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REGULAR MEETING
of the
NASSAU COUNTY OPEN SPACE & PARKS
ADVISORY COMMITTEE

Wednesday, November 5, 2025
4:05 p.m.

PARKS HEADQUARTERS
Administrative Building
1899 Hempstead Turnpike
East Meadow, New York

Court Reporter: Elbia Brumit

1 A P P E A R A N C E S:

2 Ralph Fumante, Chairman

3 Paolo pironi, Vice Chairman

4 Lauren Moriarty, Secretary

5 Samantha E. Seter

6 Matthew T. Meng

7 Monolita Mitra

8

9 Also Present:

10 Greg Hoesl, Nassau County DPW Planner

11 Paul Spezio, Esq.

12 Kevin Walsh, Esq.

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PROCEEDINGS

1 MR. FUMANTE: I'll call the
2 meeting to order. And ask that
3 everybody look at the minutes from
4 August 12, 2025. And I'd like a
5 motion to accept those minutes?

6 MS. SETER: Motion.

7 MR. PIRONI: Motion.

8 MR. HOESL: They were e-mailed.
9 They're 37 pages. I didn't print
10 them.

11 MR. MENG: I make a motion.

12 MR. FUMANTE: Can I have a
13 second?

14 MS. MORIARTY: Second.

15 MR. FUMANTE: All in favor?

16 MR. PIRONI: Aye.

17 MR. MENG: Aye.

18 MS. MORIARTY: Aye.

19 MS. MITRA: Aye.

20 MR. FUMANTE: Any opposed? Any
21 abstentions?

22 MS. SETER: I'm going to
23 abstain.

24 MR. FUMANTE: That's fine.
25 Thank you. All right.

PROCEEDINGS

1 You are up.

2 MR. HOESL: Thank you. Yes. So
3 today, we have the introduction of a
4 new property. This is going to be
5 OSPAC seven of 2025. And this is an
6 application to remove a deed
7 restriction on property located at 248
8 Main Street in the Incorporated
9 Village of Hempstead in their business
10 B zoning district.

11 The parcel in question is
12 approximately 3,000 square feet,
13 30 feet of front ditch, 100 feet of
14 depth. Nassau County is requesting
15 permission to remove a deed
16 restriction from a former county-owned
17 land parcel. The parcel in question
18 is also within the town's downtown
19 overlay DO3 mix residential overlay
20 zone. DBW approves of the removal of
21 the deed restriction without
22 condition.

23 This property in question was
24 sold to Arlington Avenue Realty Group
25 through a foreclosure auction by

PROCEEDINGS

1 Nassau County on March 17 of 2011. At
2 the time of the sale, Arlington
3 obtained a title report that did not
4 disclose any restrictive covenant on
5 the property. Following the acquisition
6 of the property, Arlington commenced
7 the development process. They
8 obtained all necessary building
9 permits and approvals from the
10 Hempstead Village VZA and planning
11 board, and ultimately constructed this
12 two-story, two-family dwelling that
13 you see on the screen there.

14 Certificate of occupancy was obtained
15 by Arlington on March 4th of 2025.

16 Arlington then entered into a
17 contract of sale on March 24th of this
18 year, which is when they first learned
19 of the restricted covenant created by
20 Nassau County in a Quick Claim Deed
21 dated November 21, 2006. The
22 restricted covenant was instituted
23 when the county conveyed title to the
24 prior owners, Edgar Miguel Villeches
25 (phonetic) and Petita Isabel Villeches

PROCEEDINGS

1 (phonetic). Arlington has since
2 entered into contract to sell the
3 property to Mercy Haven Inc, which is
4 an organization which provides housing
5 to battered women.

6 The title company chosen by the
7 purchaser has refused to ensure the
8 title until this aforementioned
9 restricted covenant is removed. As
10 such, Arlington is currently stuck
11 with this vacant home that's been
12 subject to vandalism. And Mercy Haven
13 Inc. has not been able to provide
14 housing to the women who could
15 otherwise be living safely in this
16 newly constructed home.

17 We are introducing this today at
18 OSPAC's meeting, and it will
19 subsequently be forwarded to the
20 Nassau County Planning Commission for
21 the opening of the public comment
22 period on November 13th, 2025.

23 And with that, I'll hand it off
24 to Ralph. We also have here today
25 Laura Schaefer from the county

PROCEEDINGS

1 attorney's office who is working on
2 this, and James Bianco (phonetic), the
3 property owner.

