

TOWN OF STONY POINT
74 EAST MAIN ST
STONY POINT, NY 10980
845-786-2716

APPLICATION FOR PUBLIC ACCESS TO RECORDS
(FOIL REQUEST)

Date: _____

To: Joan Skinner, Records Access Officer

I wish to inspect the following records(s): (Identify records you are interested in as clearly as possible.)

SEE ATTACHED

You may inspect documents first and then ask for copies of the ones you actually want.

Number of copies requested: _____ (\$.25 per copy)

Signature: _____

Printed Name: _____

Address: _____

City/State/Zip: _____

Daytime Phone: _____

For Agency Use Only

Approved: L. J. Sullivan

Date: 8/27/12

Time: 0925 hrs

Photocopies: Number _____ Charge _____

Denied (for the reason(s) checked below)

- ☐ Exempted by statute other than Freedom of Information
- ☐ Unwarranted invasion of personal privacy
- ☐ Would impair contract awards or collective bargaining agreements
- ☐ Trade secret; confidential commercial information
- ☐ Law enforcement records
- ☐ Would endanger the life or safety of any person
- ☐ Interagency or intra-agency materials
- ☐ Record is not maintained by this agency
- ☐ Record of which this agency is legal custodian cannot be found
- ☐ Other (specify) _____

Any person denied access to records may appeal the denial within 30 days of the denial. Such appeals should be addressed to the Supervisor of the Town of Stony Point, 74 East Main Street, Stony Point, NY 10980.



NYCLU

NEW YORK CIVIL LIBERTIES UNION

LOWER HUDSON VALLEY CHAPTER

Lower Hudson Valley Chapter
297 Knollwood Road
Suite 217
White Plains, NY 10607
Office: (914) 997-7479
Fax: (914) 997-2936
lowerhudsonvalley@nyclu.org

BY FIRST CLASS MAIL

July 30, 2012

Brian J. Moore
Stony Point Chief of Police
Stony Point Police Department
79 Route 210
Stony Point, NY 10980

Re: Public Records Request / Automatic License Plate Readers

To Whom It May Concern:

On behalf of the New York Civil Liberties Union, I write to request, pursuant to the state's Freedom of Information Law (Public Officers Law, Article 6), records regarding automatic license plate readers (ALPRs). ALPRs are also sometimes referred to as Automatic Vehicle Identification, Car Plate Recognition or License Plate Recognition equipment and/or software. This records request uses ALPR in reference to any of this technology.

Records Requested

Please provide copies of the following records created from January 1, 2006 to the present:

1. All records regarding your policies, practices and procedures for procuring and using ALPR technology, and for storing, accessing and sharing data obtained through ALPR technology;
2. All records regarding the procurement of ALPR technology, including
 - a. sources of funds used to pay for ALPR technology;
 - b. invoices for the purchase of ALPR technology;
 - c. local government approval for any ALPR purchase;
 - d. interactions with vendors, suppliers and potential suppliers of ALPR technology, including materials and fact sheets supplied by vendors describing their products;
3. All records regarding the use of ALPR technology, including
 - a. what types of data are obtained;
 - b. number of license plates scanned and/or read in a given time period (day, month, year, etc.);
 - c. the number of ALPR units or systems acquired;
 - d. the number of vehicles equipped with ALPR technology;

- e. for stationary deployments, the number and physical location of ALPR units;
 - f. the technical capabilities of the ALPR units;
4. All records regarding the storage of data obtained using ALPR technology, including
 - a. what types of data are stored for any period longer than an hour;
 - b. how long data is stored;
 - c. when data must be discarded;
 - d. how many individual license plate scan records your agency currently stores;
 5. All records regarding access to ALPR data, including
 - a. the legal justification required before an individual accesses ALPR data;
 - b. purposes for which the data may be accessed;
 - c. purposes for which the data may *not* be accessed;
 - d. who may access the data, what procedures they must go through to obtain access, and who must authorize access;
 - e. the existence or non-existence of a system that records who accesses the data and when the data is accessed;
 6. All records regarding the sharing of data obtained through ALPR technology, including
 - a. what type of data is shared;
 - b. which databases your agency puts collected ALPR data into;
 - c. third parties, governmental or private, that may access your agency's ALPR data, including what procedures third parties must go through in order to access the data and any restrictions placed on third parties regarding further sharing of your ALPR data;
 - d. any agreements to share ALPR data with outside agencies, corporations or other entities;
 7. All records regarding obtaining ALPR data from third parties, including which databases your agency can access;
 8. All training materials used to instruct members of your agency in ALPR deployment, data management, or operation of automated records systems that contain ALPR data to which any member of your agency has access, including regional or shared ALPR databases.

The Freedom of Information Law requires that an agency respond to a request within five business days of receipt of a request. Please note that if the requested records cannot be provided within 20 business days, Article 6 of the Public Officers Law mandates that the agency state, in writing, both the reason for the inability to grant the request within 20 business days and a date certain within a reasonable period, depending on the circumstances, when the request will be granted in whole or in part.

If for any reason any portion of this request is denied, please inform us of the reasons for the denial in writing and provide the name and address of the person or body to whom an appeal should be directed.

To the extent that these records can be made available in an electronic format, we request that they be provided in that format. We request to be notified before production of any fees associated with this request over \$25.00.

Please contact Daniel Berger by phone at 914-997-7479 or by email at dberger@nyclu.org with any questions. Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Daniel Berger", with a long horizontal flourish extending to the right.

Daniel Berger
Lower Hudson Valley Chapter Director
New York Civil Liberties Union



Stony Point Police Department

79 Route 210, Stony Point, New York 10980



Lieutenant Keith Williams
kwilliams@stonypointpd.org

Phone #: (845) 786-3304
Fax #: (845) 786-0865

The Stony Point Police Department did not start utilizing the Automated LPR until June 2010, therefore any records prior to that do not exist, except for information with regard to procurement of said LPR, which is included in this request.



ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

10/13/2009

****QUOTATION****

Delivered to:

Stony Point Police Dept.
Att: Lt. Keith Williams
79 Route # 210
Stony Point, New York 10980

Quotation valid until: December 31, 2009

Prepared by: Pat Fox

Projected Arrival Date: TBD

(Please mail your PO to the address above or FAX copies to the number above and (518) 452-7777.

Receipt of Goods

NASPO Multi-State Contract #PC62119 Award #19745
(California Participating Addendum)

WSCA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

OPERATION IMPACT TOOLS GRANT

Model #	Description	Cost	Units	Amount
MPH-900X2AD3 SPLIT TRANS	Mobile License Plate Reader - Includes two units with LPR Processors, cameras (color and IR LPR); Infrared Illuminators; enclosures, junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$16,350	1	\$16,350.00
MPH-900INSTALL	IN A TRANSPORTABLE RUGGEDIZED CASE. Hedley mounts to be mounted on a Ford Crown Victoria.			
OPERATION CENTER LICENSE	Operations Center License	\$972	1	\$972.00
EXTENDED WARRANTY	3 yr. extended warranty @ \$1,600.00 per year times 3 yrs. for a Total of \$4,800.00	\$4,800	1	\$4,800.00
ADDITIONAL CAR KIT	1 Extra power cord (\$125.00), 1 extra ethernet cable (\$100.00) and 1 extra GPS unit (\$96.00) for a total of \$321.00.	\$321	1	\$321.00
			TOTAL	\$22,443.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$1,600.00 per year	Hardware and Software	
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____





ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

12/31/2009
Operation Impact Tools Grant

Delivered to:

Stony Point Police Dept.
Att: Lt. Keith Williams
79 Route # 210
Stony Point, New York 10980

Quotation valid until: February 28, 2010
Prepared by: Pat Fox

Projected Arrival Date: TBD

(Please mail your PO to the address above or FAX copies to the number above and (518) 452-7777.

Receipt of Goods

NASPO Multi-State Contract #PC62119 Award #19745
(California Participating Addendum)
WSCA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

OPERATION IMPACT TOOLS GRANT

Model #	Description	Cost	Units	Amount
MPH-900X2AD3 SPLIT TRANS	Mobile License Plate Reader - Includes two units with LPR Processors, cameras (color and IR LPR); Infrared Illuminators; enclosures, junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$16,350	1	\$16,350.00
MPH-900INSTALL	IN A TRANSPORTABLE RUGGEDIZED CASE. Hedley mounts to be mounted on a Ford Crown Victoria.			
OPERATION CENTER LICENSE	Operations Center License (special DCJS pricing)	\$600	1	\$600.00
EXTENDED WARRANTY	1 yr. extended warranty	\$1,600	1	\$1,600.00
			TOTAL	\$18,550.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$1,600.00 per year	Hardware and Software	Included
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____





ELSA North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

12/31/2009
Operation Impact Tools Grant

Delivered to:

Stony Point Police Dept.
Att: Lt. Keith Williams
79 Route # 210
Stony Point, New York 10980

Quotation valid until: February 28, 2010

Prepared by: Pat Fox

Projected Arrival Date: TBD

(Please mail your PO to the address above or FAX copies to the number above and (518) 452-7777.

Receipt of Goods

NASPO Multi-State Contract #PC62119 Award #19745
(California Participating Addendum)

WCSA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

OPERATION IMPACT TOOLS GRANT

Model #	Description	Cost	Units	Amount
ADDITIONAL CAR KIT	1 Extra power cord @ \$125.00, 1 Extra ethernet cable @ \$100.00 and 1 Extra GPS unit with USB extension @ \$110.00 for a Total of \$335.00 to power up an additional vehicle.	\$335	1	\$335.00
			1	
			TOTAL	\$335.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$1,600.00 per year	Hardware and Software	Included
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____





ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

1/1/2010
Operation Impact Tools Grant
REVISED - Special DCJS Quote

Delivered to:

Stony Point Police Dept.
Att: Lt. Keith Williams
79 Route # 210
Stony Point, New York 10980

Quotation valid until: February 28, 2010
Prepared by: Pat Fox

Projected Arrival Date: TBD

(Please mail your PO to the address above or FAX copies to the number above and (518) 452-7777.

Receipt of Goods

NASPO Multi-State Contract #PC62119 Award #19745
(California Participating Addendum)
WSCA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

OPERATION IMPACT TOOLS GRANT

Model #	Description	Cost	Units	Amount
MPH-900X2AD3 SPLIT TRANS	Mobile License Plate Reader - Includes two units with LPR Processors, cameras (color and IR LPR); Infrared Illuminators; enclosures, junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$16,350	1	\$16,350.00
MPH-900INSTALL	IN A TRANSPORTABLE RUGGEDIZED CASE. Hedley mounts to be mounted on a Ford Crown Victoria.			
OPERATION CENTER LICENSE	Operations Center License	\$975	1	\$975.00
EXTENDED WARRANTY	1 yr. extended warranty - Special DCJS pricing for the 2nd year warranty which is 5% of the purchase price - \$866.25. The 3rd & 4th year warranty prices will be the state contract price of \$1,600.00 per year.	\$866	1	\$866.25
ADDITIONAL CAR KIT	This package includes (1) extra power cable, (1) extra ethernet cable, (1) extra GPS with USB extension and the labor to install this and put the software on a second computer so we can power up another unit for use.	\$359	1	\$358.75
			TOTAL	\$18,550.00

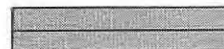
Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$866.25 (Special DCJS pricing for the 2nd year)	Hardware and Software	Included
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____





ELSAG North America Law Enforcement Systems, LLC

2

Server Details	
CPU, Memory, Hard Disk <i>(specify hard disk number and architecture, total available space – RAID, SAN)</i>	CPU AMD OPT 265 1.8G 940 2x1M 90N R 74Gb Raid 1, 2 ESata 750GB
O.S. <i>(including patches)</i>	Windows Server 2003
Virtual Machine	no
Data Retention Period	
Image Location <i>What machine and/or hard disk drive will archive images?</i>	Server
Network architecture Server Name Server LAN IP address Server public IP address <i>(if it needs to be accessed via Internet)</i> Firewall settings <i>(if any)</i>	Server: nts_1 10.24.191.151
Database <i>SQL Server available? What version? SQL 2005 Express is provided, but may not be suitable for larger installations. Is the database installed in a separate machine? If yes specify Machine Name, IP address</i>	Sql 2005 express
Clients (browsers) <i>Maximum number of clients connected at the same time? Are they connected to the server via LAN or Internet? What browser are they running (IE 6.0, I.E.7.0, other?)</i>	LAN, Ie7/8



ELSAG North America Law Enforcement Systems, LLC

1

Enhanced Operation Center Requirements and Information

Customer Info	
Customer	Stony Point Police Department
Date of Install	
LPR Administrator	
IT Contact	James Mutone
Address	

Requirements
• Intel Pentium IV 3.2 GHz or Higher • 2 GB ram (preferred), 1 GB required • 300 GB Hard Disk Free or Larger based on Capacity Planner Worksheet • Two LAN NICs (depending on Network Configuration) • Windows Server 2003 RS 32bit or Windows XP Professional (running 1 or 2 mobile units). We do not support Windows Server 2008 or Windows 7. • Have Administrator Rights Available for Install

The IT Architecture	
Connectivity to Cars	Wireless Long Range (cellular) ☐
	Wireless Short Range (WIFI) ☐
	Manual Data Download (USB thumb drive) X
Number of Cars	1
Car VPN <i>Is there a VPN connection between the cars and the server? Specify the type of VPN</i>	



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

January 6, 2011

Chief Patrick M. Brophy
Stony Point Town Police Department
79 Rt. 210
Stony Point, NY 10980

Re: DCJS #BR09637052 – License Plate Reader

Dear Chief Brophy:

Your request for continued use of the equipment purchased under this grant has been reviewed and accepted. Approval of this request is made providing the equipment continues to be used in accordance with the contracted activities and guidelines. If at any time during the life expectancy of the equipment your organization should dispose of any of these items, any proceeds realized must be reinvested in equipment items to continue your organization's activities. If the proceeds are not reinvested to continue activities, that percentage of the proceeds equal to the proportion of the original purchase price paid by funds from the contract must be paid to the State of New York.

If you have any questions or need additional information regarding this matter, please contact our office at (518) 457-8462. Thank you for your continued cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Dickens".

Ron Dickens
Assistant Director
Office of Program Development and Funding



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

January 14, 2011

Honorable William Sherwood
Town Supervisor
74 East Main Street
Stony Point, NY 10980

RE: Contract No. T-637052, LPR, BR-09

Dear Mr. Sherwood:

The above referenced contract between the Town of Stony Point and New York State Division of Criminal Justice Services has been selected for a desk audit. The purpose of this audit is to provide reasonable assurance that the program has met the fiscal requirements and terms of the contract in accordance with applicable state and federal regulations.

We reviewed the fiscal cost report and supporting schedule related to the above referenced grant. Our review identified items that require additional documentation and/or explanation:

- Copies of invoices and cancelled checks to support the grant expenditures claimed for equipment in the amount of \$16,350.
- Please provide a copy of your procurement procedures for obtaining the equipment. Acceptable documentation includes copies of quotes, state contract, competitive bid process or sole source approval.
- Please provide a copy of your Equipment Receiving and Inventory Report
- Copies of invoices and cancelled checks to support the grant expenditures claimed for "all other" in the amount of \$2,200.

Mr. Sherwood
Page -2-
January 14, 2011

In addition, please provide contact information for the person responsible for the equipment purchased under this grant. Our office will then contact the individual listed in your response and set up an appointment to inventory the equipment.

Please submit a written response to this office at the address listed below no later than January 25, 2011. Your response should include all supporting documentation and be mailed to the following address:

New York State Division of Criminal Justice Services
Office of Audit and Compliance
Attn: Desk Audit –Amanda Lesniewski
4 Tower Place, 1st Floor
Albany, NY 12203

If you should have any questions or require additional information concerning this letter, please contact Amanda Lesniewski of the DCJS Grant & Contract Audit Unit at (518) 457-1417.

Sincerely,



Robert Wright, CIA
Director of Internal Audit and Compliance

cc: Chief Patrick Brophy, Stony Point Town Police Department
Lieutenant Keith Williams, Stony Point Town Police Department



**STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES**

Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

March 11, 2011

Honorable William Sherwood
Town Supervisor
74 East Main Street
Stony Point, NY 10980

RE: Contract No. T-637052, LPR, BR-09

Dear Mr. Sherwood:

Thank you for the cooperation and courtesy extended during the recent desk audit of the above referenced contract.

The purpose of this desk audit was to provide reasonable assurance that this program has met the fiscal requirements and terms of the contract in accordance with applicable state and federal regulations.

We reviewed the supporting documentation provided by the Town of Stony Point. In our opinion, the Town of Stony Point is in compliance with the fiscal terms and conditions of this grant contract.

If you should have any questions or require additional information concerning this letter, please contact Amanda Lesniewski at (518) 457-1417.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Wright", followed by a horizontal line.

Robert Wright, CIA
Director of Internal Audit and Compliance

cc: Chief Patrick Brophy, Stony Point Town Police Department
Lieutenant Keith Williams, Stony Point Town Police Department



PACKAGE INCLUDES WARRANTY INFORMATION AND PACKING SLIP

3/2 Unit malfunctions + Frank Scalis: From ELSAG NA
(336) 209-8452 Removed unit + sent it back to ELSAG.

3/16/11 Terry Sorenson (336) 379-7135 Advises ELSAG is Replacing the
box + we should get new one 3/23 - 3/25/11.

3/28/11 Contacted Frank Scalis: AS new box had not arrived. He checked + Advises
it should arrive 3/29/11

3/29/11 New box received + installed but not functioning

3/30/11 Frank Scalis: came to PD troubleshoot problem + Advises unit is now
functioning properly

ELSAG North America

205-H Creek Ridge Road

Greensboro, NC 27406

Voice: 336-379-7135

Fax: 336-379-7164

Sales Order Date 3/25/2011

Ship Date: 3/25/2011

Packing List

Sales Order Number 100004171

Sales Invoice Number 14412

To:Stony Point, Town of
74 Main StStony Point, NY 10980
United States**Ship To:**Stony Point, Town of
74 Main StStony Point, NY 10980
United States

Customer ID	PO Number	Sales Rep Name
STONY POINT, TOWN (	Warranty	FOX
Customer Contact	Shipping Method	Payment Terms
	Ground	Net 15 Days

Packing List

Sales Order Number 100004171

Sales Invoice Number 14412

Item Description	This Shipment	QTY Packed
420102 - 2 Port Trunk Box - ADM3 Split	1.00	/

Camera Serial Numbers:

Trunk Box Serial Numbers:

Comments:

PB21951

Velco

QA Approval:

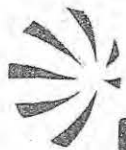
Date:

3-25-11

BOX 1 OF 1

Return Label

BS
CDH
SW
No DC-ChipW
NP
3-9-11
3-23-11



ELSAG North America

A Finmeccanica Company



ELSAG NORTH AMERICA, LLC
ONE (1) YEAR LIMITED WARRANTY

COVERAGE

ELSAG North America, LLC ("ELSAG") warrants this ELSAG hardware product against defects in design, materials and workmanship under normal use in accordance with the specifications and documentation for a period of ONE (1) YEAR from the date of purchase by the original end- user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, ELSAG will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

EXCLUSIONS AND LIMITATIONS

ELSAG does not warrant that the operation of the Product will be uninterrupted or error free. ELSAG is not responsible for damage arising from failure to follow instructions relating to the Product's use. This warranty does not apply: (a) to errors or defects caused by persons or entities other than ELSAG, including, without limitation, errors or defects in any third-party software or products and errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than ELSAG or an ELSAG Authorized Service Provider; (b) to any breach of the Product (camera and trunk box/processing unit) seal by someone other than ELSAG or an ELSAG Authorized Service Provider; (c) to pre-existing conditions in the installation environment or vehicle; (d) to damage from accident, abuse, misuse or introduction of foreign objects into the Product; (e) to unauthorized Product repairs, modifications or alterations; (f) to failure to follow the manufacturer's instructions; (g) to third party actions (i.e., fire, collision, vandalism, theft, etc.); (h) to elements of acts of war or acts of God; (i) to battery leakage or improper use of any electrical source; (j) to cosmetic or structural damage to case or frame of the Product or to any non-operating part including decorative parts; (k) to any damage to the Product covered by an insurance policy (in such a case, this Warranty will cover any applicable deductible, subject to the terms of coverage and exclusions set forth herein); (l) to preventative maintenance; (m) to any damage which is not reported during the Term of this Warranty; (n) to costs associated with the installation, removal or reinstallation of the Product; and (o) to consumable parts, such as batteries and cables, unless damage has occurred due to a defect in materials or workmanship. Items not covered under warranty (but available for purchase) include; camera glass, batteries, network cables, transportable cables and transportable power cables.

