

**VILLAGE OF MANORHAVEN
BOARD OF TRUSTEES
MINUTES OF THE REGULAR MEETING
THURSDAY, JANUARY 21, 2016 7:30 pm**

The meeting was called to order at 7:35 pm by Mayor Giovanna Giunta. The Pledge of Allegiance was led by Jackie Becker. The Clerk called the roll and verified that there was a quorum. In attendance were:

**Giovanna Giunta, Mayor
James Avena, Trustee
Rita DiLucia, Trustee
Kevin Gately, Trustee
Priscilla von Roeschlaub, Trustee
James E. Toner, Village Attorney
Leslie C. Gross, Village Clerk-Treasurer**

There were 24 +/- members of the public in attendance.

Mayor Giunta introduced our guest, John McDonnell, special counsel for the Manorhaven vs. AG Towers (Cell Tower) litigation. He gave a short re-cap of the case when it began in March of 2008. He said that The Board at the time, under Mayor Capozzi, had agreed to a five year contract, but when signed, it had renewals making it a 55 year contract. The year 2013 marked the fifth year of the original agreement ratified by The Board. After the fifth year of the lease, the Village attempted to have the lease voided but were unsuccessful. The Cell Tower defendants then claimed that the Village had ratified the lease because of the rental payments. Mr. McDonnell argued that because AG Towers had sued the Village in Federal Court for a breach of the lease, the Village can't ratify and breach the same agreement. The Court agreed and the cell tower defendants' motions were denied. They moved to reargue and were again unsuccessful. They have filed an appeal, and although Mr. McDonnell wants to take depositions, the Court has stayed the action pending the appeal. Because AG Towers has just appointed new counsel, they need time before moving forward. A new conference with the judge is scheduled for June 8, 2016. We can expect briefs to be filed approximately by the end of April.

Mr. Toner asked Mr. McDonnell whether the validity of the lease was challenged in the Federal Case. Mr. Mc Donnell said it was not; that is the issue in this present State Case.

Mr. Toner asked if scribner's errors were found that could have caused the difference in the length of the contract, and Mr. Mc Donnell said no. Roy Smitheimer then asked if the cell tower was active, which The Mayor answered in the affirmative. She then thanked Mr. Mc Donnell for his report to The Board.

Pursuant to this report, resident Barbara Mallon asked the Board to have Charles Keen of EMF Services LLC to return to The Village to test the Tower for emissions. It has not been tested in a long time. Mayor Giunta offered a resolution from the floor to hire the Mr. Keen. Mrs. Mallon offered to reach out to him to ask for his proposal which will be sent to the Village Clerk. This motion was agreed to by a unanimous vote of the Board. (No formal written resolution was provided.) This is resolution#1-2016.

The Mayor then asked Gary Maynard to give a report for Ken Kraft who was unable to attend. Ken has outlined his reasons, in the ongoing discussion, for preferring that The Village hire the Port Washington Police instead of Nassau County Police. Trustee Avena then reported that he met with Chief Salerno who was concerned about the cost. Trustee Avena continued that he checked the present cost for policing in Manorhaven to be \$800/year for a single family home, and \$900 year for a two family. He plans to next meet with Senator Martins, Assemblywoman Schimel and Legislator DeWhitton. He would like to assemble all the costs and hold a public hearing. He would then ask Port Police to submit a bid proposal. He estimated the process may take 2 to 4 months.

Mayor Giunta then asked Inspector Berry to address the Board regarding the Nassau County Police Department. He gave statistics from the past few years which showed a very low number of incidents, and a decrease overall from 2014 to 2015. There was only one burglary and one car break-in, for example, in 2015. He said that the 604 car is always here, and always has two men in Manorhaven at all times. He reported that there is no change in supervision since the 3rd and 6th precincts merged. There are the same number of police cars (24) and the Inspector still has two deputies; one in the north and one in the south. He then announced the return of the Problem Oriented Policing (POP) unit at the 3rd Precinct. He introduced Police Officer Carlos John Rivera who will be the POP officer for The Village. Several residents told them of specific issues in Manorhaven, and both officers said they are open to addressing residents' issues; speeding and not enough speeding tickets, homeless in the preserve.

