

**TOWN OF MALONE
TOWN BOARD
REGULAR MEETING – January 24, 2024**

CALL MEETING TO ORDER - PLEDGE TO THE FLAG

Malone Golf Club – Steve Vanier to address the Board

MINUTES: for review & approval:
January 10, 2024 – Organizational and Regular Meeting

REPORTS:

OLD BUSINESS:
Airport Property Bid

SUPERVISOR REPORTS:
Board Motion: To continuously put forth good faith efforts to affirmatively further fair housing.

BOARD MEMBER /COMMITTEE ITEMS:

SUPERINTENDENT OF HIGHWAYS REPORTS:

CORRESPONDENCE:
From Friends of the North Country: NYS Office of Community Renewal 2021 Housing Grant Update (689HR305-21).

From Johnson & Laws, LLC: Scott Philip Lewis v. Franklin County, NY, Town of Malone and Village of Malone.

From Town of Tupper Lake: Resolution #6-2024 pertaining to Shared Highway Services

NEW BUSINESS:
Board Motion: For the Town Board to designate \$4,153.68 of ARPA funds designated for capital improvements to windows and doors for the Town of Malone Office building.

EXECUTIVE SESSION (if warranted)

TOWN OF MALONE
TOWN BOARD
REGULAR MEETING – January 24, 2024

BILLS FOR AUDIT & PAYMENT: *Batch No. 1352*
Voucher Nos. 49-82

<i>General Fund (A)</i>	<i>\$ 15,715.92</i>
<i>Part Town General Fund (B)</i>	<i>334.31</i>
<i>Highway Outside (DB)</i>	<i>56,390.95</i>
<i>Highway Town Wide (DA)</i>	<i>7,857.33</i>
<i>Trust & Agency (T)</i>	<i>220,501.43</i>
<i>East Water (FE)</i>	<i>4,627.01</i>
<i>West Water (FW)</i>	<i>2,006.42</i>
<i>Airport Capital Projects (H4)</i>	<i>10,003.42</i>

GRAND TOTAL \$317,436.79

ADJOURN:
The next regular Town Board meeting is scheduled for February 14th preceded by the IDA meeting at 5:45 p.m.

TOWN OF MALONE
ORGANIZATIONAL MEETING
REGULAR MEETING
January 10, 2024

A regular meeting and organizational meeting of the Town Board of the Town of Malone, County of Franklin and State of New York was held at the Town Offices, 27 Airport Road, Malone, NY on the 10th day of January 2024 at 6:00 p.m.

PRESENT:

Andrea Stewart, Supervisor
Brian Taylor, Councilor

Terrence Maguire, Deputy Supervisor
Paul Walbridge, Councilor

ALSO PRESENT:

Abby Monica, Town Clerk
Michael Andrews, Highway Superintendent
Michael McMahon, Code Officer
Bruce Burditt, Airport Manager

Denice Hudson, Budget Officer
John Manley, Deputy Highway Superintendent
Alex Violo, Malone Telegram
Lily McCaffrey, Deputy Town Clerk

CALL TO ORDER: Supervisor Stewart called the Organizational Meeting to order at 6:00 PM with the Pledge of Allegiance.

OPENING REMARKS

Town Supervisor Stewart speaks on how well the Town has done in the past year. She is immensely proud to be a part of this team. Stewart stated the bar is raised high for the 2024 year but hopefully we can exceed the expectations.

SUPERVISOR APPOINTMENTS

Town Clerk Abby Monica sworn in Councilmen Paul Walbridge for a two-year term.

RESOLUTION 1-2024- Appoint Town Clerk

Upon Motion made by Councilor Walbridge, seconded by Deputy Maguire the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Appoint Abby Monica as Town Clerk, Receiver of Taxes, Registrar of Vital Statistics, Fixed Assets Clerk and Records Management Officer for a two-year term.

RESOLUTION 2-2024- Appoint Town Constable and Bingo Inspector

Upon Motion made by Deputy Maguire, seconded by Councilor Walbridge the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Appoint Bob Crossman as Town Constable and Bingo Inspector for a two-year term.

RESOLUTION 3-2024- Appoint Airport Manager

Upon Motion made by Supervisor Stewart, seconded by Councilor Taylor the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Appoint Bruce Burditt as Airport Manager for a two-year term.

APPOINTMENT

Town Clerk Abby Monica Appointed Lily McCaffrey as the Deputy Clerk and Deputy Receiver of Tax. Town Clerk Abby Monica Swore in Lily McCaffrey for a two-year term.

APPOINTMENT

Highway Superintendent Michael Andrews Appointed John Manley as the Deputy Highway Superintendent. Town Clerk Abby Monica swore him in for a two-year term.

RESOLUTION 4-2024- The Malone Telegram

Upon Motion made by Supervisor Stewart, seconded by Councilor Taylor the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval to designate the official newspaper for the Town of Malone as The Malone Telegram

TOWN OF MALONE
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RESOLUTION 5-2024- Depositories

Upon Motion made by Councilor Taylor, seconded by Deputy Maguire the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor
Nays 0
Approval to designate NBT Bank and Community Bank as the official depositories for the Town of Malone

RESOLUTION 6-2024- Holiday Schedule 2024

Upon Motion made by Councilor Walbridge, seconded by Deputy Maguire the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor
Nays 0
Approval to adopt the following holiday schedule for 2024

New Years Day	January 1	(Monday)
Martin Luther King Jr. Day	January 15	(Monday)
President's Day	February 19	(Monday)
Good Friday	March 29	(Friday)
Memorial Day	May 27	(Monday)
Independence Day	July 4	(Thursday)
Labor Day	September 2	(Monday)
Columbus Day	October 14	(Monday)
Election Day	November 5	(Tuesday)
Veterans Day	November 11	(Monday)
Thanksgiving Day	November 28	(Thursday)
	November 29	(Friday)
Christmas Day	December 25	(Wednesday)

RESOLUTION 7-2024- Official Meeting Date & Times

Upon Motion made by Deputy Maguire, seconded by Councilor Walbridge the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor
Nays 0
Approval to set the official meeting dates & times as follows

2024 Meeting Dates

Board meeting starts at 6:00 p.m. in the Town Hall
January 10 and 24, 2024
February 14 and 28, 2024
March 13 and 27, 2024
April 10 and 24, 2024
May 8 and 22, 2024
June 12 and 26, 2024
July 10 and 24, 2024
August 21, 2024
September 11 and 25, 2024
October 9 and 23, 2024
November 20, 2024
December 18, 2024

RESOLUTION 8-2024- Salary Schedule for 2024

Upon Motion made by Deputy Maguire, seconded by Councilor Taylor the following resolution

TOWN OF MALONE
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REGULAR MEETING
January 10, 2024

was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval to adopt the salary schedule for 2024, as budgeted:

