

**MEETING OF THE BOARD OF TRUSTEES  
PLANDOME HEIGHTS VILLAGE HALL  
OCTOBER 6, 2025; 7:00 PM  
MINUTES OF MEETING**

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

**Also Present:** Matthew Moschitta                      Member of the Manhasset community

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

The Mayor then proceeded to approval of the minutes of the Board of Trustees’ September 8, 2025 Regular Meeting. After discussion, upon motion by Trustee Cataldo, seconded by Trustee Taylor, the following resolution was unanimously adopted by all Trustees present:

**RESOLVED**, that the minutes of the September 8, 2025 Board of Trustees Meeting 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, as same may be amended for non-material changes, in the minutes book of the Village.

The Mayor then reported on the MTA/LIRR Webster Avenue Bridge project and the National Grid work on Plandome Road including:

- The Webster Avenue Bridge reopened on September 22, 2025, eleven days ahead of schedule.
- The STOP sign at Brookwold was cleaned, and trees along the Village side of the bridge were trimmed to improve visibility.
- The Mayor contacted the Town of North Hempstead to request that the Town’s tree near 140 Webster Avenue be trimmed to further clear the STOP sign, and to add a reflective strip and a new STOP line.
- National Grid will repair the STOP line and other pavement striping at the intersection of Webster Avenue and Plandome Road.

The Mayor then moved the discussion to the annual Manhasset High School tradition of Spirit Week, the week of Homecoming, when students participate in potentially disruptive activities, including “paint night”. In the past, paint night has involved students running through Village streets in the early morning

hours, congregating at the Town's Plandome Pond Park, located within the Village, splashing paint and causing damage to walks, streets, grass, cars, park benches and other property. As in past years, the Village was in contact with the Town, NCPD and the Manhasset School District to confirm awareness and preparedness on their part to control this event. The Mayor was pleased to inform the Board that there was no mischief to report this year.

The Mayor continued his updates to the Board:

- The Village Flag Pole was recently repaired. The Mayor recommended a more thorough repair to prevent the need for smaller repairs in the future. The Mayor arranged for follow up.
- The Mayor has spoken to the homeowner regarding dead tree at 46 Winthrope. The homeowner has assured the Mayor that the tree will be removed 'very soon'.
- The Mayor reported concerning the tree on 132 Bournedale North which is leaning significantly. PSEG has surveyed the situation and will cut the tree down to the electrical wires.
- The sinkhole in front of 9 Bayview Circle continues to deteriorate. The Village has received an estimate for repairs from Stasi Brothers Asphalt Corp. The Mayor will provide further update when available.
- New York State provided the Village with copies of the 2025 editions of the NYS Building Code volumes, previously requested by the Building Department, and approved for purchase by the Board. In light of this development, the Village need make no expenditure.
- The Mayor was invited to appear on the cable television station North Shore TV for a new video segment. More information will follow.
- The Village received confirmation from the North Shore Cable Consortium of municipalities, of which the Village is a member, that the Verizon Franchise Agreement negotiated by the Consortium's counsel on behalf of all members was approved.

The Mayor then reviewed with the Board the letter from the Village Auditors, Skinnon and Faber, Audit Matters for the attention of the Board containing routine matters that are annually reported to the Trustees. There were no exceptions or matters requiring attention. After some discussion, upon motion by Trustee Cataldo, seconded by Trustee Carlson, the following resolution was unanimously adopted by all Trustees present:

**RESOLVED**, that the Board of Trustees accepts the Audit Matters for the attention of the Board letter from Skinnon & Faber, CPAs as presented.

The Mayor moved the discussion to road restoration at Willow Court, in the vicinity of water main work performed by Manhasset-Lakeville Water District in 2024. The Mayor reported that the road conditions continue to deteriorate. The Mayor has been in contact with the Manhasset-Lakeville Water District regarding roadwork repair. The Village and MLWD are proposing entering into an Intermunicipal Agreement to share the \$8,000 proposed cost of the repair on a 70% (MLWD)/30% (VPH) basis. The proposed form of the agreement was provided to the Trustees. After discussion, upon motion by Trustee Cataldo, seconded by Trustee Taylor, the following resolution was unanimously adopted by all Trustees present:

**RESOLVED**, that the Village approve the Intermunicipal Agreement with the Manhasset-Lakeville Water District for a cost-sharing arrangement with the Manhasset-Lakeville Water District for the repair of Willow Court, with the estimated \$8,000 of expense to be allocated 70% to the Manhasset-Lakeville Water District and 30% to the Village, in the form presented, with such changes thereto as are acceptable to the Mayor.

The Mayor discussed the impact of the recent Federal Reserve rate cut on the Village's interest rate environment as well as the posture of our investing banks in the changing environment. In order to

provide more flexibility and after some discussion, upon motion by Trustee Cataldo, seconded by Trustee Hauck, the following resolution was unanimously adopted by all Trustees present:

**RESOLVED**, that the Board of Trustees approves that, in light of these changes, the Village to will raise its investment limits to \$700k for NY Class and \$600k for all other authorized depository institutions.

