

**MEETING OF THE BOARD OF TRUSTEES
PLANDOME HEIGHTS VILLAGE HALL
JULY 14, 2025; 7:00 PM
MINUTES OF MEETING**

Present:	Mayor	Kenneth C. Riscica
	Trustee	Daniel Cataldo
	Trustee	Mary Hauck
	Trustee	Norman Taylor
	Trustee	Eric Carlson
	Trustee	Jerry Love
	Clerk-Treasurer	Marie Brodsky
	Deputy Clerk	Susan Martinez
	Village Attorney	Christopher Prior, Esq.

Absent: Trustee Kristina Lobosco

Also Present:	Mary Oleske	Resident
	Michael Oleske	Resident
	Carter Paterson	Carter Filmwork

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

The Mayor noted the first order of business was the approval of the minutes of the Board of Trustees' June 2, 2025 Regular Meeting. The Trustees confirmed that they read the draft minutes. After discussion, upon motion by Trustee Hauck, seconded by Trustee Love, the following resolution was unanimously adopted by all Trustees present:

RESOLVED, that the minutes of the June 2, 2025 Regular Meeting of the Board of Trustees, in the form presented by the Village Clerk-Treasurer are hereby accepted and approved, and the Clerk-Treasurer is hereby instructed to file the minutes in the minutes book of the Village.

The Mayor then called on Carter L. Paterson, Production Coordinator for Carter Filmworks, to present to the Board his request for a filming permit to film a small portion of a Carter Filmworks project within the Village. He also requested that any filming permit fees be waived due to his extremely limited budget. The Board notes the discretion available to the Board in establishing filming permit fees, and the size, scale and purpose of a project having relevance. After discussion, upon motion by Trustee Taylor, seconded by Trustee Love, the following resolution was unanimously adopted by all Trustees present.

RESOLVED, that the Village authorizes Carter L. Paterson, doing business as Carter Filmworks, be allowed to film within the Village limits as specified in his presentation upon providing his bonded insurance policy. Furthermore, any permit fees will be waived.

Next, the Mayor presented a resident (residing at 17 Chester) request for a street opening permit. The Mayor noted a very similar request for relief from the street opening moratorium had been reviewed and

approved previously by the Board, and that the new request shares many of the same unique characteristics including the following:

- (i) the new gas main installed on Chester is an extension, not a replacement, gas main, and so, unlike all other areas in the Village, the four Village homes on Chester now for the first time have the opportunity to convert from oil to natural gas;
- (ii) Chester is at the edge of the Village, lightly traveled, and only four homes on Chester are located in the Village, minimizing any adverse impact on the Village of a patched section of Chester;
- (iii) individual service line connections to the replacement gas mains on the Bournedales are located under the unpaved portion of the Village right-of-way, so that homes fronting on the newly paved Bournedales, unlike the four homes on Chester, can obtain new or replacement gas connections without the need to open the newly paved road.

After discussion, the Trustees concluded that the unique reasons above create a reasonable basis to grant an exception to the Moratorium in this instance, as they did with respect to the recent similar request, and therefore upon motion by Trustee Carlson, seconded by Trustee Taylor, and unanimously approved by all Trustees, the Board adopted the following:

RESOLVED, as follows:

1. The Board has considered the application (the “Application”) from the owners of 17 Chester Drive (the “Applicants”), for a road opening permit affecting a recently repaved Village road, as an exception to the Village’s Road Opening Restoration Policy, to enable a natural gas service line from the gas main located under the paved portion of Chester to their home (the “Requested Permit”);
2. The Village is hereby authorized to issue the Requested Permit to the Applicants, subject to the payment of all required fees and deposits, and conditioned upon the Applicants restoring to the satisfaction of the Village Building Inspector all portions of Chester Drive that are disturbed, as well as portions not actually disturbed but which abut disturbed areas, so that the restored area is, to the extent reasonably feasible, made physically and visually consistent with all other portions of the newly paved Chester Drive.