4 MR. RESNIKOFF: Michael
5 Resnikoff, I'm the attorney for Bianco
6 and Arlington.

7 MR. HOESL: Thank you.

8 MR. FUMANTE: Welcome. We'll
9 try to make this quick and painless.
10 And I might have missed it. Why was
11 there a deed restriction on it
12 originally?

13 MR. PIRONI: The covenant?

14 MR. HOESL: Kevin, do you
15 know -- oh, because they -- it was --

16 MR. FUMANTE: Don't make it up.

17 MR. HOESL: I was told this
18 today. It's because this home here, I
19 think there was a restriction of no
20 subdivision or something.

21 Kevin, do you --

22 MR. WALSH: I don't know the
23 reason that that was put on.

24 MR. FUMANTE: Can somebody over
25 there -- you're all lawyers.

PROCEEDINGS

1 MR. RESNIKOFF: I mean, we
2 don't -- we don't know the underlying
3 reason, but it was -- the restriction
4 was for the neighboring property,
5 not -- for him not to develop into the
6 next door property. But because the
7 covenant runs with the land, even
8 though -- so basically, what
9 ultimately happened was, once the next
10 door -- once the neighboring property
11 owner deeded the -- deeded -- created
12 that restriction that he couldn't, you
13 know, develop the lot next door, he
14 just stopped paying the taxes which
15 resulted in the foreclosure.

16 So that's ultimately how we
17 ended up here.

18 MR. FUMANTE: So when -- so that
19 traveled with the land, is what you
20 are basically saying?

21 MR. RESNIKOFF: Right. So it
22 looks like the original purpose, even
23 though we can't really know for --
24 100 percent sure, but it looks like
25 the original purpose was to prevent

PROCEEDINGS

1 the neighboring property owner to
2 develop the lot next door.

3 MR. FUMANTE: Which is this lot?

4 MS. SCHAEFER: This lot.

5 MR. RESNIKOFF: This lot. But
6 what ultimately happened was,
7 because -- you know, but it really --
8 the restriction wasn't specific enough
9 to talk about like what would happen
10 if he sold the -- or, you know, if he
11 sold his property to somebody else or
12 this lot got sold. So it just -- but
13 the covenant runs with the land and
14 creates the title issue.

15 MR. FUMANTE: When the property
16 was subdivided -- I'm assuming it got
17 subdivided at that point, right?

18 MR. RESNIKOFF: No. It was
19 subdivided before.

20 MR. FUMANTE: It was always a
21 separate lot?

22 MR. RESNIKOFF: Yeah.

23 MR. FUMANTE: As a separate lot,
24 that restriction wasn't on the second
25 lot; it was on the house to the left?

PROCEEDINGS

1 For lack of a better explanation.

2 MR. RESNIKOFF: Well, that was
3 what the Quick Claim Deed in 2006
4 created, the restriction.

5 MR. FUMANTE: On the open lot?

6 MR. RESNIKOFF: On -- on our
7 lot.

8 MR. HOESL: I was told they can
9 build a convenience store there, but
10 not a residence. That was part of the
11 quick claim.

12 MR. PIRONI: What's the zoning?

13 MR. HOESL: The zoning is the
14 business zone.

15 MR. PIRONI: So they built a
16 house on a business zone?

17 MR. BIANCO: Can I intervene
18 with that?

19 MR. HOESL: Yeah.

20 MR. BIANCO: In the village of
21 Hempstead, a residence B, which is a
22 business zone, permits a multifamily.

23 MR. HOESL: Yes, correct.

24 MR. BIANCO: So they would
25 prefer a two-family than a convenience

PROCEEDINGS

1 store. And, you know, we did, like
2 you mentioned, Greg, we went to public
3 hearing for the zoning board, we went
4 to the planning board, we went through
5 vigorous, you know, boards to get it
6 approved.

7 MR. HOESL: Sure. Yeah.

8 MS. MORIARTY: How many women
9 will be housed there?

10 MR. BIANCO: That, we don't
11 know.

12 MR. FUMANTE: Do you have a
13 certificate of occupancy --

14 MR. BIANCO: Yes, we do.

15 MR. FUMANTE: -- since you went
16 through all these --

17 MR. BIANCO: Yes, we do.

18 MR. FUMANTE: When you bought
19 the property, your attorneys said
20 yeah, go ahead. Right? I'm just
21 trying to put the pieces together.

