

TOWN OF OYSTER BAY  
TOWN BOARD  
SPECIAL PRESENTATION  
MAY 24, 2016  
10:12 a.m.

JOHN VENDITTO  
SUPERVISOR

JAMES ALTADONNA JR.  
TOWN CLERK

P R E S E N T:

SUPERVISOR JOHN VENDITTO  
COUNCILMAN JOSEPH D. MUSCARELLA  
COUNCILMAN ANTHONY D. MACAGNONE  
COUNCILMAN CHRIS COSCHIGNANO  
COUNCILMAN JOSEPH G. PINTO  
COUNCILWOMAN REBECCA M. ALESIA  
COUNCILWOMAN MICHELE M. JOHNSON

ALSO PRESENT:

JAMES ALTADONNA JR., TOWN CLERK  
JAMES J. STEFANICH, RECEIVER OF TAXES  
LEONARD GENOVA, TOWN ATTORNEY  
THOMAS SABELLICO, SPECIAL COUNSEL/  
DEPUTY TOWN ATTORNEY  
DONNA B. SWANSON, DEPUTY TOWN ATTORNEY  
DIANE SMITH, OFFICE OF THE TOWN CLERK  
LINDA M. HERMAN, OFFICE OF THE TOWN CLERK  
PATRICE CAPUTO, LEGISLATIVE AFFAIRS,  
OFFICE OF THE TOWN ATTORNEY  
JUNE MASCIA, DEPUTY COMMISSIONER,  
DEPARTMENT OF GENERAL SERVICES  
FRANK M. SCALERA, CHIEF DEPUTY TOWN ATTORNEY

(Appearances continued on following page.)

I certify this is a true  
and accurate transcript.



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LAUREN TORRES  
Official Reporter/Notary

**ORIGINAL TRANSCRIPT**

ALSO PRESENT:

MATTHEW M. ROZEA, ASSISTANT TOWN ATTORNEY,  
OFFICE OF THE TOWN ATTORNEY  
LOUIS IMBROTO, ASSISTANT TOWN ATTORNEY,  
OFFICE OF THE TOWN ATTORNEY  
MARTA KANE, DIRECTOR OF COMMUNITY RELATIONS,  
PUBLIC INFORMATION OFFICE  
BRIAN DEVINE, RESEARCH ASSISTANT,  
PUBLIC INFORMATION OFFICE  
STEVEN MARX, EXECUTIVE ASSISTANT,  
OFFICE OF THE EXECUTIVE  
ANDREW S. ROTHSTEIN, DIRECTOR OF OPERATIONS,  
OFFICE OF THE EXECUTIVE  
JOSEPHINE V. MACCHIA, ASSISTANT,  
OFFICE OF THE EXECUTIVE  
RALPH J. RAYMOND, DEPUTY TOWN CLERK  
RAYMOND T. SPAGNUOLO, DEPUTY TOWN CLERK  
CAROL A. FIORENZA, SECRETARY TO THE TOWN CLERK  
FRANK GATTO, ASSISTANT TO THE COMMISSIONER,  
DEPARTMENT OF GENERAL SERVICES  
VICKI SPINELLI, DEPUTY COMMISSIONER,  
DEPARTMENT OF HUMAN RESOURCES  
RICHARD LAMARCA, DIRECTOR, DEPARTMENT OF  
HUMAN RESOURCES  
TIMOTHY ZIKE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
BARRY BREE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PUBLIC SAFETY  
FRANK A. NOCERINO, COMMISSIONER,  
DEPARTMENT OF PARKS  
FRANK V. SAMMARTANO, DEPUTY COMMISSIONER,  
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS  
JAMES McCaffrey, DEPUTY COMMISSIONER,  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
ROBERT McEVOY, COMPTROLLER  
ROBERT DARIENZO, DIRECTOR OF FINANCE

1 SUPERVISOR VENDITTO: Ladies and  
2 gentleman, if everyone will find seats, we will  
3 begin, and we will begin by asking our Town Clerk,  
4 Mr. Altadonna, to kindly poll the Board.

5 MR. ALTADONNA: Sure.

6 Supervisor Venditto?

7 SUPERVISOR VENDITTO: I am here.

8 MR. ALTADONNA: Councilman Muscarella?

9 COUNCILMAN MUSCARELLA: Here.

10 MR. ALTADONNA: Councilman Macagnone?

11 COUNCILMAN MACAGNONE: Here.

12 MR. ALTADONNA: Councilman Coschignano?

13 COUNCILMAN COSCHIGNANO: Here.

14 MR. ALTADONNA: Councilman Pinto?

15 COUNCILMAN PINTO: Here.

16 MR. ALTADONNA: Councilwoman Alesia?

17 COUNCILWOMAN ALESIA: Good morning,

18 Jim.

19 MR. ALTADONNA: Good morning.

20 Councilwoman Johnson?

21 COUNCILWOMAN JOHNSON: Here.

22 SUPERVISOR VENDITTO: All right.

23 Ladies and gentleman, if everyone will  
24 please rise and join in the Pledge of Allegiance to  
25 our flag, led by our Town Clerk, Jim Altadonna.

1 (Pledge of Allegiance recited.)

2 SUPERVISOR VENDITTO: Thank you, James.

3 MR. ALTADONNA: You're welcome.

4 SUPERVISOR VENDITTO: All right.

5 We're going to, as advertised, be  
6 conducting a Town Board Work Session, but before we  
7 do, we have a couple of nice things to do.

8 I'll tell you what. Let's start with  
9 that. I guess the best thing to do is to turn it  
10 over to Councilwoman Alesia. I think you're all  
11 familiar by now with the "One Town, One Book"  
12 program as I think is a national movement that kind  
13 of challenges towns like ours to read the same book  
14 and then children to read the same book and then  
15 discuss it with their families and friends and  
16 after they have done that, explain to us why to  
17 read it. There ARE a few children that have  
18 trouble understanding it.

19 So with that as a backdrop, I don't  
20 know, is it the second year or the third year?

21 COUNCILWOMAN ALESIA: It's the fifth  
22 year.

23 SUPERVISOR VENDITTO: All right.

24 Councilwoman Alesia, it's all yours.

25 COUNCILWOMAN ALESIA: Thank you,

1 Supervisor, and you explained it very well.

2 The "One Town, One Book" program is a  
3 national movement to encourage literacy amongst  
4 both adults and children.

5 We took this on five years ago,  
6 The Town of Oyster Bay and it has -- I feel very  
7 comfortable saying it has doubled in size every  
8 year. The best part of the program is that it  
9 combines -- we have all the libraries in the Town.  
10 I think it should be at 100 percent participation  
11 from the Town's thirteen libraries, which is very  
12 exciting. Our Parks Department gets involved. Our  
13 community and youth services Department gets  
14 involved. It just crosses the entire length of the  
15 town and it's such a good program.

16 We're very honored today to have all of  
17 our librarians here. I think everyone is here to  
18 announce this year's theme. I don't usually give  
19 special shout outs, but I do want to, in  
20 particular, mention that Mike Foria from the Gold  
21 Coast Library was the one who brought to our  
22 attention, the theme this year, which is Sports and  
23 Recreation.

24 So I am proud to present this year's  
25 "One Town, One Book" theme, which is, "On Your

1 Mark, Get Set, Read! Sports related, fun for  
2 everyone."

3 I would like to invite all of the  
4 librarians up to take a pre-promotional picture, or  
5 whatever we call it, to help us get the word out to  
6 all of your communities and I am really excited I  
7 want to thank each and every library.

8 Actually, if we have a minute to  
9 just --

10 SUPERVISOR VENDITTO: Sure.

11 COUNCILWOMAN ALESIA: Please stand up  
12 when I say your name.

13 Let's all have a nice round of applause  
14 for all of our librarians.

15 Louis Menisolo from Bethpage.

16 Cathy Smith from Locust Valley.

17 Peter Brenner from Jericho.

18 Debbie Corosky from Farmingdale.

19 Susan Koch from Oyster Bay.

20 And before I mentioned, Mike Morio from  
21 Gold Coast.

22 Michael from the Massapequa Library.

23 And my very own Gretchen Brown from

24 TOB.

25 (Inaudible) from Hicksville.

1                   These are all directors by the way and  
2                   we're missing one other person.

3                   Pamela Martin, Assistant Director at  
4                   Syosset.

5                   COUNCILWOMAN ALESIA: All right.

6                   Ladies and gentlemen, these are the  
7                   Directors.

8                   (Applause.)

9                   So we'll be doing activities all Summer  
10                  long in the local libraries, as well as the Town  
11                  facilities to promote literacy and we're  
12                  encouraging parents to read books with their  
13                  children books that are aimed towards sports or  
14                  recreation because not every kid is a sports kid.

15                  All right. Come on up, guys.

16                  SUPERVISOR VENDITTO: Just hold your  
17                  place one minute.

18                  I, and all of us on the Town Board have  
19                  a tendency, we speak in very high terms about our  
20                  Town. We are very proud of it. The quality of  
21                  life here and what a special place the Town of  
22                  Oyster Bay is. It's not perfect, but it's pretty  
23                  special, and we do it from the stand point of the  
24                  Town of Oyster Bay. We talk about how our parks  
25                  are, our beaches, things that we do to enhance the

1 quality of life, enhance the property values.

2 All too frequently however, we leave  
3 out some equally important, if not more important  
4 players, and that's the special districts.

5 I mean, for heaven's sakes, the finest  
6 school districts I think in the country, but  
7 sometimes we overlook and I apologize for that and  
8 hope to make it up to you this morning with these  
9 comments on my part.

10 I mean, what you contribute -- well, to  
11 the growth of education and the quality of life in  
12 the Town of Oyster Bay is just phenomenal. So on  
13 behalf of 300,000 residents of this great town, I  
14 thank you all so much. Keep up the good work and  
15 thank you.

16 (Applause.)

17 (Whereupon, a photograph was taken.)

18 SUPERVISOR VENDITTO: How about a nice  
19 round of applause for our librarians?

20 (Applause.)

21 SUPERVISOR VENDITTO: Did you ever  
22 notice librarians are so quiet?

23 (Laughing.)

24 All right, next up, Carol Meschkow,  
25 where art thou? Come forward, Carol.



1 MS. MESCHKOW: Good morning.

2 SUPERVISOR VENDITTO: The Town of  
3 Oyster Bay is asking its employees and residents to  
4 wear white on Tuesday, May 31st to build awareness  
5 about the importance of living tobacco free.

6 We have with us this morning, Carol  
7 Meschkow, who is the Nassau County Coordinator of  
8 the Tobacco Action Coalition of Long Island and we  
9 are going to declare May 31st Wear White for Clean,  
10 Fresh Air Day.

11 I don't want to put a damper on things,  
12 but when you look at some of these statistics, they  
13 really are horrifying. You know people see these  
14 programs and wonder why we're doing it. Well, the  
15 reason why is because more children alive today  
16 will die from tobacco use than any other single  
17 cause and that includes alcohol, car accidents,  
18 even murder, suicides and illegal drugs.

19 I mean, you get the idea and every day  
20 another 3,000 American children -- this is  
21 incredible by the way -- every day another 3,000  
22 American children start to smoke, nearly one-third  
23 of whom will have problems down the line with lung  
24 cancer and other related diseases.

25 More than 430,000 Americans die each

1 year from tobacco-related illnesses. More than  
2 3,200 children younger than the age of 18 smoke  
3 their first cigarette daily as a result of  
4 marketing influenced by the tobacco industry. More  
5 than nine billion is spent each year to promote  
6 tobacco products.

7 Take it from someone who traveled the  
8 wrong road in life and I mean this on a personal  
9 note and is still struggling, don't do it. Don't  
10 do it. Do anything you can to avoid it. I know it  
11 sounds hypocritical when a smoker says to you,  
12 don't smoke, but believe me someone who smokes  
13 especially after so many years, suddenly, maybe  
14 hopefully it's not too late, but possibly realizes  
15 for the sake and doesn't want them to make it. So  
16 to look at someone who smokes and say, well, he  
17 smokes, so why can't I smoke. I'm just telling you  
18 folks, don't do it.

19 Carol?

20 MS. MESCHKOW: I mean, that is a cross  
21 of motion. Don't start because once the State  
22 starts to help because you're addicted and that's  
23 the point, group initiation has dropped down to 13,  
24 but first of all, thank you so much and I  
25 appreciate your words.

1           Each year the World Health Organization  
2 identifies a day on the calendar called World No  
3 Tobacco Day to bring awareness to tobacco-related  
4 issues and to advocate for effective policies to  
5 reduce tobacco consumption.

6           The World No Tobacco Day 2016, The  
7 World Health organization and their partners are  
8 calling our countries to work together to get ready  
9 for plain, also called standardized, packaging of  
10 tobacco products.

11           The aim to plain packaging is to reduce  
12 the attractiveness of tobacco products and the lure  
13 to our teens, to prevent initiation. Their  
14 placement of cigarettes is no coincidence by the  
15 Tobacco Lobby in their purview. The Tobacco  
16 Control Program is striving to produce awareness to  
17 their practices, which makes these deadly products  
18 more attainable to our youth.

19           I'm not going to go over any statistics  
20 because the Supervisor shared those startling  
21 statistics with you. They speak for themselves.

22           With respect to this year's theme, we  
23 will look forward to a meaningful dialogue  
24 regarding tobacco marketing and the industry's  
25 efforts offering coupons and discounts to make

1 access more affordable to our local youth and its  
2 impact on the Town's next generation.

3 We also look forward to our continued  
4 partnership with the Town by working towards having  
5 our local retailers cover their tobacco displays to  
6 reduce our youth's exposure to those advertisements  
7 targeting them.

8 We also hope to see the Town remain on  
9 the cutting edge by building upon your success with  
10 the policy to the largest smoke free living complex  
11 across the state in the Town's Housing Authority.

12 Since you have relocated smoking  
13 outside of the Housing Authority in 2011, thirty  
14 other Housing Authorities across the state have  
15 followed suit, and now HUD is moving towards  
16 mandating that all their multiunit complexes follow  
17 the discipline and science of the clean indoor air  
18 law by banning indoor smoking in the units and  
19 common areas, especially. This has been declared  
20 by the Surgeon General that there is no safe level  
21 of exposure to secondhand smoke.

22 This year we would like to see another  
23 location (inaudible) by offering smoke free living  
24 options to the Town's seniors residing in the  
25 Golden Age Housing complex.

1                   For the past eight years, one of the  
2                   Town's tobacco control champions has vicariously  
3                   advocated on behalf of her fellow residents at  
4                   Cambridge Court, who have all endured being  
5                   evacuated in the middle of the night from their  
6                   homes five times by the Fire Department due to the  
7                   chain smoker below her. This resident's habit has  
8                   caused the complex repairs, cleaning of the duct  
9                   and heating system and has rented basically two  
10                  apartments. Roseanne and the smokers below are  
11                  unhabitable due to the particles of toxic residue  
12                  from the smoker's habit. In fact, the Courts are  
13                  now all voting in favor of the victims of the  
14                  residents who are exposed to the drifting smoke.

15                  Our precious seniors in the Town's  
16                  flagship program shouldn't have to tolerate this  
17                  health issue, nor worked so hard for years faces a  
18                  change when there might only be two smokers in the  
19                  complex, but the process of change of the house  
20                  rules is just to owner for a senior citizen.

21                  The Supervisor and Town Board members,  
22                  all of you, have repeatedly demonstrated your  
23                  commitment to help in the fight to change the  
24                  statistics associated with tobacco-related illness  
25                  and youth initiation with the spelling that smoking

1 is an unacceptable norm, and as such, we hope that  
2 you will be trailblazers once again in the fight to  
3 reduce our youth's exposure to tobacco marketing  
4 and products and smoke-free living for our seniors  
5 at last.

6 On behalf of the Tobacco Action  
7 Coalition, we can't thank you enough for your hard  
8 work by taking the municipal lead to proactively  
9 protect the health and welfare and being of your  
10 residents by proclaiming, Tuesday May 31st as Wear  
11 White Day for Clean, Fresh Air in coordination with  
12 the World No Tobacco Day and this is our eighth  
13 year.

14 So I thank you so very much and I have  
15 something that I'd like to ask. We usually use  
16 this for our youth advocates who are working with  
17 us on smoke free campuses, but you're also young at  
18 heart and I know the rest of the agenda is coming  
19 up. So I would like to, starting with our Town  
20 Clerk, and if you could pass this back to the Town  
21 Board. Yes, they are pins that say, Tobacco Free  
22 is the new Green. So I'd like to share this with  
23 all of you.

24 SUPERVISOR VENDITTO: Are we allowed  
25 to -- no one is going to bring a motion from us

1 from wearing these pins.

2 Council, I think we're okay.

3 MS. MESCHKOW: Thank you very much.

4 SUPERVISOR VENDITTO: As you were  
5 talking, something occurred to me. Listen,  
6 speaking only for myself, I have no one to blame,  
7 no one. That's not what this is about. However, I  
8 will say this, back in the '60s, I mean, it was so  
9 fashionable. My parents smoked. Every neighbor  
10 smoked. I mean, we would watch television shows  
11 and the screen was covered with smoke. I see heads  
12 nodding, so you all remember that. Black and white  
13 shows, and they always smoked, and it was kind of  
14 glamorous. You know, the movies and what have you.

15 Now, I'm not saying that because of all  
16 that, they made me smoke. Not that at all. I had  
17 plenty of opportunities to stop smoking and I just  
18 never did it, never accomplished it. So you have  
19 no one to blame but yourself and I'm not even  
20 preaching to someone in the sense that because, oh  
21 because you smoked, you're a bad person.

22 All I'm telling you is -- I'm just  
23 telling anyone out there especially those who have,  
24 whether you're a teacher or a librarian, whatever  
25 the case maybe. Just don't do it. Don't encourage

1 it. Don't do it. I'm telling you, it will be the  
2 sorriest thing you ever did. It really will,  
3 because if one way or the other, may be one of  
4 the -- I know there are statistics out there -- oh,  
5 I smoked until I was 90 years old and I never got  
6 lung cancer. Yeah, but you can't breath and there  
7 are so many other ways it impacts you and really  
8 diminishes the quality of life. It truly does and  
9 you will find out when you hit 50 or 60, and if I  
10 knew I was going to live this long maybe I would  
11 have taken better care of myself, but don't wait.  
12 Take better care of yourself now and don't do it.

13 MS. MESCHKOW: We appreciate it, and as  
14 I say, I hope we can cover some of those displays.  
15 That's really the immediate epidemic because of the  
16 placement of those displays and again, something  
17 for the S-2s because again for two smokers if an  
18 apartment blows up, five times they're evacuated at  
19 night. That's too much.

20 If the Cleaner Air Laws were  
21 established and HUD is moving in that direction as  
22 I said, I really hope we can sit down and talk  
23 about all that we can do moving forward.

24 SUPERVISOR VENDITTO: We're not going  
25 anywhere, neither are you. So we'll talk more



1 about it.

2 What I'd like to do is ask Councilman  
3 Pinto to come forward and, Carol, anyone else that  
4 you would like in the photo with you?

5 MS. MESCHKOW: I love you all. You're  
6 all welcome and not a single one of you is a slouch  
7 up there.

8 (Whereupon, a photograph was taken.)

9 SUPERVISOR VENDITTO: Okay. Two down  
10 and one to go and a good one at that.

11 I'm going to keep my comments very  
12 brief on this one and give it back to Councilwoman  
13 Alesia, but I just want to comment, I've been doing  
14 this a while and the Junior League of Long Island,  
15 they are now stepping up and helping us and  
16 Councilwoman Alesia will tell you details about a  
17 playground over at Haypath Park on Haypath Road in  
18 Old Bethpage.

19 Now, those of you who are familiar with  
20 that park, I think it was very early in my tenure,  
21 maybe the first or second year. Am I right, Len?  
22 It was that early -- we were summoned by a group of  
23 residents and I mean, I want to tell you something,  
24 it was an eyesore. It was actually embarrassing  
25 when I went -- I didn't know the park. It was

1 actually the first time I saw it and it was so  
2 embarrassing to be there and it was Town-owned  
3 property, and we went to work and within a very  
4 short time, it was well within a year, we created  
5 Haypath Park and turned an eyesore into a very,  
6 pretty widely used and popular park and it worked  
7 out well, and now the Junior League of Long Island  
8 is stepping up and helping us to make an  
9 improvement there, which we will describe in a  
10 minute.

11 I just want to say something about the  
12 Junior League. They probably don't even know that  
13 I know this, but we have been involved in many  
14 projects over the years with them. They do things  
15 all around the area, not just the Town of Oyster  
16 Bay.

17 I will tell you something about this  
18 group. I mean, they say what they mean and mean  
19 what they say. When they are behind the project,  
20 it is like the real deal. They get involved with  
21 serious undertakings. They step up and they always  
22 do the right thing and they contribute very largely  
23 to the quality of life here in the Town of Oyster  
24 Bay and, of course, the length and breadth of the  
25 entire region.

1           So I just want to compliment the Long  
2           Island Junior League once again for coming forward  
3           and this time, I guess, the prime benefactor will  
4           be the Town of Oyster Bay and its residents.

5           So, Councilwoman Alesia, why don't you  
6           tell everybody what's happening?

7           COUNCILWOMAN ALESIA: Thank you,  
8           Supervisor.

9           So as excited as I was to tell you  
10          about the "One Town, One Book" program, I am even  
11          more so about this program.

12          It all started over a hamburger because  
13          I was sitting in a local food establishment when I  
14          was very lucky to come across Christina Ho, who is  
15          the Junior League Director of Project Playground.  
16          She is one of the members there and we developed a  
17          conversation rapport, we want to do something  
18          together. We shared a common philosophy, which is  
19          strong woman volunteering and giving back to the  
20          community and Christina brought me in and  
21          introduced me to her friend Morgan, and then we  
22          came and met with the rest of the Board, the  
23          President, who is here, Carol Antise, and through  
24          these meetings, we decided the concept of Project  
25          Playground where they donate and build, the women

1 build it themselves from the Junior League a  
2 playground for the community and what we decided  
3 was that we wanted to make this an extra special  
4 playground, in that it will be the first in the  
5 Town of Oyster Bay devoted to children with Special  
6 Needs.

7 So this is a playground that is fully  
8 accessible. It is a playground that has activities  
9 designed to stimulate certain senses for children  
10 that have sensory issues. It is just an amazing,  
11 amazing project. The women are going to be coming  
12 and building it themselves with us. We retrofitted  
13 into the existing playground at Haypath Park and it  
14 will be there. So that parents like some that are  
15 here today that have children who are of average  
16 ability, as well as those who have special needs  
17 will be able to watch their children play next to  
18 each other at the same time, which is just an  
19 amazing, amazing gift.

20 So I really can't thank the Junior  
21 League enough for doing this for us. I have a  
22 rendering here today.

23 I also want to thank your Director of  
24 Operations, Andrew Rothstein and John Tassone of  
25 the Parks Department who absolutely have championed

1 this program the entire way and we are very  
2 excited.

3 Do we have the date on here when it is  
4 going to begin?

5 THE WITNESS: June 11th will be the  
6 build date and we're just so excited and today, I'd  
7 like to invite the Junior League up and first let  
8 me unveil this amazing picture of what it will look  
9 like.

10 (Holding up photograph.)

11 (Applause.)

12 SUPERVISOR VENDITTO: Would someone  
13 from the Junior League like to take the podium and  
14 maybe give us a little more background about the  
15 work you do generally and this project in  
16 particular?