The Mayor then reviewed with the Board the Manhasset Women’s Coalition Against Breast Cancer request for permit approval for the MWCABC 5K road race, with a route to include portions of Village roads, on October 5, 2024 at 9:30am. After discussion, upon motion by Trustee Hauck, seconded by Trustee Love, the following resolution was unanimously adopted by all Trustees present:

RESOLVED, that the request of the race committee of the Manhasset Women’s Coalition Against Breast Cancer is approved to permit the road race route to include portions of the Village roads on Sunday, October 5, 2025, between the hours of 9:30 am and 10:30 am, conditioned upon providing of the required evidence of insurance.

Mayor Riscica then moved the discussion to Village operations. The Mayor began with an update on the Village Tree Program. This phase of the program is complete and the new trees in the Village are planted.

The Mayor then discussed the continuing vacancy for an “alternate” position on our Board of Zoning Appeals. The Mayor described the desirable profile of a candidate for that position as having a background in one of the disciplined professions such as law, accounting/finance or engineering.

The Mayor informed the Board that over the weekend he spoke to David Lisner, a skilled and experienced attorney, about the position, who expressed that he is willing to serve. Board members who know him were very supportive. The Mayor observed that David brings desirable diversity in representing a younger demographic with a young family. The Mayor therefore appointed David Lisner, subject to additional due diligence in a meeting with the candidate and the Village Attorney. After discussion, upon motion by Trustee Carlson, seconded by Trustee Hauck, the following resolution was unanimously adopted by all Trustees present:

RESOLVED, the Mayor's appointment of David Lisner as an alternate Board of Zoning Appeals is hereby ratified and affirmed, subject to satisfactory due diligence in a meeting with the candidate, the Mayor and the Village Attorney.

The Mayor then related another resident request. The resident notes that traffic safety in the Bournedales section of the Village has been enhanced by reduced traffic resulting from the closure of the Webster Avenue Bridge for construction. That resident suggested that the reopening of the bridge in October is likely to result in more traffic and made various suggestions that are contained in an email chain shared with the Trustees. After discussion, upon motion by Trustee Carlson, seconded by Trustee Love, the following resolution was unanimously adopted by all Trustees present:

RESOLVED, that the Village purchase two (2) additional, yellow 'Slow - children at play' signs to be attached to existing signs on Brookwold and Webster and on Bournedale Road North and Plandome Road, subject to the Mayor's satisfaction with relevant information and a cost proposal for the creation and installation of (2) signs, to be obtained by the Village Clerk.

Mayor Riscica then addressed the need for express provision in the Village Code for establishing the means by which "prior written notice of defect" must be delivered to the Village in order to allow a person to commence certain civil actions against the Village for damages or injuries to person or to property. The Village Attorney endorsed the position that any such notice should be given to the Village Clerk in a signed writing, as suggested by counsel at the NY Conference of Mayors. Such a change requires an amendment of the Village Code by local law, and so will involve a Public Hearing. After some discussion, the Board decided to table this discussion until the September Board meeting.

The Mayor stated that the next order of business was the approval of the Abstract of Claims. The Mayor explained that the Abstract as presented contains not only the Claims for the month of July, but also several claims that relate to invoices to be paid in August, which were received by the Village during July, totaling \$19,394.46. The Mayor explained that, as the Board will not hold an August meeting, by including those claims in the abstract now presented, the Village can pay them in the ordinary course during August, rather than await the Board's next meeting in September. After discussion, upon motion by Trustee Cataldo, seconded by Trustee Love, the following resolution was unanimously adopted by all Trustees present:

RESOLVED, that the Abstract of Claims Number 2 of the Budget Year 2025 – 2026 for claim numbers 42 – 78 in the aggregate amount of \$44,584.84 , representing claims payable in the ordinary course under the Abstract approved for July, and for claim numbers 84,86,87,88,92,93,94,95,97,98,100 in the aggregate amount of \$19,394.46 relating to claims ordinarily to be included for payment under an abstract presented in August, but received during July and payable now, has been reviewed and approved by the Trustees, and is hereby accepted.

