

PUBLIC SAFETY COMMITTEE  
MEETING MINUTES - MARCH 28, 2023

PUBLIC SAFETY COMMITTEE MEMBERS PRESENT: Wilson, Hogan, Haff, Hicks, O'Brien, Clary, Rozell

PUBLIC SAFETY COMMITTEE MEMBERS ABSENT: None.

SUPERVISORS: Henke, Hall, Fedler, Ferguson, Shaw, Fisher, Nolan, Campbell, Skellie, Griffith

Sandy Huffer, Deputy Clerk

Roger Wickes, County Attorney

Melissa Fitch, County Administrator

Al Nolette, County Treasurer

AGENDA AS PRESENTED IN MEETING NOTICE:

1. Call to Order
2. Accept Minutes – February 28, 2023
3. Department Reports/Requests
  - A. District Attorney
    - 1.) Crime Victim Week Recognition Proclamation
  - B. Sheriff
    1. ARPA Funds Designated for Tactical Equip. Reallocated for Gun Cabinets
    2. Dissolution of Fort Edward Police Department
4. Other Business
5. Adjournment

Chairman Wilson called the meeting to order at 10:48 AM in the Board of Supervisors classroom, Room B214, Washington County Municipal Center, Fort Edward, NY.

A motion to accept the minutes of the February 28, 2023 meeting was moved by Mr. Rozell, seconded by Mrs. Clary and adopted.

DISTRICT ATTORNEY – Tony Jordan, DA addressed the following with the committee:

- Crime Victim Week Recognition Proclamation (attached) – A Proclamation will be issued proclaiming Crime Victims' Right Week for April 23 – 29, 2023. He feels it's very important because over the last three years, there has been a consistent drumbeat that does not place victims as a priority. Mr. Henke asked if they are having the Crime Victims luncheon. Mr. Jordan stated they have been cancelled since 2020. The luncheon had become quite costly and was supported by other agencies but those discretionary funds have gone away. They are trying to figure out something to do at their office in recognition. He will be in touch when they decide what they will do. Mr. Haff asked for an example of what the office does in support of crime victims. The office has three Victim Services employees. They are the go between for the victim and the DA's office, explaining the process, being a point of contact for concerns they may have, whether it is from domestic violence crimes or for the arson crimes in Greenwich and Hudson Falls, helping those victims interact with the state and trying to find funding that might be available. A motion to present a Proclamation in recognition of Crime Victims' Right Week, was moved by Mr. Rozell, seconded by Mrs. Clary and adopted.

SHERIFF – Jeffrey Murphy, Sheriff addressed the following with the committee:

- ARPA Funds Designated for Tactical Equip. Reallocated for Gun Cabinets – In 2022 ARPA funds were designated to purchase certain law enforcement equipment. Subsequent to that they received a grant for ballistic rifle plates. The grant allows you to only buy the ballistic rifle plates. Since then has determined a need for gun cabinets to store the rifles. Requesting to redesignate the ARPA funds to purchase gun cabinets and will purchase the rifle plates through the grant. A motion redesignate ARPA funds to purchase gun cabinets and purchase the rifle plates through the grant, was moved by Mr. O'Brien, seconded by Mr. Hogan. These gun cabinets would be used to house the rifles purchased with ARPA funds for the department. This doesn't have anything to do with Extreme Risk Protection orders other than the fact that we are receiving more than anticipated and is using space that would have stored the patrol rifles. Financially it's a pretty much a wash, gun cabinets cost \$4,700 and the grant for rifle plates is \$5,000. A motion redesignate ARPA funds to purchase gun cabinets and purchase the rifle plates through the grant, was moved by Mr. O'Brien, seconded by Mr. Hogan and adopted.
- Dissolution of Fort Edward Police Department – (Agreement for Patrol Services attached). The Sheriff has met with the Mayor several times and attended public meetings. He has also had meetings with the County Attorney, County Administrator and Village Attorney. The Village has filed the proper paperwork with DCJS and dissolved their police department effective early in March. The Sheriff's Office has been providing law enforcement services since the first of the year for no compensation. The original agreement requested quite a bit more than what is in this agreement. The only item outside of normal patrol services is item C, attendance and presence at Village parades and similar events. The Sheriff's Department has provided that service to many Villages in the County in the past and currently without compensation. There were other requests from the Village that the Sheriff didn't agree with. What he wants to do is provide a Deputy and a car designated to respond within the hours outlined in the agreement. It doesn't require that the Deputy stay within the Village limits. They are going to add a new post that will cover and encompass the Village and the Sergeant on duty will determine which car will be responsible to respond to calls within the Village. The car would have to stay within a certain radius of the Village in order to respond. We will provide four deputies for two shifts, 7a-5p and 5p-3a. The Village is going to compensate the County for these services, \$383,957. The Village is not out of line in what they are asking. The Village will turn over a new police vehicle and a live scan machine worth \$25,000. The Sheriff feels this is a good agreement. It works for the County too because it gives us another Deputy who can not only respond to the Village of Fort Edward but can respond to the surrounding area to include Fort Miller and Kingsbury. The contract term would begin May 1, 2023. It will necessitate four new Deputies who probably wouldn't get through academy until early next year. Currently there are four in the academy that will graduate in July. This would have to go the Personnel Committee to approve the additional Deputies and to the Finance Committee for a budget amendment. The Sheriff is confident the contract will cover the cost for the four Deputies. We have to do this