22 MR. BIANCO: Well, we bought the
23 property the title company missed.

24 MR. RESNIKOFF: They insured it.

25 MR. FUMANTE: They made a

PROCEEDINGS

1 mistake. I got it. They make them
2 all the time. And is that restriction
3 still on the other property?

4 MR. RESNIKOFF: We -- we
5 don't -- I don't know if -- I don't
6 know if there's a restriction on the
7 other property. We just know about
8 this one.

9 MR. FUMANTE: I'm just wondering
10 if you lift it on this, does it lift
11 it on both?

12 MR. RESNIKOFF: No. Because the
13 restriction was only to develop.
14 So --

15 MR. FUMANTE: That house next
16 door is in good condition?

17 MR. RESNIKOFF: I mean, he would
18 know that, but --

19 MR. BIANCO: Yes. We don't own
20 it.

21 MR. FUMANTE: The one you built
22 is obviously brand new and quite nice.

23 MR. BIANCO: Yeah.

24 MR. FUMANTE: On the outside.
25 Anyone else have any questions?

PROCEEDINGS

1 No?

2 (No response.)

3 MR. FUMANTE: We're done. See
4 you next time. Come back to us. This
5 was an introduction to us. Got it?

6 MS. SCHAEFER: Yes.

7 MR. FUMANTE: All right. Any
8 old business? I don't see any.

9 MS. MORIARTY: Wait, old
10 business? Did we ever discuss that
11 letter that we received?

12 MR. FUMANTE: No, we didn't.

13 MS. MORIARTY: Can we?

14 MR. FUMANTE: If you'd like.

15 MR. MENG: I think my opinion is
16 that we should ask the attorney that
17 prepared the letter to come in and
18 explain it to us.

19 MR. FUMANTE: That would be fun.

20 MS. MORIARTY: Well, was it
21 written by him or was it written by
22 someone else in his office and he just
23 signed off on it? Do you know?

24 MR. MENG: All the more reason
25 to invite the attorney in to explain

PROCEEDINGS

1 it.

2 MR. SPEZIO: I drafted the
3 letter with Patrick Cogner (phonetic).
4 And gave it to the judge.

5 MS. MORIARTY: How I interpreted
6 the letter, you know, and I called
7 Paolo, I spoke to a few people here.
8 I found it very threatening. I found
9 it -- I mean, I wanted to resign. But
10 I -- I found it so inappropriate for a
11 board that I volunteer for -- I didn't
12 end up resigning because things have
13 happened, like personally that I
14 couldn't then continue down that path
15 at that time. But the tone of it,
16 what was written in it, I -- it was
17 very concerning. And it was clear,
18 honestly, that it came from you and
19 that it was written and he signed it.
20 It made me so uncomfortable. And I
21 don't know that this is something I
22 want to be a part of anymore.

23 MR. SPEZIO: Well, I'm sorry to
24 hear that. I was not trying to be
25 threatening, but I was trying to, you

PROCEEDINGS

1 know, drive the point home that there
2 are certain types of -- you know, just
3 outline the types of liability that
4 could arise if those things happen.
5 And, you know -- you know, it -- that
6 was really the goal. I wasn't trying
7 to be threatening. I wanted to be
8 thorough and clear. Not threatening.

9 MR. FUMANTE: Just since it was
10 brought up, could you explain what the
11 action is this board took at that
12 meeting that prompted it? I
13 understand the discussion part. I
14 won't argue with you there. But there
15 was something to the fact that the
16 board took action. And the only thing
17 we did was say, read the minutes.

18 Is that the action you were
19 talking to?

20 MR. SPEZIO: I -- honestly, if
21 I'm being entirely honest, I drafted
22 it a long time ago. I brought a copy
23 of it.

24 I'm sorry, say the question
25 again? I apologize.

PROCEEDINGS

1 MR. FUMANTE: That's all right.
2 In the letter, there was a statement
3 made that this board took action on
4 Stillwell. And we didn't take action.
5 All was said was, go back and read the
6 minutes. So --

7 MS. MORIARTY: And I went back
8 and I watched that video probably five
9 times. I was crazed over that letter.
10 I watched it probably five times
11 because I could not understand what
12 the action was that we took.

