

**MEETING OF THE BOARD OF TRUSTEES  
PLANDOME HEIGHTS VILLAGE HALL  
November 4, 2024; 7:00 PM  
MINUTES OF MEETING**

<b>Present:</b>	Mayor	Kenneth C. Riscica
	Trustee	Daniel Cataldo
	Trustee	Mary Hauck
	Trustee	Eric Carlson
	Trustee	Kristina Lobosco
	Clerk	Marie Brodsky
	Deputy Clerk	Susan Martinez
	Village Attorney	Christopher Prior, Esq.

**Via Zoom**

<b>(non-voting):</b>	Trustee	Gerard Love
<b>Absent:</b>	Trustee	Norman Taylor
<b>Also Present:</b>	Rosemary Mascali	Village Resident

At 7:00 p.m. Mayor Riscica called the meeting to order and called for the Pledge of Allegiance.

Mayor Riscica noted that the first order of business was the Village financial audit as presented on September 6, 2024 by Skinnon and Faber, CPAs, P.C.

The Mayor summarized for the Trustees each of the related reports and recommendations prepared by our auditors, including the assessments and recommendations contained therein. The Mayor updated the Board accordingly. After discussion, upon motion by Trustee Lobosco, seconded by Trustee Cataldo, the following resolutions were adopted by all Trustees present:

**RESOLVED**, that the financial statements of the Village as of and for the fiscal year ended May 31, 2024 as prepared by the Village and audited by Skinnon and Faber, CPAs, P.C., are hereby ratified and approved in the form presented to the Trustees with such further non-material changes as are agreed by the Mayor and the Village Auditor; and be it further

**RESOLVED**, that the filing of reports containing such financial statements and financial information by the duly appointed officers of the Village with the State of New York and others as required by law is hereby ratified and affirmed.

The Mayor then turned the discussion to the approval of the minutes of the Board of Trustees' October 7, 2024 Regular Meeting. The Trustees confirmed that they read the draft minutes. After discussion, upon motion by Trustee Hauck, seconded by Trustee Lobosco, the following resolution was unanimously adopted by all Trustees present:

**RESOLVED**, that the minutes of the October 7, 2024 Regular Meeting of the Board of Trustees in the form presented by the Village Clerk-Treasurer are hereby accepted and approved, as amended, and the Clerk-Treasurer is hereby instructed to file the minutes in the minutes book of the Village.

The Mayor then discussed State and Local Fiscal Recovery Funds (SLFRF) authorized by the American Rescue Plan Act (ARPA). The Village has approximately \$19,000 in ARPA funds remaining, which must be spent or committed by binding obligation by December 31, 2024. The Mayor brought forth several ideas on how and where funds may be allocated. A discussion ensued including, but not limited to, new work stations for the Village office, the Village Tree Program (which is addressed in further detail later in the minutes), current roadwork and repairs, consultant time, and scanning large building department architectural plans.

The Mayor then discussed his meeting with the Metropolitan Transportation Authority (MTA), the Long Island Railroad, Mayor Randall from the Village of Flower Hill, several MTA personnel, several officials from the Town of North Hempstead, et al, regarding the upcoming work on the Webster Avenue Bridge. The Mayor briefly summarized his related letter of October 30, 2024 to the residents.

The Mayor moved the meeting to discuss the proposal from New York Municipal Insurance Reciprocal (NYMIR), presented by Village insurance consultant Snedeker-Jenkins Agency, Inc. to renew the Village Insurance program with NYMIR). The Mayor reported that he reviewed the proposal and it provides for coverage that is consistent with prior years. After discussion and upon motion by Trustee Cataldo, seconded by Trustee Carlson, the following resolution was unanimously adopted by all Trustees present:

**RESOLVED**, that the Village is authorized to accept the insurance proposal from NYMIR. for the term 10/20/2024 to 10/20/2025 at a cost of \$17,578.69 and the Mayor and the Clerk are directed to take such actions as are necessary to accomplish this resolution.