At 8:35 p.m. Mayor Riscica asked for a motion to enter into Executive Session in order to discuss occupancy and advice of counsel. Trustee Cataldo made the motion, which was seconded by Trustee Carlson. All Trustees present were in favor. At 8:50 p.m. Mayor Riscica announced that executive session had ended with no action taken.

The Mayor then moved the discussion to the filing of the Annual Update Document/Annual Financial Report (AFR), The Mayor stated that the report will be completed and ready to file with NY State with the assistance of the auditors within the deadline guidelines provided by the NYS Comptroller's Office. The Mayor will report the review of the fiscal year May 31, 2025 financial statements for the Board of Trustees' approval of such financial statements for filing with NY State subject to such non-material changes as agreed to between Skinnon and Faber and the Village.

The Board members confirmed that they had reviewed a draft VPH Extension of the office lease as prepared by the Village attorney, but which is not available to the public under FOIL, as it pertains to pending negotiations relating to a real estate transaction. The Mayor noted that the current lease is due to expire on July 31, 2025, prior to the next Board meeting. The Board members expressed their satisfaction with the general parameters of the transaction as described in the draft extension, and advised the Mayor that the interests of the Village will be served by authorizing the Mayor to enter into a Village Hall lease extension substantially consistent with the draft circulated to the Board members, but with such changes, deletions and additions thereto, including as to rent amount, length of term, renewal options, and special charges, as the Mayor, after consultation with the Village Attorney, believes to be reasonable and appropriate, and reasonably required to induce the landlord to enter into same. Upon motion by Trustee Taylor, seconded by Trustee Hauck, the following resolution was unanimously adopted by all Trustees present:

RESOLVED, that the Mayor is hereby authorized, in the name and on behalf of the Village, to enter into an extension of the current Village Hall lease substantially consistent with the draft circulated to the Board members, but with such changes, deletions and additions thereto, including as to rent amount, length of term, renewal options, and special charges, as the Mayor, after consultation with the Village Attorney, believes to be reasonable and appropriate, and reasonably required to induce the landlord to enter into same; and it is further

RESOLVED, that the Village is hereby authorized to pay the rent for Village Hall in accordance with the now-expiring lease, or, if the extension hereby authorized is entered into, then in accordance with the terms of such lease extension, as applicable.

Upon motion by Trustee Taylor, seconded by Trustee Hauck, the Board unanimously Resolved to adjourn the meeting at 9:07 p.m.

Respectfully submitted,

Marie Brodsky

Clerk-Treasurer

INDEX OF EXHIBITS
THE BOARD OF TRUSTEES
PLANDOME HEIGHTS VILLAGE HALL
July 14, 2025
MINUTES OF MEETING

Exhibit 1. VPH Extension of office lease commencing August 1 2025

Exhibit 1. VPH Extension of office lease commencing August 1 2025

In discussion:
 - 3+1 or 2+2
 - Parking - split difference
 - Insurance - put in CAM
 - Heat - doesn't work

EXTENSION OF LEASE

AGREEMENT, as of the ___ day of July, 2025 between 39 Orchard Street Development Company Inc., as landlord, (hereinafter referred to as "Landlord") and Incorporated Village of Plandome Heights as tenant (hereinafter referred to as "Tenant")

WITNESSETH:

WHEREAS, Landlord, as assignee from original landlord, and Tenant are parties to a lease dated July, 2008, (hereinafter, the "Original Lease") with respect to a portion of the premises known as 39 Orchard Street, Manhasset, New York (hereinafter the "Premises") for an original term of three (3) years, through July 31, 2011; and

WHEREAS, the Original Lease has subsequently been amended and extended, including most recently through July 31, 2025 (the Original Lease, as subsequently amended and extended through July 31, 2025, is hereinafter collectively called the "Amended Lease"); and

WHEREAS, Tenant has requested and Landlord has agreed that the Amended Lease term be extended for a period of _____ () years, through July 31, 202_ ; and

NOW, THEREFORE in consideration of \$1.00 to each in hand paid, the receipt of which is hereby acknowledged, it is agreed that the Amended Lease is modified and supplemented as follows:

1. The language contained in paragraph 38 of the Lease is hereby supplemented as follows:

"The term of this Amended Lease shall be extended for ____ () years from August 1, 2025 through July 31, 202_.

