

**TOWN OF MALONE
TOWN BOARD
REGULAR MEETING – April 10, 2024**

CALL MEETING TO ORDER - PLEDGE TO THE FLAG

MINUTES: for review & approval:

March 27, 2024 – Regular Meeting

REPORTS:

Airport Manager – March 2024

Code Office – March 2024

Justice Fisher – March 2024

Town Clerk – March 2024

Supervisor’s Report – March 2024

Budget to Actual – March 2024

OLD BUSINESS:

Town Clerk to Report on Opening of Sand and Gravel Bid

SUPERVISOR REPORTS:

Reminder US Army Corps of Engineers Annual Salmon River Inspection is Thursday, April 25th beginning at 8:30 a.m. at the Town Offices

Board Motion: Permission for Supervisor to sign extension of time for closing on code truck purchase.

Board Motion: Budgetary adjustments for purchase of Code Officer Vehicle as follows: Approval of \$25,000.00 Interfund Loan from Highway Fund Outside to Part Town General Fund in the amount of \$25,000.00 with no interest pursuant to General Municipal Law Section 9-a; Increase expenditure (B3620.2 Safety Inspection Equipment) \$23,170.54.

Board Motion: Permission for Code Officer McMahon to attend Energy Enforcement Training North Country Region, all expenses paid by the Town.

BOARD MEMBER /COMMITTEE ITEMS:

SUPERINTENDENT OF HIGHWAYS REPORTS:

CORRESPONDENCE:

From NYS Homes and Community Renewal: Comprehensive Monitoring Report NYS CDBG Project #689HR313-19.

NEW BUSINESS:

Request for Qualifications/Experience Statement Airport Planning and Engineering Services Request for Proposal

Andrea Stewart, Supervisor
Jody Johnston, Councilor
Paul Walbridge, Councilor

Terrence Maguire, Deputy Supervisor
Brian Taylor, Councilor

ALSO PRESENT:

Abby Monica, Town Clerk
Michael Andrews, Highway Superintendent
Bruce Burditt, Airport Manager
Scott Smith, Malone Resident
Michael Quinn, Cipriani Energy Group
Calvin Martin, Malone Resident

Denice Hudson, Budget Officer
John Manley, Deputy Highway Superintendent
Alex Violo, Malone Telegram
Greg Lawrence, Tetra Tech
Mike Fournier, Malone Resident
Bridget O'Tool, Malone Town Attorney

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

PUBLIC HEARING:

The reason for this Public Hearing is for the Yellow 17, LLC (Bare Hill Solar Project). Michael Quinn from Cipriani Energy Group spoke on behalf of the solar project, stating it is two megawatts, little more than 9 acres large and is surrounded by trees. Stated if anyone had any questions for him he would answer them.

Greg Lawrence, the Civil Engineer from Tetra Tech spoke on the glare analysis study. Lawrence stated he only found yellow and green glare which has minimal impact. When they did the test the yellow and green glare they did find was rounded around 70 minutes per the whole day. They did not find any glare off the guard fence from the prison, neighboring property's or roads. The project itself is far back in the woods. Even when the leaves fall off the tree's you still cannot see the project as it is behind existing vegetation and concealed from the roads and properties. Calvin Martin had a few concerns; he gave a copy of a glare analysis study (that he conducted himself) and lease agreement to all the members of the board. Martin stated he got a different result study than what Tetra Tech did, the results he received are in the packet he gave the board members. Martin also discussed the lease agreement and stated in the lease there is an exit plan, and they could leave before the project is finished.

Mike Fournier had a few concerns; he stated there is a satellite program and it shows that where this project is going to be is one mile or less from this runway, the hospital, and the three prisons. Stated battery devices have a history of burning and are toxic. Fournier is worried about how they will evacuate the prisons and hospitals if the toxins end up getting in the buildings when the wind blows around. There are farmlands around this project as well, stated this will be toxic for the farm animals.

Bruce Burditt, Airport Manger asked how big the project is and what the Town of Malones local law allows. Michael Quinn answered his question and stated the project is a little bigger than 9 acres but a little smaller than 10 acres, and the Town of Malone local law allows seven thousand feet. Burditt asked when the project is completed will there be poles on the property. Yes, there will be poles for protection of the equipment.

Supervisor Stewart thanks everyone for their concerns and questions. If there is anyone who wants to look at the glare analysis study it is available in the Town Clerks office, Monday through Friday 9-4. Supervisor Stewarts closed the Public Hearing to oral comments but kept it open for written comments until April 12, 2024.

MINUTES: For review and approval

RESOLUTION 89 -2024 – Minutes

Upon motion by Councilor Walbridge, second by Councilor Johnston the following resolution was

ADOPTED Ayes 5 Johnston, Stewart, Taylor, Walbridge, Maguire

Nays 0

ADUPLIED Ayes 3 Johnston, Stewart, Taylor, Walbridge, Maguire
Nays 0
Approval of March 13, 2024 Executive Session Minutes

Reports:

RESOLUTION 91-2024- Reports

Upon motion by Deputy Maguire, second by Councilor Taylor the following resolution was
ADOPTED Ayes 5 Stewart, Taylor, Johnston, Walbridge, Maguire

Nays 0

Resolved to approve the following reports

NYS Comptroller, Justice Court Fund- February 2024

OLD BUSINESS:

Road Posting

Superintendent Andrews states at this time the River and Low Road Signage posting
regarding no thru truck traffic will be staying up. It will be readdressed in the future.

Malone Golf Club

SUPERVISORS REPORTS:

RESOLUTION 92-2024- MCF Physicals

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

ADOPTED Ayes 5 Stewart, Maguire, Johnston, Walbridge, Taylor

Nays 0

Permission for Supervisor Stewart to sign MCF Physicals for Brandon Szkotak and to add the
Franklin County Self Insurance Plan.

RESOLUTION 93-2024- Budget Authorization

Upon motion made by Deputy Maguire seconded by Councilor Johnston the following resolution
was

ADOPTED Ayes 5 Stewart, Maguire, Johnston, Walbridge, Taylor

Nays 0

Permission for Supervisor Stewart to sign Budget Authorization for Variance Request and 2024
Monitoring Task Order.

BOARD MEMBER/COMMITTEE ITEMS:

Councilor Johnston stated he is getting excited about the Border Hounds season as it is
approaching fast, he is very proud to see what they have brought to this town. The committee is
expanding many new things for the field such as bleachers and getting houses ready for the
players. Johnston states the Empire League is now getting sponsored by Major League Baseball,
so it will bring in so many opportunities for the players and members of the community.

Johnston thanks everyone involved with getting everything ready and making this happen for the
second year in a row.

Councilor Walbridge states he wants to congratulate Supervisor Stewart on the award she
received at the Elks Lodge last week, she truly deserved that reward. Walbridge thanks her for
everything she has done and continues to do for the town.

SUPERINTENDENT OF HIGHWAY REPORTS:

Superintendent Andrews states he has some of the crew working on the Bloomer Road again, the
road is coming along good. Andrews states we have gotten incredibly lucky with the weather we
have been having, my crew is 2 ½ months ahead on this project due to the weather. He stated he

as the current two town highway owns currently are not in the best shape and it is getting hard to be able to find parts for the mowers. Andrews did receive 6 quotes on roadside mowers and the best quote is from Tiger Ditch Bank Mowers at \$14,000 apiece.

RESOLUTION 94-2024- Two Roadside Mowers

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

ADOPTED Ayes 5 Stewart, Maguire, Johnston, Walbridge, Taylor

Nays 0

Permission to purchase tow roadside Mowers at the price of \$14,999.00 a piece from Tiger Ditch Bank Mowers using proceeds from the auction.

CORRESPONDENCE:

From NYS Ag & Markets: Dog Control Officer Inspection report “Satisfactory”

From Charter Communications: Changes to Lineup

RESOLUTION 95-2024- Court Clerk Training

Upon motion made by Councilor Taylor seconded by Councilor Walbridge the following resolution was

ADOPTED Ayes 5 Stewart, Maguire, Johnston, Walbridge, Taylor

Nays 0

Permission for two new Court Clerks to attend Clerk Core Training in Albany on May 8-11, all expenses paid by the town.

From NYS Homes and Community Renewal: Comprehensive Monitoring Report NYS

CDBG Project #689HR313-19.

From Ryan M. Luppino, Barton and Loguidice: Franklin County Legislature

establishing lead agency for Franklin County Multi-Use Recreational Trail System Project.

Response due by April 29, 2024.

NEW BUSINESS:

RESOLUTION 96-2024- Journal Entry

Upon motion made by Councilor Johnston seconded by Councilor Walbridge the following resolution was

ADOPTED Ayes 5 Stewart, Maguire, Johnston, Walbridge, Taylor

Nays 0

Permission for Budget Officer to make the following Journal Entry as per Comptroller Notice for February 2024 from A690 Clearinghouse \$8,944.50 to A980 Revenues \$8,944.50 (A2610 court fines & fees).

RESOLUTION 97-2024- Journal Entry

Upon motion made by Councilor Johnston seconded by Councilor Walbridge the following resolution was

ADOPTED Ayes 5 Stewart, Maguire, Johnston, Walbridge, Taylor

Nays 0

Permission for the Budget Officer to make the following Journal Entries pertaining to Auction Sale of Code Vehicle- Increase revenue in Part Town General Fund (B510) by \$9,200.00 (B2655 Sale of Equipment) Increase expenditures (B960) by \$9,200.00 (B3620.0 Safety Inspection Equipment).

resolution was

ADOPTED Ayes 5 Stewart, Maguire, Johnston, Walbridge, Taylor

Nays 0

Permission to enter executive session at 7:13 p.m.

RESOLUTION 99-2024- Exit Executive Session

Upon motion made by Supervisor Stewart seconded by Deputy Maguire the following resolution was

ADOPTED Ayes 5 Stewart, Maguire, Johnston, Walbridge, Taylor

Nays 0

Permission to exit executive session at 7:37 p.m.

BILLS FOR AUDIT & PAYMENT:

Batch No. 1410

Voucher Nos. 253-296

General Fund (A)

\$30,904.96

Part Town General Fund (B)

556.91

Highway Outside (DB)

649.55

Highway Townwide (DA)

6,377.92

Trust & Agency (T)

1,273.94

GRAND TOTAL

\$39,763.28

RESOLUTION 100-2024 Bills

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

ADOPTED Ayes 5 Stewart, Johnston, Taylor, Walbridge, Maguire

Nays 0

Resolved to pay the bills listed.

RESOLUTION 101-2024 Adjourn

Upon Motion of Councilor Walbridge and seconded by Supervisor Stewart the following resolution

Was ADOPTED Ayes 5 Stewart, Johnston, Taylor, Walbridge, Maguire

Nays 0

The next Regular Board Meeting will be on April 10, 2024 at 6:00 p.m., preceded by the IDA meeting at 5:45 p.m. at 27 Airport Rd. Malone, NY 12953.