The next order of business was approval of location of polling place and Village offices to be filled for the March 18, 2025 Village election. After discussion, upon motion by Trustee Carlson, seconded by Trustee Hauck, the following resolution was unanimously adopted by all Trustees present:

**RESOLVED**, that pursuant to the provisions of the Election Law of the State of New York, the Village Clerk-Treasurer is hereby directed to publish a notice concerning the Annual General Village Election, that all voting shall take place at the Plandome Village Hall, 65 South Drive, Plandome, New York, on Tuesday, March 18, 2025, which notice shall be published after the last day for filing nominating petitions for said election, but not less than ten days prior to the date of said election. Said notice shall contain the following information:

1. The street address of the polling place for the Village Election, Plandome Village Hall, 65 South Drive, Plandome, New York 11030.
2. The date and hours during which the polling place will be open shall be 12:00 noon until 9:00 p.m.

The Mayor then moved the discussion to the annual snow contract and the upcoming winter season.

Mayor Riscica noted that, in 2016, following the competitive bidding process for snow plow services for a term of up to 10 years, the Village awarded the Snow Plow and Salting/Sanding Contract to Creative Snow by Cow Bay, Inc. (“Creative Snow”) for a one (1) year term with options in favor of the Village to renew it yearly through Snow Season 2025-2026 for a total of nine (9) one year renewal options (ten-year term). The Mayor noted that the Village has exercised that option each year since award. The Mayor noted that he, Trustee Taylor, and the Clerk met with Cow Bay Contracting Corp. (Creative Snow) to discuss the coming snow season. The Mayor and the Trustees expressed their general satisfaction with the contractor’s performance and plans for this year. After discussion, upon motion by Trustee Cataldo, seconded by Trustee Carlson, the following resolution was adopted unanimously by all Trustees present:

**RESOLVED**, that the Village exercise its option to extend for Snow Season 2024 – 2025 the Village’s Snow Plow and Salting/Sanding Contract with Creative Snow by Cow Bay, Inc., while reserving all future options thereunder, and that the Mayor is hereby authorized to execute any and all Notices, Contracts and materials in conjunction with or incident to this resolution.

The Mayor noted that this current year is the ninth-year of the ten-year contract and he is considering doing the bid for the next contract one-year early (i.e. before the start of the ninth option year, the tenth contract year) in order to get competitive information sooner, rather than later. It was discussed that such bidding be conducted in the Spring of 2025.

The Mayor then asked the Clerk to report on the restoration and recovery of Village computer systems. The Clerk reported that the test run with Ken Lesser from TeleTechie, who manages the Village information and technical support, was a success. Tests were run on the Village Quickbooks as well as on certain crucial Microsoft Word and Excel documents.

The Mayor then discussed the Assignment and Assumption Agreement between Dejana Industries LLC and Meadow Carting Corp. dated September 5, 2024. (see Exhibit 1). The Mayor noted that the Agreement serves as contractual evidence of the transfer by Dejana to Meadow of the Village contract, which the Village Attorney advised was consistent with the rights of Dejana under the contract as awarded. The Village attorney noted that the Village may now receive and pay Meadow Carting Corp invoices going forward.

After discussion, upon motion by Trustee Cataldo, seconded by Trustee Carlson, the following resolution was adopted unanimously by all Trustees present:

**RESOLVED**, that the Village recognize the Assignment and Assumption Agreement formalizing the transfer of resident sanitation services from Dejana Industries LLC and Meadow Carting Corp. and that the Village is authorized to make payments under the Village carting contract to Meadow upon receipt of invoice thereunder, in accord with said assignment and assumption.

The Mayor then brought forth a draft of the revitalized Village Tree Program for Village “right-of-way” areas. The Mayor, the Clerk, the Deputy-Clerk, and resident and former Mayor Marion Endrizzi (originator of the tree program in the 1990’s) met with Rick Lawrence from Hefferin Tree & Landscape Contracting Inc. to discuss Village needs and requirements. Hefferin Tree & Landscape Contracting Inc. forwarded a proposal (Exhibit 2) for the costs as indicated in the specification sheet provided by the Village to be reviewed at a future date and meeting. It was discussed that the Village should “obligate”

the purchase of 25-45 trees under the program by December 31, 2024 so that remaining ARPA funds could be used for this purpose upon individual releases for plantings in 2025 and possibly 2026.

