

MINUTES OF THE REGULAR BOARD MEETING OF THE TOWN BOARD OF THE TOWN OF THURMAN, NY HELD MARCH 14, 2018 AT THE TOWN HALL, 311 ATHOL ROAD, ATHOL, NEW YORK, COMMENCING AT 6:30 PM.....

PRESENT: Mrs. Joan Harris, Councilwoman
Mr. Douglas Needham, Councilman
Mrs. Gail Seaman, Councilwoman
Mrs. Cynthia Hyde, Supervisor

ALSO PRESENT: Mark Schachner – Town Attorney, Tom Suozzo and Jessica Leerkes - Town Engineers

ABSENT: Mrs. Brenda Ackley, Councilwoman

RECORDING SECRETARY: Susan E. Staples

The meeting commenced with the reading of the payments for claims.

Supervisor Hyde noted that a packet had been included for board members from the State Comptroller’s office on effective ways to audit bills. She went on to explain that auditing the bills at the meeting was not an ideal way to do so. She also said that you cannot call vendors if you have a question, and that it takes hours to audit them properly. She then read the bills. During this time she explained that there had been billing issues with fuel for the Fire Dept that had to be resolved. She also explained that there was billing issues renewing the domain name for the town website. The new website address is www.thurmanny.com.

The meeting was **called to order at 7:00 pm...**

PLEDGE OF ALLIGIANCE:

ROLL CALL: Councilwoman Ackley was absent.

The Supervisor explained that the three new board members had requested the Town Attorney and Engineers be present at this month’s meeting. **Councilwoman Seaman** asked the attorney about a change order for the water project. He said that he was not aware of a change in the consent order. She asked if the board had asked his consul about a change order stating that a resident had been hooked up to the system who shouldn’t have been. Supervisor Hyde stated that

there was no change to the consent order from the DEC. **Councilwoman Seaman** then asked if a resolution was passed setting work hours, pay and benefits for employees does the Supervisor have to adhere to those resolutions. **Mr. Schachner** stated that the generic answer would be yes, but that there were a couple of situations where the Supervisor might not be able to. One would be if the position was covered by collective bargaining. The other situation would be that there are certain statutory duties for several elected positions. It is conceivable that an elected official could have difficulty executing his or her statutory duties and obligations. He then explained that in another town a position was being considered to be eliminated. If it had it would have resulted in an elected official being unable to do his or her job. That would create a difficult situation. **Councilwoman Seaman** then asked a question if it was the Town Board or the Supervisors responsibilities to set policy for the town. **Mr. Schachner** said that that was too generic of a question to give an answer to, but the general answer was that the Town Board does. She then asked a question about a bill being paid after the board had rescinded the resolution for it. She stated that a bill was paid outside of the audit for computers after she (the Supervisor) was told not to. She then asked what the remedy was for the board. **Mr. Schachner** then explained that if he understood her question it seemed to be a question about propriety of a board member. He then stated that he worked for the entire board, and that it would not be appropriate for him to comment on that. He suggested that she seek independent counsel on this matter. **Supervisor Hyde** noted that the computers were approved by the prior board and put into action in 2017, and that there was no change on the Consent Order. **Councilwoman Seaman** stated to the Engineers that the project had been changed sometime between March and July. She then asked who was connected to which wells for the water project. **Councilwoman Seaman** asked who changed the specs for the results. **Jessica Leerkes** noted that there were no changes made to that. **Councilwoman Seaman** noted that the **DOH** didn't have a threshold for sodium. **Ms. Leerkes** noted that that was correct, but that were standards that were put in place at the start of the project. She noted that there were two samples that were above the limit that was set for the project at one residence. **Councilwoman Seaman** thought that the standards for the test had been changed. **Mr. Suozzo** noted that the sodium standard was determined using what is generally considered to be standard levels for well water. **Councilwoman**

Seaman voiced concern that special treatment may have been used to get someone on the water system. It was noted that these standards were approved in 2016 when Councilwoman Seaman was on the board. Councilwoman Seaman stated that she was afraid that now we have opened ourselves up. Because I know what everyone else's sodium content was. That's what I'm afraid of. Because one person got special treatment and I know there are others with higher sodium content. It was noted that the water system is in compliance with all Department of Health standards. Additional testing would be required for the kitchen to be certified by the DOH for a Permanent Food Service Certificate.

REPORTS: Councilwoman Harris noted that the Highway Department went above and beyond to raise a collection to pay **Debra Runyon** for typing up their union contract for them. She then used that money to purchase lunch for the men. She noted that this was the way Thurman used to work in the past with people chipping in and helping each other out. **Councilwoman Seaman** noted that the men at the Landfill wanted to have phone service installed there in case of an emergency. It was noted that when electric service was put in that the phone line was installed also.

RESOLUTIONS:

Resolution # 42

On a motion introduced by **Councilman Needham** and seconded by **Councilwoman Seaman**

RESOLUTION FOR VERIZON TO CHECK IF A PHONE LINE CAN BE ADDED AT THE LANDFILL

WHEREAS IT IS believed that a phone line is available at the landfill to tap into for service

BE IT RESOLVED that Verizon will be contacted to determine if a phone line is in place, and if service is there can be started. This will ensure that employees have an adequate way of communication while on the job.

Motion Carried: Ayes~4 Harris, Needham, Seaman, Hyde, Nays ~ 0

Councilwoman Seaman made a motion seeking to adhere to the rules of procedure that were signed in February 2017 about reading stuff that was derogatory.

Statement From The Supervisor: The following statement was read by the Supervisor.

STATEMENT BY SUPERVISOR CYNTHIA HYDE FORMERLY THE TOWN OF
THURMAN TOWN CLERK PERTAINING TO GARBAGE BAGS

Gail Seaman, current and former board member, has repeatedly and falsely accused me of being responsible for missing garbage bags and missing garbage bag money. Mrs. Seaman has sought to defame my character by repeating this falsehood publically at the last several board meetings and posting this falsehood on the social media sites that she frequents. I refused to put up with Mrs. Seaman's slanderous defaming of my character, so now it's time to set the record straight

The audit by Robert Elliot of the NYS Comptrollers Office entitled Garbage Bag Inventory and Collections for the period January 1, 2012 —June 30, 2016 proves that the accusations against me spewing from Seaman and Woods mouths were false.

Mrs. Seaman served on the town board from January 2013 until December 31, 2016 so Seaman was on the town board for 3 % of the 4 % years audited by the comptrollers office. On page 4 of the audit it says and I quote

*"The **Board** did not establish comprehensive written policies and procedures to adequately account for the unsold inventory and sale of bags or ensure that collections were deposited intact and in a timely manner. As a result, Town Officials could not account for 17 cases containing 431 rolls of bags with an approximate sales value of \$6,100.00. Twelve of these cases valued at \$4,500 were distributed to the transfer station. Due to the lack of sufficient accounting records and Board oversight, we could not determine what happened to these bags, and Town Officials could not provide any explanation. "*

Mrs. Seaman was one of the board members cited in the preceding quoted paragraph. Mrs. Seaman's answer to not doing her job was to blame someone else.