RESPECTFULLY SUBMITTED,

Abby Monica, Town Clerk

March 2024

Daily-Verified AWOS online

Mar 1- farmer's lease email

- Solar farm emails
- eNOTAM outage email
- FOIL email

Mar 2- inspected the airport

Mar 4- phone call from pilot; not able to purchase fuel, QT Pod is "Offline"

- Phone call w/Denice about same
- Solar farm email
- World Fuel Services email

Mar 5- RWY 32 landings email

- Fence gate locations email
- Attended monthly meeting w/Passero
- Fuel pricing emails

Mar 6- inspected the airport

- Installed eclipse signs in Pilot's lounge
- Globalair.com email

Mar 7- eclipse emails from Boston District Air Traffic Controllers

Mar 8- inspected the airport

- Meeting w/Denice about hangar 14 rental (not at this time) no reason given
- Meeting w/Denice about Passero renewing contract

Mar 9- monitor snowfall amounts

Mar 10- monitor snowfall amounts

Mar 11- monitor snowfall amounts

- Phone call w/Mike A about the snowfall
- Issued NOTAM closing the airport
- Emails about same
- Updated our fuel prices on GlobalAir.com
- TWY A and Fence project emails

Mar 12- fuel pricing emails

- GlobalAir.com email
- Fence email

Mar 13- fence bid email

- Reviewed 412 pages of bid sheet plans
- Observed and closed broken door at hangar 14
- Inspected the airport
- Attended Town Board meeting
- Inspected the beacon

Mar 14- inspected the airport

- Verified QT Pod on line
- Verified AWOS on air and on line

Mar 17- monitored snowfall amounts

Mar 18- monitored snowfall amounts

- E-Notam maintenance email

Mar 19- monitored snowfall amounts

- Fuel pricing emails
- Instrument flight procedures email
- TWY A rehab emails
- Fence emails

Mar 20- Monitored snowfall amounts

- Inspected the airport
- Measured snow on tarmac
- Re-set the AWOS
- Phone call w/Dave Moore about 110' tower to be built
- Eclipse email from FAA ATC

Mar 21- monitored snowfall amounts

- Inspected the airport
- Measured snow on tarmac
- Meeting w/Dave Moore and Mike McMahon about 110' tower on Creighton Rd.
- Phone call w/Kent Fields about fence project

Mar 22- inspected the airport

- Monitored snowfall amount

Mar 23- monitored snowfall amount

- Phone call w/Mike A about snow on runways
- Issued NOTAM closing airport
- Emails about same
- Phone call w/Mike about the plowing
- Cancelled NOTAM, RWYS cleared of snow
- Emails about same
- GlobalAir.com email

Mar 24- inspected the airport

- Verified AWOS on air and on line
- Verified QT Pod online

Mar 25- E-NOTAM maintenance email

Mar 26- fuel pricing emails

- Inspected the airport
- Passero emails

Mar 27- inspected the airport

- Inspected the beacon
- Pre-bid meeting emails
- Fence bottom emails
- Attended Town Board meeting
- Brief meeting w/Jody J about fence bottom

Mar 28- attended pre-bid meeting w/Contractors

- Meeting w/Mary Kay about upcoming projects

Mar 31- inspected the airport

- Verified AWOS on air and on line
- Verified QT Pod on line
- Monthly phone meeting email

**Town of Malone
Code Office**

Monthly Report for: March 2024

Permits Issued: 16

Building: 4 New Homes & Septic

Camps: 1-Deer Camp, Limekiln Rd

Signs: 1

Burn Permits: 9

Other: 1 Addition, Moors Farm

Renovation: 1

Deck: None

Garage: None

Septic: 3

Roof: None

Shed: None

Total Permit fees collected: \$1,703.00

Inspections:

Commercial: None

Residential: None

Construction Site Visits: 25

Temporary Certificate of Occupancy/Compliance: None

Certificate of Occupancy: None

Annual Fire & Building: None

Septic: 3

Other: None

Complaint Site Visits: 2-Shears Road, Route 37

Zoning Code and Construction Inquiries: None

Variance: None

Fire Calls: 2, 180 Elm Street, Elbow Street

Complaints: Route 37, Shut off water

Other:

Code Issues:



Michael McMahon

Code Officer

Town of Malone
Miscellaneous Cash Report
For Transaction Type: Code Office
For: All Fee Types
Date Range: 03/01/2024 to 03/31/2024

Transaction Type	Fee Type	Receipt #	Date	Customer	Qty	Total
Code Office	Burn Permit ✓	002753	03/08/2024		1	\$20.00
Code Office	Building Permits	002754	03/12/2024	Charland, Kristopher State Route 11 Malone, NY 12953	1	\$100.00
Code Office	Building Permits	002755	03/12/2024	Moore, David 3107 State Route 11 Malone, NY 12953	1	\$86.00
Code Office	Burn Permit ✓	002756	03/14/2024	Gadway, Cindy 744 County Route 41 Malone, NY 12953	1	\$20.00
Code Office	Building Permits	002757	03/18/2024	Laricca, Larry 15275 State Route 30 Malone, NY 12953	1	\$202.00
Code Office	Burn Permit ✓	002758	03/18/2024	Spaulding, Kathy 14858 State Route 30 Malone, NY 12953	1	\$20.00
Code Office	Burn Permit ✓	002759	03/18/2024	Layhee, Charles 364 Goodman Road Malone, NY 12953	1	\$20.00
Code Office	Building Permits	002760	03/19/2024	Sanchez, Tom 22455 Colonial Manor Road Malone, NY 12953	1	\$173.00
Code Office	Building Permits	002761	03/19/2024	Gokey, Nicholas Frank 24 William Street Malone, NY 12953	1	\$730.00
Code Office	Burn Permit ✓	002762	03/20/2024	Willett, Robert 13281 State Route 30 malone, NY 12953	1	\$20.00
Code Office	Burn Permit ✓	002763	03/21/2024	Cox, John 18 Whitten Road Malone, NY 12953	1	\$20.00
Code Office	Burn Permit ✓	002764	03/22/2024	Fredricks, Francios 558 County Route 41 Malone, NY 12953	1	\$20.00
Code Office	Burn Permit ✓	002765	03/26/2024	Robbins, Steven 15186 State Route 30 N Malone, NY 12953	1	\$20.00
Code Office	Building Permits	002766	03/27/2024	Rabideau, Roy 240 Ethan Allen Hwy Milton, VT 05468	1	\$102.00
Code Office	Burn Permit ✓	002767	03/28/2024	Learned, Richard 774 Webster Street Road Malone, NY 12953	1	\$20.00
Code Office	Building Permits	002769	03/28/2024	Charland, Laura 15040 State Route 30 Malone, NY 12953	1	\$130.00

Total Quantity: 16
Grand Total: \$1,703.00

REMO

Justice Information

Municipal Name	Town of Malone
Justice ID	1635000
Justice Number	381
Justice Name	June Fisher

Thank you for submitting your monthly Justice Report. You will receive an email with the status of your report. Please print and retain this page for your records as confirmation of your filing.

Submission Log

04/02/2024 12:47:48 PM / June Fisher / Town of Malone / Submitted Document

Report Certification

Date Filed	04/02/2024
Report Period	03/2024
Report Amount	\$9,211.00
Date Check Sent to CFO	04/02/2024
AC-1030 Report File	AC240316.381

RECEIVED

APR 02 2024

TOWN OF MALONE

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

COPY

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953
County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSL&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
ADJUSTMENT	MISC_ADJUS Adj Entry 23050191 MISC_CIVIL				-157.00	0.00	-93.00
CIVIL FEE	Misc Civil Fees IB4IHKVIF1 VTL 306 B NO INSP CERT			CIVIL FEE	0.00	50.00	0.00
Hebert, Jeremy J.		01/04/24	8	Dism/Corrected			
Sokolowski, David T.	PL 120.14 01 MENACTNG 2ND	03/04/24	4	Arraign for other Ct			
Sokolowski, David T.	PL 120.14 01 MENACTNG 2ND	03/04/24	4	Arraign for other Ct			
Sokolowski, David T.	PL 145.05 02 CRIM MISCHIEF-3	03/04/24	4	Arraign for other Ct			
Sokolowski, David T.	PL 265.02 01 CRIM POS WEAP-3	03/04/24	4	Arraign for other Ct			
Sokolowski, David T.	PL 220.03 CPCS-7	03/04/24	4	Arraign for other Ct			
Mclean, Lorne	VTL 2407 4 ATV EQUIP VIOL	03/03/24	3	Arraign for other Ct			
SNYDER, JESSE		03/07/23	0				
Evans, Cody R.	IB43GRSJBZ VTL 503 Termin of Suspen Fee	05/23/23	0	State Fees	0.00	70.00	0.00
Labrake, Heather L.	IB44GVNRZ6 VTL 402 IBI DIRTY COV PLATE	06/19/23	0	Fine/fee	20.00	0.00	0.00
Allen, Shirlee M.	IB46FGXX28 VTL 1214 VIO MISC RULES	05/24/22	0	Fine/fee	0.00	0.00	40.00
STUKES, DANIELLE D.	PL 220.03 CPCS-7	06/30/19	0	CD/FINE/SCH	0.00	0.00	100.00

Total this page: -137.00 120.00 47.00
Total carried forward: -137.00 120.00 47.00

Signature:  Date: 4/2/2024
Town Justice

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953
County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
MARSHALL, JORDAN E.	PL 220.39 01 CSCS-3	08/15/23	5	Dismissed/Covered			
MARSHALL, JORDAN E.	PL 220.16 01 CPCS-3	08/15/23	5	Reduced to:			
MARSHALL, JORDAN E.	PL 220.03 CPCS-7	08/15/23	5	Probation	500.00	50.00	205.00
MARSHALL, JORDAN E.	PL 123824						
Sealed 160.50	ECL 11-0107 02 FISH/WLDLFE VIO	06/14/22	17	Dism'd CPL170.55 ACD			
Sealed 160.50	PL 120.00 02 ASSAULT-3	08/29/19	8	Dism'd CPL170.55 ACD			
Sealed 160.50	.124211						
Sealed 160.50	PL 240.26 01 HARRASSMENT 2ND	07/12/22	7	Dism'd CPL170.55 ACD			
Sealed 160.50	.124123						
Sealed 160.50	PL 240.26 01 HARRASSMENT 2ND	06/26/22	26	Dism'd CPL170.55 ACD			
Sealed 160.50	.123828						
Sealed 160.50	PL 240.26 01 HARRASSMENT 2ND	06/20/22	26	Dism'd CPL170.55 ACD			
Sealed 160.50	.124683						
Sealed 160.50	PL 140.15 CRIM TRESPASS 2	08/31/22	6	Dism'd CPL170.55 ACD			
Sealed 160.50	.124684						
Sealed 160.50	PL 121.11 OBSTRUCT BREATH	08/31/22	6	Dism'd CPL170.55 ACD			
Sealed 160.50	.123402						
Sealed 160.50	PL 145.00 01 CRIM MISCHIEF-4	05/02/22	10	Reduced to:			
Sealed 160.50	.123402						
Sealed 160.50	PL 145.00 CRIM MISCHIEF-4	05/02/22	10	Dism'd CPL170.55 ACD			
Sealed 160.50	.120900						
Sealed 160.50	PL 240.26 03 HARRASSMENT 2ND	07/02/21	5	Dism'd CPL170.55 ACD			
Sealed 160.50	.125311						
Sealed 160.50	PL 190.05 01 ISS BAD CHECK	10/24/22	16	Dism'd CPL170.55 ACD			

Total this page: 500.00 50.00 205.00
Total brought forward: -137.00 120.00 47.00
Total carried forward: 363.00 170.00 252.00

