes the roll of Patrol Supervisor on this shift.

Two other Officers— one Sergeant and one Police Officer— are assigned to the 3:00 p.m. to 11:00 p.m. shift, Tuesday through Saturday, and Sunday through Thursday, respectively. The remaining twelve sworn members, four of whom are Supervisors, are assigned to the two-tour rotation, in a 3:00 p.m. to 11:00 p.m. day/evening shift — four days on, two days off— resulting in a minimum of six Officers scheduled for each Patrol tour before any leave is granted.

When a full complement is present, two Officers are assigned to the "sectors," which are the areas of the Village designated for both Patrol and response to calls for service. A Sergeant is assigned as the Patrol Supervisor, and responds as backup to calls in either sector or to any event deemed as "sensitive" or which could potentially require supervision.

Part-time civilian dispatchers have been integrated to perform desk duty, thereby freeing up one additional sworn Officer for other assignments. This additional Officer may then be given special assignments, including selective traffic enforcement, crime prevention, Marine Patrol on the Hudson River, Bicycle Patrol, or Training. These staffing levels on the day/evening shift effectively eliminate incidental overtime, which occurs from sick leave calls or unanticipated absences.

ii. Dobbs Ferry Police Department Organizational Chart



iii. Dobbs Ferry Police Department Patrol Work Schedule

	1	2	3	4	5	6	7	8	9	10	11	12
SGT 1	8	8	8	8			4	4	4	4		
PO1		8	8	8	8			4	4	4	4	
PO2			8	8	8	8			4	4	4	4
PO3	4			8	8	8	8			4	4	4
SGT2	4	4			8	8	8	8			4	4
PO4	4	4	4			8	8	8	8			4
PO5	4	4	4	4			8	8	8	8		
PO 6		4	4	4	4			8	8	8	8	
SGT3			4	4	4	4			8	8	8	8
PO7	8			4	4	4	4			8	8	8
PO8	8	8			4	4	4	4			8	8
PO9	8	8	8			4	4	4	4			8
SGT4	12	12	12	12			12	12	12	12		
PO10		12	12	12	12			12	12	12	12	
PO11			12	12	12	12			12	12	12	12
SGT5	12			12	12	12	12			12	12	12
PO12	12	12			12	12	12	12			12	12
PO13	12	12	12			12	12	12	12			12

243.33 Day Work Schedule Scooter chart and steady 12-8

- 5 Sergeants rotating
- 1 Sergeant steady evenings
- 13 Police Officers rotating
- 1 Police Officer steady days
- 1 Police Officer steady evenings
- 21 Members assigned to patrol**

iv. Overview of Irvington Police Department

As of June 30, 2007, the Irvington Police department consists of twenty-two (22) full-time sworn Police Officers and five (5) non-sworn civilian personnel. IPD was previously budgeted for 23 sworn personnel.

The 22 current sworn personnel are: one (1) Chief of Police, one (1) Lieutenant, six (6) Sergeants, and fourteen (14) Police Officers.

The five (5) non-sworn personnel are: one (1) full time Executive Assistant, one (1) part-time Parking Enforcement Officer, two (2) part-time School Crossing Guards, and one (1) Police Matron (paid on a *per diem* basis).

The Lieutenant is Executive Officer of the Police Department and Commanding Officer of both the Patrol Division and the Detective Division. Of the six Sergeants, four are Patrol Supervisors, one is an Administrative Sergeant, and one is a Detective Sergeant/Youth Officer. Of the remaining fourteen Police Officers, thirteen are assigned to the Patrol division, and one is assigned to the Town of Greenburgh Drug and Alcohol Task force.

The Lieutenant works Monday through Friday on the 8:00 a.m. to 4:00 p.m. tour and is Patrol Supervisor and Detective Division commander on this shift.

The Administrative Sergeant is responsible for the department's computer systems. This assignment ensures that the security and integrity of the computer systems is maintained. This Sergeant requires a greater technical knowledge of computers. In addition to maintaining the computers, the Administrative Sergeant is the Accreditation Manager, and is currently working on State re-accreditation of the department. The Administrative Sergeant's shift is 12:00 p.m. to

8:00 p.m., overlapping the 8-4 and 4-12 tours. By staffing these hours, this reduces overtime and provides additional manpower during the busiest time of the day.

The Detective Sergeant/Youth Officer is a specialized position requiring a higher level of expertise for criminal investigations, general investigations and any dealings with juveniles as needed.

The Irvington Police Department's Patrol Division is staffed by four rotating shifts, which covers the clock rotation and includes a down-tour for relief time off. There are no steady tours. The time rotation of the tours is as follows: 12 a.m.-8 a.m., 8 a.m.-4 p.m., and 4 p.m.-12 a.m. Each tour consists of a Sergeant and three Patrol Officers and in the event of scheduled or unscheduled absence the tour is still able to function with two officers on patrol and a Desk Officer, thus reducing the cost or need for overtime.