Supervisor	\$20,000.00
Councilor (4@)	8,000.00
Town Justice (2@)	33,750.00
Supt. of Highways	66,000.00
Landfill Overseer	7,000.00
Deputy Supt. of Highways	7,500.00
Secretary/Bookkeeper	\$35.29/Hr
Budget Officer	7,500.00
Assessor	\$45.00/Hr
Town Clerk/Rec. of Taxes	\$25.53/Hr
Records Management Officer	1,100.00
Registrar	1,500.00
Deputy/Floater Clerk	\$20.00/Hr
Code Secretary	4,320.00
Highway Clerk	\$27.00/Hr
Airport Manager	4,980.00
Justice Court Clerk#1	\$21.60/Hr
Justice Court Clerk #2	\$21.00/Hr
Deputy Court Clerk	\$19.20/Hr
Zoning/Code Officer (35hrs)	62,000.00
Bingo Inspector	100.00
Town Constable	100.00
Town Attorney	\$200.00/Hour
Health Officer	750.00

\$2,000 Stipends, to cover all water district work for the East Side and West Side Water Districts, distributed to the Assessor, Town Clerk/Tax Receiver, and the Bookkeeper/Budget Officer.

Highway rates are in accordance with CSEA Contract.

RESOLUTION 9-2024- Mileage Rate 2024

Upon Motion made by councilor Taylor, seconded by Deputy Maguire the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval to designate the mileage rate at \$.67/per mile, the new Internal Revenue Service mileage reimbursement rate (current rate \$.65.5)

RESOLUTION 10-2024- Franklin County Historical Society 2024

Upon Motion made by Councilor Walbridge, seconded by Supervisor Stewart the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval to designate the Franklin County Historical Society as the Town of Malone Historian.

RESOLUTION 11-2024- Landfill Overseer 2024

Upon Motion made by Deputy Maguire, seconded by Councilor Walbridge the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

**TOWN OF MALONE
ORGANIZATIONAL MEETING
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To appoint Superintendent Michael Andrews as Landfill Overseer, at a salary of \$7,000.00 for 2024

RESOLUTION 12-2024- Standard Workday

Upon Motion made by Supervisor Stewart, seconded by Councilor Taylor the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor
Nays 0

Approval to adopt the 2024 Standard Workday Resolution for Employees (RS2418)

RESOLUTION 13-2024- Reaffirm Road Specifications

Upon Motion made by Supervisor Stewart, seconded by Councilor Taylor the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor
Nays 0

Reaffirm Road Specifications for Town of Malone Acceptance of a Private Road

Supervisor's announcement –

Supervisor Stewart announces Annual Statements and all records have been made available by all departments which handle cash, for Town Board review, as required by Town Law.

SUPERVISOR'S COMMITTEE APPOINTMENTS FOR 2024

(The name listed first designates the chairperson; the Supervisor is ex-officio member of all committees)

Transportation and Infrastructure: Maguire/Johnston

(Airport, Highways, Landfill, Buildings & grounds, Union Negotiations)

Recreation/Tourism: Walbridge/Johnston

(Golf Club, Malone Recreation Park, Recreation for the Elderly, Parks, Chamber of Commerce)

Public Safety: Maguire/Johnston

(Fire Protection, Disaster Planning, Town Court, Taxi Licenses, Salmon River flooding)

Policy, Grants & Records: Johnston/Taylor

(Records Management Advisory, Cable Franchise, EE Handbook, Dog Control, grants)

Assessment/ Zoning & Code: Walbridge/Taylor

Town Clerk, Rec. of Taxes, Historian: Walbridge/Taylor

Personnel: Maguire/Walbridge

(Staff Meetings/Employee Concerns (not department related)/Employee Handbook)

CALL TO ORDER: Supervisor Stewart called the Regular Meeting to order at 6: PM

MINUTES: For review and approval

RESOLUTION 14-2024 – Minutes

Upon motion by Councilor Walbridge, second by Deputy Maguire the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval to accept the December 27th, 2023 Regular Meeting Minutes.

Reports:

RESOLUTION 15-2024 – Reports

Upon motion by Deputy Maguire, second by Councilor Taylor the following resolution was

TOWN OF MALONE
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ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor
Nays 0

Resolved to approve the following reports

Code Officer – December 2023

Airport Manager – December 2023

Justice Fisher – December 2023

Code Officer – End of Year Report for 2023

Airport Lease Manager – December 2023

NYS Justice Court Fund – November 2023

Justice Main – December 2023

Town Clerk – December 2023

OLD BUSINESS:

RESOLUTION 16 -2024 – Auctions International Auction

Upon motion by Deputy Maguire, second by Councilor Taylor the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval to accept the \$23,319.00 offer from Auctions International.

Town Clerk Abby Monica reported on the Bid Opening for the 2024 Land Lease Bid. No decisions have been made at this time.

SUPERVISORS REPORTS:

RESOLUTION 17 -2024 – The Chamber of Commerce

Upon motion by Councilor Walbridge, second by Deputy Maguire the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval for Supervisor to sign the agreement between the Town of Malone and The Chamber of Commerce, \$5,500.00 as budgeted.

RESOLUTION 18 -2024 – Malone Adult Center

Upon motion by Councilor Walbridge, second by Deputy Maguire the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval for Supervisor Stewart to sign the agreement between the Town of Malone and Malone Adult Center, \$10,000.00 as budgeted.

RESOLUTION 19 -2024 – Penny A. Landry

Upon motion by Deputy Maguire, second by Councilor Walbridge the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval for Supervisor Stewart to sign the Agreement between the Town of Malone and Penny A. Landry for dog control services, as budgeted.

RESOLUTION 20 -2024 – Renter Hangar Lease Agreements

Upon motion by Deputy Maguire, second by Councilor Walbridge the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval of Modification to Paragraph 12 of the Owner Lease and Paragraph 11 of the Renter Hangar Lease Agreements to add language pertaining to certificates of insurance.

RESOLUTION 21 -2024 – Attorney-Based Training

Upon motion by Councilor Taylor, second by Councilor Walbridge the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval for video/webinar/in-person attorney-based training to go towards required yearly training for Town of Malone Planning Board.

RESOLUTION 22 -2024 – ARPA Resolution Spray Foam

Upon motion by Councilor Walbridge, second by Deputy Maguire the following resolution was
ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

TOWN OF MALONE
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Nays 0

WHEREAS, the American Rescue Plan (ARPA) Coronavirus Local Fiscal Recovery Fund, enacted in June, 2021 provides funding to State, Local and Tribal governments to address the myriad of economic, financial, and public safety needs due to the Covid 19 pandemic, and

WHEREAS, the Town of Malone submitted a request to receive funds under this program, and

WHEREAS, the Town of Malone has been allocated \$869,535.84 as follows: \$434,767.91 was received in July, 2021 and July 2022, respectively, by the Office of the NYS Comptroller, and

WHEREAS, specific criteria for use of these monies include a response to the public health emergency and its negative economic impacts and loss of revenue, capital improvements in public facilities to meet pandemic operational needs and/or mitigation tactics, with monies to be obligated by the end of 2024, and expended by the end of 2026, and

WHEREAS, on May 10, 2023, \$317,425.37 of remaining ARPA Funds were designated to Capital Improvements to Town of Malone facilities, roads, and infrastructure.