17 THE WITNESS: Absolutely.

18 Well, let me say my thank yous and then  
19 I will explain a little bit more about the project  
20 playground. We are so very excited to be partners  
21 with the Town of Oyster Bay. Creating partners is  
22 something that the League has really been trying to  
23 do for us and I feel like we can do bigger and  
24 better things by creating partnerships and this  
25 endeavor has been a great step toward that deal.

1                   So we want to thank the Town of Oyster  
2 Bay for all your support and understanding as we  
3 work our way through this first time of sharing the  
4 playground build with another entity.

5                   As an organization, training our  
6 members to be better volunteers is as important as  
7 the volunteering itself. We are learning from this  
8 experience and are growing, which is exactly the  
9 desired outcome.

10                   Most importantly, thank you for  
11 allowing us to be a part of what promises to be an  
12 amazing playground addition for some very special  
13 children. Each of our playgrounds are built unique  
14 and this one will add another playground to our  
15 abilities and we can't wait to see the outcome.

16                   We have done four playground builds and  
17 they have all been kind of different. One was in  
18 Amityville and that's the last one two years ago  
19 and there was literally a field of grass. The kids  
20 didn't have a bench. They didn't have anything.  
21 Nothing.

22                   So our last playground build was a  
23 \$42,000 playground built to accommodate 600 kids in  
24 the school and the community, and we have done all  
25 different kinds of playground builds. We did

1 Head Start. So this one is very special and fun  
2 and unique. So we're looking very much forward to  
3 it.

4 SUPERVISOR VENDITTO: Well, you're  
5 welcome for allowing us -- thank you for allowing  
6 us, but I think you got it backwards. We really  
7 thank you.

8 I was commenting at the top of the  
9 presentation, I mean, you're just so for real.  
10 When you set out to do a project, you put your mind  
11 to it and you get it done, and they're all very  
12 substantial projects too and very much needed  
13 projects.

14 Just what else can I say except, just  
15 keep up the good work and you're welcome here in  
16 the Town of Oyster Bay. I will always accept. So  
17 I thank you all very, very much and let's get a  
18 nice photo.

19 (Applause.)

20 (Whereupon, a photograph was taken.)

21 SUPERVISOR VENDITTO: Great job. All  
22 right.

23 We'll just take a minute to let  
24 everyone leave the room to do so and then we'll go  
25 into our work session.

1 All right. At this time, I'll take a  
2 motion from Councilman Muscarella.

3 COUNCILMAN MUSCARELLA: Supervisor, I  
4 am in the motion to adjourn the meeting to go into  
5 a work session. We will continue the meeting later  
6 following the work session.

7 COUNCILMAN MACAGNONE: Seconded.

8 SUPERVISOR VENDITTO: Seconded by  
9 Councilman Macagnone.

10 All in favor?

11 ALL: "Aye."

12 SUPERVISOR VENDITTO: Opposed.

13 (No response.)

14 SUPERVISOR VENDITTO: So moved.

15 We stand adjourned at the conclusion of  
16 the upcoming following work session.

17 (Time noted: 10:42 a.m.)

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TOWN OF OYSTER BAY  
TOWN BOARD  
WORK SESSION  
MAY 24, 2016  
10:42 a.m.

JOHN VENDITTO  
SUPERVISOR

JAMES ALTADONNA JR.  
TOWN CLERK

P R E S E N T:

SUPERVISOR JOHN VENDITTO  
COUNCILMAN JOSEPH D. MUSCARELLA  
COUNCILMAN ANTHONY D. MACAGNONE  
COUNCILMAN CHRIS COSCHIGNANO  
COUNCILMAN JOSEPH G. PINTO  
COUNCILWOMAN REBECCA M. ALESIA  
COUNCILWOMAN MICHELE M. JOHNSON

A L S O P R E S E N T:

JAMES ALTADONNA JR. TOWN CLERK  
JAMES J. STEFANICH, RECEIVER OF TAXES  
LEONARD GENOVA, TOWN ATTORNEY  
THOMAS SABELLICO, SPECIAL COUNSEL/  
DEPUTY TOWN ATTORNEY  
DONNA B. SWANSON, DEPUTY TOWN ATTORNEY  
DIANE SMITH, OFFICE OF THE TOWN CLERK  
LINDA M. HERMAN, OFFICE OF THE TOWN CLERK  
PATRICE CAPUTO, LEGISLATIVE AFFAIRS,  
OFFICE OF THE TOWN ATTORNEY  
JUNE MASCIA, DEPUTY COMMISSIONER,  
DEPARTMENT OF GENERAL SERVICES  
FRANK M. SCALERA, CHIEF DEPUTY TOWN ATTORNEY

(Appearances continued on following page.)

I certify this is a true  
and accurate transcript.



LAUREN TORRES  
Official Reporter/Notary

ORIGINAL TRANSCRIPT

ALSO PRESENT:

MATTHEW M. ROZEA, ASSISTANT TOWN ATTORNEY,  
OFFICE OF THE TOWN ATTORNEY  
LOUIS IMBROTO, ASSISTANT TOWN ATTORNEY,  
OFFICE OF THE TOWN ATTORNEY  
MARTA KANE, DIRECTOR OF COMMUNITY RELATIONS,  
PUBLIC INFORMATION OFFICE  
BRIAN DEVINE, RESEARCH ASSISTANT,  
PUBLIC INFORMATION OFFICE  
STEVEN MARX, EXECUTIVE ASSISTANT,  
OFFICE OF THE EXECUTIVE  
ANDREW S. ROTHSTEIN, DIRECTOR OF OPERATIONS,  
OFFICE OF THE EXECUTIVE  
JOSEPHINE V. MACCHIA, ASSISTANT,  
OFFICE OF THE EXECUTIVE  
RALPH J. RAYMOND, DEPUTY TOWN CLERK  
RAYMOND T. SPAGNUOLO, DEPUTY TOWN CLERK  
CAROL A. FIORENZA, SECRETARY TO THE TOWN CLERK  
FRANK GATTO, ASSISTANT TO THE COMMISSIONER,  
DEPARTMENT OF GENERAL SERVICES  
VICKI SPINELLI, DEPUTY COMMISSIONER,  
DEPARTMENT OF HUMAN RESOURCES  
RICHARD LAMARCA, DIRECTOR, DEPARTMENT OF  
HUMAN RESOURCES  
TIMOTHY ZIKE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
BARRY BREE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PUBLIC SAFETY  
FRANK A. NOCERINO, COMMISSIONER,  
DEPARTMENT OF PARKS  
FRANK V. SAMMARTANO, DEPUTY COMMISSIONER,  
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS  
JAMES McCaffrey, DEPUTY COMMISSIONER,  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
ROBERT McEVOY, COMPTROLLER  
ROBERT DARIENZO, DIRECTOR OF FINANCE

1 SUPERVISOR VENDITTO: And I believe  
2 we'll begin by calling on Counsel, John Sinnreich.

3 Am I correct? Jonathan, are you going  
4 to start?

5 MR. SINNREICH: Whatever you say,  
6 Supervisor.

7 SUPERVISOR VENDITTO: Do I need to  
8 identify the topics of the Work Session or somebody  
9 will -- all right.

10 There will be two topics under  
11 discussion at the work session in which we are now  
12 engaged.

13 The first topic will be the concession  
14 at Tappen Beach and an agreement with respect  
15 thereto and the second topic will be a proposal  
16 regarding the Woodlands and Tobay Beach.

17 So, Jonathan, go ahead.

18 MR. SINNREICH: Thank you very much  
19 Supervisor and Members of the Board.

20 You all know me. I've had the honor of  
21 being outside counsel to the Town of Oyster Bay I  
22 think now for ten years. So I very much always  
23 appreciate the opportunity.

24 I'm going to address you this morning  
25 about the process that we have gone through on an

1 emergency basis to replace the concessionaire at  
2 the Tappen Beach food facility. I previously  
3 distributed to all of you a packet that has all of  
4 the essential documentation in it.

5 That packet, by the way, everything  
6 that is in there, I made a judgment was a foitable  
7 public document, so that has been made publicly  
8 available as well.

9 SUPERVISOR VENDITTO: John, before you  
10 continue, I neglected one thing that is important.

11 The purpose of a Work Session is  
12 informative in nature. We're all hearing much of  
13 this -- well, I'm not quite sure exactly what we're  
14 going to hear, but we're hearing much of this for  
15 the first time as a Town Board.

16 We're doing it on public record so that  
17 all residents are present and anyone watching the  
18 live streaming will also see the same information  
19 that we get. It is a work session to present  
20 information to the Town Board and so that the  
21 public can hear it as well under the setup that we  
22 have.

23 If anyone does have a question on a  
24 point of information because I know some of this --  
25 Board members will probably have quite a number of

1 questions, but if anyone doesn't understand  
2 something, if you will just raise your hand, I will  
3 recognize you and whatever point of information you  
4 need qualified or adjusted or whatever the case may  
5 be, we'll certainly allow for that.

6 Now, let's get to work.

7 MR. SINNREICH: So in the Fall of 2015,  
8 I was charged by the Town Attorney to prepare for  
9 the possibilities had not occurred that the Town  
10 might have to, on an emergency basis, replace one  
11 more of the concessionaires of the various Town  
12 concessions that you're all familiar with, and I  
13 went about doing that by, first of all, putting  
14 together a list of potential concessionaires who  
15 might be qualified and interested in taking over  
16 the Tappen Beach concession because I knew that if,  
17 in fact, the Town decided to terminate the existing  
18 concessionaire, we would have to move very quickly  
19 and there would not be time at that point for an  
20 extended full RT process.

21 So from the beginning, it was  
22 envisioned that this first year would be an  
23 abbreviated emergency process, which I could tell  
24 you councils completed lawfully under the General  
25 Municipal Law.

1                   So I put together a list. This was, by  
2                   the way, on my own. This was without input from  
3                   anyone from the Town. This is based upon my own  
4                   knowledge and research as to who the most likely,  
5                   you know, possibilities were to take over such a  
6                   concession and we were ready to go.

7                   Technically speaking, the process as a  
8                   legal matter really began in September of last year  
9                   when the Town, to its outside counsel, the firm of  
10                  Quinn, Emmanuel issued a Notice of Default to the  
11                  existing concessionaire, HDS Tappen Beach, Inc.,  
12                  which is a freestanding corporation, which was  
13                  owned, to the best of my knowledge, by Mr. Singh  
14                  and his wife.

15                  The grounds for that Notice of Default  
16                  notices that this was not yet a termination. It's  
17                  effectively a warning that you are in default and  
18                  there were 60 days from the contract, which occurs  
19                  such default for grounds stated for that default  
20                  was the illegal conduct that we're all familiar  
21                  with, and I don't have to go into that, has been  
22                  charged against Mr. Sheip relating to some of these  
23                  concession issues.

24                  The Notice of Default also, however,  
25                  preserved the Town's right to default for any other

1 reasons that are proper grounds for default under  
2 the agreement. So that happened in September of  
3 2015. In May, on May 12th of this year, we then  
4 proceeded to issue the Notice of actual  
5 termination. That went out under my letterhead as  
6 outside counsel to the Town and we actually  
7 exercised our right under the contract to terminate  
8 the concession on the grounds stated in the  
9 September 2015 Notice of Default.

10 That letter, which is in your packet,  
11 also provided the concessionaire the right to have  
12 a new process hearing because as a matter of  
13 Federal Constitutional Law, any contractor that has  
14 a contract with a municipality that is terminated,  
15 has the right to be heard with respect to that  
16 termination.

17 So, we provided notice of that right  
18 and a date for the existing concessionaire to come  
19 in and be heard and on Monday, the 16th of May, I  
20 was informed that the concessionaire, the existing  
21 concessionaire, was not going to exercise his right  
22 to a process hearing and would not oppose the  
23 termination.

24 So, to the best of my knowledge, based  
25 on the advice I received from the prior

1 concessionaire and his counsel, the termination is  
2 final and will not be opposed.

3 Simultaneously, on Friday the 13th of  
4 May, I issued on behalf of the Department of Parks,  
5 a emergency RFP. You have it in your packets. So  
6 show proposals for a new vendor to come in assume  
7 the concession.

8 It's only for one season. In other  
9 words, what we are seeking right now is a  
10 concessionaire that will come in just for this  
11 season beginning Memorial Day and ending until on  
12 or about October 16th, the end of the boating  
13 season, in order to get someone in quickly and to  
14 give the Town the time to go ahead presumably with  
15 a long-term RFP process that will be advertised  
16 more broadly.

17 So we went ahead and this was issued  
18 initially to the six specific sort of prequalified  
19 recipients who are listed in your materials, but  
20 just for the record, they were Carlyle Catering,  
21 Dover Gourmet, Lessings, Inc., Lovin' Oven Catering  
22 in Suffolk. They operate Lands End and  
23 Flowerfields. Sometimes you know who they are by  
24 the names. Sometimes they have a trade name and  
25 you may not recognize their facilities, but they're



1 all operators of catering facilities, Lovin' Oven  
2 and Scotto Brothers, so those RFP's went out. You  
3 have one in your packet on Friday the 13th of this  
4 year.

5 Once that happened and the fact of this  
6 RFP was publicized in the media, the Town received  
7 inquiries from three additional entities that  
8 wanted to be included in the process and we agreed  
9 to include them in the process, so I sent out three  
10 additional copies of the RFP. So a total of nine  
11 went out and nobody who asked to be included was  
12 excluded. Everybody who asked to be included was  
13 included in the process.

14 As per the RFP, if you turn to sort of  
15 the very back of it, you'll see an included  
16 timeline for the information of respective  
17 proposers, a nonmandatory proposers conference was  
18 scheduled for Tuesday, May 17th and, in fact, that  
19 conference took place at the Department of Parks.  
20 I was present. There were three, I think of the  
21 potential proposers who elected to appear and ask  
22 them questions. They were permitted to ask some  
23 follow-up questions in writing, which were  
24 responded to.

25 The reason I made it nonmandatory is I

1 didn't want to preclude anyone in the short term in  
2 which we were moving from putting in a proposal  
3 just because they couldn't get to this proposal in  
4 such short notice. So we did have a proposers  
5 contract.

6 I believe we asked and answered every  
7 question anyone had about the process and proposed  
8 RFP.

9 The next day, which was last Wednesday,  
10 we had a nonmandatory site visit and walk-thru for  
11 any of the potential proposers who wanted to  
12 actually see the facility. There were quite a  
13 number of proposers who showed up for that and we  
14 were able to look at what's there, the existing  
15 restaurant, its equipment and facilities, location,  
16 and et cetera.

17 SUPERVISOR VENDITTO: Counselor, how  
18 many were there for the walk-thru?

19 MR. SINNREICH: Supervisor, I don't  
20 know. I wasn't there myself. I think it was six  
21 or seven --

22 SUPERVISOR VENDITTO: Of the nine?

23 MR. SINNREICH: Of the nine, yes.

24 SUPERVISOR VENDITTO: Just out of  
25 curiosity, if you could answer this, those who

1 contacted you who are not on the selected list, did  
2 they indicate to you how they got word about it?  
3 I'm just curious. Was it through the trade?

4 MR. SINNREICH: I think, first of all,  
5 I think Newsday did a story about it and I think  
6 word of mouth, both.

7 You know, Supervisor, really as far as  
8 I was concerned, it didn't matter. If a legitimate  
9 sounding entity wanted to participate, my  
10 instructions from the Town were to include  
11 everyone.

12 SUPERVISOR VENDITTO: How many of those  
13 were extra-curricular ones? How many were there,  
14 three or four?

15 MR. SINNREICH: There were three and  
16 they are in the packet. You can see a list that  
17 separates out the original six that I preselected  
18 and then the additional three who chose to  
19 participate and that's clearly reflected, the  
20 emergency recipients of the RFP. That has a list of  
21 everybody and that separates out the original six  
22 and the three additional participants.

23 So we had the walk-thru proposals, who  
24 were required to be submitted to my office, as  
25 outside counsel, by 4 o'clock on Thursday,

1 May 19th, and we received four proposals. Those  
2 are also in your packet. I'll talk about those in  
3 a second, but we received proposals from Carlyle  
4 Catering, Gennaro J. Sbarro and J and B Restaurant  
5 Partners and Lovin' Oven Catering of Suffolk  
6 County.

7 COUNCILMAN MACAGNONE: Excuse me,  
8 Jonathan, can you give us the amount of their  
9 proposals, please?

10 MR. SINNREICH: You mean the dollar  
11 amounts?

12 COUNCILMAN MACAGNONE: Yes.

13 MR. SINNREICH: They're in your  
14 packet --

15 COUNCILMAN MACAGNONE: I don't see one  
16 from Sbarro. I see one --

17 MR. SINNREICH: If you give me a  
18 second, Counsel --

19 SUPERVISOR VENDITTO: While you're  
20 doing that Jonathan, Councilman Muscarella  
21 indicated to me that he saw a hand go up. Let's  
22 take a little break here and we'll work this way.

23 Lynne, what do you have?

24 MS. KNICKMAN: Can you please tell me  
25 the other three caterers that were mentioned that

1 applied for the spot --

2 SUPERVISOR VENDITTO: I think she is  
3 saying, who are the three beyond what you selected?

4 MR. SINNREICH: Yes, the three  
5 additional recipients were Gennaro J. Sbarro/  
6 Rothman Group, J and B Restaurant Partners and  
7 John Bayes, who actually was an independent.

8 MS. KNICKMAN: Now, is the Sbarro Group  
9 part of the Rothman Group, which is part of Scotto?

10 MR. SINNREICH: I don't know, but my  
11 understanding is that Mr. Sbarro is connected to  
12 Rothmans. I don't believe Mr. Sbarro is connected  
13 any longer to Scotto, but I really wouldn't know.  
14 It's not my place to know. The proposal that was  
15 submitted by Mr. Sbarro individually.

16 SUPERVISOR VENDITTO: Robert, do you  
17 have a question?

18 MR. RIPP: Yes, sir.

19 I just wanted to know, you mentioned  
20 that you had more or less picked six possible  
21 entities to do this and three other companies heard  
22 through the best of your knowledge, I think you  
23 said Newsday or word of mouth.

24 I'd like to know, were these entities  
25 advertised or were they for everybody?

1 MR. SINNREICH: No, they were not  
2 advertised based upon my judgment and my  
3 understanding of the law, that in an emergency  
4 situation like this, there was not time to  
5 advertise. I am satisfied even with the six that I  
6 originally selected and they're all major names in  
7 the business. Especially, there was more than  
8 enough competition and opportunity to satisfy both  
9 the governmental interest of the Town in having  
10 competition in the process and the legal  
11 requirement.

12 SUPERVISOR VENDITTO: All right. Hold  
13 on, Rob. I'm sorry. Save your second question.

14 Let someone else go on the first  
15 question.

16 UNIDENTIFIED SPEAKER: That was just  
17 the names of the other three.

18 SUPERVISOR VENDITTO: Okay.  
19 What is your second question.

20 MR. RIPP: I just wanted to know --

21 MR. SINNREICH: Can I just get a  
22 chance, Supervisor?

23 SUPERVISOR VENDITTO: Go ahead.

24 MR. SINNREICH: Obviously, as I said,  
25 this was an emergency one year RFP. The permanent

1 long-term RFP will be advertised in January. So  
2 this is temporary to get someone in on an emergency  
3 basis.

4 MR. RIPP: What I wanted to ask you  
5 was, with the forewarning that the Town has had on  
6 these actions, how does this escalate into an  
7 Emergency Session?

8 SUPERVISOR VENDITTO: We really  
9 would --

10 MR. RIPP: A little bit more times --

11 SUPERVISOR VENDITTO: Hold on, Rob.  
12 Robert, hold on.

13 MR. RIPP: I'm sorry.

14 SUPERVISOR VENDITTO: There will be a  
15 public comment hearing at the close of the day.

16 Any questions you have of that nature,  
17 we'll stay here as long as it takes --

18 MR. RIPP: Thank you --

19 SUPERVISOR VENDITTO: Let's limit it to  
20 points of information about the presentation.

21 Larry, is it a point of information?

22 MR. SKLAR: Yes, absolutely.

23 Excuse me, Counsel, you didn't have a  
24 chance to advertise, but there was a big  
25 announcement in the newspapers that you were going

1 to be taking bids for this project. It was in  
2 Newsday.

3 SUPERVISOR VENDITTO: He said that.  
4 That is a public comment.

5 THE WITNESS: That's a point of  
6 information.

7 SUPERVISOR VENDITTO: He commented.  
8 Jonathan, go ahead.

9 MR. SINNREICH: So to answer the  
10 Councilman's question, the Sbarro financial  
11 proposal, which you have, Councilman, it's on, I  
12 think, the fourth page was \$13,000.

13 COUNCILMAN MACAGNONE: For how many  
14 months?

15 MR. SINNREICH: Well, it would be for  
16 the term, so you would have to October 16th.

17 COUNCILMAN MACAGNONE: So, roughly,  
18 approximately five months.

19 COUNCILWOMAN JOHNSON: Will the Town  
20 get any of the percentage of the gross sales for --

21 MR. SINNREICH: Not under that  
22 proposal. There is a proposal under which the Town  
23 does get paid on a percentage as opposed to a  
24 fixed. It was up to the individual proposer. So  
25 that's typically how it is done to propose a



1 financial arrangement of who the three of them  
2 proposed fixed amounts. One of them proposed a  
3 percentage.

4 COUNCILWOMAN JOHNSON: How does that  
5 compare to the previous arrangement that we have  
6 with the previous one? Did they have a percentage?

7 MR. SINNREICH: No, they had a fixed  
8 and I believe that all of these were superior to  
9 the existing number.

10 COUNCILWOMAN JOHNSON: Are they paying  
11 utilities?

12 MR. SINNREICH: They pay their  
13 utilities. It gets complicated and if you look at  
14 the RFP, that lays that all out.

15 COUNCILWOMAN JOHNSON: What about  
16 insurance?

17 MR. SINNREICH: They are inclined of  
18 course to have insurance.

19 COUNCILWOMAN JOHNSON: But the Town has  
20 additional insurance?

21 MR. SINNREICH: Correct.

22 All of the usual protections of the  
23 Town that you would have in a full-blown typically  
24 twenty years and it would have to be by law twenty  
25 years, typically are in this -- I mean, not yet.

1           Let me make this clear and I'm jumping  
2 ahead, but then I'll come back.

3           What I understand is going to be before  
4 this Board at the Board meeting is a recommendation  
5 by the Selection Committee and the Commissioner of  
6 Parks to select a particular one of these four and,  
7 you know, if the Town Board does that, then the  
8 Town Attorney will negotiate this contract. We  
9 don't yet have a contract because we haven't  
10 selected the vendor.

11           So those details will be worked out in  
12 the contract. However, in general, they're  
13 specified in the RFP that you have before you and I  
14 can tell you since I drafted it, that all of the  
15 usual protections required by the Town are in there  
16 and will be in the final contract.

17           COUNCILMAN COSCHIGNANO: Jonathan, I'm  
18 sorry, could you just indicate -- if you did  
19 already, I apologize, but if you haven't the  
20 anticipated starting date that we'll be up to speed  
21 whoever is selected would need to --

22           MR. SINNREICH: Our preferred starting  
23 date is Friday. I believe it's Friday or Saturday.

24           This weekend, Council, and that was a  
25 big factor in making the recommendation, I believe.

1 COUNCILMAN COSCHIGNANO: The reason I  
2 asked is that over the weekend I had stopped down  
3 at the location just to see the current condition  
4 and is it feasible that this could actually take  
5 place by Friday?

