

Agenda
Police Committee Meeting
August 23, 2023
5:00 PM

1. Virtual Meeting Instructions

Documents:

[8-23-23 POLICE COMMITTEE MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Approval Of Minutes

Documents:

[06-28-23 DRAFT.PDF](#)

4. Amended And Restated Manlius Police Intermunicipal Agreement (DRAFT)

Documents:

[AMENDED AND RESTATED MANLIUS POLICE INTERMUNICIPAL AGREEMENT
\(DRAFT\).PDF](#)

5. Update On Chief Search - Anticipated Provisional Appointment Of Jason Cassalia

6. Police Chief's Report

7. Correspondence

8. Adjournment

This meeting is being recorded and live streamed. The recording will be broadcast live and will be posted to the town website at www.townofmanlius.org



August 23, 2023 – 5:00PM

Police Committee Meeting Instructions

The easiest way to participate in the meeting is to use the link provided below. The meeting will be conducted on the ZOOM platform as a webinar. Please make sure that when you complete your attendee registration you enter your full name.

Click on the link or enter the meeting URL web address as listed below.

<https://us02web.zoom.us/j/81428956973?pwd=aE5Fdk9EZnJWZ1JlVpEWFgxcG90Zz09>

Password to join when prompted:

Password: **947905**

Enter your email address and name and join the meeting.

Join by telephone by dialing the number below:

(929) 436-2866

When prompted to enter the Webinar ID, use the number below followed by #

Webinar ID: 814 2895 6973

Press # again to skip the personal id and enter the password below followed by #

Password: **947905**

If this is your first time joining a ZOOM meeting, you may practice using ZOOM meeting platform at <https://zoom.us/test>.

**Town of Manlius Police Committee
Meeting Minutes
June 28, 2023
5:00 PM**

Present:	Heather Waters	Town of Manlius
	William Nicholson	Town of Manlius
	Jason Cassalia	Acting Chief, Town of Manlius Police
	Dan Kinsella	Village of Fayetteville
	J. Robert (Bobby) Schepp	Village of Minoa
	Tom Pilewski	Village of Manlius
	Allison Weber	Secretary to the Police Committee

Attended Virtually: None

Attended In-Person: Tim Kelly, Fayetteville. Matt Mulcahy, Channel 3 News. Karen Ayoub, Manlius. RuthAnne Winschel, Manlius. Mike Darmento.

1. The meeting was called to order.

2. Pledge of Allegiance

3. Minutes – May 24, 2023

A motion was made by Member Schepp and Seconded by Member Nicholson to approve the minutes of May 24, 2023. The motion passed unanimously.

4. Old Business –

Councilor Waters read aloud a statement regarding the search for a new police chief and updating the police agreement.

Member Schepp made a motion, seconded by Member Pilewski, to accept the resignation of Chief Crowell.

Discussion: The police committee discussed the committee's role in personnel matters in the police department, who the members of the committee represent and what the responsibilities of the committee are as outlined in the existing agreement.

After discussion, the committee decided to table the vote regarding the resignation of Chief Crowell.

Chairperson Waters made a motion, seconded by Member Nicholson, to table the previous motion to accept the resignation of Chief Crowell.

Ayes: Chairperson Waters, Member Pilewski, Member Nicholson

Nays: Member Schepp, Member Kinsella 3-2 Motion Passes.

Chairperson Waters discussed the draft Chief of Police Job Description and stated that it will be finalized soon.

5. New Business

Chairperson Waters reviewed the media alerts and public presentation from the previous month.

Member Kinsella stated that he has received positive feedback on Interim Police Chief Cassalia.

Discussion ensued regarding different channels of communication.

Chairperson Waters congratulated the department on their participation in Operation Clean Air.

Member Pilewski stated that the Village of Manlius is grateful for how quickly the department solved the swan case. Member Pilewski discussed the plan for security at the Swan Pond.

Member Pilewski stated that the 4th of July Parade is happening soon and the Village of Manlius is grateful for the assistance provided by the department.