There are no civilian dispatchers.

Additional assignments for Patrol Officers include the Town of Greenburgh SWAT team, DARE Program, Selective Traffic Enforcement (SEAS), Crime Prevention, Bicycle Patrol, Training, and Community Relations.

Specialized training, such as breath-test operator, radar, criminal investigations, forensics, evidence collection, sexual assault, child abuse, sex offender, and homicide investigation is achieved by having department personnel attend courses at training facilities throughout the state.

The department's computer systems consist of a NYSPIN terminal, an in-house network system (which utilizes the Impact program for all data entry into the system), and a new "Live Scan System," which is used for entering and processing arrests. There are five marked vehicles, and one unmarked vehicle, all with Mobile Data Terminals.

v. Irvington Police Department Organizational Chart

July, 2007

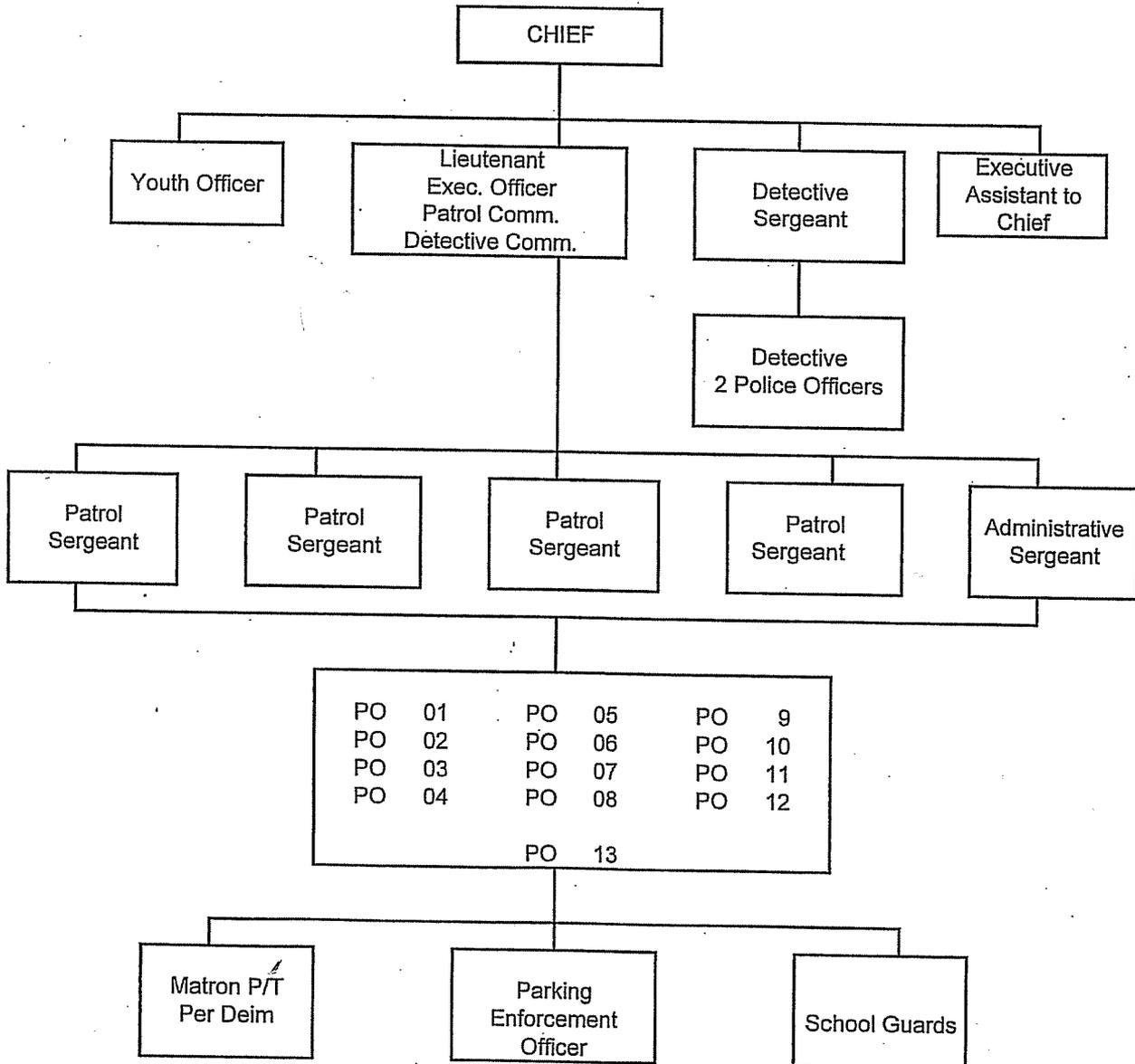
22 Officers

Sworn Members

- A. Chief
- B. Lieutenant
- C. 4 Patrol Sergeants
- D. 1 Administrative Sergeant
- E. 1 Det. Sergeant/Youth Officer
- F. 1 P.O. Assigned to TASK force
- G. 13 Police Officers Assigned to Patrol Division

