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NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,  
Presiding Officer

PLANNING, DEVELOPMENT AND THE  
ENVIRONMENT COMMITTEE

LAURA SCHAEFER, Chairwoman

1550 Franklin Avenue  
Mineola, New York

Monday, February 13, 2017  
3:57 P.M

1

2     A P P E A R A N C E S :

3

4     LAURA SCHAEFER,  
Chairwoman

5

DENNIS DUNNE  
Vice Chairman

6

DENISE FORD (substituted by Howard Kopel)

7

STEVE RHOADS

8

9     ARNOLD DRUCKER,  
Ranking

10

CARRIE SOLAGES

11

LAURA CURRAN

12

MICHAEL PULITZER,  
Clerk of the Legislature

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LIST OF SPEAKERS

NICHOLAS SERANDIS . . . . . 5

1 Planning & Development /2-13-17

2 CHAIRWOMAN SCHAEFER: At this  
3 time I will call the Planning, Development  
4 and Environment Committee to order. I'll  
5 ask the clerk to please call the roll. Can  
6 you call the roll?

7 CLERK PULITZER: Yes, ma'am.  
8 Planning and Development. Legislator Laura  
9 Curran?

10 LEGISLATOR CURRAN: Here.

11 CLERK PULITZER: Legislator  
12 Carrie Solages?

13 LEGISLATOR SOLAGES: Here.

14 CLERK PULITZER: Ranking Member  
15 Arnold Drucker?

16 LEGISLATOR DRUCKER: Here.

17 CLERK PULITZER: Legislator  
18 Steven Rhoads?

19 LEGISLATOR RHOADS: Present.

20 CLERK PULITZER: Substituting for  
21 Legislator Denise Ford, Howard Kopel?

22 LEGISLATOR KOPEL: Here.

23 CLERK PULITZER: Vice Chairman  
24 Dennis Dunne?

25 LEGISLATOR DUNNE: Here.

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2 CLERK PULITZER: Chairwoman Laura  
3 Schaefer?

4 CHAIRWOMAN SCHAEFER: Here.

5 CLERK PULITZER: We have a  
6 quorum, ma'am.

7 CHAIRWOMAN SCHAEFER: Thank you.  
8 We have one item on the agenda for today.  
9 It is Clerk Item 80-17, it's an ordinance  
10 making certain determinations pursuant to  
11 the State Environmental Quality Review Act  
12 regarding a lease of a portion of the right  
13 of way located at the northwest corner of  
14 Wantagh Avenue and Merrick Road in Wantagh,  
15 New York, to Wantagh 3215, L.L.C. and  
16 authorizing the County Executive of the  
17 County of Nassau to execute said lease and  
18 all pertinent documents in connection  
19 therewith. May I have a motion?

20 LEGISLATOR RHOADS: So moved.

21 LEGISLATOR DUNNE: Second.

22 CHAIRWOMAN SCHAEFER: Motion by  
23 Legislator Rhoads, seconded by Legislator  
24 Dunne. Anyone here to speak on this item?

25 MR. SERANDIS: Yes, Nicholas

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2           Serandis, Deputy County Attorney.

3                   This involves a piece of property  
4           which is at the corner of Merrick Road and  
5           Wantagh Avenue. This property has been in a  
6           continuous part of the right of way of the  
7           roadway, but not part of either the street  
8           or the sidewalk that abuts the roadway, but  
9           it's further in towards the property line.

10                   The property has been used by the  
11           owners of the site which now contain an auto  
12           repair shop which has for many years and  
13           they have requested to memorialize the use  
14           of the portion of the right of way which  
15           consists of parking ingress and egress into  
16           the shop.

17                   As part of the lease we conducted  
18           an appraisal. We went through the OSPAC and  
19           planning process and DPW found the property  
20           suitable for lease, but because of existing  
21           infrastructure underneath the property,  
22           which is not affected by the use, and the  
23           fact that it's part of the right of way  
24           would not approve an outright sale of the  
25           property.

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2                   So, after getting an appraisal  
3                   which is part of your package, we determined  
4                   that we could lease the property to the  
5                   adjoining owner, which has the business at  
6                   the site.

7                   The lease is for market value  
8                   rent. The owner of the site will agree as  
9                   part of the lease to landscape the property  
10                  for the beautification of the area and the  
11                  lease is a long term lease with an initial  
12                  term of 49 years with an option for another  
13                  50 years.

14                  But the lease also provides that  
15                  whenever the county needs to access the site  
16                  to either do repairs on the infrastructure  
17                  below the site or for if it's necessary to  
18                  work on the roadway, we have the right to  
19                  use the property. That's basically what it  
20                  is.

