

A **Regular Meeting** of the Board of Trustees of the Village of Port Washington North was held on Tuesday, **September 10, 2025** at 7:30 pm at the Village Hall, 3 Pleasant Avenue, Port Washington, New York.

Present:	Mayor	-	Robert S. Weitzner
	Trustees	-	Steven Cohen
		-	Matthew Kepke
		-	Michael Malatino
		-	Andrea Scheff
	Clerk	-	Angelique Melnyk
	Attorney	-	Christopher Prior
	Stenographer	-	Natalie Turner

A. Public Hearing – Bill 2 of 2025 – Ch. § 143-22 - Prior Notice Required
1.

Mayor Weitzner opened the public hearing, duly advertised in the August 28, 2025 *Port Washington Times*, to consider the adoption of Bill No. 2 of 2025 - Prior Notice Required and Bill No. 3 of 2025 – Restricting Hours for Commercial Garbage Pick Up.

A stenographic transcript of the hearing was made and is on file with the Village Clerk. All those present wishing to speak having been heard, Trustee Scheff made a motion, seconded by Trustee Cohen, unanimously RESOLVED that the public hearing be closed. Whereupon, the Mayor closed the public hearing.

On motion of Trustee Scheff, seconded by Trustee Cohen, it was RESOLVED that Bill 2 of 2025 be and hereby is adopted as **LOCAL LAW 2 of 2025** to read as follows:

Local Law No. 2 of 2025

Section 1. **Legislative Findings.** The Board of Trustees of the Village of Port Washington North has determined that the health, safety and welfare of the Village and its residents is served by amending Article III, "Notification of Defects," of Village Code Chapter 143, "Streets and Sidewalks," to include express provisions addressing the manner in which prior written notice of defects must be delivered to the Village in order to allow a cause of action to be commenced against the Village for personal injury or property damage alleged to result from the defective, out-of-repair, unsafe, dangerous or obstructed condition of a Village highway, street, crosswalk, bridge, culvert, street marking, sign or device or any other property owned, operated or maintained by the Village.

The Village is protected by the prior written notice of defect requirement applicable to all villages in the State of New York under New York State Village Law § 6-628, in addition to Article III, "Notification of Defects," of Village Code Chapter 143. However, the New York Court of Appeals, in its 2024 decision in Calabrese v. The City of Albany, held that delivery of notice by email can suffice as effective notice if the applicable prior notice of defect law merely requires a prior written notice, without more specific direction as to the manner in which such notice must be served on the Village. Neither Article III, "Notification of Defects," of Village Code Chapter 143, nor New York State Village Law § 6-628 contains specific direction as to the manner in which written notice of defect must be delivered to the Village.

The Board of Trustees believes that clear direction as to the manner in which such a notice is delivered to the Village is necessary in order to assure that the Village receives same in a manner that enables the Village to focus its attention and resources effectively, and to avoid the possibility that such a notice is lost among many other forms of written communication submitted to the Village from time to time, including, for example, email messages and social media posts.

The amendment of the Village Code to establish the manner in which such notices must be delivered to the Village in order to be effective will protect the Village, its residents and its taxpayers to the extent the law allows from exposure to personal injury and property damage tort claims, both by deterring the commencement of actions based on

such claims and providing a cost-effective defense to any such actions that are commenced.

Section 2. **Authority.** This local law is adopted pursuant to New York State Municipal Home Rule Law § 10.

Section 3. **Amendment of § 143-22 "Prior notice required,"** of Article III, "Notification of Defects," of Chapter 143, **"Streets and Sidewalks,"** of the Village Code of the Village of Port Washington North is hereby amended to read in its entirety as follows:

"§ 143-22 Written notice required. No civil action shall be maintained against the Village for damages or injuries to person or to property, including those arising from the operation of any mechanical or transportation device or equipment, sustained by reason of any highway, street, crosswalk, bridge, culvert, street marking, sign or device or any other property owned, operated or maintained by the Village being defective, out of repair, unsafe, dangerous or obstructed unless, before the occurrence resulting in such damages or injury, (a) notice of such defective, out-of-repair, unsafe, dangerous or obstructed condition of such highway, street, crosswalk, bridge, culvert, street marking, sign or device or any other property owned, operated or maintained by the Village was delivered to the Village Clerk at Village Hall located at 3 Pleasant Avenue, Port Washington, New York 11050, in the form of a written physical hard copy, manually subscribed, and (b) the Village failed or neglected to repair or remove the defective, unsafe, dangerous or obstructed condition within a reasonable time after receiving such notice.