Civilian Members

- A. 1 Executive Assistant
- B. 1 Parking Enforcement Officer (Part Time)
- C. 2 School Guards (Part Time)
- D. 1 Police Matron (Per Deim)



vi. Irvington Police Department Patrol Work Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
SGT 1	8	8	8	8			12	12	12	12			4	4	4	4		
PO1		8	8	8	8			12	12	12	12			4	4	4	4	
PO2			8	8	8	8			12	12	12	12			4	4	4	4
PO3	4			8	8	8	8			12	12	12	12			4	4	4
PO4	4	4			8	8	8	8			12	12	12	12			4	4
SGT2	4	4	4			8	8	8	8			12	12	12	12			4
PO5	4	4	4	4			8	8	8	8			12	12	12	12		
PO6		4	4	4	4			8	8	8	8			12	12	12	12	
PO7			4	4	4	4			8	8	8	8			12	12	12	12
SGT3	12			4	4	4	4			8	8	8	8			12	12	12
PO8	12	12			4	4	4	4			8	8	8	8			12	12
PO9	12	12	12			4	4	4	4			8	8	8	8			12
PO10	12	12	12	12			4	4	4	4			8	8	8	8		
PO11		12	12	12	12			4	4	4	4			8	8	8	8	
SGT4			12	12	12	12			4	4	4	4			8	8	8	8
PO12	8			12	12	12	12			4	4	4	4			8	8	8
PO13	8	8			12	12	12	12			4	4	4	4			8	8
PO14	8	8	8			12	12	12	12			4	4	4	4			8

243.33 Day Work Schedule

- 4 Sergeants
- 14 Police Officers
- 18 Members assigned to patrol

d. Stations and Equipment

1. The Dobbs Ferry Police Department facilities are located at 112 Main Street in the Municipal Building, which also accommodates Village Hall and one of the Fire Department facilities. The Police Department comprises 3,654 square feet of the building, which includes a cell block comprised of three units.

The DFPD's Fleet is comprised of:

- 8 marked patrol cars
- 7 unmarked cars (three of which are seized vehicles presently assigned to the Town of Greenburgh Drug and Alcohol Task Force)
- 2 motorcycles
- 2 electric cars (utilized for parking enforcement)
- 2 boats
- 1 speed trailer
- 6 bicycles

The computer system is state-of-the-art and includes a Global Positioning System (GPS), which allows supervisors to monitor the location of Police Officers at all times, thereby enhancing performance and safety.

Each vehicle is equipped with a Mobile Data Terminal, which allows Officers to prepare their reports in the field and transmit them electronically to Headquarters. Additionally, the Department utilizes a digital radio system, which includes a repeater and satellite receivers, making it one of the most effective communication systems in Westchester County. Four (4) members are also fully equipped and participate in the Town of Greenburgh SWAT Team.

2. The Irvington Police Department's facilities are located at 85 Main Street in the basement of Village Hall, which also accommodates Town Hall Theatre. The Police Department is approximately 5,000 square feet, and includes a cell block with two units.

The Irvington Police Department's Fleet is comprised of:

- 6 Marked Patrol cars

- 4 unmarked cars
- 1 speed trailer
- 6 bicycles

In addition to emergency lighting and response equipment, each automobile is equipped with a VHF radio. Unmarked vehicles are also equipped with a UHF radio. Five marked units, and one unmarked unit, are equipped with a Mobile Data Terminal.

e. Training

1. The Dobbs Ferry Police Department has been accredited since 1993 and its training standards have been in full compliance with the program mandates since the initial accreditation. Each year every member of the Department receives a minimum of twenty-one hours of in-service training, which includes firearms qualifications, use of force, legal updates, first aid and CPR. Additionally, all Supervisors as well as other selected members are trained and qualified in the use of special weapons.

Specialized training such as breath test operator, radar, criminal investigations, forensics, evidence collection, sexual assault, child abuse, sex offender and homicide investigation are achieved by deploying department personnel to various training facilities throughout the state. Members assigned to specialized units, such as marine and SWAT, are trained by members of those participating agencies as well as by experts from around New York State.

2. The Irvington Police Department also achieved accreditation in 1993, and is working toward re-accreditation. Each year, all members of IPD receive a minimum of 21 hours in-service training. This training improves the knowledge of each officer in firearms, use-of-force,

TASER, defensive tactics, and personal protection. Every other year, all sworn personnel are retrained in AED/CPR.

Note: Accreditation is a progressive and time-proven method to assist institutions and evaluate and improve their overall performance. The process involves the evaluation and updating of the organization's policies and procedures according to commonly accepted standards and goals. Accreditation status represents a significant professional achievement. In measurable terms, accreditation acknowledges the implementation of policies that are conceptually sound and operationally effective.