21                  We will be getting revenue from  
22                  the lease of this property which, as I said,  
23                  has been used by the adjoining owners for  
24                  parking and ingress and egress and there was  
25                  a prohibition in the lease of building any

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2       structures on the property and it can only  
3       be used for those purposes which is the  
4       ingress/egress parking and the landscaping  
5       which was requested by the county, the  
6       requirements under the lease.

7                   CHAIRWOMAN SCHAEFER: I have one  
8       question. You said the shop has been there  
9       for a number of years and obviously the  
10      property has been owned by the county.

11                  So what have they been doing, how  
12      has it been maintained and handled up till  
13      now and why the change?

14                  MR. SERANDIS: I been driven past  
15      the property many times. I think the  
16      property doesn't have the landscaping that  
17      we are requiring to be put in. But  
18      obviously, it's used as a parking area for  
19      the business in question has been maintained  
20      for that purpose.

21                  So I believe that there is a  
22      requirement that the property be maintained.  
23      The additional requirement because they will  
24      be accessing part of the county property,  
25      and that they provide insurance



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2       indemnification should any accidents and/or  
3       injuries occur on the county portion of the  
4       property.

5                   Legislator Rhoads has a question.

6                   LEGISLATOR RHOADS: Deputy County  
7       Attorney Serandis, the story behind this  
8       property is a little bit unique in that the  
9       area that we're talking about actually used  
10      to be a right turn lane from southbound  
11      Wantagh Avenue to get to westbound Merrick  
12      Road.

13                  And when, I believe, the state  
14      came in to reconfigure that intersection  
15      probably about five or six years ago, the  
16      piece of property that we are talking about  
17      was created in a sense because they did away  
18      with the right turn lane so that now you are  
19      actually making a right turn from the right  
20      lane, so that angled piece of property is  
21      really what we're talking about; is that  
22      correct?

23                  MR. SERANDIS: Yes.

24                  LEGISLATOR RHOADS: That piece of  
25      the property, just for the committee's

1           Planning & Development /2-13-17  
2   education, is currently asphalted. It's too  
3   small to have any suitable use and the  
4   reason that the county's I believe traffic  
5   controls are actually on that particular  
6   parcel. Are there any other county assets  
7   that are there, structures?

8           MR. SERANDIS: Not that I'm aware  
9   of. Just like I said, the property had been  
10   utilized by the person in question for  
11   years.

12           LEGISLATOR RHOADS: It had been  
13   used I know at some point in time, they were  
14   directed not to use it because obviously  
15   they are infringing on county property, and  
16   now they're entering into an agreement so  
17   they can legally use that parcel.

18           But the reason that it can't be  
19   sold, my understanding is because the county  
20   does have its traffic signal assets on that  
21   particular parcel because it used to be  
22   adjoining the roadway; correct?

23           MR. SERANDIS: Yes.

24           CHAIRWOMAN SCHAEFER: Any other  
25   questions? Legislator Solages.

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2 LEGISLATOR SOLAGES: Thank you  
3 very much. How are you doing today?

4 MR. SERANDIS: Okay.

5 LEGISLATOR SOLAGES: My question  
6 is this. Is this potentially a 99 year  
7 lease?

8 MR. SERANDIS: Yes.

9 LEGISLATOR SOLAGES: 99 years  
10 exactly, or it could be another amount of  
11 years?

12 MR. SERANDIS: No. It's 99 years  
13 exactly because under the statute the county  
14 can only lease property up to a period of 99  
15 years.

16 LEGISLATOR SOLAGES: I  
17 understand.

18 MR. SERANDIS: Obviously if it  
19 becomes necessary for the county to obtain  
20 the property in the future because of road  
21 widening or some other infrastructure  
22 issues, we have the right to do so.

23 So we have, like I said, the  
24 right to utilize and enter on to the  
25 property for any county purposes that might

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2       become necessary to maintain it.

3           LEGISLATOR SOLAGES:   My concern  
4       is that this is for a definite term.   I was  
5       getting flashbacks from law school, the rule  
6       against perpetuities, right?   I was  
7       concerned, I turned off my brain during that  
8       lesson in law school.

9           However, I did remember that the  
10       courts and law are concerned that property  
11       can be alienable, it can be transferred.  
12       When you say that there is a lease that  
13       doesn't have a definite term then I get  
14       concerned.

15           But, if you're telling me that it  
16       is for 99 years, I guess then the rule  
17       against perpetuity does not apply.

18           MR. SERANDIS:   The only other  
19       point that I would make also is that under  
20       the provisions of the -- monetary provisions  
21       of the lease, it does call for regular lease  
22       increases and a readjustment of the rent  
23       after every 20 years so that if property  
24       becomes more valuable by what he may have  
25       built there, or whatever inflationary value

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2     the property has, there will be a  
3     readjustment after the 20 years up or down  
4     depending on the value of the property so  
5     that the county is protected in that respect  
6     to getting fair market value for the leased  
7     property.