On page 5 of the audit it says and I quote

"Monthly, the clerk remits the bag fees she has collected and those remitted to her by the transfer station to the supervisor, along with a count of the bags sold. We found that collections from bags sold at

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the transfer station were not remitted in a timely manner to the clerk, and daily cash logs were not maintained or remitted with the collections."

Mr. Dingman would often wait months to remit his garbage bag money, I spoke to him about the importance of timely remittance of the money and I spoke to former Supervisor Wood about this problem. It fell on deaf ears neither one of them cared or did anything about it. I also called the comptrollers office and informed them of what was happening.

On page 6 of the Audit it says and I quote

"In addition cash collected and maintained at the transfer station was not properly secured or accounted for." And page 6 also says and I quote "The discrepancies at the transfer station occurred because the BOARD and the SUPERVISOR DID NOT PROVIDE SUFFICIENT OVERSIGHT OF CASH COLLECTIONS AT THE TRANSFER STATION"

In other words the transfer station was not properly accounting for the money that they were handling and not securing the garbage bags and the board and supervisor didn't pay any attention. In order to prevent this from happening again Councilwoman Harris audited the transfer station last year (2017) and Councilwoman Seaman has been appointed to audit the transfer station periodically this year (2018).

Now let's look at what page 6 of the audit says about the town clerk (which was my job for 4 of the 4 1/2 years audited) and I quote

"Once money was remitted from the transfer station to the clerk, the collections were properly receipted, recorded and deposited in a timely manner. We examined the clerks records from February 29, 2012 through August 18, 2016 and found duplicate receipts were issued to the attendant and sales were recorded in the clerk's daily collection report.

In other words the town clerks office did what it was supposed to do.

On page 8 of the audit it says and I quote

" of the 431 missing rolls, 305 were unaccounted for at the transfer station" and "town officials had no explanation for what happened to the \$4,500 in bags provided to the transfer station or the remaining \$1,600 in unaccounted for bags".

I can also add a fact unknown to the auditor and that is when the former supervisor ordered the cases of bags she made no provisions for having an official around to receive them or to count them so that when they were delivered thousands of dollars worth of bags were left unattended until I was alerted and had the highway crew carry them case by case to the basement where they were locked up.

The full audit may be found on the town website thurmanny.com and on the NYS Comptrollers Office website. I challenge Mrs. Seaman to bring the audit to the April regular meeting and prove her degrading, slanderous and defaming allegations.

No where in the audit of Garbage bag inventory and collections does it say anything about bags or money missing from the clerk's office. Gail Seaman's and former Supervisor Evelyn Wood's allegations are 100% false. Both Wood and Seaman have historically used false and degrading accusations against others to create a smokescreen to hide their own poor performance as town officials.

After the Supervisor had finished reading her statement **Councilwoman Seaman** wanted to respond with a verbatim statement. The Supervisor had asked if there was any old business or new business. She then opened the floor to Privilege of the floor. **Councilwoman Seaman** continued to talk about the garbage bag audit. Councilwoman Seaman again stated that there was \$100,000.00 missing from the town's funds.

PRIVILEGE OF THE FLOOR: Privilege of the floor was granted.

Jamiee Ross, Tax Collector noted that her office would be open for the hours of 9-12 in the morning on March 31st even though those hours were not posted.

CORRESPONDENCE: The Town Board received correspondence from Sunday Conine and June Maxam. Also included was an old letter from Mr. Englemann stating the new billing procedures. The Supervisor read a letter from referencing Highway Law and the signing of papers to release CHIP moneies.

RESOLUTIONS CONTINUED:

Resolution # 43

On a motion introduced by **Councilwoman Harris** and seconded by **Councilwoman Seaman**

Resolution No.

RESOLUTION SUPPORTING POLICE BENEVOLENT ASSOCIATION OF NEW YORK STATE, INC. (PBA OF NYS) PROPOSAL TO INCREASE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOREST RANGER STAFFING TO A STATEWIDE TOTAL OF 175

The following resolution was offered by [] who moved its adoption.

WHEREAS, NYS forest rangers have provided care, custody and control of the Forest Preserve and all DEC managed lands throughout the state since 1885, protecting the valuable natural resources and the people who recreate there; and

WHEREAS, forest rangers are unequalled stewards of the land who are police officers, wildland firefighters and wilderness first responders that patrol these lands year round; and

WHEREAS, the addition of over 1 million acres of DEC managed lands the last several decades without staffing increases has caused the ratio of DEC managed lands per ranger to grow from 1 ranger per 28,516 acres in 1970 to 1 ranger per 53,752 acres today; and

WHEREAS, the dramatic increase in recreational use on state lands has led to a corresponding increase in the number of search and rescue operations. In both 2015 and 2016 forest rangers participated in over 300 incidents annually. Those numbers had not been surpassed in the rangers' previous 130 years of existence; and

WHEREAS, Adirondack communities rely heavily on tourism associated with state land recreation which, gratefully, has been well-promoted by this administration; and

WHEREAS, forest rangers are essential to providing a safe and positive recreational experience for tourists utilizing state land; and

WHEREAS, the current level of forest ranger staffing, 135 statewide including supervisors, is not adequate to fulfill their unique mission given the amount of land they patrol and the number of incidents they respond to; and

WHEREAS, the proposal by the PBA of NYS to increase forest ranger staffing has wide public and bi-partisan support from local governments, business groups, environmental groups and outdoor recreation clubs for a simple reason: It protects the people from the land and the land from the people; and

WHEREAS, this proposal represents the best solution to address the increase in public lands and those utilizing it.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of [Thurman] does hereby support the PBA of NYS proposal to increase forest ranger staffing to 175 rangers statewide, which is deemed critically important to our community, state land, the environment and the People of the State of New York; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the PBA of NYS, 11 North Pearl Street, Suite 1200 Albany NY 12207.

Motion Carried: Ayes~ 4 Harris, Needham, Seaman, Hyde, Nays~0

Resolution # 44

On a motion introduced by **Councilwoman Seaman** and seconded by **Councilwoman Harris**

RESOLUTION INCREASING FEE FOR DOG BOARDING

The town currently charges \$13.00 per dog per day for dog boarding. This fee is charged to reimburse the town for paying dog boarding fees to Glens Falls Animal Hospital when a dog is picked up in the town of Thurman and boarded at the hospital. Glens Falls Animal Hospital now charges \$16.00 per dog per day. The town board of the Town of Thurman approves raising the town dog boarding fee to \$16.00 per dog per day to cover the increase in boarding costs at Glens Falls Animal Hospital.

Motion Carried: Ayes~4 Harris, Needham, Seaman, Hyde, Nays~0

Resolution #45

On a motion introduced by **Councilwoman Seaman** and seconded by **Councilman Needham**

RESOLUTION REQUESTING SYSTEM OPERATION PROPOSALS

BE IT RESOLVED that the Thurman Town Board hereby requests proposals for the operation of the Thurman white space internet system and

BE IT FURTHER RESOLVED that the proposal due date shall be _____

at __pm. The Town of Thurman reserves the right to reject any and all bids and/or proposals. Bids/proposals must comply with all applicable local, state and federal laws.