and the benefit to the County is we will be paid for this service and given a car. As time goes on it will get easier because we are adding the staff. The Sheriff stated none of the items are a concern to him because we are either already doing or it isn't a big lift. Mr. O'Brien expressed concern about the Village cancelling the contract after one year. The Sheriff doesn't believe it will be a one year and done situation. There could be an adjustment to the number of hours. The Village has lost its police department and they want to provide this service to their residents who have had this service for years. Possibly years down the road, they may decide it is not needed. Mr. Hicks asked about contractual expenses, uniforms are listed but what about gasoline. Concerned there are contractual expenses incurred that we won't be reimbursed for. He also asked if there is true-up or is the \$383,957 a set amount? The Treasurer stated he will be billing quarterly based on actual expenses so no true up will be necessary. The contract figure is a budget. This may be a template for what could be used in the future with other municipalities. Mr. Shaw asked if one vehicle given to us by Fort Edward is going to be enough? The Sheriff responded yes one vehicle is enough. Mr. Hogan stated he understands Mr. Hick's concerns on fuel costs but there will be a tangible benefit with an assigned Deputy in a geographic area that will encompass not only the Village of Fort Edward but the surrounding area. A motion to forward a resolution to authorize the Chairman to sign the contract, forward a request for four new Deputies to the Personnel Committee and a budget amendment to Finance, was moved by Mr. Hogan, seconded by Mr. O'Brien. Mr. Haff asked who would be tracking the actual expenses. The Sheriff stated they will be creating a new post and it will be easy to track which Deputy is assigned to it. He will be tracking the number of calls, what our responses are. At the end of the year, the Sheriff wants to be able to demonstrate to the Board of Supervisors and the Village of Fort Edward what services were provided and what we are compensated for. Chairman Wilson thanked the committee for the discussion on this final contract. Mr. Hicks asked the Treasurer if he would have to create a report to bill the Village and if it is something the committee could review. The Treasurer plans to create a new department within the Sheriff's budget to track the payroll, uniform costs and could provide this information to the committee. A motion to forward a resolution to the full Board to authorize the Chairman to sign the contract, forward a request for four new Deputies to the Personnel Committee and a budget amendment to Finance, was moved by Mr. Hogan, seconded by Mr. O'Brien and adopted.

## OTHER BUSINESS

- The Chairman is going to sign a Proclamation for National Public Safety Telecommunicators Week (attached).
- Glen Gosnell, Public Safety Director was notified yesterday of receipt of FY23 Homeland Security Grant of \$68,285 which is shared with the Sheriff and EMPG grant of \$26,580. A motion to forward to Finance budget amendments to recognize FY23 Homeland Security and EMPG grants, was moved by Mr. O'Brien, seconded by Mr. Rozell and adopted.

- Tim Hardy, Deputy Director of Public Safety received a request to appoint Jason Harrington, Chief of Hartford Fire Company to the Fire Advisory Board. A motion to appoint Jason Harrington, Hartford Fire Company to the Fire Advisory Board, was moved by Mr. Hogan, seconded by Mrs. Clary and adopted.
- Mr. Hicks stated he got a letter from Homeland Security and FEMA regarding flood plain maps. He was unable to link to the maps and asked Public Safety if they were able. Tim Hardy stated he just got notification yesterday when Heather forwarded information and they are working on getting access to the maps. Mr. Hicks stated they want us to go to a meeting and comment and he can't even access the maps.
- Mrs. Clary presented a handwritten letter (attached) from Salem EMS member Dean Hanks commending and thanking the Washington County dispatchers for their help on a call on the weekend and overall.