V. Present Level of Service

The following is a comparison of factors that determine service demands within the respective villages.

<u>Factor</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Population	10, 622	6,631
Area	2.5 square miles	2.8 square miles
Sworn Officers	28	21
Police per 1,000 residents	2.64	3.17
<u>2006 Statistics</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Calls for service	6,900	3,520
Criminal cases	657	98
Arrests (criminal)	173	48
Arrests (traffic)	167	46
Summonses (traffic)	1,704	675
Summonses (parking)	7,014	2,567
Field appearance tickets	39	43

VI. Comparison of Collective Bargaining Agreements

The following is a comparison of benefits between members of the Dobbs Ferry Police Department and the Irvington Police Department based on current Collective Bargaining Agreements for the Village fiscal year, June 1, 2007 through May 31, 2008.

a. <u>Base Wages</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Police Officer (w/ 4 years of service)	\$ 83,800	\$ 83,853
Detective (Youth Officer)	\$ 94,276	\$ 92,238
Sergeant	\$ 96,000	\$ 95,592
Lieutenant	\$107,935	\$102,720
Chief of Police	\$140,546	\$126,256
b. <u>Work Schedules</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Patrol Officers	2-Tour Rotation 243.33 days/year	3-Tour Rotation 243.33 days/year
Non-Patrol Personnel	251 days/year	245 days/year
c. <u>Annual Stipends</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Emergency Medical Technician or First Responder	\$1,000.00	None
d. <u>Longevity</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
5 Years of Service	\$1,000	.74% Over Base
10 Years of Service	\$1,250	1.00% Over Base
15 Years of Service	\$1,500	2.00% Over Base
20 Years of Service	\$2,000	
25 Years of Service	\$2,500	
e. <u>Higher Rank Assignment</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Senior Police Officer When No Supervisor is on Duty	Paid at Sergeant's Rate	Paid at Sergeant's Rate

f. <u>Overtime</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Hours Over Daily Tour (8 hours)	Time & One Half	Time & One Half
Court Appearances/Hearings (recall)	Minimum 4 hours	Minimum 4 hours

Note: Irvington Police Department Members are entitled to 30 minutes overtime/travel time for appearances within Westchester County and 1-hour overtime/travel time for appearances outside Westchester County.

g. <u>Holidays</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Holidays	12 paid	12 paid
Additional Day's Pay When Scheduled to Work	Christmas, Thanksgiving, New Year's, Easter Sunday, Veterans on Veterans Day or Memorial Day	Christmas, Thanksgiving
Double-Time Holidays	12 Major Holidays	Christmas, Thanksgiving

Note: Members of the Irvington Bargaining Unit who do not work the three-tour rotation are not required to work any of the holidays listed in their contract.

h. <u>Vacations</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Less than 1 Year of Service	10 days	
More than 1 Year of Service	15 days	9 days
2-4 Years of Service		14 days
5 Years of Service	18 days	18 days
8 Years of Service	19 days	
9 Years of Service	20 days	
10 Years of Service	22 days	22 days
15 Years of Service	25 days	24 days
Sergeants	As above	25 days

i. <u>Personal Leave</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Leave With Pay	6 days	7 days

j. <u>Bereavement Leave</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Immediate Family Members	4 paid days	7 paid days

k. <u>Sick Leave</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
At Appointment	12 days	
After Appointment	1 day per month	
1-5 years of Service		15 days per year
5+ years		18 days per year
l. <u>Sick Leave Cap</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	None	200 days Maximum
m. <u>Unused Sick Leave</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	0-50 days/no compensation	
	50-100days/\$100 per day	
	100+ days/\$200 per day	
n. <u>Uniform Allowance</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	\$1,000	\$825
o. <u>Employee Medical Contribution</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	1%of Base Wage	None
	**Up to 20 Years	
p. <u>Retirees' Health Insurance</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	No Contribution	No Contribution
q. <u>Dental Insurance</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	Village pays:	Member Pays:
	Individual \$50/Month	10% Total
	Family \$75/Month	
r. <u>Life Insurance</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	\$40,000	\$100,000
s. <u>Death Benefit</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	None	\$10,000
t. <u>Optical Insurance</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	None	Yes

u. <u>Pension</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Sections		
375i Improved Career Plan	Yes	Yes
384 25 Year _ Pay Plan	Yes	Yes
384d 20 Year _ Pay Plan	Yes	Yes
341 Unused Sick Allowance	Yes	No
v. <u>Chart Days</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
5 days on/2 days off, 1-Tour Rotation	6 Chart Days	None
5 days on/2 days off, 2-Tour Rotation	9 Chart Days	None
w. <u>Training Days</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
Unpaid Appearances for Training	2 Training Days	3 Training Days
x. <u>Jury Duty</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
During Tour of Duty	Paid Leave	Paid Leave
y. <u>Drug and Alcohol Testing Policy</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	Random Testing	No Policy
z. <u>School Reimbursement</u>	<u>Dobbs Ferry</u>	<u>Irvington</u>
	None	\$1,000