Invoice:	Date: 25Mar11	SHIPPING:	0.00
Customer: 4171	Wgt: 8.3 LBS	SPECIAL:	0.00
Dept:	COD:	0.00 HANDLING:	0.00
PO Number:	DV:	0.00 TOTAL:	0.00

Svcs: GND PPD RMGR
TRCK: 519397060411529

From:

TOWN OF STONY POINT
74 E MAIN ST

CAD: 781815/CAFE2472

STONY POINT, NY 10980
(914) 715-7087

TO ANDY PEREZ
ELSAG NORTH AMERICA
205 - H CREEK RIDGE RD

(336) 379-7135

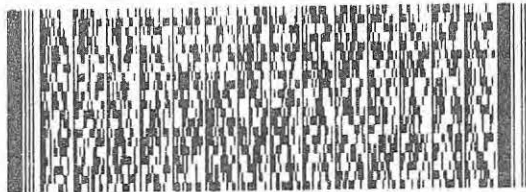
FedEx
Ground

GREENSBORO, NC 27406

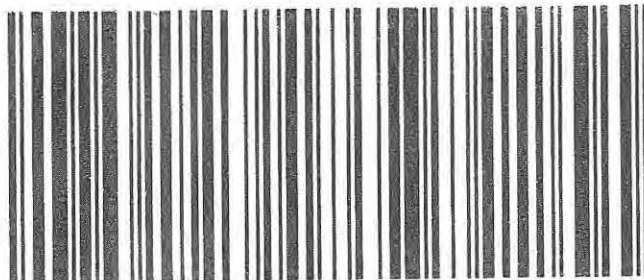
(US)



Ref: 4171



1
of
1



(9612137) 5193970 60411529

GND
Prepaid

RETURN MGR

Post # 156148-434 RIT2 10/10



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

January 6, 2011

Chief Patrick M. Brophy
Stony Point Town Police Department
79 Rt. 210
Stony Point, NY 10980

Re: DCJS #BR09637052 – License Plate Reader

Dear Chief Brophy:

Your request for continued use of the equipment purchased under this grant has been reviewed and accepted. Approval of this request is made providing the equipment continues to be used in accordance with the contracted activities and guidelines. If at any time during the life expectancy of the equipment your organization should dispose of any of these items, any proceeds realized must be reinvested in equipment items to continue your organization's activities. If the proceeds are not reinvested to continue activities, that percentage of the proceeds equal to the proportion of the original purchase price paid by funds from the contract must be paid to the State of New York.

If you have any questions or need additional information regarding this matter, please contact our office at (518) 457-8462. Thank you for your continued cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Dickens".

Ron Dickens
Assistant Director
Office of Program Development and Funding

STATE AGENCY NYS Division of Criminal Justice Services 4 Tower Place Albany, NY 12203	NYS COMPTROLLER'S NUMBER: T637052 (Contract Number) ORIGINATING AGENCY CODE: 01490 - NYS Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Stony Point, Town of 74 E. Main St. Stony Point NY 10980	TYPE OF PROGRAMS: Byrne JAG Recovery DCJS NUMBERS: BR09637052
FEDERAL TAX IDENTIFICATION NO: 13-6007332 MUNICIPALITY NO: (if applicable) 390381300 000	INITIAL CONTRACT PERIOD: FROM 01/01/2010 TO 12/31/2010 FUNDING AMOUNT FROM INITIAL PERIOD: \$18,550.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if Exempt is entered above, reason for exemption. N/A Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ☒ APPENDIX A Standard Clauses required by the Attorney General for all State contacts ☒ APPENDIX A1 APPENDIX A1 Agency-specific Clauses ☒ APPENDIX B Budget ☒ APPENDIX C Payment and Reporting Schedule ☒ APPENDIX D Program Workplan ☐ APPENDIX F Guidelines for the Control and Use of Confidential Funds ☐ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment ☒ APPENDIX Other (Identify) APPENDIX X
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS NYS Division of Criminal Justice Services BY: Anne Marie Strano , Director Date: 02/23/2010 Office of Program Development and Funding: State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Hon. Philip Marino Town Supervisor Date: 02/11/2010	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract

Byrne JAG Recovery

AGREEMENT

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used) GMS Amendment. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s) create and amendment to the GMS record. Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the

STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - William Sherwood on 02/11/2010

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability,

genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin,

sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service

of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business

30 South Pearl St -- 7th Floor

Albany, New York 12245

Telephone: 518-292-5220

Fax: 518-292-5884

<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development

30 South Pearl St -- 2nd Floor

Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803

<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at
<http://criminaljustice.state.ny.us/ofpa/forms.htm>.

(rev)June, 2006

Certified by - William Sherwood on 02/11/2010

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto. The parties agree, however, that DCJS may unilaterally amend only the following sections of the Budget Amendment/Grant Extension form (DCJS-55) to insure accuracy and completeness: identification of Federal Funds or State Funds; #1 Grantee Name; #2 County; #3 Contract No.; #4 Implementing Agency; #5 DCJS No.; #7 Project Title; #9 Date of Last Approved Request; #10 Contract Duration; and A. Approved Project Budget. DCJS shall initial such amendment(s) and shall provide Grantee with a copy of the corrected DCJS-55 that was unilaterally amended by DCJS.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets,

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its

offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter         Report Due

January 1 - March 31        May 15

April 1 - June 30         August 15

July 1 - September 30         November 15

October 1 - December 31        February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

-Activities to be performed;

-schedule;

-Project policies;

-Other policies and procedures to be followed;

-Dollar limitation of the Agreement;

-Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

-Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

-OMB Circular A 21, Cost Principles for Educational Institutions;

-OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

-OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

-OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

-OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument

signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

VER073109

Certified by - William Sherwood on 02/11/2010

APPENDIX B - Budget Summary by Participant

Stony Point, Town of Stony Point Town Police Department - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	License Plate Reader	1	\$16,950.00	\$16,950.00	\$16,950.00	\$0.00
Total				\$16,950.00	\$16,950.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	License Plate Reader (LPR) Extended Warranty	1	\$1,600.00	\$1,600.00	\$1,600.00	\$0.00
Total				\$1,600.00	\$1,600.00	\$0.00

Stony Point Town Police Department Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$18,550.00	\$18,550.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$18,550.00	\$18,550.00	\$0.00

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT     PAYMENT DUE DATE

1       Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4       Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding years appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantees actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.

-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.

-DCJS approval to subaward to another organization.

-DCJS approval for overtime payments exceeding 25 percent of an employees annual personnel cost.

-DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.

\$ DCJS approval to reallocate funds between Personal Services and Non Personal Services.

VER073109

Certified by - William Sherwood on 02/11/2010

Project No. Grantee Name
IM09-1068-E00 Stony Point, Town of

02/23/2010

APPENDIX D - Work Plan

Goal

To increase public safety within the Town of Stony Point through the detection and reduction of motor vehicle related crimes, including but not limited to motor vehicle theft and motor vehicle insurance fraud.

Objective #1

To develop a strategy for the Town of Stony Point that will reduce motor vehicle theft related crime through the deployment of a License Plate Reader (LPR) and the integrated efforts of city, county, and state law enforcement agencies that serve Rockland County.

Task #1 for Objective #1

Research and develop a threat assessment describing the scope of the crime problem using current UCR Part 1 crime data and other resources available.

Performance Measure

- 1 Include in the first quarterly progress report a threat assessment and the overall strategy to be implemented in order to address the identified threat.

Task #2 for Objective #1

Identify and meet with those law enforcement agencies whose efforts would be integrated into the strategy and request their assistance in developing the strategy.

Performance Measure

- 1 During the first quarter of the contract year, initiate meetings among the partner agencies and include the dates of the meetings and which agencies attended in quarterly progress report submitted to DCJS.

Objective #2

To enhance enforcement abilities relating to stolen vehicles, unregistered/uninsured motor vehicles, persistent scoff law violators, unlicensed operators, and sex offenders, while maintaining homeland security obligations through the implementation of a License Plate Reader (LPR).

Task #1 for Objective #2

Acquire the necessary equipment to enhance the ability of patrol to meet the needs of the community more efficiently.

Performance Measure

- 1 Include in the appropriate Quarterly Progress Reports to DCJS, the type of LPR unit installed (mobile or fixed) and date(s) of equipment installation and implementation

Task #2 for Objective #2

Develop a written departmental policy regarding the use of the License Plate Reader (LPR).

Performance Measure

- 1 Include in the appropriate Quarterly Progress Reports to DCJS, the written departmental policy.

Task #3 for Objective #2

Provide training to those individuals authorized to utilize the License Plate Reader (LPR).

Performance Measure

- 1 Include in the appropriate Quarterly Progress Reports to DCJS, the number of personnel who attended vendor and/or in-house instruction regarding the use of the License Plate Reader (LPR).

Task #4 for Objective #2

Deploy personnel assigned to the vehicle equipped with the License Plate Reader (LPR) for investigative purposes and/or into areas deemed as high traffic, elevated crime, and/or a potential security threat.

- | | |
|----|---|
| # | Performance Measure |
| 1 | Number of stolen vehicles recovered. |
| 2 | Number of felony arrests resulting from stolen vehicles recovered. |
| 3 | Number of misdemeanor arrests resulting from the recovery of a stolen vehicle. |
| 4 | Number of suspended and/or revoked registrations. |
| 5 | Number of felony arrests resulting from suspended and/or revoked registrations. |
| 6 | Number of misdemeanor arrests resulting from suspended and/or revoked registrations. |
| 7 | Number of stolen plates recovered. |
| 8 | Number of felony arrests resulting from stolen plates recovered. |
| 9 | Number of misdemeanor arrests resulting from stolen plates recovered. |
| 10 | Number of wanted individuals. |
| 11 | Number of felony arrests resulting from wanted individuals. |
| 12 | Number of misdemeanor arrests resulting from wanted individuals. |
| 13 | Number of individuals wanted for delinquent spousal support. |
| 14 | Number of felony arrests resulting from individuals wanted for delinquent spousal support. |
| 15 | Number of misdemeanor arrests resulting from individuals wanted for delinquent spousal support. |
| 16 | Number of plates read by the License Plate Reader (LPR). |
| 17 | Number of AMBER Alerts. |
| 18 | Number of guns recovered. |
| 19 | Amount of money seized. |
| 20 | Types of drugs recovered. |
| 21 | Value of drugs recovered (estimated). |
| 22 | Number of multi-agency initiatives (DMV, NYSP, Probation, etc.). |
| 23 | Successes not mentioned above. |
| 24 | Recommendations. |

Objective #3

To report directly to the federal Bureau of Justice Assistance (BJA) on performance measures for grant programs that are supported by Byrne JAG ARRA or Byrne JAG funds through the Performance Measurement Tool (PMT) for each quarter of the contract year.

Task #1 for Objective #3

The grantee will sign onto the PMT utilizing the ID, password and instructions provided by DCJS and follow appropriate procedures to report data within 45 days after the end of the calendar quarter.

- | | |
|---|--|
| # | Performance Measure |
| 1 | Provide the date on which the data was entered into the PMT for each quarter of the contract year. |

Project No. Grantee Name
IM09-1068-E00 Stony Point, Town of

02/23/2010

APPENDIX D - Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

General ConditionsSpecial Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services. This award is for the initial contract period stated on the attached contract signature page and subject to one or two 1 year renewal options as indicated on the attached contract signature page, contingent upon available appropriation and Grantee performance.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Law enforcement Grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257.

All criminal justice information management software which Grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services, as applicable.

Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimreporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

In addition to the submission of program progress reports as outlined in Appendix A-1, the Grantee will also provide information to assist DCJS in completing the Byrne JAG Program Performance Measures on a quarterly basis. This information will be reported through the DCJS GMS or on a form prescribed by DCJS. These reports will be due on the same schedule as the other program progress reports as outlined in Appendix A-1. Information about these Performance Measures can be found at: www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf

No monies from this award or the accompanying match may be obligated to support the investigation, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capability to ensure compliance and monitor activities.

FFY 2009 Byrne JAG ARRA expenditures must be made by February 28, 2013. Any extension beyond this time is contingent upon BJA's approval of the State's request for an award extension.

RECOVERY ACT SPECIAL CONDITIONS

Reporting and Registration Requirements under Section 1512 of the Recovery Act

The Grantee is required to report the information described in Section 1512 of the Recovery Act using a form prescribed by DCJS. The form will collect the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282). The data provided will be used by DCJS to complete its reporting obligations under Section 1512 of the Recovery Act. The reports are due no later than 5 calendar days after each calendar quarter in which the Grantee receives Recovery Act funding. Information from these reports will be made available to the public. The Grantee will report:

- (1) the total amount of recovery funds received;

- (2) the amount of recovery funds received that were expended or obligated to projects or activities;

- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--

 - the name of the project or activity

 - a description of the project or activity

 - an evaluation of the completion status of the project or activity

 - an estimate of the number of jobs created and the number of jobs retained by the project or activity a description of the project or activity; and

- (4) detailed information on any subawards or vendors retained by the Grantee.

Grantees must obtain and provide to DCJS a Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com). Grantees must also obtain and maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds.

Separate Tracking and Reporting of Recovery Act Funds and Outcomes

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recovery Act funds may be used in conjunction with other funding as necessary, but tracking and reporting of Recovery Act funds must be separate. The accounting systems of all Grantees must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

The Grantee will ensure that all personnel whose activities are to be charged to a Recovery Act grant will maintain timesheets to document hours worked for activities related to the grant as well as non-grant related activities.

Grantees must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Access to Records; Interviews

The Grantee understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)) and DCJS, and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any contractor or subcontractor. The Grantee also understands and agrees that DOJ, DCJS, and the GAO are authorized to interview any officer or employee of the Grantee (or of any contractor or subcontractor) regarding transactions related to this Recovery Act award.

One-time Funding

The Grantee understands that awards under the Recovery Act will be one-time awards and accordingly that its project activities and deliverables are to be accomplished without additional DCJS or DOJ funding.

Misuse of award funds

The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Additional Requirements and Guidance

The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

The Grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by DCJS. Compliance with these requirements will be monitored by DCJS.

The Grantee is required to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Grantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix ARRA- in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. This information is needed to allow DCJS to properly monitor Grantee expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

Notwithstanding the provisions of paragraph I(D) of the Agreement, any change in scope (Appendix D) is subject to the approval of the Office of the State Comptroller.

CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

APPENDIX E (American Recovery and Reinvestment Act of 2009 Additional Terms and Conditions)

Posting Job Listings on the New York State Job Exchange (Rider A)

All CONTRACTS funded under the American Recovery and Reinvestment Act of 2009 (ARRA) must post all related jobs through the Department of Labor Job Exchange which is a free service that allow public access. There are four ways that the Grantee can post jobs on the Exchange website.

Option 1:

The preferred approach is for the company to initially register through the New York State Department of Labors Job Exchange <http://www.labor.state.ny.us> website for an employer account. This service allows the employer to directly manage their job orders status throughout the recruitment process. Approval for access is received within 3 business days which allows the employer to then list their job orders. The job orders are open to the public on this website and the job orders also roll over into the Department of Labors One Stop Operating System (OSOS) for local One-Stop service.

Option 2:

The employer can complete a job order form and fax it to either of the following as appropriate. For jobs that are located in New York City the employer can use the NYC Fast Fax form http://www.labor.state.ny.us/formsdocs/does/ES515_584.pdf and fax it to (718) 780-9458. Regarding jobs that are located outside of New York City, the employer can use the NYS Fast Fax Form <http://www.labor.state.ny.us/formsdocs/does/es515.pdf> and fax to (518) 485-1333.

Option 3:

The employer can e-mail specifics of their job orders by using a fillable NYS Job Order Form <http://www.labor.state.ny.us/businessservices/PDFs/FastFax%20Electronic.rtf>. If the jobs are located in New York City, the employer would send the completed form to DoES_LO584@labor.state.ny.us address. If the jobs are located outside of New York City the employer would send the completed form to the nysjobbank.does@labor.state.ny.us address.

Option 4:

The employer can speak with a representative concerning the placement of a job order. If the jobs are located in New York City, the employer should call (718) 780-9499. If the jobs are located outside of New York City the employer should call 1-888-4-NYSDOL.

RIDER A

American Recovery & Reinvestment Act of 2009, Grantee Obligations

1. Since this agreement contains ARRA stimulus funds, the Grantee will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Grantees will post through the New York State Department of Labor at <http://labor.state.ny.us> notwithstanding any other posting they might make. Any advertisements posted by the Grantee for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.

2. The Grantee will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this agreement and submit reports as requested by the State of New York. The State of New York as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.

3. The GRANTEE is also responsible for holding all sub grantees to the above reporting requirements.

4. CONTRACT Funding

a. ARRA Funds 100%

b. State Funds 0%

c. Other Fund Dollars 0%

CONTRACT Total \$18,550

Certified by - William Sherwood on 02/11/2010

NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
OFFICE OF PROGRAM DEVELOPMENT AND FUNDING

Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances

The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66 or 70 (administrative requirements for grants or programs), Common Rule, that govern the application, acceptance, and use of Federal funds for this federally-assisted project. The applicant also assures and certifies that:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR

Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL,

Certified by - William Sherwood on 02/11/2010

Project # IM09-1068-E01 Operation IMPACT Tools Initiative Project Status: Pending Signatures
Participant: Stony Point, Town of

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout
------	---------	--------------	--------	-----------	-----------	------------	-------------------

Search
Open

The following Assurances must be certified before the Project can be submitted.

#	Assurance	Certified by	Certified Date
---	-----------	--------------	----------------

Go to
Attachment
Progress
Site
Review
Financial
Equipment

The following Appendices must be certified before the Project can be E-Signed.

Reports
Application
Deficiency
Contract
Award

Help
Logout

Login ID:
wsherwood

Version
2.1.5

#	Appendix	Certified by	Certified Date
1	AGREEMENT STATE OF NEW YORK AGREEMENT This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof. WITNESSETH: WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can ...	William Sherwood	11/18/2010
2	APPENDIX A STANDARD CLAUSES FOR NYS CONTRACTS The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party): 1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to ...	William Sherwood	11/18/2010
3	APPENDIX A1 AGENCY-SPECIFIC CLAUSES 1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties. For grant solicitations or direct grant awards announced on	William Sherwood	11/18/2010

<https://grants.criminaljustice.state.ny.us/Project/Acceptance.jsp>

11/18/2010

	or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is ...		
	APPENDIX C PAYMENT AND REPORTING SCHEDULE NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1. For All Grantees: 4 1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions. All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement. 2. Grantees must submit all r...	William Sherwood	11/18/2010
	Amendment certified on - 11/18/2010 Amendment Type - Over Ten Percent Reall Contract Start Date - 01/01/2010 Contract End Date - 12/31/2010 Contract Amount - \$18,550.00 This appendix displays the values created for this Amendment. Cancel if the values are not correct. Amendment created on - 11/10/2010 Prior Contract Terms 5 Contract Start Date - 01/01/2010 Contract End Date - 12/31/2010 Contract Amount - \$18,550.00 APPENDIX X AMENDMENT OF GRANT CONTRACT TERMS Agency Code: 01490 This is an Appendix (Appendix X) to th...	William Sherwood	11/18/2010
	APPENDIX E (American Recovery and Reinvestment Act of 2009 Additional Terms and Conditions) Posting Job Listings on the New York State Job Exchange (Rider A) 6 All CONTRACTS funded under the American Recovery and Reinvestment Act of 2009 (ARRA) must post all related jobs through the Department of Labor Job Exchange which is a free service that allow public access. There are four ways that the Grantee can post jobs on the Exchange website. Option 1: The preferred approach is for the company to initially	William Sherwood	11/18/2010

	register through the New York State Department...		
	NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES OFFICE OF PROGRAM DEVELOPMENT AND FUNDING		
7	Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances	William Sherwood	11/18/2010
	The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) an...		

The contract has been electronically signed by William Sherwood on 11/18/2010.

DCJS Approval

POLICE DEPARTMENT

Town of Stony Point
79 Route 210
Stony Point, NY 10980

Patrick M. Brophy, Chief of Police

GENERAL ORDER 434	SUBJECT LICENSE PLATE READER		EFFECTIVE DATE 04/16/08
RESCINDS	AMENDS	CROSS REFERENCE	PAGE 1 OF 7

I. PURPOSE

It shall be the policy of the Stony Point Police Department to establish a uniform procedure for the proper use of the Mobile License Plate Reader (LPR) device by Department members.

II. DEFINITION

The Mobile License Plate Reader (**LPR**) is a vehicle mounted camera system that is capable of reading and analyzing data from license plates. The LPR represents an innovative tool for patrol officers and investigators in crime prevention, stolen vehicle recovery, scofflaw compliance, Missing Person/Amber Alert/Silver Alert recoveries, and follow up investigations.

III. POLICY

- A. All LPR units shall be installed in patrol vehicles by qualified Department members in accordance with training received from the manufacturer, DCJS, or the LPR coordinator.
- B. LPR equipped vehicles should be deployed as often as possible on each tour, but at a minimum of eight (8) tours per week. Deployment of LPR will be monitored by the Department LPR coordinator to assure compliance.

- C. An LPR log indicating the officer, shift, date, assignment and data indicating number of arrests, recoveries based on LPR "hits" will be completed daily by every officer utilizing the LPR equipped vehicle. The LPR log will be forwarded to the LPR coordinator, who will forward same to the Administrative Lieutenant.

IV. PROCEDURE

A. GUIDELINES

1. The LPR provides an audible alarm and displays a picture of the suspect plate, that was read and compared to its database, on the MDT screen. The LPR will display the reason for the alarm/"hit"(i.e.SUSPENDED/REVOKED, STOLEN, WANTED, etc.) on the MDT screen, in addition to the State or Canadian Province of the associated license plate corresponding to the "hit". Before stopping a vehicle based on an LPR "hit" officers should VERIFY that the State of the plate "hit" matches the plate number and State on their MDT screen.
2. During the course of a Tour when alarms are issued by Radio Headquarters for Wanted/Missing person(s), stolen vehicles, or any other type alarm indicating an associated license plate, officers utilizing an LPR equipped vehicle **should** manually enter the associated plate into the LPR Database and document same in the LPR log.
3. The Stony Point Police Department participates and is subject to guidelines utilized during an AMBER Alert. As such, the LPR equipped vehicle **WILL BE** deployed immediately if an AMBER Alert is warranted as per G.O. 404. The LPR database will be immediately updated to include license plate information of suspect vehicle during activation of an AMBER Alert. The LPR equipped vehicle will remain in-service for the duration of the AMBER Alert. Additionally, the LPR database will be searched for prior contact with suspect license plate and if founded, same will be forwarded to the Detective Bureau immediately.
4. Any arrest or incident resulting from the use of the LPR will require a CAD entry, and Arrest/Incident Report . It will also be documented in the LPR log.