The Town has a Town-owned wireless broadband network, and seeks a qualified network operator to provide authentication, authorization and accounting (AAA); subscriber management, billing and reporting; and network monitoring and management services. The selected network equipment supports standard industry protocols and management interfaces; including but not limited to RADIUS, SNMP, sFlow, IPsec VPN, HTTP, HTTPS, SSH and Telnet.

The Network Operator Proposals shall include the following at minimum:

- Provide and maintain high availability RADIUS server(s) for subscriber authentication, authorization and accounting (AAA)
- Provide and maintain a subscriber web portal for service activation, online billing and payment, and subscriber usage reporting
- Provide and maintain financial reporting system(s) for the Town's use; including but not limited to subscriber payments and session data
- Provide and maintain network management system(s) capable of monitoring and graphing bandwidth usage for individual network interfaces, and latency and packet loss for individual network devices.
- Provide and maintain Town access to all systems, with complete documentation for portability of operations and management.
- Define of responsibilities between the Town and Network Operator
- Define demarcation of responsibilities between Network Operator and subscribers
 - Define subscriber equipment installation options and practice(s)
- Maintain compliance with all applicable FCC regulations regarding radio equipment
- Monitor, maintain, update and adjust network equipment to enhance network performance and reliability.
- Demonstrate all above systems in one or more existing production networks
- Demonstrate a minimum of five years experience directly providing residential broadband

Bid Number: - 4	Bid Title: Thurman White Space Project ect — System Operation	
Date Issued:	Procurement Officer: Evelyn Wood	
Deadline for Questions:	Telephone:518-623-9649	Fax:518-623-4050
Bid Opening Date and Time:	<u>E-mail:thurmansupervisor@gmail.com</u>	

Date Delivery Required:

Delivery location F.O.B. (Destination): Thurman Town Clerk, 311 Athol Rd, Athol, NY 12810

You are invited to participate in this Invitation for Bid. Please submit your bid response in conformance with the instructions specified herein.

By submitting a bid response, the bidder agrees and promises to sell, furnish, and deliver to the Town all commodities and services contained in this Invitation for Bid for which a contract is awarded by the Town. The bidder shall fully perform the contract in accordance with the all specifications, terms and conditions, and requirements contained in the Invitation for Bid and shall comply with all applicable provisions of the laws of the State of New York made a part of the Invitation for Bid and contract by reference.

Written acceptance of the bidder's bid response by the Town, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the Town of Thurman, and the bidder named below:

Bidder Company Name:			
Street Address:			
P.O. Box:	City	State:	Zip Code:
Toll Free Telephone:	Telephone:	Fax:	
Federal I.D. or Social Security No.:		E-Mail:	
Type or Print Name of Person Signing:		Title:	
Authorized Signature:			
Acceptance (For TownUse Only)			
Bid response accepted and contract awarded.			
By		Title	
Signature			Date

Mailing Instructions

Mail a completed and signed Invitation for Bid response in a sealed envelope to the address listed below. Bid responses received after the date and time specified on the cover sheet of

this Invitation for Bid will be rejected. Address the envelope containing your response in the following manner:

BID NUMBER - TWSP-4

BID OPENING DATE –

Thurman Town Clerk

Town of Thurman

P.O. Box 29

311 Athol Road

Athol, New York 12810

Bidder Checklist. Have you remembered to:

- Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
- Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
- Indicate whether you can meet the delivery date indicated on the cover sheet? • Sign your bid response on the cover sheet?
- Initial all changes and corrections?
- Submit any required samples or enclosures, if applicable? • Mark the envelope as indicated above?

Bidder's Instructions

Addition of Terms and Conditions. Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Town of Thurman. Bids with any additional terms and conditions may be rejected as nonresponsive.

- 2. Assistance to Bidders with a Disability^y.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodation can be made.
- 3. Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless otherwise specified by the Procurement Officer in writing.
- 4. Bid Opening.** All bids received by the time and date of the bid opening will be publicly opened by the Purchasing Agency at the location indicated on the cover sheet of this solicitation. Interested parties are invited to attend the bid opening.
- 5. Bid Results.** Bidders desiring a copy of the bid results are instructed to include a self-addressed, stamped, envelope with their bid response. Bid results will be

mailed when an award decision is made. Bidders may also obtain bid results or arrange to review the bid file by contacting the Purchasing Agency.

6. Corrections. The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

7. Definitions:

- Bidder any person or firm submitting a competitive bid in response to a solicitation.
- Bid Results a summary of all bid responses received and the award results
- Bid response the executed document submitted by a bidder in response to a solicitation.
- Contractor any person or firm having a contract with a governmental body.
- Solicitation the process of notifying prospective bidders that the State wishes to receive bids for furnishing goods and services.

8. Facsimile Bids. Bid responses faxed to the Purchasing Agency will be rejected. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the Purchasing Agency before the date and time specified in the solicitation.

9. Late Bids. It is the bidder's responsibility to ensure that a bid response is physically deposited with the Purchasing Agency prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected regardless of the degree of lateness or the reason.

10. Multiple Bids. Bidders may submit more than one bid in response to this solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

11. New Equipment and Materials. Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

12. Packaging. All commodities and equipment are to be delivered and packaged strongly and securely according to accepted commercial practices.

13. Prices, Currency. All prices must be in United States currency.

14. Pricing (Unit and Total Prices). The unit price is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

15. Protests. An interested party may protest the solicitation within seven days before the bid opening or protest the Notice of Intent to Award or the award within seven days after receiving notice. Notice of award will be issued only to those bidders who submitted responses to this IFB. Seven calendar days after award or issuance of the Notice of Intent to Award; it will be assumed that all interested parties knew or should have known all the facts surrounding the award.

16. Questions and Clarifications. All questions and requests for clarification regarding this

solicitation must be addressed to the Procurement Officer referenced on the cover sheet of this document. The requirements of this solicitation can only be altered by written amendment of the solicitation. Verbal communications from whatever source are of no effect. Questions must be received by the deadline specified on the cover sheet to allow the Procurement Officer to issue any needed amendments in sufficient time before the bid opening date.

17. Review of the Bids. After the bid opening, bids become subject to New York State open records laws. Interested parties may request public information and make arrangements to review the bid file by contacting the Town Clerk during normal working hours Monday through Friday, excluding holidays.

18. Resection. The Town reserves the right to reject any and all bids in whole or in part. Bid responses will be rejected if:

- the bid response is not legible.
- the bid response is not completed as requested. • the bid response is faxed to the Town
- the bid response is not responsive to the specifications or other requirements of the solicitation.
- the bid response is received after the time and date specified.
- the bidder was required to be registered as an approved bidder by the deadline for receipt of bids, and failed to do so.
- the bidder is determined to be not responsible.

20. Signature. The bidder submitting the bid response or that bidder's duly authorized agent or representative must sign the bid response manually in ink. The name and title of the person signing the bid response must be typed or printed below the signature.

21. Specifications, Brand Name or Equivalent. Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the Town will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Town will notify the bidder of the rejection.

22. Specifications, Compliance. All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must contact the Town in writing as soon as possible, so the Town can determine whether the specifications need to be amended.