The meeting adjourned at 11:47 AM.

*Sandy Huffer, Deputy Clerk, Washington County Board of Supervisors*



## PROCLAMATION

### NATIONAL CRIME VICTIMS' RIGHTS WEEK April 23 – 29, 2023

**WHEREAS**, the term "victim" is more than just a label and has legal standing and protections that go along with it, and

**WHEREAS**, crime victims' rights acts passed here in New York State and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process, and

**WHEREAS**, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights, and

**WHEREAS**, the right to provide an impact statement ensures that victims' voices are considered in court during the sentencing and when applicable, restitution processes, and

**WHEREAS**, including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust, and

**WHEREAS**, engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs, and

**WHEREAS**, survivors' lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice, and

**WHEREAS**, National Crime Victims' Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them, and

**WHEREAS**, Washington County is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported, now therefore be it

**RESOLVED**, that the Washington County Board of Supervisors do hereby proclaim the week of

**APRIL 23 – 29, 2023**

**as**

**CRIME VICTIMS' RIGHTS WEEK**

reaffirming this County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year, and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

\_\_\_\_\_  
**Robert A. Henke, Chairman**  
**Washington County Board of Supervisors**

DATED: April 21, 2023

## **AGREEMENT FOR PATROL SERVICES**

**THIS AGREEMENT** is dated this \_\_\_ day of \_\_\_\_\_ 2023, by and between the County of Washington, a municipal corporation with offices at 383 Broadway, Fort Edward, New York 12828 (hereinafter the “County”), by and through the office of the Washington County Sheriff (hereinafter the “Sheriff”), and the Village of Fort Edward, a municipal corporation with offices at 118 Broadway, Fort Edward, New York 12828 (hereinafter the “Village”), evidences the following:

**Whereas**, the Village wishes to contract with the County for police protection services to be provided to the Village by the County through the Sheriff; and

**Whereas**, the County and Sheriff are willing to commit to such police protection services; and

**Whereas**, this Agreement is permitted pursuant to General Municipal Law §119-o; and

**Whereas**, the parties wish to set forth their agreement as to such police protection services to be provided by the Sheriff to the Village, as more fully provided for in this Agreement.

**NOW THEREFORE**, the parties intending to be legally bound agree as follows:

1. Services. During the term of this Agreement, Sheriff agrees to provide to Village police protection services by providing at least one (1) patrol vehicle to be assigned to patrol within the Village geographical limits during the hours set forth above, provided that such patrol may respond to calls outside the Village geographical limits in which case patrol within the Village shall resume as soon as reasonably practical under the circumstances of such call(s) for up to one hundred forty (140) hours per week, between the hours of 7:00 a.m. to 3:00 a.m., inclusive, prevailing time, seven (7) days per week. The enhanced patrol services set forth herein shall be in addition to usual and customary patrols of the Sheriff through the geographical limits of the Village. The police protection services shall include:

- a. Primary patrol and traffic enforcement including but not limited to parking, vehicle and traffic local laws;
- b. Enforcing quality of life matters within the Village;
- c. Attendance and presence at Village parades and similar events as the Mayor of the Village, or his or her designee(s) may request;

- d. Enforcement of state laws, local laws and regulations;
  - e. Assistance and attendance in Court when necessary or requested;
  - f. Cooperation and coordination with Village attorney for the enforcement of any local laws that are subject to enforcement by Village attorney;
2. Term. Sheriff shall commence the Services within the Village on 12:01 a.m.

May 1, 2023 and end on 11:59 p.m. April 30, 2024, unless terminated prior thereto by the parties or any party as may be permitted pursuant to this Agreement prior to such end date. This Agreement may be extended in writing by the parties.

3. Payment. For Patrol Services, the Village shall pay to the County as follows: Annual salary, benefits, health insurance, uniforms, time off, vacations, backfill, FICA, retirement, overtime and shift differential for four Deputies totaling the amounts set forth below.