8                   LEGISLATOR SOLAGES:   My professor  
9     in law school told me, hey, don't worry.  
10    You're never going to use the rule against  
11    perpetuity but I'm glad you considered it.

12                  CHAIRWOMAN SCHAEFER:   Right.   Law  
13    school was all worth it.   Go ahead.

14                  MR. PODLESACK:   I was feeling very  
15    nostalgic because I haven't heard it in 30  
16    some odd years.

17                  LEGISLATOR RHOADS:   Every law  
18    school professor is probably cheering at the  
19    moment.   Just so I correctly understand the  
20    terms, Deputy County Attorney Serandis, is  
21    the term 99 years?   I thought under the  
22    lease it was 49 years with a 50 year renewal  
23    option?

24                  MR. SERANDIS:   It's 49 year lease  
25    with a 50 year renewal.   Rent readjustment

1           Planning & Development /2-13-17  
2   after every 20 years.   Plus automatic  
3   increases in between.

4           LEGISLATOR DRUCKER:   I have a  
5   question.

6           CHAIRWOMAN SCHAEFER:   Legislator  
7   Drucker.

8           LEGISLATOR DRUCKER:   Thank you.  
9   You mentioned that there were some factors  
10   that mitigated against the purchase.   Can  
11   you be specific what they were?

12          MR. SERANDIS:   The sale, it was  
13   approached to the Department of Public Works  
14   during the planning process as well as the  
15   OSPAC process.

16          Basically they said because of  
17   the infrastructure that was on the site as  
18   well as it being part of the right of way,  
19   they did not feel comfortable with an  
20   outright sale of the property because if  
21   there was an outright sale we would have a  
22   different ability to access the property to  
23   satisfy the needs of the infrastructure  
24   repair or maintenance.

25          LEGISLATOR DRUCKER:   You mean it

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2       would cost money to do those remediations,  
3       those improvements? Is that what you're  
4       saying?

5           CHAIRWOMAN SCHAEFER: I'd like to  
6       believe by DPW the infrastructure under the  
7       roadway could be in the nature of some type  
8       of drainage and/or sewer pipe. There might  
9       be infrastructure on top of the roadway in  
10      terms of traffic signal device.

11          LEGISLATOR DRUCKER: There was no  
12      assessment as to what the cost would be to  
13      take care of that, right?

14          MR. SERANDIS: No.

15          CHAIRWOMAN SCHAEFER: Could in  
16      the sense we be a landlord for 99 years?

17          MR. SERANDIS: Yes, in the sense  
18      we would be a landlord for 99 years.  
19      Obviously if circumstances change within the  
20      course of the lease which would allow a  
21      potential sale of the property, that would  
22      be explored at that time.

23          But, as of now, DPW is  
24      comfortable with the lease and not the  
25      outright sale of the property.

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2                   LEGISLATOR DRUCKER: Did the  
3 county ever seek any sort of contribution or  
4 compensation for the unauthorized use for  
5 all those years?

6                   MR. SERANDIS: I have no idea. I  
7 do not know. I know that in other cases  
8 have encroachment on county property. We  
9 have been trying to get some -- but on this  
10 property I'm not aware of any attempt to  
11 gain any compensation for prior use.

12                  LEGISLATOR DRUCKER: And the  
13 roughly \$8,000 a year rent is considered --  
14 that was determined by the realtor that that  
15 was considered market value? They based it  
16 on comparables, I'm assuming, I don't know  
17 what comparables there are for that.

18                  MR. SERANDIS: Yes. It was based  
19 on comparable use and based on the appraisal  
20 that were supplied in the package. It's a  
21 use of 5,000 square feet, approximately,  
22 which is limited by no construction on the  
23 site and it's basically to legitimize a  
24 prior use that had existed like we said for  
25 many years.



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2 LEGISLATOR DRUCKER: Thank you.

3 My last question is, the Wantagh 3215  
4 L.L.C., are they affiliated with any other  
5 subsidiaries that do business with the  
6 county?

7 MR. SERANDIS: It is a  
8 corporation which first time as this  
9 corporation that I have ever dealt with and  
10 they are not the operators of the business  
11 on the site.

12 LEGISLATOR DRUCKER: They are not  
13 affiliated with Hempstead 9, L.L.C. if you  
14 know?

15 MR. SERANDIS: I know that some  
16 of the principals of both corporations are  
17 the same principals.

18 LEGISLATOR DRUCKER: I have  
19 nothing further. Thank you.

20 CHAIRWOMAN SCHAEFER: Any other  
21 questions? Legislator Dunne.

22 LEGISLATOR DUNNE: If you look at  
23 page nine and ten, it shows a picture of  
24 what used to be the turning lanes which is  
25 now barren space with the curbing. That

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2   space is not being used. The parking that  
3   has been there before, I was a legislator  
4   when we took away those turning lanes  
5   because moms with their carriages had a hard  
6   time getting across all of those lanes of  
7   traffic, especially in the summer when  
8   everybody going to Wantagh Park and Jones  
9   Beach.