VII. Options for Sharing Services

a.) An Inter-Municipal Agreement providing limited Sharing-of-Services, such as Dispatching and Criminal Investigations

This model merges some services of each village while maintaining the identities of both. Shared services are usually limited to staff and support such as communications, training, etc. This model is usually easier to effect than a complete merger, since it is not complicated and the municipalities maintain their own identities. Since each Department maintains its own patrol force, community fears of losing traditional levels of service are minimized. However, maximum cost saving is not scheduled because there remains some duplication of efforts as opposed to options "b" and "c".

b.) Merging one of the Existing Agencies into the other

In this case, one village contracts with another to obtain a specific level of police protection, usually on a twenty-four (24) hour a day basis. This model has some disadvantages. The village receiving police services via a contract would relinquish daily control over that service. The village's control would be limited by the terms of the contract.

c.) Creating a New Law Enforcement Agency

This is the ultimate step in consolidation of services. A new governmental agency is established, and all existing agencies are abolished. This model usually provides the greatest cost saving for each village.

VIII. A Model Police Department of Full Consolidation

a. Overview of a “Model Police Department” of Full Consolidation

The full consolidation of both Departments under option “b” or “c” would result not only in significant savings, but would provide for enhanced services. Through consolidation, both Departments would utilize their manpower more effectively and efficiently. The number of cars on patrol would actually increase by the elimination of one (1) Desk Officer and the elimination of redundancy in support positions.

A new Police Department serving Irvington and Dobbs Ferry would be comprised of forty-three (43) full-time sworn police officers. The breakdown of sworn personnel would be thus:

One (1) Chief of Police

Two (2) Lieutenants— Patrol Commander; Detective Commander

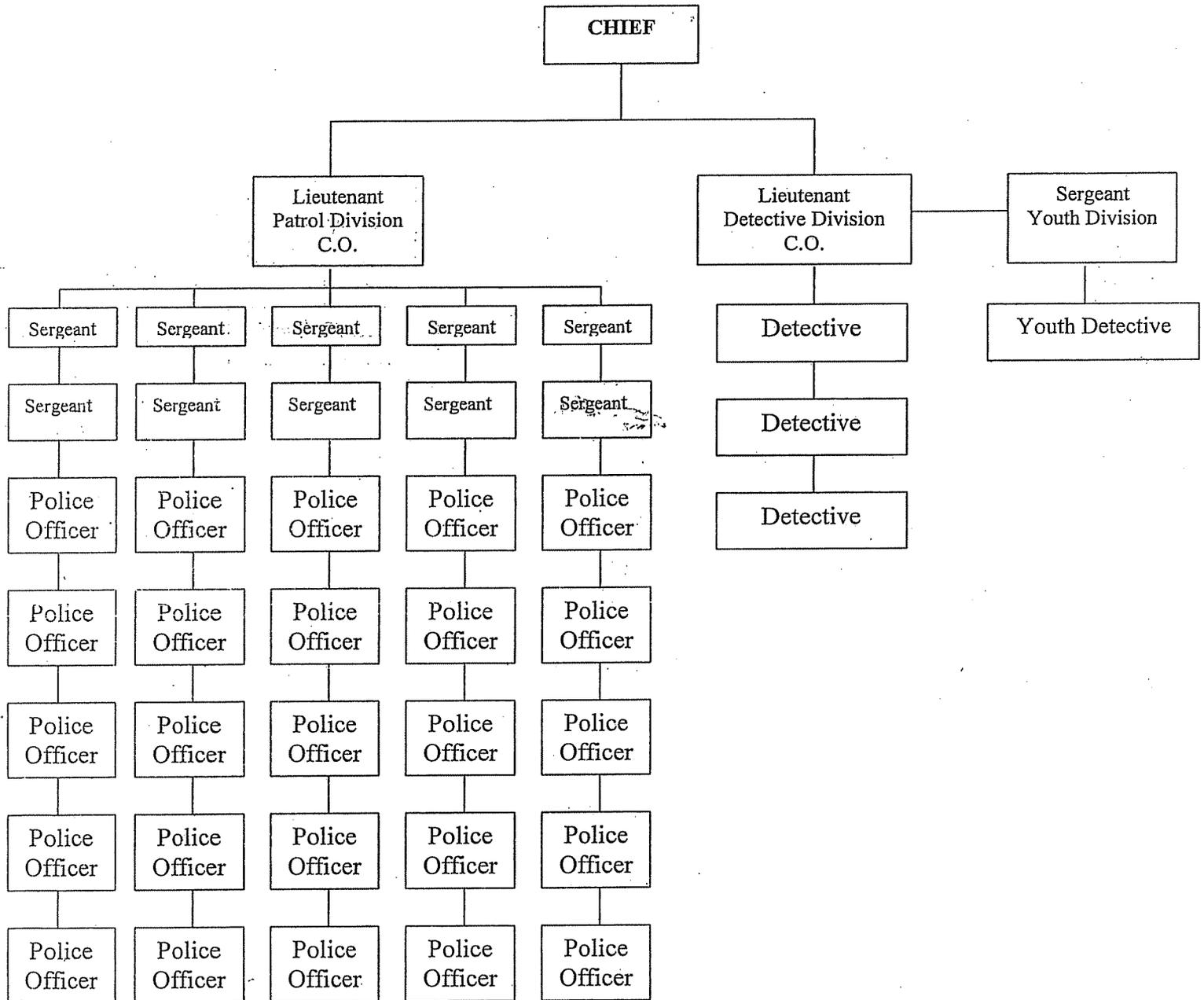
Eleven (11) Sergeants— 10 in Patrol; 1 Detective