The Mayor asked the Board to review the minutes of the December 17th meeting. Trustee Di Lucia made a motion to accept the minutes, and Trustee Avena seconded the motion. The vote was as follows:

Trustee Avena	AYE
Trustee Gately	AYE
Trustee Di Lucia	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

BOARD OF TRUSTEES-INC. VILLAGE OF MANORHAVEN
RESOLUTION # 3-2016
JANUARY 21, 2016

**A RESOLUTION ENTERING INTO AN INTERMUNICIPAL AGREEMENT WITH
THE MANHASSET BAY PROTECTION COMMITTEE & THE COUNTY, THE TOWN
OF NORTH HEMPSTEAD & LOCAL MUNICIPALITIES**

Trustee Di Lucia offered the following resolution and moved its adoption, seconded by Trustee von Roeschlaub, which resolution was declared adopted after a poll of the members of this Board:

INTER-MUNICIPAL AGREEMENT
BETWEEN THE
COUNTY OF NASSAU,
THE TOWN OF NORTH HEMPSTEAD,
VILLAGE OF BAXTER ESTATES,
VILLAGE OF FLOWER HILL,
VILLAGE OF GREAT NICK,
VILLAGE OF KENSINGTON,
VILLAGE OF KINGS POINT,
VILLAGE OF MANORBAVEN,
VILLAGE OF MUNSEY PARK,
VILLAGE OF PLANDOME,
VILLAGE OF PLANDOME HEIGHTS,
VILLAGE OF PLANDOME MANOR,
VILLAGE OF PORT WASHINGTON NORTH,
VILLAGE OF SANDS POINT,
VILLAGE OF THOMASTON

Agreement (this "Agreement") made and entered into as of the 21st day of January, 2016 by and between the: COUNTY OF NASSAU (hereinafter 'COUNTY'), 1550 Franklin Avenue, Mineola, NY11501, the TOWN OF NORTH HEMPSTEAD (hereinafter "TOWN"), 220 Plandome Road, Manhasset, New York 11030, the VILLAGE OF BAXTER ESTATES, 315 Main Street, Port Washington, New York 11050, the VILLAGE OF FLOWER HILL, One Bonnie Heights Road, Manhasset, NY 11030, the VILLAGE OF GREAT NECK, 61 Baker Hill Road, Great Neck, New York 11023, the VILLAGE Of KENSINGTON, 2 Nassau Drive, Great

Neck, New York 11021, the VILLAGE Of KINGS POINT, 32 Steppingstone Lane, Kings Point, New York 11024, the VILLAGE OF MANORFIAVEN, 33 Manorhaven Boulevard., Port Washington, New York 11050, the VILLAGE Of MUNSEY PARK, 1777 Northern Boulevard, Manhasset, NY 11030, THE VILLAGE OF PLANDOME, 65 South Drive, Post Office Box 930, Plandome, New York 11030, the VILLAGE OF PLANDOME HEIGHTS, 37 Orchard Street, Manhasset, New York 11030, the VILLAGE OF PLANDOME MANOR, 55 Manhasset Avenue, Manhasset, New York, 11030, the VILLAGE OF PORT WASHINGTON NORTH, 3 Pleasant Avenue, Port Washington, New York 11050, the VILLAGE Of SANDS POINT, Post Office Box 188, Port Washington, New York 11050, the VILLAGE Of THOMASTON, 100 East Shore Road, Great Neck, New York 11023 (hereinafter collectively known as the MUNICIPALITIES).

WITNESS ETH

WHEREAS, the COUNTY, the TOWN, and the MUNICIPALITIES recognize the importance of Manhasset Bay as a vital coastal ecosystem essential to the environmental and economic well-being of the people in the surrounding communities and as a Center of Historic Maritime Activity under the Historic Centers for Maritime Activity Act and a significant coastal fish and wildlife habitat as noted by the U.S. Fish & Wildlife Service (1991) and the New York Department of State (1987 and 2005) and as an important bird area of New York State (2005) by Audubon New York;

WHEREAS, the COUNTY, the TOWN, and the MUNICIPALITIES continue to be deeply concerned with the condition of Manhasset Bay and, notwithstanding progress made by the parties hereto to date, the potential for further degradation due to a variety of pollutant sources, including but not limited to stormwater runoff, petroleum spills, industrial effluent, illegal dumping, floatable debris, boat waste, and malfunctioning cesspools; and