23. Taxes. The Town does not pay sales tax. The state sales tax exemption number is 14-6002468. The Town will furnish a tax exempt certificate upon request.

24. Withdrawal or changes to a bid response prior to the bid opening date and time.

Before the bid opening date and time, the bidder's authorized representative may withdraw or change a bid response by making a written request to the Town Clerk.

25. Withdrawals after the bid opening date and time.

After the opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the Town Board. Bidders repeatedly withdrawing bids after the opening date may be removed from the Town's bidders list.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Affirmative Action. The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to race, color, religion, sex, national origin or physical handicap.

2. Applicable Law and Venue. This contract is governed by and construed in accordance with the laws of the State of New York. Any action to enforce this contract must be brought in the Supreme Court of Warren County, New York.

3. Assignments and Subcontracts. The contractor may not assign or otherwise transfer or delegate any right or duty without the Town's express written consent. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the Town.

4. Binding Contract. The acceptance of a bid response in writing by the Town of Thurman constitutes a contract between the bidder and the Town. Written acceptance from the Town of Thurman will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a Town employee or other Entity will have no force or effect unless reduced to writing.

5. Compliance with Laws. The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including utilization of Women and Minority Owned Business requirements. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.

6. Compliance With Public Records Law. The contractor understands that, except for disclosures prohibited under New York FOIL laws related to confidentiality, the Town must disclose to the public upon request any records it receives from contractor. The contractor further understands that any records which are obtained or generated by the contractor under this contract, except for records that are confidential under New York FOIL laws, may, under certain circumstances, be open to the public upon request under the New York FOIL laws. The contractor agrees to contact the Town immediately upon receiving a request for information under the FOIL laws and to comply with the Town's instructions on

how to respond to the request. Bid responses are exempt records until the time and date of the bid opening.

7. Confidentiality. The contractor agrees not to use or disclose any information it receives from the Town under this contract that the Town has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the Town. The Town agrees not to disclose any information it receives from the contractor that has previously been identified as confidential and which the Town determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the New York State FOIL laws. The duty of the Town and the contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

8. Contract Amendment. After a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior written approval has been obtained from the Town of Thurman.

9. Inspection and investigations. The Town reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

10. Material and Workmanship. All material and workmanship shall be subject to inspection and testing by the Town either at: the point of manufacturer, place of storage, or upon receipt.

11. Payment Terms. Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the Town of Thurman.

12. Termination for lack of funding or authority. This contract shall become null and void, in total or in part, should the State of New York fail to appropriate funds for any or all agencies, which are committed to the terms of this contract. Any such contract termination shall be at no cost to the Town.

13. Termination of Contract

a. Termination without Cause. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. Termination for Lack of Funding or Authority. The Town may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for Cause. The Town by written notice of default to the contractor may terminate the whole or any part of this contract:

- 1) If the contractor fails to provide services required by this contract within the time specified or any extension agreed to by the Town; or
- 2) If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.
- 3) The rights and remedies of the Town provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. Termination, Deliveries. If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Town of Thurman.

Motion Failed: Yeas~2 Harris, Hyde, Nays~2 Needham, Seaman

Resolution # 46

On a motion introduced by **Councilwoman Harris** and seconded by **Supervisor Hyde**

RESOLUTION TO RESCIND THE DECISION TO DELETE THE ASSESSOR CLERK POSITION

WHEREAS the assessor needs the help of a clerk and

WHEREAS this is an important and needed position in the assessors office in order to adequately serve the public and

WHEREAS without the assessor clerk the assessor is unable to meet all the demands of his office and

WHEREAS the 2018 Thurman Town Budget has funds in the amount of \$11,000.00 supported by revenue to fund the assessor clerk position and

WHEREAS the assessor is currently being paid a yearly salary of \$11,000.00 and then expected to perform duties that assessors from other nearby towns are paid \$38,000.00 to \$40,000.00 a year to do (often with the help of a clerk) and

WHEREAS with out the assessor clerk it is impossible for the assessor to attend the LUCA training pertaining to the census and

WHEREAS without the LUCA training and without the accurate census data the town is put in jeopardy and

WHEREAS the majority of public coming to the town hall have expressed their displeasure with the decision to delete the assessor clerk position now

BE IT RESOLVED that the town board of the Town of Thurman rescinds the decision to delete the assessor clerk position

A Roll Call Vote Was Called.

Motion Failed: Ayes~2 Harris, Hyde, Nays-2 Needham, Seaman

Resolution # 47

On a motion introduced by **Councilwoman Harris** and seconded by **Supervisor Hyde**

RESOLUTION TO RESCIND DECISION TO ELIMINATE FUNDS FOR THE DEPUTY TOWN CLERK POSITION

WHEREAS the town clerk needs the help of a deputy clerk and

WHEREAS this is an important and needed position in the town clerks' office in order to adequately serve the public and

WHEREAS the 2018 Thurman Town Budget has funds in the amount of \$4,000.00 supported by revenue to fund the deputy town clerk position and

WHEREAS the majority of public coming to the town hall have expressed their displeasure with the decision to expect the deputy town clerk to work for free and

WHEREAS it is unfair to expect the deputy town clerk to work for free in 2018 when there is money in the budget to pay the deputy town clerk and when in all the years prior it has been a paid position be it

RESOLVED that the town board of the Town of Thurman rescinds the decision to eliminate funds for the deputy town clerk position

A Roll Call Vote Was Called

Motion Failed: Ayes~ 2 Harris, Hyde, Nays~ 2 Needham, Seaman

Resolution # 48

On a motion introduced by **Councilwoman Harris** and seconded by **Supervisor Hyde**

RESOLUTION TO RESCIND DECISION TO CUT HOURS AND HOURLY RATE

WHEREAS the town supervisor needs a full time confidential secretary to do secretarial work and bookkeeping and

WHEREAS this is an important and needed position in the Office of the Town Supervisor in order to fulfill the fiscal and administrative duties of that office and

WHEREAS the 2018 Thurman Town Budget has funds in the amount of \$24,336.00 supported by revenue to fund the confidential secretary position at the rate of \$13.00 per hour and

WHEREAS the 2018 Thurman Town Budget has funds supported by revenue to provide benefits to this full time position of confidential secretary and

WHEREAS the supervisor's office always had either a part time secretary **AND** a part time bookkeeper or a **FULL** time confidential secretary/bookkeeper except for a period of time when a former supervisor could not find anyone willing to fill this full time position and

WHEREAS all the duties and reports that the supervisors office is responsible for cannot be completed with the confidential secretary working part time and the supervisor serving on 8 committees at the Warren County Municipal Center now be it

RESOLVED that the town board rescinds its decision to cut the hours and the hourly rate of the confidential secretary.