The Mayor then addressed the Village Flag Policy. The Mayor discussed the current protocol of when the Village flag is lowered. The Board agreed that the current Village Flag Policy is appropriate given the limited resources of the Village and shall remain in force with no changes.

The Mayor addressed the Village Right-of-Way, noting recent instances in which residents have installed plantings in the right-of-way in a manner that warrants the Board's attention. The Mayor emphasized the importance of maintaining the Right-of-Way in a manner that provides clear vantage points for vehicles and pedestrians for health and safety reasons. The Mayor noted that the Village of Flower Hill is holding a Public Hearing on strengthening its code in this area. It was suggested that the Board monitor this development and consider any changes to our Code that may be desirable.

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 October Abstract of Claims Number 5 of the Budget Year 2025 – 2026 for claim numbers 132 –153 in the amount of \$31,532.84, has been reviewed and approved by the Trustees, and is hereby accepted.

At 8:15 p.m. Trustee Cataldo moved to enter into Executive Session in order to discuss occupancy matters. This motion was seconded by Trustee Love. All Trustees present were in favor.

The Mayor announced that executive session ended at 8:40 p.m. with no action taken.

The meeting was adjourned at 8:40 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  
October 6, 2025  
MINUTES OF MEETING**

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IMA Intermunicipal Agreement for Road Restoration between Village of Plandome Heights and MLWD  
BOC 1---2024 2025 Follow up Marked from 2024

INTERMUNICIPAL AGREEMENT

AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, between the Village of Plandome Heights, a municipal corporation having offices at 37 Orchard Street, Manhasset, New York 11030 (the "Village"), and the Board of Commissioners of the Manhasset-Lakeville Water District, a special improvement district of the Town of North Hempstead having offices at 170 East Shore Road, Great Neck, New York 11023 (the "Water District").

W I T N E S S E T H:

WHEREAS, the Village and the Water District desire to cooperate with each other in connection with the payment for restoration work on portions of Willow Court, a Village street within the Village (the "Village Street"); and

WHEREAS, residents of the Village are also residents of the Water District; and

WHEREAS, the Water District, through its public works contractor, completed work on its underground water mains (the "Water Main Project"), under paved portions of the Village Street (the "Affected Portion"); and

WHEREAS, the Water District is obligated to restore the roadway in the Affected Portion upon completion of the Water Main Project; and

WHEREAS, the Village desire~~s~~ to accomplish a curb to curb restoration of the Affected Portion, which exceeds what the Water District considers its road restoration obligations, in order to create a consistent surface, in conjunction with the restoration work being performed by the Water District; and

WHEREAS, the Village and the Water District ~~desire to enter~~ed into an intermunicipal cooperation agreement with respect to the foregoing, with the Village contributing toward the road restoration project; and

WHEREAS, following completion of the road restoration project, certain imperfections arose in the condition of a portion of the Affected Portion at which a water main repair was needed (the "New Work Area"), which the Village and the Water District desire to address through a new permanent road repair project, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, pursuant to the provisions of Article 5G of the General Municipal Law, the parties hereto mutually covenant and agree as follows:

{N0670596.1} 1

1. The Water District will retain J.D. Posillico Contracting DeRosa Paving (“Contractor”) to perform curb-to-curb road repair storation work in the Affected-Portion- New Work Area (the “Project”), and be responsible for oversight through completion of the Project to the Village’s satisfaction. The Village will contribute \$2,4006,250, or 30% toward the total \$18,7508,000 costs of the Project (the “Village Contribution”). The Village shall be named as an additional insured party under all insurance policies required from Contractor by the Water District that are required to have the Water District named as an additional insured party.

2. The Village shall pay to the Water District the amount of \$2,4006,250 (i.e., the Village Contribution), in satisfaction of the obligations of the Village hereunder, upon completion of the Project by Contractor.

3. This Agreement is solely for the benefit of the parties hereto and no person shall be deemed a third-party beneficiary. This Agreement shall bind and benefit the parties hereto and their respective lawful and permitted successors, assigns and transferees.

4. Indemnification, Hold Harmless, Defense, Cooperation.

(a) To the fullest extent permitted by law, each Party (an “Indemnitor”):

(i) shall be solely responsible for and shall indemnify and hold harmless the other Party, and its officers, employees, agents, and servants (collectively, the “Indemnitees”), from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (collectively, “Losses”) arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate an Indemnitor to indemnify or hold harmless an Indemnitee from and against any losses arising from the negligence of the Indemnitee.

(ii) shall, upon the Indemnitee’s demand and at the Indemnitee’s direction, promptly and diligently defend, at the Indemnitor’s sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or more Indemnitees and which arise out of or in connection with Section 4(a)(i), and the Indemnitor shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(b) Each Party shall, and shall cause its respective employees, servants, agents, or independent contractors, to cooperate with the other Party in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of

or in connection with Section 4(a)(i).

- (c) The obligations of the Parties pursuant to Section 4(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this agreement, in the name and on behalf of said parties, as of the day and year first above written.

VILLAGE OF PLANDOME HEIGHTS

By: \_\_\_\_\_  
Kenneth Riscica, Mayor

BOARD OF COMMISSIONERS OF THE  
MANHASSET-LAKEVILLE WATER  
DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_  
Steven L. Flynn, Chairman