Signature:  Date: 02/21/2024

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953
County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
.126987	PL 240.26 HARASSMENT 2ND	11/04/22	10	Dism'd CPL170.55 ACD			
Sealed 160.50	IB48HN1007						
	VTL 306 B						
	NO INSP CERT	01/24/24	2	Fine/fee	27.00	0.00	93.00
Travers, Shawn M.	IB42587DWB						
	VTL 306 B						
	NO INSP CERT	01/23/16	0	Fine/fee	0.00	0.00	25.00
FERRIERO, CANDACE L.	IB42H9RH13						
	VTL 375 31						
	MUFLER VIOL	10/20/23	0	Fine/fee	20.00	0.00	0.00
Pesko, Sean C.	IB42H9RH4Q						
	VTL 375 12A2						
	NO SAFETY GLASS	10/20/23	0	Fine/fee	0.00	0.00	30.00
Pesko, Sean C.	IB48G42SR4						
	VTL 375 31						
	MUFLER VIOL	11/19/22	7	Fine/fee	37.00	0.00	63.00
Clark, Angelica C.	IB48H0DMDV						
	VTL 1180 B						
	Speeding 73/55	07/24/23	7	Fine/fee	157.00	0.00	93.00
Casner, Chelsea L.	IB47HHW08W						
	VTL 375 2A1						
	VIOL-LIGHTS	12/16/23	7	Fine/fee	27.00	0.00	63.00
Stevens, Elizabeth K.	IB41DD0J6B						
	VTL 306 B						
	NO INSP CERT	07/19/21	8	Fine/fee	107.00	0.00	93.00
Lannica, Matthew H.	IB21FBHHM7						
	VTL 402 1						
	NUM PLATE VIO	04/12/22	8	Fine/fee	107.00	0.00	93.00
Lannica, Matthew H.	IB42G7BHH9						
	VTL 1128 A						
	LANE VIOLATION	12/20/22	25	Fine/fee	50.00	0.00	0.00
Berney, John H.	IB44F9Q79C						
	VTL 503						
	Termin of Suspen Fee	04/05/22	0	State Fees	0.00	70.00	0.00
Paiment, Megan R.	IB44HHZJ3K						
	VTL 306 B						
	NO INSP CERT	12/17/23	7	Fine/fee	37.00	0.00	93.00
Blow, Ernest E.	PL 120.00 01						
	ASSAULT 3						
		11/10/23	28	Dismissed/Covered			

Total this page: 569.00 70.00 646.00
 Total brought forward: 363.00 170.00 252.00
 Total carried forward: 932.00 240.00 898.00

Signature:  Date: 4/2/2024
Town Justice

TOWN OF MALONE JUSTICE COURT

ID#: 1635000381F

Justice Name: JUNE A FISHER
 Malone Town Offices
 Malone, NY 12953

Monthly Report for March, 2024
 Form AC-1030(sei)

County: Franklin
 Phone: (518) 481-6634

Defendant Name Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines, Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
Fisher, Thomas L.	PL 260.10 ENDAN WEL CHILLD	09/13/19	13	Dismissed/Covered			
Fisher, Thomas L.	PL 130.52 FORCIBLE TOUCH	09/13/19	13	JAIL/PROBATION	250.00	100.00	205.00
Fisher, Thomas L.	1B42GT8CLN VTL 1225 D 1 VIOL MISC RULES	06/06/23	13	Fine/fee	107.00	0.00	93.00
Gonyeau, Edward L.	1B40GLR9HX VTL 306 B NO INSP CERT	04/06/23	13	Fine/fee	37.00	0.00	43.00
Demers, Dorothy A.	1B48HKVFHG VTL 306 B NO INSP CERT	01/04/24	13	Fine/fee	37.00	0.00	93.00
Clement, Chad A.	1B47HM50SZ VTL 1229 C 3 SEAT BELT VIOL	01/16/24	14	Fine/fee	37.00	0.00	93.00
Crompt, John J.	1B48HKVVQM VTL 306 B NO INSP CERT	01/04/24	14	Fine/fee	27.00	0.00	93.00
Tartbell, Jordan M.	1B43HPMXW0 VTL 1180 B Speeding 72/55'	02/08/24	14	Reduced to:			
Tartbell, Jordan M.	1B43HPMXW0 VTL 1214 VIO MISC RULES	02/08/24	14	Fine/fee	57.00	0.00	93.00
STEVENS, MELINDA A.	PL 155.25 PETIT LARCENY	07/27/22	6	Dismissed/Covered			
STEVENS, MELINDA A.	1B41CXBCS3 VTL 402 1 NUM PLATE VIO	03/13/21	6	Dismissed/Covered			
Fraser, Keeley J.	M702HJGM3 VTL 1111 D1 TRAF DEV VIOL	12/22/23	14	Fine/fee	157.00	0.00	93.00
Reed, Thomas M.	1B12HKZTVP VTL 306 B NO INSP CERT	01/05/24	14	Fine/fee	37.00	0.00	93.00
Bell, Amber M.	MV06GH66TF VTL 375 2A1 VIOL-LIGHTS	03/04/23	14	DISM PLED IN COUNTY			

Total this page: 746.00 100.00 899.00
 Total brought forward: 932.00 240.00 898.00
 Total carried forward: 1678.00 340.00 1797.00

Signature:  Date: 4/2/24

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953

County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
Bell, Amber M.	MV06GH681C VTL 1128 A LANE VIOLATION	03/04/23	14	DISM PLED IN COUNTY			
Bell, Amber M.	MV06GH68PT VTL 306 B NO INSP CERT	03/04/23	14	DISM PLED IN COUNTY			
Bell, Amber M.	MV06GH68XP VTL 511 1A AGG UNLIC OPER3	03/04/23	14	DISM PLED IN COUNTY			
Bell, Amber M.	MV06GH693H VTL 511 2A4 UNLIC OPERATION	03/04/23	14	DISM PLED IN COUNTY			
STEWART, JENNIFER	PL 175.05 FALS BUS REC-2	11/02/22	0	FINE/PROBATION	100.00	PARTIAL 0.00	0.00
Russell, Marissa L.	IB20G4CCRF VTL 509 1 UNLIC DRIVER	11/22/22	15	Dismissed/Covered			
Russell, Marissa L.	IB20G4CCSLR VTL 1225 D 1 VIOL MISC RULES	11/22/22	15	Dismissed/Covered			
Russell, Marissa L.	IB44H0KT5V VTL 509 1 UNLIC DRIVER	07/26/23	15	Dismissed/Covered			
Russell, Marissa L.	IB44H0KT9W VTL 511 2A2 UNLIC OPERATION	07/26/23	15	Dismissed/Covered			
Russell, Marissa L.	IB44H0KTJF VTL 1225 C 2A VIOL MISC RULES	07/26/23	15	Dismissed/Covered			
Gratton, Dylan J.	IB47C98171 VTL 402 1 NDUM PLATE VIO	09/15/20	15	Fine/fee	27.00	0.00	93.00
BARTON, JOHN	PL 155.25 PETIT LARCENY	04/05/22	0	FINE/PROBATION	30.00	PARTIAL 0.00	0.00
Downer, Madilyn G.	IB26H73448 VTL 1180 D Speeding 50/30	09/25/23	13	Reduced to:			

Total this page: 157.00 0.00 93.00
Total brought forward: 1678.00 340.00 1797.00
Total carried forward: 1835.00 340.00 1890.00

Signature:  Date: 4/2/2024
Town Justice

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953
County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
Downer, Madilyn G.	1B26H73448	09/25/23	13	Fine/fee	107.00	0.00	93.00
	VTL 1214						
	VIO MISC RULES						
	1B40HPMBXG						
Stemmer, April L.	VTL 375 31	02/08/24	14	Fine/fee	37.00	0.00	63.00
	MUFFLER VIOL						
	B1059X5CV4						
Martin, Lora L.	VTL 511 1	08/27/19	0	CD/FINE/SCH	147.00	0.00	93.00
	AGGR UNLIC OP 3						
	S704GTLJMZ						
Sweet, Michael L.	VTL 511 A 1	06/09/23	0	Fine/fee	0.00	0.00	30.00
	FAC AGG UNLIC OPER3						
	S704HJLDDC						
Roberts, Samantha L.	VTL 306 B	12/23/23	18	Fine/fee	37.00	0.00	93.00
	NO INSP CERT						
Roberts, Samantha L.	S704HJLJQ	12/23/23	18	Fine/SC	57.00	0.00	93.00
	VTL 509 1						
LANGDON, DARRYL R.	PL 120.00	09/06/22	13	Dismissed/Covered			
	ASSAULT-3						
LANGDON, DARRYL R.	PL 155.25	09/06/22	13	Dismissed/Covered			
	PETT LARCENY						
Barney, Logan A.	1B45HM4RWD	01/16/24	18	Fine/fee	47.00	0.00	93.00
	VTL 306 B						
Barney, Logan A.	NO INSP CERT	01/16/24	18	Dismissed/Covered			
	1B45HM4S4M						
Donahue, Kathryn J.	VTL 511 1A	05/09/23	18	Fine/fee	57.00	0.00	93.00
	AGG UNLIC OPER3						
Donahue, Kathryn J.	B201GQ8LHS	12/28/22	18	Fine/fee	107.00	0.00	93.00
	VTL 402 1B1						
Donahue, Brandon J.	DIRTY COV PLATE	07/01/23	0	Fine/fee	0.00	0.00	25.00
	1B44G8PZF						
Cizan, Rachel	VTL 402 1B1	02/26/22	0	Fine/fee	50.00	0.00	0.00
	DIRTY COV PLATE						
Cizan, Rachel	PL 205.20	07/01/23	0	Fine/fee	0.00	0.00	25.00
	CNTRABND PRIS-2						
Homan, Roxann V.	S703F5N03Z	02/26/22	0	Fine/fee	50.00	0.00	0.00
	VTL 1180 D						
Homan, Roxann V.	Speeding 60/40	02/26/22	0	Fine/fee	50.00	0.00	0.00
	Speeding 60/40						

Total this page: 646.00 0.00 769.00
 Total brought forward: 1835.00 340.00 1890.00
 Total carried forward: 2481.00 340.00 2659.00

Signature:  Date: 

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953
County: Franklin
Phone: (518) 481-6634

Defendant Name of Title of Action	TSE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
Gibson, Leonard D.	S704GWXPFS VTL 306 B NO INSP CERT	07/01/23	18	Fine/fee	37.00	0.00	93.00
Ormsby, Cassandra	1B43DVWNLC VTL 306 B NO INSP CERT	12/06/21	0	Fine/fee	0.00	PARTIAL 0.00	25.00
Orbegozo, Gabriel	1B42HGN10L VTL 1140 A RT OF WAY VIOL	12/05/23	15	Fine/fee	87.00	0.00	93.00
Sealed 160.50	.130690 S703HRORF0 VTL 375 2A3 VIOL-TAIL LAMPS	02/21/24	18	Dism/Corrected			
Sealed 160.50	.130597 1B42HQ1B55 VTL 1180 D Speeding 49/30	02/12/24	15	Dism/PER DA			
Sealed 160.50	.130668 1B42HQLRNV VTL 375 40B NO STOP LAMPS	02/17/24	11	Dism/Corrected			
Sealed 160.50	.130755 M701HR6PR2 VTL 375 31 MUFFLER VIOL	02/23/24	7	Dism/Corrected			
Armstrong, Thomas E.	2B47DTDZ56 VTL 1229 C3 SEAT BELT VIOL	11/22/21	0	Fine/fee	1.00	FINAL 0.00	0.00
Armstrong, Thomas E.	2B47DTDZXS VTL 1229 C2B SEAT BELT VIOL	11/22/21	0	Fine/fee	0.00	PARTIAL 0.00	68.00
Allen, Courtney A.	PL 220.03 CPCS-7	03/08/24	21	Trans. Co.Ct.			
Allen, Courtney A.	PL 195.05 OBS GOVT ADMN 2	03/08/24	21	Trans. Co.Ct.			
Allen, Courtney A.	PL 220.16 12 CPCS-3	03/08/24	21	Trans. Co.Ct.			
Allen, Courtney A.	PL 220.16 01 CPCS-3	03/08/24	21	Trans. Co.Ct.			
Labombard, Marie J.	1B48HH70X4 VTL 401 1A REGISTRATN VIO	12/10/23	19	Fine/fee	37.00	0.00	93.00

Total this page: 162.00 0.00 372.00
Total brought forward: 2481.00 340.00 2659.00
Total carried forward: 2643.00 340.00 3031.00