6. Police Chief Report – Interim Chief Jason Cassalia

Chief Cassalia gave the following report to the committee:

- Chief Cassalia reviewed and discussed the draft job description for the Chief of Police. The committee discussed the draft.
- Chief Cassalia stated that the department is constantly evaluating its brand.
- Chief Cassalia stated that there are some temporary schedule changes until staffing is back up to capacity.
- Chief Cassalia stated that the command staff is working one night a week.
- Chief Cassalia stated that the hiring and selection process is underway for officers.
- Chief Cassalia stated that the staff analysis is complete.
- Chief Cassalia discussed programs for officers to have less lethal solutions.
- Chief Cassalia stated that members are completing drone training and the hope is to increase FAA licensing.
- Chief Cassalia stated that they are evaluating written directive systems.

7. Correspondence / Discussion

The committee discussed the use of nonlethal force.

Member Kinsella complimented Chief Cassalia on his enthusiasm.

8. Privilege of the Floor

9. Adjournment

With there being no further business to come before the Committee, Member Nicholson adjourned the meeting at 6:07 pm.

Respectfully Submitted,

Allison Weber
Town of Manlius
Police Committee Secretary

2023 Police Committee Meeting Dates

August 23, 2023
October 25, 2023
December 20, 2023

DRAFT

AMENDED AND RESTATED
AGREEMENT PURSUANT TO SECTION 119-0
OF THE GENERAL MUNICIPAL LAW

THIS AGREEMENT, as amended and restated with respect to the Agreement entered into the 26th day of September, 1984 by and between the VILLAGE OF FAYETTEVILLE, with offices at 425 East Genesee Street, Fayetteville, New York; the VILLAGE OF MANLIUS, with offices at Manlius Village Center, One Arkie Albanese Avenue Manlius, New York; the VILLAGE OF MINOA, with offices at 213 Osborne Street, Minoa, New York; and the TOWN OF MANLIUS, with offices at 301 Brooklea Drive, Fayetteville New York, (hereinafter collectively referred to as the "Municipalities").

WITNESSETH:

WHEREAS, the Municipalities have previously entered into an agreement pursuant to Section 119-0 of the General Municipal Law on September 26, 1984 to ensure police services would be provided for all of their citizens; and

WHEREAS, there have been subsequent amendments to the General Municipal Law that affect provisions of the 1984 agreement; and

WHEREAS, it is in the best interests of the Municipalities to amend the 1984 agreement to ensure it complies with New York State law; and

WHEREAS, the Municipalities have agreed that police services continue to be a vital function of municipal government, which service has come to be expected by all the citizens in the Town and Villages; and

WHEREAS, the Village of Fayetteville, the Village of Manlius; the Village of Minoa have previously taken steps to abolish their existing police forces in favor of a consolidated police department under the administrative authority of the Town of Manlius for the benefit of all the Municipalities; and

WHEREAS, the Municipalities each have the power to provide police services individually; and

WHEREAS, it is in the best interests of all the citizens of the Municipalities for the Municipalities to work cooperatively to ensure that police services are adequately provided throughout the Town and in the Villages; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of the Town and by a majority vote of the Board of Trustees of each Village, each having respectively authorized their representatives to execute this Agreement as set forth below;

NOW, THEREFORE, the Municipalities agree as follows;

1. The Municipalities will work cooperatively to ensure that police services are provided to their citizens through the Town of Manlius Police Department (hereinafter "Department").

2. The Police Committee will convene bi-monthly, or more often as it deems appropriate, to serve as a mechanism by which the Department and the Municipalities can share information, answer questions, and develop policy, as a Committee, for the Chief of Police. The Police Committee will consist of five members, one appointed by the Village of Fayetteville, one appointed by the Village of Manlius, one appointed by the Village of Minoa, and two appointed by the Town of Manlius. Committee members will serve at the pleasure of their appointing municipality without compensation.

3. The responsibilities of the Police Committee are as follows:

a. To understand the rules and regulations of the Department, and to provide input on the content and enforcement of said rules and regulations when appropriate;

b. To provide input as to the conduct of disciplinary hearings and as to the issues raised thereat as they relate to the operation of the Department, all in accordance with law and applicable labor contracts;

c. To make recommendations about the Department's personnel matters, including, but not limited to, the manner of employing, engaging, transferring, or discharging necessary personnel, subject to applicable provisions of law and in relation to the individual needs of the Municipalities;

d. To provide input and recommendations to the Town Board regarding employing and discharging the Chief of the Police Department, in accordance with law and as the Committee members deem necessary, and to the extent practicable to provide input as to the employment and discharge of such other officers, patrolmen, and personnel as may be needed including the amount of their compensation within available appropriations;