A Roll Call Vote Was Called

Motion Failed: Ayes~2 Harris, Hyde, Nays~2 Needham, Seaman

Resolution # 49

On a motion introduced by **Councilwoman Harris** and seconded by **Supervisor Hyde**

RESOLUTION TO RESCIND RESOLUTION RESTRICTING 2ND DEPUTY TOWN CLERK'S ABILITY TO PERFORM DUTIES

WHEREAS the town clerk is allowed up to three deputies and whereas a second deputy town clerk was appointed by the clerk to help with the work load and

WHEREAS the 2nd deputy town clerk's help is needed and

WHEREAS three board members voted to restrict the second deputy town clerk's duties to answering phones preventing her from being able to help with the workload and

WHEREAS if a second deputy is willing to help and help is needed it doesn't make sense to prevent this willingness to help now be it

RESOLVED that the town board rescinds their decision to prevent the second deputy clerk from doing anything except answer the phone and

Whereas the second deputy town clerk has also been appointed by the Town Clerk to serve as deputy registrar and a town must have a deputy registrar now be it understood that the second deputy town clerk in her capacity as deputy registrar will perform all the duties necessary to that appointment.

A Roll Call Vote Was Called

Motion Failed: Ayes~2 Harris, Hyde, Nays~2 Needham, Seaman

Resolution #50

On a motion introduced by **Councilwoman Harris** and seconded by **Councilman Needham**

RESOLUTION TO APPOINT YOUTH BUREAU REPRESENTATIVE

The town board of The Town of Thurman appoints Susan Shepler to serve as volunteer Warren County youth bureau representative for 2018.

Motion Carried: Ayes~3 Harris, Needham, Seaman, Nays~0 Abstain~1 Hyde

Resolution # 51

On a motion introduced by **Councilwoman Harris** and seconded by **Councilwoman Seaman**

OPPOSITION TO TAXABLE NYS OWNED LAND CONVERSION TO PILOTS

WHEREAS, State-owned lands are currently assessed by the local municipality where the State land is located, and

WHEREAS, Governor Andrew Cuomo is proposing to convert the local assessment of taxable State-owned land into a Payment in Lieu of Taxes (“PILOT”) program based on existing tax amounts to be increased each year by the allowable levy growth factor, and

WHEREAS, said payment change will result in loss of local assessment of taxable State-owned as well as loss in tax revenue to local

municipalities due to changes in value not reflected in a PILOT agreement,

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Thurman that the assessments of taxable State-owned land should remain under control of the local municipality where such property is located and is hereby opposed to New York State converting the assessment of taxable State-owned land into a Payment in Lieu of Taxes, and

BE IT FURTHER RESOLVED that the Town Clerk is hereby authorized to forward a copy of said Resolution to the following persons:

Governor Andrew Cuomo
NYS Senator Elizabeth Little
NYS Assemblyman Daniel Stec

Motion Carried: Ayes~4 Harris, Needham, Seaman, Hyde, Nays~0

Resolution # 52

On a motion introduced **Councilwoman Harris** and seconded by **Councilwoman Seaman**

RESOLUTION TO APPROVE TRAINING

The town board of the Town of Thurman approves Association of Towns finance school training on May 3-4, 2018 in Saratoga, New York for Cynthia Hyde and Debra Runyon.

Motion Carried: Ayes~4 Harris, Needham, Seaman, Hyde, Nays~0

Resolution #53

On a motion introduced by **Councilwoman Seaman** and seconded by **Councilman Needham**

RESOLUTION TO APPROVE EASTER PARTY FUNDS

The town board of the Town of Thurman approves \$500.00 for the Thurman Youth Easter Party.

Motion Carried: Ayes~3 Needham, Seaman, Hyde, Nays~1 Harris

Resolution # 54

On a motion introduced by **Councilwoman Harris** and seconded by **Councilman Needham**

RESOLUTION APPROVING THE SUPERVISOR TO SIGN BAND CONTRACTS

BE IT RESOLVED that the Supervisor for the Town of Thurman has the authority to sign contracts for the summer band series.

Motion Carried: Ayes~3 Harris, Needham, Hyde, Nays~1 Seaman

Resolution # 55

On a motion introduced by **Councilwoman Harris** and seconded by **Supervisor Hyde**

RESOLUTION TO PAY CLAIMS

The Town Board of the Town of Thurman approves

General Fund ~ \$10,143.25

Highway Fund ~ \$51,313.59

March 14, 2018 Regular Board Meeting

Enterprise Fund ~ \$225.00

Voucher numbers 2018-137 thru 2018-219

A Roll Call Vote Was Called

Motion Carried: Ayes~3 Harris, Needham, Hyde, Nays~1 Seaman

Adjournment: On a motion introduced by **Councilwoman Harris** and seconded by **Councilwoman Seaman** the meeting was adjourned at 9:12 pm.

Respectfully Submitted,

Susan E Staples, Town Clerk

March 27, 2018

Attachments

March 13, 2018

Cynthia Hyde, Thurman Town Supervisor

311 Athol Road PO Box
29

Athol NY 12810

Dear Cynthia:

Enclosed, please find copies of the invoices you sent to my former address for Whitespace service, dated September 1, 2017 and December 1, 2017. You will also find copies of the electronic checks from my bank showing payment made on September 11, 2017 and December 11, 2017.

These checks were electronically cancelled as follows:

Pay to the Order of Glens Falls National Bk & Tr. Co.
Glens Falls, NY
TOWN OF THURMAN
GENERAL FUND ACCOUNT
Acct. #6290310081

March 14, 2018 Regular Board Meeting

My account was completely up-to-date throughout the entire time we utilized the Whitespace service at 110 Garnet Lake Road, Warrensburg, NY 12885.

My concern is that not only were invoices sent to me much later than is acceptable accounting practice, but that it is obvious that there is no competent person keeping track of accounts receivables.

I have several questions due to these errors:

- 1) Who balanced the account?
- 2) What were my payments applied to?
- 3) How many people still owe Whitespace charges?
- 4) How many people have been overcharged for Whitespace due to these errors?
- 5) Is there no reconciliation of how much was billed and how much was received toward Whitespace?

I respectfully request documented responses to these questions under the Freedom of Information Law. Kindly send responses to: Sunday Conine, 111 Cameron Road, Athol, NY 12810.

Please do not attempt to bill me for Whitespace going forward, as my account was paid in full and equipment was transferred to the new owners of 110 Garnet Lake Road South, Warrensburg, NY 12885.

Sincerely,

Sunday ConinYJ

Town of Thurman

P.O. Box 29
311 Athol Road

Athol, New York 12810

Evelyn M. Wood

Town Supervisor

Phone 518-623-9649

Fax 518-623-9573

ThurmanSupervisor@Verizon.net

4/28; 16

To: Fred Enge(mann

Adirondack InternetiPublic Access 14
Joan's Court

Chestertown. NY 12817

Re: Thurman White Space Internet Operations

March 14, 2018 Regular Board Meeting

Mr. Entlelmann,

We are reaching out to notify you that the subscribers using the town's white space internet system have all been sent notices directing them to remit their monthly fees directly to the town. As the town does not have a contract in place for operation all monthly fees must come directly to the town. You may find that subscribers have begun or will shortly be closing their payment accounts or alerting their credit card companies to discontinue payments as they transition over to the new payment system. The subscribers are not discontinuing service, this is simply a billing change on the part of the town and as such their service should not be interrupted during this process. We wanted to reach out to you so that you are aware of the change and to prevent any disruption of service to our subscribers. As always if you have any questions or concerns you can contact my office at 518-613-9649. We look forward to your cooperation in this matter.