B. TRAFFIC STOPS

1. All traffic stops based on an LPR alarm will be made in a safe manner, and in accordance with G.O. 508.
2. Due to its set-up, it is recognized that most LPR traffic stops will be made on vehicles that are on-coming in traffic to the patrol vehicle. As a result it is incumbent that the officer utilizing the LPR equipped vehicle exercise greater caution when attempting to turn and make a traffic stop.
3. Most LPR traffic stops will involve a Misdemeanor offender, however, they may often involve a Felony offender. Officers shall take the necessary precautions for their personal safety, and the safety of the public and shall make an LPR-based traffic stop in accordance with G.O. 508.

C. MAINTENANCE

1. The LPR database needs to be updated once daily by installing XXXXXX File on the MDT. Officers can obtain the update file on their issued flash drives, as instructed by the LPR Program manager, when acquiring their TRACS update. Alarms manually entered into database should be removed from same upon cancellation of said alarm.
2. The removal of the cameras and processor from the vehicle will be completed only by trained personnel. LPR equipment will be removed from vehicle if it will be out of service for an extended period of time (in excess of 5 business days). Provided LPR needs to be removed, it will be installed into the "back up" patrol vehicle wired to accommodate the LPR system. Normal vehicle maintenance will NOT require removal of LPR equipment.
3. The trunk-mounted cameras DO NOT have to be removed for the purposes of using an automatic car wash.

4. Officers may use a damp cloth or paper towel to clean the surface of the cameras if they become dirty and performance is impeded.

5. Any problems with the LPR equipment and/or software should be reported to the Tour Supervisor immediately. A Computer Work Order form will be completed (unless problem is rectified immediately) and forwarded to the LPR Program coordinator, who will notify the Administrative Lieutenant.

D. SECURITY

1. All unattended patrol vehicles should be secured in accordance with Department policy.

E. STORAGE

1. LPR equipment removed for any reason, and not re-installed, shall be stored in a secure location as determined by the Administrative Lieutenant.

Approved by,

Patrick M. Brophy
Chief of Police

Lt. Brian Moore

From: Lt. Brian Moore [bmoore@stonypointpd.org]

Sent: Wednesday, November 10, 2010 2:49 PM

To: michael.passaro@dcjs.state.ny.us

Subject: Reallocation request

11/10/2010

Mr. Michael Passaro

DCJS

The Town of Stony Point is requesting a budget reallocation for contract # T637052. We wish to move \$600.00 from the equipment category and place it in the all other category in order to pay the \$2,200.00 actual expense of the warranty. This will reduce the cost of the License Plate Reader to \$16,350.00, which is the actual cost of the unit itself.

Thank you in advance for your assistance with this matter.

Best regards,

Lt. Brian J. Moore
Executive Officer
Stony Point Police Department
79 Route 210
Stony Point, NY 10980
(845) 786-2422

11/10/2010

- 12723 -



Stony Point Police Department

79 Route 210, Stony Point, New York 10980



Lieutenant Keith Williams
kwilliams@stonypointpd.org

Phone #: (845) 786-3304
Fax #: (845) 786-0865

FAX

To: *DCJS*

From: Lt. Williams

Fax:

Pages:

Phone: *518 485-2728* Date:

RE: *Operation IMPACT Tools Grant* ATTN: *MIKE PASSARO*

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments: The documents that accompany this telecopy transmission contain information from the Town of Stony Point Police Department, which may be confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on the transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopy transmission is strictly prohibited. In this regard, if you have received this telecopy in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.



Stony Point Police Department

79 Route 210, Stony Point, New York 10980



Lieutenant Keith Williams
kwilliams@stonypointpd.org

Phone #: (845) 786-3304
Fax #: (845) 786-0865

FAX

To: *DCJS*

From: Lt. Williams

Fax:

Pages:

Phone: *518 485-2728* **Date:**

RE: *Operation IMPACT Tools Grant* **ATTN:** *MIKE PASSARO*

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•**Comments:** The documents that accompany this telecopy transmission contain information from the Town of Stony Point Police Department, which may be confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on the transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopy transmission is strictly prohibited. In this regard, if you have received this telecopy in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.



Stony Point Police Department



79 Route 210, Stony Point, New York 10980

Lieutenant Keith Williams
kwilliams@stonypointpd.org

Phone #: (845) 786-3304
Fax #: (845) 786-0865

January 27, 2010

NYS DCJS
4 tower Place
Albany, N.Y.

ATTN: Mike Passaro

Mike, please find attached the required letter from the Rockland County District Attorney's Office with regard to the Operation IMPACT Tools Grant award for our Department; PROJECT # IM 09-1068-EOO. I will forward the original via US mail. Hopefully this will enable the contract to be forwarded so that this program can be implemented by our Department. Thanks in advance for your cooperation.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Lt. Keith Williams", with a long horizontal line extending to the right.

Lt. Keith Williams



Office of the
District Attorney
County of Rockland

THOMAS P. ZUGIBE
DISTRICT ATTORNEY

January 26, 2010

New York State
Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203

Re: License Plate Reader, Stony Point Police Department, Stony Point, New York

To Whom It May Concern:

It has come to my attention that the Stony Point Police Department, Stony Point, New York, is applying for a grant that will cover the cost of a License Plate Reader for the Department.

Please be advised that as the Rockland County District Attorney, I fully support the application of the Stony Point Police Department and their efforts to obtain a license plate reader. LPR systems have proven to be an invaluable tool in making roadways safer by getting unregistered and uninsured vehicles off the road. This strategic use of technology, in tandem with good, old-fashioned police work, will allow the Stony Point Police Department to stay one step ahead of those individuals who break the law, ultimately making Rockland County safer.

Please feel free to contact me if you have any questions or concerns. I appreciate your time and consideration of the Stony Point Police Department's application.

Very truly yours,


THOMAS P. ZUGIBE
District Attorney

Lt. Keith Williams

From: dcjs.sm.mvtp [dcjsmvtp@dcjs.state.ny.us]
Sent: Friday, February 26, 2010 11:34 AM
To: 'kwilliams@stonypointpd.org'
Cc: 'sppd@stonypointpd.org'
Subject: Executed Contract Letter for the Town of Stony Point
RE DCJS #: BR09637052 – Town of Stony Point

Dear Lieutenant Williams:

The above mentioned grant contract is fully executed between the Division of Criminal Justice Services (DCJS) and your organization. The terms and conditions of the agreement should be carefully reviewed online in the GMS system. *(If you would like to view and print the entire contract, click on the Acceptance Tab, scroll down, and click on "Click here to view the Award Contract PDF".)*

As outlined in the contract, you are required to submit vouchers and fiscal cost reports for each month of the contract period or quarterly as described in Appendix C of your contract. All vouchers and fiscal cost reports must be submitted in triplicate to the **DCJS Finance Office** at the above address. Payment vouchers are available for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>. Your Fiscal Cost Reports (FCRs) may be completed online via the new DCJS Grants Management System (**GMS**), then printed for signatures and mailed. *(NOTE: If you have not yet registered for the GMS System, please visit <http://criminaljustice.state.ny.us/ofpa/gms.htm> for a registration form and user information.)* In addition, please note that a separate fiscal ledger which accurately details the disbursement and expenditure of these grant funds must be maintained by you for audit purposes.

The contract also requires the submission of quarterly progress reports (as outlined in Appendix A1 of your contract) which describe and document the operation of this project. The quarterly report format has been designed to collect information that is essential in properly evaluating the progress of your program in relation to the goals, objectives, tasks, and performance measures specified in your contract. Quarterly reports must be completed online via the **GMS** System. You are not required to print or mail these reports. **Additionally, you should note that if your contract has a retroactive start date, you may have reports that are currently overdue. These reports must be submitted within 15 days of receipt of this letter or a stop payment will be placed on your contract.**

Project #

1M09-1068-E00

Operation/IMPACT
Tools grant

If you have an equipment line in your contract, please update all inventory received to the Property Module of the **GMS** system. You may, if you wish, print a hardcopy version of your grant equipment inventory for your files. Additionally, if a Budget Amendment/Contract Extension is needed for your program, please use the Budget Amendment/Contract Extension forms available for download at the above noted Website address.

Failure to comply with the provisions of this contract or to submit the required progress reports will result in the rejection of vouchers submitted by your agency.

If you have any questions concerning the contract or should you require technical assistance concerning the operation of your project, please phone Michael Passaro at 518.485.0910.

Sincerely,



Eileen Langer-Smith
Criminal Justice Program Specialist
Office of Program Development & Funding

cc: Hon. Philip Marino, Town Supervisor, Town of Stony Point

This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system.

2/26/2010



POLICE DEPARTMENT

Town of Stony Point

79 Route 210, Stony Point, New York 10980

Tel: 845.786.2422 • Fax: 845.786.3120



Facsimile Cover Sheet

Date: 3/1/10
From: Stony Point PD
To: ELSAG North America
Attn: PAT FOX

Number of pages: 3 (including this Cover)

If you do not receive a good copy - please call.

Name of Sender: LT. Scott Williams #640

The documents that accompany this telecopy transmission contain information from the Town of Stony Point Police Department, which may be confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on the transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopy transmission is strictly prohibited. In this regard, if you have received this telecopy in error, please notify us by telephone immediately, so that we can arrange for the return of the original documents to us at no cost to you.

Scanned
3/1/10

In accordance with instructions from the New York State Department of Taxation and Finance this purchase order shall be accepted in lieu of exemption certificates. Vendor must retain this copy to substantiate exempt sale.

Tax Exempt No. 13-6007332W

Town of Stony Point

No 2151

74 Main Street, Stony Point, New York 10980

~~845~~ 786-2716

~~845~~ FAX: 786-3248

TO ELSAG North America
412 Clock Tower Commons
Brewster, N.Y. 10509

SHIP TO

STONY POINT POLICE DEPT
79 ROUTE 210
STONY POINT, N.Y. 10980

SHIP TO ABOVE UNLESS OTHERWISE NOTED HERE

DATE	DATE REQUIRED	TERMS	SHIP VIA	F.O.B.	REQUISITION NO.
2/26/10	UPON RECEIPT				

QUANTITY		DESCRIPTION / STOCK NUMBER	PRICE	AMOUNT
ORDERED	RECEIVED			
1		MOBILE LICENSE PLATE READER		\$ 16,350.00
1		OPERATIONS GR. LICENSE		\$ 975.00
1		1 YR. EXTENDED WARRANTY		\$ 866.25
1		ADDITIONAL CAR KIT		\$ 358.75
			TOTAL	\$ 18,550.00
* FULLY RE-IMBURSIBLE THROUGH NYS DLJS GRANT # BR09637052 — NASPD MULTI-STATE CONTRACT # PC62119				

IMPORTANT

ABOVE ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES AND SHIPPING PAPERS. NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED. YOUR ACCEPTANCE OF THIS ORDER IS YOUR WARRANTY TO US THAT YOU ARE COMPLYING WITH THE U. S. FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND WE RESERVE THE RIGHT TO REFUSE MERCHANDISE NOT IN STRICT ACCORDANCE WITH THIS ORDER.

White: Original
Pink and Yellow: Duplicates By _____

VOUCHER

TOWN OF STONY POINT
Stony Point, NY 10980

TAX I.D. # 13-6007332 W

DEPARTMENT GENERAL POLICE

CLAIMANT'S
NAME
AND
ADDRESS

ELSAG NORTH AMERICA
205-H CREEK RIDGE ROAD
GREENSBORO, NC 27406

(CLAIMANT - DO NOT
WRITE IN THIS AREA)

VOUCHER
NUMBER

350

DATE VOUCHER RECEIVED

FUND - APPROPRIATION

AMOUNT

A 3120.2

MAR 10 2010

Town of Stony Point

TOTAL

18 550.00

ENTERED ON ABSTRACT NO.

14752

DETAILED INVOICES MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER.
CERTIFICATION BELOW MUST BE SIGNED.

TERMS

PURCHASE
ORDER NO.

DATE	VENDOR'S INVOICE NO.	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/3/10	12098		CUSTOMER ID # STONYPPOINT, TOWN OF N-15 SEE ATTACHED PO # 2151 Due 3/18/10 Fully reimbursed by Grant		\$18,550.00
			Town of Stony Point Reviewed by the Director of Finance		

KeyBank National Association
Cleveland, Ohio 44114

TOWN OF STONY POINT
GENERAL FUND ACCOUNT
74 EAST MAIN STREET
STONY POINT, NY 10980

14752

3/10/2010

50-693/219
968

PAY TO THE
ORDER OF ELSAG NORTH AMERICA

\$ **18,550.00

Eighteen Thousand Five Hundred Fifty and 00/100*****

DOLLARS

ELSAG NORTH AMERICA
205-H CREEK RIDGE ROAD
GREENSBORO, NC 27406

MEMO

[Signature]
AUTHORIZED SIGNATURE

⑈014752⑈ ⑈021906934⑈

17007445⑈

Attached Voucher

DATE

AUDITING BOARD



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

DAVID A. PATERSON
GOVERNOR

DENISE E. O'DONNELL
COMMISSIONER

December 23, 2009

Keith Williams
Administrative Lieutenant
Stony Point Village Police Department
79 Rte 210
Stony Point, NY 10980

Dear Lieutenant Williams:

I am pleased to advise you that the Stony Point Village Police Department has been awarded \$18,550 for a 2009/10 Operation IMPACT Tools grant. This funding is to support the purchase of License Plate Reader (LPR) equipment as described in your recent application. This award will be supported by federal Byrne JAG Stimulus 2009 funds. This award will be for 1-year of project funding with a contract start date of January 1, 2010.

As a recipient of a contract supported by JAG funds you are responsible for additional federal reporting requirements. Awardees receiving federal funds will be required to report quarterly to the federal Bureau of Justice Assistance (BJA) on performance measures. This will be done through the federal Performance Measurement Tool (PMT) for each quarter of the contract year. The grantee will sign onto the PMT utilizing the ID, password and instructions provided by DCJS and follow appropriate procedures to report data within 45 days after the end of the calendar quarter. There is also a quarterly report for Section 1512 of the federal Byrne JAG Recovery Act which must be completed 10 days at the end of each quarter. Finally the standard quarterly progress reports for DCJS contract must be completed in the Grants Management System (GMS).

In order to enhance program effectiveness and the efforts of local jurisdictions in combating crimes, DCJS will assist the funded agencies in developing appropriate strategies for their respective counties. The strategy must include a threat assessment describing the scope of the problem in your city/county and the collaborative city/county efforts to address the threats described.

Lt. Keith Williams

From: Pat Fox [pat.fox@elsagna.com]
Sent: Friday, January 01, 2010 10:39 PM
To: Kwilliams@stonypointpd.org
Subject: Revised quote
Lt. Williams,

After I spoke to you we again spoke to Michelle Mulloy at DCJS and have revised the quotes for them once again. You were awarded \$18,550.00. The cost will now be as follows;

- 1.) LPR - \$16,350.00
- 2.) Operations Center License will be billed at regular price of \$975.00 instead of the \$600.00 previously quoted because of the change in the warranty cost listed under #3
- 3.) The state contract price for the 2nd year warranty is \$1,600.00. We are going to offer the 2nd year only at 5% of the purchase price which is \$866.25. Years 3 & 4 will be the normal price of \$1,600.00 per year. This was reduced so we can offer the additional car kit to everyone and still keep it at the \$18,550.00
- 4.) The additional car kit with materials and labor will be \$358.75.

Total cost for everything is \$18,550.00. I have attached a new copy of the quote.

If you have any questions please give me a call. As I stated we are about 4 weeks out as of this time and if you want to move the process along quicker all you have to do is either send in a PO or sign this quote and Fax it to both of the numbers on the quote. Your funds from DCJS are available as of 1/1/10.

Thanks

Pat

X PatrickFox_Primary

Let's TALK About the TOTAL Cost
AND the Residual Costs on an
Ongoing basis.

PMF



ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

1/1/2010
Operation Impact Tools Grant
REVISED - Special DCJS Quote

Delivered to:

Stony Point Police Dept.
Att: Lt. Keith Williams
79 Route # 210
Stony Point, New York 10980

Quotation valid until: February 28, 2010

Prepared by: Pat Fox

Projected Arrival Date: TBD

(Please mail your PO to the address above or FAX copies to the number above and (518) 452-7777.

Receipt of Goods

NASPO Multi-State Contract #PC62119 Award #19745
(California Participating Addendum)

WSCA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

OPERATION IMPACT TOOLS GRANT

Model #	Description	Cost	Units	Amount
MPH-900X2AD3 SPLIT TRANS	Mobile License Plate Reader - Includes two units with LPR Processors, cameras (color and IR LPR); Infrared Illuminators; enclosures, junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$16,350	1	\$16,350.00
MPH-900INSTALL	IN A TRANSPORTABLE RUGGEDIZED CASE. Hedley mounts to be mounted on a Ford Crown Victoria.			
OPERATION CENTER LICENSE	Operations Center License	\$975	1	\$975.00
EXTENDED WARRANTY	1 yr. extended warranty - Special DCJS pricing for the 2nd year warranty which is 5% of the purchase price - \$866.25. The 3rd & 4th year warranty prices will be the state contract price of \$1,600.00 per year.	\$866	1	\$866.25
ADDITIONAL CAR KIT	This package includes (1) extra power cable, (1) extra ethernet cable, (1) extra GPS with USB extension and the labor to install this and put the software on a second computer so we can power up another unit for use.	\$359	1	\$358.75
			TOTAL	\$18,550.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$866.25 (Special DCJS pricing for the 2nd year)	Hardware and Software	Included
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature:

LT. Keith Williams
\$640

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Project Title: Purchase Automated License Plate Recognition System

Contacts	
Mr. Keith Williams Administrative Lieutenant 79 Rte 210 Stony Point, NY 10980 Phone:8457862744, Ext: Fax:8457863120 Email:kwilliams@stonypointpd.org	Project Start: Project End: Project Period Years 0 Months 0 Submission Date not submitted
Chief Patrick M. Brophy Chief of Police 79 Rt. 210 Stony Point, NY 10980 Phone:(845) 786-2744, Ext: Fax:(845) 786-3120 Email:sppd@stonypointpd.org	EIN: 13-6007332 Municipality No: 390381300 000 Dun & Bradstreet No: Charities Registration No: ☐ Not For Profit ☐ Sectarian Entity
Chief Patrick M. Brophy Chief of Police 79 Rt. 210 Stony Point, NY 10980 Phone:(845) 786-2744, Ext: Fax:(845) 786-3120 Email:sppd@stonypointpd.org	County: Rockland Region: Mid-Hudson
Hon. Philip Marino Town Supervisor 74 East Main Street Stony Point, NY 10980 Phone:(845) 786-2716, Ext:111 Fax: Email:sppd@stonypointpd.org	BUDGET SUMMARY Grant Funds: \$25,000.00 100.00% Matching Funds \$0.00 0.00% Total Funds \$25,000.00

Grant Application**Operation IMPACT Tools Initiative****Project No.**

IM09-1068-E00

Grantee Name

Stony Point Town Police Department

09/30/2009

Summary Description of Project

This Department would like to purchase an Automated License Plate Recognition system for the purpose of enhancing our ability to capture and use data in a timely and effective manner.. Information is one of the most valuable tools with regard to public safety and purchasing of this technology will enable our Department to capture information immediately without having to manually enter license plate information onto a keyboard, while operating a police vehicle. It provides a much more effective way of capturing information. This system can be utilized for "in-progress" crimes as well as provide a great investigative database for "past" crimes that may otherwise go unsolved. It would also increase our ability to locate, identify and react to public threats involving criminal activity, and would greatly enhance our ability to be proactive in securing critical infrastructures. Our close proximity to Indian Point has led to increased calls for service of suspicious activity since 9-11, and this technology would allow patrol officers to obtain any vehicle plates it comes in contact with enroute to these types of calls, and could provide useful intelligence.

Federal Program Purpose Area

Program Purpose Code	Description
----------------------	-------------

Participants

Participant Name	Type	Comments
Stony Point Town Police Department	Implementing Agency	

Contacts for Stony Point Town Police Department

Contact Name	Type	Phone
Mr. Keith Williams	Primary	
Chief Patrick M. Brophy	Agency Head	
Chief Patrick M. Brophy	Fiscal	
Hon. Philip Marino	Signatory	

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Work Plan**Goal:**

The goal of this project is to equip our personnel with advanced technology to further enable our ability "intercept" crimes that may otherwise go undetected, and to remove the human element from inputting data that may be incorrect. Additionally, our goal is to increase productivity by targeting specific areas of concern that present themselves through statistical data and citizen complaints. Also, our Department is very active in Commercial Vehicle enforcement, and have a Commercial Vehicle Unit that would be able to utilize this technology, along with the NYSDOT, when conducting details enabling them to increase the amount of inspections due to the information being readily available without having to manually input data.

Objective #1

To increase productivity (arrests, traffic summonses, etc) as it relates to criminal activity, and enhance our ability to intercept crimes in progress and utilize intelligence retrieved to solve criminal activity that would otherwise go unsolved.