**7a-5p (1<sup>st</sup> year rate \$25.80) (2080 hrs)**

7a-2p - \$25.80 x 1,456 hrs = \$37,565  
 2p-5p - \$26.70 x 624 hrs = \$16,661  
 Pay: \$54,226  
       \$4,148 FICA  
       \$5,748 Tier 6 retirement  
       \$19,430 County share of family plan insurance  
       \$1,200 NYMIR insurance  
 Total cost: \$84,752  
 Two Deputies: **\$169,504**

**5p-3a (1<sup>st</sup> year rate \$26.70) (2080 hrs)**

5p-9p - \$26.70 x 832 hrs = \$22,214  
 9p-3a - \$26.60 x 1,248 hrs = \$33,197  
 Pay: \$55,411  
       \$4,239 FICA  
       \$5,874 Tier 6 retirement  
       \$19,430 County share of family plan insurance  
       \$1,200 NYMIR insurance  
 Total cost: \$86,154  
 Two Deputies: **\$172,308**

Each deputy gets 10 vacation days per year, 3 Personal days and estimate 5 sick days to fill x 4 deputies = 72 shifts to fill with OT (720 hrs).  
 Estimated OT - 5 yr Deputy rate \$49.50 x 720 hrs \$35,640 + \$2,727 (FICA) + \$3,778 (Tier 6 retirement) = **\$42,145**  
**Total cost for 4 Deputies with OT backfill for days off: \$383,957**

The above referenced payments shall be paid and adjusted for the quarter in question based on actual hours of service provided by the County to the Village, as same shall be tracked by the County and provided to the Village.

4. Equipment Credit. The parties acknowledge that the Village currently owns a patrol vehicle and a Live Scan machine and related equipment. Both shall be turned over to the Sheriff free and clear of any obligations on behalf of Village for use at the Sheriff's discretion. If the terms of the grant governing Village's vehicle so require, Sheriff agrees to utilize said vehicle for services provided within the Village to the extent possible.

5. Evidence and Non-Agency Property: Prior to this agreement, the County will assist the Village with a full inventory audit of the Police Department's evidence or non-agency property storage. Any property deemed necessary to be maintained will be turned over to the Sheriff for proper storage and retention. Any other evidence may be returned or destroyed with proper approvals or destruction orders.

6. Indemnification: To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party, and its Supervisors, trustees, employees and agents from and against any and all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the other, its employees, or agents in connection with this Agreement.

7. Governing Law; Severability. This Agreement and all of the rights and obligations of the parties hereunder and all of the terms, covenants and provisions hereof shall be construed according to the laws of the State of New York as an agreement made and executed within such State. In the event any provision of this Agreement is held to be unenforceable or voidable by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be affected and, in lieu of such unenforceable or voidable provision, there shall be added automatically provisions as similar in terms as may be enforceable under applicable law.

8. Modification: No modification, cancellation, amendment, supplement or waiver of any of the terms of this Agreement shall be valid unless put in writing and executed and acknowledged by the parties.



9. Cooperation; Additional Documents; Further Assurances: Both parties shall, at any time, and from time to time hereafter, shall use its best efforts to take any and all steps, do any and all acts and things, and execute, acknowledge, and deliver any and all instruments and documents and take such further actions that may reasonably be required, proper or advisable for the purpose of carrying out the intents and purposes of this Agreement, affording full force and effect to the provisions hereof.

10. Headings: The descriptive section and paragraph headings contained herein are for convenience only, and are not intended to include or conclusively define all of the subject matter in the sections and paragraphs accompanying such headings and, accordingly, such headings should not be resorted to for interpretation of this Agreement.

11. Entire Agreement: This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

12. Non-Waiver: The failure of any party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement required to be performed by another party, or to exercise any option or to make any election herein contained or provided for, shall not be construed as a waiver or relinquishment for the future of any such term, option or election, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless in writing duly signed by such party.

13. Notices and Communications: Unless otherwise indicated to the contrary, notices required by this Agreement shall be sufficient if delivered by certified mail, return receipt requested, Federal Express, UPS, U.S. Postal Service Overnight Mail, or other recognized overnight delivery service, or in-hand personal delivery as follows:

- a. if to the Village, care of the Mayor, 118 Broadway, Fort Edward, New York 12828, and
- b. if to the County, to the Sheriff, 399 Broadway, Fort Edward, New York 12828 with a copy to the County Attorney, 353 Broadway, Fort Edward, New York 12828.