6 MR. SINNREICH: The recommended  
7 proposer, there is no reason -- I'll get there any  
8 way, but I believe the recommended proposer is the  
9 Carlyle Group. They have assured us that they have  
10 resources, financial and staffing and experience to  
11 get in there and open up with a temporary liquor  
12 license and everything else required to start  
13 operations this weekend. That is their assurance  
14 to us.

15 SUPERVISOR VENDITTO: Jonathan, just to  
16 help with that, Commissioner Nocerino is here. I  
17 know he has been monitoring the situation very  
18 carefully.

19 Frank, can you add anything to this?

20 MR. NOCERINO: Yes, Supervisor.

21 The facility was checked out with the  
22 proposed people came down. The Board will come  
23 down as normal for the wintertime to check the  
24 building. Everything is in place.

25 Cleaning is really the only thing they

1 have to do to get their license. When the  
2 committee had met, there was a lot of things as  
3 counsel said that was the timing of getting it open  
4 and why we selected this one person was because he  
5 demonstrated in his proposal that he will have all  
6 the licenses that's necessary and the time to open  
7 up will be the Memorial Day weekend.

8 SUPERVISOR VENDITTO: Which I assume  
9 was one of the factors.

10 MR. SINNREICH: In fact, one of the  
11 things in that proposal, again, you have all of  
12 this. When you have time to look at it. I know  
13 you can right now, but that proposer even has  
14 efficient offsite kitchen abilities, so that they  
15 if they had to, we don't think they're going to  
16 have to, they could actually prepare food offsite  
17 and bring it to the site.

18 So they really convinced us and most  
19 importantly the selection committee, which I'll get  
20 to in a second, but they told us they will be up  
21 and running this weekend --

22 COUNCILMAN COSCHIGNANO: If I could  
23 just back up a little bit because I didn't expect  
24 to ask the question that got us to the end already.

25 So my point is, I'd like to know and

1 I'm sure the Board would like to know, the other  
2 people on the list, the other eight I would  
3 imagine, can you give an indication of their  
4 readiness to open on Friday?

5 I know you kind of cut to the chase. I  
6 appreciate it, but I don't want the process to be  
7 lost. I'd like to know about all the other vendors  
8 as well.

9 MR. SINNREICH: Councilman, we got --

10 COUNCILWOMAN JOHNSON: I don't believe  
11 that was actually answered --

12 COUNCILMAN COSCHIGNANO: Well, whoever  
13 submitted it --

14 MR. SINNREICH: There were four  
15 proposals and I'll get to the scoring in a minute,  
16 but I believe it was, you know, they all -- some of  
17 them indicated concerns about such things as  
18 getting Health Department approval.

19 The two items that you obviously need  
20 to legally open, you need a liquor license if  
21 you're going to serve liquor and, obviously, they  
22 all want to serve liquor. I believe the Town wants  
23 them to be able to do that at the bar, and then you  
24 need Health Department's approval.

25 There was some concern about that. I

1 think the only one, to my knowledge, Lovin' Oven,  
2 which I say you wouldn't know by name, but that  
3 operates Flowerfields and Lands End, which I think  
4 is in Sayville and some other locations.

5 The only one that indicated from my  
6 recollection absolutely positively that they had  
7 the ability even without because they could get a  
8 temporary offsite liquor license, they could if  
9 necessary prepare food offsite and bring it, so the  
10 one that gave the most certain concrete assurances  
11 that they could be fully operational by this  
12 weekend, was, in fact, Carlyle Group. I think that  
13 was a major factor; not the only factor, of course.

14 COUNCILMAN COSCHIGNANO: Is there a  
15 timeframe that the other vendors could be fully  
16 operational?

17 Like, is it an additional week, is it  
18 an additional ten days, additional two weeks? Do  
19 we have any idea if we give somebody a little more  
20 time, which I know could be detrimental because of  
21 the holiday weekend, but I'd just like to get a  
22 feel for --

23 MR. SINNREICH: I don't concretely know  
24 the answer. I'm sure the answer is that there is  
25 some period of time in which everybody could be

1 comparable, and as I say, this ability to jump in  
2 quickly wasn't the only thing that led to the  
3 unanimous selection of Carlyle. It was just one,  
4 but I'm sure the answer, Councilman, is if given  
5 enough time, everyone could operate.

6 We thought it was extremely important,  
7 too, if we could get someone who would commit, we  
8 were able to do that.

9 SUPERVISOR VENDITTO: Well, you intend  
10 to think that the right choice is someone who does  
11 have the ability to do that, obviously they're  
12 going to have greater reason. You made the right  
13 recommendation.

14 Bob, a point of information?

15 MR. FREIER: Yes, just a question,  
16 really.

17 Is the owner of the Carlyle --

18 SUPERVISOR VENDITTO: Hold on, guys.

19 Is this a point of information?

20 MR. FREIER: Yes.

21 Is the Carlyle, I guess, isn't the  
22 Carlyle Group owned by Councilwoman of the Town --

23 COUNCILWOMAN JOHNSON: No.

24 MR. SINNREICH: No --

25 SUPERVISOR VENDITTO: Lynne, do you

1 have a question or a point of information?

2 MS. KNICKMAN: Yes, I just want to  
3 know if it's the same group that was running in  
4 Bethpage.

5 SUPERVISOR VENDITTO: Yes.

6 MR. SINNREICH: I just want to make  
7 something clear both to the Board and to the people  
8 in attendance.

9 As I said, you have the complete  
10 packets that we were provided by the four  
11 proposers, except that I have deleted the financial  
12 information, not the financial proposal to the  
13 Town, of course, but the interim, the balance  
14 sheets and other bank information because that's a  
15 confidential trade secret information that are not  
16 to be made public.

17 So that's the only thing that is  
18 deleted and you'll see the copies of the four  
19 responses that I gave you that there is a sheet  
20 that says that confidential financial information  
21 was deleted.

22 So we got the proposals Thursday  
23 afternoon at 4 o'clock and on Friday at 11 o'clock,  
24 there was -- by the way, well, I'm sorry, Friday at  
25 11 o'clock the selection committee that was



1 selected by the Town Attorney and the Supervisor to  
2 evaluate the proposals convened at the Department  
3 of Parks, and that selection committee consisted of  
4 Commissioner Nocerino, Deputy Commissioner Len  
5 Symons, Matthew Rozea from the Town Attorney's  
6 office and June Maschia, Deputy Commissioner of  
7 General Services. I was also present just for the  
8 purpose of lending legal advice, if necessary. I  
9 was not an evaluator. So I was not a voting  
10 appearance at that meeting.

11 We utilized a rating sheet, which is in  
12 your packet. I think it's the last document in  
13 your packet, and for those in the audience or the  
14 press who are interested, you have the form of the  
15 rating sheets, but not the ratings because the  
16 ratings themselves are not foailable. They are  
17 intra-agency recommendations and there is clear  
18 case law on that the actual ratings assigned by the  
19 members of the committee --

20 COUNCILMAN MACAGNONE: Excuse me. I  
21 understand the public not being able to see it, but  
22 shouldn't the Town Board be able to see it?

23 MR. SINNREICH: The Town Board I'm sure  
24 can see it and --

25 COUNCILMAN MACAGNONE: I'd like to see

1 it before I make my decision if you don't mind.

2 MR. SINNREICH: Commissioner, do you  
3 have that?

4 THE WITNESS: Yes.

5 MR. SINNREICH: That's a very good  
6 point. I'm working on the public packet. You're  
7 absolutely right. So there was a meeting of the  
8 selection committee. The way that transpired is  
9 that first, all of the proposals were reviewed.  
10 There was a discussion of all of the proposals  
11 before the rating because obviously the ratings are  
12 to some extent relative.

13 You're rating one against the other and  
14 then there was ratings of the four proposals by the  
15 selection committee and I am informed that that was  
16 an unanimous selection of Carlyle Group for the  
17 reasons that we have already covered, and I believe  
18 that you have before you the commissioners memo  
19 containing that record.

20 So that pretty much does it,  
21 Supervisor. That's how the process occurred. What  
22 I anticipate is that if the Board selects any of  
23 the four -- of course, you can select anybody you  
24 want -- if you select any of the four that happens  
25 to be the Carlyle Group is recommended by the

1 committee, once the Board has reached a resolution  
2 accepting that proposal, then we will formalize a  
3 contract.

4 The Town Attorney's office and probably  
5 myself will formalize a contract and, hopefully,  
6 they will be up and running this weekend as  
7 proposed.

8 COUNCILWOMAN JOHNSON: I have another  
9 question.

10 Why would the term of the contract be  
11 one year only for this beach season, and then, in  
12 turn, we have another RFP put out for the next  
13 season? Why wouldn't we just do it for the entire  
14 year and not for May through October?

15 MR. SINNREICH: That's a good question  
16 and there are two reasons.

17 Number One, there was a time to  
18 advertise broadly and we do believe that for a long  
19 term, let's say typically a twenty-year proposal,  
20 we shouldn't limit it just to a pre-designated  
21 list; we should open it up.

22 So the idea was, let's get someone in  
23 for this season and then we would have time to  
24 render a decision; and secondly, from a  
25 governmental standpoint, and I discussed this with

1 the Town Attorney, you know, we want the Town to  
2 have time to think about the terms of the RFP, not  
3 just a cookie cutter in using the last one, but to  
4 have time to think about governmental interests,  
5 changes you might want to make.

6 So we didn't have -- we wanted to  
7 afford you, the Board, time with ways to make  
8 yourself long term to go through that process with  
9 commissioner with you guys and really think about  
10 what you want.

11 So we felt if we get someone in for one  
12 season, that will give you time to do proper, and  
13 fully and advertise the RFP, and consider the  
14 governmental interests that you might want to look  
15 into that process.

16 COUNCILWOMAN JOHNSON: Thank you.

17 If it will give us time, even if this  
18 contract ends in October, why do we need it for the  
19 entire year?

20 MR. SINNREICH: The contract is only  
21 until October.

22 COUNCILWOMAN JOHNSON: It is? That's  
23 what I'm asking.

24 MR. SINNREICH: This contract that is  
25 in the RFP is just from Memorial Day until

1 October 16th, which is the Sunday --

2 COUNCILWOMAN JOHNSON: I misunderstood.

3 I was thinking through May. I

4 apologize --

5 COUNCILMAN PINTO: I want to go back

6 Jonathan a little bit if I can.

7 MR. SINNREICH: Sure.

8 COUNCILMAN PINTO: We issued the

9 default notice on September 15th or 17th?

10 MR. SINNREICH: We issued the Notice

11 Friday, the --

12 COUNCILMAN PINTO: The Default Notice?

13 MR. SINNREICH: The Default Notice in

14 September, yes.

15 COUNCILMAN PINTO: How much was in

16 arrears at the time?

17 MR. SINNREICH: The arrears, I don't

18 know, but the arrears have fluctuated over time. I

19 can tell you that the arrears as of now are

20 \$58,000. You know, it has not been at a constant

21 number. That's why -- I didn't generate those

22 particular numbers, but we felt and I certainly

23 concurred in this judgment that we had more than

24 adequate grounds to terminate based on the illegal

25 conduct that took place and the arrears have

1 fluctuated over time. There was a time I believe  
2 where there was no arrears, so there was not a  
3 constant number.

4 COUNCILMAN PINTO: And the termination  
5 came on May 12th. Now, maybe over the course of  
6 the months, you've been asking about determining  
7 whether why did it take so long from its initial  
8 default to termination?

9 MR. SINNREICH: I will give you what I  
10 understand to be the answer and there are people  
11 who will know this information better than I do,  
12 but I am aware of the fact that and I think this  
13 will be covered later with respect to other issues  
14 that the Town has been engaged in a negotiation  
15 process to see if there was some way to have a  
16 negotiated resolution sort of issues that might be  
17 in the Town's interest.

18 The Town came to the conclusion that  
19 with respect to Tappen, that was not possible. So  
20 once the Town concluded that there was not the  
21 possibility that negotiated solution to Tappen, it  
22 was time and we were getting very close to Memorial  
23 Day, we; that is to say, the Town made the decision  
24 that we could no longer wait and we went ahead --

25 COUNCILMAN PINTO: The reason why I am

1 asking that, I was under the impression that we  
2 suggested the termination; is that not true?

3 MR. SINNREICH: I don't think that is  
4 true. The decision to terminate was the Town's  
5 decision. I certainly advised and I guess I'm  
6 disclosing legal advice, Supervisor, I think it's  
7 appropriate under the circumstances, if I may. I  
8 certainly advised the Town that I believed the Town  
9 had legitimate grounds to terminate. I'm quite  
10 certain of that.

11 So, but I did not make the decision  
12 whether to terminate. That's a decision for the  
13 Town. Frankly, that's a real legal decision for  
14 the Town Attorney because the Town Attorney is the  
15 chief legal office of the Town and once the  
16 contract is lawfully ensued by you guys, it's up to  
17 the Town Attorney to enforce the Town's rights.

18 So be that as it may, I was informed  
19 that decision had been made. I was asked whether I  
20 thought it was a lawful decision. I said, yes, it  
21 is a lawful decision, in fact, and we went ahead  
22 with the decision.

23 COUNCILMAN PINTO: And I agree with the  
24 decision, just so you know that, and I'm happy  
25 about it.

1 I'm just curious, who are Howard  
2 Greenberg and Joseph Conway?

3 MR. SINNREICH: They are attorneys for  
4 the prior concessionaire.

5 COUNCILMAN PINTO: Maybe you can bring  
6 up why it took so long to terminate because now  
7 we're basically, you know, Memorial Day is this  
8 weekend, we could have had more time to look at  
9 everything.

10 MR. SINNREICH: I think the Town wanted  
11 to take every opportunity to find and negotiate a  
12 solution and when it got to the point as I said,  
13 but when it seems with respect to capital, that  
14 that was not possible. It felt it had to move in  
15 time to try to get someone else.

16 I have to say, I think this process has  
17 been remarkably successful given the circumstances.  
18 We have four really good proposals. I was sitting  
19 there sweating the night before that we wouldn't  
20 get any. I don't think I am telling you any secret  
21 when I tell that you, of the portfolio of Town, you  
22 know, parts, that's not the most sought after. So  
23 we got four really good proposals and one from  
24 Carlyle, and I'm not a voting member, but I  
25 certainly would have voted the same way if I had a



1 vote. I think it was a very strong from the very  
2 well known and strong and completely independent  
3 entities. I personally was very pleased with the  
4 way this turned out.

5 COUNCILMAN COSCHIGNANO: But of the  
6 four, only two in your mind are viable for Memorial  
7 Day, is that, or am I reading that wrong? Is it  
8 only one that is viable for Memorial Day?

9 MR. SINNREICH: Councilman, if you're  
10 asking my personal opinion now, and remember I was  
11 not a voting member of the committee, I think only  
12 one based on the information provided that I have  
13 full confidence can do the job.

14 COUNCILMAN COSCHIGNANO: And I am  
15 asking your opinion. I value your opinion.

16 MR. SINNREICH: That's my opinion.

17 My opinion is Carlyle because there are  
18 several things about the Carlyle proposal and you  
19 will see it when you read it.

20 In addition to their size, their  
21 resources, et cetera, they clearly thought about  
22 this problem and it's reflected in their proposal.  
23 You will see in what I've given you in everything.

24 I mean, they clearly thought through  
25 the problems, had answers to concrete specific, not

1 only that generality, concrete answers, that I  
2 think you can rely on.

3 That was my judgment --

4 COUNCILMAN COSCHIGNANO: Not to  
5 interrupt you, I know. What I'm trying to get at  
6 just for comparison purposes is other vendors, you  
7 said given time they may have time to get up to  
8 speed, and the question is, can the Town maybe do  
9 anything else to have somebody cover Tappen, an  
10 existing vendor? Can we bridge the gap in any way  
11 to a timeframe that makes other vendors more  
12 viable, not one in particular, just more of a  
13 selection?

14 MR. SINNREICH: I was asked that  
15 question. I thought about that. I could not come  
16 up with a mechanism short of what we did to get  
17 someone in that way.

18 The answer, in my opinion, is no.

19 COUNCILMAN MUSCARELLA: Both the two  
20 top have the best revenue toward the Town, correct,  
21 looking at these proposals?

22 MR. SINNREICH: I didn't speak to who  
23 was the second and I don't know standing here. So  
24 I know who was first.

25 SUPERVISOR VENDITTO: Jonathan, hold on

1 a second.

2 We're going to need time to go through  
3 the packets, obviously, to have this all make  
4 sense. What I hear earlier was the sole  
5 determinative was not whether or not someone could  
6 be ready by Memorial Day. We will go through the  
7 package. If we have to talk to the members of the  
8 committee, we will confirm exactly what we are  
9 hearing.

10 I mean, if it turns out that the  
11 concession would have opened up a week or two later  
12 because someone was the best choice, but not ready  
13 to open by Memorial Day, I'm assuming that and we  
14 can find out -- I'm looking at the commissioner.

15 I'm assuming that they're going to say,  
16 hey, we were going to do what is best for the Town.  
17 If we miss one weekend or two weekends, that wasn't  
18 the end of the world. So I don't believe -- I'm  
19 looking at you, Frank, I don't believe the sole  
20 determinative was whether or not you could be ready  
21 on Memorial Day.

22 MR. NOCERINO: I'm speaking on behalf  
23 of the committee. We spent hours on this here  
24 looking at all the proposals, whether it is a week  
25 later, we still would have come out with the same

1 conclusion because it fit.

2 Carlyle fit exactly what we needed at  
3 Tappen Beach.

4 MR. SINNREICH: Could I just add one  
5 thing to that, Supervisor --

6 COUNCILMAN MACAGNONE: Commissioner,  
7 out of the four that we received, was Carlyle the  
8 highest revenue to the Town?

9 MR. SINNREICH: I would like to address  
10 that.

11 SUPERVISOR VENDITTO: Before you do  
12 that Jonathan, I just want to be clear. I'm going  
13 to assume there was no affiliation between any  
14 members of the committee and Carlyle? There was no  
15 business --

16 MR. SINNREICH: Of course not.

17 In fact, and I believe the Commissioner  
18 can speak to this, there was a conflict of interest  
19 form that everyone had to fill out that  
20 specifically excluded that.

21 As I said earlier, three of the  
22 proposers proposed fixed fees. Carlyle proposed an  
23 11 percent of gross revenue.

24 So in the case of the Carlyle, you  
25 really don't know specifically what the dollars are

1 going to be because it's going to depend on their  
2 gross revenues, but I will tell you and again, this  
3 is my personal opinion, and as you know, I've done  
4 this kind of work for a very long time.

5 I personally think that with a good  
6 concessionaire, you're better off with a percentage  
7 based because then, you know that if this is a  
8 success and a company like Carlyle I think could  
9 make it a success, you're going to do very well.

10 COUNCILWOMAN JOHNSON: I'm sorry, was  
11 that based also on a percentage or just a  
12 percentage?

13 MR. SINNREICH: No, just 11 percentage  
14 gross sales.

15 COUNCILWOMAN JOHNSON: What is the  
16 industry standard for gross?

17 MR. SINNREICH: It really varies. I've  
18 seen it as low as sixth and five.

19 COUNCILWOMAN JOHNSON: In this area for  
20 that type of facility.

21 MR. SINNREICH: Yes, this is a good  
22 number, and as I say, I personally would rather  
23 with a vendor who intends to really work at it, to  
24 get that, but that is the number, and you know --

25 COUNCILMAN MACAGNONE: Here's my

1 problem with that. It rains every Friday and  
2 Saturday night, and three out of four Saturday  
3 night during the Summer. That 11 percent means  
4 nothing to us. Unless you have --

5 MR. SINNREICH: I have an answer --  
6 I'll give you mine again -- you're asking for a lot  
7 of -- I'll be happy to share my experience in  
8 governmental concessions and other contracts --

9 COUNCILMAN MACAGNONE: Please. I have  
10 no expertise in this.

11 MR. SINNREICH: The last thing you want  
12 is a proposal that the concessionaire can't meet.  
13 I'm not going to name names, but one of the four  
14 frankly I was very skeptical that the number was a  
15 real number and I was very skeptical that the  
16 proposer really thought through.

17 The worst thing that can happen is they  
18 make a proposal and they can't actually live up to  
19 it. That's not something that I'm concerned about  
20 with Carlyle.

21 COUNCILWOMAN JOHNSON: In this packet  
22 that we have been provided with the numbers that  
23 they did last year at the Tappen Beach to compare  
24 to understand what that percentage might be.

25 MR. SINNREICH: No, I can tell you

1 that. It's not in the packet. Based on -- there  
2 was only one full season as I understand it that  
3 the concession was open and based on the tax  
4 returns that were provided to us, the gross sales  
5 were about \$900,000 the last season by the last  
6 vendor. So that's the only information -- and  
7 whether that's -- we have no way of knowing whether  
8 that's a valid and accurate number or not. It's  
9 what we were given on the tax returns. So that's  
10 the number we received.

11 MR. ALTADONNA: Hold on. Points of  
12 information. We'll get to everyone. Hold on.  
13 We'll let the Board go first.

14 COUNCILMAN MACAGNONE: I have one other  
15 question. I don't see anything here for these  
16 ratings and the committee. I don't see anything  
17 here for Gennaro --

18 MR. SINNREICH: They were rated.

19 COUNCILMAN MACAGNONE: I don't have any  
20 ratings on them.

21 MR. SABELLICO: It is stated as  
22 Rothmans Group.

23 COUNCILMAN MACAGNONE: Oh, Rothman  
24 Group. Okay.

25 COUNCILWOMAN ALESIA: Thank you, Tom.

1 COUNCILMAN MACAGNONE: So basically  
2 based on the 900,000 and 11 percent is around  
3 100,000.

4 COUNCILMAN COSCHIGNANO: I just want to  
5 say that I think you got my point that the timing  
6 and I think, Supervisor, you can clarify that  
7 you're of the opinion that measured twice, cut  
8 once, haste makes waste on all those things that  
9 you would normally say when we do things like this,  
10 you know. I'm thinking we have to look at whether  
11 or not getting up to speed by Friday is possible.

12 My main point right now is you're  
13 hoping to get to that point as soon as possible. I  
14 think we have to look at timing.

15 MR. SINNREICH: Councilman, obviously,  
16 it is up to the Board. It is a very short season  
17 and it's in the Town's interest to open Memorial  
18 Day. If it's nice weather, it's going to be a big  
19 day. So it's in your interest to open as early as  
20 possible if you can, especially when you have such  
21 a small window here, but that's, obviously, the  
22 decisions you have to make.

23 As I said, and I think as the  
24 Commissioner said, that wasn't the only -- you  
25 know, look. You have to be confident not only that



1 the successful vendor is going to be open on  
2 Memorial Day if it can, but it's going to produce a  
3 big product.

4 The most important factor and I'm sure  
5 this will be reflected is the quality of the  
6 product that is going to be produced to the  
7 residents of the Town.

8 I think there was a general view that  
9 Carlyle offered the best product and when you read  
10 the proposal -- I have no relationship with  
11 Carlyle. I'm not saying this because I have  
12 anything for them or against them, but when you  
13 have time to read the proposal, you'll see that the  
14 level of thought they gave to the actual operation,  
15 how they're going to operate it, how they're going  
16 to market it, how they're going to staff it.