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Malone does hereby designate \$31,050.00 of the designated funds for Spray Foam Insulation to the Town of Malone Office building.

RESOLUTION 23 -2024 – Junction Road

Upon motion by Supervisor Stewart second by Deputy Maguire the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Agreement to pursue looking into concerns with the Junction Road Malone, NY 12953

SUPERINTENDENT OF HIGHWAY REPORTS:

Superintendent Andrews states his crew has been trimming a lot of trees before and after the windstorm we have just received. They have been cleaning out culverts if they notice they need to be cleaned while checking all of them out. Everything is going good on the roads.

Superintendent Andrews speaks about the 284 agreement and explains what should be changed and why these changes would benefit the Town of Malone.

RESOLUTION 24 -2024 – 284 Agreement

Upon motion by Deputy Maguire second by Councilor Taylor the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Approval to accept 2024 agreement to expend highway funds (284) agreement.

CORRESPONDENCE:

From Charter Communications (Two Letters): Upcoming Changes

From Friends of the North Country: NYS Office of Community Renewal 2021

Housing Grant Update (689HR305-21).

From Franklin County Legislature: 2024 Statement of taxes & 2024 Equalization Table

NEW BUSINESS:

RESOLUTION 25 -2024 – Journal Entry

Upon motion by Councilor Taylor second by Deputy Maguire the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Permission for Budget Officer to make the following journal entry for addition of 2024 Trailer to insurance policy as a 2023 expenditure: From A1990.4 (Contingency) to A1910.4 (Unallocated Insurance) \$1,242.00

RESOLUTION 26 -2024 – Journal Entry

Upon motion by Councilor Walbridge second by Councilor Taylor the following resolution was

ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

TOWN OF MALONE
ORGANIZATIONAL MEETING
REGULAR MEETING
January 10, 2024

Permission for Budget Officer to make the following Journal Entry as Per Comptroller Notice for November 2023 from A690 Clearinghouse \$6,436.00 to A980 Revenues \$6,436.00 (A2610 court fines & fees).

RESOLUTION 27 -2024 – Journal Entry

Upon motion by Councilor Taylor second by Deputy Maguire the following resolution was ADOPTED Ayes 4 Stewart, Maguire, Walbridge, Taylor

Nays 0

Permission for Budget Officer to make the following journal entry for Tax payment: From A1990.4 (Contingency) to A1950.4 (Tax & Assessments on Municipal Property) \$70.63.

BILLS FOR AUDIT & PAYMENT: *Voucher Nos. 3-44*

	<i>Batch No. 1345</i>
<i>General Fund (A)</i>	<i>\$ 57,490.63</i>
<i>General Fund – Part Town (B)</i>	<i>4,037.00</i>
<i>Highway Townwide (DA)</i>	<i>4,588.15</i>
<i>Highway Outside (DB)</i>	<i>1,345.88</i>
<i>Trust & Agency (T)</i>	<i>2,297.95</i>
<i>Escrow Capital Project (H2)</i>	<i>627.50</i>
<i>East Water (FE)</i>	<i>263.35</i>
<i>GRAND TOTAL</i>	<i>\$70,650.46</i>

RESOLUTION 28 -2024 Bills

Upon Motion by Deputy Maguire, second by Councilor Taylor the following resolution was.

ADOPTED Ayes 4 Stewart, Taylor, Walbridge, Maguire

Nays 0

Resolved to pay the bills listed.

RESOLUTION 29-2024 *Adjourn*

Upon Motion of Councilor Walbridge, second by Councilor Taylor the following resolution was.

ADOPTED Ayes 4 Stewart, Taylor, Walbridge, Maguire

Nays 0.

The next Regular Board Meeting will be January 24,2024 at 6:00 P.M. at 27 Airport Rd. Malone, NY 12953.

RESPECTFULLY SUBMITTED,

Abby Monica, Town Clerk



Friends of the North Country, Inc.
1387 Hardscrabble Road
Cadyville, NY 12918-1912

Phone: 518-293-5045
Fax: 518-293-5017
Email: cnarducci@friendsofthenorthcountry.org



***Friends of the North
Country, Inc.***

Board of Directors

Crystal Narducci
Executive Director

Bruce Garcia
Chair

Gretchen Crowningshield
Vice Chair

Amber Brown-Rose
Secretary

Mark Kaiser
Treasurer

***Sustaining
Members***

Stephanie Clarke

Gabrielle Dion

Andrew Foster

Ashlee Maulding

TO:

TOWN OF MALONE
Andrea Stewart, Supervisor
Town Board Members

FROM:

Hillari Kiroy
Housing Coordinator

DATE:

January 9, 2024

RE:

NYS Office of Community Renewal 2021 Housing
Rehabilitation Grant; 689HR305-21

The following updates are provided for your review at the **Regular Meeting** of the Town Board; January 24th, 2024.

- Client Project Status Report, page 2
- Fair Housing Board Resolution, page 3

*Contract extended until 5/31/24.

***Friends of the North Country, Inc.
serving our community one neighbor at a time***

- To assist with the provision of safe, decent, affordable housing.
- To undertake economic development, which supports community wide revitalization.
- To identify, designate and restore locally significant historic structures.
- To generally act as facilitators in the process of stabilization, growth, and development.



Friends of the North Country, Inc.
1387 Hardscrabble Road
Cadyville, NY 12918-1912

Phone: 518-293-5045
Fax: 518-293-5017
Email: cnarducci@friendsofthenorthcountry.org

STATUS OF GRANT PROGRESS
TOWN OF: MALONE
HOUSING REHABILITATION PROGRAM

Unit Goal: 8										
Client Number	Application In Progress	Application Complete	Assessment Complete	Work Write Up/ Scope of Work	Bidding	Board Approval	Pre-Construction Closing & Required Programmatic Document	Construction	Site-Specific Projects Complete	
MA-21-09	1	1								
MA-21-08	1	1	1	1	1	1	1	1		
MA-21-04	1	1	1	1	1	1	1	1	1	
	1									
	1									
MA-21-07	1	1	1	1	1	1	1	1		
MA-21-02	1	1	1	1	1	1	1	1	1	
	1									
	1									
MA-21-03	1	1	1	1	1	1	1	1	1	
MA-21-01	1	1	1	1	1	1	1	1	1	
	1									
	1									
	1									
MA-21-06	1	1	1	1						
	1									
	1									
	1									
MA-21-05	1	1	1	1	1	1	1	1	1	
	1									
	1									
MA-21-02	1	1	1	1						
	1	1								
	30	11	9	9	7	7	7	5	4	

- To assist with the provision of safe, decent, affordable housing.
- To undertake economic development, which supports community wide revitalization.
- To identify, designate and restore locally significant historic structures.
- To generally act as facilitators in the process of stabilization, growth, and development.