Task #1 for Objective #1

Install new technology in patrol vehicle and utilize same in targeted areas as they arise, in addition to utilizing same during operation of STEP, BUNY and Commercial Vehicle enforcement details.

Performance Measure

1 The performance measure utilized would be to analyze data (statistics) from previous years and compare same once new technology is installed and objectives are implemented.

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Specific Questions**Question #1**

Describe in detail the crime problem to be addressed through this project using current statistical data where applicable. The description should include a demographic profile of the targeted area and detailed, data based analysis of crime in the area including the number of Part 1 crimes and arrests for the most recent year. When completing this section the following issues should be addressed:

-Why is the project needed? Describe and document the nature, severity and magnitude of the problem using current crime and social-demographic data.

Answer

The Town of Stony Point is located in Rockland County, New York. The town is bordered to the north by Orange County, to the east by the majestic Hudson River, to the south by the Town of Haverstraw and to the west by the Palisades Interstate Park System. It covers an area of 22 square miles of which, approximately one third is located in the Palisades Interstate Park System. It has a population of approximately 15,000 and is considered a bedroom community for New York City. The Township is governed by an elected Town Board which, is comprised of a full time Town Supervisor and four part time Town Board Members. The Town Board operates as the Stony Point Police Commission and the Chief of Police reports directly to the Police Commission. The Town of Stony Point is located within the Rockland County IMPACT zone and as stated above, borders the Town of Haverstraw which encompasses the Village of Haverstraw which is categorized as a high crime area. As such, many groups/individuals traverse through our Town engaging in crimes of opportunity. We have experienced increased car larcenies, burglaries and numerous other theft related crimes. Many of the defendants arrested are from the bordering Town of Haverstraw, which lends to the theory that due to the affluence within our community, it will remain a target for these types of crimes. Procuring a License Plate Recognition System would enhance our ability in preventing and possibly intercepting information that would be unavailable otherwise, enabling follow up on "past" crimes with information retrieved by this system. Additionally, it would greatly enhance our enforcement abilities in both traffic situations and Commercial Vehicle Enforcement. It will also aid us in assisting bordering agencies as it relates to AMBER alerts, lost or missing person(s)/children, endangered persons, and generally in locating offenders that may otherwise be undetected without the use of this modern technology. Our county is fortunate to have the Rockland County Intelligence Center to assist in many investigations, however, having an LPR would greatly enhance our ability to provide them statistical data that they could analyze and distribute throughout the County as necessary. Our Department is dedicated to Community Oriented policing which includes progressive methods for prevention and obtaining this technology would greatly enhance our Department's objectives as it relates to that.

Question #2

Describe the proposed project strategy identifying measurable objectives supported by specific tasks and performance measures.

Describe how the project addresses the previously described problem.

-Where will the project operate? Describe the physical location of the project.

-When will the project operate? Provide time line for scheduling and accomplishing tasks.

-Identify other agencies that will be involved in this initiative and their role.

-Include a plan to assure the institutionalization of the project once funds are no longer available should the initiative be considered successful by the jurisdiction and warrants continuation.

Answer

The project will operate within the confines of the Town of Stony Point. However, due to Municipal intragency agreements the project may be utilized to assist other agencies as necessary. The Town of Stony Point has a major thoroughfare running through its core in State Route 9W, which is a highly travelled road with a large commercial vehicle presence travelling through many New York counties. Our area covers in part the Harriman State Park system which leads to increased traffic during peak operation times (mostly June-Sept.). Additionally the Palisades Interstate Parkway is accessible and is a major link from Stony Point to New York City and New Jersey. The project will operate on each tour of duty and will be deployed regularly for routine patrol and to assist officers assigned to STEP, BUNY and Commercial Vehicle enforcement initiatives. The project will also be used to target specific areas resultant from complaints and as statistical data dictates the need.

Question #3**Implementing Agency Profile**

Answer the following parts of these questions.

A. Briefly describe your agency including:

-Organizational structure and operational units or divisions

-The overall annual operating budget with number of employees (full-time and part-time) and hours of operation

B. Identify from which part of the agency the project will be operated.

Answer

The Stony Point Police Department is a full service law enforcement agency, which has been providing service to the residents of Stony Point since 1968. From our inception we have practiced community policing and our core values of Service, Excellence, Integrity and Pride are evident in our daily interaction with the public that we serve. The Stony Point Police Department was initially accredited in 1991 under, now retired, Chief Stephen G. Scurti. During the period of 1997 - 2003 our agency allowed our accreditation to lapse. In 2003 then Chief Daniel M. Ricci renewed our commitment to the New York State Accreditation Program and on June 3, 2003 the agency was reaccredited. The Stony Point Police Department has an authorized strength of 30 full-time, 4 part-time, and 4 auxiliary, police officer's. Additionally we have a civilian staff consisting of 1 full time secretary, 2 part time clerical workers, and 2 part time police radio dispatcher's. Our command structure consists of the Chief of Police, 2 Lieutenants, 1 Detective Sergeant and 6 Patrol Sergeants. The Detective Bureau is staffed by 3 Detectives, one of whom is assigned to our Youth Bureau. Our uniform patrol force is comprised of 17 full time police officers of which, one is assigned as our DARE/School Resource Officer and one is assigned to the Rockland County Intelligence Unit. Our agency hosts many community based programs for our residents, such as; Closed Home Security Checks, Youth Court program, DARE program, Police Athletic League, Youth Dances, Community Awareness program, Crime Prevention program, Community Safety Day and Child Safety Seat Installation program. The Stony Point Police Department budget for 2008 has a total appropriation of 4.5 million dollars. During the year 2007 our agency responded to 7971 calls for service, investigated 371 auto accidents, and issued over 3000 summons. The patrol division will be the operational component for this project. In addition our Commercial Vehicle Unit will also be used to obtain our objectives for this project. Operation of this project will only be limited by our imagination.

Question #4**Evaluation of Strategy**

Describe the method to be utilized in the evaluation of this project. Identify data that will be included to support that the desired goals of increased public safety and crime reduction will be attained.

Answer

The Stony Point Police Department through its Computer Aided Dispatch and TRACS system conducts yearly analysis of its programs. Additionally, through the maintenance of our Accreditation process many of our operations are evaluated and assessed to determine if our goals and objectives are consistent with the needs of the Department and community we serve. Our computer software will allow us to track our activities and as such, we will use the data obtained to measure the project's performance and effectiveness. We will collect specific data, such as arrests, summonses issued and any other pertinent data obtained that was a direct result of project equipment being procured. We will also be able to share information with bordering agencies and the Rockland County Intelligence Center for distribution as necessary.

Question #5

What funds are needed to support the work plan in this grant proposal?

Provide an overall budget that supports the work plan presented. The detailed budget lines are to be directly related to strategy implementation and must be sufficiently justified. Second year funding must include a ten percent match and third year funding must include a twenty percent match.

Answer

Support for the project will be funded through the Department's operating budget. Personnel will be allocated through patrol services and our Commercial Vehicle Unit via the Personnel Line of our annual budget in addition to the Overtime Budget for any Special Details derived from procuring and utilizing this equipment. Funds will be available in the Equipment line, and the IT Maintenance line of our Department's budget for expenses related to maintenance, service and repair of said equipment.

Question #6

The following questions and all their parts are to be answered by ONLY those agencies that have received prior IMPACT Tools grant awards and are applying for refunding. The compliance with program

and fiscal requirements in your current contract is to be rated for your project. Up to 20 points can be deducted for incomplete answers and compliance issues.

Provide a comprehensive description of grant related activities for the most recent year's grant and an assessment of the project's results supported by data. The analysis must specifically address the stated goals, objectives, tasks and performance measures of the previous year's contract. Also report on the progress made to sustain the project beyond the funding received from this grant.

Answer

Question #7

Indicate if all the required Program Quarterly Progress Reports have been submitted to the Division of Criminal Justice Services (DCJS) within the specified 45 days required in the grant contract. Program Quarterly Progress Reports must be reflective of the work plan in the grant award project.

Answer

Question #8

Have Fiscal Cost Reports (FCR) been submitted to DCJS within the specified 45 days for every quarter that the project has been funded?

Answer

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Budget Summary by Participant

Stony Point Town Police Department

Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Slate 3 Camera Mobile System	1	\$14,895.00	\$14,895.00	\$14,895.00	\$0.00
Justification: Purchase of physical LPR						
2	Boss Mapping System	1	\$716.00	\$716.00	\$716.00	\$0.00
Justification: Purchase of LPR mapping device						
Total				\$15,611.00	\$15,611.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	BOSS Software and Server	1	\$5,621.00	\$5,621.00	\$5,621.00	\$0.00
Justification: Purchase of computer hardware and software for police mobile terminals and information storage						
Total				\$5,621.00	\$5,621.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	PIPS Installation	1	\$2,880.00	\$2,880.00	\$2,880.00	\$0.00
Justification: Equipment install on police vehicle						
2	Member training/IT Configuration	1	\$888.00	\$888.00	\$888.00	\$0.00
Justification: Training of personnel in use of LPR and configuration of related software for LPR install						
Total				\$3,768.00	\$3,768.00	\$0.00

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$25,000.00	\$25,000.00	\$0.00

Advance Request**Advance:** \$0.00**Justification:**

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531
- Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. It possesses legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application); that a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein and in directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

5. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

6. It will comply with the provisions of Federal law known as the Hatch Act which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC, Section 1501, et seq, as amended).

7. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act, if applicable.

8. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom

they have family, business, or other ties.

9. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Service (DCJS) or the New York State Comptroller's Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

10. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements.

11. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

12. It will comply with the flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance.

13. It will assist DCJS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties.

14. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs' Financial Guide; and all other applicable Federal laws, orders, circulars, or regulations.

15. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.

16. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination. CFR Part 35 and Part 39.

17. It assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights.

18. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

19. It will be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered pursuant to this agreement. The applicant will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services.

The applicant is potentially an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of New York State nor make any claim, demand or application to or for any right based upon any different status.

20. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities.

21. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds.

22. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program.

23. It agrees that, in compliance with Section 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of \$500,000 or more, unless the recipient:

(a) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and

(b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

24. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.

25. When applicants having 50 or more employees which receive an amount of \$500,000 or more, or \$500,000 in the aggregate, in any fiscal year, are required to formulate and provide an Equal Employment Opportunity Program (EEOP), in accordance with 28 CFR, subpart e. The applicant agrees to maintain a current one on file and to certify to DCJS that it has a current EEOP on file which meets the applicable requirements. The applicant agrees not to obligate or expend any funds under this grant award until it submits to DCJS for transmittal to the respective federal grantor agency for review and approval by the U.S. Department of Justice, Office for Civil Rights, a copy of the prospective subgrantee's Equal Employment Opportunity Plan (EEOP), or the Statistical Update from the previous year, whichever is appropriate. When an Update only is appropriate, the following information should also be submitted:

(a) The number of complaints of discrimination filed against the subgrant agency within the past year, the final disposition or current status of each complaint, and the nature and issues involved in each active complaint; and

(b) A statement addressing whether or not the subgrant agency is currently operating under an equal employment conciliation agreement and, if so, a copy of that agreement and the most recent monitoring report.

26. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the applicant describing programs or projects funded in whole or in part with Federal funds, shall contain the following statement:

'This project was supported by Grant # , awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services (DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS.'

The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file

and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

27. It will include in its application a signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

28. If the grant applied for is awarded, it will be provided by the State of New York from funds appropriated under one of the various titles of the Violent Crime Control and Law enforcement Act of 1994 (PL 103-322). The applicant assures that all information contained in the application is correct and that it will abide by all statutes, rules, and regulations of the United States and of New York State affecting the conduct of grantees, as well as to conform to the terms and conditions stated in the contractual agreement.

Certified by - on

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Assurance**NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES OFFICE OF PROGRAM DEVELOPMENT AND FUNDING**

Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances

The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66 or 70 (administrative requirements for grants or programs), Common Rule, that govern the application, acceptance, and use of Federal funds for this federally-assisted project. The applicant also assures and certifies that:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities', in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Accepted By
ON 1/6/10



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

DAVID A. PATERSON
GOVERNOR

DENISE E. O'DONNELL
COMMISSIONER

December 23, 2009

Keith Williams
Administrative Lieutenant
Stony Point Village Police Department
79 Rte 210
Stony Point, NY 10980

Dear Lieutenant Williams:

I am pleased to advise you that the Stony Point Village Police Department has been awarded \$18,550 for a 2009/10 Operation IMPACT Tools grant. This funding is to support the purchase of License Plate Reader (LPR) equipment as described in your recent application. This award will be supported by federal Byrne JAG Stimulus 2009 funds. This award will be for 1-year of project funding with a contract start date of January 1, 2010.

As a recipient of a contract supported by JAG funds you are responsible for additional federal reporting requirements. Awardees receiving federal funds will be required to report quarterly to the federal Bureau of Justice Assistance (BJA) on performance measures. This will be done through the federal Performance Measurement Tool (PMT) for each quarter of the contract year. The grantee will sign onto the PMT utilizing the ID, password and instructions provided by DCJS and follow appropriate procedures to report data within 45 days after the end of the calendar quarter. There is also a quarterly report for Section 1512 of the federal Byrne JAG Recovery Act which must be completed 10 days at the end of each quarter. Finally the standard quarterly progress reports for DCJS contract must be completed in the Grants Management System (GMS).

In order to enhance program effectiveness and the efforts of local jurisdictions in combating crimes, DCJS will assist the funded agencies in developing appropriate strategies for their respective counties. The strategy must include a threat assessment describing the scope of the problem in your city/county and the collaborative city/county efforts to address the threats described.

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Project Title: Purchase Automated License Plate Recognition System

Contacts	
Mr. Keith Williams Administrative Lieutenant 79 Rte 210 Stony Point, NY 10980 Phone:8457862744, Ext: Fax:8457863120 Email:kwilliams@stonypointpd.org	Project Start: Project End: Project Period Years 0 Months 0 Submission Date not submitted
Chief Patrick M. Brophy Chief of Police 79 Rt. 210 Stony Point, NY 10980 Phone:(845) 786-2744, Ext: Fax:(845) 786-3120 Email:sppd@stonypointpd.org	EIN: 13-6007332 Municipality No: 390381300 000 Dun & Bradstreet No: Charities Registration No: ☐ Not For Profit ☐ Sectarian Entity
Chief Patrick M. Brophy Chief of Police 79 Rt. 210 Stony Point, NY 10980 Phone:(845) 786-2744, Ext: Fax:(845) 786-3120 Email:sppd@stonypointpd.org	County: Rockland Region: Mid-Hudson
Hon. Philip Marino Town Supervisor 74 East Main Street Stony Point, NY 10980 Phone:(845) 786-2716, Ext:111 Fax: Email:sppd@stonypointpd.org	BUDGET SUMMARY Grant Funds: \$25,000.00 100.00% Matching Funds \$0.00 0.00% Total Funds \$25,000.00

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Summary Description of Project

This Department would like to purchase an Automated License Plate Recognition system for the purpose of enhancing our ability to capture and use data in a timely and effective manner.. Information is one of the most valuable tools with regard to public safety and purchasing of this technology will enable our Department to capture information immediately without having to manually enter license plate information onto a keyboard, while operating a police vehicle. It provides a much more effective way of capturing information. This system can be utilized for "in-progress" crimes as well as provide a great investigative database for "past" crimes that may otherwise go unsolved. It would also increase our ability to locate, identify and react to public threats involving criminal activity, and would greatly enhance our ability to be proactive in securing critical infrastructures. Our close proximity to Indian Point has led to increased calls for service of suspicious activity since 9-11, and this technology would allow patrol officers to obtain any vehicle plates it comes in contact with enroute to these types of calls, and could provide useful intelligence.

Federal Program Purpose Area

Program Purpose Code	Description
----------------------	-------------

Participants

Participant Name	Type	Comments
Stony Point Town Police Department	Implementing Agency	

Contacts for Stony Point Town Police Department

Contact Name	Type	Phone
Mr. Keith Williams	Primary	8457862744
Chief Patrick M. Brophy	Agency Head	(845) 786-2744
Chief Patrick M. Brophy	Fiscal	(845) 786-2744
Hon. Philip Marino	Signatory	(845) 786-2716

Grant Application**Operation IMPACT Tools Initiative**

Project No.
IM09-1068-E00

Grantee Name
Stony Point Town Police Department

09/30/2009

Work Plan**Goal:**

The goal of this project is to equip our personnel with advanced technology to further enable our ability "intercept" crimes that may otherwise go undetected, and to remove the human element from inputting data that may be incorrect. Additionally, our goal is to increase productivity by targeting specific areas of concern that present themselves through statistical data and citizen complaints. Also, our Department is very active in Commercial Vehicle enforcement, and have a Commercial Vehicle Unit that would be able to utilize this technology, along with the NYSDOT, when conducting details enabling them to increase the amount of inspections due to the information being readily available without having to manually input data.

Objective #1

To increase productivity (arrests, traffic summonses, etc) as it relates to criminal activity, and enhance our ability to intercept crimes in progress and utilize intelligence retrieved to solve criminal activity that would otherwise go unsolved.

Task #1 for Objective #1

Install new technology in patrol vehicle and utilize same in targeted areas as they arise, in addition to utilizing same during operation of STEP, BUNY and Commercial Vehicle enforcement details.

Performance Measure

1 The performance measure utilized would be to analyze data (statistics) from previous years and compare same once new technology is installed and objectives are implemented.

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Specific Questions**Question #1**

Describe in detail the crime problem to be addressed through this project using current statistical data where applicable. The description should include a demographic profile of the targeted area and detailed, data based analysis of crime in the area including the number of Part 1 crimes and arrests for the most recent year. When completing this section the following issues should be addressed:

-Why is the project needed? Describe and document the nature, severity and magnitude of the problem using current crime and social-demographic data.

Answer

The Town of Stony Point is located in Rockland County, New York. The town is bordered to the north by Orange County, to the east by the majestic Hudson River, to the south by the Town of Haverstraw and to the west by the Palisades Interstate Park System. It covers an area of 22 square miles of which, approximately one third is located in the Palisades Interstate Park System. It has a population of approximately 15,000 and is considered a bedroom community for New York City. The Township is governed by an elected Town Board which, is comprised of a full time Town Supervisor and four part time Town Board Members. The Town Board operates as the Stony Point Police Commission and the Chief of Police reports directly to the Police Commission. The Town of Stony Point is located within the Rockland County IMPACT zone and as stated above, borders the Town of Haverstraw which encompasses the Village of Haverstraw which is categorized as a high crime area. As such, many groups/individuals traverse through our Town engaging in crimes of opportunity. We have experienced increased car larcenies, burglaries and numerous other theft related crimes. Many of the defendants arrested are from the bordering Town of Haverstraw, which lends to the theory that due to the affluence within our community, it will remain a target for these types of crimes. Procuring a License Plate Recognition System would enhance our ability in preventing and possibly intercepting information that would be unavailable otherwise, enabling follow up on "past" crimes with information retrieved by this system. Additionally, it would greatly enhance our enforcement abilities in both traffic situations and Commercial Vehicle Enforcement. It will also aid us in assisting bordering agencies as it relates to AMBER alerts, lost or missing person(s)/children, endangered persons, and generally in locating offenders that may otherwise be undetected without the use of this modern technology. Our county is fortunate to have the Rockland County Intelligence Center to assist in many investigations, however, having an LPR would greatly enhance our ability to provide them statistical data that they could analyze and distribute throughout the County as necessary. Our Department is dedicated to Community Oriented policing which includes progressive methods for prevention and obtaining this technology would greatly enhance our Department's objectives as it relates to that.

Question #2

Describe the proposed project strategy identifying measurable objectives supported by specific tasks and performance measures.

Describe how the project addresses the previously described problem.

-Where will the project operate? Describe the physical location of the project.

-When will the project operate? Provide time line for scheduling and accomplishing tasks.

-Identify other agencies that will be involved in this initiative and their role.

-Include a plan to assure the institutionalization of the project once funds are no longer available should the initiative be considered successful by the jurisdiction and warrants continuation.

Answer

The project will operate within the confines of the Town of Stony Point. However, due to Municipal intragency agreements the project may be utilized to assist other agencies as necessary. The Town of Stony Point has a major thoroughfare running through its core in State Route 9W, which is a highly travelled road with a large commercial vehicle presence travelling through many New York counties. Our area covers in part the Harriman State Park system which leads to increased traffic during peak operation times (mostly June-Sept.). Additionally the Palisades Interstate Parkway is accessible and is a major link from Stony Point to New York City and New Jersey. The project will operate on each tour of duty and will be deployed regularly for routine patrol and to assist officers assigned to STEP, BUNY and Commercial Vehicle enforcement initiatives. The project will also be used to target specific areas resultant from complaints and as statistical data dictates the need.

Question #3

Implementing Agency Profile

Answer the following parts of these questions.