Signature:  Date: 4/2/2024
Town Justice


TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(set)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953
County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
Mayer, Jacob P.	8B13HDMFVP VTL 1110 A DIS TRFC DEVICE	11/16/23	19	Fine/fee	107.00	0.00	93.00
SUNDERLAND, LACEY A.	PL 158.15 WELFARE FRD 3RD	08/02/22	22	Trans. Co.Ct.			
SUNDERLAND, LACEY A.	PL 155.35 GRAND LARCENY 3	08/02/22	22	Trans. Co.Ct.			
SUNDERLAND, LACEY A.	PL 175.35 FILE ELS INST-1	08/02/22	22	Trans. Co.Ct.			
Gardner, Jonathan W.	IB44HQ7DHS VTL 1110 A DIS TRFC DEVICE	02/14/24	22	Fine/fee	107.00	0.00	93.00
Koda Jr, Edward	PL 195.05 OBS GOVT ADMN 2	03/07/24	22	Trans. Co.Ct.			
Koda Jr, Edward	PL 205.30 RESIST ARREST	03/07/24	22	Trans. Co.Ct.			
Koda Jr, Edward	PL 215.40 TAMP-PHYS EVD	03/07/24	22	Trans. Co.Ct.			
Koda Jr, Edward	PL 220.16 12 CPCS-3	03/07/24	22	Trans. Co.Ct.			
Koda Jr, Edward	PL 220.16 01 CPCS-3	03/07/24	22	Trans. Co.Ct.			
Koda Jr, Edward	P163HSN8P4 VTL 1163 D TURN SIGNAL VIO	03/07/24	22	Trans. Co.Ct.			
Comstock, Damien R.	P163HFQW7V VTL 306 B NO INSP CERT	11/26/23	13	Dismissed/Covered			
Comstock, Damien R.	P163HFQW9D VTL 401 1A REGISTRATN VIO	11/26/23	13	Dismissed/Covered			
Comstock, Damien R.	P163HFQWBW VTL 402 4 NUM PLATE VIOL	11/26/23	13	Dismissed/Covered			

Total this page: 214.00 0.00 186.00
Total brought forward: 2643.00 340.00 3031.00
Total carried forward: 2857.00 340.00 3217.00

Signature:  Date: 4/2/2024

Town Justice

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F

Justice Name: JUNE A FISHER

Malone Town Offices
Malone, NY 12953

County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
Comstock, Damien R.	P163HFQWH6 VTL 319 1U	11/26/23	13	Dismissed/Covered			
	INSURANCE VIOL						
Comstock, Damien R.	P163HFQVZS VTL 375 2A1	11/26/23	13	Dismissed/Covered			
	VIOL-LIGHTS						
Comstock, Damien R.	P163HFQW69 VTL 375 40B	11/26/23	13	Dismissed/Covered			
	NO STOP LAMPS						
Jeror, Lorie L.	IB12HKZNHV VTL 1180 D	01/05/24	25	Reduced to:			
	Speeding 52/30						
Jeror, Lorie L.	IB12HKZNHV VTL 1110 A	01/05/24	25	Fine/fee	107.00	0.00	93.00
	DIS TRFC DEVICE						
Haynes, Cory F.	S703HJ6NRB VTL 306 B	12/19/23	20	Fine/fee	47.00	0.00	93.00
	NO INSP CERT						
Hoohey, James W.	IB40HDDGCRM VTL 1180 B	11/14/23	20	Reduced to:			
	Speeding 85/55						
Hoohey, James W.	IB40HDDGCRM VTL 1110 A	11/14/23	20	Fine/fee	107.00	0.00	93.00
	DIS TRFC DEVICE						
Casner, Ernest J.	IB20FT6SJ0 VTL 1225 C 2A	08/28/22	0	Fine/fee	100.00	0.00	0.00
	VIOL MISC RULES						
Bouchard vs. Shepard	CIVIL Summary Proceeding		25		0.00	20.00	0.00
	IB44H9G8M6						
Dustin, Shane D.	VTL 402 1A NO LIC PLATE	10/17/23	25	Fine/fee	57.00	0.00	93.00
	M702CHN041 VTL 503						
Wrye, Zacherie E.	Termin of Suspen Fee	11/14/20	0	State Fees	0.00	210.00	0.00
	8B10HH03CW TL 140 2CH						
Criss, Brian L.	SAFETY VIOL	12/08/23	25	FINE	250.00	0.00	0.00
	IB46HQ181Z VTL 1180 D						
Hamdan, Mohammad M.	Speeding 50/30	02/12/24	23	Fine/fee	157.00	0.00	93.00

Total this page: 825.00 230.00 465.00
 Total brought forward: 2857.00 340.00 3217.00
 Total carried forward: 3682.00 570.00 3682.00

Signature:  Date: 


TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953
County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
Bell, Amber M.	M701GD9SBH VTL 375 12A2 NO SAFETY GLASS	02/05/23	26	DISM PLED IN COUNTY			
Bell, Amber M.	M701GD9SS5 VTL 511 2A2 UNLIC OPERATION	02/05/23	26	DISM PLED IN COUNTY			
Coates, Brandon A.	PL 221.05 POSS MARIJUANA	06/21/19	27	Fine/fee	25.00	0.00	15.00
Bourdon, Mark J.	IB48H65JMB VTL 306 B NO INSP CERT	09/16/23	0	Fine/fee	27.00	0.00	43.00
Bourdon, Mark J.	IB48H65JS9 VTL 402 1A NO LIC PLATE	09/16/23	0	Fine/fee	0.00	0.00	5.00
Mintch, Steven J.	IB44HHZLLJ VTL 306 B NO INSP CERT	12/17/23	27	Fine/fee	57.00	0.00	93.00
Mintch, Steven J.	IB44HHZLP1 VTL 375 31 MUFFLER VIOL	12/17/23	27	Fine/fee	37.00	0.00	63.00
Dupra, Jessica L.	IB46DMB6K0 VTL 306 B NO INSP CERT	09/26/21	27	Fine/fee	37.00	0.00	93.00
Bartell, Owen R.	S704HJL4H6 VTL 1213 A VIO MISC RULES	12/23/23	27	Fine/fee	67.00	0.00	93.00
CROWLEY, ERICH B.	PL 155.25 PETT LARCENY	12/04/18	0	JAIL/PROBATION	0.00	0.00	25.00
Wood, Destini H.	IB45C15IH3 VTL 509 1 UNLIC DRIVER	07/01/20	0	Fine/fee	0.00	0.00	47.00
Avery Durant, Sierrah J.	IB42HBX3MD VTL 1180 E Speeding	10/31/23	26	Fine/fee	107.00	0.00	93.00
Andrews, Ryan J.	IB48B4XG09 VTL 375 31 MUFFLER VIOL	10/29/19	1	Fine/fee	0.00	140.00	0.00
Korpi, Michael M.	IB41HH0JCP VTL 306 B NO INSP CERT	12/08/23	28	Fine/fee	37.00	0.00	93.00

Total this page: 394.00 140.00 663.00
Total brought forward: 3682.00 570.00 3682.00
Total carried forward: 4076.00 710.00 4345.00

Signature:  Date: 4/2/2024

Town Justice

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953

County: Franklin
Phone: (518) 481-6634

Defendant Name Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
Korpi, Michael M. .129853	IB41HH01FP VTL 375 31 MUFELER VIOL	12/08/23	28	Fine/fee	17.00	0.00	63.00
Sealed 160.50 .129854	IB41HH01N1 VTL 306 B NO INSP CERT	12/08/23	11	DIMSS FAIL TO PROS			
Sealed 160.50 .130190	IB41HH01RJ VTL 1180 D Speeding 57/30	12/08/23	11	DIMSS FAIL TO PROS			
Sealed 160.50 .129756	IB12HL02M7 VTL 1180 D Speeding 54/30	01/05/24	6	WITHDRAWN PER DA			
Sealed 160.50 .130780	IB41HGCC1D VTL 375 40 VEH EQUIP VIOL	12/02/23	7	Dism/Corrected			
Sealed 160.50 .130898	IB43HR6DQC VTL 306 B NO INSP CERT	02/23/24	7	Dism/Corrected			
Sealed 160.50 .130697	IB45HRK1A0 VTL 375 40B NO STOP LAMPS	02/26/24	15	Dism/Corrected			
Sealed 160.50 .130583	M701HQW7H6 VTL 306 B NO INSP CERT	02/20/24	7	Dism/Corrected			
Sealed 160.50 .130560	IB42HPTR3G VTL 306 B NO INSP CERT	02/10/24	7	Dism/Corrected			
Sealed 160.50 .130757	IB42HPPNSZ VTL 306 B NO INSP CERT	02/09/24	7	Dism/Corrected			
Sealed 160.50 .130420	IB42HR1S76 VTL 375 2A1 VIOL-LIGHTS	02/21/24	7	Dism/Corrected			
Sealed 160.50 .130534	IB40HNG369 VTL 306 B NO INSP CERT	01/28/24	7	Dism/Corrected			
Sealed 160.50 .116237	IB40HPF7X3 VTL 401 1A REGISTRATN VIO	02/06/24	25	Dism/Inter Just-DA			
Sealed 160.50	IB42BWQGR1 VTL 511 1A AGG UNLIC OPER3	05/30/20	15	DIMSS FAIL TO PROS			

Total this page: 17.00 0.00 63.00
Total brought forward: 4076.00 710.00 4345.00
Total carried forward: 4093.00 710.00 4408.00

Signature:  Date: 4/8/2024
Town Justice

TOWN OF MALONE JUSTICE COURT

Monthly Report for March, 2024
Form AC-1030(sei)

ID#: 1635000381F
Justice Name: JUNE A FISHER
Malone Town Offices
Malone, NY 12953
County: Franklin
Phone: (518) 481-6634

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
.116238	1B42BWQHBG VTL 306 B NO INSP CERT	05/30/20	15	DIMSS FAIL TO PROS			
Sealed 160.50							
.130756	1B47HR3JXQ VTL 306 B NO INSP CERT	02/22/24	11	Dism/Corrected			
Sealed 160.50							

I certify that the above is a true and complete statement of civil fees earned and criminal cases completed before me during the calendar month of March, 2024

Total this page: 0.00
Total brought forward: 4093.00
Total for report period: 4093.00
Total brought forward: 710.00
Total for report period: 710.00
Total brought forward: 4408.00
Total for report period: 4408.00

Amount of enclosed check: \$9211.00

Signature:  Date: 4/2/2024

Town Justice

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Certified Copies	Marriage	4	40.00
	Conservation	Conservation	3	4.70
	Marriage Lic.	Marriage License Fee	6	105.00
	One Day Marriage Officant License	Marriage Officant License	1	25.00
		Sub-Total:		\$174.70
A2410	Hangar Rent	Monthly Rent	17	3,046.00
		Sub-Total:		\$3,046.00
A2544	65 Years Of Age or Older	65 Years Of Age or Older	5	130.00
	Dog Licensing	Female, Spayed	12	-96.00
		Female, Unspayed	29	340.00
		Male, Neutered	7	126.00
		Male, Unneutered	42	504.00
		Sub-Total:	4	72.00
B1603	Certified Copies	Death		Sub-Total:
		Genealogy	21	\$1,076.00
			1	210.00
		Sub-Total:		\$232.00
B2555	Building Permits	Building Permits	7	1,523.00
		Sub-Total:		\$1,523.00
B2590	Burn Permit	Burn Permit	9	180.00
		Sub-Total:		\$180.00
		Total Local Shares Remitted:		\$6,231.70
	Amount paid to: NYS Ag. & Markets for spay/neuter program			104.00
	Amount paid to: NYS Environmental Conservation			80.30
	Amount paid to: State Health Dep. For Marriage Licenses			135.00
	Total State, County & Local Revenues:			\$6,551.00
		Total Non-Local Revenues:		\$319.30

To the Supervisor:
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by the Town Clerk's Office, Town of Malone during the period stated above, in connection with my office, accepting only such fees and monies, the application of which are otherwise provided for by law.