WHEREAS, the COUNTY, the TOWN, and the MUNICIPALITIES recognize that the waters, tributaries, and wetlands of Manhasset Bay comprise a precious resource worthy of protection and wish to protect, restore, and enhance Manhasset Bay so as to insure a healthy and diverse marine ecosystem while balancing and maintaining recreational and commercial uses, and are in agreement that the future health and productivity of Manhasset Bay require a coordinated effort dedicated to the protection and enhancement of the Manhasset Bay area; and

WHEREAS, the COUNTY, the TOWN, and the MUNICIPALITIES recognize that it is necessary to review and assess issues affecting Manhasset Bay's water quality and wildlife habitats; to identify key problem areas and propose remediation measures; and

WHEREAS, in 1998 the COUNTY, the TOWN, and the MUNICIPALITIES entered into an Inter-municipal Agreement which provided for the formation and initial funding of the Manhasset Bay Protection Committee (hereinafter "COMMITTEE") in order to coordinate efforts to protect and enhance the quality of the Bay, its tributaries and wetlands and which allowed the COMMITTEE to receive grant funding from the State of New York to produce a Water Quality Inwroverment Plan far Manhasset Bay (1999); and,

WHEREAS, the COMMITTEE has prepared a comprehensive Water Quality Improvement Plan for Manhasset Bay (1999) which was officially adopted by the original thirteen member municipalities and which set forth long range goals and plans for the use and improvement of

Manhasset Bay; and WHEREAS, the heretofore mentioned initial Inter-municipal Agreement has since expired; and WHEREAS, the COUNTY, the TOWN, and the MUNICIPALITIES are required by the federal Clean Water Act's Phase II regulations and by New York State's Phase II storm water regulations (SPDES General Permit No. GP-0-1 5-003) to develop and implement Storm Water Pollution Prevention Plans and Annual Compliance Reports; and WHEREAS, the federal and state governments encourage and support the formation of Intermunicipal partnerships like the COMMITTEE and promote their use as the most effective and cost efficient means to address the Phase II stormwater regulations; and

WHEREAS, the annual Phase II compliance reporting forms require the COUNTY, the TOWN, and the MUNICIPALITIES to specify the legally-binding agreement(s) under which they are working as partners on their storm water management programs; and,

WHEREAS, the COUNTY, the TOWN and the MUNICIPALITIES desire to enter into an Agreement to carry out the goals, and responsibilities set forth herein; and agree that all parties will benefit by this agreement; and

WHEREAS, New York State General Municipal Law Section 1 19-c authorizes agreements for the performance of various functions, powers, and duties between municipal corporations;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter stated, it is agreed by and between the parties hereto as follows.

1. The TOWN, COUNTY and each of the MUNICIPALITIES shall appoint one (1) official representative to the COMMITTEE who is designated to vote on behalf of such member and is capable of reporting back to their respective TOWN, COUNTY, or MUNICIPALITY.
2. The goals of this COMMITTEE are as follows:
 - a, improve the water quality of Manhasset Bay so that all waters of the Bay will consistently meet water quality standards for bathing, swimming, and fishing;
 - b. improve the water quality of Manhasset Bay and its tributaries so it will once again be classified as an area suitable for the harvesting of shellfish for human consumption;
 - c. restore and enhance the surrounding tidal wetlands that serve to cleanse ecosystems; provide marine food production and wildlife habitat; offer opportunities for education, research, and recreation; provide flood and storm abatement; and offer open space and aesthetic appreciation;
 - d. control and reduce point and nonpoint source pollution affecting the Bay and its environs; and
 - e. assist the TOWN, COUNTY, and MUNICIPALITIES in achieving compliance with federal and state statutes and regulations, such as New York State's storm water permit requirements, which affect Manhasset Bay in a coordinated and cost-effective manner;
 - f. coordinate local coastal regulations so as to maximize protection and enhancement efforts to improve the quality of Manhasset Bay, its tributaries and wetlands.
3. The COMMITTEE shall select a Chairperson from among the municipal representatives. The

Chairperson shall have the power to create subcommittees and appoint representatives to serve on such subcommittees as the need arises;

4. The TOWN shall act as agent for the COMMITTEE to apply for and receive grants on behalf of the COMMITTEE; and to retain and hire environmental consultants as well as the Executive Director to carry out the goals of the COMMITTEE.