Evelyn Wood

Supervisor. Town of Thurman

THE NORTH COUNTRY GAZETTE

Box 408

Chestertown, NY 12817

[news\(Dnorthcountrygazette.org](http://news(Dnorthcountrygazette.org)

Feb. 15, 2018

Susan Staples, Town Clerk

Town of Thurman

311 Athol Road, PO Box 29
Athol, NY 12810

RE: Contract for Animal Control Servicers

Supervisor Hyde and Members of the Thurman Town Board:

I would like this letter to the town board included in the official records of the town as well as made part of the communications presented at the next town board meeting.

I have been reporting on the operations of the Warren County SPCA Inc. for several years and had a particular interest in the town's contract for animal control services.

Such prompted me to find the video of the Jan. 4 organizational meeting and watch same. I was appalled at the wholly improper demeanor of Gail Seaman and the fact that she seems to act without supporting documentation, just taking whatever someone tells her to be gospel as she allegedly did with the Warren County SPCA as she provided absolutely no support for her comments.

Gail Seaman's demeanor at town board meetings is reprehensible, outrageous and just totally unacceptable. I have covered a lot of public meetings in the 50+ years of journalism and have NEVER seen any public officer act like Gail Seaman. She is an embarrassment to the town. I can't imagine what people from other towns think when they view a video of the Thurman Town Board.

March 14, 2018 Regular Board Meeting

And she's a hypocrite. She repeatedly accuses Supervisor Hyde of not being accountable. I-however, it is Seaman who is not accountable.

After a month of refusing to provide public documents as requested, Seaman finally decided to comply with the Freedom of Information Law after I informed the town that she could be forced to compel to comply through litigation against the town, her lack of accountability and transparency costing the taxpayers unnecessary legal fees.

For nearly a month after a FOIL request had been submitted to the Town of Thurman by The North Country Gazette requesting copies of communications between Seaman and the Warren County SPCA, Seaman refused to respond.

On Friday, Feb. 9. Town Clerk Susan Staples told NCG that she had made several requests to Seaman about the FOIL request filed in early January but that Seaman had not acknowledged the requests. Staples said she was unsure when she would be able to fulfill the FOIL request.

Seaman has hypocritically accused Thurman supervisor Cynthia Hyde. with whom she repeatedly clashes and seems to enjoy initiating and further the public abuse and slander, of withholding information

But apparently Seaman decided to become accountable after NCG published an article about her lack of accountability and transparency as she quickly produced some of the communications requested between herself and Darlene Hayes **who** calls herself the executive director oldie SPCA although the organization has refused to publicly identify its officers.

Seaman was copied on a email sent Friday, Feb. 10, to Thurman officials by NCG that in view of Seaman's failure to comply with FOIL, an Article 78 proceeding would be filed to compel her response which would result in legal expense for the town.

On Saturday, Feb. 10, she produced emails between herself and SPCA officers James Fitzgerald and Darlene Hayes.

Seaman claims to be a member of the Warren County Board of Ethics although that body has its own ethics issues as one of the three purported members has not filed an oath of office as required by state law and the state Constitution.

In that such an ethics board is required to have three members, by law the board is not legally constituted and cannot conduct business as such Seaman had been in office as a Thurman councilperson only three days before Darlene Hayes of the SPCA singled her out to lobby for renewal of a contract for dog control services for the town.

But the thing is, the contract is with an entity called SPCA of Warren County NY which doesn't legally exist and which Darlene Hayes cannot legally claim to represent.

According to records obtained by The North Country Gazette, Hayes and the Warren County SPCA intentionally sought out Seaman by phone on Jan. 4 rather than town supervisor Cynthia Hyde, town clerk Susan Staples or other board members to discuss the town's contract for dog control services.

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In November, 2016, before Seaman was ousted from town government and former supervisor Evelyn Wood resigned, Seaman led the town board in contracting with an entity unregistered to do business in New York State.

Such unregistered entries cannot advertise, cannot enter into contracts and simply cannot do business in the state and to do so, constitutes a fraud and deceptive business practices.

There is no such organization, profit or non-profit, known as the SPCA of Warren County NY of which James Fitzgerald claims to be president authorized to do business in the state and for Hayes and Fitzgerald to do so is a violation of not-for-profit corporation law and General Business Law.

In other words, in 2016, Seaman and former supervisor Evelyn Wood approved a fraudulent contract and could not legally expend any town tax dollars to fulfill that contract----but they did.

Section 202 of Not-for-Profit Corporation Law states (0 no corporation shall conduct activities in New York state under any name, other than that appearing in its certificate of incorporation, without compliance with the filing provisions of section one hundred thirty of the general business law governing the conduct of business under an assumed name. <http://codes.findlaw.com/ny/notforprofit-corporation-law/npc-sect-202.html>

The certificate of incorporation on file with the Department of State is in the name of Warren County Society for the Prevention Of Cruelty to Animals Inc. and that's the ONLY name that they can legally use to conduct business including the execution of contracts.

According to legal experts, the signing of any contract by anyone claiming to be an officer of the nonexistent entity constitutes a fraud.

At the time Wood and Seaman chose to replace former DCO Dexter Baker, he was serving the town at an annual salary of \$2,675 and was additionally a certified nuisance wildlife operator but under the "leadership" of Wood and Seaman, the board voted 4-1 to pay an illegal entity \$5,000 to perform less services as well as a duplication of some services that were already being provided the town under a contract with the county with the Warren County SPCA for animal control services.

As soon as Hyde brought up the subject of the animal control contract at the Jan. 4 organizational meeting, Seaman quickly attacked it, saying that she, a new board member, had received a phone call from the Warren County SPCA., claiming that they had been unable to reach Supervisor Hyde. <https://www.youtube.com/watch?v=181.iBAEeULI> (starting about minute 28)

Seaman was emphatic that the contract with the SPCA be renewed at a cost nearly double what Baker had been paid and to provide fewer services. While Baker was ACO, he was handling dog bite calls and followups at no additional cost to the town, as part of his job.

But because of the antics and demands of Fitzgerald and the Warren County SPCA who refused to handle the followup bite checks unless they were paid \$75,000 more by the county to do so, the Warren County Health Services is now in complete control of the county's rabies plan and use appointed animal control officers to conduct the followup calls at \$40 each plus mileage. http://www.northcoiuntrygazette.org/2018/02/10/seaman_foil/

It had also been alleged that Fitzgerald and. the SPCA were not conducting the bite checks following the 10-day quarantine period as required.

March 14, 2018 Regular Board Meeting

Additionally, it appears that Thurman taxpayers are being forced by Seaman and the other two new board members, Douglas Needham and Brenda Ackley who supported Seaman in turning back Hyde's attempt to reappoint Baker, to pay double for some services.

The contract should be for dog control only---Article 7 of the state Agriculture and Markets Law and the town's own dog control ordinance

There should be nothing in the town contract about animal cruelty, cats, wildlife or farm animals as none of that is covered under Article 7. Such services are already provided to the town under the county contract for animal control services or by statutory law such as Section 371 of Article 26 and the town taxpayers should not have to pay twice for the same coverage.