A. Briefly describe your agency including:

- Organizational structure and operational units or divisions
- The overall annual operating budget with number of employees (full-time and part-time) and hours of operation

B. Identify from which part of the agency the project will be operated.

Answer

The Stony Point Police Department is a full service law enforcement agency, which has been providing service to the residents of Stony Point since 1968. From our inception we have practiced community policing and our core values of Service, Excellence, Integrity and Pride are evident in our daily interaction with the public that we serve. The Stony Point Police Department was initially accredited in 1991 under, now retired, Chief Stephen G. Scurti. During the period of 1997 - 2003 our agency allowed our accreditation to lapse. In 2003 then Chief Daniel M. Ricci renewed our commitment to the New York State Accreditation Program and on June 3, 2003 the agency was reaccredited. The Stony Point Police Department has an authorized strength of 30 full-time, 4 part-time, and 4 auxiliary, police officer's. Additionally we have a civilian staff consisting of 1 full time secretary, 2 part time clerical workers, and 2 part time police radio dispatcher's. Our command structure consists of the Chief of Police, 2 Lieutenants, 1 Detective Sergeant and 6 Patrol Sergeants. The Detective Bureau is staffed by 3 Detectives, one of whom is assigned to our Youth Bureau. Our uniform patrol force is comprised of 17 full time police officers of which, one is assigned as our DARE/School Resource Officer and one is assigned to the Rockland County Intelligence Unit. Our agency hosts many community based programs for our residents, such as; Closed Home Security Checks, Youth Court program, DARE program, Police Athletic League, Youth Dances, Community Awareness program, Crime Prevention program, Community Safety Day and Child Safety Seat Installation program. The Stony Point Police Department budget for 2008 has a total appropriation of 4.5 million dollars. During the year 2007 our agency responded to 7971 calls for service, investigated 371 auto accidents, and issued over 3000 summons. The patrol division will be the operational component for this project. In addition our Commercial Vehicle Unit will also be used to obtain our objectives for this project. Operation of this project will only be limited by our imagination.

Question #4

Evaluation of Strategy

Describe the method to be utilized in the evaluation of this project. Identify data that will be included to support that the desired goals of increased public safety and crime reduction will be attained.

Answer

The Stony Point Police Department through its Computer Aided Dispatch and TRACS system conducts yearly analysis of its programs. Additionally, through the maintenance of our Accreditation process many of our operations are evaluated and assessed to determine if our goals and objectives are consistent with the needs of the Department and community we serve. Our computer software will allow us to track our activities as such, we will use the data obtained to measure the project's performance and effectiveness. We will collect specific data, such as arrests, summonses issued and any other pertinent data obtained that was a direct result of project equipment being procured. We will also be able to share information with bordering agencies and the Rockland County Intelligence Center for distribution as necessary.

Question #5

What funds are needed to support the work plan in this grant proposal?

Provide an overall budget that supports the work plan presented. The detailed budget lines are to be directly related to strategy implementation and must be sufficiently justified. Second year funding must include a ten percent match and third year funding must include a twenty percent match.

Answer

Support for the project will be funded through the Department's operating budget. Personnel will be allocated through patrol services and our Commercial Vehicle Unit via the Personnel Line of our annual budget in addition to the Overtime Budget for any Special Details derived from procuring and utilizing this equipment. Funds will be available in the Equipment line, and the IT Maintenance line of our Department's budget for expenses related to maintenance, service and repair of said equipment.

Question #6

The following questions and all their parts are to be answered by ONLY those agencies that have received prior IMPACT Tools grant awards and are applying for refunding. The compliance with program

and fiscal requirements in your current contract is to be rated for your project. Up to 20 points can be deducted for incomplete answers and compliance issues.

Provide a comprehensive description of grant related activities for the most recent year's grant and an assessment of the project's results supported by data. The analysis must specifically address the stated goals, objectives, tasks and performance measures of the previous year's contract. Also report on the progress made to sustain the project beyond the funding received from this grant.

Answer

Question #7

Indicate if all the required Program Quarterly Progress Reports have been submitted to the Division of Criminal Justice Services (DCJS) within the specified 45 days required in the grant contract. Program Quarterly Progress Reports must be reflective of the work plan in the grant award project.

Answer

Question #8

Have Fiscal Cost Reports (FCR) been submitted to DCJS within the specified 45 days for every quarter that the project has been funded?

Answer

Grant Application**Operation IMPACT Tools Initiative****Project No.****Grantee Name**

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Budget Summary by Participant

Stony Point Town Police Department

Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Slate 3 Camera Mobile System	1	\$14,895.00	\$14,895.00	\$14,895.00	\$0.00
Justification: Purchase of physical LPR						
2	Boss Mapping System	1	\$716.00	\$716.00	\$716.00	\$0.00
Justification: Purchase of LPR mapping device						
Total				\$15,611.00	\$15,611.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	BOSS Software and Server	1	\$5,621.00	\$5,621.00	\$5,621.00	\$0.00
Justification: Purchase of computer hardware and software for police mobile terminals and information storage						
Total				\$5,621.00	\$5,621.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	PIPS Installation	1	\$2,880.00	\$2,880.00	\$2,880.00	\$0.00
Justification: Equipment install on police vehicle						
2	Member training/IT Configuration	1	\$888.00	\$888.00	\$888.00	\$0.00
Justification: Training of personnel in use of LPR and configuration of related software for LPR install						
Total				\$3,768.00	\$3,768.00	\$0.00

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$25,000.00	\$25,000.00	\$0.00

Advance Request**Advance:** \$0.00**Justification:**

Grant Application

Operation IMPACT Tools Initiative

Project No.

Grantee Name

IM09-1068-E00

Stony Point Town Police Department

09/30/2009

Assurance

NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES OFFICE OF PROGRAM DEVELOPMENT AND FUNDING

Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances

The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66 or 70 (administrative requirements for grants or programs), Common Rule, that govern the application, acceptance, and use of Federal funds for this federally-assisted project. The applicant also assures and certifies that:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities', in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531
- Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. It possesses legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application); that a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein and in directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

5. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

6. It will comply with the provisions of Federal law known as the Hatch Act which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC, Section 1501, et seq, as amended).

7. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act, if applicable.

8. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom

All grant recipients are required to enter investigative targets in the Secure Automated Fast Event Tracking Network (SAFETNet) as a special condition of the award. You should also be aware that grantees will be expected to produce substantiated information, both statistical and programmatic, on the effectiveness of the initiatives implemented by the grant program. This information is essential to demonstrate the success of your program

The primary contact for your grant project will receive a contract preparation package from the DCJS Office of Program Development and Funding (OPDF). An OPDF Criminal Justice Program Representative assigned to this project will assist your office in the development of the grant contract and any further clarification on the reporting requirements. If you have any questions related to the Operation IMPACT Tools Program, please call staff in OPDF at (518) 457-8404.

On behalf of DCJS, congratulations on your award. We look forward to working with you in your efforts in developing and adopting coordinated strategic crime fighting and violence prevention initiatives that will enhance the quality of life in your community.

Very truly yours,

A handwritten signature in cursive script, reading "Denise E. O'Donnell".

Denise E. O'Donnell

cc: Honorable Philip Marino, Town Supervisor, Village of Stony Point

they have family, business, or other ties.

9. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Service (DCJS) or the New York State Comptroller's Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

10. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements.

11. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

12. It will comply with the flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, AFederal financial assistance@ includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance.

13 It will assist DCJS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties.

14. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs= Financial Guide; and all other applicable Federal laws, orders, circulars, or regulations.

15. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.

16. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination. CFR Part 35 and Part 39.

17. It assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights.

18. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

19. It will be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered pursuant to this agreement. The applicant will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services.

The applicant is potentially an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of New York State nor make any claim, demand or application to or for any right based upon any different status.

20. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities.

21. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds.

22. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program.

23. It agrees that, in compliance with Section 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of \$500,000 or more, unless the recipient:

(a) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and

(b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

24. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.

25. When applicants having 50 or more employees which receive an amount of \$500,000 or more, or \$500,000 in the aggregate, in any fiscal year, are required to formulate and provide an Equal Employment Opportunity Program (EEOP), in accordance with 28 CFR, subpart e. The applicant agrees to maintain a current one on file and to certify to DCJS that it has a current EEOP on file which meets the applicable requirements. The applicant agrees not to obligate or expend any funds under this grant award until it submits to DCJS for transmittal to the respective federal grantor agency for review and approval by the U.S. Department of Justice, Office for Civil Rights, a copy of the prospective subgrantee's Equal Employment Opportunity Plan (EEOP), or the Statistical Update from the previous year, whichever is appropriate. When an Update only is appropriate, the following information should also be submitted:

(a) The number of complaints of discrimination filed against the subgrant agency within the past year, the final disposition or current status of each complaint, and the nature and issues involved in each active complaint; and

(b) A statement addressing whether or not the subgrant agency is currently operating under an equal employment conciliation agreement and, if so, a copy of that agreement and the most recent monitoring report.

26. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the applicant describing programs or projects funded in whole or in part with Federal funds, shall contain the following statement:

'This project was supported by Grant # , awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services (DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS.'

The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file

and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

27. It will include in its application a signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

28. If the grant applied for is awarded, it will be provided by the State of New York from funds appropriated under one of the various titles of the Violent Crime Control and Law enforcement Act of 1994 (PL 103-322). The applicant assures that all information contained in the application is correct and that it will abide by all statutes, rules, and regulations of the United States and of New York State affecting the conduct of grantees, as well as to conform to the terms and conditions stated in the contractual agreement.

Certified by - on

NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES
SFY 2009 REQUEST FOR PROPOSALS

OPERATION IMPACT TOOLS PROGRAM

NEW YORK CITY ENHANCED LAW ENFORCEMENT PROGRAM

TABLE OF CONTENTS

PREFACE.....	ii
PROGRAM A: OPERATION IMPACT TOOLS	
A – I. PROGRAM GOALS.....	A.1
A – II. APPROPRIATION AND AVAILABILITY.....	A.2
A – III. ELIGIBILITY.....	A.2
A – IV. APPLICATION SUBMISSION.....	A.4
A – V. TIMETABLE OF EVENTS	A.5
A – VI. APPLICATION REQUIREMENTS.....	A.5
A – VII. NOTIFICATION OF AWARD	A.7
A – VIII. ADMINISTRATION OF CONTRACTS	A.8
ADDENDUM	A.10
PROGRAM B: NEW YORK CITY ENHANCED LAW ENFORCEMENT	
B – I. Appropriation and Availability of Funds.....	B.1
B- II. Eligibility Requirements.....	B.1
B- III. Program Priorities.....	B.1
B- IV. Application Specific Instructions.....	B.2
B- V. Special Conditions and Prohibitions.....	B.3
B-VI. Application.....	B.3
B- VII. Timetable.....	B.4
B- VIII. Approval.....	B.4
B-IX. Administration of Contracts.....	B.5
ADDENDUM	B.7
NYS DCJS Operation IMPACT Tools NYC Enhanced Law Enforcement RFP – July, 2009	

PREFACE

This is a Request for Proposals (RFP) for **two** program initiatives to augment the crime reduction efforts undertaken under Operation IMPACT. The two program initiatives are Operation IMPACT Tools and the New York City (NYC) Enhanced Law Enforcement.

In 2004, the New York State Division of Criminal Justice Services began Operation IMPACT to support coordinated strategic crime fighting and violence prevention initiatives in the 17 counties (Albany, Rensselaer, Schenectady, Oneida, Broome, Onondaga, Monroe, Niagara, Erie, Chautauqua, Orange, Rockland, Westchester, Nassau, Suffolk, Ulster, and Dutchess) that report over 80% of the crime outside New York City. Operation Tools was established to support those localities that were not eligible to receive Operation IMPACT funds recognizing that these smaller jurisdictions had similar crime issues as the largest upstate jurisdictions.

New York City Enhanced Funding for the New York Police Department (NYPD) is to enhance their ability to combat violent crime, drug abuse, gangs and the trafficking of illegal guns through crime analysis and intelligence efforts. The NYPD is encouraged to define and prioritize the critical crime problems facing their jurisdiction within the parameters of the program areas presented in this RFP. It is expected that the NYPD will form collaborative partnerships with federal, state and local criminal justice and community agencies, as well as neighborhood groups and associations in the development of creative solutions to the targeted issues.

Eligible jurisdictions for this funding are the 40 rural and upstate counties previously not eligible to participate in or receive funding under the umbrella of Operation IMPACT and the city of New York. Also, those municipalities in the seventeen IMPACT counties **not** receiving funds in the current IMPACT initiatives are also eligible to apply for funds to utilize IMPACT Tools under this RFP.

Operation IMPACT Tools is designated as **Program A** and application guidelines are contained in Sections A- I through A-VIII.

New York City Enhanced Law Enforcement is designated as **Program B** and application guidelines are contained in Sections B-I through B- IX.

PROGRAM A: OPERATION IMPACT TOOLS

Operation IMPACT Tools was developed to extend the Operation IMPACT strategy to the 40 rural and upstate counties (outside of the city of New York) not eligible to receive funding under the umbrella of Operation IMPACT. Those municipalities in the seventeen IMPACT counties not receiving funds in the current IMPACT initiatives are eligible to apply for funds to utilize IMPACT Tools under this RFP.

Applicants will be selected based on documented need, the quality of the proposed program strategy, population served, the applicant's ability to administer the project, personnel qualifications, appropriateness of budget, projected outcome measures, and the applicant's past compliance with Division of Criminal Justice Services grant programs. Priority will be given to applicants with:

- elevated UCR Part 1 offense rates (murder, rape, robbery, aggravated assault, burglary, larceny, and motor vehicle theft);
- those municipalities in the IMPACT counties with Crime Analysis Centers (Erie, Monroe, Onondaga, Albany, Westchester, Suffolk and Nassau) with strategies to coordinate crime fighting efforts with the Centers; and
- strategies addressing the reduction of UCR Part 1 crimes.

A – I. Program Goals

The goal of Operation IMPACT Tools is to reduce UCR Part 1 crime in the eligible localities (see A-III). This goal can be achieved by using the four fundamental components of Operation IMPACT: (1) active partnerships; (2) timely, accurate crime data; (3) sharing of information; and (4) effective strategies.

Funding for **Operation IMPACT Tools** will be provided by the Division of Criminal Justice Services to support the efforts of local officials and their State partners to develop and implement problem-solving strategies. These awards will be directed towards one or more of the four components of Operation IMPACT and in response to a documented local crime problem. In fact, the proposed "tool" to be funded must specifically target the documented local crime problem identified in the narrative part of the application. The following "tools" will be considered for funding and are not in priority order.

- Enforcement Operations ✖
- Training
- Technology ✖
- Equipment
- Prisoner Reentry
- Crime Prevention

- Crime Analysis - Full or Part Time Personnel with fringe benefit expenses, or consultant, for the position of Crime/Intelligence Analyst(s) and/or Research Partner.
- Violent Crime/Drug Corridor Initiative – Aimed to prevent crime and improve enforcement operations along New York State Interstate 90, Interstate 87, Interstate 86, Interstate 84, and/or Interstate 81.

In addition to supporting the funding and utilization of Operation IMPACT Tools, the Division of Criminal Justice Services will also provide analytical support, training and best practices information to participating localities.

APPLICATION HIGHLIGHTS

1. Application deadline is September 30, **2009** or the last days of each subsequent month until all funds have been awarded.
2. Applications **MUST** be submitted via the New York State Division of Criminal Justice Services (NYS-DCJS) Grants Management System (GMS).
3. If you are not already registered to access NYS-DCJS GMS, registration forms and instructions can be found inside the application. **This should be a priority for non-registered users to maximize the time to familiarize themselves with GMS prior to submitting an application.**
4. This is a competitive process.
5. Applications submitted after the deadline will not be considered for funding.

A – II. Appropriation and Availability of Funds

Approximately \$820,000 in 2009-2010 in General Fund Local Assistance funding is available for distribution to those counties and municipalities selected to participate in the Operation IMPACT Tools Initiative. Applications will be reviewed on a monthly cycle until all funds have been awarded.

A – III. Eligibility

The following jurisdictions are eligible to apply for funding under this solicitation:

1. Any municipality, consortium of municipalities, or municipal/county government combination located in the forty counties outside of the City of New York which are **not participating** in Operation IMPACT.

2. Municipalities located in an IMPACT county which are **not receiving funds** through an existing Operation IMPACT initiative. Priority will be given to those who propose to collaborate with the Crime Analysis Centers in Erie, Monroe, Onondaga, Albany, Westchester, Suffolk and Nassau Counties.
3. Not-for-profit organizations which are partnered with a local law enforcement or criminal justice agency and participating in a local crime reduction or prevention strategy are eligible to receive funding if the funds are passed through an eligible municipality (refer to #1 and #2 above).
4. Local law enforcement must have processed a minimum of two-hundred (200) Part 1 Fingerprintable Crimes and Arrests during calendar year 2008 in order to be eligible to apply for LiveScan/CardScan/Store-and-Forward equipment funding under the technology "tool" category. Agencies under 200 arrests in 2008 submitting joint applications with other law enforcement agencies will also be considered. Priority will be given to those agencies collaborating with other local law enforcement agencies.

Village, Town, City, and County municipalities are eligible for funding if they file Uniform Crime Reports through the Division of Criminal Justice Services and the FBI and are **current** with their reports. **All applications are required to include a letter of support from the District Attorney in their county who has been briefed on the proposed project.** Awards will be limited to \$50,000 for individual recipients, and \$60,000 for coordinated multi-agency initiatives.

Awards for LiveScan/CardScan/Store and-Forward equipment will be up to \$30,000 for local law enforcement recipients. Applications must include a vendor quote for associated costs.

Applicants should be advised that if awarded a grant through Operation IMPACT Tools, it will be done with the understanding that in future years the project, if effective, will become incorporated into the agency's own budget. Thus, if a jurisdiction has previously received a grant from IMPACT Tools, please be advised of the following conditions that pertain to IMPACT Tools funds:

1. A jurisdiction **cannot** apply during the same fiscal year for a different project.
2. A jurisdiction **can** reapply in the **next** state fiscal year for a **second year** of funding to support the same or a different strategy but must include a **ten percent match in the budget**. A plan of future sustainability must be presented for second and third year funding requests. All financial and program progress reports must be current to receive second year funding.
3. A jurisdiction **can** reapply in the **next** state fiscal year for a **third year** of funding to support the same strategy or a different strategy but must include a **twenty percent match in the budget**. There will be no funding beyond the third year.

Participants should work towards institutionalizing their program within the local government budget after the third year.

Match for this funding program is defined as cash or "third party" contributions which represent an applicant's cash outlay and may include money contributed by public agencies and institutions, and by private organizations and individuals. In-kind contributions represent the current non-cash value of resources supporting the program such as salary position, equipment and supplies.

IMPORTANT: Funds awarded to successful applicants under the Operation IMPACT Tools Initiative must be used to augment, **not supplant**, current funding.

a. Ineligible Costs

The Operation IMPACT Tools funds are not to be used to purchase vehicles or weapons or to support Fringe Benefits. Law enforcement agencies already in possession of or previously approved to receive a License Plate Reader (LPR) or Mobile Plate Hunter (MPH) are ineligible to apply for said equipment through 2009-2010 Operation IMPACT Tools funds. Any proposed equipment purchase must be justified and directly related to the crime reduction strategy in order to be allowable.

A – IV. Application Submission

Applications must be submitted on-line via the DCJS GMS. No other format of application will be accepted. Applicants who do not currently have access to GMS must first submit a GMS Registration Form. (See Addendum A attached) It is strongly suggested that the GMS User Manual be downloaded from the following web address: <http://criminaljustice.state.ny.us/ofpa/gms.htm>.

Additionally, the authorized signer of contracts for any agency, hereafter referred to as the signatory, must submit a separate GMS eSignature registration form. This allows general access to GMS as well as allows for eSignature of grants. All applications, once approved, will be processed as eSignature contracts. **Failure by an applicant to have an authorized signatory with eSignature rights will prevent submission of the application.** Both GMS registration forms can be e-mailed to funding@dcjs.state.ny.us or faxed to (518) 457-1186.

A simplified set of instructions for submitting the application within GMS can be found at Addendum A.

For technical assistance with the Grants Management System, please call the Office of Program Development at (518) 485-9922. Technical assistance with GMS will be available through the due date for applications until noon.

Applications must be received by 12 PM, September 30, 2009 or the last day of each subsequent month until all funds have been awarded.

NOTE: Alternative applications **will not** be accepted.
Faxes **will not** be accepted.
Applications by e-mail **will not** be accepted.
Any applications received **after the due date will not** be considered as valid for review for that month.

A – V. TIME TABLE OF EVENTS

a. Key Events Completion Date

1. **Issuance of the RFP:** August 19, 2009 will be the first issuance and continue on a monthly basis while funds are available.
2. **Applications must be received no later than:** September 30, 2009 or the last day of each subsequent month until all fund have been award.

A – VI. Application Requirements

Subsequent to staff review, the Commissioner of the NYS Division of Criminal Justice Services will review the scored staff evaluations and make the final decision regarding the individual award amounts based upon factors which may include the nature and severity of the crime problem to be addressed, the appropriateness of the applicant's proposed strategy as well as budgetary considerations and the overall cost effectiveness of the proposed program.

The areas or issues to be addressed by the applicant in the narrative portion of the application and the distribution of points for rating and scoring the individual sections of the application are stated below. The narrative portion of the application should be at least four, but no more than eight, double-spaced, single-sided pages 12-point text font and one-inch margins and can be typed in a word processing format first and then copied and **pasted into the program specific question area** in the Division of Criminal Justice Services Grants Management System (GMS). Narratives should consist of responses to each of the following questions.

a. Numerical Rating of Applications

A numerical rating will be awarded based on the **completeness** of the response to each of the following questions. Each question has a maximum number of points that can be achieved. Answer the following questions in full. Statistics may be obtained by referencing the DCJS website and from the UCR Part 1 crime reports generated by your jurisdiction.

1. Describe in detail the crime problem to be addressed through this project using current statistical data where applicable. 0-25 points

The description should include a demographic profile of the targeted area and detailed, data based analysis of crime in the area including the number of Part 1 crimes and arrests for the most recent year. When completing this section the following issues should be addressed:

- ***Why is the project needed?*** Describe and document the nature, severity and magnitude of the problem using current crime and social-demographic data.