Renewal Term	Annual Rent	Monthly Rent
Year 18 (August 1, 2025 through July 31, 2026)	\$ _____	\$ _____
Year 19 (August 1, 2026 through July 31, 2027)	\$ _____	\$ _____
[Year __ (August 1, 202_ through July 31, 202_)	\$ _____	\$ _____
Year __ (August 1, 202_ through July 31, 202_)	\$ _____	\$ _____

2. Paragraph 81 of the Amended Lease is hereby amended to read as follows:

"81.OPTION TO EXTEND:

81.01 Provided Tenant shall have well and faithfully performed in a timely manner all of the terms, covenants, and conditions on Tenant's part to be performed under the Amended Lease, Tenant shall have the option to renew the term of the Amended Lease for an additional _____ () year period which shall commence on August 1, 202_ , and end on July 31, 202_ , ("Renewal Term") provided that Tenant shall not have been in default beyond the applicable date to cure any term, condition or provision under the Amended Lease.

81.02 All of the terms and conditions of the Amended Lease shall continue in full force and effect during the Renewal Term, except that the Base Rent during the Renewal Term shall be adjusted as provided herein below.

{N0813258.2}

81.03 Tenant agrees to pay to the Landlord at the Landlord's office set forth above, or at such other place as Landlord may from time to time designate, without prior demand therefor and without any setoff or deduction whatsoever, during the Renewal Term in accordance with the terms and conditions of the Amended Lease at the following annual and monthly rates

Renewal Term	Annual Rent	Monthly Rent
Year <u> </u> (August 1, 202 <u> </u> through July 31, 202 <u> </u>)	\$ <u> </u>	\$ <u> </u>
Year <u> </u> (August 1, 202 <u> </u> through July 31, 20 <u> </u>)	\$ <u> </u>	\$ <u> </u>
Year <u> </u> (August 1, 20 <u> </u> through July 31, 20 <u> </u>)	\$ <u> </u>	\$ <u> </u>

81.04 The Tenant must notify Landlord, in accordance with paragraph 65 of the Rider to the Amended Lease before January 31, 202 , of its election to exercise said Renewal Term.”

3. EARLY TERMINATION OF LEASE

Notwithstanding anything contrary contained herein, so long as the Tenants are not in default of the terms, conditions, and provisions of this Lease, upon the receipt by the Landlord of the Tenants' written request to surrender and terminate the term of the Lease prior to July 31, 202 , the Landlord shall have the right to consent to an early surrender and termination of the Lease upon the execution of a residential contract of sale and the subsequent closing of a new commercial premises by the Tenant as purchaser, wherein the primary selling real estate broker is Lois Silva Real Estate Inc., with said date of surrender being the later of either the date of closing or a subsequent date that has been agreed to between the Landlord and Tenant herein. It is understood and agreed that the Tenant shall remain obligated under the terms and conditions of the Lease until the date of said closing or subsequent vacatur of the Premises, whichever ever shall be later.

4. Except as modified by this Extension to Lease, all of the remaining provisions of the Amended Lease are ratified and approved and shall continue in full force and effect.

5. This Extension to Lease may not be changed or terminated orally, but only by an agreement in writing signed by both Landlord and Tenant.

6. This Extension to Lease shall not be binding on either party until a duly executed original of this Extension to Lease is delivered to Tenant.

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IN WITNESS WHERE OF Landlord and Tenant have signed this Extension to Lease as of the date first written above.

Incorporated Village of Plandome Heights

By: _____
Kenneth Riscica, Mayor

 C.

39 Orchard Street Development Company Inc

By: _____
Lois Silva, President, Landlord

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