Twenty-nine (29) Police Officers— 25 Patrol; 4 Detectives

(One sergeant and one Police Officer would be assigned to Youth Division)

Total Personnel: 43 sworn officers

b. Model Police Department Organizational Chart



c. The Mission of the Patrol Division

Patrol is the most fundamental of all law enforcement operations. Uniformed Police Officers assigned to conspicuous patrol vehicles provide the most essential service for which the Police Department was established. The patrol force seeks to prevent criminal activity by creating the appearance of its omnipresence, thus generating the impression that offenders will be immediately apprehended.

Patrol responsibility is not limited to the prevention of crimes and the apprehension of offenders. The patrol force is also a service unit, providing assistance and emergency care in the event of injury, sickness, loss of property, or even citizen inconvenience. Uniformed officers are usually the first and sometimes the only contact the public has with the Police Department. The importance of adequate staffing, deployment, supervision and training for patrol can hardly be overemphasized.

d. Scheduling Advantages of Model Patrol Division

For the purposes of this model, an enhanced work schedule which exceeds the benefits of either Collective Bargaining Agreement would adequately and more efficiently staff both communities. The recommended Patrol work schedule would be four (4) days of work with seventy two (72) hours off between amounting to two hundred thirty eight (238) work days per year.

The following is an illustration of the work schedule that would be recommended for the new Department:

(Model Patrol Work Schedule)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
<u>SGT 1</u>	8	8	8	8			4	4	4	4				12	12	12	12		
<u>SGT 2</u>	8	8	8	8			4	4	4	4				12	12	12	12		
<u>PO 1</u>	8	8	8	8			4	4	4	4				12	12	12	12		
<u>PO 2</u>	8	8	8	8			4	4	4	4				12	12	12	12		
<u>PO 3</u>	8	8	8	8			4	4	4	4				12	12	12	12		
<u>PO 4</u>	8	8	8	8			4	4	4	4				12	12	12	12		
<u>PO 5</u>	8	8	8	8			4	4	4	4				12	12	12	12		
<u>SGT 3</u>	12	12			8	8	8	8			4	4	4	4				12	12
<u>SGT 4</u>	12	12			8	8	8	8			4	4	4	4				12	12
<u>PO 6</u>	12	12			8	8	8	8			4	4	4	4				12	12
<u>PO 7</u>	12	12			8	8	8	8			4	4	4	4				12	12
<u>PO 8</u>	12	12			8	8	8	8			4	4	4	4				12	12
<u>PO 9</u>	12	12			8	8	8	8			4	4	4	4				12	12
<u>PO 10</u>	12	12			8	8	8	8			4	4	4	4				12	12
<u>SGT 5</u>			12	12	12	12			8	8	8	8			4	4	4	4	
<u>SGT 6</u>			12	12	12	12			8	8	8	8			4	4	4	4	
<u>PO 11</u>			12	12	12	12			8	8	8	8			4	4	4	4	
<u>PO 12</u>			12	12	12	12			8	8	8	8			4	4	4	4	
<u>PO 13</u>			12	12	12	12			8	8	8	8			4	4	4	4	
<u>PO 14</u>			12	12	12	12			8	8	8	8			4	4	4	4	
<u>PO 15</u>			12	12	12	12			8	8	8	8			4	4	4	4	
<u>SGT 7</u>	4	4	4				12	12	12	12			8	8	8	8			4
<u>SGT 8</u>	4	4	4				12	12	12	12			8	8	8	8			4
<u>PO 16</u>	4	4	4				12	12	12	12			8	8	8	8			4
<u>PO 17</u>	4	4	4				12	12	12	12			8	8	8	8			4
<u>PO 18</u>	4	4	4				12	12	12	12			8	8	8	8			4
<u>PO 19</u>	4	4	4				12	12	12	12			8	8	8	8			4
<u>PO 20</u>	4	4	4				12	12	12	12			8	8	8	8			4
<u>SGT 9</u>	8			4	4	4	4				12	12	12	12			8	8	8
<u>SGT 10</u>	8			4	4	4	4				12	12	12	12			8	8	8
<u>PO 21</u>	8			4	4	4	4				12	12	12	12			8	8	8
<u>PO 22</u>	8			4	4	4	4				12	12	12	12			8	8	8
<u>PO 23</u>	8			4	4	4	4				12	12	12	12			8	8	8
<u>PO 24</u>	8			4	4	4	4				12	12	12	12			8	8	8
<u>PO 25</u>	8			4	4	4	4				12	12	12	12			8	8	8