No such action shall be maintained for damages or injuries to person or property sustained solely in consequence of the existence of snow or ice upon any highway, street, bridge, culvert or any other property owned by the Village, unless (a) notice thereof relating to the particular place was delivered to the Village Clerk at Village Hall located at 3 Pleasant Avenue, Port Washington, New York 11050, in the form of a written physical hard copy, manually subscribed, and (b) the Village failed or neglected to cause such snow or ice to be removed or to otherwise reasonably make safe the place within a reasonable amount of time after receiving the notice. Notice of a defect submitted via email, the Village's website, any service, website, or application the Village uses to allow the public to submit reports or service requests to the Village, comments on a social media page maintained by the Village, or any other electronic means does not satisfy the process and procedure for submitting written notices of defect required by this section."

Section 4. **Severability.** If a court of competent jurisdiction determines that any clause, sentence, paragraph, subdivision or part of this local law, or the application thereof to any person, firm or entity, or circumstance, is invalid or unconstitutional, then such court's order or judgment shall not affect, impair or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this local law, or in its application to such person, individual, firm or entity or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. **Effective Date.** This local law shall take effect immediately upon filing with the Secretary of State.

On motion of Trustee Cohen, seconded by Trustee Scheff, it was RESOLVED that Bill 3 of 2025 be and hereby is adopted as **LOCAL LAW 3 of 2025** to read as follows:

Section 1. **Legislative Findings.** The Board notes that Chapter 116, "Noise," of the Code of the Village of Port Washington North currently restricts the use and operation of certain vehicles and equipment, including through day and hour restrictions. The current Code does not expressly restrict the hours during which commercial garbage and waste collection may be performed, which creates the potential for such collection to be performed at times that unreasonably interfere with the ability of Village residents in close proximity to areas where such commercial collection occurs. The Board finds that the health, safety and welfare of Village residents is served by amending the Noise Chapter to restrict the time during which commercial waste and garbage pick-up can be performed in the Village to between 7 a.m. and 6 p.m.

The Board recognizes that the Village lies within the boundaries of the Port Washington Garbage Collection District, a special district of the Town of North Hempstead with jurisdiction over curb-side garbage and waste collection within its boundaries. Collection service contractors providing service within the Village under contract with the Port Washington Garbage Collection District shall be exempt from the provisions of the amendment to the Code described herein.

Section 2. § 116-2, "Definitions," of Chapter 116, "Noise," of the Code of the Village of Port Washington North, is hereby amended to include, in alphabetical order, the following definitions, to read in their entirety as follows:

"COMMERCIAL SOLID WASTE All SOLID WASTE that is collected by private carting services from any premises located in any zoning district of the Village other than a residentially zoned district."

"SOLID WASTE All GARBAGE, LITTER, REFUSE, and RUBBISH, as those terms are defined for purposes of Chapter 140, "Solid Waste," of the Code of the Village of Port Washington North."

Section 3. § 116-3, "Certain Noises prohibited; standards for determining Violations," of Chapter 116, "Noise," of the Code of the Village of Port Washington North, is hereby amended by adding at the end thereof a new clause "(17)", to read in its entirety as follows:

[The introduction of § 116-3 provides that "[t]he following acts...are declared to be loud, disturbing and unnecessary noise in violation of the chapter..."]

"(17) The use and operation upon private property or the public way anywhere within the Village of vehicles and equipment for the collection of Commercial Solid Waste other than between the hours of 7:00 a.m. and 6:00 p.m., on Mondays through Saturdays; provided, however, that persons and entities providing such collection services within the Village pursuant to contract with the Port Washington Garbage Collection District shall be exempt from the provisions hereof."

Section 4.