e. To review the annual budget of the Department as submitted by Chief of Police and make recommendations to approve or amend said budget to the Supervisor of the Town of Manlius, with revisions as the Committee deems appropriate on or before September 10 of each year;

f. To make recommendations for the purchase and contracts in the name of the Town, on behalf of the Department, for equipment, supplies and such other personal and real property as is needed by the Department, within available appropriations;

g. To submit recommendations, in its discretion, as to permitting attendance by employees of the Department at conventions, conferences, and schools and to approve the payment of travel and other expenses incurred in the performance of official duties, within available appropriations;

h. To make such recommendations to the Town Board of the Town of Manlius as the Committee shall deem advisable regarding matters relating to the Department; and

i. To formulate such rules of procedure or otherwise for the conduct of its business as the Committee shall deem necessary.

4. For all purposes, including but not limited to bonding, filing of oaths and resignations, membership in a retirement system, and receiving employee benefits, the employees of the Department shall be deemed to be employees of the Town.

5. The Chief of Police shall be responsible for the development and administration of the rules and regulations of the Department and shall direct the day-to day operations of the Department, including scheduling and assignment of duties, evaluation and discipline of personnel, and recruitment of prospective employees. The Chief of Police shall be responsible for preparation of the Department budget and for operation of the Department within the budget, as adopted. The Chief of Police shall also be responsible for keeping the records and making the reports of the Department, except as otherwise provided herein.

6. The Town Board of the Town of Manlius shall assume responsibility for all budgetary and financial matters relating to the operation of the Department. Revenue for the Department will be raised through the general town tax. All such revenues will be collected by the Chief Fiscal Officer of the Town of Manlius, who shall receive deposits and invest moneys in the name of the Department in depositories or institutions as authorized by law.

7. The Town Supervisor shall notify the Mayor of each Village, as soon as practicable, of any pending changes to the status of the Police Chief including, but not limited to, resignation, suspension, discharge, or disciplinary action, so that the Committee may provide input and recommendations to the Town regarding such matters.

8. The Chief Fiscal Officer shall make payments of Department moneys, in accordance with law, only upon audit of the Town.

9. The Chief Fiscal Officer of the Town of Manlius will keep such records and make such reports as are required by law, including those required by Article Three of the General Municipal Law.

10. Gifts, grants, or bequests to the Department shall be accepted by the Town Board, in its discretion, and applied to the account established for the operation of the Department.

11. The Town shall respond to any claim arising out of the operation of the Department and will maintain appropriate liability insurance covering the activities of the Department.

12. An annual budget for the Department will be prepared by the Chief of Police and submitted to the Police Committee on or before August 10th of each year. The Police Committee will review the Chief's proposal and submit it to the Supervisor of the Town of Manlius, with such recommendations as it deems necessary, on or before September 10th of each year. The Supervisor will then prepare and submit his budget as required by law.

13. The Municipalities will do everything in their power that is necessary to effectuate the intent of this Agreement in a continuing spirit of cooperation. The Town of Manlius will allocate sufficient funds to ensure the proper operation of the Department, including, but not limited to, moneys necessary to compensate needed personnel, to purchase proper equipment, uniforms, and any other necessary property, real or personal, and to provide for travel or other expenses incurred in the performance of official duties. The Town may also provide, on the written request of the Police Committee, sufficient funds to pay the costs of the Committee's work.

14. The term of this Agreement shall be five (5) years. Any Municipality which chooses to withdraw from this Agreement may do so on sixty days' written notice to the other participating Municipalities.

15. This Agreement will be effective upon execution by all of the Municipalities.

16. This Agreement shall be interpreted in accordance with the laws of the State of New York. It shall be interpreted liberally so as to effectuate the intent of the parties to cooperatively ensure

police services for all of their citizens. In the event that any Section of this Agreement shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Sections were not contained herein.

17. This Agreement embodies the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. This Agreement may not be modified except by written agreement executed by all the participating Municipalities.

VILLAGE OF FAYETTEVILLE

By: Mark A. Olson, Mayor

VILLAGE OF MANLIUS

By: Paul Whorrall, Mayor

VILLAGE OF MINOA

By: William F. Brazill, Mayor

TOWN OF MANLIUS

By: John T, Deer, Supervisor