10 Sergeants
 25 Police Officers
 35 Members in patrol

Under the present patrol schedules of both Departments, a total of thirty-nine (39) sworn Officers are assigned to the Patrol Division. The Model Patrol Work Schedule allows for thirty-five (35) sworn Officers to be assigned to the Patrol Division. However, eliminating the need for an around-the-clock Desk Officer in one of the existing Departments yields six (6) additional Police Officers for field assignments.

Formula Recommended by the Bureau for Municipal Police, Department of Criminal Justice Services:

Part of the high cost of personnel is due to the minimum number of Officers required to staff each of three tours. This minimum number is called the assignment/availability factor. It is computed by dividing the total number of hours an Officer is available to work during one year into the total number of work hours in one tour over the course of one year.

A calculation of the assignment/availability factor starts with the work schedule. Both Irvington and Dobbs Ferry officers work four days and then are off for two days. This results in approximately 61 six-day work "cycles" per year with an average total of 243.33 work days scheduled per year. Once holidays, personal days, vacation days, sick days, compensatory time and other days off are considered, each Officer is scheduled for an average of 189 working days per year. At eight hours per day, this equals 1512 hours. This average is approximately the same for both Villages.

The total number of work hours for one tour for one year is 2920 (365 days x 8 hours). By dividing the average worked hours 1512 into the total needed work hours (2920), we get an assignment/availability factor of 1.93 officers. This is the number of Officers required to cover an eight-hour tour for one year. There are three eight-hour tours each day. Six Officers are presently required to cover the desk in each Department.

This is further enhanced by utilizing civilian dispatchers to staff the day and evening shifts of the Model Police Department, making an additional four (4) Officers available for field assignments. Despite the fact that the model Department has four (4) less Police Officers assigned to patrol, it will actually have six (6) more in the field, because ten (10) officers will be made available for field patrol by the elimination of one of the Desk Officers, 24/7, and by the increased use of civilian dispatchers.

A squad would be assigned to each tour of duty. Each squad would consist of two (2) Sergeants and five (5) Police Officers before leave requests. Therefore, three (3) members of each squad would have to be absent on the day or evening shift and two (2) members on the night shift before an overtime situation would be created.

Note: Part-time civilian Dispatchers would staff communications on day and evening shifts, thereby eliminating the need for a Desk Officer. Additionally, because each squad's composition includes two (2) Sergeants, the likelihood of not having a supervisor on duty is reduced.

Other benefits would include greater accountability of the new Department's Patrol Division, as they will work with the same supervisors each day.

Note: This is not the case in either department presently.

Additionally, this model would enhance training, as every nineteen (19) days the schedule causes two (2) squads to overlap. During this time one squad could be on patrol, while the other is in training.

Lastly, this staffing level would allow for between one (1) to three (3) officers to be assigned to special details— such as bicycle patrol, or selective traffic enforcement (a full shift of enforcement at a targeted location which is the subject of citizen complaints), marine patrol, and other specialized training in response to specific demands for service. However, when unanticipated absences or sick-leave diminishes the number of members available for patrol,

these special assignments would not be staffed, and thereby would reduce overtime.

Nonetheless, a full complement would remain on patrol.

Note: Members of both departments presently give back training days, which would no longer be needed and thereby enhance benefits as they presently exist under either Collective Bargaining Agreement.

e. Model Detective Division

The Model Detective Division would be staffed by one (1) Lieutenant and three (3) Detectives. The Detective Lieutenant would also be responsible for the command level supervision of the Youth Division. Currently, the Dobbs Ferry Detective Division is staffed by one Lieutenant and two Detectives (the third Detective is assigned to the Town of Greenburgh Drug and Alcohol Task Force) and handles approximately 700 cases per year. The Division's case closure rate was 425 of 697, or 61%, in the year 2006. Considering the number of investigations conducted each year in Irvington, the Model Detective Division comprised of four (4) investigators could effectively handle the combined case load as the ratio of investigators to cases would actually *decrease*.