Effective Date. This local law shall take immediately, after the filing This local law shall take immediately, after the filing hereof with the Secretary of State.

2. Clerk

On motion of Trustee Cohen, seconded by Trustee Scheff, it was unanimously RESOLVED that the reading of the minutes of the meeting of the Board of Trustees of August 14, 2025 be waived and that they be and hereby are approved as prepared by Clerk Melnyk.

3. Treasurer

A. On motion of Trustee Kepke, seconded by Trustee Scheff, it was unanimously RESOLVED that the reading of the Abstract of Vouchers for the General Fund #285, totaling \$86,344.85, and the Trust & Agency Abstract of Vouchers #214, totaling \$357.00, be waived and that they be and hereby are approved as prepared by Treasurer Bella.

B. It was reported that Trustee Scheff reviewed the bank statement reconciliations for July 2025.

4. Reports

A. Public Works

On motion of Trustee Malatino, seconded by Trustee Scheff, it was unanimously RESOLVED that the Public Works Department report for the month of August/September 2025 be and hereby is accepted as submitted by Charles Poole.

B. Building Department

1. On motion of Trustee Cohen, seconded by Trustee Scheff, it was unanimously RESOLVED that the Building Department report for August/September 2025 be and hereby is accepted as presented by Superintendent Barbach.

Sanjiv Mody, owner of Bombay Kitchen, 85 Channel Drive, Port Washington, New York (designated on the Nassau County Land & Tax Map as Section 4, Block 123, Lots 29 & 30) stood alongside Michael Sahn, of Sahn Ward Braff & Coschignano, Matt Bendix, of Bendix Engineering, John Machion & Peter Meyer, of Meyer Mechanical, to address ongoing complaints and current violations associated with said property. The Board also commented on requested air quality review reports that have not been received. Mr. Sahn admitted to a misunderstanding on the required report date and stated it would be available for review at the earliest time possible. It was also noted that an industrial hygienist might need to be retained in order to provide this type of data.

A lengthy discussion ensued regarding the continued manufacturing of prohibited foods and disregard of the Cease-and-Desist Order issued to Mr. Mody on August 12, 2025 by Building Superintendent, Robert Barbach. It was agreed upon by both parties that submission of the required building permits and drawings for the CaptiveAire system would be submitted by weeks end and that both parties would continue to work together to create and abide by a work timeline with established milestones that must be reached in a timely fashion.

C. Traffic Safety & Emergency Management

On motion of Trustee Scheff, seconded by Trustee Cohen, it was Unanimously RESOLVED that the August/September 2025 report of the Emergency Manager and Traffic Safety Commissioner be accepted as presented by Steven Kaplan.

D. Beautification Commission

On motion of Trustee Kepke, seconded by Trustee Scheff, it was unanimously RESOLVED that the August/September 2025 report of the Beautification Commission be accepted as presented by Commissioner Cirker.

E. Communication Commission

On motion of Trustee Kepke, seconded by Trustee Cohen, it was unanimously RESOLVED that the August/September 2025 reports of the Communication Commission be accepted as prepared by Alicia Munian.

5. Public Comments

Mr. & Mrs. Glasser, 129 Soundview Drive, inquired about code restrictions on the type of wood that can be burned in backyard firepits as she has been negatively affected by the lingering odor of burning wood near her home. A discussion regarding wood burning ensued. The Board agreed it would be beneficial to include information and guidance on the best types of wood to burn in a firepit in the October Newsletter.

6. Business

A. Street Light Maintenance 2025/2026 Contract

Clerk Melnyk reported that the following proposals were received by the Village by 10:00 a.m. on Wednesday, September 3rd, 2025:

O'Regan

NY Trenchless

Street Light Maintenance (annual)	\$11,250.00	\$12,000.00
Coach Light Fixture w/E26 medium socket	550.00	50.00
Aluminum Post for Coach Light Fixture	1,200.00	1,000.00
Black Steel Arm for Coach Light Fixture	350.00	250.00
Cobra Head Fixture wired w/direct line Voltage E39 Mogul socket	500.00	50.00
St. Lt. Cobra head replacement LED fixture	650.00	500.00
Arm for Cobra Head Fixture	430.00	250.00
Mark-outs (\$/ft.)	4.00	5.00
Directional Drilling/Horizontal Boring (\$/ft)	42.00	30.00
Additional Labor (\$/hr.)	135.00	125.00

On motion of Trustee Cohen, seconded by Trustee Scheff, it was unanimously RESOLVED that the Street Light Maintenance 2025/2026 contract be and hereby is awarded to NY Trenchless as the lowest responsible bidder based on the memo and analysis provided by Commissioner Kaplan.