 Supervisor
 Town Clerk
 Date: 4/3/24 Date: 4/1/24

RECEIVED
APR 05 2024
TOWN OF MALONE

Month: March 2024

NYS Ag & Markets	<u>104.00</u>
ENCON	<u>40.30</u>
Games of Chance	<u>0</u>
NYSDOH	<u>135.00</u>
Total:	<u>319.30</u>

Clerk A

Clerk B

	Certified Copies	Certified Copies
DEC	<u>4.70</u>	<u>Building Permits</u>
Marriage	<u>105.00</u>	<u>Burning Permits</u>
MISC	<u>25.00</u>	<u>Safety Inspections</u>
Hangar Rent	<u>3,046.00</u>	<u>Variance</u>
Wagering	<u>0</u>	
Dog License	<u>1,076.00</u>	
Transient Business	<u>0</u>	

Total Clerk A 4,296.70 Total Clerk B 1,935.00

Total Clerk A&B 6,231.70

Grand Total 6,551.00

From: 3/1/2024

To: 3/31/2024

DOG LICENSE MONTHLY REPORT

04/01/2024

Franklin

16

Send Copy To:

Animal Population Control

Abby Monica

Town of Malone

15

Town Clerk

LICENSE TYPES AND FEES

	Dogs	Yrs	Seniors	Unspay	Unpaid Statutory Fee (B)	Spayed Statutory Fee (C)	Local Fee (D)	Late Penalty (E)	Spayed Fee (F)	Unpaid Fee (G)
1. Spay/Neuter	71	71	10		NO FEE	@ 0.00 0.00	@ 12.00 764.00	5 @ 0.00 130.00	@ 1.00 71.00	NO FEE
2. Unspay/Unneut	11	11	2 11		@ 0.00 0.00	NO FEE	@ 18.00 182.00	0 @ 0.00 0.00	NO FEE	@ 3.00 33.00
3. Exemption	0	0			NO FEE	NO FEE	NO FEE	NO FEE	@ 0 0.00	@ 0 0.00
4. Purebred(1-10)	0	0	0		@ 0.00 0.00	@ 0.00 0.00	@ 50.00 0.00	@ 0.00 0.00	@ 1.00 0.00	@ 3.00 0.00
5. Purebred(11-25)	0	0	0		@ 0.00 0.00	@ 0.00 0.00	@ 75.00 0.00	@ 0.00 0.00	@ 1.00 0.00	@ 3.00 0.00
6. Purebred(26+)	0	0	0		@ 0.00 0.00	@ 0.00 0.00	@ 100.00 0.00	@ 0.00 0.00	@ 1.00 0.00	@ 3.00 0.00
7. TOTALS	82	82	12 11		\$0.00	\$0.00	\$946.00	\$130.00	\$71.00	\$33.00

REPLACEMENT AND PUREBRED

Column H

Column I (Local)

Column J (Statutory)

TAG ORDERS PROCESSED

Each

Tag Fees

Tag Fees

8. Replacement Tags

0

0.00

0.00

9. Purebred Tags

0

0.00

0.00

10. TOTALS

0

\$0.00

\$0.00

DISBURSEMENTS (to T.C.V.)

(to County)

(to Animal Population Control)

12. Local% of 7B + 7C

\$0.00

15. Stat% of 7B + 7C

\$0.00

18. 100% of 7F + 7G

\$104.00

13. Local% of 7D + 7E + 10I

\$1,076.00

16. Stat% of 10J

\$0.00

14. Total

\$1,076.00

17. Total

\$0.00

Amount paid to: County Treasurer for Dog Licenses.....

\$0.00

Amount paid to: NYS Ag. & Markets for spay/neuter program.....

\$104.00

LICENSE SUMMARY

1. Number of Original Standard Dog Licenses:

29

2. Number of Original Purebred Dog Licenses:

0

3. Number of Standard Renewals (including New Owner Licenses):

53

4. Number of Purebred License Renewals:

0

5. Total of Lines 1-3:

82

SUPERVISOR'S REPORT - March 2024

	CASH BALANCES - Beginning of Month:	
1	Trust & Agency	\$20,370.02
2	General Fund	\$56,167.53
3	General Fund (Time Deposits)	\$2,313,351.39
4	Capital Reserve - Landfill Closure	\$463,247.56
5	Landfill Closure Capital Project Fund	\$7,266.21
6	Capital Reserve - Salt Storage Building	\$64,505.13
7	Salmon River Capital Reserve	\$55,559.33
8	Garage Repair Reserve	\$3.03
9	Part Town General Fund	\$3,312.36
10	Part Town General (Time Deposits)	\$265,363.60
11	Highway Fund (DA \$(5,775.35)/DB \$90,315.62)	\$84,540.27
12	Highway Fund (Time Deposits)	
12	(DA \$993,756.00/DB \$1,439,274.00)	\$2,433,030.00
13	Capital Reserve - Highway Equipment	\$166,868.43
	CHIPS FUND	
14	(Checking \$13,979.69/Time Deposits \$689,178.90)	\$703,158.59
15	Sewer Fund	\$68,889.68
16	Water Funds (East - \$1,928.24/\$84,041.10) (West - \$5,033.48/\$122,845.55)	\$213,848.37
17	Capital reserve Water Funds (East \$66,381.86 / West \$34,248.14)	\$100,630.00
18	Capital Project Fund - Escrow Account	\$87,654.56
19	Airport Capital Project Fund	\$184,156.60
20	CDBG/02	\$0.00
21	Fire Protection Fund	\$0.00
22	Petty Cash Fund	\$500.00
	TOTAL	\$7,292,422.66
	RECEIPTS DURING MONTH:	
1	Trust & Agency	\$142,770.98
2	General Fund	\$55,684.56
3	General Fund (Time Deposits)	\$5,777.16
4	Capital Reserve - Landfill Closure	\$720.18
5	Landfill Closure Capital Project Fund	\$1.58
6	Capital Reserve - Salt Storage Building	\$164.36
7	Salmon River Capital Reserve	\$86.37
8	Garage Repair Reserve	\$0.00
9	Part Town General Fund	\$13,219.00
10	Part Town General (Time Deposits)	\$403.20
11	Highway Fund (DA \$2,055.85/DB \$0.00)	\$2,055.85
12	Highway (Time Deposits) (DA \$2055.85/DB \$1467.85)	\$3,669.62
13	Capital Reserve - Highway Equipment	\$259.42
14	CHIPS Fund	\$1,072.30
15	Sewer Fund	\$0.00
16	Water Funds (East \$226.46/West \$323.28)	\$549.74
17	Reserve Water (East \$13239.00/Weste \$16,432.26)	\$29,671.26
18	Capital Project Fund - Escrow Account	\$0.00
19	Airport Capital Project Fund	\$24,763.07
20	CDBG/02	\$112,190.88
21	Fire Protection Fund	\$0.00
22	Petty Cash Fund	\$0.00
	TOTAL	\$393,059.53

PAYMENTS DURING MONTH:		
1	Trust & Agency	\$141,823.79
2	General Fund	\$126,983.18
4	Capital Reserve - Landfill Closure	\$0.00
5	Landfill Closure Capital Project Fund	\$0.00
6	Capital Reserve - Salt Storage Building	\$0.00
7	Salmon River Capital Reserve	\$0.00
8	Garage Repair Reserve	\$0.00
9	Part Town General Fund	\$8,904.85
11	Highway Fund (DA \$69,932.23/DB \$23,556.02)	\$93,488.25
13	Capital Reserve - Highway Equipment	\$0.00
14	CHIPS Fund	\$0.00
15	Sewer Fund	\$0.00
16	Water Funds (East \$295.25/West \$0.00)	\$295.25
17	Capital Reserve Water Funds (East / West)	\$0.00
18	Capital Project Fund - Escrow Account	\$8,944.00
19	Airport Capital Project Fund	\$11,186.55
20	CDBG/02	\$112,190.88
21	Fire Protection Fund	\$0.00
22	Petty Cash Fund	\$0.00
	TOTAL	\$503,816.75
	CASH BALANCES - End of Month	
1	Trust & Agency	\$21,317.21
2	General Fund	\$59,868.91
3	General Fund (Time Deposits)	\$2,244,128.55
4	Capital Reserve - Landfill Closure	\$463,967.74
5	Landfill Closure Capital Project Fund	\$7,267.79
6	Capital Reserve - Salt Storage Building	\$64,669.49
7	Salmon River Capital Reserve	\$55,645.70
8	Garage Repair Reserve	\$3.03
9	Part Town General Fund	\$17,626.51
10	Part Town General (Time Deposits)	\$255,766.80
11	Highway Fund (DA \$39,820.94/DB \$81,759.60)	\$121,580.54
12	Highway Fund (Time Deposits) (DA \$882,485.10/DB \$1,425,741.85)	\$2,308,226.95
13	Capital Reserve - Highway Equipment	\$167,127.85
	CHIPS FUND	
14	(Checking \$13,979.69/Time Deposits \$690,251.20)	\$704,230.89
15	Sewer Fund	\$68,889.68
16	Water Funds (East \$1,632.99/\$84,267.56) (West \$5,033.86/West \$50,680.40)	\$214,102.86
17	Capital Reserve Water Funds (East \$79,620.86/West \$50,680.40)	\$130,301.26
18	Capital Project Fund - Escrow Account	\$78,710.56
19	Airport Capital Project Fund	\$197,733.12
20	CDBG/02	\$0.00
21	Fire Protection Fund	\$0.00
22	Petty Cash Fund	\$500.00
	TOTAL	\$7,181,665.44

SUBMITTED BY:

Denise A. Hyden

4/4/2024

BUDGET TO ACTUAL

Revenues & Expenditures

March 2024

Submitted by:

Denise A. Hudson

Date:

April 4, 2024

Date: 04/04/2024
Time: 9:04:26AM

Statement of Actual & Estimated Revenue

User: DENICE
Page: 1

Town of Malone
For Period Ending 03/31/2024

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A0-1001-00 REAL PROPERTY TAXES	864,849.00		864,849.00		100.00
A0-1081-00 PAYMENTS IN LIEU OF TAXES	55,000.00		57,015.56	2,015.56-	103.66
A0-1090-00 PENALTIES/ INTEREST-REAL PROPER	7,000.00			7,000.00	
A0-1255-00 TOWN CLERK'S FEES	3,500.00	244.18	376.68	3,123.32	10.76
A0-1589-00 OTHER PUBLIC SAFETY DEPARTMENT		11,325.00	11,325.00	11,325.00-	
A0-1776-00 AIRPORT SALES OF SUPPLIES	11,000.00	851.15	851.15	10,148.85	7.74
A0-2401-00 INTEREST & EARNINGS	10,000.00	5,777.16	14,793.63	4,793.63-	147.94
A0-2410-00 RENTAL OF PROPERTY	38,000.00	2,516.00	8,421.00	29,579.00	22.16
A0-2450-00 COMMISSIONS			9,795.52	29,204.48	25.12
A0-2530-00 GAMES OF CHANCE LICENSES		10.00	30.00	30.00-	
A0-2544-00 DOG LICENSES	12,000.00	1,074.00	2,404.00	9,596.00	20.03
A0-2610-00 FINES & FORFEITED BAIL	75,000.00	15,640.50	15,640.50	59,359.50	20.85
A0-2701-00 REFUND-PRIOR YR.EXPEND.			450.02	450.02-	
A0-2750-00 AIM RELATED PAYMENTS	71,000.00			71,000.00	
A0-3005-00 MORTGAGE TAX	80,000.00			80,000.00	
A0-3097-00 General Government, Capital Projects		329.00	798.52	798.52-	
A0-3989-00 STATE AID-HOME & COMMUNITY SER	13,000.00	14,221.73	14,221.73	1,221.73-	109.40
B0-1001-00 REAL PROPERTY TAXES	104,892.00		104,892.00		100.00
B0-1603-00 REGISTRAR FEES	3,300.00	452.00	996.00	2,304.00	30.18
B0-2110-00 ZONING FEES (VARIANCES)	250.00			250.00	
B0-2401-00 INTEREST & EARNINGS	700.00	403.20	1,167.15	467.15-	166.74
B0-2555-00 BUILDING PERMITS	12,000.00	456.00	803.00	11,197.00	6.69
B0-2590-00 FIRE CODE FEES	3,000.00	40.00	100.00	2,900.00	3.33
B0-2665-00 SALE OF EQUIPMENT	9,200.00	9,200.00	9,200.00		100.00
B0-2701-00 REFUND OF A PRIOR YEAR EXPENSE		3,071.00	4,929.00	4,929.00-	
CD-3989-00 State Aid Other Home and Community Sv		112,190.88	193,699.27	193,699.27-	
DA-1001-00 REAL PROPERTY TAXES	564,311.00		564,311.00		100.00
DA-2401-00 INTEREST & EARNINGS	2,000.00	2,201.77	5,108.81	3,108.81-	255.44
DA-2801-00 INTERFUND REVENUES	4,000.00	2,055.85	2,451.03	1,548.97	61.28
DB-1001-00 REAL PROPERTY TAXES	1,076,607.00		1,076,607.00		100.00
DB-2401-00 INTEREST & EARNINGS	3,000.00	1,467.85	3,405.89	405.89-	113.53