5. The COMMITTEE shall be funded by annual contributions (hereinafter "dues") which shall be determined annually by the COMMITTEE representatives after the opportunity for review by the COUNTY, TOWN, and each MUNICIPALITY. The proposed amount of annual dues for each year shall be determined prior to the first day of February of that year. Each member shall have sixty (60) days from the date that such dues are proposed to review, comment, or withdraw from the COMMITTEE as set forth in Paragraph 12 of this agreement. At the end of the sixty (60) day review period, the dues shall be established for that year. The dues for such year shall be in an amount sufficient to satisfy the monetary requirements for the match shares of any grants applied for and received by or on behalf of the COMMITTEE, the cost for services of an Executive Director, and any administrative costs not covered by such grants.

6. Dues shall be apportioned among the COMMITTEE members in accordance with the following formula:

COUNTY OF NASSAU 45% of total TOWN OF NORTH HEMPSTEAD 11% of total MUNICIPALITIES 44% of total, divided by the number of member villages

Notwithstanding the foregoing, the maximum amount to be paid as dues in any calendar year under this Agreement by:

(a) The COUNTY shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), and

(b) The TOWN shall not exceed Twelve Thousand Two Hundred Twenty-Three and 00/100 Dollars (\$12,223.00), and

(c) the MUNICIPALITIES shall not exceed forty-Eight Thousand Eight Hundred Forty-Eight and 00/100 Dollars (\$48,848.00), divided by the number of member Villages.

Also notwithstanding the foregoing, the maximum aggregate amount of dues to be paid in any one calendar year under this agreement shall not exceed one hundred eleven thousand one hundred eleven dollars (\$111,111) without the express approval of each municipal member of the COMMITTEE.

7. Dues shall be paid within thirty (30) days following the start of the member's fiscal year.

8. Dues shall be paid by each member municipality without the need for a separate inter municipal agreement. It is understood that dues are paid in exchange for benefits offered by the COMMITTEE, such as compliance with certain aspects of the federally mandated storm water reporting, participation in joint grant applications, and others.

9. Following the signing of this agreement, the COUNTY, TOWN, and MUNICIPALITIES shall pay to the TOWN their respective dues to the attention of the COMMITTEE Executive Director as outlined in Paragraph 7 of this Agreement. All monies will be placed in a non-interest bearing account by the TOWN COMPTROLLER with periodic accountings provided to the COMMITTEE through the Executive Director.

10. The COMMITTEE's activities shall be coordinated by a part-time or full-time Executive Director who shall serve the COMMITTEE on a consulting basis as an independent contractor and who shall report to the COMMITTEE through its Chairperson. This Executive Director is appointed by the TOWN upon the recommendation of the COMMITTEE.

11. Office space, a telephone, and internet hookup may be voluntarily provided by one of the member municipalities at no charge to the COMMITTEE for the use of its Executive Director.

Historically, this has been offered by the TOWN. It is recognized that the provision of such space and services will reduce the costs that the COMMITTEE would otherwise have to incur and, in so doing, reduce the annual dues required by the member municipalities.

12. Any member municipality may withdraw from the COMMITTEE upon written notice of no less than sixty (60) days to the Chair of the COMMITTEE who shall promptly notify the remaining member municipalities. In the event that a member municipality elects to withdraw from the COMMITTEE prior to the establishment of dues for that calendar year, the municipality shall not be responsible for the payment of such dues and shall have no further obligation under this Agreement. In the event that the member municipality elects to withdraw from the COMMITTEE after dues for that calendar year are established, that member shall be responsible for the payment of such dues for that calendar year.

13. The term of this Agreement shall commence upon execution of this Agreement by the COUNTY, the TOWN, and the MUNICIPALITIES and shall terminate five (5) years thereafter; provided, however that the term of this Agreement may be extended by consent of the COUNTY, the TOWN, and the MUNICIPALITIES for successive five (5) year periods.

14. Compliance with Laws: This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York; as amended, and Section 22-4.2 of the Administrative Code of Nassau County. In addition, the parties hereto shall comply with any and all applicable Federal, State, and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with their performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

15. The TOWN shall require anyone retained in connection with this agreement, with the exception of the Executive Director, to maintain under a General Liability Insurance with a combined single limit of ONE MILLION AND 00/100 (\$1,000,000.) DOLLARS defending, indemnifying and holding harmless the TOWN and the MUNICIPALITIES from any and all loss/or damage arising out of any of their acts occurring in the performance of this Agreement.