13 MR. SPEZIO: I think -- so I
14 think the concern and part of that --
15 the action, okay. So I believe the
16 motion was made to somehow reopen the
17 discussion --

18 MR. FUMANTE: No. That was
19 not --

20 MS. MORIARTY: That was not the
21 motion. I went back and I watched
22 that video five times.

23 MR. FUMANTE: I did too.

24 MS. MORIARTY: I actually -- I
25 think Paolo and I were texting. I

PROCEEDINGS

1 scripted to you what exactly the
2 motion was because I stopped the video
3 and I -- I went through the whole
4 thing.

5 MR. FUMANTE: Putting aside the
6 threatening to the board, I just think
7 the content of that letter was not
8 factual based on, we didn't take an
9 action.

10 MR. SPEZIO: I will be willing
11 to go back. I mean, no, I mean -- I
12 basically, you know, before I started
13 drafting it, I went and re-watched it
14 also a couple of times. What I think
15 was the actual action, after you had
16 exited executive session and after I
17 had informed you of the statutory
18 jurisdiction, you went ahead and made
19 a motion against my advice. And then,
20 you know --

21 MR. FUMANTE: Well --

22 MR. SPEZIO: And then -- and
23 then it was -- it was second -- second
24 to reopen or -- or discuss it at that
25 meeting.

PROCEEDINGS

1 MS. MORIARTY: That was not the
2 action.

3 MR. FUMANTE: That's not true.
4 Well, I know Lauren has watched it
5 five times. I was there, and I
6 watched it a couple of times. We
7 spoke about it on the record between
8 ourselves. I'm unsure, you know,
9 whether the letter was appropriate.
10 But that being said, I understood your
11 point. But the fact is, that letter
12 is incorrect in stating we took the
13 motion of action.

14 MR. SPEZIO: I would -- I'm --
15 you know, here's the thing, I have no
16 memory of it directly. I will
17 definitely go back, I'll go back, I'll
18 be very surprised if it's not
19 factually accurate. I'm not going to
20 send out a letter, especially to the
21 judge, my boss, based on facts that
22 are incorrect. I'll go back and
23 double-check it again. You know, I'll
24 go back and double-check it again just
25 to triple check.

PROCEEDINGS

1 MS. MORIARTY: I think the
2 motion ultimately came from Paolo, to
3 start with, and it was -- he was the
4 one that made the motion to just check
5 the minutes. That was ultimately --
6 and then it was seconded and that was
7 the action.

8 MR. SPEZIO: So the point of the
9 letter, one of the points of the
10 letter was that this board has no
11 jurisdiction to do anything whatsoever
12 pertaining to Stillwell because it's
13 past us at this point. That was one
14 of the main points.

15 MS. MORIARTY: But you are
16 making a point about something we
17 didn't do. Our motion was to check
18 minutes. It was not to take action
19 against Stillwell.

20 MR. SPEZIO: If you are
21 discussing something during these
22 board meetings, you are opening up the
23 discussion and that's -- that's not
24 appropriate for dealings to pass
25 through here. Jurisdiction --

PROCEEDINGS

1 MR. MENG: And I disagree with
2 that. This is one of the largest
3 pieces of preserved in Nassau County.
4 And if we wish to open it up for
5 either new information or discussion
6 or review, we absolutely should do it.
7 And it's -- the responsibility is
8 right in the bylaws.

9 MR. SPEZIO: And that -- that --

10 MR. FUMANTE: I don't -- I got
11 to step in. Guys -- guys.

12 MR. SPEZIO: I'm not going to
13 get into an argument.

14 MR. PIRONI: Just give me a
15 minute.

16 MR. SPEZIO: I'll -- respond to
17 that. Go ahead.

18 MR. FUMANTE: I think we --
19 going back over this and regurgitating
20 is not going to solve anything.

21 MR. PIRONI: I agree.

22 MR. FUMANTE: Okay? I was
23 offended by the letter. I knew where
24 it came from. I don't agree or
25 disagree with Matt. I don't -- but I

PROCEEDINGS

1 do disagree with the factual
2 information.

3 But that said, Stillwell is
4 behind us now. They're actually going
5 to do what we wanted done in the first
6 place, which is get a survey. So it's
7 sort of a moot point with --
8 indirectly, we achieved our goal. And
9 hopefully we are going to preserve 200
10 plus acres.

11 But I'd rather not spend --
12 unless you really want to -- and I'll
13 go along with the board here. But I
14 just don't want to keep regurgitating
15 it forever. But I don't disagree with
16 you from when you and I spoke. And I
17 don't disagree with you, Matt. I just
18 want to move on because I don't think
19 it's going to solve anything. We have
20 a disagreement with him, and unless we
21 are going to go out and hire another
22 lawyer, I don't know how we are going
23 to get around that.