17 In all of those ways, it was a far more  
18 thoughtful in my opinion and detailed proposal not  
19 just for opening Memorial Day, but in general for  
20 the whole season, but they really thought it out  
21 and you will see that in black and white, you will  
22 see the difference again. It was a lot more than  
23 just that and it's there in black and white.

24 SUPERVISOR VENDITTO: Is there anyone  
25 that needs something explained that wasn't clear?

1 COUNCILMAN PINTO: I have one other  
2 question, please.

3 SUPERVISOR VENDITTO: Go ahead.

4 COUNCILMAN PINTO: The rating sheets  
5 used, did you generate the questions?

6 MR. SINNREICH: No, that was generated  
7 by the Commissioner. I believe, Councilman, it is  
8 a standard rating sheet that is used for RFP  
9 purposes, but I did not generate it. The  
10 commissioner --

11 COUNCILMAN PINTO: Okay. So one wasn't  
12 prepared just for this process?

13 MR. SINNREICH: No.

14 SUPERVISOR VENDITTO: Anyone else? Who  
15 needs something clarified?

16 UNIDENTIFIED SPEAKER: Since the Town's  
17 revenues are a percentage of gross sales, how does  
18 the Town monitor gross sales?

19 MR. SINNREICH: In general and,  
20 obviously as I've said, if the contract has not  
21 been written, the Town has the right to audit the  
22 records and audit those sales.

23 UNIDENTIFIED SPEAKER: Which includes  
24 cash?

25 MR. SINNREICH: You know, these are

1 things that will be worked out based on point of  
2 sale records. These are the kind of things that  
3 have to be worked out in the contract negotiations,  
4 but, in general, and I do this all the time, you  
5 know, we monitor through auditing, you know, the  
6 books have to be kept based on the counties  
7 principals. There are definitely ways to do it.

8 SUPERVISOR VENDITTO: Not to mention, I  
9 believe we already have members of the  
10 Comptroller's office who appear on site and monitor  
11 it almost day in and day out. Let's move quickly.  
12 Now points of information.

13 Larry, what do you need to know?

14 MR. SKLAR: Absolutely.

15 Is everybody aware that this is the  
16 only premise in the entire inlet that has a liquor  
17 license and you can't buy a drink anywhere, except  
18 at Jones Beach at a concert where you have to pay  
19 \$25 to be able to hold an event for a \$10 drink.  
20 So the proper proposal, could it turn it into a  
21 gold mine?

22 SUPERVISOR VENDITTO: Okay. I know  
23 there was a hand up here.

24 UNIDENTIFIED SPEAKER: Is this strictly  
25 a revenue contract or any expense (inaudible)?

1 MR. SINNREICH: For the Town, it is  
2 strictly a revenue contract. I should say there is  
3 no prevision here for capital improvement required  
4 because obviously for a single short Summer season  
5 that does not make sense. That doesn't mean the  
6 concessionaire can't make improvements if it wants  
7 to, but the Town has no objection with any sort of  
8 that sort.

9 UNIDENTIFIED SPEAKER: How does this  
10 Carlyle proposal compare to the existing contract  
11 that Carlyle has with Bethpage? Is it similar?

12 SUPERVISOR VENDITTO: Well, that's a  
13 good -- let's save that for public comment to make.  
14 That's quite an analysis.

15 Any clarifying questions --

16 MS. KNICKMAN: I just would like to know  
17 where was it, Flowerfields, Lands End, wind up on  
18 the list?

19 MR. SINNREICH: I don't know.

20 MS. KNICKMAN: They run a very  
21 successful business on the water.

22 MR. SINNREICH: Yes. I don't know  
23 because I wasn't one of the raters, how and where  
24 they stood. I think there were some questions and  
25 I know they were asked during the discussion

1 whether or not, which are confidential, which I'm  
2 not going to share publicly with respect to  
3 Flowerfields that those issues were vetted in the  
4 discussion and there were some issues that came up.

5 They are and I have been to many  
6 affairs and I believe that they are a fine entity,  
7 but I can tell you, that based on the discussions  
8 that I was present for, there were -- in a better  
9 way, it was clear that Carlyle was the better  
10 choice.

11 SUPERVISOR VENDITTO: All right. Let's  
12 do this.

13 Jonathan, do you have anything further?

14 MR. SINNREICH: I don't.

15 SUPERVISOR VENDITTO: Does the Board  
16 have any further questions for Mr. Sinnreich?

17 (No response.)

18 SUPERVISOR VENDITTO: No? Everybody  
19 good?

20 Then what we'll do is we'll take --  
21 before you go away, Jonathan, we'll go on for a  
22 brief recess. The Board can then familiarize  
23 themselves with their packet and then we'll come  
24 back and treat the second topic.

25 MR. SINNREICH: Thank you, Supervisor.

1 (Whereupon, a recess was taken at this  
2 time.)

3 SUPERVISOR VENDITTO: All right, Ladies  
4 and Gentleman. If everyone will find seats, we  
5 will continue.

6 Before we switch to our second topic,  
7 being the Woodlands and Tobay, the Board members  
8 and myself included, have additional questions,  
9 which we would like to talk to Mr. Sinnreich and  
10 the committee about.

11 I think Jonathan, the questions will  
12 probably be directed to the committee, but if you  
13 could just come near the podium.

14 When you're called upon to answer a  
15 question, whoever is going to respond, we need you  
16 to come to the podium. That's the only live mic  
17 for live streaming from the audience. So I don't  
18 know who wants to start, but go ahead.

19 COUNCILWOMAN ALESIA: Yes, I just  
20 wanted to know firsthand from the committee, we  
21 noticed that the second -- I'm going to use the  
22 phrase, second runner up because I don't really  
23 know what the correct terminology is. The numbers  
24 were relatively close and the second runner up --  
25 am I allowed to say what the second --

1 SUPERVISOR VENDITTO: Other than the  
2 score -- other than the score -- I would like to  
3 hear the distinctions in the committee's minds --  
4 am I okay, Jonathan?

5 MR. SINNREICH: You're not required  
6 to -- you can do whatever you want to do.

7 COUNCILWOMAN ALESIA: I can do whatever  
8 I want? Would you call my husband?

9 (Audience laughs.)

10 MR. SINNREICH: However, honestly, I  
11 would advise against it.

12 SUPERVISOR VENDITTO: Against it?  
13 Well, what are we talking about here?

14 MR. SINNREICH: The ratings beyond the  
15 fact that we have disclosed.

16 SUPERVISOR VENDITTO: The rating number  
17 or the order of finish?

18 MR. SINNREICH: Supervisor, I would  
19 advise the Board against it --

20 COUNCILWOMAN ALESIA: It's going to be  
21 difficult to ask questions.

22 SUPERVISOR VENDITTO: All right.

23 So just ask the questions with --

24 COUNCILMAN COSCHIGNANO: What can we  
25 do --

1 MR. SINNREICH: You have that  
2 information and the reasons.

3 SUPERVISOR VENDITTO: Well, maybe I'm  
4 missing something. If you just identify the  
5 proposer by their name. We don't need -- it  
6 doesn't matter what the order of finish.

7 Can't you just call by name?

8 MR. SINNREICH: As long as you don't  
9 disclose the order of finish.

10 COUNCILWOMAN ALESIA: We'll try not to  
11 and I haven't totaled them up and I'm not a great  
12 Math student, so I would like to hear from the  
13 committee about the differences in your opinion  
14 between the Carlisle's proposal and the JB  
15 proposals.

16 COUNCILMAN PINTO: Before we do that,  
17 is Lenny Symons here? Can we get him here? He  
18 should be part of this.

19 COUNCILWOMAN ALESIA: Okay. We'll get  
20 him.

21 In the meantime, is it okay to get the  
22 rest of the committee?

23 SUPERVISOR VENDITTO: Go ahead. All  
24 the committee members up to the podium and please  
25 use that mic.



1 MR. NOCERINO: Mr. Supervisor and Town  
2 Board Members, when the committee met on Friday for  
3 a couple of hours and we got down to the selection,  
4 a lot of things we weighed on was if A, they can do  
5 the job, what the concession calls for. Some of  
6 them were concessionaires, hot dogs, hamburgers,  
7 French fries and some were restaurant, which is  
8 what Tappen Beach really is, a restaurant if you've  
9 been there.

10 The J and B one, which had a great  
11 proposal, but they're Jones Beach, Robert Moses and  
12 hot dogs, hamburgers and fast food stuff, and we  
13 felt that Carlyle, who, by the way, does have  
14 concessionaires at the golf courses, but also  
15 they're a restaurant business and this is what  
16 Tappen Beach is really -- it's not a beach like a  
17 Tobay and Jones Beach and the atmosphere and the  
18 food and the type of presentation for the public is  
19 exactly what Carlyle had compared to the others.

20 So the committee felt and, like I said,  
21 we had a very hard time. We discussed it at  
22 length, is the proposal, why we took Carlyle  
23 because of the amenities that he gave and besides  
24 his marketing and strategy, his willingness to get  
25 everything done on time. He demonstrated that to

1 all of us and that was a very important factor of  
2 the committee why we made the choice of the  
3 Carlyle.

4 COUNCILWOMAN ALESIA: Do you know,  
5 Commissioner, again, you know, we just got this  
6 now. So I know hopefully you're able to answer  
7 some more specific questions.

8 With respect to J and B, would they  
9 have a problem getting a liquor license and where  
10 were they with their insurance?

11 MR. NOCERINO: Insurance is probably  
12 the easy part. The liquor license, they didn't  
13 demonstrate that at all in writing. They had the  
14 opportunity when we had the meetings with them,  
15 everybody was told, you needed a liquor license,  
16 you needed a Board of Health license.

17 Carlyle after the meetings with us,  
18 notified counsel, they can demonstrate all of that  
19 in a timely manner to be open on Memorial Day, and  
20 that had a factor also because of the time  
21 constraints.

22 COUNCILMAN MACAGNONE: I appreciate the  
23 time and effort your committee put into this;  
24 however, I really don't care what they serve. I  
25 care what the Town is going to net on this. That,

1 to me, is the most important factor on this one.

2 MS. MASCIA: Well, what they serve is  
3 going to have a direct correlation to how much  
4 money we make. If they're serving something that  
5 the people are going to buy, then they're going to  
6 make more revenues, which is going to give us more  
7 of a potential percentage --

8 COUNCILMAN MACAGNONE: Yeah, if it  
9 doesn't rain.

10 MS. MASCIA: There are restaurants --  
11 they're enclosed.

12 COUNCILMAN COSCHIGNANO: Except that  
13 one of the proposals has a percentage --

14 SUPERVISOR VENDITTO: Lynn, please.  
15 Lynn --

16 COUNCILMAN COSCHIGNANO: So the  
17 percentage argument goes out the window when you're  
18 talking about a guaranteed payment for that  
19 particular vendor.

20 MS. MASCIA: We looked at it as it  
21 being a restaurant, so even if it rained, they  
22 would still have customers inside their restaurant  
23 serving dinner. There is a not a whole lot of  
24 restaurants up there. We thought that, somebody  
25 wanted to do some beach dining, they could

1 certainly do that and the variety of foods that  
2 Carlyle could offer would be more widespread.

3 COUNCILMAN COSCHIGNANO: I know, but  
4 counsel, the bottom line to the Town and the bottom  
5 line to the residents is a guaranteed payment, is a  
6 payment that definitely comes in. A percentage  
7 payment is a percentage that may be coming in.

8 MS. MASCIA: Understood, Councilman.

9 Also, if they were making a guaranteed  
10 payment and they were not getting customers in,  
11 then they could potentially go out of business.

12 COUNCILMAN COSCHIGNANO: How long have  
13 they been operating at Jones Beach; do you know?

14 MR. NOCERINO: I think it's like twelve  
15 or thirteen years. It's in the proposal.

16 COUNCILWOMAN JOHNSON: Are we receiving  
17 any personal guarantees with regard to rent?

18 MR. NOCERINO: No, the agreement calls  
19 for either a flat rate, which would be either the  
20 percentage or, you know, a monthly, but it's only a  
21 temporary for four and a half months.

22 COUNCILMAN PINTO: I have a question  
23 about the procedure.

24 Did the committee meet independently or  
25 together?

1 MR. NOCERINO: We met together. We  
2 read all the proposals and we scored independently.  
3 We did not have an open dialogue. Each one scored  
4 independently and then we calculated the scores and  
5 we came up with the average.

6 COUNCILMAN PINTO: So when you say the  
7 committee read -- you're just saying what you  
8 thought?

9 MR. NOCERINO: On my scoring, yes.  
10 Each one of us independently scored it.

11 COUNCILWOMAN JOHNSON: It's a tough  
12 bid. It's quiet up there. There is a marina  
13 nearby that they've had restaurants go in and out,  
14 open and close. It's really tough, especially in  
15 the off season to get people there. So on the same  
16 line, during the Summer, if it is beautiful out, it  
17 is a destination proposed. You don't have to go  
18 over and ride or people like to go over to  
19 Connecticut.

20 So it would be a great spot and I also  
21 understand the difference between fine dining  
22 versus hamburger and hot dog, which you could just  
23 do at home on the grill. So you want to make it  
24 more enticing, but I am concerned about percentage  
25 versus revenue.

1 MR. NOCERINO: I can tell you from  
2 personal experience as the Commissioner being down,  
3 okay, on especially a Friday or Saturday night,  
4 there is a wait. Sometimes an hour to an hour and  
5 a half to get into the restaurant.

6 COUNCILMAN PINTO: Commissioner, you  
7 mentioned, I believe just five minutes ago that  
8 opening for Memorial Day was a factor.

9 Would your decision have changed if  
10 opening for Memorial Day wasn't a factor as it was  
11 mentioned earlier by Councilman?

12 MR. NOCERINO: Absolutely not. I would  
13 have come to the same conclusion.

14 SUPERVISOR VENDITTO: I think you  
15 answered it earlier. The other committee members  
16 haven't though.

17 MS. MASCIA: To me, I thought Carlyle  
18 not only could open up, but would be able to  
19 provide more for our residents. They're marketing  
20 a structure that they had in their proposal seemed  
21 to me that they were in it to win it. They wanted  
22 to make sure that they were going to be able to  
23 bring in residents and customers to their facility  
24 and make money.

25 They're not in it to lose money.

1 They're in it to make money, and just had a much  
2 more decisive plan going forward.

3 SUPERVISOR VENDITTO: But I think what  
4 the Councilman is asking, let's assume Carlyle  
5 couldn't open for two weeks hence or three weeks  
6 hence, would they still have been your choice? I  
7 think that's what he was saying.

8 MS. MASCIA: It would have been, yes.  
9 I still believe that I would have chosen Carlyle.

10 COUNCILMAN MACAGNONE: I don't see  
11 where it says anywhere in this form about  
12 marketing.

13 MS. MASCIA: You gotta read -- it's in  
14 the --

15 COUNCILMAN MACAGNONE: You're rating  
16 form, there's not on marketing here.

17 MS. MASCIA: There is something. I  
18 just can't --

19 COUNCILMAN MACAGNONE: Okay. I just  
20 was wondering. Maybe I missed something with your  
21 score, but I don't see marketing on here.

22 COUNCILWOMAN ALESIA: I don't know if  
23 this is what June is referring to, but I'll say now  
24 I just glanced through the proposals and I'll  
25 say --

1 COUNCILMAN MACAGNONE: That's not what  
2 I'm discussing right now --

3 COUNCILWOMAN ALESIA: No, no, no. I  
4 just wanted to add that it does seem like Carlyle  
5 has a vision. Carlyle is like a vision when you  
6 read their first page. It kind of sets the scene  
7 like paints a picture of what it would look like in  
8 your head.

9 COUNCILMAN PINTO: The only thing that  
10 concerns me is that one concessionaire has beach  
11 experience, concession experience and the others  
12 don't and that's what concerns me a little bit.

13 MS. MASCIA: Well, I had thought about  
14 that as well; however, there were other factors to  
15 consider. Not just being beachy and serving  
16 hamburgers and hot dogs, we wanted to make sure  
17 that they were going to be able to supply food for  
18 the boaters that are there, the mariners that are  
19 there that come up and they want to get some food  
20 to bring on the boat before they go out. We  
21 thought that Carlyle could accommodate them better  
22 than the other proposals.

23 MR. ROZEA: I'm going third here. So I  
24 don't want to waste the Board's time anymore. I  
25 would echo everything that was said. I would



1 reiterate that for me and in my voting the choice  
2 was clearly Carlyle over others for the reasons  
3 that were previously stated both by the committee  
4 and also Mr. Sinnreich during his presentation.

5 COUNCILMAN COSCHIGNANO: One question I  
6 asked on the numbers I looked at, Carlyle projects  
7 and it was roughly a \$1,044,000. When I applied  
8 the 11 percent, I come up with about 115,000 in  
9 revenue, and I look at that versus the guarantee of  
10 the J and B entity of \$150,000 and I know you guys  
11 looked at everything, but there is a pretty big  
12 difference there.

13 MR. ROZEA: Except I have trouble with  
14 the word guarantee. That is a proposal.

15 I mean, that is a proposal. There  
16 really is no certainty that that would actually be  
17 realized. In my estimation, by applying the  
18 marketing plan and by applying the vision that the  
19 Councilwoman was discussing, but there is a better  
20 likelihood of seeing actual revenue more in line  
21 with the projection --

22 COUNCILMAN MACAGNONE: Wait, wait,  
23 wait --

24 COUNCILMAN COSCHIGNANO: What about the  
25 people who have worked at a beach for twelve or

1 thirteen years, as opposed to someone who hasn't?

2 MR. ROZEA: That's right. Who worked  
3 at a beach, you would have beach settings. We've  
4 all been to Jones Beach. I'm not familiar with the  
5 similar establishment at the Jones Beach venue than  
6 what is located at Tappen Beach.

7 COUNCILWOMAN ALESIA: How could it not  
8 be a guarantee, Matt? I'm a little confused.  
9 Their proposals states that they're going to pay  
10 150,000.

11 Aren't they going to pay us 150,000?

12 MR. ROZEA: We certainly hope so.

13 COUNCILMAN MACAGNONE: 50 on signing  
14 the contract; 40, July 15th; 40, August 15th; right  
15 there, we have 130.

16 COUNCILMAN COSCHIGNANO: Certainly  
17 right off the bat, it's zero, zero --

18 MR. ROZEA: Certainly, on paper that's  
19 there, but what is the actual guarantee that  
20 they're going to come up with that money?

21 COUNCILWOMAN JOHNSON: That's why I  
22 asked if there was any personal guarantees.

23 MR. ROZEA: And I think that would be  
24 subject to whatever agreement is ultimately worked  
25 out with the concessionaire that is awarded this

1 RFP --

2 COUNCILMAN MACAGNONE: That should come  
3 back to us.

4 COUNCILMAN COSCHIGNANO: Maybe they  
5 could put the 50,000 upon signing.

6 MR. SINNREICH: Can I jump in here for  
7 a second?

8 SUPERVISOR VENDITTO: Jonathan, you  
9 look like you want to help out.

10 MR. SINNREICH: I do because I think  
11 there is a really important point.

12 First of all, I want to remind the  
13 Board that this process under 104, the General  
14 Municipal Law was a request for proposals and about  
15 the governmental process is deliberately different  
16 from a bid process because it allows you to  
17 exercise judgment and reason.

18 I will tell you that that 150 is an  
19 outlier if you compare it to all the other fees,  
20 and my experience whenever there is an outlier  
21 number, you have to worry about it. I'm not saying  
22 it's not a truthful and honest estimate. I'm sure  
23 it is, but the worst thing you can have is a  
24 contractor who can't perform according to this  
25 price and that is a risk -- and so if I could just

1 finish. You know, if I had been voting and, of  
2 course, I didn't and I did not advise, just so you  
3 know, there wasn't a wait kind of vote, but I  
4 appropriately stated, I would have been worried  
5 about that outlier and the ability of that proposer  
6 to actually meet that number.

7 COUNCILMAN COSCHIGNANO: I would agree  
8 with you if they fell out of the sky, which is why  
9 I'm asking the question about who they are and  
10 finding out how they operate in terms of Jones  
11 Beach and have done that twelve years does shed  
12 some new light on the comparison I think we needed.

13 MR. SINNREICH: 35,000 for this season  
14 from Lovin' Oven who does operate beach  
15 restaurants. I have been to them. And there  
16 you've got a 150 --

17 SUPERVISOR VENDITTO: I didn't hear  
18 that. Say that again.

19 MR. SINNREICH: Lovin' Oven who is one  
20 of the other entities, who I know who does operate  
21 beach restaurants and they're a very excellent  
22 company, I think very highly of them, and their  
23 number for the season was \$35,000 and it was based  
24 on -- and you'll see it, a spread of their  
25 anticipated revenues and expenses. It wasn't an

1 out of the air number.

2 I'm simply saying 150 struck me,  
3 Supervisor, as an outlier that I was immediately --  
4 the second I looked at that, you know, I had the  
5 red flags as to whether that was a real thought out  
6 number.

7 COUNCILMAN PINTO: Well, I guess my  
8 question now becomes this, you started back when  
9 the default notice went out to start accumulating  
10 companies.

11 That's what you said earlier, right?

12 MR. SINNREICH: I identified those six  
13 companies, yes.

14 COUNCILMAN PINTO: Why did only two of  
15 the six companies you identified submitted and two  
16 of the ones that we received are after those went  
17 out other people expressed interest.

18 So within a day or two, we got two  
19 other people that really seem to want it and  
20 expressed interest, and of the six that we put  
21 together for how many months it was, only two of  
22 them submitted.

23 MR. SINNREICH: Well, I was told and I  
24 know the reason and I was told -- I mean, the  
25 reason is some of them would have been more

1 interested in the other facilities. This being the  
2 smallest --

3 COUNCILMAN PINTO: Well, we weren't  
4 putting the list together for the other facilities?

5 MR. SINNREICH: Well, at the time, I  
6 was putting it together for everyone.

7 COUNCILMAN PINTO: Okay.

8 Fair enough, but did we go back to them  
9 and ask them, is that the answer or are we just  
10 speculating?

11 MR. SINNREICH: In one case, I was  
12 called and told. In fact, in two of the cases, I  
13 was called and told that they would be interested  
14 in the others, but they would be too small for  
15 those two.

16 COUNCILWOMAN JOHNSON: Do we know if  
17 any or either of the top two are in arrears in any  
18 of their other concessionaire contracts?

19 COUNCILMAN PINTO: Great question.

20 MR. SINNREICH: I don't know which are  
21 the top two. I only know the top --

22 SUPERVISOR VENDITTO: Hold on. Let's  
23 ask if any of the four, do we know, do we have  
24 actual knowledge or constructive knowledge that any  
25 of the four are in arrears with in any other

1 facilities?

2 MR. SINNREICH: No, sir.

3 COUNCILWOMAN JOHNSON: No, they're not,  
4 or, no, you don't know?

5 COUNCILMAN MACAGNONE: Should that have  
6 been part of the question given to all of these  
7 based on in light of what we just went through?

8 COUNCILMAN PINTO: I guess a  
9 litigation, too.

10 MR. SINNREICH: Since you asked the  
11 question, I wish I had asked it, but I did not  
12 see -- look, they did all have and you don't have  
13 it and you can be provided and, of course, but I  
14 didn't provide it publicly for the reasons I  
15 stated, they all provided their financial  
16 information. All of them had from my reviews sound  
17 financial basis.