2. Describe the proposed project strategy identifying measurable objectives supported by specific tasks and performance measures. 0-25 points

Describe how the project addresses the previously described problem.

- ***Where will the project operate?*** Describe the physical location of the project.
- ***When will the project operate?*** Provide time line for scheduling and accomplishing tasks.
- ***Identify other agencies*** that will be involved in this initiative and their role.
- ***Include a plan*** to assure the institutionalization of the project once funds are no longer available should the initiative be considered successful by the jurisdiction and warrants continuation.

3. Implementing Agency Profile 0-15 points

Answer the following parts of these questions.

A. *Briefly describe your agency including:*

- Organizational structure and operational units or divisions
- The overall annual operating budget with number of employees (full-time and part-time) and hours of operation

B. *Identify from which part of the agency the project will be operated.*

4. Evaluation of Strategy 0-15 points

Describe the method to be utilized in the evaluation of this project. Identify data that will be included to support that the desired goals of increased public safety and crime reduction will be attained.

5. What funds are needed to support the work plan in this grant proposal?
0-20 points

Provide an overall budget that supports the work plan presented. The detailed budget lines are to be directly related to strategy implementation and *must be sufficiently justified*. Second year funding must include a ten percent match and third year funding must include a twenty percent match.

The following questions and all their parts are to be answered by **ONLY those agencies that have received prior IMPACT Tools grant awards** and are applying for refunding. The compliance with program and fiscal requirements in your current contract is to be rated for your project. **Up to 20 points** can be deducted for incomplete answers and compliance issues.

6. Provide a comprehensive description of grant related activities for the most recent year's grant and an assessment of the project's results supported by data. The analysis must specifically address the stated goals, objectives, tasks and performance measures of the previous year's contract. Also report on the progress made to sustain the project beyond the funding received from this grant.

Up to 10 points can be deducted

7. Indicate if all the required Program Quarterly Progress Reports have been submitted to the Division of Criminal Justice Services (DCJS) within the specified 45 days required in the grant contract. Program Quarterly Progress Reports must be reflective of the work plan in the grant award project.

Up to 5 points can be deducted

8. Have Fiscal Cost Reports (FCR) been submitted to DCJS within the specified 45 days for every quarter that the project has been funded?

Up to 5 points can be deducted

Nothing herein requires DCJS to approve funding for any applicant.

A – VII. NOTIFICATION OF AWARD

Applicants who are eligible for funding must receive a score of **at least 70** on this RFP. The actual award amount will be dependent upon the magnitude and severity of need, soundness of the proposed strategy and its relation to the requested budget.

Applications will be received on a continuous rolling basis with funding decisions and awards made at the end of each month until such time as all funds have been

awarded. All applications received between August 19 and September 30 will be reviewed early October and funds awarded based on the criteria outlined in this RFP. If funds remain, the program will be opened for new application the month following the September award. This monthly cycle will continue until all funds have been awarded.

Successful applicants will be advised by DCJS, through a letter of notification, that funds will be awarded and a contract will be negotiated. Unsuccessful applicants will also be advised by letter.

A – VIII. ADMINISTRATION OF CONTRACTS

DCJS will negotiate and develop a grant contract with successful applicants. The grant contract is subject to approval by the NYS Office of the Attorney General and Office of the State Comptroller before grant funding may actually be disbursed to reimburse project expenses. In the event that DCJS and the successful applicant cannot execute a contract within sixty days of notification of selection of the applicant, DCJS reserves the right to rescind the award and redistribute the grant funds.

Contract Approval – All contracts are subject to approval of the Attorney General and the Comptroller of the State of New York, and until said approval has been received and indicated thereon, the Contract shall be of no force and effect.

Contract Period – Grant contracts will be executed for a period of 12 months subject to the continued availability of the grant funding. DCJS reserves the right to modify the contract period in the best interests of the State.

Contract Activities – All activities must have prior approval from DCJS and meet guidelines established by the State of New York and the Federal government as applicable.

Contract Changes – Contracts awarded as the result of this RFA may be executed, extended, increased, decreased, terminated, renewed, amended, or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services based on a grantee's performance, changes in project conditions, or otherwise.

Records – Grantees must keep books, ledgers, receipts, work records, consultant agreements and inventory records pertinent to the project and in a manner consistent with DCJS contractual provisions and mandated guidelines.

Liability – Nothing in the contract between DCJS and the grantee shall impose liability on the State of New York, for injury incurred during the performance of approved activities or caused by use of equipment purchased with grant funds.

Payments – Payments will be made pursuant to a schedule specified in a contract entered into between DCJS and the grant award recipients. Funds will not be available until approved by State control agencies. Generally, payments are made quarterly.

Reports – Grantees shall submit quarterly progress reports to DCJS in a format and time schedule specified in the grant contract, which shall include a description of the program efforts undertaken during the reporting period and the current status of the project. Data concerning key performance measures identified by Division of Criminal Justice Services in the grant award agreement shall be collected and included in each report.

Any law enforcement jurisdiction involved in the grant must submit crime reports to DCJS monthly within 30 days following the end of each month. These reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident-Based Reporting Program (IBR).

Review – The grantee's performance in all areas mentioned above, in addition to the services contracted for, will be monitored by DCJS. Monitoring activities may take the form of site visits, records inspections, written and telephone communication, or other methods deemed necessary by DCJS.

Disposition of Allocations – DCJS reserves the right to reject applications, deny the awards, or defer applications for future consideration based on insufficient information in the application, lack of accompanying documentation, the inappropriateness of the project proposed, an organizational history of unsuccessful projects of a similar nature, or a history of contract non-compliance.

Revocation of Funds – Funds awarded to an applicant who does not implement an approved project within 90 days for the execution date may be revoked and reprogrammed at the discretion of the Commissioner of the Division of Criminal Justice Services.

Standard Contract Provisions – Grant contracts executed as a result of this Program Announcement will be subject to the terms and conditions of Appendix A and Appendix A-1, which are available for review at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

SFY 2009 Operation IMPACT Tools – Application Checklist

ALL REQUESTS FOR FUNDING MUST COMPLY WITH THE GUIDELINES SET FORTH IN THE ATTACHED REQUEST FOR PROPOSALS (RFP).

All applications must be completed using GMS and must include:

- **Contact information;**
- **Answers to Program Specific Questions in A – VI. (a.)(1 – 5, and 6 – 8 when applicable)**
- **A letter of support from the District Attorney in their county who has been briefed on the proposed project.**
- **Complete Budget and Work Plan Sections.**

All applications must be received by September 30, 2009 or prior to the last day of each subsequent month until all funds have been awarded.

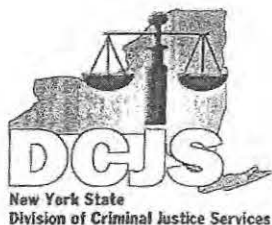
NOTE: Alternative applications will NOT be accepted. Faxes will NOT be accepted. Applications by e-mail will NOT be accepted.

Addendum A

GMS Registration Form

GMS Signatory Registration Form

Helpful Hints for GMS



NYS Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203
Phone: (518) 457-8462
<http://criminaljustice.state.ny.us>

Office of Program Development and Funding

GMS USER REGISTRATION

In order to complete grant applications online to DCJS, your agency must register with the GMS system. Do so by submitting this Registration Request form – and the attached IRS W-9 form –via email attachment to funding@dcjs.state.ny.us . When your request has been processed, you will be sent a username and instructions. Please download the GMS User Manual at <http://criminaljustice.state.ny.us/ofpa/gms.htm> .

Please allow 3-5 business days for your Registration Request to be processed.

Registrant Information (all fields are required):

Agency:
EIN (Tax ID#):

Registrant:
Title:

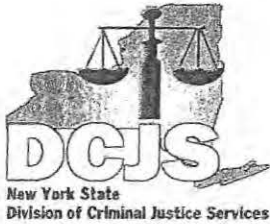
Address:
Address2: (if applicable)
City/State:
Zip:

Email:
Phone: (Ex.: (555) 111-1111)

DCJS #s of Current Grants (if applicable):

NOTE: You must also complete IRS form W-9, Request for Taxpayer Identification Number and Certification, in order for your registration to be processed. Faxed signatures are acceptable. Download the form at <http://criminaljustice.state.ny.us/ofpa/gms.htm> . Fax to (518) 457-1186.

Indicate here that form W-9 has been completed and faxed: ☐



NYS Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203
Phone: (518) 457-8462
<http://criminaljustice.state.ny.us>

Office of Program Development and Funding

GMS SIGNATORY REGISTRATION

In order to complete grant applications online to DCJS, your agency must register with the GMS system. Do so by submitting this Registration Request form via email attachment to funding@dcjs.state.ny.us. When your request has been processed, you will be sent a username and instructions. Please download the GMS User Manual at <http://criminaljustice.state.ny.us/ofpa/gms.htm>.

Please allow 3-5 business days for your Registration Request to be processed.

Registrant Information (all fields are required):

Agency:
EIN (Tax ID#):

Authorized Signing Official:
Title:

Address:
Address2: (if applicable)
City/State:
Zip:

Email:
Phone: (Ex.: (555) 111-1111)

Basis for signing authority (Ex., executive officer, authorized by municipal charter, e.g.)

DCJS #s of Current Grants (if applicable):

NOTE: If your agency has not yet submitted IRS form W-9, Request for Taxpayer Identification Number and Certification, you will be required to do so. Download the form at <http://criminaljustice.state.ny.us/ofpa/gms.htm>.

Helpful Hints

First time GMS users should download the GMS User Manual located at <http://criminaljustice.state.ny.us/ofpa/gms.htm>

Persons familiar with NYS-DCJS GMS can use the following as a simplified guideline.

The following instructions apply **ONLY** to the Operation IMPACT Tools applications as previously described.

Sign on to GMS.

Go to project grid. Click the **"New"** button at the top of the project grid. This will take you to a screen that says "Select a Program Office" in a drop-down box format, find and highlight **"IM" for Operation IMPACT Tools**. Then click **"Create Project"**

In the newly created project, complete following modules:

> General

Complete the text screens and press save.

> Participants/Contacts

Click on **"Add Participant"** and in the search prompt that appears type in your agency name. This should take you to a list, find your agency, and click in the blue section of your agency name. This will prompt a drop down list that defaults to "Grantee". Click Add.

Click on **"Add Contact"** and in the search prompt that appears type in the last name of the person to be added. This should take you to a list, find the person to be added and click in the blue section of the name. This will prompt a drop down list that defaults to "Primary". Ensure you do this until you have added a **minimum of three contacts: Primary, Signatory and Fiscal.**

Note: If the signatory you try to add is not eSignature registered, you will get an error message and will not be allowed to add that person at that time. You will NOT be able to submit the application without a signatory attached.

> Budget

Click **"Create a budget version for your agency (grantee)"**.

> Workplan

Fill in the "Project Goal" text box and click "**Save**." Click "**Create New Objective**" and fill in the text box and click "**Save**" (**Note:** This can be repeated, as needed, for multiple Objectives.)

Click "**Add Task to this Objective**" and fill in the text box and click "**Save**" (**Note:** This can be repeated, as needed, for multiple Tasks.)

Click "**Add Performance Measure to this Task**" and fill in the text box and click "**Save**" (**Note:** This can be repeated, as needed, for multiple Performance Measures.)

Hint: You should work in a word processing document for any long answers. DCJS-GMS will time out after 30 minutes and you will lose any unsaved material. Cutting and pasting from a word processing software document will prevent you from losing any work in this manner.

> Questions

For purposes of this RFP only, when entering applications into GMS, in lieu of answering Questions #1, #2 & #3, attach a document to the application that addresses the information requested in Section V, "RFP Specific Instructions".

Since the GMS will not permit you to submit your application without answering Questions #1, #2 & #3, applicants should answer "Not Applicable" or "N/A". Go to the questions tab and respond to Questions #1-3. Simply enter "Not Applicable" or "N/A". Just click anywhere in the blue section of the question and it will take you to a text box for your answer.

> Acceptance

Click in the blue lettering anywhere under "**Assurances**". This will bring you to a list of Certified Assurances. Read the assurances carefully and at the bottom of the list (if they are acceptable); click the "**Certify**" button. This will automatically fill in the "Certified by" and "Certified Date" fields, as GMS will recognize the user based upon user name and password when signing on to GMS.

Note: Your signatory will not be able to "accept" the appendices at this time as the project is still just an application. Accepting appendices occurs as part of the eSignature process at a later date.

> Attachments

For the *required* document GMS will accept this as an uploaded attachment. You may click on "**Attachment**" (and upload it there). **Note:** Follow the instructions in the GMS Users Manual for Attachments.

Remember: *Failure to submit required documents will be considered the same as failure to meet the deadline for application submission. This may result in an award being rescinded for the application being untimely.*

When you have completed all of the above requirements, click the "**Submit**" button.

Program B: New York City Enhanced Law Enforcement

The New York State Division of Criminal Justice Services, Office of Program Development and Funding announces the availability of funding for the New York Police Department (NYPD) to enhance their ability to combat violent crime, drug abuse, gangs and the trafficking of illegal guns. The NYPD is encouraged to define and prioritize the critical crime problems facing their jurisdiction within the parameters of the program areas presented below. It is expected that the NYPD will form collaborative partnerships with federal, state and local criminal justice and community agencies, as well as neighborhood groups and associations in the development of creative solutions to the targeted issues.

B – I. Appropriation and Availability of Funds

Approximately \$820,000 in State General Funds authorized by the enacted New York State 2009-2010 budget will be awarded under this application process. Matching funds will not be required. Grant award agreements will be for a twelve month period with starting dates between October 1, 2009 and January 31, 2010.

All funding requests must support program efforts to be accomplished during the contract period requested. Funding under this program may be used to support personnel, overtime, training, operating costs and equipment, but must supplement, not supplant, non-grant funds that would otherwise be available for expenditure on the proposed program. Any potential supplanting will be subject to application review or post-award monitoring and audit. If it appears as though there is a supplanting issue, the applicant or grantee will be required to submit documentation demonstrating that the reduction in non-grant resources occurred for reasons other than the receipt or expected receipt of these funds.

B – II. Eligibility Requirements

Eligibility is limited to the New York City Police Department or a District Attorney's office from the five boroughs of the City of New York *on behalf of* the New York Police Department. A letter of support from the NYPD must accompany any applications from a District Attorney's office. Funding requests must clearly fall within one of the state priority areas described in B-III., "Program Priorities". Requests falling outside of the state priority areas will not be considered for funding.

B – III. Program Priorities

All proposals must address at least one of the following New York State priority areas:

Gun, Gang and Drug Enforcement: Proposals under this priority should outline strategies for enhanced enforcement and/or target specific gangs, gun or drug trafficking groups or gun, gang and drug related crime in specific geographical target areas or neighborhoods. Funds can be used to support expanded investigation/enforcement initiatives. Program requirements include inter-agency coordination and collaboration involving federal, state and local law enforcement and prosecutorial agencies as applicable.

Information and Intelligence Development and Sharing: Accurate and timely information are key ingredients of effective law enforcement initiatives. Comprehensive, accurate and timely information is needed to identify, apprehend and successfully prosecute individual offenders as well as organized criminal groups. Available funds may be used to support a wide variety of program initiatives involving the application of advanced technology designed to facilitate the development and use of crime mapping systems, intelligence data bases, case management and tracking systems or to support the acquisition of technology and programs designed to facilitate the exchange and sharing of information among federal, state and local law enforcement and prosecutorial agencies.

B – IV. Application Specific Instructions

Submit one application for each project for which funding is requested. For purposes of this application only, when entering applications into GMS, applicants should respond to the following two questions and include all components as applicable. Responses to Questions #1 and #2 must be submitted as attachments via GMS. (See Addendum A – Helpful Hints.) In addition the Workplan and Budget must be completed in GMS.

Question #1: Identify which state program priority was chosen as the focus of the project *and* why.

Describe how the proposed project will address the state program priority chosen. If you are a District Attorney's Office a letter of support from the NYPD must be attached with this question.

Question #2:

(a) Provide a brief summary of your proposed project. State the problem to be addressed by this project using appropriate statistical data where applicable.

(b) What is the project? Describe your project. Is it a mobile patrol, neighborhood watch, equipment purchase, etc.?

(c) Why is the project needed? Describe what services will be provided and how the project will meet the needs of the target population.

(d) Where will the project operate? Describe the physical location(s) of the project.

(e) When will the project operate? State the hours and/or days of operation. Also include the schedule of the project. For example, you may be running different projects throughout the year, or you may need to hire personnel or develop project materials.

(f) If this is a continuation of a project currently funded, please include the following:

- **A comprehensive description of grant related activities for the most recent year's grant and an assessment of the project's results.** This must specifically address the stated goals, objectives, tasks and performance measures of the previous year's contract.
- **Please indicate if all required program quarterly reports have been submitted**
- **Please indicate if all fiscal cost reports are up to date and submitted within the 45 days for every quarter that the project has been funded.**

(g) What other resources, if any, will be utilized to support the implementation of this project? (Include other grant or agency funds, or existing agency resources such as equipment, personnel, volunteers, etc.)

- **Workplan.** Outline the project goals, objectives, specific tasks and performance measures using the "workplan" module in GMS.
- **Budget.** Provide an overall budget that supports the work plan presented. The detailed budget lines are to be directly related to strategy implementation and must be justified.

B- V. Special Conditions and Prohibitions

Funds cannot be used to purchase vehicles, real estate, or to support construction projects, firearms or TASERS. Confidential funds and buy money are limited to 10% of the entire budget. Funds cannot be used for fringe benefit costs for paid overtime expenses.

B – VI. Application

Applications must be submitted on-line via the DCJS GMS. No other format of application will be accepted. Applicants who do not currently have access to GMS must first submit a GMS Registration Form. (See Addendum A attached) It is strongly suggested that the GMS User Manual be downloaded from the following web address: <http://criminaljustice.state.ny.us/ofpa/gms.htm>.

Additionally, the authorized signer of contracts for any agency, hereafter referred to as the signatory, must submit a separate GMS eSignature registration form. This allows general access to GMS as well as allows for eSignature of grants. All applications, once approved, will be processed as eSignature contracts. **Failure by an applicant to have an authorized signatory with eSignature rights will prevent submission of the application.** Both GMS registration forms can be e-mailed to funding@dcjs.state.ny.us or faxed to (518) 457-1186.

A simplified set of instructions for submitting the application within GMS can be found in Addendum A. When accessing GMS to complete an application, click "Project>New", then select "EL" for Enhanced Law Enforcement as the funding program to begin entering your application. For assistance with the Grants Management System, please call the Office of Program Development and Funding Unit at (518) 457-8462.

B – VII. Timetable

August 19, 2009 - Issuance of Application

September 23, 2009, 12:00 P.M. - Application Deadline

On or about October 15, 2009 – Award announcements

B – VIII. Approval

Funds will be awarded by the Commissioner of the Division of Criminal Justice Services based on the consideration of the items described below. DCJS reserves the right to award a reduced amount based on the reasonableness of cost of a budget and the scope of the program work plan.

Items to be considered during review of the application(s):

- ◆ How well the project addresses the priority area.
- ◆ The strength of the program work plan in terms of the attainability of the goals and objectives, the clarity of the tasks, how well the performance measures relate to those tasks.
- ◆ The reasonableness of the cost associated with rendering the proposed services as outlined in the project budget. Each requested item must include a justification as to how it relates to the program goals and objectives and is necessary to achieve the program outcomes.
- ◆ Past Performance – For any eligible applicants with prior grant award contracts

with DCJS, prior contractual (both fiscal and programmatic) compliance (this means all required paperwork has been filed) will be considered.

B – IX. Administration of Contracts

DCJS will negotiate and develop a grant contract with successful applicants. The grant contract is subject to approval by the NYS Office of the Attorney General and Office of the State Comptroller before grant funding may actually be disbursed to reimburse project expenses. In the event that DCJS and the successful applicant cannot execute a contract within sixty days of notification of selection of the applicant, DCJS reserves the right to rescind the award and redistribute the grant funds.

Contract Approval – All contracts are subject to approval of the Attorney General and the Comptroller of the State of New York, and until said approval has been received and indicated thereon, the Contract shall be of no force and effect.

Contract Period – Grant contracts will be executed for a period of up to 12 months beginning October 1, 2009 through January 31, 2010, subject to the continued availability of the grant funding. DCJS reserves the right to modify the contract period in the best interests of the State.

Contract Activities – All activities must have prior approval from DCJS and meet guidelines established by the State of New York and the Federal government as appropriate.

Contract Changes – Contracts awarded as the result of this RFA may be executed, extended, increased, decreased, terminated, renewed, amended, or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services based on a grantee's performance, changes in project conditions, or otherwise.

Records – Grantees must keep books, ledgers, receipts, work records, consultant agreements and inventory records pertinent to the project and in a manner consistent with DCJS contractual provisions and mandated guidelines.

Liability – Nothing in the contract between DCJS and the grantee shall impose liability on the State of New York, for injury incurred during the performance of approved activities or caused by use of equipment purchased with grant funds.

Payments – Payments will be made pursuant to a schedule specified in a contract entered into between DCJS and the grant award recipients. Funds will not be available until approved by State control agencies. Generally, payments are made quarterly.

Reports – Grantees shall submit quarterly progress reports to DCJS in a format and time schedule specified in the grant contract, which shall include a description of the program efforts undertaken during the reporting period and the current status of the project.