The Mayor then noted that further evaluation is needed of the fall sweep of the streets and storm drain cleaning. The Mayor will evaluate the condition of the roads after the leaves fall and the condition of storm drains to determine the necessity of such work. After discussion, upon motion by Trustee Hauck, seconded by Trustee Cataldo, the following resolution was adopted unanimously by all Trustees present:

**RESOLVED**, that the Board of Trustees hereby authorizes the Village to retain Meadow Carting (successor in interest to Dejana Industries LLC) to sweep the streets and clean the storm drains, under the existing contracts with Meadow Carting, subject to evaluation of need and appropriateness of such activities by Trustee Taylor and Mayor Riscica, and further that the Mayor, Clerk-Treasurer, and Deputy Clerk are authorized to take such actions as are necessary to accomplish this resolution.

The Mayor stated that the next order of business was the approval of the Abstract of Claims. After discussion, upon motion by Trustee Cataldo, seconded by Trustee Hauck, the following resolution was unanimously adopted by all Trustees present:

**RESOLVED**, that the November Abstract of Claims Number 6 of the Budget Year 2024 – 2025 for claim numbers 150 – 182 in the amount of \$49,274.21, has been reviewed and approved by the Trustees, and is hereby accepted, as amended.

At 8:32 p.m., upon motion by Trustee Cataldo, seconded by Trustee Hauck, a resolution to enter into Executive Session to discuss real estate and personnel matters was unanimously adopted by all Trustees present.

At 9:00 p.m., the Mayor announced that executive session ended with no action taken.

The meeting was adjourned at 9:00 p.m.

Respectfully submitted,

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Marie Brodsky  
Clerk-Treasurer

# INDEX OF EXHIBITS

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**THE BOARD OF TRUSTEES  
PLANDOME HEIGHTS VILLAGE HALL  
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MINUTES OF MEETING**

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Exhibit 1. The Assignment and Assumption Agreement from Jamaica Ash regarding Dejana Industries LLC.

Exhibit 2. Hefferin Tree Planting Proposal

Exhibit 1. The Assignment and Assumption Agreement from Jamaica Ash regarding Dejana Industries LLC.

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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), is entered into on this 5th day of September, 2024, by and between **Dejana Industries LLC** ("Assignor") and **Meadow Carting Corp.**

RECITALS:

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 5, 2024 (APA).

B. Pursuant to the APA, the Assignee agreed to purchase from the Assignor, inter alia, contracts for the performance of waste collection identified in Exhibit A ("Contracts"), in each case on the terms and conditions set forth in the Contracts.

NOW, THEREFORE, for the valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and delivers to Assignee all right, title and interest of Assignor in and to the Contracts, other than the right to receive payment for services prior to the date of the APA.


2. Assignee hereby accepts the foregoing assignment and, subject to the terms and conditions set forth in the APA, assumes and agrees to perform all of the obligations to the extent arising from and after the date hereof.

3. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment.

4. This Assignment shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

**Dejana Industries LLC**

By:   
Name: Derek Simon  
Title: CFO

**Meadow Carting Corp.**

By: \_\_\_\_\_  
Name : \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit 1. The Assignment and Assumption Agreement from Jamaica Ash regarding Dejana Industries LLC.

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**Dejana Industries LLC**

By: \_\_\_\_\_  
Name :  
Title:

**Meadow Carting Corp.**

By:   
Name : Evelyn Core  
Title: President

Exhibit 2. Hefferin Tree Planting Proposal

**PROPOSAL**

Date: 05/24//24

Name: Marie Brodsky- clerk
Address: Plandome Rd. - Tree Planting
Phone #:516 627 1136      Email: <a href="mailto:clerk@plandomeheights-NY.gov">clerk@plandomeheights-NY.gov</a> <a href="mailto:mayor@plandomeheights-NY.gov">mayor@plandomeheights-NY.gov</a>

**Job Description:**

<p><b>Planting of Trees</b></p> <ul style="list-style-type: none"><li>- 0-2" Caliber Tree    \$175.00 per tree</li><li>- 2- 3 1/2 " Caliber Tree- \$235.00 per tree</li></ul> <p>Staking all trees- \$40.00 per tree</p> <p>Mulch each tree- \$20.00 per tree</p> <ul style="list-style-type: none"><li>● We will provide homeowners with advice on tree locations</li><li>● We will provide owners with recommendations for proper tree care</li><li>● We recommend that all new trees have water bags (additional \$35.00 per tree)</li></ul>
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