18 So I did not see any financial red  
19 flags. Some of them were bigger. Some of them  
20 were smaller, but I did review the finances. They  
21 all provided financial information as far as I  
22 could see. They all had financial information to  
23 do the job.

24 SUPERVISOR VENDITTO: We'll start with  
25 Bob.

1 Bob, do you have a point of  
2 information?

3 MR. FREIER: Do you want me to come up?

4 SUPERVISOR VENDITTO: Yes, on a point  
5 of information.

6 MR. FREIER: Point of information, I  
7 guess is, they're running the facility at the golf  
8 course in Bethpage, correct?

9 SUPERVISOR VENDITTO: Carlyle?

10 MR. FREIER: Correct.

11 Is that for the Town or is that for  
12 Nassau County for --

13 ALL: For the State.

14 MR. FREIER: So there would be a way to  
15 make sure that they're current in their payments to  
16 the State, I'm sure, and then just something to  
17 consider is how do you track and verify when it's  
18 based on a percentage and their business is  
19 primarily cash, you're kind of doing it on the  
20 honor system, unless you have some real control in  
21 place to watch what they're sales actually are,  
22 where if you have another agreement that is  
23 guaranteeing \$150,000, I would think that they  
24 should agree to be personally liable and if they're  
25 signing a legal agreement, then I can't see how you



1 can just -- you know, I'm assuming they gave their  
2 financials as well as I would assume they have the  
3 money and they have a real legitimate business, but  
4 more concerning is when there is primarily a cash  
5 business, how is the Town able to monitor what  
6 they're really getting and what they should be  
7 getting?

8 SUPERVISOR VENDITTO: Thank you.

9 Sir?

10 MR. MACK: Hi. I have no bias, but I  
11 heard J and B mentioned and having knowledge with  
12 this industry, J and B, I think he mentioned that  
13 they only have experience in hot dogs and not  
14 restaurants.

15 SUPERVISOR VENDITTO: I thought what he  
16 said was they operate Jones Beach and they're  
17 there, but --

18 MR. MACK: To my knowledge, J and B  
19 also owned Friendly's, which is in bankruptcy I  
20 think. Number two --

21 COUNCILMAN MUSCARELLA: Excuse me, sir.  
22 What is your name?

23 MR. MACK: My name is Kevin, Kevin  
24 Mack.

25 Number Two along with this gentleman's

1 question, as far as anyone can put together a nice  
2 proposal, and as far as the cash receipts situation  
3 having been in this business, you need to know who  
4 is going to -- Carlyle is a big company and that's  
5 great. Who is going to manage it day-to-day  
6 because they're the ones that are going to reflect  
7 how much money really comes in to Carlyle.

8 Thank you.

9 SUPERVISOR VENDITTO: Thank you, Kevin  
10 Mack.

11 Yes, Lynn?

12 MS. KNICKMAN: At Tappen, how many  
13 tables are inside and how many tables are outside?

14 SUPERVISOR VENDITTO: How many tables  
15 are inside and how many are outside?

16 MS. KNICKMAN: Because when it rains,  
17 you cannot sit outside.

18 SUPERVISOR VENDITTO: Hold on.

19 Does anyone know?

20 MR. NOCERINO: The restaurant is set up  
21 with a canopy. There's an opening with a bar in  
22 the middle.

23 MS. KNICKMAN: No, not everything.

24 SUPERVISOR VENDITTO: Hold on. This is  
25 not a debate.

1 MS. KNICKMAN: I have been there.

2 SUPERVISOR VENDITTO: Lynn, please.

3 You know the answer already?

4 MS. KNICKMAN: No. I'm asking him how  
5 many tables --

6 SUPERVISOR VENDITTO: You asked the  
7 question. You asked how many tables are inside and  
8 how many are outside and we're going to try to get  
9 an answer for you. It doesn't require any  
10 dialogue.

11 Does anyone know how many tables are  
12 inside and how many are outside?

13 (No response.)

14 SUPERVISOR VENDITTO: All right. We'll  
15 try to get an answer for you.

16 Yes, ma'am?

17 UNIDENTIFIED SPEAKER: Can I come up?

18 SUPERVISOR VENDITTO: Sure.

19 UNIDENTIFIED SPEAKER: If the  
20 percentage issue is the biggest issue here, is it  
21 possible at this particular point to go back to  
22 Carlyle and see if they would come up with a fixed  
23 payment around the set of the percentage?

24 MR. SINNREICH: Supervisor, the Board  
25 can negotiate with the selected vote.

1 SUPERVISOR VENDITTO: They can?

2 MR. SINNREICH: Yes.

3 MR. NOCERINO: Yes.

4 SUPERVISOR VENDITTO: So you can go  
5 back to any terms that we feel are necessary to  
6 move it, we can go back and do it?

7 MR. SINNREICH: Correct, yes.

8 SUPERVISOR VENDITTO: Did you hear the  
9 answer is yes?

10 UNIDENTIFIED SPEAKER: Thank you.

11 SUPERVISOR VENDITTO: Bob, on a point  
12 of information.

13 MR. FREIER: I realize you can go back,  
14 but do you still need to vote on this today if some  
15 of these questions are not answered?

16 SUPERVISOR VENDITTO: I don't know the  
17 answer to that. I don't know.

18 Jonathan, I guess no one can go in  
19 there and operate right without a vote --

20 MR. SINNREICH: You don't have to do  
21 anything, Supervisor.

22 Right now, you do not have an  
23 operation.

24 SUPERVISOR VENDITTO: And you won't  
25 have one you until we vote?

1 MR. SINNREICH: Correct.

2 COUNCILMAN PINTO: I just have a  
3 general question for him. We are looking to who is  
4 going to get this? How are we going to be  
5 preparing the facility for use? Are we going in  
6 there and cleaning up or whoever comes in --

7 SUPERVISOR VENDITTO: I think Frank has  
8 answered that.

9 Frank, could you go through it again?

10 COUNCILMAN PINTO: I apologize for  
11 being --

12 SUPERVISOR VENDITTO: No, it's okay.

13 MR. NOCERINO: The facility is actually  
14 only a year old. The equipment is kind of  
15 brand-new. We would love to have you look at the  
16 facility, after the boards will come down. Our  
17 part will be to get them all set up. We'll take  
18 care of the water and anything that is needed, and  
19 utilities and also they understand they will need  
20 the facility to be cleaned and rapidly moments.  
21 It's not that much to clean, less than a half a  
22 day, a days work.

23 SUPERVISOR VENDITTO: But the question  
24 is, if we were to vote on Company A today, whoever  
25 it is, would they be able to go in there Friday and

1 operate or Saturday?

2 MR. NOCERINO: If they can get their  
3 Board of Health license --

4 SUPERVISOR VENDITTO: What about the  
5 physical place?

6 MR. NOCERINO: The physical place is in  
7 very good condition.

8 COUNCILMAN MUSCARELLA: So all the  
9 equipment is in there, Commissioner?

10 MR. NOCERINO: It is.

11 COUNCILMAN MUSCARELLA: Who owns the --

12 MR. NOCERINO: Well, the equipment is  
13 in there right now, I don't know. The legal  
14 question right now is who owns the equipment --  
15 right now the equipment is in the facility to  
16 operate.

17 SUPERVISOR VENDITTO: Yes, sir. Oh,  
18 Paul. I didn't recognize you. Paul.

19 MR. MOLINARI: My question is, is it  
20 possible to go back to the vendor and negotiate to  
21 ask for a monthly rent plus percentage?

22 SUPERVISOR VENDITTO: The lady asked  
23 the same question earlier and we said yes.

24 MR. MOLINARI: No, I'm not saying that.  
25 Get both, ask them for a monthly fee rent, plus

1 percentage.

2 SUPERVISOR VENDITTO: We went through  
3 that.

4 COUNCILWOMAN ALESIA: One of the  
5 proposals does offer a flat and a percentage, so  
6 both.

7 SUPERVISOR VENDITTO: What is the  
8 percentage on that?

9 COUNCILWOMAN ALESIA: Of the combined?

10 SUPERVISOR VENDITTO: No. Of the  
11 percentage.

12 What was the percentage? Was it  
13 against or plus?

14 COUNCILWOMAN ALESIA: It's plus.

15 SUPERVISOR VENDITTO: Oh, flat, plus.

16 COUNCILWOMAN JOHNSON: But, it is  
17 worrisome though when you look at the sales revenue  
18 that was done -- what was the name of the company.  
19 The company like J and B, what they did -- are  
20 these foilable or not foilable? What their sales  
21 were at Jones Beach and Robert Moses and what  
22 they're thinking they're going to be doing at  
23 Tappen, I think are two totally different amounts.

24 Their number at Jones Beach compared to  
25 what they could possibly do at Tappen is nowhere

1 near.

2 SUPERVISOR VENDITTO: I don't think it  
3 would be, right?

4 COUNCILWOMAN JOHNSON: No, but I think  
5 that they think it will be.

6 COUNCILWOMAN ALESIA: That's what  
7 Michele is saying.

8 SUPERVISOR VENDITTO: Oh, you're saying  
9 that the number at Tappen is out of line, it's too  
10 high.

11 COUNCILWOMAN ALESIA: I think that's  
12 what Jonathan said, too.

13 COUNCILWOMAN JOHNSON: I really do.

14 SUPERVISOR VENDITTO: Yes, I think  
15 Jonathan made that point.

16 Robert, do you have a point of  
17 information?

18 MR. RIPP: I just had a question of, I  
19 was just wondering because I understand that this  
20 is a short term proposal and I know this isn't  
21 applicable to all of the facilities, but do you  
22 think that -- I'm just trying to -- like I'm  
23 interested in the numbers of the amount of net or  
24 gross income as opposed to the cost, do you think  
25 on some of the smaller facilities.



1           Like, for instance, some of the council  
2 people explained how the sort of hamburgers and hot  
3 dogs and stuff like that, do you think the Town  
4 might ever be able to run one of the smaller  
5 concession ourselves?

6           SUPERVISOR VENDITTO: I've asked that.

7           Yeah, I've asked that I hear laughing  
8 because I've asked that many times. It's  
9 apparently I think it would be shaky at best.

10          COUNCILWOMAN JOHNSON: It's not a good  
11 idea.

12          SUPERVISOR VENDITTO: I've asked it a  
13 million times because it would solve a lot of  
14 problems. It would have solved a lot of problems  
15 in the past. Hold on, Bob. I've asked that  
16 question countless times. I'm still not convinced,  
17 but I was told it would be shaky at best. It would  
18 be really shaky. We would really be taking a risk,  
19 but it's a good question. Yes, Bob. Only a point  
20 of information.

21          MR. FREIER: Is the proposal for the  
22 percentage, is it a percentage of the gross or is  
23 it a percentage of the net?

24          SUPERVISOR VENDITTO: I think it is of  
25 the gross.

1 COUNCILMAN COSCHIGNANO: Of the gross.

2 SUPERVISOR VENDITTO: It looks like it  
3 said gross. All right.

4 Any further questions from the Board?

5 COUNCILMAN COSCHIGNANO: I have a  
6 question for Jonathan, and, thank you, Jonathan.

7 I hate to bring up a sticky legal  
8 point, but that's what lawyers do, I guess, but  
9 somebody raised the issue of who owns the  
10 equipment.

11 So now I have this nagging feeling in  
12 my brain that someone is going to go operate and  
13 then there is going to be an issue.

14 Have you guys thought about that issue?

15 MR. SINNREICH: Yes, I have and let me  
16 say this, respectfully, that's not -- the question  
17 of who owns it is not something I want to address  
18 in public and I don't think I have to address it in  
19 public. You're asking for my legal advice on a  
20 legal issue that could become contentious. So I  
21 will be glad to advise the Board about that in  
22 Executive Session.

23 However, as a practical matter for one  
24 of the reasons I personally would have favored  
25 Carlyle is, they have the resources if they needed

1 they could be it in overnight.

2 COUNCILMAN COSCHIGNANO: I guess that's  
3 the question --

4 MR. SINNREICH: That they have enough  
5 resources if there became an issue, which I don't  
6 think there will they could deal with it.

7 COUNCILMAN COSCHIGNANO: Did these  
8 people speak to that issue in case it became a  
9 reality?

10 MR. SINNREICH: No, we advised them.

11 It's in the RFP that it was the  
12 intention of the Town to make available the  
13 equipment that is there. We made it clear it's not  
14 a promise or a warranty, but that is our intention  
15 and I believe that is a realistic intention. I  
16 believe that's what will happen, but certainly you  
17 should -- my advice to the Board would be to pick a  
18 vendor who can, on its own, immediately replace  
19 equipment, if it needed to.

20 COUNCILMAN COSCHIGNANO: In any event,  
21 if there was a lien or equipment repossession, do  
22 we have somebody in place that could bring in their  
23 own equipment?

24 MR. SINNREICH: That would be an  
25 important advantage, yes, in my opinion.

1 SUPERVISOR VENDITTO: Any further  
2 questions from the Board?

3 All right, Jonathan. Thank your very  
4 much for your cooperation. Thank you to the  
5 committee as well. We really appreciate it.

6 I think at this point, we can proceed  
7 with the second topic, which is a proposal  
8 regarding the Woodlands Catering facility and the  
9 Town Beach commonly known as Tobay.

10 Jonathan, if you would just introduce  
11 yourself.

12 MR. PICKHARDT: Sure.

13 Supervisor, Members of the Board.

14 John Pickhardt from the offices of  
15 Quinn, Emanuel, Urquhart & Sullivan. I am outside  
16 counsel for the Town. I have been advising the  
17 Town for approximately a year in connection with a  
18 variety of issues that have arisen in connection  
19 with Mr. Singh and his concessionaire that the  
20 Board is probably all too familiar with at this  
21 point.

22 First off, while I have been advising  
23 the Town for awhile, I have not yet had the  
24 opportunity to address all of you, so I appreciate  
25 that opportunity this afternoon.

1           As the Board has been previously  
2           advised, you know, over the last number of months,  
3           new investors at two of the concession companies,  
4           the ones that have the concession agreements at  
5           Tobay Beach, as well as at the Woodlands have been  
6           in discussions with the lender in connection with  
7           loans that had been made to the SRB entities that  
8           hold those concession agreements that are related  
9           to the amendments that I know you have heard about  
10          that are in dispute, but pursuant to which the  
11          lender is claiming that they have a guarantee from  
12          the Town and the Town disputes the enforceability  
13          of that guarantee.

14                 The discussions between the new  
15                 investors in the SRB entities and the lender have  
16                 matured to a point where they have reached an  
17                 agreement in principal, subject to it being part of  
18                 a total resolution that would also include the  
19                 Town, and we also have engaged in discussions with  
20                 the new investors of the SRB entities to understand  
21                 the full contours of a proposal that they would  
22                 make to the Town in respect of those ongoing  
23                 concession agreements.

24                 As I think the Board is aware, as far  
25                 as just a little bit of background. I know we were

1 talking earlier today and Mr. Sinnreich was  
2 describing the fact that there has been a Notice of  
3 Default that was issued at Tappen. There also were  
4 Notices of Defaults that were issued at each of the  
5 other concessions, including at Tobay and at  
6 Woodlands within a day of the same date.

7 So those were issued last September.  
8 There has not been a termination of the concession,  
9 but the Town would have, within its rights, the  
10 ability to terminate the concessions if it chose to  
11 in the investors in those entities have essentially  
12 come to the Town and have provided a proposal as an  
13 alternative to the Town if choosing to follow  
14 through with respect to terminating those  
15 concession agreements.

16 My understanding is that the Board is  
17 not being asked to act on this proposal today.  
18 That's really the purpose for today, is for me to  
19 describe to you what the contours of the proposal  
20 are so that you can be up to date with the  
21 expectation that the Board could act on this  
22 proposal in formal fashion at a later meeting.

23 The general elements of the proposal  
24 that have been made by the investors include  
25 that -- and this really relates to the agreement in

1 principal that has been reached between the  
2 investors and the lender. The lender, as you may  
3 know, an entity referred to us as Phoenix, lent --  
4 the amounts, you know, are a little bit unclear,  
5 somewhere between 10 and 15 million dollars to the  
6 SRB entities and the SRB entities are still  
7 obligated on those loans.

8 The new investors have reached an  
9 agreement with principal with Phoenix to accept a  
10 payment over time of 9 million dollars in full  
11 satisfaction of those loans.

12 In addition, that would also resolve  
13 any potential claim of an obligation by the Town in  
14 respect of the reported amendments to the  
15 concession agreements that Phoenix, at least as of  
16 today is claiming could also obligate the Town on  
17 those loans.

18 The actual process that has been agreed  
19 or the steps that have been agreed, you know, under  
20 that settlement in principal is that upon the  
21 closing or upon the execution of the agreements,  
22 that there would be a 2 million dollar payment that  
23 would go from the new investors to Phoenix.

24 That six months after that, there would  
25 be another payment of 2 million dollars. That six

1 months after that, there would be a third payment  
2 of 2 million dollars, which essentially would be  
3 twelve months after the execution of the agreement  
4 and that one year after that, the balance of the  
5 last three million dollars would be paid by the  
6 investors to Phoenix.

7 Now, as regards to the Town and the  
8 potential claims by Phoenix and the Town, Phoenix  
9 has agreed again, in principal, that it would  
10 provide a full and total release to the Town of any  
11 claims that Phoenix would potentially have to the  
12 Town after the first three payments were made,  
13 which again would be the 2 million dollars upon  
14 execution. The 2 million dollars six months later  
15 and the 2 million dollars twelve months after  
16 execution.

17 So assuming that the investors lived up  
18 to their obligation to Phoenix to make those first  
19 3 million payments as of twelve months after the  
20 execution of those agreements, the Town should be  
21 fully released from any claims in connection with  
22 the disputed amendments on the agreements.

23 Now, this agreement and principal  
24 between the investors and between Phoenix is also  
25 conditioned upon the investors and the SRB entities



1 reaching an agreement with the Town with regard to  
2 the ongoing concession agreements that have not  
3 been terminated.

4 In respect of those agreements, we have  
5 gotten a proposal from the investors, which include  
6 some elements. One element that we insisted upon  
7 and they have been very clear about is that as of  
8 today and going forward that neither Mr. Singh, nor  
9 anyone in his family, including his wife, Ruby  
10 would have any financial benefit from or would have  
11 any operational involvement in the concessions, and  
12 our understanding is that that has already  
13 occurred.

14 They have relinquished those rights and  
15 those interests, but formal documentation of them  
16 having relinquished those things would be provided  
17 to the Town prior to execution.

18 In addition, what the investors have  
19 proposed is that the Town consent to an assignment  
20 of the concession agreements currently at Tobay  
21 Beach and at Woodlands to a new entity that would  
22 be owned by and run by the same investors in the  
23 current SRB entities with the Singhs excluded from  
24 that, and at the same time that the Town amend and  
25 restate that agreement to update certain of its

1 provisions.

2 We would be -- prior to the Board  
3 providing any formal vote with respect to this  
4 arrangement, we obviously would give all of you the  
5 opportunity to see the entirety of the agreement  
6 and to make sure that you're comfortable with the  
7 entirety of its terms.

8 What I can do right now though is hit  
9 what I think are some of the essential terms of the  
10 proposed amendment and restatement and indicate how  
11 those compare to the existing agreement with the  
12 SRB entities so you can get at least the contours  
13 of what's being proposed.

14 Similar to the existing agreement,  
15 these are the concession agreements that provide  
16 exclusive rights for the concessionaire to operate  
17 the food concessions out of the Woodlands, as well  
18 as the catering facilities, as well as the food  
19 facilities at Tobay Beach.

20 The term of that agreement of the  
21 proposed amendment would be shorter than the  
22 current term of the agreement with the SRB  
23 entities. What the investors have agreed to and  
24 I'll also just footnote, we in the discussions with  
25 the investors have worked on behalf of the Town to

1 push them to provide the best proposal that they  
2 can.

3 This is not a matter of them having  
4 come in and saying, this is what we're willing to  
5 do, that's just putting it to you today. This has  
6 rather been an ongoing effort to try to negotiate  
7 with them to try to obtain from them the best  
8 proposal so that we could try to bring something to  
9 you that was already the subject of negotiation  
10 with the new investors.

11 In the negotiations with the investors  
12 over the term, we did insist that the existing term  
13 be shortened. It would be shortened to a period  
14 that on each of the concessions would be an initial  
15 term of 25 years. There would be two potential  
16 extensions of that term; two ten-year extensions.

17 The first ten-year extension would be  
18 at the option of the concessionaire, so they could  
19 on their own volition decide to extend it from 25  
20 years to 35 years. There would also be within the  
21 agreement a provision for a second extension, but  
22 that second extension of ten years would only be on  
23 mutual agreement between the Town and the  
24 concessionaire.

25 To give you some sense as to how this

1 compares to the existing agreement at Woodlands,  
2 the 25-year period is 28 years shorter than the  
3 current concession term at the Woodlands, even if  
4 you take into account the extra ten years that  
5 would be at the option of the investors, it still  
6 is 18 years shorter than the current  
7 concessionaire.

8 At Tobay, if you just look at the 25  
9 years, it would be the 25 years shorter than the  
10 current concession if you take into account the  
11 extra ten years at the concessionaires option the  
12 14 years more than the current term.

13 Now, the concessionaire's fees that the  
14 concessionaire would pay would be a continuation of  
15 the existing fees and schedule for increases on  
16 those fees that exist on the current agreement, and  
17 I know there has been lots of discussion today  
18 around fees at the Tappen concession. So I can  
19 give you some detail on what those are.

20 At Woodlands, the monthly concession  
21 fees would start at \$6,232 and then there would be  
22 increases of 3 percent per year every year  
23 thereafter. There also and there has been  
24 discussion about fixed fees versus percentage fees.

25 The existing agreement with the SRB

1 entities includes an option at the Town's choice to  
2 convert from the fixed fee to a percentage fee.  
3 The percentage fee in the current agreement is 5  
4 percent of gross revenue to the extent that the  
5 annual gross revenues are less than 2 million  
6 dollars. After 2 million dollars, that goes up to  
7 6 percent --

8 COUNCILWOMAN JOHNSON: You can prepare  
9 this for us to look -- do you have it written --

10 MR. PICKHARDT: I don't have, but we  
11 can provide an outline for the Board afterwards, if  
12 that would be helpful. So it's essentially a  
13 graduated option for the Town with respect to the  
14 percentage fee depending on the gross revenues.

15 What the investors have requested and  
16 really would like to propose is that that be  
17 modified slightly and that the graduation from five  
18 million -- I'm sorry the graduation from 5 percent  
19 to 6 percent start at a higher threshold amount of  
20 4 million dollars, but it also includes a threshold  
21 above that of going to 7 percent at 6 million  
22 dollars.

23 That is still sort of a point that's  
24 within discussion, but the vendor continues to be  
25 willing to have a structure that would include an

1 option --

2 COUNCILWOMAN JOHNSON: I'm sorry.

3 Are you referring to the catering  
4 facility at the Woodlands, every facility at the  
5 Woodlands? What exactly are you referring to?

6 MR. PICKHARDT: The entirety of the  
7 facilities.

8 COUNCILWOMAN JOHNSON: It's not broken  
9 down depending on what is being done with?

10 MR. PICKHARDT: No, it is not.

11 There is one concession agreement that  
12 covers the entirety of the Woodlands and so the  
13 fees --

14 COUNCILWOMAN JOHNSON: Was that your  
15 idea or their idea?

16 MR. PICKHARDT: That's based upon what  
17 the current agreement is. This is again, an  
18 addendum of the current agreement and that's how it  
19 was originally formed.