Andrea Stewart

From: Michele M. Hayes-Martinez <michele@johnsonlawslc.com>
Sent: Wednesday, January 17, 2024 12:26 PM
To: Andrea Stewart; Abby Monica; jfisher@nycourts.gov
Cc: Gregg Johnson; Michele M. Hayes-Martinez; Denice Hudson; MMcArdle@fbmmmlaw.com
Subject: Status Update: Scott Phillip Lewis v. Franklin County, NY, et al., Civil Case No. 8:23-cv-01647 (DNH/CFH)
Attachments: LT to clients_ Status Update Federal Case filed 01 17 24.pdf; (1) Lewis v. Franklin County et al.pdf

Good afternoon,

Please see the attached status report for the above referenced matter. Do not hesitate to contact our office if you have any questions.

Very Respectfully,

Michele

Michele M. Hayes-Martinez, Paralegal

JOHNSON & LAWS, LLC

ATTORNEYS AT LAW

646 Plank Road, Suite 205

Clifton Park, New York 12065

(dd) 518.490.6419

(f) 518.616.0676

michele@johnsonlawslc.com

Please visit our website: www.johnsonlawslc.com

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JOHNSON & LAWS, LLC

Attorneys at Law

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Clifton Park, New York 12065
518.490.6428 phone
518.616.0676 fax

Gregg T. Johnson
Partner
518.490.6413 direct
gtj@johnsonlawsllc.com

January 17, 2024

VIA ELECTRONIC MAIL ONLY

Andrea Stewart,
Supervisor Town of Malone
supervisor@malonetown.com

Nicole Guerin
Town Clerk
clerk@malonetown.com

Hon. June Fisher
Justice Town of Malone
jfisher@nycourts.gov

RE: *Scott Phillip Lewis v. Franklin County, NY, et al.,*
Civil Case No. 8:23-cv-01647 (DNH/CFH)

Greetings:

Please allow this letter to serve as a brief update on the above-referenced matter.

On December 28, 2023 Plaintiff filed suit in the U.S. District Court for the Northern District of New York against Franklin County, The Town of Malone and the Village of Malone. Attached is a copy of that Complaint (which we obtained from the USDC NDNY Docket. In addition to the lawsuit filed against Franklin County, the Town of Malone and the Village of Malone, Plaintiff has filed the below four lawsuits in the last few weeks.

- *Scott Phillip Lewis v. Adirondack Medical Center d/b/a Adirondack Health*, Civil Case No. 8:24-cv-27 (BKS/DJS) filed January 7, 2024;
- *Scott Phillip Lewis v. Citizens United, Inc.* Civil Case No. 8:24-cv-00029 (TJM-DJS), filed January 8, 2024;
- *Scott Phillip Lewis v. Essex County, NY, Village of Lake Placid, Inc.* Civil Case No. 8:23-cv-1636 (TJM/CFH), filed December 26, 2023; and
- *Scott Phillip Lewis v. Onondaga County, et al.*, Civil Case No. 8:24-cv-00013 (GTS/DJS), filed January 3, 2024

In the instant matter, the Court will likely review the Complaint for sufficiency before service is effectuated – possibly in February-April time frame. Once your office has been served with the Complaint contact our office immediately and also forward a copy to NYMIR.

JOHNSON & LAWS, LLC

Scott Philip Lewis v. Essex County, NY, Village of Lake Placid, Inc.
Civil Case No. 8:23-cv-1636 (TJM/CFH)

January 17, 2024

Page 2

Lastly, Attorney Hage no longer works with our firm. If you have any questions do not hesitate to contact me directly at (518) 265-2032.

Sincerely,

JOHNSON & LAWS, LLC

/s/ Gregg T. Johnson
Gregg T. Johnson, Esq.

GTJ:mhm

Attachments (1)

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF NEW YORK

PLATTSBURGH DIVISION

Dec 28 - 2023

John M. Domurat, Clerk

SCOTT PHILLIP LEWIS,
Plaintiff,

v. §
§
§
§
§
§
§
§
§
§
8:23-cv-1647 (DNH/CFH)
Franklin County, NY; Town of Malone;
Village of Malone
Defendant.

PLAINTIFF'S ORIGINAL COMPLAINT

NOW COMES PLAINTIFF, Scott Phillip Lewis, and files Plaintiff's Original Complaint.
Plaintiff files 42 U.S.C § 1983, Americans with Disabilities Act, and Rehabilitation Act lawsuit
for cause of action will show the following:

I. PARTIES

1. Plaintiff is Scott Phillip Lewis ("Plaintiff"), an individual and citizen of the United States of America.
2. Defendant #1 is Town of Malone ("Town Defendant") is a town in the State of New York and can be served through Abby Monica, Town Clerk at 27 Airport Rd., Malone, NY.
Service is requested contemporaneously with the filing of the complaint.
3. Defendant #2 is Franklin County, NY ("Franklin County Defendant") is a county in the State of New York and can be served through Kip Cassavaw, County Clerk at 355 West Main Street, Suite 248, Malone, NY. Service is requested contemporaneously with the filing of the complaint.
4. Defendant #3 is the Village of Malone ("Village Defendant") is a village in the State of New York and can be served through Rebecca Scaccia, Village Clerk at 343 West Main

St., Malone, NY. Service is requested contemporaneously with the filing of the complaint.

II. JURISDICTION AND VENUE

5. The court has jurisdiction over this lawsuit according to 28 U.S.C § 1331. The court has personal jurisdiction over Essex County, NY and the Village of Lake Placid, Inc. because it is a New York county and village, respectively.
6. Venue is proper in the Plattsburgh Division of the United States District Court for the Northern District of New York, under 28 U.S.C § 1391(b). Essex County, NY and the Village of Lake Placid, NY are situated in this district and a substantial part of the events or omissions giving rise to claims in this lawsuit occurred within this judicial district.

III. FACTUAL ALLEGATIONS

A. Historical Facts

7. On January 25, 2019, Plaintiff was arrested for driving while intoxicated in Williamson County, TX. Selective, manipulated and edited portions of the arrest were broadcast to over a million viewers on a television show advertising the edited arrests they were broadcasting as “unfiltered and unfettered,” when in fact, it was not.
8. This show was called “LivePD,” a hit television show that used law enforcement as entertainment (“LivePD”). If an arrest was standard, it was less likely to be shown on television.
9. Plaintiff suffered an anxiety attack when learning upon the non-consensual broadcast of the arrest and had his left shoulder broken by Williamson County Jail Staff as a result of the panic attack. Plaintiff was then strapped to an immobilized chair for hours, having his blood drawn while strapped to a chair with a broken shoulder for suffering an anxiety

attack.

