

TOWN BOARD

COUNTY OF ALBANY

TOWN OF COLONIE

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AGENDA SESSION

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THE STENOGRAPHIC MINUTES of the above entitled matter by NANCY L. STRANG, a Shorthand Reporter, on March 7, 2019 6:14 p.m. at Memorial Town Hall 534 Loudon Road, Newtonville, New York 12128

BOARD MEMBERS:

- PAULA A. MAHAN, SUPERVISOR
- LINDA MURPHY, DEPUTY SUPERVISOR
- PAUL ROSANO
- DAVID GREEN
- CHRISTOPHER CAREY
- MELISSA JEFFERS-VONDOLLEN
- JENNIFER WHALEN

ALSO PRESENT:

- Michael C. Magguilli, Esq. Town Attorney
- Julie Gansle, Town Clerk

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1 MR. MAGGUILLI: We have relatively short meeting  
2 tonight.

3 Resolution 158 A is correcting the hourly rate for  
4 Rosemary. She is a special salaried employee. As we were  
5 looking through the numbers for me last week, it came up  
6 that we never fixed Rosemary's rate of pay to reflect  
7 the correct hourly rate of \$57.74 per hour. So,  
8 Resolution 158 is just that. It merely corrects  
9 Rosemary's rate of pay for administrative purposes.

10 SUPERVISOR MAHAN: Rosemary has only been getting  
11 \$35 and change.

12 MS. WHALEN: So, she is getting more money, then?  
13 It's not like she's getting a salary of X amount of  
14 dollars and it's just on the book wrong. We are giving  
15 her \$20 more an hour in her salary. Like, what is she  
16 making now and how much will she be making?

17 SUPERVISOR MAHAN: She gets paid her hourly rate  
18 for her grade. That's the way it should have been. Her  
19 hourly rate times 28 hours a week. She works full-time  
20 and she works a lot more than 28 hours. She only gets  
21 paid for 28 hours.

22 MS. WHALEN: She's only been getting paid 28 hours  
23 at -

24 SUPERVISOR MAHAN: For her grade, her rate was not  
25 supposed to be -

1 MS. WHALEN: But that's what she was getting all  
2 these years?

3 MR. GREEN: Yeah.

4 MR. MAGGUILLI: She's not looking for any  
5 retroactive pay.

6 SUPERVISOR MAHAN: It didn't come to light until  
7 we looked at his hourly rate.

8 MS. WHALEN: How come no one knew about this?

9 SUPERVISOR MAHAN: We were figuring out the grade  
10 in Mike's hourly rate and it just came to light that  
11 something is wrong here. Rosemary has been very  
12 gracious.

13 MS. WHALEN: Okay, so some people are paid by the  
14 hour or salaried? Like, I am confused. Is it salary  
15 ordered by the hour?

16 MR. MAGGUILLI: We have to be careful with the  
17 Fair Labor Standards Act. We are professionals and  
18 professionals are considered salaried employees.  
19 However, we do not qualify for overtime because we are  
20 professionals and come under that exemption. For the  
21 administrative bookkeeping purposes only, to determine  
22 how much vacation time you are entitled to and the  
23 like, it is based upon the hourly rate.

24 Am I right?

25 MS. NEWTON: That's correct. Now with the

1 Affordable Care Act and that sort of thing, there has  
2 to be an hourly rate just to figure for the reporting  
3 and the things that we have to do.

4 SUPERVISOR MAHAN: She has been quite a bargain  
5 for a long time.

6 MR. MAGGUILLI: Resolution 159 is reimbursement  
7 for water usage. The numbers are in the Resolution.

8 Resolution 160 - the lowest bidder withdrew their  
9 bid with fleet maintenance at \$96,696 due to an error  
10 that they made in their bid calculations. So, this is  
11 awarding the bid to the next lowest bidder to meet the  
12 specifications which is Tracy Road Equipment, \$132,829.