Review – The grantee’s performance in all areas mentioned above, in addition to the services contracted for, will be monitored by DCJS. Monitoring activities may take the form of site visits, records inspections, written and telephone communication, or other methods deemed necessary by DCJS.

Disposition of Allocations – DCJS reserves the right to reject applications, deny the awards, or defer applications for future consideration based on insufficient information in the application, lack of accompanying documentation, the inappropriateness of the project proposed, an organizational history of unsuccessful projects of a similar nature, or a history of contract non-compliance.

Revocation of Funds – Funds awarded to an applicant who does not implement an approved project within 90 days for the execution date may be revoked and reprogrammed at the discretion of the Commissioner of the Division of Criminal Justice Services.

Standard Contract Provisions – Grant contracts executed as a result of this Program Announcement will be subject to the terms and conditions of Appendix A and Appendix A-1, which are available for review at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

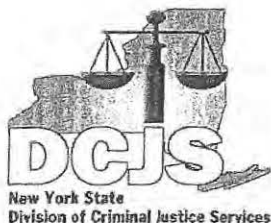
Addendum A

GMS Registration Form

GMS Signatory Registration Form

Helpful Hints for GMS

Final Checklist



NYS Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203
Phone: (518) 457-8462
<http://criminaljustice.state.ny.us>

Office of Program Development and Funding

GMS USER REGISTRATION

In order to complete grant applications online to DCJS, your agency must register with the GMS system. Do so by submitting this Registration Request form – and the attached IRS W-9 form – via email attachment to funding@dcjs.state.ny.us. When your request has been processed, you will be sent a username and instructions. Please download the GMS User Manual at <http://criminaljustice.state.ny.us/ofpa/gms.htm>.

Please allow 3-5 business days for your Registration Request to be processed.

Registrant Information (all fields are required):

Agency:

EIN (Tax ID#):

Registrant:

Title:

Address:

Address2: (if applicable)

City/State:

Zip:

Email:

Phone: (Ex.: (555) 111-1111)

DCJS #s of Current Grants (if applicable):

NOTE: You must also complete IRS form W-9, Request for Taxpayer Identification Number and Certification, in order for your registration to be processed. Faxed signatures are acceptable. Download the form at <http://criminaljustice.state.ny.us/ofpa/gms.htm> . Fax to (518) 457-1186.

Indicate here that form W-9 has been completed and faxed: ☐



NYS Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203
Phone: (518) 457-8462
<http://criminaljustice.state.ny.us>

Office of Program Development and Funding

GMS SIGNATORY REGISTRATION

In order to complete grant applications online to DCJS, your agency must register with the GMS system. Do so by submitting this Registration Request form via email attachment to funding@dcjs.state.ny.us. When your request has been processed, you will be sent a username and instructions. Please download the GMS User Manual at <http://criminaljustice.state.ny.us/ofpa/gms.htm>.

Please allow 3-5 business days for your Registration Request to be processed.

Registrant Information (all fields are required):

Agency:

EIN (Tax ID#):

Authorized Signing Official:

Title:

Address:

Address2: (if applicable)

City/State:

Zip:

Email:

Phone: (Ex.: (555) 111-1111)

Basis for signing authority (Ex., executive officer, authorized by municipal charter, e.g.)

DCJS #s of Current Grants (if applicable):

NOTE: If your agency has not yet submitted IRS form W-9, Request for Taxpayer Identification Number and Certification, you will be required to do so. Download the form at: <http://criminaljustice.state.ny.us/ofpa/gms.htm>.

Helpful Hints

First time GMS users should download the GMS User Manual located at <http://criminaljustice.state.ny.us/ofpa/gms.htm>

Persons familiar with NYS-DCJS GMS can use the following as a simplified guideline.

The following instructions apply **ONLY** to the application(s) previously described.

Sign on to GMS.

Go to project grid. Click the **"New"** button at the top of the project grid.

This will take you to a screen that says "Select a Program Office" in a drop-down box format, Find and highlight **"EL" for Enhanced Law Enforcement Program**

Then click **"Create Project"**

In the newly created project, complete following modules:

> General

Complete the text screens and press save.

> Participants/Contacts

Click on **"Add Participant"** and in the search prompt that appears type in your agency name. This should take you to a list, find your agency, and click in the blue section of your agency name. This will prompt a drop down list that defaults to "Grantee". Click Add.

Click on **"Add Contact"** and in the search prompt that appears type in the last name of the person to be added. This should take you to a list, find the person to be added and click in the blue section of the name. This will prompt a drop down list that defaults to "Primary". Ensure you do this until you have added a **minimum of three contacts: Primary, Signatory and Fiscal.**

Note: If the signatory you try to add is not eSignature registered, you will get an error message and will not be allowed to add that person at that time. You will NOT be able to submit the application without a signatory attached.

> Budget

Click **"Create a budget version for your agency (grantee)"**. There is no match requirement for this program.

> Workplan

Fill in the "Project Goal text box and click **"Save."**

Click **"Create New Objective"** and fill in the text box and click **"Save"**

Click **"Add Task to this Objective"** and fill in the text box and click **"Save"** (Note: This can be repeated, as needed, for multiple tasks.)

Click "**Add Performance Measure to this Task**" and fill in the text box and click "**Save**" (Note: This can be repeated, as needed, for multiple Performance Measures.)
Hint: You should work in a word processing document for any long answers.
DCJS-GMS will time out after 30 minutes and you will lose any unsaved material.
Cutting and pasting from a word processing software document will prevent you from losing any work in this manner.

> Questions

For purposes of this RFA only, when entering applications into GMS, in lieu of answering the questions that appear in the Questions tab, attach a document that addresses the questions outlined in Section V of the RFA ("Application Specific Instructions").

Since GMS will not permit you to submit your application without answering the questions that appear in the Questions tab, just click anywhere in the blue section of each question and it will take to you a text box where you should simply enter "Not Applicable" or "N/A."

> Attachments

For the required document (see Section V of the RFA, "Application Specific Instructions"), GMS will accept this as an uploaded attachment. You may click on "Attachment" and upload it there. **Note:** Follow the instructions in the GMS Users Manual for Attachments.

Remember: ***Failure to submit required documents will be considered the same as failure to meet the deadline for application submission. This may result in the award being rescinded for the application being untimely.***

When you have completed all of the above requirements, click the "**Submit**" button.

FINAL CHECKLIST

Before sending your application, make sure that you have:

- ♦ Responded to Questions #1 and 2 described in Section B IV, "Application Specific Instructions".
- ♦ Completed the Budget and Work Plan sections
- ♦ If you are applying from a district attorney's office you must include a letter of support from the NYPD.

**The application must be submitted on-line via the
NYS-DCJS GMS no later than 12:00 P.M. noon
September 23, 2009.**

Statement of Non-Personal Service Expenditures Equipment

1. Grantee Name: _____
 2. Implementing Agency: _____
 3. Report Period: From: _____ To: _____
 5. Contract Period: From: _____ To: _____

4. Corresponding FCR Report: _____
 6. Contract Number: _____
 7. DCJS Number: _____

This form is used to certify the expenditures claimed for Equipment. The equipment charged to the grant must be specifically listed in the equipment category per Appendix B of the grant contract. All Equipment expenses must have an appropriate and reasonable basis for allocating the expenses for this project.

8a Items Purchased (per approved budget)	8b Quantity	8c Date Ordered	8d Date Received	8e Serial No.	8f Check No.	8g Payee	Amount Charged to	
							8h Federal/ State	8i Match

* The totals should be carried forward to Category D of the Fiscal Cost Report Column C)							8j *Total	\$	\$
---	--	--	--	--	--	--	-----------	----	----

Certification: I certify that the above expenditures were made in accordance with the pertinent grant, are appropriate to the goals and objectives of the project described therein, and are not duplicative of expenditures claimed on any other grants.

9. Signature: _____ Print Name: _____
 Title: _____ Date: _____ Phone #: (____) _____

- 12792 -

Equipment

1. Grantee Name: _____ 2. Implementing Agency: _____ 3. Report Period: From: _____ To: _____ 5. Contract Period: From: _____ To: _____	4. Corresponding FCR Report: _____ 6. Contract Number: _____ 7. DCJS Number: _____
---	--

This form is used to certify the expenditures claimed for Equipment. The equipment charged to the grant must be specifically listed in the equipment category per Appendix B of the grant contract. All Equipment expenses must have an appropriate and reasonable basis for allocating the expenses for this project.

8a Items Purchased (per approved budget)	8b Quantity	8c Date Ordered	8d Date Received	8e Serial No.	8f Check No.	8g Payee	Amount Charged to	
							8h Federal/ State	8i Match

* The totals should be carried forward to Category D of the Fiscal Cost Report Column C)

8j *Total

\$

\$

Certification: I certify that the above expenditures were made in accordance with the pertinent grant, are appropriate to the goals and objectives of the project described therein, and are not duplicative of expenditures claimed on any other grants.

9. Signature: _____ Print Name: _____

Title: _____ Date: _____ Phone #:: (____) _____



John Tedona

Regional Sales Manager

john.tedona@pipstechnology.com

Office 908-813-3258

Mobile 201-841-6237

Fax 865-392-5599

804 Innovation Drive, Knoxville, TN 37932



**STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES**

Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

March 11, 2011

Honorable William Sherwood
Town Supervisor
74 East Main Street
Stony Point, NY 10980

RE: Contract No. T-637052, LPR, BR-09

Dear Mr. Sherwood:

Thank you for the cooperation and courtesy extended during the recent desk audit of the above referenced contract.

The purpose of this desk audit was to provide reasonable assurance that this program has met the fiscal requirements and terms of the contract in accordance with applicable state and federal regulations.

We reviewed the supporting documentation provided by the Town of Stony Point. In our opinion, the Town of Stony Point is in compliance with the fiscal terms and conditions of this grant contract.

If you should have any questions or require additional information concerning this letter, please contact Amanda Lesniewski at (518) 457-1417.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Wright", followed by a horizontal line.

Robert Wright, CIA
Director of Internal Audit and Compliance

cc: Chief Patrick Brophy, Stony Point Town Police Department
Lieutenant Keith Williams, Stony Point Town Police Department



**STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES**

Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

January 14, 2011

Honorable William Sherwood
Town Supervisor
74 East Main Street
Stony Point, NY 10980

RE: Contract No. T-637052, LPR, BR-09

Dear Mr. Sherwood:

The above referenced contract between the Town of Stony Point and New York State Division of Criminal Justice Services has been selected for a desk audit. The purpose of this audit is to provide reasonable assurance that the program has met the fiscal requirements and terms of the contract in accordance with applicable state and federal regulations.

We reviewed the fiscal cost report and supporting schedule related to the above referenced grant. Our review identified items that require additional documentation and/or explanation:

- Copies of invoices and cancelled checks to support the grant expenditures claimed for equipment in the amount of \$16,350. ✓
- Please provide a copy of your procurement procedures for obtaining the equipment. Acceptable documentation includes copies of quotes, state contract, competitive bid process or sole source approval. ✓
- Please provide a copy of your Equipment Receiving and Inventory Report ✓
- Copies of invoices and cancelled checks to support the grant expenditures claimed for "all other" in the amount of \$2,200. ✓

Mr. Sherwood
Page -2-
January 14, 2011

In addition, please provide contact information for the person responsible for the equipment purchased under this grant. Our office will then contact the individual listed in your response and set up an appointment to inventory the equipment.

Please submit a written response to this office at the address listed below no later than January 25, 2011. Your response should include all supporting documentation and be mailed to the following address:

New York State Division of Criminal Justice Services
Office of Audit and Compliance
Attn: Desk Audit –Amanda Lesniewski
4 Tower Place, 1st Floor
Albany, NY 12203

If you should have any questions or require additional information concerning this letter, please contact Amanda Lesniewski of the DCJS Grant & Contract Audit Unit at (518) 457-1417.

Sincerely,



Robert Wright, CIA
Director of Internal Audit and Compliance

cc: Chief Patrick Brophy, Stony Point Town Police Department
Lieutenant Keith Williams, Stony Point Town Police Department



Stony Point Police Department



79 Route 210, Stony Point, New York 10980

Lieutenant Keith Williams
kwilliams@stonypointpd.org

Phone #: (845) 786-3304
Fax #: (845) 786-0865

January 24, 2011

Amanda Lesniewski

DCJS Grant & Contract Audit Unit
NYS DCJS
Office of Audit and Compliance
4 Tower Place
Albany, NY 12203

Dear Amanda,

Please find attached the requested supporting documentation with regard to Contract No. T-637052, LPR, BR-09. Further be advised that I am the person responsible for the equipment purchased under this grant. Should you need any further assistance please feel free to contact me at your earliest convenience.

Respectfully,

Lt. Keith Williams

Home
Search
Open

General	Workplan Outcomes
---------	-------------------

Project Goal

To increase public safety within the Town of Stony Point through the detection and reduction of motor vehicle related crimes, including but not limited to motor vehicle theft and motor vehicle insurance fraud.

Go to
Project
Attachment
Site
Review
Financial
Equipment

Objective #1

To develop a strategy for the Town of Stony Point that will reduce motor vehicle theft related crime through the deployment of a License Plate Reader (LPR) and the integrated efforts of city, county, and state law enforcement agencies that serve Rockland County.

Task #1 for Objective #1

Help
Logout

Research and develop a threat assessment describing the scope of the crime problem using current UCR Part 1 crime data and other resources available.

Login ID:
wkeith

Version 2.1.10

#	Performance Measure	Outcomes			
1	Include in the first quarterly progress report a threat assessment and the overall strategy to be implemented in order to address the identified threat.	Equipment installed in vehicle. Training of personnel commenced. No further data or information to report at this time.			
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

Task #2 for Objective #1

Identify and meet with those law enforcement agencies whose efforts would be integrated into the strategy and request their assistance in developing the strategy.

#	Performance Measure	Outcomes			
1	During the first quarter of the contract year, initiate meetings among the partner agencies and include the dates of the meetings and which agencies attended in quarterly progress report submitted to DCJS.	Equipment installed in vehicle. Training of personnel commenced. No further data or information to report at this time.			
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

Objective #2

To enhance enforcement abilities relating to stolen vehicles, unregistered/uninsured motor vehicles, persistent scoff law violators, unlicensed operators, and sex offenders, while maintaining homeland security obligations through the implementation of a License Plate Reader (LPR).

Task #1 for Objective #2

Acquire the necessary equipment to enhance the ability of patrol to meet the needs of the community more efficiently.

#	Performance Measure	Outcomes			
1	Include in the appropriate Quarterly Progress Reports to DCJS, the type of LPR unit installed (mobile or fixed) and date(s) of equipment installation and implementation	Equipment installed in vehicle. Training of personnel commenced. No further data or information to report at this time. We spent all of the funds available on this grant which was \$18,550.00			
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

Task #2 for Objective #2

Develop a written departmental policy regarding the use of the License Plate Reader (LPR).

#	Performance Measure	Outcomes			
1	Include in the appropriate Quarterly Progress Reports to DCJS, the written departmental policy.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

Task #3 for Objective #2

Provide training to those individuals authorized to utilize the License Plate Reader (LPR).

#	Performance Measure	Outcomes			
1	Include in the appropriate Quarterly Progress Reports to DCJS, the number of personnel who attended vendor and/or in-house instruction regarding the use of the License Plate Reader (LPR).				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

Task #4 for Objective #2

Deploy personnel assigned to the vehicle equipped with the License Plate Reader (LPR) for investigative purposes and/or into areas deemed as high traffic, elevated crime, and/or a potential security threat.

#	Performance Measure	Outcomes			
1	Number of stolen vehicles recovered.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
2	Number of felony arrests resulting from stolen vehicles recovered.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
3	Number of misdemeanor arrests resulting from the recovery of a stolen vehicle.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
4	Number of suspended and/or revoked registrations.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
5	Number of felony arrests resulting from suspended and/or revoked registrations.				
		Current	Prior	Year To	

	Unanticipated Outcome	Quarter	Quarter	Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
6	Number of misdemeanor arrests resulting from suspended and/or revoked registrations.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
7	Number of stolen plates recovered.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
8	Number of felony arrests resulting from stolen plates recovered.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
9	Number of misdemeanor arrests resulting from stolen plates recovered.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
10	Number of wanted individuals.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
11	Number of felony arrests resulting from wanted individuals.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
12	Number of misdemeanor arrests resulting from wanted individuals.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
13	Number of individuals wanted for delinquent spousal support.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
14	Number of felony arrests resulting from individuals				

	wanted for delinquent spousal support				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
15	Number of misdemeanor arrests resulting from individuals wanted for delinquent spousal support.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
16	Number of plates read by the License Plate Reader (LPR).				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
17	Number of AMBER Alerts.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
18	Number of guns recovered.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
19	Amount of money seized.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
20	Types of drugs recovered.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
21	Value of drugs recovered (estimated).				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
22	Number of multi-agency initiatives (DMV, NYSP, Probation, etc.).				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
23	Successes not mentioned above.				
	Unanticipated Outcome	Current Quarter	Prior Quarter	Year To Date	Deficient
		0.00	0.00	0.00	no

#	Performance Measure	Outcomes			
----------	----------------------------	-----------------	--	--	--

STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

September 1, 2010

K.W. 7

Patrick Brophy
Chief of Police
Stony Point Town Police Department
79 Rt. 210
Stony Point, NY 10980
Email : sppd@stonypointpd.org

Re: Contract Number: T637052
License Plate Reader (LPR)

Dear Chief Brophy:

This letter is to remind you that, under the terms of the above referenced contract, Fiscal Cost Reports are due to the Division of Criminal Justice Services (DCJS) within 45 days following the end of each quarter. Our records indicate your reports are not currently up to date. The dates of your contract with DCJS are January 1, 2010 through December 31, 2010, and this grant currently has an unspent balance of \$18,550.00.

If you need assistance in completing your fiscal paper work, please contact Melanie Greenspan of the DCJS Office of Financial Services, at 518-457-4988. For program assistance, please contact your Program Representative in the DCJS Office of Program Development and Funding.

If there are circumstances that will prevent you from spending any portion of the contract balance, please notify Melanie Greenspan by letter to the Division of Criminal Justice Services, Office of Financial Services, 4 Tower Place, Albany, NY 12203, or by e-mail at melanie.greenspan@dcjs.state.ny.us.

If you have already submitted the Fiscal Cost Reports which are currently due, please disregard this letter. Thank you for your prompt attention to this matter.

Sincerely,

Patricia Johnston

Patricia Johnston
Associate Budgeting Analyst

CC: Program Representative (BR09)

From: Hamilton, Kristen (DCJS) [Kristen.Hamilton@dcjs.state.ny.us]
Sent: Thursday, June 24, 2010 12:30 PM
To: Brooks, Spencer (DCJS); Conkling, Steven (NASSAU); Feiner, Stephen H (NASSAU); Maccarone, Robert (DPCA); oconnell@oco.org; pcalby@safehorizon.org; pcj@vibs.org; pcosmo@ogdensburg.org; pdinkelaker@unityhouseny.org; pkravetz@courts.state.ny.us; Polfwil@nyp.org; poretskm@brooklynda.org; progowsky@safehorizon.org; psebesta@niskayuna.org; pshirley@cmvny.com; pyurgosky@ceoworks.org; quirkp@chittenango.org; ralonip@pace.edu; Cobleskill Police Dept; rbregman@verahouse.org; RBurns@monroecounty.gov; rchristopher@monroecounty.gov; rdwiz@aol.com; rgoeler@twcny.rr.com; richard.bialkowski@leo.gov; rie9001@nyp.org; robert.marmo@suffolkcountyny.gov; ronald.halcrow@suffolkcountyny.gov; rosauramoraless@nmic.org; Rosenthj@co.rockland.ny.us; Ogdensburg Police Dept; rsargeant@buffalocitymission.org; rsiglin@co.chemung.ny.us; rvennero@ywcamv.org; sadds@bronxda.nyc.gov; sae9005@nyp.org; saltieri@townofmamaroneck.org; schdyda@nycap.rr.com; scullinb@brooklynda.org; scunningham@horseheads.org; SgtMehlrose@townofmamaroneck.org; sharper@buffalocitymission.org; SheilaGillespie@midtel.net; shoover@co.chemung.ny.us; sidneypd704@yahoo.com; sirlan@oco.org; skirkum@lawny.org; smcnamar@ocgov.net; SNILVA@DAYONENY.ORG; spilipczuk@ywcamv.org; spinoj@erie.gov; sppd@stonypointpd.org; srichards@townofniagara.com; Sstapel@avp.org; standorl@bronxda.nyc.gov; stevehanson@oasas.state.ny.us; supervisor@tuxedogov.org; susan.larose@niagaracounty.com; swest@familyservicesny.org; Waddington, Patricia (DCJS)

Subject: DCJS ARRA 1512 Reporting - DUE DATE of 7/7/10 at Noon

Hello. This is a reminder that your ARRA stimulus grant with DCJS has a reporting deadline of Wednesday, 7/7/10 at noon. (We have extended this from our initial deadline of 7/6/10 at 5:00 PM).

I want to thank the reporters who have submitted their reports early, and encourage the rest of you to submit **as early as possible**. If you have no jobs data to report, the report can be filed asap. If you have jobs data but are certain of the hours to be worked through 6/30/10, you can submit early as well.

DCJS has over 100 reports to review, check, and compile into one master report in a very short timeframe. The earlier you submit your reports, the more accurate we can be with this very important data.

Thank you and as always, contact me if you have any questions at all.