Date: 04/04/2024
 Time: 9:04:26AM

Statement of Actual & Estimated Revenue

User: DENICE
 Page: 2

Town of Malone
 For Period Ending 03/31/2024

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
DB-2665-00 SALE OF EQUIPMENT			13,119.00	13,119.00-	
DB-2701-00 REFUND- PRIOR YR EXPENDITURE			50.00	50.00-	
DB-2801-00 INTERFUND REVENUES	1,500.00			1,500.00	
FO-1030-00 SPECIAL ASSESSMENT	54,298.00		54,298.00		100.00
FO-2401-00 INTEREST & EARNINGS	800.00	323.28	981.22	181.22-	122.65
FO-2701-00 REFUND OF PRIOR YEAR EXPENSE	2,006.00		2,006.42	0.42-	100.02
FE-1030-00 SPECIAL ASSESSMENT	23,523.00		23,523.00		100.00
FE-2401-00 INTEREST & EARNINGS	600.00	226.46	678.37	78.37-	113.06
FE-2701-00 REFUND OF PRIOR YEAR EXPENSE	4,627.00		4,627.01	0.01-	100.00
GO-1030-00 SPECIAL ASSESSMENT	17,820.00			17,820.00	
H4-2401-00 Interest Earnings		44.29	124.75	124.75-	
H4-3597-00 STATE AID		1,705.92	2,185.56	2,185.56-	
H4-4597-00 FEDERAL AID		10,067.90	26,735.57	26,735.57-	
SF-1001-00 REAL PROPERTY TAXES	491,940.00		491,940.00		100.00
SM-1001-00 REAL PROPERTY TAXES	300,000.00		300,000.00		100.00
Report Totals	3,959,723.00	195,895.12	3,888,911.36	70,811.64	98.21

Statement of Expenditures, Encumbrances & Appropriations

Town of Malone

For Period Ending 03/31/2024

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A0-1010-10 TOWN BOARD/PERSONAL SERVI	32,000.00	2,666.68	8,000.04			23,999.96	25.00
A0-1010-40 TOWN BOARD/CONTRACTUAL	200.00					200.00	
A0-1110-10 JUSTICE/PERSONAL SERVICES	186,996.00	10,115.22	34,426.14			152,569.86	18.41
A0-1110-20 JUSTICE/EQUIPMENT	13,000.00	4,620.72	4,620.72			8,379.28	35.54
A0-1110-40 JUSTICE/CONTRACTUAL	26,000.00	1,629.01	5,795.96			20,204.04	22.29
A0-1220-10 SUPERVISOR/PERSONAL SERVI	85,227.00	6,459.06	19,417.09			65,809.91	22.78
A0-1220-40 SUPERVISOR CONTRACTUAL	5,500.00	225.00	689.80			4,810.20	12.54
A0-1320-40 AUDITOR-CONTRACTUAL	41,000.00					41,000.00	
A0-1330-10 TAX /PERSONAL SERVICES	23,287.00					23,287.00	
A0-1330-40 TAX /CONTRACTUAL	7,300.00	136.00	816.00			6,484.00	11.18
A0-1340-10 BUDGET/PERSONAL SERVICES	7,500.00	1,875.00	1,875.00			5,625.00	25.00
A0-1340-40 BUDGET CONTRACTUAL	3,500.00					3,500.00	
A0-1355-10 ASSESSOR/PERSONAL SERVICE	62,703.00	1,924.50	6,396.03			56,306.97	10.20
A0-1355-40 ASSESSOR- CONTRACTL	6,000.00	160.00	480.00			5,520.00	8.00
A0-1410-10 TOWN CLERK/PERSONAL SERVI	41,110.00	8,984.74	26,603.73			14,506.27	64.71
A0-1410-40 TOWN CLERK CONTRACTUAL	9,475.00	905.61	2,894.64			6,580.36	30.55
A0-1420-40 ATTORNEY CONTRACTUAL	70,000.00	3,300.00	4,120.00			65,880.00	5.89
A0-1460-10 RECORDS MANAGEMENT- PERS	1,100.00					1,100.00	
A0-1460-40 RECORDS MANAGEMENT, CONT	600.00					600.00	
A0-1620-10 BUILDING/PERSONAL SERVICES	1,250.00					1,250.00	
A0-1620-40 BUILDING CONTRACTUAL	70,000.00	4,288.06	16,750.25			53,249.75	23.93
A0-1910-40							

Statement of Expenditures, Encumbrances & Appropriations

Town of Malone

For Period Ending 03/31/2024

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
UNALLOCATED INSURANCE	75,000.00					75,000.00	
A0-1920-40 MUNICIPAL ASSOCIATION DUES	1,200.00		1,199.00			1.00	99.92
A0-1930-40 JUDGEMENTS & CLAIMS	50,000.00					50,000.00	
A0-1990-40 CONTINGENCY ACCOUNTS	23,900.00		70.63			23,829.37	0.30
A0-3010-40 Public Safety	750.00					750.00	
A0-3310-40 TRAFFIC CONTROL	2,500.00	1,268.10	1,469.90			1,030.10	58.80
A0-3510-40 DOG CONTROL CONTRACTUAL	40,000.00	3,333.33	9,999.99			30,000.01	25.00
A0-5010-10 SUPT. OF HWYS PERSONAL SER	73,500.00	7,490.38	18,721.14			54,778.86	25.47
A0-5010-40 SUPT. OF HWYS/ CONTRACTUAL	2,000.00		250.00			1,750.00	12.50
A0-5132-10 GARAGE /PERSONAL SERVICES	28,080.00	2,160.00	6,420.00			21,660.00	22.86
A0-5132-40 GARAGE CONTRACTUAL	42,000.00	3,554.44	10,748.18			31,251.82	25.59
A0-5182-40 STREET LIGHTING CONTRACTUA	12,000.00	1,049.91	2,416.98			9,583.02	20.14
A0-5410-40 SIDEWALK CONTRACTUAL	1,500.00					1,500.00	
A0-5610-10 AIRPORT /PERSONAL SERVICES	6,480.00	1,620.00	1,620.00			4,860.00	25.00
A0-5610-40 AIRPORT CONTRACTUAL	49,900.00	4,074.25	10,259.27			39,640.73	20.56
A0-6410-40 PUBLICITY/ CONTRACTUAL	5,500.00		5,500.00				100.00
A0-6772-40 PROGRAMS FOR AGING/ CONTR	12,800.00	10,000.00	10,000.00			2,800.00	78.13
A0-6997-40 ECONOMIC ASSISTANCE AND DE		978.99-	978.99-			978.99	
A0-7110-40 PARKS CONTRACTUAL	1,500.00					1,500.00	
A0-7320-40 YOUTH PROJECT/CONTRACTUA	76,140.00		19,894.18			56,245.82	26.13
A0-7510-40 HISTORIAN /CONTRACTUAL	1,000.00					1,000.00	
A0-7520-40 HISTORICAL PROPERTY/ARMOR	500.00					500.00	

Statement of Expenditures, Encumbrances & Appropriations

Town of Malone
For Period Ending 03/31/2024

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A0-7989-40							
FARMERS MARKET PAVILION	2,000.00	23.29	47.78			1,952.22	2.39
A0-8020-40							
PLANNING-CONTRACTUAL	40,000.00					40,000.00	
A0-8810-40							
CEMETERY CONTRACTUAL	17,000.00					17,000.00	
A0-9010-80							
STATE RETIREMENT	44,974.00		44,973.63			0.37	100.00
A0-9030-80							
SOCIAL SECURITY	44,000.00	3,197.70	9,131.53			34,868.47	20.75
A0-9040-80							
WORKERS COMPENSATION	28,127.00		28,126.80			0.20	100.00
A0-9050-80							
UNEMPLOYMENT INSURANCE	3,750.00					3,750.00	
A0-9055-80							
DISABILITY INSURANCE	1,200.00	223.40	458.30			741.70	38.19
A0-9060-80							
HOSPITAL & MEDICAL INSURANC	120,000.00	9,268.78	25,348.72			94,651.28	21.12
A0-9720-60							
INSTALLMENT BONDS	20,100.00					20,100.00	
A0-9720-70							
INSTALLMENT BONDS INTEREST	3,200.00					3,200.00	
A0-9901-90							
AIRPORT CAPITAL PROJECTS	55,000.00					55,000.00	
B0-1420-40							
PLANNING ATTORNEY CONTRACT	15,000.00		3,567.00			11,433.00	23.78
B0-1990-40							
CONTINGENCY	6,500.00					6,500.00	
B0-3120-10							
POLICE /PERSONAL SERVICES	100.00	25.00	25.00			75.00	25.00
B0-3620-10							
SAFETY INSPECTION PERSONAL	33,160.00					33,160.00	
B0-3620-20							
SAFETY INSPECTION EQUIPMEN	20,200.00					20,200.00	
B0-3620-40							
SAFETY INSPECTION CONTRACT	2,000.00	200.62	509.58			1,490.42	25.48
B0-4010-10							
HEALTH OFFICER PERSONAL S	750.00	187.50	187.50			562.50	25.00
B0-4020-10							
REGISTRAR /PERSONAL SERVIC	1,500.00					1,500.00	
B0-8010-10							
ZONING-PERSONAL SERVICES	36,160.00	4,769.24	14,307.72			21,852.28	39.57
B0-8010-40							