13 Resolution 161 authorizes Doug to advertise for  
14 bids for backup hardware for Public Safety.

15 Resolution 162 is an agreement with Audio Visual  
16 Corporation. This is to replace the audio system at  
17 Public Ops. The cost is \$10,445.91.

18 Resolution 163 authorizes Paula to sign a contract  
19 with high-tech systems. This is for our computer aided  
20 dispatch and records management for the Police  
21 Department; \$125,603.50.

22 When we initially looked at this, Doug had some  
23 issues with it. They have since been resolved to his  
24 satisfaction.

25 Resolution 164 is authorizing Paula to sign an MOU

1 with Stanford Heights Fire Department. This is a 10-year  
2 agreement which allows us to install a license plate  
3 reader on a pole in front of the property at Stanford  
4 Heights. This is no cost to the Town. This is a 10-year  
5 agreement which will be renewable. The statute that  
6 authorizes this is a specific part of the New York State  
7 General Municipal Law that allows us to enter into a  
8 10-year agreement beyond the term of the Board with this  
9 type of contract.

10 Resolution 165 is a renewal agreement with Peckham  
11 Road - renewing a contract into next year along the same  
12 terms and conditions. The contract requires mutual  
13 consent. They have consented and this is our half.

14 Resolution 166 is exactly the same except for  
15 Colarusso and Sons. This is for bituminous concrete.

16 Resolution 167 is another renewal. This is for  
17 storm water drainage systems. This is the same deal.

18 Resolution 168 is the last renewal. This is with  
19 Core and Main and this is for polyvinal chloride pipe  
20 and fittings.

21 Resolution 169 is authorizing Doug to advertise for  
22 bids to replace our three UPS units. That is our  
23 uninterrupted power supply. They are more than 15 years  
24 old. One has quit working altogether and this will  
25 replace all of them.

1           Resolution 170 is a contract with Johnson Controls.  
2           This is for equipment and services for fire alarm  
3           monitoring. This is \$400 per year until 2022.

4           Resolution 171 is an agreement that grants New York  
5           State the authority to make adjustments to our water  
6           valves. This is part of their paving maintenance on  
7           state owned roads. It gives right for them to adjust the  
8           water valves or replace them on New York State roads in  
9           the Town. This is no cost to the Town.

10          Resolution 172 is giving Doug authorization to  
11          advertise for bids to improve the Hudson Mohawk Bike  
12          Path.

13          We've got the Frisco case. This is an expenditure  
14          to pay the shorthand reporter; \$556.50. The Frisco case  
15          is regarding 16 Ridgefield Lane where he claims the minor  
16          road work we did destabilize the slope behind his house  
17          causing landslides. He fails to list in his lawsuit that  
18          he also put an inground pool on that same slope. We will  
19          certainly point that out.

20          MR. GREEN: Michael, on Resolution 164 with the  
21          Memorandum of Understanding with Stanford Heights -

22          MS. MURPHY: Who's benefit is that for? Is that to  
23          benefit the Town and it is on their property?

24          MR. MAGGUILLI: That benefits the Police  
25          Department.

1 MS. MURPHY: And that is on their property?

2 MR. MAGGUILLI: It is on Stanford Heights  
3 property. It is Stanford Heights Pole, I believe.

4 MR. CAREY: No, the Chief said they have to put a  
5 new poll up. It's a regular light pole.

6 MR. GREEN: Why are we doing this as an easement?  
7 Why is this a Memorandum of Understanding?

8 MR. MAGGUILLI: As part of the MOU, we are doing  
9 this under a specific term of the General Municipal Law  
10 that requires the MOU to do the 10 years. As part of  
11 that, we will have an ingress/egress easement that  
12 allows us to go on and put it up, repair it and update  
13 it.

14 MR. GREEN: Why don't we just do a permanent one?

15 MR. MAGGUILLI: Because were only allowed to do 10  
16 years under the law. Typically we are limited to  
17 agreements that can only go four years which is the  
18 term of the Board.