B. Leaf Pick Up Contract 2025/2026 & 2027

Clerk Melnyk reported that the following bid(s) were received by 11:00 a.m. on September 4th, 2025 for the Removal of Leaves Fall 2025, 2026 & 2027.

	<u>2025</u>	<u>2026</u>	<u>2027</u>
Robert E. Keogh, Inc.	\$24,000	\$25,000	\$26,000
Creative Landscaping by Cow Bay	\$31,500	\$31,500	\$32,500

On motion of Trustee Malatino, seconded by Trustee Kepke, it was unanimously RESOLVED that the contract for the Removal of Leaves from Village Streets during Fall of 2025 be and hereby is awarded to Robert Keogh, Inc. as more particularly set forth in its bid document dated September 4th, 2025.

C. Appointment of Research Assistant to the Board of Trustees

Whereupon, Mayor Weitzner appointed Marissa Cichon as Research Assistant to the Board of Trustees effective October 1, 2025, subject to Nassau County Civil Service approval at a rate of \$20 per hour. On motion of Trustee Malatino, seconded by Trustee Kepke, it was unanimously RESOLVED that Mayor Weitzner's appointment of Marissa Cichon as Research Assistant to the Board of Trustees be and hereby is ratified.

D. Village Justice Court Grant

On motion of Trustee Malatino, seconded by Trustee Kepke, it was unanimously RESOLVED that Village of Port Washington North authorizes the Village of Port Washington North Court to apply for a JCAP Grant in the 2025-26 grant cycle up to \$30,000.

E. TONH Paving Contract

The Mayor advised the Board that John McGowan & Sons, a contractor with which the Village has had positive experience, was awarded an annual paving contract by the Town of North Hempstead following a competitive bidding process, and that the paving contract contains a provision that authorizes the contractor to perform paving work for other municipalities on the same terms and conditions, if the contractor and the municipality so desire. The Mayor noted that the price under the Town contract is favorable, based upon quotes from other contractors, and that the Village interests are served by enjoying the benefits of competitive bidding while saving the time and expense associated with the competitive bidding process.

The Village Attorney advised that the provision that the Mayor described is called a 'piggy-back' provision, which is allowed under NYS law with respect to purchases. He also noted that, so long as there also is an intermunicipal agreement (IMA) between the Town and the Village, the combination of the IMA and a Village

purchase order accepted by the contractor should permit the piggy-back concept in the public works context, as well. In fact, the Village and the Town are parties to an IMA currently scheduled to expire on July 31, 2027 which contemplates piggy-backing.

After discussion, upon motion duly made by Trustee Cohen, seconded by Trustee Scheff, and unanimously approved by all present, the Board **RESOLVED** as follows:

“The Village is hereby authorized to enter into and perform a contract with John McGowan and Sons, Inc., for the paving and striping work described in the purchase orders annexed hereto as Exhibit A, for the contract amount of \$257,483.89 pursuant to the paving agreement dated March 5, 2025, between the Town of North Hempstead and McGowan (the “TONH Contract”), and the ‘piggy-back’ provision in the TONH Contract, and with reference to the IMA between TONH and the Village for general intermunicipal cooperation, including piggy-back contracting”.

On motion of Trustee Kepke, seconded by Trustee Scheff, it was unanimously RESOLVED that the Board of Trustees of the Village of Port Washington North appoint Richard Gallucci as Board of Appeals Chair for a term to expire in April of 2026.

On motion of Trustee Scheff, seconded by Trustee Cohen, it was unanimously RESOLVED that the meeting be and hereby is adjourned at 9:33 p.m.

Respectfully submitted,

Angelique Melnyk, Village Clerk