24 I did talk to a very top
25 excellent attorney about that. And

PROCEEDINGS

1 it's a typical threat letter. But
2 that said, I would like the factual
3 information straightened out in
4 another letter. No apology. Just
5 straightened out.

6 MS. MITRA: I think that would
7 be helpful.

8 MR. FUMANTE: We didn't take
9 action on Stillwell. We went into
10 executive session. We discussed it.
11 Paolo came out and said he really
12 preferred to read the minutes before
13 we do anything. Which I thought we
14 all agreed on. I didn't think that
15 was an unusual request.

16 I'll also tell you somewhere
17 down the road, some factual
18 information about Stillwell may be
19 important to some other case. So to
20 say we never can talk about it again,
21 I think is just a little broad. I
22 don't think we can take action on it,
23 but for all the years I've sat here,
24 we've used other cases of what did we
25 do here and --

PROCEEDINGS

1 MR. SPEZIO: I'm not disagreeing
2 with that.

3 MR. FUMANTE: Okay.

4 MR. SPEZIO: If it's relevant,
5 kind of deliberating regarding
6 something that's before you, then
7 yeah. If it's relevant, you can talk
8 about it in the context of whatever is
9 before you. That's not a problem.

10 MS. MORIARTY: If we get the
11 actual factual -- a letter that
12 actually then corrects what was
13 incorrectly indicated.

14 MR. FUMANTE: Can you do that
15 for us, Paul?

16 MR. SPEZIO: I'm going to go
17 back and I definitely will rewatch it.
18 And if there was anything that was
19 incorrect in terms of factual in this
20 letter, I'll rectify it.

21 MS. MORIARTY: And I think
22 somewhere in my notes, I even
23 indicated the minute and seconds in
24 the video when the action was taken.

25 MR. SPEZIO: Send it to me.

PROCEEDINGS

1 Save my time. But I think it was --

2 MS. MORIARTY: If I can find it.
3 Because originally, I think Paolo, I
4 had even called you and I said that,
5 you know, 47 -- it was actually a long
6 meeting because we went into executive
7 session for so long. And I indicated
8 to someone that I spoke to what the
9 minute -- hour and minute was.

10 MR. FUMANTE: Again, all we are
11 saying to you, Paul, is we'd like it
12 to be factual about what action the
13 board took. The board took an action
14 of, go back and read the previous
15 minutes. That was the sole action
16 voted upon.

17 MR. SPEZIO: I'm going to go
18 back and look at it. I'll check it.
19 Definitely.

20 MR. FUMANTE: We're good?

21 MS. MORIARTY: Yup.

22 MR. FUMANTE: All good? Okay.

23 Where was I? New business, I
24 guess. Anybody have any new business?

25 (No response.)

PROCEEDINGS

1 MR. FUMANTE: We got a couple of
2 million bucks in the Open Space fund.
3 And other than that, we've got our
4 meeting on December 9 at 4 o'clock.
5 And I'd like to wish everybody a happy
6 Thanksgiving.

7 MS. MORIARTY: Happy
8 Thanksgiving, yeah.

9 MR. FUMANTE: It's that time of
10 year. And with that, I'd like to
11 entertain a motion to adjourn.

12 MS. MORIARTY: Motion.

13 MR. PIRONI: Second.

14 MR. FUMANTE: Second. All in
15 favor?

16 MS. SETER: Aye.

17 MR. PIRONI: Aye.

18 MR. MENG: Aye.

19 MS. MORIARTY: Aye.

20 MS. MITRA: Aye.

21 MR. FUMANTE: Any opposed? Any
22 abstentions?

23 (No response.)

24 MR. FUMANTE: Thank you, all.

25 (TIME NOTED: 4:25 p.m.)

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C E R T I F I C A T E

STATE OF NEW YORK)

:SS

COUNTY OF NASSAU)

I, Elbia Brumit, a Notary Public within
and for the State of New York, do hereby certify:

I reported the proceedings in the
within-entitled matter, and that the within
transcript is a true record of such proceedings to
the best of my ability.

I further certify that I am not related
to any of the parties to this action by blood or
marriage; and that I am in no way interested in
the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set
my hand this 10th day of November, 2025.


ELBIA BRUMIT