19 MR. GREEN: couldn't they grant us a permanent  
20 easement, though? There's nothing for us to perform  
21 back.

22 MR. MAGGUILLI: The easement itself will be  
23 permanent, but the license to go in and use the pole -

24 MR. GREEN: Okay, I understand what you are  
25 saying.

1 MS. WHALEN: You can use a camera just like that  
2 without a warrant for a crime-fighting tool - a camera?

3 MR. GREEN: Is a public place. If it was your  
4 home, that would be different.

5 MR. MAGGUILLI: This is a license plate reader and  
6 everything is open and view to the public.

7 MR. CAREY: Some of the patrol cars actually have  
8 license plate readers. This is a license plate reader  
9 and not a camera.

10 MR. MAGGUILLI: On February 20, along those lines,  
11 the US Supreme Court decided Timbs versus Indiana. What  
12 Timbs versus Indiana says is that the eighth amendment  
13 protections against unreasonable fines applies to the  
14 states through the 14th amendment. So, it throws into  
15 question our confiscation where we take money for cars  
16 that we find in the like. So, our Judges will no longer  
17 sign the Orders allowing the Police Departments to  
18 seize \$32,000 in one instance. That was drug money from  
19 a guy that we picked up at a sales sweep. We have  
20 gotten cars through this and the like. It has been very  
21 lucrative for the Town.

22 MR. GREEN: So, where's the money going to, then?

23 MR. MAGGUILLI: We keep it.

24 MR. GREEN: No, we can't. They are not signing the  
25 Orders.

1 MR. MAGGUILLI: We're not seizing anything. I've  
2 got a call into Dave Soares because I don't think this  
3 case means what the Judges think it means. They are  
4 thinking that it means we shouldn't do any  
5 confiscations anymore.

6 MR. GREEN: I couldn't imagine that would be the  
7 intent.

8 MR. MAGGUILLI: All this is saying is - - they  
9 never even question the confiscation in this case. They  
10 are just saying that the eighth amendment applies to  
11 states under the 14th amendment's due process laws.  
12 Then, they set up back down to Indiana for further  
13 review to see if it was excessive or reasonable and the  
14 like. If we don't seize, we never get to the point  
15 where we can ask that question. So, I pulled this case  
16 for the Chief. I've got an appointment with Judge  
17 Crummey to talk to him about it and then with Dave  
18 Soares to see how his office is handling it with other  
19 municipalities. We were doing very well with this.

20 MS. WHALEN: What is the cite on that case?

21 MR. MAGGUILLI: You can have this, if you like.

22 MR. GREEN: It's not Peter who won't sign it. It's  
23 probably Norman and Andy who won't.

24 MR. MAGGUILLI: We got served with a lawsuit today  
25 - - the Police Department was sued for a car accident

1 case.

2 I'd like to go into Executive Session just to tell  
3 you about that.

4 I would also request that we go into Executive  
5 Session to discuss the William Wade case. He is the  
6 gentleman who got hit in the crosswalk. There has been  
7 some activity on that. I would ask for some direction on  
8 how you would like me to go.

9 SUPERVISOR MAHAN: Julie has to stay and the  
10 steno.

11 MR. GREEN: I will make the motion to go into  
12 Executive Session to discuss potential litigation.

13 MS. MURPHY: Second.

14 MS. GANSLE: All in favor?

15 (Ayes were recited.)

16 Opposed?

17 (There were none opposed.)

18 (Whereas the above entitled proceeding was  
19 concluded at 6:32 p.m.)  
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## CERTIFICATION

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3 I, NANCY L. STRANG, Shorthand Reporter and Notary  
4 Public in and for the State of New York, hereby CERTIFY  
5 that the record taken by me at the time and place noted  
6 in the heading hereof is a true and accurate transcript  
7 of same, to the best of my ability and belief.

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10 NANCY L. STRANG

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