Kristen

Kristen L. Hamilton
Criminal Justice Program Representative
Administration Unit
Office of Program Development and Funding
NYS Division of Criminal Justice Services
(518) 485-9644
kristen.hamilton@dcjs.state.ny.us

Completed 7/6/10
7/7/10 Confirmed w/ Kristen Hamilton
1510 hrs

This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system.

7/5/2010

May 20, 2010

Chief Patrick Brophy
Stony Point, Town of
76 Rt. 210
Stony Point, NY 10980

Dear Chief Brophy,

I wanted to take this opportunity to thank you and your team for your continued support of the ALPR (Automatic License Plate Reader) mission. ELSAG North America is proud to serve alongside you and your team as well as over 650 other agencies with nearly 2,000 MPH-900 deployments in all 50 states. Assisting with a wide range of Public Safety missions including; Homeland Security, Auto Theft, Traffic Safety, DUI enforcement, Fugitive Apprehension and more, the MPH-900 is proving to be a very versatile tool.

At ELSAG North America, every member of our team is committed to delivering the highest level of support for your mission. To best serve our law enforcement partners, our professionals stand ready to support your team with;

- High quality Digital ALPR gear that's made in the USA
- 24/7 Toll Free Helpline
 - 1-866-9MPH900 (1-866-967-4900) or 336-379-7135
 - Techsupport@elsagna.com
- Remote Desktop support to fix or enhance system performance
- Field training

I have always felt, regardless of ELSAG's growth, it is critically important to focus on continuous training and communication as the mission matures. To that end, ELSAG is planning a series of regional training programs all over the US. These sessions will be free of charge and open to all current and potential new users.

To help us address your needs and make this training as beneficial as possible, I have set up a brief survey for you to submit your ideas and suggestions. I hope you will take a moment to complete the survey at <https://www.surveymonkey.com/s/elsagna>. If you are more comfortable to contact me directly with suggestions, please don't hesitate to send me an email at mark.windover@elsagna.com or call me at 336-681-7179.

Again, many thanks to you and your team for your service, we look forward to seeing you over the next several weeks.

Sincerely,



Mark E. Windover
CEO
ELSAG North America, LLC

From: funding@dcjs.state.ny.us
Sent: Monday, February 01, 2010 8:16 AM
To: sppd@stonypointpd.org
Subject: GMS Notification for IM09-1068-E00, contract number: T637052. Grantee: Stony Point, Town of

GMS - Project IM09-1068-E00 has been approved by OPDF.

OPDF has approved your application for funding for ProjectID - IM09-1068-E00 Please access the GMS system - Acceptance Tab - to complete your local acceptance of this grant contract. Use the following link to get to the GMS system.

<https://grants.criminaljustice.state.ny.us/AccessNotice.jsp?ProjectID=IM09-1068-E00>

PLEASE NOTE: If your project was begun in GMS prior to May 30, 2006, it is not eligible for electronic signatures. Please open the project via the link above and, after login, click on the tab labeled 'Acceptance'.

If no contract appendices are listed there, you may disregard the emailed instruction. You will receive a paper contract via US Postal Service Mail. We thank you for your patience during our transition from a paper to an electronic process. If you have any questions, please contact GMS Help at (518) 457-8462, or at funding@dcjs.state.ny.us

This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system.

1] Originating Agency NYS Division of Criminal Justice Services		Orig. Agency Code 01490		Interest Eligible (Y/N) N	
Payment Date (MM) (DD) (YY)		OSC Use Only		Liability Date (MM) (DD) (YY)	
2] Payee ID 390381300	Additional 000	3] Zip Code	Route	Payee Amount	MIR Date (MM) (DD) (YY)
4] Payee Name (Limit to 30 spaces) Town of Stony Point			IRS Code	IRS Amount	
Payee Name (Limit to 30 spaces)			Stat. Type	Statistic	Indicator- Dept. Indicator-Statewide
Address (Limit to 30 spaces) 74 East Main St.				5] Ref/Inv. No. (Limit to 20 spaces)	
Address (Limit to 30 spaces)				Ref/Inv. Date (MM) (DD) (YY)	
City (Limit to 20 spaces) Stony Point		(Limit to 2 spaces) State NY	Zip Code 10980		

Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount	
3/10/10	14752	Purchase of License Plate Reader and Warranty	Dollars \$18,550	Cents 00

State Aid Program or Applicable Statute:	TOTAL	\$18,550	00
--	-------	----------	----

Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; and that taxes which the State is exempt are excluded. Signature in Ink: <u>[Signature]</u> Date: <u>12/27/10</u> Title: <u>Town Supervisor</u> Name of Municipality: <u>Town of Stony Point</u>	Less Receipts		
	NET		
	State Aid % Claimed		

FOR STATE AGENCY USE ONLY

STATE COMPTROLLER-S PRE-AUDIT

Merchandise Received	I certify that this claim is correct and just, and payment is approved.		State Aid	
Date		Verified	Certified For Payment of State Aid Amount	By
Page No.				
By				
	By	Audited		

Expenditure						Liquidation					
Cost Center Code				Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
Dept.	Cost Center Unit	Var	Yr		Dept.	Statewide					

G Check if Continuation
form is attached

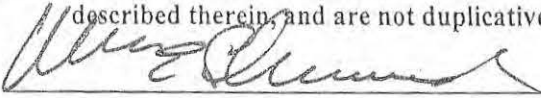
Continued Itemization of Non-Personal Service Expenditures
Equipment

1. Grantee Name: <u>Town of Stony Point</u>	4. Corresponding FCR Report: <u>1</u>
2. Implementing Agency: <u>Stony Point Town Police Department</u>	6. Contract Number: <u>T637052</u>
3. Report Period: From: <u>01/10</u> To: <u>08/10</u>	7. DCJS Number: <u>BR09637052</u>
5. Contract Period: From: <u>01/01/10</u> To: <u>12/31/10</u>	

This form is used to certify the expenditures claimed for Equipment. The equipment charged to the grant must be specifically listed in the equipment category per Appendix B of the grant contract. All Equipment expenses must have an appropriate and reasonable basis for allocating the expenses for this project.

8a Items Purchased (per approved budget)	8b Quantity	8c Date Ordered	8d Date Received	8e Serial No.	8f Check No.	8g Payee	Amount Charged to	
							8h Federal/ State	8i Match
License Plate Reader	1	2/26/10	3/8/10	PB2073025005911600 615	14752	Elsag North America	\$ 16,350.00	0
* The totals should be carried forward to Category D of the Fiscal Cost Report Column C)							8j *Total	\$ 16,350.00 \$ 0

Certification: I certify that the above expenditures were made in accordance with the pertinent grant, are appropriate to the goals and objectives of the project described therein, and are not duplicative of expenditures claimed on any other grants.

9. Signature:  Print Name: William E. Sherwood

Title: Town Supervisor Date: 12/27/10 Phone #:: (845) 786-2716

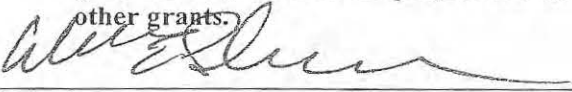
**Detailed Itemization of Non-Personal Service Expenditures
All Other**

1. Grantee Name: Town of Stony Point 4. Corresponding FCR Report: 2
 2. Implementing Agency: Stony Point Town Police Department 6. Contract Number: T637052
 3. Report Period: From: 01/10 To: 08/10 7. DCJS Number: BR09637052
 5. Contract Period: From: 01/01/10 To: 12/31/10

This form is used to certify the expenditures claimed for the "All Other" budget category. The amounts charged to the grant for "All Other" expenditures must be specifically listed in Appendix B of the contract. All Other expenses must have an appropriate and reasonable basis for allocating the expenses for this project.

				Amount Charged to	
8a Check No.	8b Date	8c Payee	8d Description	8e Federal/ State	8f Match
14752	3/10/10	Elsag North America	LPR Extended Warranty/Add. Car Kit	\$2200.00	0
The totals should be carried forward to Category I of the Fiscal Cost Report Column C				8g *Total	
				\$2200.00	0

Certification: I certify that the above expenditures were made in accordance with the pertinent grant, are appropriate to the goals and objectives of the project described therein, and are not duplicative of expenditures claimed on any other grants.

Signature:  Print Name: William E Sherwood

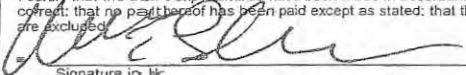
Title: Town Supervisor Date: 12/27/10 Phone #: (845) 786-2716

Please refer to information from Appendix A-1 in your contract.

STATE
OF
NEW YORK

STATE AID VOUCHER

Voucher No.

1) Originating Agency NYS Division of Criminal Justice Services				Orig. Agency Code 01490		Interest Eligible (Y/N) N							
Payment Date (MM) (DD) (YY)				OSC Use Only		Liability Date (MM) (DD) (YY)							
2) Payee ID 390381300		Additional 000		3) Zip Code		Route		Payee Amount		MIR Date (MM) (DD) (YY)			
4) Payee Name (Limit to 30 spaces) TOWN OF STONY POINT						IRS Code		IRS Amount					
Payee Name (Limit to 30 spaces)						Stat. Type		Statistic		Indicator-Dept.	Indicator-Statewide		
Address (Limit to 30 spaces) 74 EAST MAIN ST.						5) Ref/Inv. No. (Limit to 20 spaces)							
Address (Limit to 30 spaces)						Ref/Inv. Date (MM) (DD) (YY)							
City (Limit to 20 spaces) STONY POINT		(Limit to 2 spaces)		State NY		Zip Code 10980							
Date Paid 3/10/10		Check or Voucher No. 14752		Description of Charges (If Personal Service, show name, title, period covered) Purchase of License Plate Reader and warranty					Amount				
									Dollars \$ 18,550	Cents 00			
State Aid Program or Applicable Statute:						TOTAL		\$ 18,550		00			
Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; and that taxes which the State is exempt are excluded.  Signature in ink _____ Date <u>9/16/10</u> Title <u>TOWN SUPERVISOR</u> Name of Municipality <u>TOWN OF STONY POINT</u>						Less Receipts							
						NET							
						State Aid % Claimed							
FOR STATE AGENCY USE ONLY													
Merchandise Received		I certify that this claim is correct and just, and payment is approved.						State Aid					
Date		By						Verified		Certified For Payment of State Aid Amount			
Page No.		Date						Audited					
By								By					
Expenditure						Liquidation							
Cost Center Code				Object		Accum		Amount		Orig. Agency	PO/Contract	Line	F/P
Dept.	Cost Center Unit	Var	Yr		Dept.	Statewide							

G Check if Continuation form is attached

Detailed Itemization of Non-Personal Service Expenditures Equipment

Grantee Name: Town of Stony Point
 Implementing Agency: Stony Point Town Police Department
 Report Period: From: 01/10 To: 08/10
 Contract Period: From: 01/01/10 To: 12/31/10

4. Corresponding FCR Report: 1
 6. Contract Number: T637052
 7. DCJS Number: BR09637052

This form is used to certify the expenditures claimed for Equipment. The equipment charged to the grant must be specifically listed in the equipment category per appendix B of the grant contract. All Equipment expenses must have an appropriate and reasonable basis for allocating the expenses for this project.

a Items Purchased (per approved budget)	8b Quantity	8c Date Ordered	8d Date Received	8e Serial No.	8f Check No.	8g Payee	Amount Charged to	
							8h Federal/ State	8i Match
License Plate Reader	1	2/26/10	3/8/10	PB 20730 2500591 1600615	14752	ELSAG NORTH AMERICA	\$ 16,350 ⁰⁰	0
The totals should be carried forward to Category D of the Fiscal Cost Report Column C							8j *Total \$ 16,350 ⁰⁰	\$ 0

certification: I certify that the above expenditures were made in accordance with the pertinent grant, are appropriate to the goals and objectives of the project described therein, and are not duplicative of expenditures claimed on any other grants.

Signature: [Signature] Print Name: WILLIAM E. SHERWOOD
 Title: TOWN SUPERVISOR Date: 9/16/10 Phone #: (845) 786-2716

Detailed Itemization of Non-Personal Service Expenditures

1. Grantee Name: TOWN OF STONY POINT 4. Corresponding FCR Report: 1
2. Implementing Agency: STONY POINT TOWN POLICE DEPARTMENT 6. Contract Number: T637052
3. Report Period: From: 01/10 To: 08/10 7. DCJS Number: _____
5. Contract Period: From: 01/01/10 To: 12/31/10

This form is used to certify the expenditures claimed for the “All Other” budget category. The amounts charged to the grant for “All Other” expenditures must be specifically listed in Appendix B of the contract. All Other expenses must have an appropriate and reasonable basis for allocating the expenses for this project.

[illegible]

Certification: I certify that the above expenditures were made in accordance with the pertinent grant, are appropriate to the goals and objectives of the project described therein, and are not duplicative of expenditures claimed on any other grants.

7. Signature: [Signature] Print Name: _____

Title: TOWN SUPERVISOR Date: 9/16/10 Phone #: (845) 786-2716

Please refer to information from Appendix A-1 in your contract.

VOUCHER

TOWN OF STONY POINT
Stony Point, NY 10980

TAX I.D. # 13-6007332 W

DEPARTMENT GENERAL POLICECLAIMANT'S
NAME
AND
ADDRESSELSAG NORTH AMERICA
205-H CREEK RIDGE ROAD
GREENSBORO, NC 27406(CLAIMANT -- DO NOT
WRITE IN THIS AREA)VOUCHER
NUMBER

350

DATE VOUCHER RECEIVED

FUND - APPROPRIATION

AMOUNT

A 3120.2

PAID

MAR 10 2010

Town of Stony Point

TOTAL

18 550.00

ENTERED ON ABSTRACT NO.

14752

DETAILED INVOICES MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER.
CERTIFICATION BELOW MUST BE SIGNED.

TERMS

PURCHASE
ORDER NO.

DATE	VENDOR'S INVOICE NO.	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/3/10	12098		CUSTOMER ID # STONYPOINT, TOWN OF SEE ATTACHED PO # 2151 Fully reimbursed by Grant		\$18,550.00
			Town of Stony Point Reviewed by the Director of Finance		

KeyBank National Association
Cleveland, Ohio 44114TOWN OF STONY POINT
GENERAL FUND ACCOUNT
74 EAST MAIN STREET
STONY POINT, NY 10980

14752

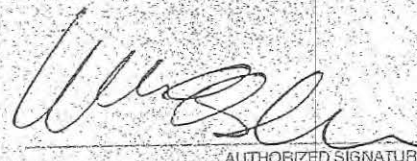
3/10/2010

50-693/219
968TO THE
ORDER OF ELSAG NORTH AMERICA

\$ **18,550.00

Eighteen Thousand Five Hundred Fifty and 00/100

DOLLARS

ELSAG NORTH AMERICA
205-H CREEK RIDGE ROAD
GREENSBORO, NC 27406

 AUTHORIZED SIGNATURE

⑈014752⑈ ⑈021906934⑈

17007445⑈

Attached Voucher

DATE

AUDITING BOARD



ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

1/1/2010
Operation Impact Tools Grant
REVISED - Special DCJS Quote

Delivered to:

Stony Point Police Dept.
Att: Lt. Keith Williams
79 Route # 210
Stony Point, New York 10980

Quotation valid until: February 28, 2010
Prepared by: Pat Fox

Projected Arrival Date: TBD

(Please mail your PO to the address above or FAX copies to the number above and (518) 452-7777.

Receipt of Goods

NASPO Multi-State Contract #PC62119 Award #19745
(California Participating Addendum)
WSCA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

OPERATION IMPACT TOOLS GRANT

Model #	Description	Cost	Units	Amount
MPH-900X2AD3 SPLIT TRANS	Mobile License Plate Reader - Includes two units with LPR Processors, cameras (color and IR LPR); Infrared Illuminators; enclosures, junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$16,350	1	\$16,350.00
MPH-900INSTALL	IN A TRANSPORTABLE RUGGEDIZED CASE. Hedley mounts to be mounted on a Ford Crown Victoria.			
OPERATION CENTER LICENSE	Operations Center License	\$975	1	\$975.00
EXTENDED WARRANTY	1 yr. extended warranty - Special DCJS pricing for the 2nd year warranty which is 5% of the purchase price - \$866.25. The 3rd & 4th year warranty prices will be the state contract price of \$1,600.00 per year.	\$866	1	\$866.25
ADDITIONAL CAR KIT	This package includes (1) extra power cable, (1) extra ethernet cable, (1) extra GPS with USB extension and the labor to install this and put the software on a second computer so we can power up another unit for use.	\$359	1	\$358.75
			TOTAL	\$18,550.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$866.25 (Special DCJS pricing for the 2nd year)	Hardware and Software	Included
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature:

LT. Keith Williams
#640



Tax Exempt No. 13-6007332W

74 Main Street, Stony Point, New York 10980

~~845~~ 786-2716
845

FAX ~~311~~ 786-3248
845

TO

ELSAG North America
412 Clock Tower Commons
Brewster, N.Y. 10509

SHIP
TO

STONY POINT POLICE DEPT
79 ROUTE 210
STONY POINT, N.Y. 10980

SHIP TO ABOVE UNLESS OTHERWISE NOTED HERE

DATE	DATE REQUIRED	TERMS	SHIP VIA	F.O.B.	REQUISITION NO.
2/26/10	UPON RECEIPT				

QUANTITY		DESCRIPTION / STOCK NUMBER	PRICE	AMOUNT
ORDERED	RECEIVED			
1		MOBILE LICENSE PLATE READER		\$ 16,350.00
1		OPERATIONS GR. LICENSE		\$ 975.00
1		1 YR. EXTENDED WARRANTY		\$ 866.25
1		ADDITIONAL CAR KIT		\$ 358.75
			TOTAL	\$ 18,550.00
* FULLY RE-IMBURSIBLE THROUGH NYS DLJS GRANT # BRD9637052 — NASPD MULTI-STATE CONTRACT #PC62119				

IMPORTANT

THE ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES AND SHIPPING PAPERS. NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED. YOUR ACCEPTANCE OF THIS ORDER IS YOUR WARRANTY TO US THAT YOU ARE COMPLYING WITH THE U. S. FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. AND

White: Original
Pink and Yellow: Duplicates By

LSAG North America

Sales Order Date

3/3/2010

Packing List

Ship Date:

3/3/2010

Sales Order Number 100002221

Creek Ridge Road

Sensboro, NC 27406

Voice: 336-379-7135

Sales Invoice Number 12098

Fax: 336-379-7164

To:Stony Point, Town of
74 Main StStony Point, NY 10980
United States*rec'd 3/8***Ship To:**Stony Point, Town of
74 Main StStony Point, NY 10980
United States

Customer ID	PO Number	Sales Rep Name
STONY POINT, TOWN C	2151	FOX
Customer Contact	Shipping Method	Payment Terms
	Express - 3 Day	Net 15 Days

Packing List

Sales Order Number 100002221

Sales Invoice Number 12098

Item Description	This Shipment	QTY Packed
110082 - MPH-900 ST2	1.00	1
411308 - 10 Ft Cable Assm - AD3 Split	2.00	2
410976 - Power Cables - Transportable	1.00	1
410157 - Tape Measure	1.00	1
410121 - GPS Navigation Receiver (Ant)	1.00	1
410091 - Case (2600)-Camera Cable Empty	1.00	1
410052 - Ethernet Cable Shielded 25'	1.00	1
420102 - 2 Port Trunk Box - ADM3 Split	1.00	1
420100 - 25mm ADM3 SPLIT CAMERA	1.00	1
420103 - 16mm ADM3 SPLIT CAMERA	1.00	1
420069-S - AD3 Split Trunk Cam Mnt Hdly	2.00	2
410976 - Power Cables - Transportable	1.00	1
410052 - Ethernet Cable Shielded 25'	1.00	1
410121 - GPS Navigation Receiver (Ant)	1.00	1
410161 - USB Extension Cable 6'	1.00	1

2 - CDs

Lt. Keith Williams

From: Hamilton, Kristen (DCJS) [Kristen.Hamilton@dcjs.state.ny.us]

Sent: Monday, September 20, 2010 8:26 AM

To: sppd@stonypointpd.org

Subject: DCJS Grant Reporting - ARRA REPORT DUE 10/5/10

Hi. I am writing to remind you of your ARRA 1512 Reporting Due Date of **Tuesday, October 5, 2010** for DCJS grant number BR09637052 for Stony Point, Town of's ARRA Stimulus grant with the project title of License Plate Reader (LPR).

My records indicate your grant is active and executed, which means you are responsible for filling out the 1512 report and emailing it back to me or to our funding mailbox email (funding@dcjs.state.ny.us) by close of business on 10/5/10.

The 1512 ARRA Report template and instructions can be found here:

<http://www.criminaljustice.state.ny.us/ofpa/forms.htm>

Scroll down to the following forms:

[ARRA Reporting Tool Instructions](#)

[ARRA Reporting Tool FY09](#)

Please note, this quarter (July 1 – Sept 30, 2010) there are a total of **66 total work days** in the quarter (66 is the number that goes on the jobs calculation spreadsheet at the top – where it says FTE standard hours).

Also, remember that many of you (anyone who does not have jobs data to report, and also people who have jobs data that is standardized) can submit your reports ASAP (before the quarter even ends). I would greatly appreciate it if anyone who can submit early does.

Please call me at 518-485-9644 with any questions you may have about reporting. I appreciate your assistance in getting these reports in, accurately and on time.

Thank you!

Kristen

Kristen L. Hamilton

Criminal Justice Program Representative

Administration Unit

Office of Program Development and Funding

NYS Division of Criminal Justice Services

(518) 485-9644

kristen.hamilton@dcjs.state.ny.us

This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system.

9/21/2010