10. On or around early March 2022, Plaintiff traveled to Austin, TX for a pre-trial conference concerning the “LivePD” arrest.
11. After attending the pre-trial matters in Williamson County, Texas, Plaintiff flew to New York City and spent time at his brother’s and now fiancé’s apartment before traveling back to Lake Placid, NY via personal automobile.
12. On or around March 17, 2022, the same day leaving New York City, Plaintiff made the choice to buy cannabis legally from Akwesasne, New York before returning to his apartment in Lake Placid, New York located at 64 McKinley St. #2.
13. After leaving Akwesasne, NY, Plaintiff was stopped by New York State Trooper, Charles Bishop (“Officer Bishop”). The traffic stop occurred after Officer Bishop stated that he saw Plaintiff on camera going to a “high drug trafficking” area and proceeded to search Plaintiff’s vehicle.
14. The trooper illegally opened Plaintiff’s trunk, despite not having anything illegal within the vehicle, reasons to do so or permission from Plaintiff.
15. Upon information and belief, the cameras used to initiate Plaintiff’s traffic stop and referenced by New York State Trooper Charles Bishop were located within the Village of Malone which is within the Town of Malone within Franklin County, New York
16. Plaintiff had sent an email to the Franklin County District Attorney requesting the supporting deposition from Officer Bishop traffic stop. Plaintiff had mailed in the request within 30 days of the traffic stop yet never received a copy of the supporting deposition, still to this day.
17. Originally, Plaintiff was set to appear before Town Justice Robert G. Main, Jr. on March

29, 2022.

18. After adjournments from the court, Plaintiff appeared before new Town Justice June A. Fisher. The charges were dismissed as Officer Bishop did not appear and agreed to drop charges.

19. On or around September 26, 2022, Plaintiff went to the Town offices of Malone and was told a final disposition had not yet been entered but Plaintiff would be contacted once it was.

20. On or around December 7, 2022, Plaintiff received documentation that the charges were sealed despite Plaintiff not being notified.

21. On or around December 19, 2022, Plaintiff received an email from Justice June A. Fisher stating that “the sealing is done in the normal course of business.”

22. Plaintiff perceives the actions taken to be a cover-up of constitutional rights and federal law violations inflaming emotional distress within Plaintiff.

B. Plaintiff's Physical and Mental Health History

23. Plaintiff's relationship with chronic pain begins in 2012. At this time, Plaintiff had their left wrist severely broken, requiring a fixation with screws and plates used to piece the arm back together. Surgery was performed at Upstate Orthopedics in East Syracuse, New York. After surgery, Plaintiff was prescribed Oxycontin, a pain killer known for its high risk for addiction and dependence. Oxycontin was originally advertised as not being addictive by distributors such as Purdue Pharmaceuticals located in Stamford, Connecticut.

24. The Johns Hopkins Medicine website explains “[w]hen pain becomes such a problem that it interferes with your life's work and normal activities, you may become the victim of a

vicious circle. Pain may cause you to become preoccupied with the pain, depressed, and irritable. Depression and irritability often leads to insomnia and weariness, leading to more irritability, depression, and pain.”

<https://www.hopkinsmedicine.org/health/conditions-and-diseases/chronic-pain#:~:text=Pain%20may%20cause%20you%20to,suffering%2C%20sleeplessness%2C%20a%20sadness>).

25. By 2013, Plaintiff had noticed changes in life’s work and normal activities because of the constant chronic pain in the left wrist. By May 2014, Plaintiff made the choice to remain abstinent from alcoholic beverages as the chronic pain mixed with alcohol had become an unpleasant experience with irritable behavior becoming more frequent. Shortly after making this choice, Plaintiff was hired as a Derivatives Trading Specialist at optionsXpress by Charles Schwab and JV Lacrosse Coach at Vandegrift High School in Austin, TX. Plaintiff moved from Syracuse, New York.

26. In November 2015, Plaintiff was involved in a hit and run accident on Rainey Street in Austin, Texas leaving Plaintiff with a concussion and traumatic brain injury (TBI). The police who were involved never followed up with Plaintiff, seemingly attempting to cover up what happened. Plaintiff is still working on obtaining a full police report and information from the officers involved at the November 2015 accident and cover up.

27. After the 2015 hit and run incident, Plaintiff experienced a progressive increase in attention-deficit/hyperactivity disorder (“ADHD”) symptoms associated with the post-traumatic stress disorder (“PTSD”) from the accident and lack of police professionalism, follow up and transparency.

28. After the progression of symptoms of PTSD and ADHD from the 2015 hit and run

accident, Plaintiff had developed an alcohol abuse disorder over time. While some could see the alcohol abuse, the root cause of the symptom went undiagnosed for a very long time. Even though Plaintiff understood the symptoms he was experiencing, Plaintiff was bombarded with conflicting opinions by individuals who did not care about the full truth, but instead focused on selective facts that best fit a desired narrative and bias.

29. Again symptoms of PTSD and ADHD were further exacerbated on or around July 2018 when a former roommate and also a coach at Vandegrift Lacrosse Club told Plaintiff he had paid money to have a man killed over a disagreement in a lacrosse game. Stunned by such evil, Plaintiff experienced an even further increase in ADHD and PTSD symptoms and separately, an increase in alcohol abuse, which is a symptom of PTSD and ADHD.

30. Plaintiff made the choice to go to “A Forever Recovery,” a rehabilitation facility in Battle Creek, Michigan. Plaintiff knew this was not a good fit, almost immediately, as the facility wanted to focus solely on the alcohol abuse and not the reasons that caused such a symptom. Plaintiff felt as if they were at a cult and made the decision to leave after approximately twelve (12) days. This experience affected Plaintiff’s overall well-being. “A Forever Recovery” is now believed to be permanently closed.

31. As previously mentioned on January 25, 2019, Plaintiff was arrested for driving while intoxicated in Williamson County, TX and had his left shoulder broken within the Williamson County Jail.

32. The criminal charges associated with Plaintiff’s driving while intoxicated arrest were dismissed for insufficient evidence on or around April 25, 2022. The civil lawsuit initiated by Plaintiff against Williamson County, Texas is an active case in the United States District Court for the Western District of Texas. The active litigation’s case

number in the Western District of Texas is 1:21-cv-00074.