Efficiency in conducting investigations in both jurisdictions should increase for several reasons. First, a squad of four Detectives would allow for a seven-day-a-week, two-shift average, allowing greater continuity in conducting criminal investigations as well as the need to "call out" a Detective every time a serious crime is reported on a weekend, holiday, or during off-hours. Additionally, when major crimes occur, a competent, experienced team would be available to respond, rather than one Detective who cannot possibly conduct interviews, process scenes and question suspects.

f. Model Youth Division

The new Model Youth Division includes two (2) Police Officers and one (1) Sergeant responsible for overseeing day-to-day operations and who is subordinate to the Detective Lieutenant. The Sergeant's responsibilities would include performing the duties of School Resource Officer for the Irvington and Dobbs Ferry School Districts and as lead investigator of juvenile-related criminal reports. The Sergeant would act as the liaison between the three private schools (Immaculate Conception, Our Lady of Victory Academy, and The Master's School) and one collegiate campus (Mercy College) located in the two villages.

The Youth Division Detective would assist in the investigation of juvenile-related investigations, instruct students in the D.A.R.E. Program, organize additional instruction for attendees of these schools and support the cooperation between the Department and the above mentioned facilities. The Youth Division would benefit from having two (2) Officers conducting juvenile-involved criminal investigations, and sharing administrative functions that are required for organizing and presenting safety programs within the numerous schools and youth facilities located within the villages. The second member of the Youth Division would enable the Division to simultaneously respond to separate facilities to provide service.

g. Model Use of Clerical Personnel

At present, most administrative tasks in both Departments are performed by sworn personnel, who are paid at more than twice the rate of clerical personnel. By grouping homogenous administrative work and dividing it among the one (1) full-time and two (2) part-time clerical employees, Police Officers could be re-deployed to the field, where they belong.

h. Model Use of Building Facilities

Each of the two (2) Departments has its main building facilities located within its respective Village Hall. While the Dobbs Ferry facility may be adequate to house both Departments, the Irvington facility is too small. The Irvington facility could be used however, to house the Detective Division, the Youth Division and possibly the Records Unit. The Records Unit could be staffed by existing clerical personnel. This civilian could serve the dual function of records custodian and day-shift receptionist to serve "walk-ins" requesting police service and thereby furthering a police presence. This would minimize both the perception of "less personalized" service and the sense of "loss of control" over "their" Police Department in both municipalities.

i. State Funding for the Model Police Department

Should both Villages pursue full consolidation, an application for funding under the Shared Municipal Services Incentive program should be filed in due course.

As much as \$200,000 for each municipality is available in furtherance of consolidation at this level. The following is a list of the line items which would be necessary and would qualify under this program:

- Legal expenses
- Radio communications and equipment
- Adjustments to building facilities
- Uniforms and related equipment

X. Conclusion

At present, the combined Police Departments of Irvington and Dobbs Ferry employ 51 sworn members with a combined personnel budget of \$5,074,514, not including school crossing guards or parking enforcement personnel. Benefits for Police personnel are \$1,335,689, with a total Police personnel expense of \$6,411,203. The cost of one First Grade Police Officer is \$129,898. If either option “b” — the merging of one Department into the other— or option “c” — the creation a new agency— were achieved, a reduction of eight sworn Police Officers, mainly through attrition, could be made, resulting in a combined saving of \$1,039,184 to the two villages.

The above saving is based on eight (8) First Grade Police Officer positions. However, the model suggests eliminating one (1) Chief position, one (1) Lieutenant position, (1) one Sergeant position and one (1) Detective position.

The differential between First Grade and the aforementioned positions amounts to approximately \$93,121, making the true saving closer to \$1,132,305. Additionally, the combined overtime of both Departments (Dobbs Ferry: \$198,170; Irvington: \$225,000) amounts to \$423,170. The Model Patrol Work Schedule should greatly reduce incidental overtime created by unscheduled absences. A conservative projection would be a reduction of the combined overtime by at least one-third, furthering the reduction by \$141,056. ***Therefore, the total anticipated personnel savings under the model would be \$1,273,361.***

Additionally, the following other advantages would result:

- Savings through elimination of redundant facilities, vehicles and equipment

- Better coordination of law enforcement efforts, as consolidation would mean one Police Department working for one Chief and under a single set of records, policies, procedures and rules of conduct.
- Better allocation of personnel and resources: more Police Officers on patrol.
- Coordinated response of five (5) to seven (7) units to any major event all utilizing the same radio frequency
- Supervisors on duty at all times
- Improved criminal investigations
- Enhanced job enrichment for all employees
- An enhanced Collective Bargaining Agreement to the benefit of our Police Officers
- Enhanced leave approvals for Patrol personnel by picking amongst a squad of seven rather than the whole Division.

The disadvantages of these options would include:

- Loss in both municipalities of a sense of “control” over “their” Police Department
- Perception in each municipality of less “personalized” service, or of lengthier response time to citizen calls
- Potential difficulties integrating labor contracts

-End-

July 2007