16. The TOWN agrees that payment by COUNTY will be contingent upon the TOWN's submitting a claim voucher to the Nassau County Comptroller which has been approved by the Nassau County Department which is designated by the COUNTY to provide funding pursuant to this AGREEMENT.

17. The TOWN shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the COUNTY. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of COUNTY or his duly designated representative.

18. The TOWN agrees that it is and at all times shall be deemed to be an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit COUNTY or MUNICIPALITIES to any obligation irrespective of the nature thereof, except as provided by this Agreement, and no employee of the TOWN shall be deemed to be an employee of the COUNTY or any of the MUNICIPALITIES. It is further understood and agreed that any agent, servant or employee of the TOWN shall not, at any time or under any circumstances, be deemed to be an agent, servant or employee of the COUNTY or the other MUNICIPALITIES.

19. No Arrears or Default: no party to this Agreement is in arrears to the COUNTY upon any

debt or contract, and has not been in default and is not in default as surety, contractor or otherwise.

20. This Agreement may be executed in counterparts, and a compilation of such counterparts shall constitute the Agreement. Each member which is a party to this Agreement shall be provided by the TOWN with a full and complete copy of the executed Agreement.

21. This Agreement shall be effective upon the approval and execution of the Agreement by a majority (more than half) of the signing members (COUNTY, TOWN, and MUNICIPALITIES).

Dated: January 21, 2016
Manorhaven, New York

GIOVANNA GIUNTA, MAYOR
Incorporated Village of Manorhaven

Trustee Avena	AYE
Trustee Gately	AYE
Trustee Di Lucia	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

BOARD OF TRUSTEES – INC. VILLAGE OF MANORHAVEN
RESOLUTION #4 -2016 JANUARY 21, 2016

A RESOLUTION SETTING A DATE FOR A PUBLIC HEARING TO AMEND SECTION §155.60 OF THE MANORHAVEN VILLAGE CODE TO PERMIT THE BOARD OF ZONING AND APPEALS TO ISSUE SHORT FORM DECISIONS AND TO REQUIRE THAT ALL BOARD DECISIONS BE SIGNED BY THE CHAIRMAN

Trustee Gately offered the following resolution and moved its adoption, seconded by Trustee Avena, which resolution was declared adopted after a poll of the members of this Board:

WHEREAS, the Village Board, as legislative body of the Village of Manorhaven is empowered to amend the local laws of the village; and

WHEREAS, in order to expedite the issuance of Board of Zoning and Appeals decisions, it has been deemed a necessity to amend the local law to permit the Board of Zoning and Appeals to issue Short Form decisions at its discretion; and,

WHEREAS, to insure accountability and accuracy of Board of Zoning and Appeals decisions, the Board of Trustees deems it necessary for decisions to be signed by the Chairman or acting Chairman of the board; and,

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held by this Board on the 25th day of February, 2016, at 7:00 pm in the Village Board Room, Village Hall, 33 Manorhaven

Blvd., Port Washington, New York, for the purpose of setting a date for a public hearing considering the adoption of the an amendment to section §155.60 of the Manorhaven Village Code to permit Short Form Orders, to establish a procedures for issuing short form orders and to require the Chairman of the Board of Zoning and Appeals to sign all decisions.

BE IT FURTHER RESOLVED that the Village Clerk be and hereby is authorized and directed to publish a notice of said hearing, as required by law, which notice shall be in substantially the following form:

NOTICE OF HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Village Board of Manorhaven at Village Hall, 33 Manorhaven Blvd, Port Washington, New York on the 25th day of February, 2016 at 7:00 pm, to consider the amendment of section 155.60 of the Manorhaven Village Code as follows:

E. BOARD DECISIONS

(1) The Zoning Board of Appeals may render its decision on any appeal, application, or other matter in a short-form format, setting forth the Board's determination and conditions, if any, without enumerating the findings which formed the basis for its determination. Any appellant, applicant, or other person or persons jointly or severally aggrieved by a decision of the Board may, within 30 days after the filing of the short-form decision in the office of the Village Clerk, file a written demand with the Village Clerk requesting that the Zoning Board of Appeals render its decision in a long-form format containing findings which formed the basis for the Board's determination. The Village Clerk shall promptly deliver this written demand to the Chairman of the Zoning Board of Appeals and the Village Attorney. The chairman shall then cause the long form decision to be prepared and, upon its approval by the Board, file it with the Village Clerk.