20 COUNCILWOMAN JOHNSON: Okay.

21 MR. PICKHARDT: Now, with respect to  
22 Tobay Beach, the monthly concession fees are  
23 currently and would be going forward, \$7,133 per  
24 month, and there would be increases of 4 percent  
25 every two years, and so that, again, is the same

1 schedule that exists in the current agreement that  
2 the investors are proposing. And that also --

3 COUNCILMAN COSCHIGNANO: Can we give  
4 those amounts one more time? I'm sorry.

5 MR. PICKHARDT: Sure.

6 At Woodlands, the current monthly  
7 amount is \$6,232. At Tobay, it's \$7,133, and the  
8 increases are 4 percent every two years as opposed  
9 to at Woodlands, it's 3 percent every year.

10 COUNCILMAN COSCHIGNANO: Thank you.

11 COUNCILMAN MACAGNONE: Excuse me.

12 Is Tobay based on Summer or it's based  
13 on all-year round?

14 MR. PICKHARDT: That would be the  
15 amount per month, but spread over the entire year.  
16 So the total amount -- I think what it comes down  
17 to at Tobay is about \$84,000 over the course of the  
18 year based upon the current amount at Woodlands  
19 it's around \$75,000, and, again, that fixed amount  
20 is no adjustment.

21 COUNCILWOMAN JOHNSON: \$75,000 per  
22 year?

23 MR. PICKHARDT: Correct, with the  
24 ability to change to the percentage basis at the  
25 Town's election.

1           There also has been discussion with the  
2 investors around the situations under which the  
3 Town could terminate the agreement if it wants to  
4 and similar to the existing agreement, the Town  
5 would be able to terminate the agreement certainly  
6 for a cause, but also at its own discretion as long  
7 as the reasons for its terminations are not  
8 arbitrary and capricious.

9           The basis for cause terminations would  
10 remain the same as the existing agreements with the  
11 addition of the fact that the Town would be able to  
12 terminate the concession agreements if the new  
13 investors did not meet its financial obligations to  
14 Phoenix.

15           So, in other words, if the  
16 concessionaire did not follow through with respect  
17 to making the payments that were necessary in order  
18 for the Town to obtain a full release from Phoenix  
19 with respect to any potential claims, that that  
20 would be grounds for a cause termination.

21           If there is a termination for cause,  
22 there would be no payment obligation from the Town  
23 to the concessionaire. Now, this is actually  
24 different than how the provisions currently read in  
25 respect of the Woodlands concession agreement where



1 the Woodlands concession agreement as it states,  
2 even i there is a termination for cause at any  
3 point between now and the year 2025, there would be  
4 a payment obligation of 2 million dollars and so  
5 this is frankly removing that provision that would  
6 provide for any payments on a situation where the  
7 Town has terminated for cause.

8 Now, if there was a termination at will  
9 or a termination for the Town's convenience, which  
10 would, as I said, be the Town's right to do at any  
11 point in time, the original agreements provide it  
12 for formulas with respects to the calculation of a  
13 fee that would be paid upon the Town's termination  
14 that is tied to the value of improvements that were  
15 made at the concessionaire's expense at the  
16 facilities.

17 And as I think the Board is aware, in  
18 fact, the SRB entities have made improvements at  
19 their own expense both at Woodlands and at Tobay  
20 Beach. Now, the proposal from the investors, what  
21 they said they would be willing to do, is if the  
22 Town was to terminate for convenience, that at  
23 Woodlands, the Town would owe a termination fee to  
24 them of 2.3 million dollars in respect of the past  
25 capital improvements that have been made by the SRB

1 concessionaires and that that amount of 2.3 million  
2 dollars would reduce over time because this is in  
3 respect of improvements that were made previously  
4 and that amount would reduce over time at 7 and a  
5 half percent per year. So it would basically go  
6 from that amount to Zero over the course of about  
7 13 years.

8 SUPERVISOR VENDITTO: Jonathan, you  
9 said a termination for convenience, meaning a  
10 termination that's without cause?

11 MR. PICKHARDT: That's correct.

12 Now, at Tobay Beach it is the same  
13 structure with respect to, you know, again if there  
14 is a termination without cause, that there would be  
15 a payment of \$700,000 that would go to the  
16 concessionaire in respect of the prior capital  
17 improvements that were made.

18 In addition at either Woodlands or  
19 Tobay to the extent that the concessionaire makes  
20 more improvements in the future, if they go out  
21 next year and all of this would be subject to  
22 approval of the Town, but if they let's say went  
23 and made a 2 million dollar improvement at the  
24 Woodlands, that the termination without cause would  
25 also include a payment for the amount of the

1 improvements that they made, which would be reduced  
2 by 5 percent per year.

3 So it, essentially, would be advertised  
4 over a period of twenty years and that this would  
5 in effect be a payment in consideration of past  
6 improvements plus present improvements.

7 Now, the current agreement with the SRB  
8 entities has a formula that works slightly  
9 differently. The current agreement with the SRB  
10 entities if there is a termination without cause, a  
11 termination at the Town's convenience, there is a  
12 formula that provides that they are entitled to a  
13 payment for the full value of all of the  
14 improvements that they have made up until that  
15 point, that is then subject to a reduction, but the  
16 formula to determine the reduction is based upon  
17 the number of years left in the contract.

18 If at Woodlands, there is 25 years left  
19 in the contract, then they're entitled to 100  
20 percent of the values of their historical  
21 improvement. At Tobay, it's twenty years.

22 In light of that, because of the  
23 current term of both of those agreements, which  
24 extend out more than twenty years at Woodlands and  
25 more than twenty years at Tobay, what that means is

1 that if there was under the current term agreement  
2 a termination without cause, that they would at  
3 least have an argument pursuant to the agreement  
4 that they are entitled to the full value of the  
5 improvements in place.

6 COUNCILMAN PINTO: I just want to  
7 understand this.

8 So if, by chance, you know, we enter an  
9 agreement and a year from now they miss a payment  
10 on the monthly rent, we can terminate with cause?  
11 They have no obligations to pay any of the capital  
12 improvement monies that was --

13 MR. PICKHARDT: That is correct.

14 There would be under the agreement a  
15 notice provision and an opportunity for them to  
16 cure, which is a standard process, but if they  
17 failed to make concession payments, that would be  
18 the ground to issue a default notice and if they  
19 failed to cure within sixty days in that default,  
20 then you could terminate, and that termination  
21 would involve no payments by the Town whatsoever to  
22 the concessionaire.

23 COUNCILMAN PINTO: Now, you mentioned  
24 the Singh family would have no operation.

25 You mean or work there, right?

1 MR. PICKHARDT: Correct. They would  
2 have no involvement in the overseeing of the site  
3 or in the background. That's what's been  
4 represented to us.

5 COUNCILMAN PINTO: I'm confused with  
6 new concessionaire and current concessionaires who  
7 own SRB.

8 Is this going to be -- is the Singh  
9 Family selling their investment to the new  
10 concessionaire owners or is there going to be a new  
11 company -- how is that going to work?

12 MR. PICKHARDT: Okay. So as we  
13 understand this, you know, as of 2015 and maybe in  
14 the late 2014, there were some new investors that  
15 came in that made investment in and became partial  
16 owner in some of the SRB entities that were  
17 operating the concessions at Woodlands and at  
18 Tobay. They also, over the course of 2015, those  
19 new investors became involved in the operations of  
20 Woodlands as we understand it and also at Tobay.

21 Now, what has happened since that time  
22 is that those investors and maybe there is one or  
23 two investors have joined that group have now taken  
24 over the entirety of the membership or ownership  
25 interest of the SRB Entities --

1 COUNCILMAN PINTO: So 100 percent  
2 ownership, both of SRB, this new -- do you have a  
3 list of those new owners?

4 MR. PICKHARDT: Yes, I do.

5 It's Ravinder Chopra. I think it's  
6 Jaggedest Poola, Minosh Niran and the last one the  
7 name is Patel and I can get you the first name.

8 COUNCILWOMAN JOHNSON: Do you know how  
9 much each shareholder gets paid of their stock of  
10 the corporation and how it was paid?

11 MR. PICKHARDT: No.

12 COUNCILWOMAN JOHNSON: Would we be able  
13 to get us that information?

14 MR. PICKHARDT: We can certainly  
15 request that this information be provided as to  
16 what the final arrangements were. There was no --  
17 the original concession agreements with the SRB  
18 Entities were with a corporate entity, the SRB  
19 concessions and catering corp at the Woodlands and  
20 SRB Concessions at Tobay.

21 There was no requirement under those  
22 agreements that if membership interest changed,  
23 that they had to provide that information to the  
24 Town, but we can certainly request that they  
25 voluntarily provide us with information as to what

1 was paid for those memberships of interests.

2 COUNCILWOMAN JOHNSON: And how many  
3 shares of stock each person holds, and do you have  
4 financial disclosure about those statements for  
5 each one of these individuals --

6 MR. PICKHARDT: There have been  
7 financial disclosures that have been provided in  
8 connection, frankly, with Phoenix because Phoenix  
9 is also concerned with respect to their financial  
10 arrears with all and we have access to those. So  
11 we can get the financial statements that have been  
12 provided to Phoenix.

13 COUNCILMAN PINTO: Just real quick, the  
14 new investors, Chopra, Poola, Doron and Patel, we  
15 were told we hired a company to vet them.

16 Can you just give us a brief  
17 explanation of how that process went.

18 MR. PICKHARDT: Sure, yes --

19 COUNCILMAN PINTO: By the way, nice  
20 meeting you today.

21 MR. PICKHARDT: Thank you, Councilman.

22 There was a company that was retained  
23 to vet the four investors that we had been advised  
24 of at that point in time.

25 COUNCILMAN PINTO: What was the

1 company's name?

2 MR. PICKHARDT: K-2 and they are a very  
3 experienced private investigation firm and it's  
4 part of their bread and butter to do these sort of  
5 investigations.

6 COUNCILMAN PINTO: Did you hire them or  
7 did the Town hire them?

8 MR. PICKHARDT: We hired them and so  
9 that was going to be my next point. We have  
10 provided to the Town's attorney's office the  
11 reports from K-2 and we're working with the Town's  
12 attorney's office to prepare a presentation on the  
13 backgrounds for the Board. So if I could defer  
14 that so that we can coordinate with the Town's  
15 Attorney's office on that presentation, I  
16 appreciate it.

17 COUNCILMAN PINTO: Thank you.

18 COUNCILMAN COSCHIGNANO: Mr. Pickhardt,  
19 it's nice to meet you as well. Thank you for being  
20 here.

21 So we'll get that information on the  
22 company and could we have some information about  
23 that company and who they are and what they are --

24 MR. PICKHARDT: Sure.

25 You mean each of the --



1 COUNCILMAN COSCHIGNANO: The K-2 --

2 MR. PICKHARDT: Absolutely --

3 COUNCILMAN COSCHIGNANO: And who K-2 is  
4 and I've heard about them and I know they're well  
5 known, but I don't know them. I would just like to  
6 know a little more about them.

7 MR. PICKHARDT: Absolutely. It's Jules  
8 Kroll's new private investigation firm. He's very  
9 well known, but I will be happy to get you some  
10 background information on them as well.

11 COUNCILMAN COSCHIGNANO: Could you  
12 share some of it now, only because there are people  
13 here now and they would probably be interested as  
14 well about that company?

15 MR. PICKHARDT: About K-2?

16 COUNCILMAN COSCHIGNANO: Yes, please.

17 MR. PICKHARDT: K-2, I mean, what I  
18 personally know about them again is Jules Kroll has  
19 been in the industry as a private investigator for  
20 as long as I've been an attorney and for many years  
21 before that.

22 Both my current firm and my prior firm,  
23 which handled, you know, a lot of very sensitive  
24 large investigations used both K-2 and used  
25 Kroll's, which was the prior private investigation

1 firm that he used.

2 We talked with the Town Supervisor and  
3 the Town Attorney with respect to what arranged  
4 private investigation firms that are capable of  
5 doing these types of private investigations work  
6 and K-2 seemed like the one, you know, that was  
7 most capable. This is, to be frank, one of their  
8 sort of a small project for them, as opposed to  
9 something that was a stretch for them. They're a  
10 very big company and they do these sort of  
11 investigations regularly.

12 COUNCILMAN PINTO: With regards to the  
13 new arrangement and new agreement, and you detailed  
14 that great for us, it was wonderful, is there  
15 anything in part of that we get the money that they  
16 owe us or is there still money they owe us?

17 MR. PICKHARDT: Well, with respect to  
18 the concession fees, the concession fees -- and I  
19 apologize, I don't know whether they sitting here  
20 right have some amount that they are in arrears on.

21 COUNCILMAN PINTO: Does anybody know  
22 that, how much is in arrears right now, because I  
23 think that's critical for us to get back what they  
24 owe us?

25 MR. PICKHARDT: Absolutely, and there

1 has been a commitment that there will be payment in  
2 full with respect to any arrears. So that's for  
3 certain. I just don't know whether that has  
4 occurred already or not. I know that the new  
5 investors last year came in, and, in fact, did  
6 bring the arrears down to Zero at least some point  
7 in time there has been some back and forth, but as  
8 far as where they sit right now today, I'm not  
9 sure. They have committed to bringing them down.

10 So whether there is an assignment to  
11 the new company, there is not going to be some  
12 obligation that is sitting out there from the old  
13 company. That will be --

14 COUNCILWOMAN JOHNSON: So the  
15 liabilities for the rest of the year are attached  
16 to the new corporation or will they?

17 MR. PICKHARDT: I think what you're  
18 asking is a legal question. So if I'm going to  
19 advise the Board on that, I think that's something  
20 probably we should go outside of the public  
21 session --

22 COUNCILWOMAN JOHNSON: If they did sell  
23 the entities and it was with these liabilities, is  
24 there another time could this transfer of the  
25 stocks or the assignment itself be a fraudulent

1 transfer if there are still liabilities from the  
2 previous corporation?

3 MR. PICKHARDT: Again, I think on those  
4 sorts of questions, which really get into legal  
5 assessments, it will probably be better to address  
6 them outside of the public session.

7 SUPERVISOR VENDITTO: Jonathan, we have  
8 two points of information, but before we do that --  
9 three points of information -- I don't want to  
10 embarrass myself, termination without cause, you  
11 injected probably rightfully so -- I was surprised  
12 to hear it, arbitrary and capricious, I wasn't -- I  
13 thought you didn't have to give a reason.

14 That's not so?

15 MR. PICKHARDT: That is as I understand  
16 it -- actually, there are two issues.

17 The investors have requested that there  
18 be a provision in the agreement that would require  
19 that the Town not act arbitrarily or capriciously  
20 with respect to the termination.

21 They have provided some authority in  
22 the form of a recent discovery by the New York  
23 Court of Appeals, which, you know, as reviewed  
24 concession agreements that's so provided.

25 I would defer to Mr. Sinnreich as the

1 municipal lawyer with respect to whether that  
2 standard applies independently of there being a  
3 provision in the agreement that says it applies.

4 SUPERVISOR VENDITTO: Okay, but it is a  
5 unilateral -- it's solely within the ambit of the  
6 Town?

7 MR. PICKHARDT: That is correct.

8 SUPERVISOR VENDITTO: So that the  
9 2 million dollar figure and the 700,000 figure  
10 would be something that we would only trigger by  
11 our actions and their actions --

12 MR. PICKHARDT: That is correct.

13 SUPERVISOR VENDITTO: Also, it came to  
14 my attention, I don't recall where, but over the  
15 course of the last month or so, that something was  
16 done by the so-called new investors in furtherance  
17 of making the first 2 million dollar payment.

18 Is that confirmed? Is that accurate?

19 MR. PICKHARDT: That's correct. They  
20 have made that first 2 million dollar payment to  
21 their lawyer and that amount is currently sitting  
22 in their lawyer's escrow account and so that money  
23 has been turned over and his lawyer has represented  
24 that he has the money and that is available for the  
25 payment that would be made if this transaction took

1 place.

2 SUPERVISOR VENDITTO: Improvements are  
3 still with the approval of the Town?

4 MR. PICKHARDT: That is correct.

5 There is one other point I want to make  
6 because I think it is a material term of the  
7 agreement with respect to improvement.

8 The agreements, the proposed agreement  
9 would provide that the investors could make  
10 improvements it would be subject to approval by the  
11 Town, but, in addition, under the terms of the  
12 proposal in light of the overall package, the  
13 investors have also insisted that there be a  
14 provision in the agreement that after they have  
15 satisfied the full obligations to Phoenix, such  
16 that the Town has been released out of any  
17 potential claim, that starting from that point  
18 going forward, that the Town would agree that  
19 after, if there was a reasonable proposal made with  
20 respect to improvements at Woodlands, that the Town  
21 would foot the bill for improvements at Woodlands  
22 up to a maximum out-of-pocket payment by the Town  
23 of 1.8 million dollars.

24 COUNCILWOMAN JOHNSON: That is solely  
25 at Woodlands --

1 MR. PICKHARDT: That is solely at  
2 Woodlands --

3 COUNCILWOMAN JOHNSON: For improvements  
4 to be offered by them --

5 MR. PICKHARDT: Correct. They would as  
6 it's described now, I think the thought would be  
7 discussions between the Town and the investors with  
8 respect to improvements that the Town was  
9 interested in making at the facilities and that the  
10 investors would consider to be helpful with respect  
11 to the concession, but it would be ultimately up to  
12 the Town to approve any improvements that were made  
13 pursuant to that provision; similarly, as it would  
14 be up to the Town to approve improvements that were  
15 made also at the concessionaires expense --

16 SUPERVISOR VENDITTO: And in all  
17 instances with these improvements, the Town should  
18 remain --

19 MR. PICKHARDT: That is correct.

20 COUNCILWOMAN ALESIA: What is the  
21 timeframe on that improvement?

22 MR. PICKHARDT: That improvement can be  
23 no earlier than when the full release is provided  
24 by Phoenix.

25 SUPERVISOR VENDITTO: Let's pause for a

1 second. I know there were three hands up.

2 Bob, I saw you --

3 COUNCILWOMAN JOHNSON: I have a quick  
4 question.

5 SUPERVISOR VENDITTO: Go ahead. Sure.

6 COUNCILWOMAN JOHNSON: If they are to  
7 pay the 6 million dollars by the first year's end,  
8 do they have that money? Do we know where that  
9 money is coming from? Do they need to get a loan  
10 or borrow to pay that balance without having his  
11 personal or any other disclosures? How do we know  
12 that they're good for it?

13 MR. PICKHARDT: Well, we can review and  
14 we will review with the Board, their personal  
15 financial disclosures. You know, my understanding  
16 from what I have seen is that these are individuals  
17 who have high net worths, but I also want to be  
18 clear they are individuals. It's not corporations  
19 who would be backing this entity.

20 SUPERVISOR VENDITTO: Okay. Bob, I saw  
21 your hand go up first. Point of information.

22 MR. FREIER: Who is effectively the  
23 CEO, who is the operator of the company of this new  
24 investor group? Who is the person in charge, and  
25 did I understand you correctly that they could



1 still get credit for improvements that SRB did that  
2 they did not pay for themselves?

3 MR. PICKHARDT: Well, it's a little bit  
4 complicated when you say that they didn't pay for  
5 it. These are currently the owners of the SRB  
6 entities.

7 MR. FREIER: Which include new  
8 investors?

9 MR. PICKHARDT: Correct, but they are  
10 new investors in the entity that make those  
11 improvements and subjectively and so forth would  
12 be -- that would be a party that would be entitled  
13 to a termination payment currently if was there a  
14 termination, you know, without cause at the  
15 facilities.

16 MR. FREIER: Who is the operator? Who  
17 is in charge of the new company?

18 MR. PICKHARDT: We did get that  
19 information. I mean, it's four individuals. My  
20 understanding is that all four of them have  
21 operational involvement. We haven't asked as far  
22 as what the hierarchy is among those four. We  
23 certainly can ask.

24 MR. FREIER: Did it come through in the  
25 vetting that at least the person that you mentioned

1 as one of the investors that he is technically,  
2 currently, a convicted felon?

3 MR. PICKHARDT: Who are you referring  
4 to?

5 MR. FREIER: Mr. Chopra.

6 MR. PICKHARDT: We did understand that  
7 Mr. Chopra had an infraction for driving while  
8 intoxicated.

9 MR. FREIER: With a child in the car.  
10 Thank you.

11 SUPERVISOR VENDITTO: There were three  
12 hands up.

13 Robert, I'm sorry.

14 MR. RIPP: I understand the original  
15 contracts were terminable at any time, but I'm just  
16 questionable, the new agreement to alleviate the  
17 Phoenix claim against the Town, we're now going to  
18 be relying on these individuals to make timely  
19 payments over a course of a year and a half.

20 I'm just curious if it was possible to  
21 terminate, you know, without cause, why would we  
22 want to put ourselves back in a position where  
23 we're relying on another entity to hold that end of  
24 the bargain, where we could wind up right back here  
25 in another year and a half, two years?

1 My second questions was, do you know  
2 what the total of capital improvements was at the  
3 Woodlands that actually at both facilities were  
4 actually performed and the large majority from, of  
5 my understanding of reading some of the indictments  
6 of some of the actions, the large majority of the  
7 funds that are questionable that Phoenix is looking  
8 to reappropriate were claimed to have been used on  
9 capital improvements?

10 So, for instance, if it turns out that  
11 there was a fraud there and some of the work wasn't  
12 done, will the new entity be responsible to do the  
13 work that was supposed to be done that we were  
14 possibly defrauded out of?

15 MR. PICKHARDT: With respect to the  
16 existing, you know, capital improvements at both  
17 Woodlands and at Tobay, the information that we  
18 have includes, you know, some work that was done,  
19 you know, for the Town.

20 It goes back a little while in time,  
21 but that confirms that as of late 2008, that there  
22 had been 4.95 million dollars of improvements that  
23 had been done at Woodlands, and by about 2008,  
24 there had been a little bit less than 1.8 million  
25 dollars in improvements that had been done at

1 Tobay.

2 Those amounts are also reflected in  
3 some of the prior agreements with the SRB entities,  
4 and it's frankly only those amounts that we have  
5 considered for purposes of thinking about what type  
6 of a termination fee might be reasonable in respect  
7 of the new entities.

8 Now, the amounts that you're talking  
9 about that were received by the SRB entities that  
10 were purportedly to be for capital improvements,  
11 but may never have been used for capital  
12 improvements post date that time period. It's 2011  
13 and 2012 and there certainly is no credit being  
14 given to the investors with respect to any  
15 improvements that are claimed to have been made  
16 based upon the receipt of those funds.

17 I also would note, as I described  
18 earlier, that the way that the current agreement  
19 works, is if there was a termination without cause,  
20 that you would look back to the value and it would  
21 be subject to reduction based upon a formula that  
22 as of today would provide for no reduction.

23 So when you're talking about there  
24 being 4.95 million dollars of improvements from  
25 2008 at Woodlands and 1.8 million dollars at Tobay,

1 the current SRB entities would have an argument  
2 that if there was a termination without cause  
3 today, that they would at minimum be entitled to  
4 payments of those full amounts because of the way  
5 the formula works under the new agreement.