10           MR. SERANDIS: Yes, passed it  
11   many times coming back from the beach.

12           LEGISLATOR DUNNE: We got rid of  
13   those turning lanes and much safer for the  
14   moms with their carriages and their  
15   children. That is a wonderful thing that  
16   happened. If you look at these pictures on  
17   nine and ten, that kind of answers your  
18   question, Legislator Drucker, that there is  
19   no parking there right now. They can use it  
20   for parking. It's giving them additional  
21   space. I noticed that the fan club from  
22   Legislator Rhoads' area is here, the Girl  
23   Scout Troop, which one are they?

24           LEGISLATOR RHOADS: They're  
25   actually Girl Scout Troop 901 from the

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2       Bellmore Presbyterian Church.

3                   I wanted to take a moment at the  
4       appropriate time to welcome them. We are  
5       glad that they're here. It also means that  
6       every one here has to be careful. There's  
7       girl scouts here.

8                   LEGISLATOR DUNNE: Do you know  
9       where the Carvel is right there on the  
10      corner there? There's a drive thru, Dairy  
11      Barn there, a Carvel right there on the  
12      corner of Merrick Road and Wantagh Avenue.  
13      That's what we're talking about. That space  
14      right there.

15                  Your legislator has got you in at  
16      a real appropriate time so it's something  
17      you know about. This is really good. You  
18      can tell your teacher when you go to school  
19      that Legislator Rhoads really did something  
20      great for our community. Pay Carvel for  
21      them, probably cheaper than the Girl Scout  
22      cookies. Thank you so much.

23                  CHAIRWOMAN SCHAEFER: Legislator  
24      Curran.

25                  LEGISLATOR CURRAN: So since the

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2       county still owns it, and this company is  
3       renting it, who is responsible for repairs?  
4       You mentioned landscaping, what about  
5       repairs?

6                   MR. SERANDIS:   Well, he's  
7       responsible for the maintenance of the  
8       property.

9                   LEGISLATOR CURRAN:   I was just  
10      thinking about liability.

11                  MR. SERANDIS:   The maintenance,  
12      the landscaping, as well as obviously he's  
13      using the property for parking and ingress.  
14      If there is damage to the concrete, to that  
15      he's responsible for those repairs.

16                  LEGISLATOR CURRAN:   Who is liable  
17      if something that goes wrong there?

18                  MR. SERANDIS:   Because it is part  
19      of the county right of way, technically  
20      somebody could bring a claim against the  
21      county, that's why we have indemnification  
22      and insurance from the owner so that if  
23      there is a trip and fall, or something  
24      within that property, that he's leasing, he  
25      would be responsible for any damages.

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2                   Obviously, as I said earlier, the  
3   property leasing does not encroach on the  
4   sidewalk and/or either the pedestrian or  
5   vehicle right of way so that there is no --  
6   unless somebody is trespassing on the  
7   property, it will only be use by persons  
8   utilizing his business and not the general  
9   public.

10                  LEGISLATOR CURRAN:   Thanks.

11                  CHAIRWOMAN SCHAEFER:   Any other  
12   questions from the legislators?

13                  (No verbal response.)

14                  Is there any public comment?

15                  (No verbal response.)

16                  There being none, all those in  
17   favor of Clerk Item 80-17 signify by saying  
18   aye.

19                  (Aye.)

20                  Any opposed?

21                  (No verbal response.)

22                  The item passes.

23                  Motion to close Planning.

24                  LEGISLATOR DUNNE:   So moved.

25                  LEGISLATOR RHOADS:   Second.

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2                   CHAIRWOMAN GONSALVES: Moved by  
3   Legislator Dunne, seconded by Legislator  
4   Rhoads. All in favor say aye.

5                   (Aye.)

6                   We move on to the Health  
7   Committee.

8                   (Whereupon, the Planning,  
9   Development and Environment Committee  
10  adjourned at 4:16 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and  
Notary Public in and for the State of New  
York, do hereby stated:

THAT I attended at the time and place  
above mentioned and took stenographic record  
of the proceedings in the above-entitled  
matter;

THAT the foregoing transcript is a true  
and accurate transcript of the same and the  
whole thereof, according to the best of my  
ability and belief.

IN WITNESS WHEREOF, I have hereunto set  
my hand this 23rd day of February, 2017.

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FRANK GRAY