IV. CLAIMS

33. “[M]unicipalities and other local government units [are] included among those persons to whom § 1983 applies.” (*Monell v. Department of Social Services of City of New York*, 436 U.S. 3 658, 690 (1978)). “It is the execution of a government’s policy or custom, whether made by its lawmakers or by those whose edicts or acts may fairly be said to represent official policy, inflicts the injury that the government as an entity is responsible under § 1983.” *Id* at 691.

34. “To state a claim under § 1983, a plaintiff must allege that defendants violated his federal rights while acting under color of state law.” *Washington v. County of Rockland*, 373 F.3d 310, 315 (2d Cir. 2004).

35. “[A] municipality may not be held liable under [Section] 1983 for an injury inflicted by its agents unless ‘the challenged acts were performed pursuant to a municipal policy or custom.’” *Vill. of Freeport v. Barrella*, 814 F.3d 594, 616 (2d Cir. 2016) (quoting *Littlejohn v. City of N.Y.*, 795 F.3d 297, 314 (2d Cir. 2015); see generally *Monell v. Dep’t of Soc. Servs.*, 436 U.S. 658 (1978)).

CLAIM I, § 1983, 4th Amendment Illegal Search and Seizure

Franklin County Defendant, Town Defendant and Village Defendant

36. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

37. The Fourth Amendment of the United States Constitution states in full:

“The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly

describing the place to be searched, and the persons or things to be seized.”

38. It is not a crime to travel to Akwesasne, New York.

39. Plaintiff was told the traffic stop was initiated because he was seen on camera traveling to “a high drug trafficking” area.

40. While Plaintiff gave Officer Bishop permission to look in his vehicle, Plaintiff did not give permission to open the trunk.

41. Upon opening the trunk of the vehicle, Plaintiff had two suitcases packed in the back of the trunk since Plaintiff was traveling back from Austin, Texas.

42. At this point, Officer Bishop asked if he could search the luggage, even though he did not have authority to open the trunk of the vehicle.

43. If Plaintiff exercised his Constitutional rights and said “no” after the trunk was illegally opened, it would have created the perception that Plaintiff was hiding something. This was the perception that Officer Bishop was attempting to create, at the distress of Plaintiff.

44. Instead, Plaintiff allowed Officer Bishop to search his luggage after the trunk was illegally opened. Officer Bishop found luggage full of clothes, personal items for travel, a Google Chromebook laptop, a Microsoft Surface tablet, multiple books and multiple notebooks.

45. Plaintiff requests all relief and damages he may be entitled.

**CLAIM II, § 1983 Due Process Violations, Fourteenth Amendment
Improper Sealing of Documents
Franklin County Defendant and Town Defendant**

46. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

47. The Due Process Clause of the Fourteenth Amendment guarantees “due process of law” before the government may deprive someone of “life, liberty or property.” The traditional conception of liberty refers to freedom from physical restraint or confinement, however, this is *just one* aspect of the liberty interest that the Due Process Clause protects (emphasis added).

48. The Supreme Court has also construed the liberty interest to include other common law and statutory rights. (*Allgeyer v. Louisiana*, 165 U.S. 578, 588 (1897)). (The ‘liberty’ mentioned in [the Fourteenth] amendment means, not only the right of the citizen to be free from the mere physical restraint of his person, as by incarceration, but the term is deemed to embrace the right of the citizen to be free in the enjoyment of all his faculties; to be free to use them in all lawful ways; to live and work where he will; to earn his livelihood by any lawful calling; to pursue any livelihood or avocation; and for that purpose to enter into all contracts which may be proper, necessary, and essential to his carrying out to a successful conclusion the purposes above mentioned.)

49. By sealing court records improperly and without the consent of Plaintiff, Plaintiff’s Due Process rights are thwarted. Plaintiff wished for the court records to be public record. Plaintiff did not consent to the sealing of records.

50. Thus, Plaintiff’s Due Process rights have been violated.

51. Plaintiff perceived the improper sealing to be an attempted cover-up of Plaintiff’s violation of Constitutional rights, inflaming emotional distress in Plaintiff.

52. Not only is Plaintiff disadvantaged, but so is society when law enforcement officials are able to violate Constitutional rights while the subsequent court records are not available to the public for dissemination of facts and transparency of events.

53. Plaintiff requests all relief and damages he may be entitled.

**CLAIM III, § 1983 Due Process Violations, Fourteenth Amendment
No supporting deposition**

Franklin County Defendant and Town Defendant

54. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

55. Plaintiff requested supporting disposition pursuant to New York State law.

56. Plaintiff made a further request by emailing Franklin County District Attorney Directly.

57. No supporting disposition was ever provided, thus a violation of Plaintiff's Due Process Rights.

58. Plaintiff requests all relief and damages he may be entitled.

**CLAIM XII, § 1983, 4th Amendment Illegal Search and SeizureReasonable
Expectation of Privacy**

Franklin County Defendant, Town Defendant and Village Defendant

59. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

60. It is unconstitutional under the Fourth Amendment to conduct a search and seizure without a warrant anywhere that a person has a reasonable expectation of privacy, unless certain exceptions apply. *Katz v. United States*, 389 U.S. 347 (1967).

61. The Fourth Amendment governs not only the seizure of tangible items, but extends as well to the recording of oral statements. *Silverman v. United States*, 365 U. S. 505, 365 U. S. 511. P. 389 U. S. 353.

62. The reasonable expectation of privacy allows Plaintiff to hold Franklin County Defendant, Town Defendant and Village Defendant accountable for violating Plaintiff's personal privacy.

63. In all times relevant, Plaintiff was in a 2007 Pontiac G6, owned by Plaintiff. In other words, Plaintiff was not being surveilled in a public place using security cameras but was recorded while within his personal, private property.

64. On information and belief, Officer Bishop indicated that Plaintiff was stopped for being seen on camera driving to a "high drug trafficking area."

65. Thus, Plaintiff's reasonable expectation of privacy was ignored before being exposed to a search of the vehicle and unlawful search of Plaintiff's trunk and subsequent emotional distress.

66. Plaintiff requests all relief and damages he may be entitled.

CLAIM V, Negligent infliction of emotional distress
Franklin County Defendant and Town Defendant

67. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

68. In the alternative without waiving any of the other claims pled herein, without waiving any procedural, contractual, statutory or common-law right, and incorporating all other allegations herein (including all allegations in the "FACTUAL ALLEGATIONS" section above) to the extent they are not inconsistent with the cause of action pled here Franklin

County Defendant, Town Defendant and Village Defendant are liable to Plaintiff for New York State tort claims.

69. Plaintiff was told during the traffic stop initiated by Officer Bishop that “he was seen on camera traveling to a high drug trafficking area” and asked to search the vehicle.

70. Plaintiff responded by stating that he did “not believe there was any reason to do so.”

71. Due to Plaintiff’s past traumatizing experience of having an arrest broadcast illegally, being stopped for simply driving through cameras inflamed symptoms of emotional distress in Plaintiff.