The Village or County may, by written notice to the other in the manner above provided, designate an address for service of notices different from that set forth above.. All notices shall be deemed effective (i) upon receipt, if given personally; (ii) upon the expiration of the first day

following the date of mailing, if given by overnight delivery; or (iii) upon the expiration of the second day following the date of mailing, if given by first class mail or certified mail, return receipt requested.

In no instance will the Mayor, Village or its agents attempt to direct the activities of the Sheriff's personnel or usurp the lawful authority of the Sheriff to direct the actions and activities of his lawfully deputized personnel.

14. Interpretation: The Parties each acknowledge that they have executed this Agreement with the benefit and input of counsel, and they have each had the opportunity to participate in the drafting of this Agreement. Accordingly, any rule of 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 interpretation of this Agreement.

15. Counterparts: This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which shall collectively constitute a single Agreement, fully binding upon and enforceable against the parties hereto. No amendment or supplement to this Agreement shall be valid or binding unless made in writing and executed by all the parties hereto.

16. Facsimile Signatures; Non-Paper Records. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each Party who signs or otherwise authenticates this Agreement hereby: (I) agrees that any Party hereto may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (hereinafter referred to as a "Non-Paper Record") and that, after creating such Non-Paper Record, he or she may discard or destroy the original in reliance on this section; (ii) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (iii) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. Either an original or Non-Paper Record of this Agreement shall be evidence of the existence of this Agreement and may be received in all courts, administrative agencies, tribunals, alternative dispute resolution forums, government offices and repositories of public records as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

The resolutions of the Board of Supervisors of the County of Washington and Board of Trustees of the Village of Fort Edward authorizing this Agreement shall be attached hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_ day of \_\_\_\_\_, 2023.

County of Washington

Approved as to Form

By: \_\_\_\_\_

\_\_\_\_\_

Hon. Robert Henke, Chair, Board of Supervisors

Roger Wickes, County Attorney

Sheriff, County of Washington

By: \_\_\_\_\_

Hon. Jeff Murphy, Sheriff

Village of Fort Edward

Approved as to Form

By: \_\_\_\_\_

By: \_\_\_\_\_

Hon. Matthew Traver, Mayor

Matthew F Fuller, Esq.  
Meyer, Fuller & Stockwell, PLLC  
Counsel to Village of Fort Edward



# PROCLAMATION

## NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

APRIL 9-15, 2023

**WHEREAS** emergencies can occur at any time that require police, fire or emergency medical services in Washington County; and,

**WHEREAS** when an emergency occurs the prompt response of our law enforcement, fire and emergency medical personnel is critical to the protection of life and preservation of property; and,

**WHEREAS** the safety of our first responders is dependent upon the quality and accuracy of information obtained from citizens who call our Washington County Department of Public Safety Communications Center; and,

**WHEREAS** our Public Safety Communications professionals are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS** our Public Safety Communications professionals are the single vital link for first responders by monitoring their activities by radio, providing them information and ensuring their safety; and,

**WHEREAS** our Public Safety Communications professionals of the Washington County Department of Public Safety have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

**WHEREAS** each of our Communications professionals have exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Washington County declares the week of April 9<sup>th</sup> through the 15<sup>th</sup>, 2023 to be National Public Safety Telecommunicators Week, in honor of our men and women whose diligence and professionalism keep our county, citizens and first responders safe.

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Robert A. Henke, Chairman  
Washington County Board of Supervisors

DATED: April 3, 2023

Hello,

Sunday evening around 6:15 pm

we had a call on Charles Way in Hebron

We transported to Glen Falls hospital

by way of Parker Hill (City St 27) to 149

to 40. 196 was shut down for some reason

so the dispatcher rerouted us down to City St. 19

over to 196 so we could meet with our intercept

from the city of Glen Falls. Everyone was busy

in the county. We were able to save our patient

with the intercept. Please thank the dispatchers

for having a route to take. They were very good

and helpful

They all do a great job.

Would you please forward to

the proper place

Victor said the girlfriend called  
and said he was going to live. Had a heart  
attack (marrine)

Thank you,

Dean (216)  
Cassie Casey (475) was my partner that night

Carrie realized we would need an  
intercept and asked for it as we were leaving  
the scene