

# Village of Ardsley

Mayor  
PETER R. PORCINO



Village Manager  
GEORGE F. CALVI

Trustees  
GARY J. MALONE, Deputy Mayor  
LARRY J. NARDECCHIA, JR.  
BEVERLY A. LEVINE  
NICOLE MINORE

Village Treasurer  
MARION DE MAIO

507 Ashford Avenue  
Ardsley, New York 10502

(914) 693-1550  
Fax (914) 693-3706  
www.ardsleyvillage.com

Village Clerk  
BARBARA A. BERARDI

AUG 15 2012

August 8, 2012

New York Civil Liberties Union  
Lower Hudson Valley Chapter  
297 Knollwood Road  
Suite 217  
White Plains, New York 10607  
Attention: Daniel Berger,  
Lower Hudson Valley Chapter Director

**RE: Public Records Request / Automatic License Plate Readers**

Dear Mr. Berger:

We are in receipt of your letter dated July 30, 2012 regarding the above referenced request. Please be advised that we will compile the information for you and anticipate that the records should be ready on or before August 29, 2012.

If you have any questions, please do not hesitate to contact me directly.

Very truly yours,

Barbara A. Berardi  
Village Clerk/FOIL Officer

Cc: Village Attorney  
Village Manager  
Police Chief

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297 Knollwood Road  
Suite 217  
White Plains, New York 10607  
Attention: Daniel Berger,  
Lower Hudson Valley Chapter Director

**RE: Public Records Request / Automatic License Plate Readers**

Dear Mr. Berger:

In connection with your FOIL request, please find enclosed the following documents that you requested.

If you have any questions, please do not hesitate to contact me directly.

Very truly yours,

A handwritten signature in cursive script that reads 'Barbara A. Berardi'.

Barbara A. Berardi  
Village Clerk/FOIL Officer  
/bab



STATE OF NEW YORK  
DIVISION OF CRIMINAL JUSTICE SERVICES  
Four Tower Place  
Albany, New York 12203-3764

DAVID A. PATERSON  
GOVERNOR

DENISE E. O'DONNELL  
COMMISSIONER

January 16, 2009

Chief Emil J. Califano  
Ardsley Village Police Department  
507 Ashford Avenue  
Ardsley, NY 10502

RE: Letter of Agreement Regarding Transfer of License Plate Reader (LPR)

Dear Chief Califano:

Congratulations! Your agency has been selected as an eligible recipient for a License Plate Reader (LPR) award from the NYS Division of Criminal Justice Services (DCJS) through a grant received from the Governor's Traffic Safety Council.

DCJS will purchase an LPR for your Law Enforcement Agency (Recipient) to commit to a two-year traffic safety improvement initiative. In addition, DCJS will provide a one-year manufacturer's warranty and vendor developed Operation Center Software license for use in crime reduction activities and the apprehension of offenders.

In order to insure successful implementation by June 30<sup>th</sup>, 2009, DCJS and ELSAG North America Law Enforcement Systems, LLC will be working together to coordinate LPR software downloads, equipment installation, and training.

Agencies in agreement with the terms set forth in the attached DCJS Letter of Agreement (LoA) will receive one (1) LPR Unit upon the completion of the following:

STEP 1: Submit the signed LoA to DCJS via fax (518.457.1186) **by midnight of Wednesday, January 28th, 2009** to the attention of Michele Mulloy.

The original, signed LoA should be mailed directly to the attention of:

Eileen Langer-Smith  
Division of Criminal Justice Services  
3<sup>rd</sup> Floor, 4 Tower Place – Stuyvesant Plaza  
Albany, NY 12203

STEP 2: Designate an agency laptop with the following minimum requirements:

- Windows 2000 (Service Pack 4) or XP – No Vista
- Available USB (2.0 preferred) and Ethernet Port (10/100)
- 1Gb RAM
- 1.6 GHz + processor (Pentium 4 preferred)
- 60 gb Hard Drive

In order to participate in the LPR initiative, those agencies that do not currently have an available agency laptop which meets the above minimum requirements will need to purchase and receive delivery of one by Tuesday, March 31st, 2009.

STEP 3: Complete the attached Agency Coordinator Contact Form and fax it with the signed Letter of Agreement.

If you are in agreement with the attached LoA, please sign it and return the original to the Office of Program Development and Funding, attention Motor Vehicle Theft and Insurance Fraud Unit by midnight of Wednesday, January 28th, 2009.

If you have any questions or are unable to comply with any of the above requirements by the deadlines indicated, please contact Michele Mulloy at 518.485.0913. Thank you for your assistance.

Very truly yours,



Denise E. O'Donnell



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# MEMORANDUM OF AGREEMENT FOR THE WESTCHESTER INTELLIGENCE CENTER (WIC) AMONG THE PARTICIPATING FEDERAL, STATE AND LOCAL LAW ENFORCEMENT AGENCIES

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## 1. Overview

### a. Background:

The Westchester Intelligence Center ("WIC") was established as a crime intelligence center to foster and facilitate information sharing and collaboration among law enforcement agencies, particularly field intelligence officers, operating in Westchester County as a means of increasing the ability of law enforcement to rapidly triage criminal events that endanger public safety and quickly respond to situations as they develop.