Statement of Expenditures, Encumbrances & Appropriations

Town of Malone

For Period Ending 03/31/2024

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
ZONING CONTRACTUAL	2,000.00	200.65	614.63			1,385.37	30.73
B0-8020-10							
PLANNING/PERSONAL SERVICES	7,000.00					7,000.00	
B0-8020-40							
PLANNING CONTRACTUAL	12,000.00	1,887.14	2,521.12			9,478.88	21.01
B0-9010-80							
STATE RETIREMENT	8,073.00		8,072.19			0.81	99.99
B0-9030-80							
SOCIAL SECURITY	6,200.00	365.80	1,064.88			5,135.12	17.18
B0-9040-80							
WORKER COMPENSATION	5,049.00		5,048.40			0.60	99.99
B0-9050-80							
UNEMPLOYMENT	500.00					500.00	
B0-9055-80							
DISABILITY INSURANCE	150.00	23.40	46.80			103.20	31.20
B0-9060-80							
HOSPITAL & MEDICAL INSURANC	18,000.00	1,245.50	3,736.50			14,263.50	20.76
DA-5140-40							
BRUSH & WEEDS-CONTRACTUAL	8,000.00					8,000.00	
DA-5142-10							
SNOW REMOVAL PERSONAL S	312,000.00	46,403.20	144,497.94			167,502.06	46.31
DA-5142-40							
SNOW REMOVAL/ CONTRACTUAL	150,000.00	11,126.67	35,047.84			114,952.16	23.37
DA-9010-80							
STATE RETIREMENT	28,823.00		26,522.91			2,300.09	92.02
DA-9030-80							
SOCIAL SECURITY	25,000.00	3,447.54	10,744.21			14,255.79	42.98
DA-9040-80							
WORKERS COMPENSATION	16,588.00		16,587.60			0.40	100.00
DA-9050-80							
UNEMPLOYMENT	1,500.00					1,500.00	
DA-9055-80							
DISABILITY INSURANCE	400.00	42.90	89.70			310.30	22.43
DA-9060-80							
HOSPITAL & MEDICAL INSURANC	160,000.00	8,911.92	31,161.78			128,838.22	19.48
DB-5110-10							
GENERAL REPAIRS PERSONAL S	280,000.00					280,000.00	
DB-5110-40							
GENERAL REPAIRS CONTRACTU	95,000.00	1,497.60	2,556.51			92,443.49	2.69
DB-5112-20							
IMPROVEMENTS-CAPITAL OUTLA	125,000.00					125,000.00	
DB-5130-10							
MACHINERY/PERSONAL SERVIC	150,000.00	9,627.39	30,774.91			119,225.09	20.52

Statement of Expenditures, Encumbrances & Appropriations

Town of Malone

For Period Ending 03/31/2024

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
DB-5130-20							
MACHINERY/EQUIPMENT	200,000.00		51,029.37			148,970.63	25.51
DB-5130-40							
MACHINERY/CONTRACTUAL	106,500.00	2,367.24	16,663.83			89,836.17	15.65
DB-9010-80							
STATE RETIREMENT	38,849.00		35,748.27			3,100.73	92.02
DB-9030-80							
SOCIAL SECURITY	34,000.00	647.68	2,090.76			31,909.24	6.15
DB-9040-80							
WORKERS COMPENSATION	22,358.00		22,357.20			0.80	100.00
DB-9050-80							
UNEMPLOYMENT BENEFITS	4,000.00					4,000.00	
DB-9055-80							
DISABILITY INSURANCE	400.00	42.90	89.70			310.30	22.43
DB-9060-80							
HOSPITAL & MEDICAL INSURANC	165,000.00	8,911.92	31,161.78			133,838.22	18.89
F0-1990-40							
CONTINGENCY	4,000.00					4,000.00	
F0-8310-10							
ADMINISTRATION PERSONAL SE	3,000.00					3,000.00	
F0-8310-40							
ADMINISTRATION CONTRACTUA	12,000.00		2,036.42			9,963.58	16.97
F0-9030-80							
SOCIAL SECURITY	250.00					250.00	
F0-9561-90							
WATER RESERVE	12,500.00		12,500.00				100.00
F0-9720-00							
STATUTORY INSTALLMENT BOND	15,680.00					15,680.00	
F0-9720-70							
Installment Bond Interest	34,674.00		17,462.51			17,211.49	50.36
FE-1990-40							
CONTINGENCY	4,000.00					4,000.00	
FE-8310-10							
ADMINISTRATION, PERSONAL SE	3,000.00					3,000.00	
FE-8310-40							
ADMINISTRATION CONTRACTUA	22,500.00	295.25	5,454.78			17,045.22	24.24
FE-9030-80							
SOCIAL SECURITY	250.00					250.00	
FE-9561-90							
WATER RESERVE	15,000.00		15,000.00				100.00
G0-1990-40							
WEST SEWER CONTINGENCY	3,000.00					3,000.00	
G0-8310-40							

Statement of Expenditures, Encumbrances & Appropriations

Town of Malone

For Period Ending 03/31/2024

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
ADMINISTRATION CONTRACTUAL	3,000.00					3,000.00	
G0-9710-10							
SERIAL BONDS WEST #2	11,820.00					11,820.00	
SF-3410-40							
FIRE CONTRACTS	491,940.00		491,940.00				100.00
SM-4540-40							
Ambulance District Contract	300,000.00		300,000.00				100.00
Report totals	4,613,723.00	195,801.25	1,679,781.78	0.00		2,933,941.22	36.41



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

Phone: 518-293-5045
Fax: 518-293-5017
Email: enarducci@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

RECEIVED

APR 03 2024

TOWN OF MALONE

TOWN OF MALONE
Andrea Stewart, Supervisor
Town Board Members

FROM: Hillari Kiroy
Housing Coordinator

DATE: April 3, 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; April 10th, 2024.

- Client Project Status Report, page 2

*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.

***REQUEST FOR QUALIFICATIONS/EXPERIENCE STATEMENT
AIRPORT PLANNING AND ENGINEERING SERVICES***

The TOWN OF MALONE is seeking Qualification Statements for professional consulting, engineering, environmental and planning services for Malone Dufort Airport in the State of New York, as a five (5) year Airport Consultant/Engineer.

The TOWN OF MALONE must receive qualification and experience statements no later than 2:00 p.m. Wednesday, June 26, 2024 to be eligible for consideration. Statements shall be submitted in a single sealed envelope/package, clearly marked “Request for Qualifications for Consultant/Engineering Services at the Malone Dufort Airport”, and contain one (1) original and six (6) copies. E-mailed or faxed submissions will be considered as unresponsive. Complete packages must be delivered to: Abby Monica, Town Clerk, Town of Malone, 27 Airport Road, Malone, New York 12953, (518)483-4740.

The Qualification/Experience Statement must include the following:

- A. Transmittal letter.
- B. Name, overall size of the firm and division engaged in Town of Malone development.
- C. Location of corporate and satellite offices, along with a description of the specific location and available personnel that will provide the proposed services directly to Malone (please include resumes and qualification of assigned personnel).
- D. A statement of interest in performing the proposed services to include how your firm serves current airport clients of similar size or larger, preferably in New York State or the Northeast Region of the Country.
- E. A statement of qualification to include recent specialized experience in aviation-related projects including planning, environmental, FAR Part 77 obstruction studies, land acquisition, engineering (i.e. runways, taxiways, aprons, lighting, nav aids, buildings, roads, fuel, etc.), GIS, Airspace analysis, proven success with Federal/State grant writing and construction management services in accordance with FAA and NYS DOT requirements.
- F. A minimum of four references (including name, company, address, and phone number.) The references should be for airport clients where you have provided airport consulting and/or engineering services similar to those being requested. Preference should be given to listing references familiar with your experience with the New York State Airport District Office of the FAA and the New York State Department of Transportation, Aviation Bureau.
- G. List of all other airports presently served.
- H. If applicable, the names of sub-consultants or associate consultants or joint venture partner consultants who would be engaged by your firm including their background, relevant experience, key personnel, location of offices that will provide services, etc. (all as outlined for the prime consultant.)
- I. List of Grant administration staff, years with your company, background, relevant experience, list of airports currently managing grant administration and DBE programs. Include five references of airport which your firm currently manages grant administration.

Submittals delivered after the deadline will not be considered. Interested firms should contact Abby Monica (clerk@malonetown.com) for the Instructions to Proposers.

TOWN OF MALONE

REQUEST FOR

PROPOSALS

Date of Notice: April 10, 2024

Sealed Proposals will be received by the Office of the Town Clerk, 27 Airport Road,
Malone, New York 12953 until June 26, 2024 for the following

**AIRPORT
CONSULTANT
SERVICES**

Completed proposals will be reviewed and evaluated by the Town of Malone in anticipation of the awarding of a contract.

The Town of Malone reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please e-mail to clerk@malonetown.com.

INSTRUCTIONS TO PROPOSERS

A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The Town of Malone (hereinafter “Malone”) does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of this Request for Qualifications may be examined or obtained from the Town Clerk, 27 Airport Road, Malone, New York 12953.

B. GENERAL INFORMATION

An RFQ defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which will result in the satisfaction of Malone objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may but may not always be the primary consideration.

Malone has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Qualifications. In submitting qualification, the Proposer is agreeing to provide services consistent with these specifications. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFQ, the Proposer should explain in detail why Malone should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFQ which could be modified or deleted without impacting the objectives of the RFQ, the Proposer should provide an explanation as to why the task should be deleted or modified. Malone reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Qualification should be submitted via email to clerk@malonetown.com. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the Town of Malone will be considered as being binding. Verbal explanations or instructions given by a Malone employee, consultant, etc., to a Proposer regarding this solicitation shall not be binding on Malone and shall be considered informal unless confirmed in writing by the Purchasing Department. **Malone** will issue no response to any request for clarification received later than seven (7) days prior to the proposal due date.

PLEASE NOTE THAT MALONE WILL NOT PROVIDE VERBAL RESULTS OF ANY RFQ. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE TOWN OF MALONE RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is Malone's express intention to issue a fair and competitive document, Malone reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in Malone's best interest. This Request for Qualification does not commit Malone to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

C. EVALUATION-AWARD

All proposals received in response to this RFQ will be evaluated to determine if they are complete and meet the requirements specified in this RFQ. After determining that a proposal satisfies the requirements stated in the RFQ, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to Malone. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response - Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience - Proposer's qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer's Fee

Malone reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of Malone to do so.

The Town of Malone reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of Malone to do so.

The Town of Malone may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to Malone.

D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

Malone reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with Malone or others.

E. DISQUALIFICATION

Malone reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFQ.
- Failure to settle outstanding bills for labor or materials related to previous contracts with Malone.
- The Proposer defaulted under previous contracts with Malone.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy Malone as to ability to perform.

F. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFQ. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

G. DEADLINES

One original and six (6) copies of proposals must be received by Malone Town Clerk no later than June 26, 2024 at 2:00 p.m. Proposals received after this deadline will not be eligible for consideration.

PROPOSALS MAY NOT BE SUBMITTED VIA EMAIL.

Proposals should be delivered to:

Abby Monica, Town Clerk
Town of Malone
27 Airport Road
Malone, New York 12953

H. FORM OF CONTRACT

Malone intends to develop its own contract or issue a formal Purchase Order(s) to initiate and authorize the services included in this RFQ. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

I. CANCELLATIONS

The Town of Malone retains the right to cancel the contract resulting from this RFQ without cause provided the Consultant is given at least thirty (30) days' notice of intent to cancel. This provision should not be understood as waiving Malone's right to terminate the contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision. Malone shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Consultant shall deliver to Malone all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, Malone shall make settlement with the Consultant upon an equitable basis as determined by Malone and shall fix the value of the work which was performed by the Consultant prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

J. CONTRACT TERM

The term of the Contract will be for a period of up to five (5) years, assuming continued satisfactory performance on the part of the consultant(s). The Town of Malone reserves the right to stop assigning projects to the selected consultant(s) at any time and to select other consultants for specific projects on a case-by-case basis.

K. CONTRACT PRICE ADJUSTMENTS

Unless agreed otherwise, the pricing for each year after the initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the initial Term.

GENERAL

CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "Consultant" this shall include the party with whom Malone has entered into an agreement, as well as any subConsultants whom the Proposer has engaged to complete portions of this Contract.

A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.

B. No employee of the Town of Malone has any direct or indirect interest in the award of a contract for the services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to Malone. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for Malone. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to Malone. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with Malone to avoid, litigate, or minimize the actual or potential conflict. Malone may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to Malone, Malone may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

Malone may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any Malone official or employee. Malone may also terminate any contract if it is determined that the successful Consultant engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, Malone shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

C. It is agreed that the successful Consultant will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the Consultant's negligence, or failure to perform any of the obligations defined by this RFQ, and the Consultant hereby agrees to defend, indemnify and save Malone

harmless for any loss, cost, damages and other expenses suffered by Malone by reason of the Consultant's negligence or failure to perform any of the set obligations. The Consultant agrees to defend Malone in any action or suit brought against Malone arising out of the Consultant's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Consultant is deemed to be negligence of the Consultant within the meaning of this paragraph.