Farm animals are not covered under Article 7 nor should they the town be paying separately for "humane officer enforcement pursuant to any contractual arrangement between the SPCA and Warren County". That too is presumably covered under the county contract.

Under Article 7, a dog control or animal control officer can ONLY handle dogs. They have no authority to impound or pick up farm animals. The only legal cause to pick up a farm animal would be in an animal cruelty case and under Article 7, animal control and/or dog control cannot handle animal cruelty calls.

Any animal cruelty call in the town MUST be handled Under Article 26 of the Agriculture and Markets Law, Section 371 by either the State Police or Warren County Sheriffs Office and the town cannot be separately charged. If the State Police or sheriffs office calls upon the SPCA to help with the investigation, that's at no cost to the town, it's covered under the county contract.

Hayes and Fitzgerald routinely tout certification by National Animal Care and Control Association but according to the NYS Division of Criminal Justice Services, any such "certification" is NOT recognized in NYS and does not address New York statutes The contract in the name of the unlawful entity contains absolutely no provision for the licensing of dogs or dog enumerations. In fact, Seaman doesn't want to comply with state law and. Article 7 in regard to conducting a routine dog census.

Town clerk Staples had explained at the Jan. 4 meeting that dog control officers should go door to door to conduct a enumeration and find out if the dogs being harbored are licensed and have been vaccinated for rabies.

Seaman's sarcastic response was "who in town wants someone knocking on their door?".

Staples responded, "actually its state law, it has to be done every so many years".

Seaman said she knew of no town where anyone goes door to door to "check your dogs. That's a little intrusive in my mind", again clearly demonstrating her ignorance of the situation and laws governing dog control.

A dog enumeration is undertaken in the town of Chester about every five years.

Staples said it had been done previously in the town of Thurman to which Seaman belligerently responded, "No it hasn't" and then said, "it doesn't matter" Hyde said revenues for dog licensing had

March 14, 2018 Regular Board Meeting

decreased since Baker had been discharged and that claim of declining revenues seems to be persistent in each of the six towns that the "SPCA of Warren County NY" is contracted.

Neither Thurman's 2017 contract nor the current one with SPCA of Warren NY appears to be valid and the contract is not in compliance with Article 7, Ag and Markets Law, a copy of which can be found here. <https://www.agriculture.ny.gov/Al/Allaws/article7.pdf>

No one, not even the Warren County SPCA, can supercede state law.

The contracts obligate Thurman taxpayers to pay for the transport of farm animals if impoundment is necessary at the sole expense of the town.

However, not only are farm animals not covered under Article 7 but the Warren County SPCA is legally obligated under the current contract with Warren County to provide not only the transport but all boarding costs and medical care of farm animals if they are called in by police to seize such animals during an animal cruelty investigation. It's not a town expense

Farm animals are not covered under Article 7 which addresses dogs only and the costs of seizure is not the legal responsibility of Thurman taxpayers. Seaman decided, Saturday to produce some emails with the SPCA, providing a copy of an email dated Jan.4 sent by Hayes to Seaman at 9:40 a.m. with a copy to Fitzgerald and herself under the subject line of "WCSPCA Contract 2018".

<http://www.northcountrygazette.org/documents/SeamanSPCA.pdf>

Hayes made no effort to provide a copy of her communications to Supervisor Hyde or other board members. The communications included a copy of the proposed contract and Hayes continues to fraudulently act as the unregistered entity of SPCA of Warren County NY which violates Not-For-Profit Corporation Law and could be cause to revoke the tax exempte 501 c3 status of Warren County SPCA Inc.

In what has become known as the standard method of operation for Hayes and the SPCA, she made claims of calls and other service for which she could not and did not substantiate, referring to animal cruelty calls which would not be covered under the town contract or Article 7 and the town's dog ordinance and should not be part of any "negotiations" for renewal.

Hayes claimed that there were multiple calls after business hours for pitbulls "locked in trailers" but provided no substantiation in her rambling diatribe.

According to the "reports" presented to the town by Hayes and the SPCA for the mine month period of Jan. 1 to Sept. 30, a total of 28 calls were answered albeit most of those were phone calls listed as "informational" requiring no action, calls to report a lost dog, a dog running at large or adoption inquiries and resulted in no response to the town.

According to call logs submitted by the Warren County SPCA to the county, from Oct. 1 to Dec. 31, 10 other inquiries were answered involving Thurman, only two which resulted in a response indicating that Thurman taxpayers paid about \$125 each time the SPCA to answered their phone. There were no reports found on the SPCA call logs for Thurman about any pit bulls left in any trailers in Thurman.

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At 10:21 a.m. on Jan. 4, Fitzgerald emailed Seaman a copy of a "reference" letter dated Dec. 29 and signed by Libby Post representing the Animal Protection Federation of Albany. Organizations have to pay for membership in this organization which appears to include perks such as such reference letters. Fitzgerald has been busy circulation this letter to various municipal outlets including the county and several towns.

But once again, someone's telling a story.

Fitzgerald and the Warren County SPCA keep parading this letter signed by Post claiming that the Warren County SPCA answers 3,000 animal cruelty calls per year and adopts out 100 dogs.

Well, I hope he doesn't plan on auditioning for To Tell The Truth because the records just don't support those claims and he's never produced any viable records to the county or any where else that I know of about how many dogs and cats are seized, impounded, vaccinated and their disposition. According to the 2016-990 tax information return filed with the IRS which Hayes signed under penalty of perjury as "chairperson of the B", excluding contributions (\$14,382), governmental funding and investment income, their "other income" was listed at \$3,899 in 2015 and \$6,658 in 2016.

Hayes and the SPCA identify that \$6,658 as being income from fundraisers. The 990 indicates absolutely nothing reported to the IRS as income from adoptions which would purportedly be about \$20,000 if you believe their claim as they advertise adoptions at \$195 per dog and claim, per Libby Post, that they adopt out 100 animals a year.

Once again, they still haven't provided any supporting documentation for their claims.

Libby Post writes about hoarding situations and how Warren County SPCA is providing "humane law enforcement services" and SPCA is there to rescue the animal".

Bulloney. Why was a cow (that the SPCA and Sheriff Bud York call a bull) and all the other animals left on the Rambone property in 1-loricon for nearly 30 days after being found to be malnourished and neglected as reported in the SPCA's own call log'?

Why wasn't the cow removed from the property on Dec. 2 after the SPCA recorded that they and the State Police located a cow on the property that had ice hanging off from it from not being properly sheltered and appeared to be malnourished?

The cow was not removed until Dec. 31 until AFTER 2 pigs, a duck and a chicken were found frozen to death and why, even then, all the ducks, chickens and other animals including four dogs were allegedly left on the property by Fitzgerald. That's not humane treatment.

Does Libby Post want to explain to the public why, after Casey and Brenda Prosser were recently arrested in Pottersville and charged with seven counts of animal cruelty and five counts of not providing proper shelter for dogs involving nine dogs and two pigs the animals were NOT seized and removed from the property by Fitzgerald although the State Police wanted them seized?

Of course if the SPCA did remove the animals, they by contract with the county and the law, they would have to pay for the boarding and treatment of those animals.