(2) In cases where the Zoning Board of Appeals renders a short-form decision, and no written demand requesting a long-form decision is filed within the required thirty-day period, the date of filing of the short-form decision with the Village Clerk shall be deemed the date of the filing of the Board's decision for all purposes. In cases where the Board renders or is required to render a long-form decision, the date of filing of the long-form decision with the Village Clerk shall be deemed the date of filing of the Board's decision for all purposes.

(3) All decisions of the Board of Zoning and Appeals shall be signed by the Chairman or acting Chairman.

PLEASE TAKE FURTHER NOTICE that all persons shall have an opportunity to be heard concerning said Amendment to local law at the time and place advertised.

PLEASE TAKE FURTHER NOTICE at said hearing, all interested parties will be given an opportunity to be heard. Copies of the proposed law are on file at the Village Hall and may be seen during regular business hours. Those persons planning to attend the meeting and who require special accommodations because of a disability are requested to notify the Village Clerk no less than 48 hours prior to the meeting.

**BY ORDER OF THE VILLAGE BOARD OF MANORHAVEN
LESLIE C. GROSS, MMC
VILLAGE CLERK**

Dated: January 21, 2016
Manorhaven, NY

GIOVANNA GIUNTA, MAYOR
Incorporated Village of Manorhaven

Trustee Avena	AYE
Trustee Gately	AYE
Trustee Di Lucia	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

A resolution was called to request a 60-day trial period to allow only compact cars or motorcycles in several parking spaces in The Village. The Village attorney recalled the resolution as he determined that there was no provision under the law to do this, and asked instead to write a local law and set a date for a public hearing to discuss same. The addresses in question are on Juniper (Between #37 and #39) and on Firwood (Between 58 and 56A).

The Village Attorney will write a local law and a date will be set for a public hearing to allocate small curbside spaces to small vehicles only.

PUBLIC COMMENT

Caroline DuBois reported as the secretary for MAC that they were interested in any information about the ‘big pile of dirt’ at Morgan’s Dock which is now gone. Deputy Clerk Sharon N. Abramski said that the soil was tested and was found not to be contaminated. She reported that she has been the liaison for the project, and that Galvin Brothers just finished trucking and grading the soil which came from dredging. Ms. DuBois mentioned that someone had seen trucks dumping soil there. Attorney Toner added that if there are allegations of dumping of soil, it must be investigated.

Gary Maynard inquired about legal fees facing The Village. Mr. Toner said that no bills were paid to Mr. Leventhal.

Barbara Rumenopp questioned why Trustee von Roeschlaub suggested raises 3 % for employees vs. a suggestion of \$10,000 for the Deputy Clerk. She also wanted to know what would happen with the bills submitted by Mr. Leventhal. She was concerned where all this money would come from if Mr. Leventhal insisted on being paid.

Nick Marra continues to be concerned about handicap accessible ramps and said he has two quotes that looked the same from two different companies. He was told that it may be because when the Village requests a quote, we send the same request to each company so they can bid on the same thing.

Roy Smitheimer said that in 1921, Manorhaven had Port Police coverage, and in the 1930's, Nassau County took over the coverage. Roy asked whether Manorhaven residents would have a voice on the Board if Port Police took over. He said this is a political issue for them, and that it may need to be a pure contract for Port Police to cover Manorhaven.

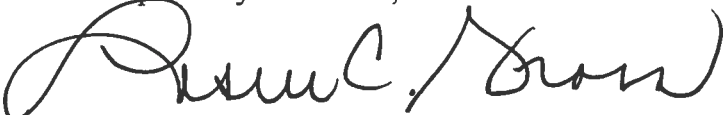
The next work session will be held on January 25th at 7:00 pm.

With no further business before the Board, Mayor Giunta made a motion to adjourn the meeting. Trustee Gately seconded the motion.

Trustee Avena	AYE
Trustee Gately	AYE
Trustee Di Lucia	AYE
Trustee von Roeschlaub	AYE
Mayor Giunta	AYE

The meeting was adjourned at 9:36 pm.

Respectfully Submitted,



Leslie C. Gross, RMC, MMC