The principal goal of WIC is to support local police agencies in their efforts to abate crime and augment public safety in Westchester County.

WIC operates under the auspices of the Westchester County District Attorney's Office ("WCDAO") and is staffed by members of multiple law enforcement agencies. WIC is headed by an Executive Director, who shall serve as the Administrator of this Agreement ("Administrator").

### b. Purpose and Intended Benefits:

With the goal of enhancing public safety, while protecting individual privacy rights, the parties to this agreement seek to establish a mechanism for the sharing and exchange of criminal intelligence information and data for the advancement of legitimate law enforcement purposes, including crime solving and abatement, identification and location of suspects and known offenders, detection of predictive trends in criminal activity, and development of strategies to solve and prevent crimes.

### c. Agency Participation:

Any federal, state or local law enforcement agency operating in Westchester County ("Agency") may participate in WIC.

## 2. Information and Resources to be Shared:

Subject to the confidentiality provisions outlined in this agreement, WCDAO will make the resources of WIC available to all participating Agencies. WIC will share information

and data – whether generated by WIC or provided to WIC by outside law enforcement agencies - with participating Agencies for legitimate law enforcement purposes only.

### **3. Requests for Information:**

All requests for information and data from WIC shall be submitted to the Administrator or his/her designated representative. The Administrator shall be the final arbiter of whether the information and data requested by the Agency is available for dissemination.

### **4. Record Retention:**

It is understood and agreed that the requesting Agency is responsible for the preservation of all records and/or reports generated by WIC at the request of the Agency, and shall be the repository of those records and reports.

Each Agency shall retain, as part of its own case files and records, any records and reports (electronic and physical copies) obtained from WIC. The retention shall be in accordance with that Agency's policies for record retention and in compliance with any and all applicable federal, state, county and local laws.

### **5. Confidentiality and Security:**

- In accordance with its purpose WIC shall be permitted to disseminate information and data supplied by an Agency to authorized users under the terms provided herein except to the extent such information and data has been specifically identified as "confidential" by the providing agency.
- Information and data possessed by WIC is subject to disclosure in accordance with the laws governing the criminal justice system and by court order.
- Only authorized users are allowed to view and use the information and data possessed by WIC. Any authorized user who receives a request from a non-authorized user for information and data provided by WIC shall not release that information, but may refer the requestor to the Administrator.
- Each Agency will make reasonable arrangements to maintain the security of the information and data in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- Each Agency will advise WCDAO and WIC immediately of any circumstances, incidents or events concerning the following: unauthorized access to or modification of information or data supplied by WIC; unauthorized use of such information and data; unauthorized disclosure of such information and data; and breaches of privacy, security and confidentiality with respect to the information and data or with respect to any computer system in its custody that is used to store or access such information and data.
- Each Agency must investigate and cure any of the aforementioned incidents of unauthorized use of WIC information and/or data.

- All employees of WIC and each participating Agency having access to information and data stored and maintained at WIC will be subject to a criminal investigation background check.
- Each Agency will inform the Administrator or his/her designee, in writing, when an employee or agent of the Agency is no longer authorized to access WIC as a representative of the Agency.

## **6. Third Party Dissemination of Information and Data:**

There shall be no third-party dissemination by an Agency of information and data obtained through WIC without the express, written consent of the Administrator.

## **7. Accuracy:**

Each Agency will make every reasonable effort to ensure the information and data it contributes to WIC is accurate, complete and up-to-date.

It is expressly understood and agreed that an Agency shall use the ordinary investigative tools to insure the objective reliability of any information and data received from WIC which is relied upon to conduct any police initiated encounters.

## **8. Modification or Termination – General:**

This agreement may be modified or terminated at any time by agreement, in writing, of both parties.

## **9. Termination for Non-Compliance:**

This agreement may be terminated at any time by either Party if the other Party fails to meet its obligations under this agreement.

It is expressly understood and agreed that this agreement will, at the election of the Administrator, cease immediately if a recipient Agency is found to be improperly using or disclosing the shared information and data. In addition, such improper use or disclosure will be subject to the penalties provided by applicable law.

## **10. Term of Agreement:**

This agreement shall go into effect upon full execution hereof by both parties. It shall remain in effect unless and until terminated in accordance with paragraph 8 or 9.

## 11. Notices:

Any notices required by this agreement shall be in writing and shall be effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested, or by overnight courier, and mailed to the following addresses:

WCDA:                   Honorable Janet DiFiore  
District Attorney of Westchester County  
Westchester County Courthouse  
111 Dr. Martin Luther King, Jr. Blvd.  
White Plains, New York 10601

With copy to:         Robert Kelly  
Executive Director  
Westchester Intelligence Center  
85 Court Street  
White Plains, New York 10601

Agency:               Chief Emil Califano  
Ardsley Police Department  
507 Ashford Ave  
Ardsley, NY 10502

## 12. Compliance with Law:

WIC and Agency will comply with all applicable federal, state and local laws, codes, ordinances, rules, and regulations in performing activities under this agreement.

## 13. Execution of Memorandum of Agreement:

By executing this agreement, WCDAO and Agency acknowledge that they have received a copy of this agreement and will comply with its terms and conditions. This Memorandum of Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. A complete original will be kept on file with WIC.