March 14, 2018 Regular Board Meeting

According to the four quarters of the call logs supplied by the SPCA to the county for 2017. they simply did not handle 3,000 bonafide cruelty calls as Post claims.

In fact, according to a FOIL request submitted to the Warren County Sheriff's office, their agency only answered less than a 100 "animal cruelty" calls in the county all last year, most of which were for a dog supposedly locked in a vehicle, most of which were found to be unfounded.

In her Jan.4 email to Seaman. Hayes also stated that she had "facilitated" a December meeting with all the town clerks and Agriculture and Markets when it was "brought up about the difficulty in collection of fees in your town for Dog at Large fees, redemption, licensing etc".

There has been a chronic repetitive problem with SPCA accountability and not only not complying with reporting requirements under the county contract but under Article 7 of the Agriculture and Markets Law. In the past, when Fitzgerald was employed as an animal control officer for the town of Queensbury, he received an unsatisfactory rating from the state due to his failure to maintain and produce the required records concerning seizure and disposition of dogs as well as the redemption fees which, by law, are the property of the town.

Town clerks in most of the six towns with which the non-existent SPCA of Warren County NY contracts says there are no DL18s on file at the town, the seizure and disposition record required by state law to be completed and filed with the town by the dog control officer for all seizures, redemptions and dispositions.

The absence of the required records appears to be a violation of state Agriculture and Markets Law and raises yet more financial and legal issues concerning the SPCA.

Article 7, Section 113 requires that every dog control officer, peace officer, when acting pursuant to his special duties or police officer shall promptly make and maintain a complete record of any seizure and subsequent disposition of any dog. Such record shall include, but not be limited to, a description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owner's name and address, if known.

Upon seizing a dog, the DCO must promptly make and maintain a complete record of the seizure and subsequent disposition of any dog.

After the record is complete and an attempt has been made to notify the owner, if known, by phone, the DCO will deliver the dog to the town's contracted place of impoundment with the completed town for DL 18 for distribution by the adoption agency to the seizing dco the owner of the seized dog and the town and file copy for the adoption agency. The DCO will deliver the dog to a vet if the dog appears seriously injured or sick and in need of emergency measures

Upon payment of the town fee, the town will issue a copy of the Agriculture and Markets Department Form DL-18 to the dog owner or designee which will evidence that the town has received all town reclaim/redemption fees.

Apparently Fitzgerald and the SPCA are not complying with the law and its unknown how the towns track or account for the fees.

March 14, 2018 Regular Board Meeting

This could create an issue with the state comptroller's office as there appears to be no record of fees collected for redemptions and impoundments.

Every dog control officer shall file and maintain such records for not less than three years following the creation of such record, and shall make such reports available to the commissioner upon request.

The governing body of any municipality in which licenses are issued, may, either individually or in cooperation with other municipal entities, require its dog control officer or animal control officer or any other authorized agent to ascertain and list the names of all persons in the municipality owning or harboring dogs, or in lieu thereof, such municipality may contract to have the same done.

In that the town clerk says no DL 18s or other seizure and disposition records are on file with the town, it appears that the town is in violation of the Agriculture and Markets Law due to the alleged malfeasance of Fitzgerald and the SPCA.

According to an investigation conducted by The North Country Gazette, only one of the six towns with whom Fitzgerald and the SPCA is contracting for dog control could provide the required records.

The seizure and disposition record of dogs in the municipality must be completed and filed, subject to review by the NYS Department of Agriculture and Markets DOAM at any time and in particular, during the municipality's annual inspection.

According to several town clerks, a meeting was held Dec. 7 at the Queensbury Town Hall with town clerks of the towns that are currently claiming a valid contract with the Warren County SPCA for dog control services.

The meeting was held several days after Hayes and her husband, Michael who is employed by the Warren County SPCA Inc., had returned from a five day vacation in the Caribbean with the Queensbury large supervisor Rachel Seeber and her husband Kevin Conine who is employed as an investigator with the Warren County Sheriffs Office.

Through the efforts and demands of Seeber, the oversight of the SPCA had been removed from the clerk of the board of supervisors last year and placed under the Warren County Sheriffs Office. Seeber had persistently been the face before the county board of supervisors seeking more money to fund the SPCA.

Seeber, SPCA's Darlene Hayes and Conine are partners in a business venture known as Lake George Premium Brands, water bottled not in Lake George but rather Pennsylvania.

Attending were town clerks from Queensbury, Warrensburg, Lake George and Thurman as well as Thurman's town justice who has also expressed a concern about paperwork and fee issues regarding the SPCA.

A representative from Warren County Health Services also attended as well as Elizabeth Holmes and Annette Holowka from the NYS Department of Agriculture and Markets.

Assistant health director Ginelle Jones said public health was present on invite from the clerks, not the SPCA, to help clarify the county's role regarding rabies.

March 14, 2018 Regular Board Meeting

Several clerks said they were seeking answers from the SPCA why revenues in their towns were down concerning dog control and why forms were not being filed. They were also looking to Ag and Markets to clarify requirements.

Also attending were Queensbury town supervisor John Strough and deputy town clerk Rose Mellon. While Fitzgerald and the SPCA had claimed that the Glens Falls Animal Hospital would no longer be involved with the boarding of animals seized in the towns and that he was going to be boarding dogs at Glens Falls K-9 in Glens Falls with whom he's associated, the towns objected.

Glens Falls Animal Hospital had also stated that they would no longer deal with Fitzgerald.

As a result of protests from the clerks and the towns, that all seized dogs would once again go to the Glens Falls Animal Hospital rather than GFK-9 which is solely a boarding and day care facility and not a veterinarian.

Please base your decisions on facts, not the uniformed propaganda, hyperbole and angst of Gail Seaman.

In the best interest of the town, the taxpayers and certainly the animals, the contract with the illegal entity SPCA of Warren County NY must immediately be terminated, no monies expended to Warren County SPCA and Dexter Baker reappointed to the position of Thurman animal control officer.

Very truly yours,

June Maxam, Publisher

**Town of Thurman
RESOLUTION # 63 of 2018**

Introduced By: Councilwoman Seaman

Seconded By: Councilwoman Ackley

Councilman Douglas Needham yea nay

Councilwoman Brenda Ackley yea nay

Councilwoman Gail Seaman yea nay

Councilwoman Joan Harris yea nay

Supervisor Cynthia Hyde yea nay

RESOLUTION TO REMOVE CORRESPONDENSE FROM THE MINUTES

Resolution to make sure that the correspondence that were included in the minutes erroneously by the Town Clerk be removed from the website and be removed from the minutes.

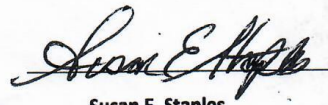
STATE OF NEW YORK)

)SS:

COUNTY OF WARREN)

I, Susan E. Staples, Town Clerk of the Town of Thurman of the County of Warren, do hereby certify that the foregoing is a true and correct copy and the whole thereof, of a Resolution duly adopted by the Town Board of the Town of Thurman of the County of Warren, on the 11th day of April, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Thurman this 30th day of April, 2018.



Susan E. Staples

Clerk of the Town of Thurman
County of Warren