72. Due to the inflamed symptoms, Plaintiff felt pressured to waive his Constitutional rights and allow Officer Bishop to look in the vehicle. Plaintiff feared retaliation if he exercised his Constitutional rights. Even though Plaintiff did not have anything illegal in the vehicle, the fear and emotional distress created submissive responses. Plaintiff did not give Officer Bishop explicit permission to open the trunk of the vehicle.

73. The illegal search occurred when Officer Bishop opened the locked trunk without explicit permission to do so.

74. The illegal search and questionable circumstances surrounding the initiation of the traffic stop inflamed symptoms of emotional distress in Plaintiff. This was a result of the actions of Officer Bishop.

75. Plaintiff requests all relief and damages he may be entitled.

CLAIM VI, Negligent Infliction of Emotional Distress

Franklin County Defendant and Town Defendant

76. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

77. In the alternative without waiving any of the other claims pled herein, without waiving any procedural, contractual, statutory or common-law right, and incorporating all other allegations herein (including all allegations in the “FACTUAL ALLEGATIONS” section above) to the extent they are not inconsistent with the cause of action pled here Franklin County Defendant, Town Defendant and Village Defendant are liable to Plaintiff for New York State tort claims.

78. On or around September 26, 2022, Plaintiff went to the Town offices of Malone and was told a final disposition had not yet been entered but Plaintiff would be contacted once it was.

79. Plaintiff was never contacted once it was, inflaming emotional distress in Plaintiff.

80. Franklin County Defendant and Town Defendant are responsible for the lack of timeliness and professionalism.

81. Plaintiff’s distress was increased due to a perception that Franklin County Defendant and/or Town Defendant were attempting to cover-up the facts at matter.

82. Thus, Plaintiff experienced negligent infliction of emotional distress.

83. Plaintiff requests all relief and damages he may be entitled.

CLAIM VII, Negligent infliction of emotional distress

Franklin County Defendant and Town Defendant

84. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

85. In the alternative without waiving any of the other claims pled herein, without waiving any procedural, contractual, statutory or common-law right, and incorporating all other allegations herein (including all allegations in the “FACTUAL ALLEGATIONS” section

above) to the extent they are not inconsistent with the cause of action pled here Franklin County Defendant, Town Defendant and Village Defendant are liable to Plaintiff for New York State tort claims.

86. On or around December 7, 2022, Plaintiff received documentation that the charges were sealed despite Plaintiff not being notified.

87. On or around December 19, 2022, Plaintiff received an email from Justice June A. Fisher stating that “the sealing is done in the normal course of business.”

88. Plaintiff’s distress was increased due to a perception that Franklin County Defendant and/or Town Defendant were attempting to cover-up the facts at matter.

89. Thus, Plaintiff experienced negligent infliction of emotional distress.

90. Plaintiff requests all relief and damages he may be entitled.

CLAIM VIII and IX, ADA/Rehabilitation Act

Franklin County Defendant, Town Defendant and Village Defendant

91. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

92. 42 U.S.C § 12101(1) states “[t]he Congress finds that physical or mental disabilities in no way diminish a person’s right to fully participate in all aspects of society, yet many people with physical or mental disabilities have been precluded from doing so because of discrimination; others who have a record of a **disability** or are regarded as having a **disability** also have been subjected to discrimination.

93. Furthermore, subsection (5) states [I]ndividuals with disabilities continually encounter various forms of discrimination, including outright intentional exclusion, the discriminatory effects of architectural, transportation, and communication barriers,

overprotective rules and policies, failure to make modifications to existing facilities and practices, exclusionary qualification standards and criteria, segregation, and relegation to lesser services, programs, activities, benefits, jobs, or other opportunities.

94. Section 504 of the Rehabilitation Act of 1973 is a national law that protects qualified individuals from discrimination based on their disability.

95. Here, Franklin County Defendant, Town Defendant and Village Defendant attempted to use Plaintiff's symptoms qualifying for disability against him. In other words, Franklin County Defendant, Town Defendant and Village Defendant made choices enabling Americans with Disability Act and Rehabilitation Act violations. Franklin County Defendant, Town Defendant and Village Defendant were not interested in protecting Plaintiff's constitutional, ADA or Rehabilitation Act rights. Franklin County Defendant, Town Defendant and Village Defendant were hoping Plaintiff would just forget with time or be too distracted to take any action.

96. Such conduct is a violation of the Americans with Disabilities Act and Rehabilitation Act.

97. Plaintiff requests all relief and damages he may be entitled.

CLAIM X, Failure to train, Justice June Fisher

Franklin County Defendant and Town Defendant

98. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

99. The policy of sealing records improperly and unlawfully and describing such action as “normal course of business” was an inadequate policy.

100. Franklin County Defendant and Town Defendant are responsible for June Fisher's failure to train on the sealing of records pursuant to New York State law.

101. Such inadequate policy was a moving force in Plaintiff's constitutional violation and emotional distress.

102. June Fisher was policymaker and acting under the color of State law and promulgated such policy of requesting to seal records unlawfully.

103. Plaintiff requests all relief and damages he may be entitled.

CLAIM XI, Failure to train, Town Court Clerk

Franklin County Defendant and Town Defendant

104. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

105. The policy of sealing records improperly and unlawfully and describing such action as "normal course of business" was an inadequate policy.

106. Franklin County Defendant and Town Defendant are responsible for June Fisher's failure to train on the sealing of records pursuant to New York State law.

107. Such inadequate policy was a moving force in Plaintiff's constitutional violation and emotional distress.

108. The unnamed Town Clerk was policymaker and acting under the color of State law and promulgated such policy of sealing the records unlawfully.

109. Plaintiff requests all relief and damages he may be entitled.

CLAIM XII, Failure to supervise, Court Clerk

Franklin County Defendant and Town Defendant

110. Plaintiff hereby incorporates all preceding paragraphs as if fully stated herein and alleges as follows.

111. Upon information and belief, the unlawful sealing of records has not been corrected.

112. Thus, society and Plaintiff are disadvantaged.

113. Franklin County Defendant and Town Defendant had the ability and responsibility to ensure the accuracy of all court records and public transparency of such.

114. Franklin County Defendant and Town Defendant could have taken steps to correct the inadequate policy but did not.

115. A better policy would be to lawfully seal records and keep court records as public and transparent as possible.

116. Plaintiff requests all relief and damages he may be entitled.

V. DAMAGES

1. Plaintiff suffered and claims the following damages:

I. Actual Damages

- Past and future mental anguish
- Past and future impairment
- Past and future medical expenses
- Past and future loss of earning capacity
- Past and future physical suffering

VI. JURY DEMAND

118. Plaintiff respectfully requests jury trial pursuant to FED. R. CIV. P. 48

VII. PRAYER FOR RELIEF

119.. Accordingly, Plaintiff requests that judgment be awarded against Essex County

Defendant and Lake Placid Defendant for:

- (1) Compensatory damages;
- (2) Punitive or exemplary damages;
- (3) Costs of Court;
- (4) Prejudgment and postjudgment interest at the highest rate allowable under law;
- (5) Unliquidated damages at the highest amount that is within the jurisdictional limits of the court;
- (6) And all over relief to which Plaintiff is justly entitled.