6 So really what we've attempted to do in  
7 negotiations with the new investors is to say that  
8 we don't think that that is reasonable and to  
9 negotiate those amounts down so that the historical  
10 amount at Woodlands is 2.3 and the historical  
11 amount at Tobay is 700,000.

12 SUPERVISOR VENDITTO: Hold on. We have  
13 a 1A and a 34. So let's go to, sir, wearing the  
14 white shirt.

15 UNIDENTIFIED SPEAKER: I may have  
16 missed this in your presentation, but if the Board  
17 chooses not to initiate a contract with the new SRB  
18 entity or if it chooses to cancel that contract,  
19 whether for cause or not for cause, what, if  
20 anything, is our liability with Phoenix at that  
21 point?

22 MR. PICKHARDT: Part of what you're  
23 asking is a legal question. What I can tell you is  
24 that it is the position of Phoenix that it has the  
25 benefit of a forceable guarantee against the Town

1 for which it has made demands in the neighborhood  
2 of 15 million dollars.

3 If there was actually a lawsuit over  
4 those amounts, that amount might be higher or it  
5 might be lower than that. It is the Town's  
6 position that those guarantees are not enforceable.  
7 They are not enforceable because they were never  
8 authorized by this Board and never been authorized  
9 by the Town Board, and similarly, they were made  
10 derogation of State law because you can't have a  
11 guarantee, a municipality can't have a guarantee  
12 for a private entity or for a private individual,  
13 but that is subject to resolution, which is  
14 ultimately subject to a resolution by a court and  
15 you would have two parties, Phoenix who would be  
16 taking a position that those agreements are  
17 enforceable and the Town taking the position that  
18 they are not and, ultimately, there would need to  
19 be a resolution of that dispute.

20 UNIDENTIFIED SPEAKER: Just to be  
21 clear, this means that there could be a liability  
22 as little as Zero to some amount larger than 50  
23 million dollars on the part of the taxpayers of the  
24 Town?

25 MR. PICKHARDT: That is the theoretical

1 range if there wasn't a resolution in this point.

2 SUPERVISOR VENDITTO: Kevin Mack.

3 MR. MACK: Thank you.

4 Since I think you just mentioned that  
5 you really didn't know who would be operating under  
6 these four investors because these people with all  
7 this money I doubt will be the ones that will be  
8 operating it, and in the first session there was a  
9 lot of talk about experience of running a smaller  
10 operation, what experience do these four investors  
11 have and does the State Liquor Authority know about  
12 the felony charge -- I'm not sure if it's a charge  
13 or a conviction, does the State Liquor Authority  
14 know as we speak know about one of these partners  
15 taking over this other entity?

16 MR. PICKHARDT: With respect to your  
17 first question about their experience, this is a  
18 somewhat different situation than Tappen because we  
19 have individuals who have been, in fact, running  
20 these concessions for over a year.

21 So there actually has been a track  
22 record with these individuals and these essentially  
23 are the same team both at Woodlands and at Tappen.

24 I think it would be for others here to  
25 sort of advise with respect to what their

1 experience is with the current operators, but my  
2 understanding is that they have done a very good  
3 job at Woodlands.

4 SUPERVISOR VENDITTO: We can do that  
5 quick. I think we have actually touched on it at  
6 prior Town sessions, but Commissioner, you've been  
7 overseeing it. We'll get to the additional points  
8 of information.

9 Commissioner, you've been overseeing  
10 the tenure, if you will, for the so-called new  
11 investors.

12 Can you reiterate for the purposes of  
13 this session what it has been like, what your  
14 experience has been?

15 MR. NOCERINO: As of September when all  
16 of this indictment started, they have taken over  
17 running Woodlands and I can tell you from  
18 experience, I attended thirty weddings from  
19 September to December 31st to ensure the brides and  
20 their parents and their families that there would  
21 be no hiccups and I have to tell you, not only did  
22 they do a phenomenal job, I got nothing but  
23 compliments from the parents and the brides and now  
24 in January, even though the wedding season is a  
25 little slower, I've had a few phone calls that



1 things are going well up to this point.

2 So we -- as the Commissioner of Parks,  
3 I have not gotten any complaints about the  
4 facility, how it's being run from the patrons and  
5 or even the workers. It's a little slow on the  
6 workers because there has been a transition, but  
7 that has been resolved also.

8 COUNCILWOMAN JOHNSON: But,  
9 Commissioner, they haven't actually done any of the  
10 running of the concessions at Tobay, have they?

11 MR. NOCERINO: No. I don't believe so.  
12 We are working on cleaning to have it possibly  
13 open --

14 SUPERVISOR VENDITTO: Do you mean in  
15 the past or this year?

16 COUNCILWOMAN JOHNSON: This year as  
17 they take it over --

18 SUPERVISOR VENDITTO: They were there  
19 last Summer; were they not?

20 MR. NOCERINO: Last Summer, yes --  
21 after September, when all of this happened, but  
22 yes, one of them, Mr. Poola, has an interest and he  
23 was involved in Tobay Beach.

24 COUNCILWOMAN JOHNSON: Have you heard  
25 any of the comments about possibly being in default

1 with a bakery or addressing the baker? Has any of  
2 that come up and the baker taking them to small  
3 claims, judgment against them --

4 MR. NOCERINO: The only calls that I  
5 have received from, Councilwoman, from the Town,  
6 you know of the gas situation, the gas company and  
7 to take care of that. That's the only calls which  
8 I received.

9 COUNCILWOMAN JOHNSON: Do you know if  
10 there are any judgments against them presently from  
11 vendors that they are presently doing business  
12 with?

13 MR. PICKHARDT: I'm not aware of any.

14 COUNCILWOMAN JOHNSON: Could you find  
15 out for us?

16 MR. PICKHARDT: Sure.

17 COUNCILMAN MACAGNONE: Excuse me,  
18 Commissioner, when you visit the facilities, do you  
19 talk to the employees to make sure that their pay  
20 is up-to-date because I'm getting reports that  
21 they're lagging sometimes.

22 MR. NOCERINO: Their system is --

23 COUNCILMAN MACAGNONE: They're still a  
24 week behind their.

25 MR. NOCERINO: That's how their system

1 works --

2 COUNCILMAN MACAGNONE: But they're  
3 still a week behind that. They're supposed to get  
4 paid on the 10th and they're getting paid on the  
5 17th.

6 MR. NOCERINO: I am not aware of that,  
7 but I will investigate that.

8 COUNCILMAN MACAGNONE: Maybe you can  
9 have someone speak to the employees and see that it  
10 gets up-to-date, please.

11 MR. NOCERINO: I will definitely take  
12 care of that.

13 COUNCILMAN MACAGNONE: That's very  
14 important that the employees are being paid.

15 SUPERVISOR VENDITTO: Okay. This  
16 gentleman --

17 MR. MACK: Supervisor, he didn't answer  
18 the other part of my question about the liquor  
19 license --

20 MR. PICKHARDT: I actually don't know  
21 the answer to that question.

22 MR. MACK: I would think that would be  
23 a major concern.

24 Is that not a major concern?

25 MR. PICKHARDT: The question as to

1       whether --

2                   MR. MACK:   If he is one of the  
3       principals in this new entity, does the State know  
4       that he is a felon right now?

5                   MR. PICKHARDT:  We'll take a look into  
6       whether there was a disclosure as to his felonies  
7       to the State, and let the Board --

8                   SUPERVISOR VENDITTO:  Kevin, I'm just  
9       going to throw this out there, whatever the state  
10      requires and is for disclosure he'll have to make  
11      and the State will make a determination based on  
12      that.

13                  MR. MACK:  I'm just saying, it could  
14      affect the liquor license.  You could lose the  
15      liquor license tomorrow.

16                  SUPERVISOR VENDITTO:  I think we're all  
17      agreeing.  We're all agreeing.

18                  MR. MACK:  Okay.

19                  SUPERVISOR VENDITTO:  The gentleman who  
20      had his hand up for awhile.

21                  MR. SHEIK:  Yes, sir.

22                  My name is Asif and like the  
23      Councilwoman just mentioned, I am from that bakery,  
24      which caused (inaudible) and I am one of the main  
25      bakers supplying for this new investor group --

1 COUNCILMAN MACAGNONE: Could you come  
2 up to the podium please, sir? Could you start over  
3 please?

4 MR. SHEIK: Yes, thank you very much.

5 My name is Asif Sheik and I am the  
6 owner of Glendale Bakery, which was supplying stuff  
7 to the so-called new investor group and partly to  
8 Mr. Singh at that particular time when he was  
9 incarcerated and when he was up to some time  
10 incarcerated.

11 Singh introduced me to the new investor  
12 group and told me that these are the people who are  
13 going to take care of all the supplies and who will  
14 start to supply to them, and during that period, I  
15 was introduced to Mr. Chopra and, obviously, I also  
16 belong to the same community in the same -- I speak  
17 the same language. So I was approached by them and  
18 I started supplying.

19 They were supposed to make payments  
20 within a week. They did not make any payments for  
21 many, many weeks and I was getting encashed into a  
22 snowballing situation where I could not even stop  
23 the deliveries or I could not even ask them to  
24 enforce the payments.

25 Ultimately, what happened was that I

1 could not supply them and they threatened me, and  
2 at that particular time, Mr. Singh was also there  
3 and all of these so-called investors, they were  
4 also there and they said that I should supply them,  
5 which I refused to.

6 So they stopped all my payments at the  
7 Singleton and at the Woodlands and all the three  
8 places, and I just started sending them letters and  
9 e-mails to their accountants, to their financial  
10 advisors who they were to make the payments. They  
11 did not.

12 Ultimately, one day I called this guy,  
13 Ravinder Chopra. This guy Chopra and I said, they  
14 started talking to the accountants who keep on  
15 giving me just false hopes. Let me talk to the man  
16 and what he did was he started profanity on the  
17 telephone. He threatened me. He threatened to  
18 break my legs. He said if you come to Woodlands,  
19 this is what I'm going to do to you, and don't dare  
20 to come there.

21 So I checked out with my family. They  
22 said, you stay away from these people. These are  
23 crooks and we don't want any trouble with them.

24 After many deliberations, I went to a  
25 lawyer to see some likewise and during that period,

1 I filed a small claims court on Singletons, which  
2 owe \$7,000, but I filed for \$5,000 and during that  
3 filing, I got a judgment from The Court and the  
4 counselor was also there and they agreed to all of  
5 that paperwork because I keep a record of all the  
6 orders, the deliveries and all discussions on the  
7 e-mail and the letter that were supposed to be.

8 Anyways, my counselor he said that,  
9 like you don't get any money out of this \$5,000  
10 claim because they don't answer you. They don't  
11 talk to you and, as they promised, they were  
12 ordered by The Court, so why do you want to put  
13 this case also and spend 3 or \$4,000 against 7,000  
14 which they owe you and, obviously, I didn't have  
15 that kind of money to do that and, obviously, I was  
16 under pressure by my family, which still I am here  
17 until tonight. They didn't want me to come here  
18 and address this forum and I was told that, you  
19 know, they might hurt you. They might do this,  
20 they might do that.

21 Of course, yes, they could do that  
22 because Mr. Ravinder Chopra happens to be a felon.  
23 Mr. Ravinder Chopra abused my family. He used  
24 profanity and he has been brought into many Indian  
25 movies, I think, and that is what I can say and

1 where -- but he sometimes forgets that he is in the  
2 USA and in the USA they are very prima donnas over  
3 here like you see in India. That's all I can say.  
4 There are a couple of things that the counselor  
5 said and I would like to address to that as well.

6 SUPERVISOR VENDITTO: What's that now?

7 MR. SHEIK: He was asked as to who are  
8 the owners of SRB. SRB was until fifteen, twenty  
9 years back as I read, Ruby was 50 percent partner,  
10 Ravinder Chopra was 25 percent and 25 percent was  
11 Mr. Marra.

12 Now, they have added another two  
13 partners in there. The operation is led by Chopra.  
14 He is the main man. Then what they did that in  
15 order to avoid any litigation from vendors like me  
16 or suppliers like US or all the other big  
17 suppliers, they put in another fake company in  
18 there, which they call it the MS Hospitality Group.  
19 The person who was in charge of doing all these  
20 things is Sanjiv. Sanjiv is supposed to be the  
21 external manager and the right hand of Chopra. He  
22 has promised about many of times that he will take  
23 care of things.

24 Then there is another question who are  
25 these four people. Ravinder Chopra is the main



1 man. Who is managing that affair, it is Sanjiv.  
2 Ravinder Chopra is the main man. He is the person  
3 who is handling all the day-to-day affairs.

4 So Number Two, I would say that to the  
5 Town I would request and Town is very learned and  
6 very well educated and they have the ability that  
7 they should check up all the background checks on  
8 these people. They are individuals. They have  
9 never been into this business of catering and of  
10 hospitality, except that for one, two or  
11 three-month jobs which Sanjiv has it in a hotel in  
12 that, too, just in the administrative side just  
13 without them.

14 Now, the other thing is this that they  
15 are asking for 2.3 million dollars to be paid to  
16 the previous owners, which they have to pay as per  
17 the counsel. That 2.3 million dollars that we have  
18 to pay, they have -- they want their money back  
19 because they have paid this money to Singh and to  
20 other people while taking over his partnership from  
21 them. They have paid that money.

22 Singh won't give it to them just to  
23 walk in and now they want this particular amount  
24 also from you that also has to be checked and there  
25 are quite a few things.

1 I can write a big book on it, but the  
2 only thing I can say is this that according to  
3 Mrs. Singh, the mother of Singh, she says that  
4 these are crooks. She told me to stop delivering  
5 them because these are crooks and I couldn't stop  
6 and I finally found out that she is also a crook  
7 because she owed me money and that money she didn't  
8 pay. I have a family. I run it and my business  
9 was hurt bad. Now, the Town is not getting their  
10 money from him. I know that because you didn't get  
11 anything from them. Obviously, I am very much down  
12 in the line, but I would request that we should  
13 have people and when our Commissioner very nicely  
14 said and I have a lot of respect for him, that they  
15 are doing a fine job, they are not doing a fine  
16 job.

17 I am in the catering business. I deal  
18 with all the big hotels and the catering house of  
19 New York and especially Long Island. If you ask  
20 about me, they will tell you what kind of stuff I  
21 give. That is blood money. We make it with your  
22 hands and we deliver it to them and we meet the  
23 targets and the kind of stuff which he gets and was  
24 given because people are not interested in the  
25 food. They are interested in just having a nice

1 time and coming back.

2 So thank you very much and I appreciate  
3 your time.

4 SUPERVISOR VENDITTO: Thank you.

5 Bob Frier?

6 MR. FREIER: Hi. Just --

7 SUPERVISOR VENDITTO: Point of  
8 information.

9 MR. FREIER: Absolutely.

10 This rent that is 6,232 and then it  
11 goes up to 3 percent, which is \$186, can they sell  
12 that contract that they have with the Town because  
13 effectively a wedding there on a Saturday night  
14 could easily be over \$150,000. So a sixth and  
15 they're paying rent of \$6,232 including even  
16 potentially with a settlement, it sound like a  
17 really good deal that they could probably sell that  
18 agreement or that contract with the Town and make a  
19 killing off of that.

20 So can they sell that?

21 MR. PICKHARDT: They are under the new  
22 agreement they would not be permitted to either  
23 assign the agreement or for there to be a change of  
24 control.

25 In other words, a change of majority

1 holdings at the new concession company without the  
2 Towns consent.

3 So those two restrictions should  
4 prevent them from being able to sell the license --

5 MR. FREIER: But they technically -- I  
6 mean, why would the Town not agree if they had a  
7 buyer, for example and, you know, they've, met the  
8 qualifications, financial solvency and everything,  
9 they could potentially still sell it and the Town  
10 could agree with it?

11 MR. PICKHARDT: They're owners of a  
12 corporation. If they wanted to change the owners  
13 of the corporation and sell the corporation, they  
14 would be entitled to do that, again subject to not  
15 change or control without the Town's consent to the  
16 extent that they made an application to the Town  
17 and were interested in changing control of the  
18 corporation, the expectation would be that there  
19 would be a vetting with respect to the reasons and  
20 the individuals or corporations that would be  
21 taking over the company.

22 The Town would be entitled to conduct  
23 an assessment as to the transaction itself, as well  
24 as to the experience and backgrounds of the  
25 individuals who were going to be involved on that

1 control.

2 SUPERVISOR VENDITTO: All right.

3 Robert?

4 MR. RIPP: You had mentioned that

5 almost 6 million dollars in the capital

6 improvements are all there.

7 Have they been verified as actually

8 completed?

9 MR. PICKHARDT: I believe so, yes.

10 SUPERVISOR VENDITTO: Sure. You had

11 another questions.

12 UNIDENTIFIED SPEAKER: Just one more

13 point of clarification that roughly 75,000 and

14 85,000 dollars of the revenues that come to the

15 Town for Tappen and Woodlands, that's the sum total

16 of what they owe the Town for those facilities?

17 There is no percentage of gross involved at all?

18 MR. PICKHARDT: The existing agreement

19 provides for those fixed payments and at the Town's

20 election, the Town could switch it to a percentage

21 basis, if the Town wanted to, but it would be

22 either/or. It wouldn't be a mix of some fixed fee

23 and some percentage. It would be the Town's

24 decision, do they want that guaranteed fixed amount

25 or do they want to a have a percentage --

1 UNIDENTIFIED SPEAKER: Do we know what  
2 the revenues are from these two entities?

3 MR. PICKHARDT: We have tax returns not  
4 from last time, from the year before. The don't  
5 remember the number off the top of my head.  
6 They're between 1 million and 2 million at both  
7 locations, I believe.

8 COUNCILWOMAN JOHNSON: So you're saying  
9 going forward, it would be either/or, a fixed fee  
10 or a percentage, but it can't be a base plus a  
11 percentage?

12 I'm asking, is that what you guys have  
13 come to terms on now.

14 MR. PICKHARDT: This is a proposal as  
15 it has been made isn't either or we certainly --

16 COUNCILWOMAN JOHNSON: For the new  
17 amendment?

18 MR. PICKHARDT: Correct, and that is  
19 the case under the existing agreement.

20 COUNCILWOMAN JOHNSON: Okay.

21 MR. PICKHARDT: If the Town Board was  
22 interested in having us explore whether they would  
23 modify the proposal to have some type of a  
24 combination, you know, some fee approach, we  
25 certainly could ask if we could do that.

1 UNIDENTIFIED SPEAKER: Sir, I would  
2 just also like to remind the Board that we spent a  
3 lot of time before worried about whether 11 percent  
4 of revenue from the Carlyle Group was enough and  
5 we're talking about this with a fixed fee.

6 SUPERVISOR VENDITTO: We got it. It's  
7 pretty obvious it is --

8 UNIDENTIFIED SPEAKER: I think so.

9 SUPERVISOR VENDITTO: Point of  
10 information, please.

11 UNIDENTIFIED SPEAKER: I just want to  
12 make sure I was clear that the revenues that you  
13 mentioned on this particular project were 1 million  
14 to 2 million and earlier that Tappen Beach was said  
15 to be 900,000.

16 Am I correct in my numbers?

17 MR. PICKHARDT: Look, I don't remember  
18 off the top of my head. We do have -- again, the  
19 tax returns from two years and I would have to go  
20 back and refer, but we can take a look and advise  
21 as to what the most recent amount is --

22 UNIDENTIFIED SPEAKER: But Tappen Beach  
23 was said to be 900,000 earlier?

24 SUPERVISOR VENDITTO: Yes, that is  
25 correct.

1 Anything further, Jonathan?

2 MR. PICKHARDT: I think that was all  
3 the points with respect to the proposal.

4 Certainly, I am available if the Board  
5 has any other questions.

6 SUPERVISOR VENDITTO: Thank you.

7 All right, Mr. Muscarella.

8 COUNCILMAN MUSCARELLA: Supervisor, I  
9 move that this Town Board go into Executive Session  
10 to discuss matters regarding potential pending and  
11 current litigation.

12 COUNCILMAN MACAGNONE: Seconded.

13 SUPERVISOR VENDITTO: All in favor?

14 ALL: "Aye."

15 SUPERVISOR VENDITTO: So moved.

16 We are going to participate in  
17 Executive Session.

18 (Whereupon, Executive Session commenced  
19 at 1:29 p.m. and concluded at 4:50 p.m.)

20 SUPERVISOR VENDITTO: Ladies and  
21 gentlemen, if everyone would find seats, we will  
22 continue.

23 COUNCILMAN MUSCARELLA: Supervisor, I  
24 move to end the Executive Session. The Board took  
25 no action.



1 COUNCILMAN MACAGNONE: Seconded.

2 SUPERVISOR VENDITTO: All in favor?

3 ALL: "Aye."

4 SUPERVISOR VENDITTO: Opposed. So  
5 moved.

6 I guess, Mr. Muscarella, you have to  
7 reopen.

8 COUNCILMAN MUSCARELLA: I'd like to  
9 make a motion to reopen the meeting.

10 COUNCILMAN MACAGNONE: Seconded.

11 SUPERVISOR VENDITTO: All in favor.

12 ALL: "Aye."

13 SUPERVISOR VENDITTO: Opposed.

14 (No response.)

15 SUPERVISOR VENDITTO: So moved.

16 We are ready to proceed with the first  
17 hearing.

18 (Time noted: 4:45 p.m.)

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TOWN OF OYSTER BAY  
TOWN BOARD  
TOWN HEARING  
MAY 24, 2016  
4:51 p.m.

**HEARING - Traffic**

To consider amendments to the Code of the Town of Oyster Bay, New York, amending Chapter 233 of the said Code pertaining to parking, stopping, crossing, loading zones, thru traffic, trucking operations and other traffic regulations. (M.D. 4/26/16 #17).

JOHN VENDITTO  
SUPERVISOR

JAMES ALTADONNA JR.  
TOWN CLERK

P R E S E N T:

SUPERVISOR JOHN VENDITTO  
COUNCILMAN JOSEPH D. MUSCARELLA  
COUNCILMAN ANTHONY D. MACAGNONE  
COUNCILMAN CHRIS COSCHIGNANO  
COUNCILMAN JOSEPH G. PINTO  
COUNCILWOMAN REBECCA M. ALESIA  
COUNCILWOMAN MICHELE M. JOHNSON

A L S O P R E S E N T:

JAMES ALTADONNA JR., TOWN CLERK  
JAMES J. STEFANICH, RECEIVER OF TAXES  
LEONARD GENOVA, TOWN ATTORNEY  
THOMAS SABELLICO, SPECIAL COUNSEL/  
DEPUTY TOWN ATTORNEY

(Appearances continued on following page.)

I certify this is a true  
and accurate transcript.