D. Proposers may utilize subConsultants to complete the project provided that the Proposer is required to provide any information concerning such subConsultants requested by Malone. In the event that a contract is awarded to a Proposer choosing to utilize a subConsultant, the successful Proposer will be responsible for ensuring that the subConsultants meet the requirements of this Request for Proposal and the contract between Malone and the successful Proposer.

E. It is understood that the successful Proposer is an independent Consultant and shall not be considered an agent of Malone, nor shall any of the Proposer's agents or employees be considered subagents for Malone.

F. The successful Proposer shall without additional expense to Malone be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. Malone fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal Laws and regulations regarding employment discrimination. The Proposer assures Malone that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.

G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Town of Malone. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by the Town of Malone of an attachment against the Proposer, the Town of Malone shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees,

or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees .

H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within the Town of Malone. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by Malone within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to Malone.

The performance of work under the contract may be terminated by Malone in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from Malone specifying the default.

I. Insurance Requirements. CONSULTANT shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONSULTANT resulting from this Agreement. Commercial General Liability shall include personal injury liability.

Malone, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONSULTANT'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of Malone, its officers, employees and agents on CONSULTANT'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONSULTANT and not those of Malone.

Notwithstanding anything to the contrary in this Agreement, CONSULTANT irrevocably waives all claims against Malone for all losses, damages, claims, or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONSULTANT shall not in any way limit CONSULTANT's liability under this Agreement.

<u>TYPE OF COVERAGE</u>	<u>MINIMUM LIMITS OF COVERAGE</u>
Workers' Compensation & NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles.)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including broad form contractual liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment
Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Claim

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to Malone in accordance with the terms of the CONSULTANT'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONSULTANT shall submit to Malone certificates of insurance evidencing CONSULTANT's compliance with the requirements of this Section, including certificates of insurance from any approved subConsultants. The CONSULTANT shall furnish the appropriate ACORD Form Certificate of Insurance to Malone to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONSULTANT'S Professional Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Professional Liability Policy which provides continuing, uninterrupted coverage, CONSULTANT shall be required to purchase extended reporting coverage for a minimum of three (3) years after completion of all work required of CONSULTANT under this Agreement.

In the event that CONSULTANT'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONSULTANT'S Professional Liability Policy or is a separate policy), and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONSULTANT shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONSULTANT under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONSULTANT'S Professional Liability Policy is a "claims made" policy, the retroactive date for such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACCORD Form Certificate of Insurance furnished to Malone.

In the event that CONSULTANT'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONSULTANT'S Professional Liability Policy or is a separate policy), the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACCORD Form Certificate of Insurance furnished to Malone.

J. Indemnification. CONSULTANT agrees to indemnify, defend and hold harmless **Malone**, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONSULTANT in the performance of this Agreement; or (b) CONSULTANT'S failure to comply with any of the provisions of this

Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude **Malone** or its officers, employees or agents, from being completely indemnified by CONSULTANT, Malone and its officers, employees and agents, shall be partially indemnified by CONSULTANT to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by CONSULTANT, shall be deemed to be that of CONSULTANT for the purposes of the CONSULTANT's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONSULTANT is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONSULTANT of any of its duties under this Section.

K. Malone is a duly authorized agent and shall have access to and have copies of the successful Proposer's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to Malone to determine or verify the compliance with all contractual conditions. Malone shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.

L. By submission of a proposal under this solicitation, the Proposer agrees that the has sixty (60) days acceptance time in which to award a contract. Malone reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to Malone Purchasing Department. Any proposal received by Malone and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

M. Delivery. All proposals should be addressed to Jean Marlow, Town Clerk, Town of Malone, 27 Airport Road, Malone, New York 12953. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by Malone. In the event of the closing of certain Malone facilities and/or operations, and/or services due to an unplanned event or any cause beyond Malone control, the opening/due date will be rescheduled by Malone.

N. FOIL. All material submitted in response to this RFQ becomes the property of Malone and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by Malone. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that Malone use such information only for the evaluation of this proposal, but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the Malone pursuant to FOIL.

In the event Malone receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by Malone in making its determination as to whether disclosure is required under the law.

O. Substitute or "Equal" Items. If this RFQ includes providing specific goods or material, the award, in part, will be on the basis of materials and equipment as described in the Specifications, or "equal" items submitted by the Proposer and accepted by Malone. The Proposer may offer "equal" items that meet the same performance or reliability standards as specified herein. If the Proposer offers an "equal" item, the Proposer must include with the proposal package, sufficient documentation establishing equality of construction, operation and utility. Said "equal" items shall be accepted or rejected based upon Malone evaluation of the submitted documentation. All costs associated with the review of any "equal" items prior to recommendation to award shall be at the Proposer's expense.

If a submitted "equal" item is rejected, the Proposers shall be afforded an opportunity to meet with Malone to offer additional qualifying opinions and information prior to Malone rejecting the proposal. The Proposer shall not have the opportunity to submit any alternative materials or equipment after the proposals are opened.

The decision to accept or reject an "or equal" item rests solely with Malone. If a substitute "equal" item is not accepted by Malone, the proposal will be deemed non-responsive, and Malone shall reject this proposal. The next lowest responsive proposal shall then be reviewed for recommendation of award.

P. Non-Appropriations Clause. The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by Malone Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated, therefore, Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from Malone. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, Malone will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold Malone harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by Malone. Issuance of a purchase order by Malone indicates that Malone currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for Malone to cancel a project or purchase after an order to proceed or purchase order has been issued, Malone will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

Q. Iranian Energy Sector Divestment. Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b) "

Malone will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. Malone reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis, under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. Malone has made a determination that the goods or services are necessary for Malone to perform its functions and that, absent such an exemption, Malone would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by Malone in writing and shall be a public document.

DETAILED SPECIFICATIONS:

GENERAL

Malone is soliciting Qualification Statements from Engineering Consultants for professional services to provide planning, design, engineering, operational guidance, and general construction management services for various Federal, State, and Local development projects at Malone scheduled to take place over the next five (5) years. This solicitation and ultimate selection is being conducted in compliance with the requirements of FAA Advisory Circular 150/5100-14E together with the requirements listed in this request. All submittals should represent a firm's experience in all areas of airport planning, grant application work, engineering and airport oversight management assistance.

SCOPE OF SERVICES REQUIRED

This is a non-specific solicitation. Anticipated project assignments are expected to be similar in nature to those on the enclosed Airport Capital Improvement Plan (ACIP) attachment. The term of the Contract will be for a period of up to five (5) years, assuming continued satisfactory performance on the part of the consultant(s). Malone reserves the right to stop assigning projects to the selected consultant(s) at any time and to select other consultants for specific projects on a case-by-case basis.

MALONE OBJECTIVES

It is Malone's intent to provide for the continued development of Malone utilizing funds from the anticipated ACIP and any/all other grant funds available for airport improvements. In order to accomplish this task, Malone intends to identify at least one (1) consultant to provide airport planning, design, engineering, general guidance, grant and construction management services on a continuing basis.

Malone is anticipating State and Federal funding for several airport projects and will require all work to be completed in conformance with applicable Federal Aviation Administration (FAA) and New York State Department of Transportation (NYSDOT) guidelines. Demonstrated experience in this area is essential.

Malone intends to select at least one (1) general consultant to provide airport engineering and planning services on a continuing basis. Malone will rely heavily on this consultant(s) to assist in the development and overall program management of future projects at Malone. Malone projects already underway will be completed by the current Engineering Consultant(s).

QUALIFICATION REQUIREMENTS

The selection of a firm shall be based upon a review of qualifications provided in response to this RFQ. In order to be considered for selection, a Qualification/Experience Statement submittal must include the following:

1. Name, overall size of the firm and division engaged in Malone development.
2. Location of corporate and satellite offices, along with a description of the specific location and available personnel that will provide the proposed services directly to Malone (please include resumes and qualification of assigned personnel).
3. A statement of interest in performing the proposed services to include how your firm serves current airport clients of similar size or larger, preferably in New York State or the Northeast Region of the Country.
4. A statement of qualification to include recent specialized experience in aviation-related projects including planning, environmental, FAR Part 77 obstruction studies, land acquisition, engineering (i.e. runways, taxiways, aprons, lighting, nav aids, buildings, roads, fuel, etc.), GIS, Airspace analysis, proven success with Federal/State grant writing and construction management services in accordance with FAA and NYS DOT requirements.
5. A minimum of four references (including name, company, address, and phone number.) The references should be for airport clients where you have provided airport consulting and/or engineering services similar to those being requested. Preference should be given to listing references familiar with your experience with the New York State Airport District Office of the FAA and the New York State Department of Transportation, Aviation Bureau.
6. List of all other airports presently served.

7. If applicable, the names of sub-consultants or associate consultants or joint venture partner consultants who would be engaged by your firm including their background, relevant experience, key personnel, location of offices that will provide services, etc. (all as outlined for the prime consultant.)

8. List of Grant administration staff, years with your company, background, relevant experience, list of airports currently managing grant administration and DBE programs. Include five references of airport which your firm currently manages grant administration.

QUALIFICATION SUBMISSION

1. One (1) original and six (6) copies of a qualifications Statement must be submitted no later than June 26, 2024 at 2:00 p.m. to:

Abby Monica, Town Clerk
Town of Malone
27 Airport Road
Malone, New York 12953

2. Firms should be willing and able to provide additional information that may be required by Malone. Finalist may be selected for interviews, which would be held one or about two weeks after notification. Office visits after interview notification is received will not be allowed.

SELECTION PROCESS

1. Malone has established a Selection Committee to review the qualification Statements and make a recommendation to Town Board. The Selection committee consists of Airport Committee and Airport Manager.
2. Upon receipt of the Qualifications, Malone Selection Committee will review each submittal and select finalists to interview prior to making a final recommendation to Town Board. Malone reserves the right to waive interviews at its discretion, depending upon the experience and qualifications received from each consultant.
3. Malone reserves the right to reject any and all submissions of Qualifications, and/or alter the scope of services or abandon the project. In addition, Malone may choose, at its sole discretion, to solicit separate qualifications and designate another consultant for any of the individual projects undertaken at the airport.
4. The Review Criteria that will be considered by Malone are outlined below. Malone Selection committee will use the information submitted under items 1 through 8 above in evaluating a firm's qualifications. The Qualification Statement should address as many of the Review Criteria as practicable.

QUALIFICATIONS REVIEW CRITERIA

The selection of a firm shall be based upon a review of qualifications provided in response to this RFQ. Qualification statements will be evaluated in accordance with the following criteria:

1. The firm's specific experience, stability, and history of performance on airfield projects of similar size.
2. Familiarity with Malone and/or demonstrated understanding of the Sponsor's special concerns and key project issues.
3. The firm's understanding of aviation programs at both the Federal and State levels, and past experience in successfully completing projects under these programs, including meeting project schedules and budgets.
4. The education, experience, and expertise of the firm's principals and key personnel.
5. The names of individuals in the firm who will be assigned to key project responsibilities with particular attention to their qualifications, competence, and past performance.
6. Experience in preparing the 5-year Capital Improvement Plans as well as a DBE Plan each year of the contract. Proven successful relationship with FAA and NYSDOT must be demonstrated.
7. Overall grant administration experience, especially in relation to airports of similar size.
8. Recommendations and opinions of each firm's previous clients.

PROPOSAL CERTIFICATIONS

FIRM BUSINESS NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____ FEDERAL ID NUMBER: _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to Malone, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

DEVIATIONS: YES [] NO []

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A. (1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer:

Authorized Signature: _____

Title: _____

Date: _____

Attachment
Certification Pursuant to Section 103-g of the New York State
General Municipal Law

A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-an of the New York State Finance Law.

B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case-by-case basis under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Company Name