

SCHENECTADY COUNTY

320 VEEDER AVE, SCHENECTADY, NEW YORK

Lt. Mike Geraci

PROGRAM COORDINATOR

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Thomas Delaney

PROGRAM ADMINISTRATOR

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January 17, 2024

Chief Dan Harrigan
Village of Scotia Police Department
4 North Ten Broeck Street
Scotia, NY 12302

Dear Chief Harrigan:

Enclosed please find five copies. Please have the Agreement signed by Mayor Bucciferro as soon as possible and return all five signed copies back to me.

The Appendix is your department's enforcement/equipment component of the 2024 County STOP-DWI Plan as submitted to the NYS Department of Motor Vehicles. The budget breakdowns reflect program categories as reported to the Governor's Traffic Safety Committee. As in past years, there is flexibility within each department as to which area monies are directed. Please note that we have once again received the High Visibility Enforcement Campaign (HVEC) grant funding in addition to the normal Schenectady County STOP-DWI funding.

If you have any questions or concerns, please contact me.

Your continued cooperation is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Thomas Delaney".

Thomas Delaney
STOP-DWI Administrator

A G R E E M E N T

WHEREAS, the County of Schenectady is participating in the New York State Special Traffic Options Program for driving while intoxicated; and

WHEREAS, the STOP-DWI Steering Committee, and the Schenectady County Legislature, in the formulation of the County STOP-DWI Plan have agreed to support heightened law enforcement of the DWI laws:

NOW, THEREFORE, this agreement is entered into and executed by the **County of Schenectady** and the **Village of Scotia** as a municipality desirous of reducing the tragic loss of life and personal injury which results from drunk driving within the County. This will be achieved in part, through the participation and cooperation of the law enforcement agencies of the parties to this agreement, acting collectively to implement the enforcement of the County STOP-DWI Plan.

Financing: **Schenectady County** agrees to fund equipment purchases and enforcement, adjudication and training activities as specifically listed in the STOP-DWI Plan (Appendix A) or as recommended by the Schenectady County STOP-DWI Steering Committee as these funds are received; with necessary approval from the County Legislature and New York State Department of Motor Vehicles.

The County's and the **Village of Scotia's** liability shall not exceed that amount identified by the duly-endorsed plan, or the plan as amended. The County and the **Village of Scotia** shall not be required to fund the program in an amount greater than received in fine revenues for the period of this agreement.

Purchase of Equipment: The law enforcement agencies shall have the obligation of supplying the County with descriptions, specification and other information necessary for the planned purchase. Equipment, supplies or material purchased on behalf of the municipality become the property of that municipal law enforcement agency.

Payment: Payment to the law enforcement agencies for personnel, training, equipment maintenance and other approved purposes, shall be made on a quarterly basis upon receipt by the County of proof of expenditure of funds by the **Village of Scotia** for an approved item. Payment for the last quarter of the contract period shall be made after the County receives all fine revenues for the grant period.

Record Keeping: The municipal law enforcement agency shall keep a record of activities funded, and costs incurred in their participation in the STOP-DWI Program. These records shall be made available at least quarterly to the County STOP-DWI Coordinator.

Participation and Evaluation: The Chief Municipal Law Enforcement Agent or his designated representative shall be a member of the Schenectady County STOP-DWI Steering Committee. The representative shall participate in the evaluation of the effectiveness of the STOP-DWI activity, and the formulation of the program. The municipality shall provide statistics and other data concerning the efficiency of their effort to the County STOP-DWI Coordinator.

Term: For the purpose of this agreement, this contract shall be effective from January 1, 2024 to December 31, 2024. Each participating party retains the right to withdraw from the STOP-DWI Program at any time. Such withdrawal must, however, be made by vote and written notice from the governing body of the participating agency.

COUNTY OF SCHENECTADY, NEW YORK

Date Signed

By _____
Rory Fluman
County Manager

VILLAGE OF SCOTIA, NEW YORK

Date Signed

By _____
David Bucciferro
Mayor

**STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:**

On this _____ day of _____, 2024 before me the subscriber personally appeared **Rory Fluman**, to me personally known, who being by me duly sworn, did depose and say that she resides in the County of Schenectady, New York; that she is the County Manager of the County of Schenectady, New York, the municipal corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the County Legislature of said corporation and that she signed her name thereto in accordance with the authority vested in her by provisions of law and by like order.

Notary Public - Commissioner of Deeds

**STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:**

On this _____ day of _____, 2024, before me the subscriber personally appeared **David Bucciferro**, to me personally known, who being by me duly sworn, did depose and say that he resides in the County of Schenectady, New York; that he is the Mayor of the Village of Scotia, New York, the municipality described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Trustees of said municipality and that he signed his name thereto in accordance with the authority vested in him by provisions of law and by like order.

Notary Public - Commissioner of Deeds

ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Town of Glenville Police Department	\$ 9,750.00	\$ 0.00
Town of Niskayuna Police Department	\$ 9,750.00	\$ 0.00
Town of Rotterdam Police Department	\$ 9,750.00	\$ 0.00
City of Schenectady Police Department	\$ 16,000.00	\$ 0.00
Schenectady County Sheriffs Office	\$ 10,800.00	\$ 0.00
Village of Scotia Police Department	\$ 2,000.00	\$ 0.00
HVEC FUNDING		
Glenville PD	\$ 3,750.00	\$ 0.00
Niskayuna PD	\$ 3,500.00	\$ 0.00
Rotterdam PD	\$ 3,750.00	\$ 0.00
Schenectady PD	\$ 6,000.00	\$ 0.00
Schenectady Sheriffs dept	\$ 5,500.00	\$ 0.00
Scotia PD	\$ 1,000.00	\$ 0.00
TOTAL	\$ 81,550.00	\$ 0.00

*Subtotal (A) is the overtime funding for each agency

**Subtotal (B) is the equipment amount for each agency

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