\_\_\_\_\_  
LAUREN TORRES  
Official Reporter/Notary

**ORIGINAL TRANSCRIPT**

ALSO PRESENT:

DONNA B. SWANSON, DEPUTY TOWN ATTORNEY  
DIANE SMITH, OFFICE OF THE TOWN CLERK  
LINDA M. HERMAN, OFFICE OF THE TOWN CLERK  
PATRICE CAPUTO, LEGISLATIVE AFFAIRS,  
OFFICE OF THE TOWN ATTORNEY  
JUNE MASCIA, DEPUTY COMMISSIONER,  
DEPARTMENT OF GENERAL SERVICES  
FRANK M. SCALERA, CHIEF DEPUTY TOWN ATTORNEY  
MATTHEW M. ROZEA, ASSISTANT TOWN ATTORNEY,  
OFFICE OF THE TOWN ATTORNEY  
LOUIS IMBROTO, ASSISTANT TOWN ATTORNEY,  
OFFICE OF THE TOWN ATTORNEY  
MARTA KANE, DIRECTOR OF COMMUNITY RELATIONS,  
PUBLIC INFORMATION OFFICE  
BRIAN DEVINE, RESEARCH ASSISTANT,  
PUBLIC INFORMATION OFFICE  
STEVEN MARX, EXECUTIVE ASSISTANT,  
OFFICE OF THE EXECUTIVE  
ANDREW S. ROTHSTEIN, DIRECTOR OF OPERATIONS,  
OFFICE OF THE EXECUTIVE  
JOSEPHINE V. MACCHIA, ASSISTANT,  
OFFICE OF THE EXECUTIVE  
RALPH J. RAYMOND, DEPUTY TOWN CLERK  
RAYMOND T. SPAGNUOLO, DEPUTY TOWN CLERK  
CAROL A. FIORENZA, SECRETARY TO THE TOWN CLERK  
FRANK GATTO, ASSISTANT TO THE COMMISSIONER,  
DEPARTMENT OF GENERAL SERVICES  
VICKI SPINELLI, DEPUTY COMMISSIONER,  
DEPARTMENT OF HUMAN RESOURCES  
RICHARD LaMARCA, DIRECTOR, DEPARTMENT OF  
HUMAN RESOURCES  
TIMOTHY ZIKE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
BARRY BREE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PUBLIC SAFETY  
FRANK A. NOCERINO, COMMISSIONER,  
DEPARTMENT OF PARKS  
FRANK V. SAMMARTANO, DEPUTY COMMISSIONER,  
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS  
JAMES McCaffrey, DEPUTY COMMISSIONER,  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
ROBERT McEVOY, COMPTROLLER  
ROBERT DARIENZO, DIRECTOR OF FINANCE

1 SUPERVISOR VENDITTO: All right.

2 Ladies and gentleman, if everyone will  
3 find their seats, we will begin.

4 MR. ALTADONNA: To consider amendments  
5 to the Code of the Town of Oyster Bay, New York,  
6 amending Chapter 233 of the said Code pertaining to  
7 parking, stopping, crossing, loading zones, thru  
8 traffic, trucking operations and other traffic  
9 regulations.

10 SUPERVISOR VENDITTO: All right.

11 The Town of Oyster Bay, obviously, has  
12 among its many duties, the control of traffic and  
13 traffic signage on the streets of the Town and we  
14 have a number of items on today's calendar, which  
15 come to us in a multitude of ways. Resident's  
16 requests, observations by the Town petitioners  
17 themselves and just good old common sense, and so I  
18 don't think we have any speakers on this matter.

19 Do we?

20 MR. ALTADONNA: We did, but they left.

21 SUPERVISOR VENDITTO: I'm sorry. I  
22 meant proponents.

23 Is he in the audience?

24 No, I meant proponents of the hearing.

25 Is anyone speaking on behalf of the

1 Town other than what I just said? Do we have any  
2 speakers in the room who want to speak?

3 I'll do it this way.

4 Laura Schultz? Laura Schultz?

5 (No response from the audience.)

6 SUPERVISOR VENDITTO: Okay.

7 Mr. Altadonna, do we have any  
8 correspondence?

9 MR. ALTADONNA: We have affidavits of  
10 posting and publications. There are no other  
11 correspondence.

12 SUPERVISOR VENDITTO: All right.

13 Let's proceed with the --

14 COUNCILMAN MUSCARELLA: Supervisor, if  
15 I may make a motion that this public hearing be  
16 closed and the decision be reserved.

17 COUNCILMAN MACAGNONE: Seconded.

18 SUPERVISOR VENDITTO: All in favor?

19 ALL: "Aye."

20 SUPERVISOR VENDITTO: Opposed.

21 (No response.)

22 SUPERVISOR VENDITTO: So moved.

23 Mr. Altadonna, would you proceed with  
24 the call of the Regular Action Calendar?

25 MR. ALTADONNA: Yes.

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(Time noted: 4:52 p.m.)

TOWN OF OYSTER BAY  
TOWN BOARD  
ACTION CALENDAR  
MAY 24, 2016  
4:52 p.m.

JOHN VENDITTO  
SUPERVISOR

JAMES ALTADONNA JR.  
TOWN CLERK

P R E S E N T:

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COUNCILMAN JOSEPH D. MUSCARELLA  
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OFFICE OF THE TOWN ATTORNEY

(Appearances continued on following page.)

I certify this is a true  
and accurate transcript.



LAUREN TORRES  
Official Reporter/Notary

**ORIGINAL TRANSCRIPT**

ALSO PRESENT:

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DEPARTMENT OF ECONOMIC DEVELOPMENT  
ROBERT McEVOY, COMPTROLLER  
ROBERT DARIENZO, DIRECTOR OF FINANCE



1 SUPERVISOR VENDITTO: All right.

2 Ladies and gentleman, if everyone will  
3 find their seats, we will begin.

4 MR. ALTADONNA: Thank you.

5 May I have a motion to adopt Resolution  
6 No. TF 9-16?

7 Transfer Of Funds Resolution No.  
8 TF 9-16; Resolution relating to Transfer of Funds  
9 within various departments accounts for the Year  
10 2016.

11 On the motion?

12 COUNCILMAN MUSCARELLA: So moved.

13 COUNCILMAN MACAGNONE: Seconded.

14 MR. ALTADONNA: Motion made by  
15 Councilman Muscarella and second by Councilman  
16 Macagnone.

17 On the vote?

18 Supervisor Venditto?

19 SUPERVISOR VENDITTO: What number did  
20 you vote for?

21 MR. ALTADONNA: Only TF 9-16.

22 SUPERVISOR VENDITTO: Oh, only on the  
23 Personnel Resolution?

24 MR. ALTADONNA: Yes.

25 SUPERVISOR VENDITTO: I vote "Aye."

1 MR. ALTADONNA: Councilman Muscarella?

2 COUNCILMAN MUSCARELLA: "Aye."

3 MR. ALTADONNA: Councilman Macagnone?

4 COUNCILMAN MACAGNONE: "Aye."

5 MR. ALTADONNA: Councilman Coschignano?

6 COUNCILMAN COSCHIGNANO: "Aye."

7 MR. ALTADONNA: Councilman Pinto?

8 COUNCILMAN PINTO: "Aye."

9 MR. ALTADONNA: Councilwoman Alesia?

10 COUNCILWOMAN ALESIA: "Aye."

11 MR. ALTADONNA: Councilwoman Johnson?

12 COUNCILWOMAN JOHNSON: "Aye."

13 MR. ALTADONNA: Motion to adopt

14 Resolution No. TF 9-16 passes with seven "Ayes."

15 May I have a motion to adopt Resolution  
16 Nos. 250-2016 to 270-2016?

17 Resolution No. 250-2016; Resolution  
18 authorizing the adoption of the New York State  
19 Voluntary Defined Contribution Program as an  
20 alternative to the New York State and Local  
21 Retirement Systems and authorizing the Comptroller  
22 to begin payroll deductions for eligible employees.  
23 (M.D. 5/3/16 #4).

24 Resolution No. 251-2016; Resolution  
25 authorizing the property cleanup of 43 Maxwell

1 Drive, Westbury, NY be referred to Nassau County  
2 for placement on the Nassau County Tax Assessment  
3 Rolls. (M.D. 5/3/16 #6).

4 Resolution No. 252-2016; Resolution  
5 pertaining to an employee contribution to the  
6 New York State Voluntary Defined Contribution  
7 Program. (M.D. 5/10/16 #16 & 5/16/16 #11).

8 Resolution No. 253-2016; Resolution  
9 granting request from St. Rose of Lima Church,  
10 Massapequa, NY to use one roll-off container on  
11 July 11, 2016 through July 25, 2016 for their  
12 Family Festival fundraising event. (M.D. 5/3/16  
13 #15).

14 Resolution No. 254-2016; Resolution  
15 authorizing the property cleanup of 34 Bloomingdale  
16 Road, Hicksville, NY be referred to Nassau County  
17 for placement on the Nassau County Tax Assessment  
18 Rolls. (M.D. 5/3/16 #7).

19 Resolution No. 255-2016; Resolution  
20 authorizing the property cleanup of 20 Evelyn  
21 Drive, Syosset, NY be referred to Nassau County for  
22 placement on the Nassau County Tax Assessment  
23 Rolls. (M.D. 5/3/16 #8).

24 Resolution No. 256-2016; Resolution  
25 granting request from The Waterfront Center, to use

1 one roll-off container from June 3, 2016 through  
2 June 6, 2016 for their Bay Day event. (M.D.  
3 5/3/16 #16).

4 Resolution No. 257-2016; Resolution  
5 authorizing the property cleanup of 41 Atlas Lane,  
6 Hicksville, NY be referred to Nassau County for  
7 placement on the Nassau County Tax Assessment  
8 Rolls. (M.D. 5/3/16 #9).

9 Resolution No. 258-2016; Resolution  
10 authorizing the property cleanup of 63 Vanderwater  
11 Street, Farmingdale, NY be referred to Nassau  
12 County for placement on the Nassau County Tax  
13 Assessment Rolls. (M.D. 5/3/16 #10).

14 Resolution No. 259-2016; Resolution  
15 authorizing the property cleanup of 8 Ingram Drive,  
16 Hicksville, NY, be referred to Nassau County for  
17 placement on the Nassau County Tax Assessment  
18 Rolls. (M.D. 5/3/16 #11).

19 Resolution No. 260-2016; Resolution  
20 pertaining to settlement of negligence claim; GEICO  
21 a/s/o Thomas W. Carriero. Account No. TWN AMS 1910  
22 43020 602 0000 000. (M.D. 5/10/16 #7).

23 Resolution No. 261-2016; Resolution  
24 granting request from New York Autofest, for Town  
25 assistance in conducting a charity car show on

1 September 4, 2016, in conjunction with several  
2 Oyster Bay businesses to benefit Have a Heart  
3 Children's Cancer Society and to use various Town  
4 equipment for the event. (M.D. 5/10/16 #9).

5 Resolution No. 262-2016; Resolution  
6 authorizing the acceptance of donations collected  
7 by the Plainedge Alumni Association to partially  
8 fund the cost associated with the development and  
9 production of a bronze memorial statue to be  
10 erected in Plainedge Park to honor Detective First  
11 Rank Brian Moore. (M.D. 5/10/16 #13).

12 Resolution No. 263-2016; Resolution  
13 pertaining to the Town's Public Employee Blanket  
14 Bond Insurance for the period December 31, 2015  
15 through December 31, 2016. Account No. TWN AMS  
16 1910 43030 601 0000 000. (M.D. 5/10/16 #8).

17 Resolution No. 264-2016; Resolution  
18 granting request from the Locust Valley Chamber of  
19 Commerce, for Town assistance in conducting their  
20 7th Annual Summer Art Walk Festival on May 28, 2016  
21 and to use various Town equipment for the event.  
22 (M.D. 5/10/16 #17).

23 Resolution No. 265-2016; Resolution  
24 granting request from The Waterfront Center, for  
25 Town assistance in hosting Bay Day on June 5, 2016,

1 to utilize the entire Beekman Beach area and to use  
2 various Town equipment for the event. (M.D.  
3 5/10/16 #10).

4 Resolution No. 266-2016; Resolution  
5 pertaining to the filing of the Town of Oyster Bay  
6 External Audit Report Single Audit Report for the  
7 period ended December 31, 2014 and publication of a  
8 public notice for said report. (M.D. 5/10/16 #4).

9 Resolution No. 267-2016; Resolution  
10 directing the Town Clerk to advertise a notice of  
11 hearing in connection with a proposed Local Law  
12 entitled: "A Local Law to Amend Chapter 30, Ethics  
13 and replacing with a New Chapter 30, Ethics."  
14 Hearing Date: June 21, 2016. (M.D. 5/10/16 #6).

15 Resolution No. 268-2016; Resolution  
16 directing the Town Clerk to advertise a notice of  
17 hearing in connection with a proposed Local Law  
18 entitled: "A Local Law to Amend Local Law No.  
19 1-2015, authorizing a Local Retirement Incentive  
20 Program for the Eligible Employees of the Town of  
21 Oyster Bay." Hearing Date: June 21, 2016. (M.D.  
22 5/10/16 #12).

23 Resolution No. 269-2016; Resolution  
24 pertaining to amendments to parking restrictions in  
25 Municipal Parking Lot G-2, Glen Head. NY. (M.D.

1 5/10/16 #11 & 5/16/16 #22).

2 Resolution No. 270-2016; Resolution  
3 authorizing a Stipulation of Settlement in  
4 connection with an employee disciplinary hearing.  
5 (M.D. 5/10/16 #19).

6 On the motion?

7 COUNCILMAN MUSCARELLA: So moved.

8 COUNCILMAN MACAGNONE: Seconded.

9 MR. ALTADONNA: Supervisor, you did  
10 have speakers. I don't know if they are still  
11 present. You had speakers on 252, 267 and 270.

12 SUPERVISOR VENDITTO: Do you have the  
13 names? I'll call them out.

14 MR. ALTADONNA: They're there.

15 SUPERVISOR VENDITTO: I'm sorry.

16 Lisa Hahn? Lisa Hahn?

17 COUNCILWOMAN ALESIA: My office spoke  
18 to her.

19 SUPERVISOR VENDITTO: Robert Ripp?  
20 Robert Ripp?

21 Go ahead, Jim.

22 MR. ALTADONNA: Motion made by  
23 Councilman Muscarella, seconded by Councilman  
24 Macagnone.

25 On the vote, Supervisor Venditto?

1 SUPERVISOR VENDITTO: "Aye."

2 MR. ALTADONNA: Councilman Muscarella?

3 COUNCILMAN MUSCARELLA: "Aye."

4 MR. ALTADONNA: Councilman Macagnone?

5 COUNCILMAN MACAGNONE: "Aye."

6 MR. ALTADONNA: Councilman Coschignano?

7 COUNCILMAN COSCHIGNANO: "Aye."

8 MR. ALTADONNA: Councilman Pinto?

9 COUNCILMAN PINTO: "Aye."

10 MR. ALTADONNA: Councilwoman Alesia?

11 COUNCILWOMAN ALESIA: "Aye."

12 MR. ALTADONNA: Councilwoman Johnson?

13 COUNCILWOMAN JOHNSON: "Aye."

14 MR. ALTADONNA: Motion to adopt

15 Resolution Nos. 250-16 to 270-16 passes with seven

16 "Ayes."

17 We have a walk-on, Supervisor.

18 SUPERVISOR VENDITTO: Proceed.

19 MR. ALTADONNA: We have a motion to

20 Suspend the Rules and add the following walked-on

21 Resolution No. 271-16, which is a Resolution

22 relating to food and beverage concession services

23 at Tappen Beach, Glenwood Landing and authorizing

24 the Town Attorney to negotiate an agreement with

25 Carlyle Catering.



1 On the motion?

2 COUNCILMAN MUSCARELLA: So moved.

3 COUNCILMAN MACAGNONE: Seconded.

4 MR. ALTADONNA: Motion made by  
5 Councilman Muscarella.

6 Seconded by Councilman Macagnone.

7 On the vote --

8 COUNCILMAN COSCHIGNANO: Hold on.

9 Before we vote, are we getting --

10 COUNCILMAN MACAGNONE: Are we getting a  
11 copy of this --

12 SUPERVISOR VENDITTO: Whoa. Hold on.

13 Do we have a copy of the Resolution?

14 MR. ALTADONNA: Yes.

15 SUPERVISOR VENDITTO: Okay. Let's  
16 start with that.

17 The update, I think, was on the one  
18 with Tobay. Okay.

19 Why don't we have the Resolution read  
20 out loud? Wouldn't that be the best thing?

21 MR. ALTADONNA: Sure. We're just  
22 suspending right now.

23 COUNCILMAN COSCHIGNANO: This is just  
24 suspending the rules right now.

25 SUPERVISOR VENDITTO: Board members

1 need a copy of the Resolution and then we'll have a  
2 copy read out loud.

3 In the meantime, I think we can bring  
4 it back on the vote.

5 MR. ALTADONNA: On the vote.

6 Supervisor Venditto?

7 SUPERVISOR VENDITTO: "Aye."

8 MR. ALTADONNA: Councilman Muscarella?

9 COUNCILMAN MUSCARELLA: "Aye."

10 MR. ALTADONNA: Councilman Macagnone?

11 COUNCILMAN MACAGNONE: "Aye."

12 MR. ALTADONNA: Councilman Coschignano?

13 COUNCILMAN COSCHIGNANO: "Aye."

14 MR. ALTADONNA: Councilman Pinto?

15 COUNCILMAN PINTO: "Aye."

16 MR. ALTADONNA: Councilwoman Alesia?

17 COUNCILWOMAN ALESIA: "Aye."

18 MR. ALTADONNA: Councilwoman Johnson?

19 COUNCILWOMAN JOHNSON: "Aye."

20 MR. ALTADONNA: Motion to suspend the

21 Rules and proceed with the Added walked-on

22 Resolution No. 271-16 passes with seven "Ayes."

23 SUPERVISOR VENDITTO: I'll read it out

24 loud.

25 The walked-on Resolution No. 271-16

1 reads as follows:

2 "WHEREAS, the Town of Oyster Bay had  
3 previously entered into a licensing agreement,  
4 dated July 16, 2013 with HDS Tappen Beach, Inc. to  
5 secure the services of HDS to operate the food and  
6 beverage concession service at Tappen Beach Landing  
7 and.

8 "WHEREAS, a letter dated, September 17,  
9 2015, the Town served HDS with a Notice of Default,  
10 and.

11 "WHEREAS, on May 12, 2016, the Town  
12 terminated the license agreement with HDS and on  
13 May 16, 2016 issued an emergency request for  
14 proposals to secure a new food and beverage  
15 concession service and.

16 "WHEREAS, on May 19, 2016 four written  
17 proposals were received, which were graded on  
18 May 19, 2016 in accordance with the Town's procured  
19 policy and.

20 "WHEREAS, by memorandum, dated May 23,  
21 2016, Frank A. Nocerino, Commissioner of the  
22 Department of Parks, recommended that the Town  
23 enter into a license agreement with Carlyle  
24 Catering, 99 Baker Meeting House Road, Farmingdale,  
25 New York, 11735 to provide food and beverage

1 concession service at Tappen Beach for the period  
2 of May 24, 2016 through October 16, 2016.

3 "NOW, THEREFORE, BE IT RESOLVED, That  
4 the above-mentioned recommendations are hereby  
5 approved by the Town attorneys authorized to  
6 negotiate an agreement with Carlyle Catering and  
7 the Supervisor is hereby authorized to execute any  
8 and all documents necessary to enter into an  
9 agreement with Carlyle Catering for food and  
10 beverage service concession services for the period  
11 May 24, 2016 through October 16, 2016."

12 End of Resolution.

13 MR. ALTADONNA: May I have a motion to  
14 walk-on Resolution No. 271-16?

15 On the motion?

16 COUNCILMAN MUSCARELLA: So moved.

17 MR. ALTADONNA: Seconded?

18 COUNCILMAN MACAGNONE: Before I second,  
19 do we want to go into the details that were worked  
20 out?

21 SUPERVISOR VENDITTO: You can have  
22 counsel do that.

23 COUNCILMAN COSCHIGNANO: Yes, please,  
24 can we do that?

25 SUPERVISOR VENDITTO: Okay.

1 Attorney Sinnreich, if you would come  
2 forward and I think perhaps relay to the Board and  
3 the public the salient points of the agreement with  
4 Carlyle.

5 MR. SEINNRICH: Supervisor and Members  
6 of the Board, the salient points, of course, the  
7 final agreement will be negotiated as to the  
8 Resolution, on that the Carlyle Group will come in  
9 to operate the existing concession agreement, the  
10 existing concession facility beginning this  
11 weekend, and we have been assured that they have  
12 the ability to do that through October 16th of this  
13 year.

14 That the fee to the Town, which has  
15 been somewhat modified since we received the  
16 original proposal will be a 13 percent of gross  
17 revenues royalty on sales with a \$50,000 payment  
18 due on the execution of the agreement that there  
19 will be no requirement given the shortness of this  
20 one season agreement for any capital improvements.

21 Those are the salient terms. The RFP  
22 and the resulting contract have the usual terms in  
23 terms of insurance and other kinds of requirements  
24 typically of such concession agreements for the  
25 Town of Oyster Bay.

1 SUPERVISOR VENDITTO: Do we have a --

2 COUNCILMAN MACAGNONE: I don't have a  
3 problem with that.

4 I'll second.

5 Thank you.

6 MR. ALTADONNA: Motion made by  
7 Councilman Muscarella, seconded by Councilman  
8 Macagnone.

9 On the vote.

10 Supervisor Venditto?

11 SUPERVISOR VENDITTO: I vote "Aye."

12 MR. ALTADONNA: Councilman Muscarella?

13 COUNCILMAN MUSCARELLA: "Aye."

14 MR. ALTADONNA: Councilman Macagnone?

15 COUNCILMAN MACAGNONE: "Aye."

16 MR. ALTADONNA: Councilman Coschignano?

17 COUNCILMAN COSCHIGNANO: I vote "Aye."

18 Mr. Sinnreich, I just wanted to thank  
19 you because of your work with the Board today and  
20 because of the extra time put in, we were able to  
21 take two alternatives and make one viable  
22 alternative, which I think is the best of all that  
23 was received and we get to move forward with our  
24 strongest because of your hard work, so thank you.

25 I vote "Aye."

1 MR. SEINNRICH: My pleasure.

2 MR. ALTADONNA: Councilman Pinto?

3 COUNCILMAN PINTO: "Aye."

4 MR. ALTADONNA: Councilwoman Alesia?

5 COUNCILWOMAN ALESIA: "Aye."

6 MR. ALTADONNA: Councilwoman Johnson?

7 COUNCILWOMAN JOHNSON: "Aye."

8 MR. ALTADONNA: Motion to adopt  
9 walked-on Resolution No. 271-16 passes with seven  
10 "Ayes."

11 SUPERVISOR VENDITTO: Counselor,  
12 Jonathan Pickhardt, I know that you wanted to  
13 correct the record on some information you got  
14 after we entered into the Executive Session, I  
15 think.

16 MR. PICKHARDT: Yes.

17 Mr. Supervisor, during the meeting  
18 portion earlier today, I was asked a point of  
19 information with regard to what the revenues are at  
20 for the two companies that are managing the  
21 concessions at Tobay and at the Woodlands.

22 During the break, I was able to confirm  
23 that in 2014, the annual revenues for SRB  
24 concessions, which is the concession at Tobay was  
25 2.5 million dollars approximately, and that the

1 revenues for SRB Concession and Catering Corp. was  
2 approximately 2.9 million dollars also for 2014.

3 SUPERVISOR VENDITTO: Thank you for  
4 your hard work today too as well.

5 All right.

6 Mr. Muscarella, I'll take a motion.

7 COUNCILMAN MUSCARELLA: Supervisor,  
8 I'll make a motion to adjourn the meeting.

9 COUNCILMAN MACAGNONE: Seconded.

10 SUPERVISOR VENDITTO: All in favor?

11 ALL: "Aye."

12 SUPERVISOR VENDITTO: Opposed.

13 (No response.)

14 SUPERVISOR VENDITTO: So moved.

15 We are ready to proceed with our public  
16 commentary.

17 (Time noted: 5:05 p.m.)

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