§ 846-c. Contracts with companies. 1. The commissioner may enter into contracts, either on his own initiative, or upon application of a company or the municipality having jurisdiction over such company, for the performance of company activities. Such contracts shall be entered into, however, only after appropriate findings by the commissioner, subject to the limitations hereinafter set forth.

2. Prior to entering into, renewing, extending or replacing a contract with a company, the commissioner shall have made a finding that said company which proposes to contract with the commissioner is a bona fide organization which shall have been in existence for at least one full year within a three year period immediately prior to application for funding. Its existence shall have been as a corporation or an unincorporated, organized group which has demonstrated by its activities that it has the ability to establish and maintain tenant-lobby, street-foot patrols, or auto patrols or other approved activities in the proposed neighborhood. The commissioner shall also find that the activities proposed are needed by the neighborhood and that the proposed activities utilize resident involvement to the fullest extent possible. A finding shall also be made as to the ability of the company to acquire or gain access to the requisite staff, office facilities, and expertise to enable it to perform the activities which it proposes to undertake pursuant to said contract.

3. a. In determining whether to enter into, renew, extend or replace a contract with a company pursuant to this article, the commissioner shall investigate, to the extent deemed necessary or appropriate, and establish that:

(i) the geographic boundaries proposed by the applicant for such a contract define a recognized or established neighborhood or area within the municipality;

(ii) the activities proposed by the company are reasonably calculated to have a generally positive effect on the prevention of crime and on the reduction of the fear of crime within the neighborhood and are designed to provide additional and particular focus when necessary to address the needs of senior citizens with respect thereto;

(iii) the presence of the company within the neighborhood has not

resulted in and will not result in a decrease in the crime prevention activities performed by existing police agencies in such neighborhood;

(iv) the company has coordinated and will continue to coordinate its activities with existing police agencies;

(v) the company's officers, directors and members represent the residents and the legitimate interests of the neighborhood, and they will carry out such a contract in a responsible manner;

(vi) a majority of the directors of the company are residents of the neighborhood;

(vii) the plan submitted by the company demonstrates that the company will recruit and utilize neighborhood volunteers and will, to the extent possible, acquire loaned or donated equipment for the performance of its activities;

(viii) the commissioner shall also find that the plan submitted by the company demonstrates that such company when hiring employees will give priority, to the extent possible, to residents of the neighborhood who are either unemployed or not fully employed.

b. Nothing contained within the contract shall impose liability upon the division or the community for injury incurred during the performance of any approved activities.

4. Contracts entered into hereunder with companies shall be limited in duration to periods of one year, but may thereafter be renewed, extended, or succeeded by new contracts from year to year in the discretion of the commissioner for up to an aggregate of four additional years. Contract awards shall be limited in amount to the sum of sixty thousand dollars in a single year. Each company shall also define with particularity the neighborhood or portion thereof within which the company's activities shall be performed under such contract. The contract shall also set forth the company's obligations to provide training in approved crime prevention techniques, and in community relations, to those who shall perform crime prevention activities for the company.

5. Every such contract shall provide that the company shall maintain books, records and accounts deemed appropriate and open to review by the

commissioner and that such accounts shall be currently maintained in conformance with generally accepted accounting principles and practices.

6. Nothing within this article shall preclude a municipality from applying to or contracting with the commissioner on behalf of qualifying auxiliary police services.