Respectfully submitted,
/s/Scott Phillip Lewis
Scott Phillip Lewis
1936 Saranac Ave. #3, PMB 411
Lake Placid, NY 12946
518-551-3061
scottphilliplewis@gmail.com

RECEIVED



JAN 19 2024
TOWN OF MALONE

RESOLUTION #6 of 2024

**AUTHORIZING TOWN SUPERVISOR TO SIGN A CONTRACT FOR SHARED
HIGHWAY SERVICES ON BEHALF OF THE TOWN**

AT A MEETING of the Town Board of the Town of Tupper Lake held at 120 Demars Blvd., Tupper Lake, New York on the 8th day of January 2024, upon calling of the roll by the Town Clerk the following members were:

Present: Supervisor Rick Dattola
Councilman John Gillis
Councilman Rick Donah
Councilwoman Crystal Boucher
Councilman Tim Larkin

The following resolution was offered by Councilman Donah who moved its adoption, and seconded by Councilman Larkin, to wit:

RESOLUTION authorizing the Town Supervisor to sign a contract on behalf of the Town to permit the Town Highway Superintendent to share services with highway department heads in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

Whereas, all municipalities, including the Town of Tupper Lake have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Town of Tupper Lake, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Town of Tupper Lake and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Town of Tupper Lake and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Tupper Lake and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a large inventory of certain extra materials and supplies, thereby saving money for the taxpayers; and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Town of Tupper Lake Town Board to give the Town Superintendent of Highways the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Town of Tupper Lake to be a party to such shared services arrangements.

NOW THEREFORE, BE IT RESOLVED that the Town Supervisor of the Town of Tupper Lake is hereby authorized to sign the following contract on behalf of the Town:

"CONTRACT FOR SHARED HIGHWAY SERVICES

"1 For purposes of this contract, the following terms shall be defined as follows:

"a) 'Municipality' shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Town of Tupper Lake.

"b) 'Contract' shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

"c) 'Shared Service' shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

"i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

"ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

"iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

"iv) the maintenance of machinery or equipment by a municipality for other municipalities.

"d) 'Superintendent' shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

"2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract, and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Town of Tupper Lake.

"3. The Town of Tupper Lake by this agreement grants unto the Town Superintendent of Highways the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

"a) The Town of Tupper Lake agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Tupper Lake. The determination as to whether such machinery, with or without operators, is needed by the Town of Tupper Lake shall be made by the Superintendent of Highways. The value of the materials or supplies borrowed from another.

municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

"b) The Town of Tupper Lake agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Highways. In the event the said Superintendent determines that it will be in the best interests of the Town of

Tupper Lake to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Tupper Lake by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

"c) The Town of Tupper Lake agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Highway Superintendent, upon such terms as may be determined by the Highway Superintendent.

"d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

"e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

"f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

"g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to this contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim.

"4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Town Superintendent of Highways. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

"5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related

to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

"6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared Service shall be set forth in the memorandum.

"7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

"8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

"9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

"10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

"11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

"12. Any action taken by the Town Superintendent of Highways pursuant to the provisions of this contract shall be consistent with the duties of such official, and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

"13. A record of all transactions that have taken place as a result of the Town of Tupper Lake participating in the services afforded by this contract shall be kept by the Town Superintendent of Highways, and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

"14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it


cannot be so modified, then it shall be severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

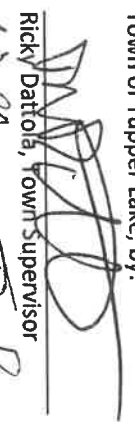
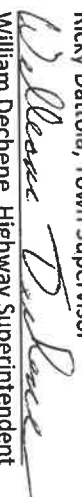
"15. This contract shall be reviewed each year by the Town of Tupper Lake and shall expire five years from the date of its signing by the Town Supervisor. The Town Board may extend or renew this contract at the termination thereof for another five-year period.

"16. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the Town Highway Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Town Highway Superintendent except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Town Highway Superintendent."

"IN WITNESS THEREOF, the said Town of Tupper Lake has by order of the Town Board caused these presents to be subscribed by the Town Supervisor this 8th day of January 2024.

ATTEST:


Mary Kay Stratk
Town Clerk

Town of Tupper Lake, by:

Ricky Dattola, Town Supervisor

William Dechene, Highway Superintendent

The Town Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:

Town of Bangor	Town of Chateaugay	Town of Fort Covington	Town of Moira
Town Bellmont	Town of Clifton	Town of Franklin	Town of St. Armond
Town of Bombay	Town of Constable	Town of Harletstown	Town of Santa Clara
Town of Brandon	Town of Dickinson	Town of Long Lake	Town of Waverly
Town of Brighton	Town of Duane	Town of Malone	Town of Westville
Town of Burke	Town of Pierrefield	Town of Fine	Town of Herman
Village of Brushton	Village of Chateaugay	Village of Saranac Lake	*Town of Tupper Lake
Village of Burke	Village of Malone	Village of Tupper Lake	Franklin County Highway

This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Supervisor Rick Dattola – AYE
Councilman Gillis - AYE
Councilman Donah - AYE
Councilman Larkin - AYE
Councilwoman Boucher- AYE

RESOLUTION
Use of ARPA Coronavirus Local Fiscal Recovery Funds

WHEREAS, the American Rescue Plan (ARPA) Coronavirus Local Fiscal Recovery Fund, enacted in June, 2021 provides funding to State, Local and Tribal governments to address the myriad of economic, financial, and public safety needs due to the Covid 19 pandemic, and

WHEREAS, the Town of Malone submitted a request to receive funds under this program, and

WHEREAS, the Town of Malone has been allocated \$869,535.84 as follows: \$434,767.91 was received in July, 2021 and July 2022, respectively, by the Office of the NYS Comptroller, and

WHEREAS, specific criteria for use of these monies include a response to the public health emergency and its negative economic impacts and loss of revenue, capital improvements in public facilities to meet pandemic operational needs and/or mitigation tactics, with monies to be obligated by the end of 2024, and expended by the end of 2026, and

WHEREAS, on May 10, 2023, \$317,425.37 of remaining ARPA Funds were designated to Capital Improvements to Town of Malone facilities, roads, and infrastructure.

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Malone does hereby designates \$4,153.68 of the designated funds for Windows and Doors for Town of Malone Office building.