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**VILLAGE OF LYNBROOK**

**ONE COLUMBUS DRIVE**

**LYNBROOK, NEW YORK**

**BOARD OF TRUSTEE MEETING**

**NOVEMBER 16, 2020**

**7:00 P.M.**

**BEFORE: ALAN C. BEACH**

**MAYOR**

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**APPEARANCES :**

- DEPUTY MAYOR MICHAEL HAWKHURST
- TRUSTEE ANN MARIE REARDON
- TRUSTEE ROBERT BOCCIO
- TRUSTEE HILARY BECKER
- VILLAGE ADMINISTRATOR JOHN GIORDANO
- VILLAGE ATTORNEY THOMAS ATKINSON



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MAYOR BEACH: Good Evening, everyone and welcome to the Board Meeting of November 16<sup>th</sup>.

I will ask Citizen Taxpayer to lead us in the Pledge of Allegiance. Page | 3

CITIZEN TAXPAYER GREENBERG: Hand over heart.

(Whereupon, the Pledge of Allegiance was heard. After, the following ensued.)

MAYOR BEACH: Welcome, everyone, Mike, why don't you get those items out of the way.

DEPUTY MAYOR HAWXHURST: Just a couple of announcements before we start, first, we want to welcome two new members to our Fire Department and I apologize if I mispronounce anybody's names incorrectly.

We have Susan Dominguez for Emergency Medical Company and Marie Cacciatore, also from Emergency Medical Company.

We want to thank them for their service and wish them all the luck in their career.

(Whereupon, applause from the audience was heard. After, the following ensued.)

1 DEPUTY MAYOR HAWXHURST: And, the second  
2 announcement, for the past fifteen years, Nassau  
3 County Firefighters Operation Wounded Warriors has  
4 been supporting and helping our Wounded Warriors <sup>Page | 4</sup>  
5 and each year Nassau County Firefighters including  
6 Members of the five Fire Departments of the 4<sup>th</sup>  
7 Battalion Fire District travel down the East Coast  
8 to military hospitals and rehab units to bring  
9 Christmas and Holiday Cheer to those wounded men  
10 and women and their children.

11 Every firehouse in the East Rockaway,  
12 Lakeview, Lynbrook, Malverne and Rockville Centre  
13 is involved in accepting non-perished food items  
14 for this cause from the general public.

15 People who wish to help, can drop the food  
16 items off at any firehouse Sunday, November 15<sup>th</sup>  
17 and Sunday, November 22<sup>nd</sup>, and at the Lynbrook Fire  
18 headquarters on Sunday, November 29<sup>th</sup> between 10:00  
19 a.m. and 12:00 noon.

20 Persons seeking additional information can  
21 contact Lynbrook FX Chief, Kevin Bean at 516, 993-  
22 6074. Thank you.

23 MAYOR BEACH: Thank you, Deputy Mayor.

24 Good Evening and welcome. We have a Public  
25 Hearing tonight, actually there are two Public

1 Hearings, so, when the Public Hearing comes up, I  
2 think one is Number 5 on the agenda, I think that  
3 is the first one, so, citizens can participate  
4 in both Hearings if they are at home, they can  
5 call us at 516-599-2828.

6 And, I will repeat that, again, later on,  
7 just to get it out there as soon as possible when  
8 we come up to the Public Hearing.

9 First on the agenda are the Minutes of  
10 October 19<sup>th</sup>, has the Board had an opportunity to  
11 review them?

12 (Whereupon, "yes, Mayor" was heard. After  
13 the following ensued.)

14 MAYOR BEACH: Are there any changes?

15 (Whereupon, "no, Mayor," was heard. After,  
16 the following ensued.)

17 MAYOR BEACH: Motion to accept the Minutes.

18 TRUSTEE BECKER: So moved.

19 TRUSTEE REARDON: Second.

20 MAYOR BEACH: All in favor?

21 (Whereupon, a vote of Aye was heard by all.  
22 After, the following ensued.)

23 MAYOR BEACH: Thank you.

1 A Board Meeting adjustment in December,  
2 move the December 7<sup>th</sup> Meeting and 21<sup>st</sup> to December  
3 14<sup>th</sup>.

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4 A Motion?

5 DEPUTY MAYOR HAWXHURST: So moved.

6 TRUSTEE REARDON: Second.

7 MAYOR BEACH: All in favor?

8 (Whereupon, a vote of Aye was heard from  
9 all. After, the following ensued.)

10 MAYOR BEACH: And, there is a brief message  
11 from the Community Chest, a report, please.

12 Community Chest is something that Laura  
13 runs and it has been very helpful during this  
14 period, during this COVID period.

15 LAURA RYDER: Thank you, Mr. Mayor, Board,  
16 for giving me the opportunity to speak for a few  
17 moments, tonight.

18 As you know, I recently gave a report about  
19 the work that the Community Chest and the  
20 Community CARES Committees have done since the  
21 onset of the pandemic in March and, um, the amount  
22 of families that we provided, um, not only  
23 financial assistance but also service-based  
24 assistance, as well.

1 And, um, we have also participated in  
2 several food drives over the last several months  
3 for Our Lady of Peace Food Pantry.

4 And, we did a bit of work with Saint  
5 Raymond's Food Pantry, as well.

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6 And, what we have come to realize is that  
7 People are still suffering an people are still  
8 hurting, even though a lot of people are back to  
9 work, there are still many, many families that are  
10 suffering and feeling the effects of, um, COVID-19  
11 and being out of work.

12 So, um, what the Community Chest is going  
13 to do for this Thanksgiving is that we are going  
14 to offer to any Lynbrook Family in need a full  
15 Thanksgiving Turkey including, um, the Turkey,  
16 itself and all of the side dishes and dessert and  
17 all of that.

18 No questions asked. Anybody needs help, we  
19 are here.

20 (Whereupon, applause was heard. After, the  
21 following ensued.)

22 LAURA RYDER: Thank you.

23 And, of course, it is free of charge and we  
24 will deliver it to whomever and it will be a day  
25 or two before Thanksgiving.

1 It is going to be uncooked. We will  
2 provide everyone with the food. They have to cook  
3 it, but, if people would like us to do that, um,  
4 for their family, if they can reach me through Page | 8  
5 your office, Mr. Mayor and they can leave a  
6 message, their name and phone number and um,  
7 I will call them back and we will make all the  
8 arrangements.

9 And, I have a wonderful Committee.

10 We work tremendously together. We are  
11 going to put baskets together and we are going to  
12 deliver them for anybody in need within the  
13 Village of Lynbrook.

14 MAYOR BEACH: Thank you, very nice. But,  
15 there is just one comment, you will be calling my  
16 office and speak to my Secretary so it is you and  
17 Sue are the only people that are going to know  
18 this.

19 LAURA RYDER: Everything with the Community  
20 Chest is anonymous.

21 We know it can be difficult times to ask  
22 for help, particularly financial help, but I think  
23 everyone in this room at some point in their life  
24 had to ask for help for somebody.



1 So, what we do with the Community Chest, we  
2 keep it anonymous so nobody's name will ever get  
3 out there.

4 There is no reason to feel ashamed or Page | 9  
5 embarrassed.

6 We are here to help and we want to help and  
7 that is why we were created for.

8 So, please, they can reach me through your  
9 office. Just call. Just leave your name and  
10 phone number.

11 They don't even have to say why and I will  
12 call anyone back and the conversations will be  
13 completely confidential.

14 MAYOR BEACH: Thank you very much.

15 LAURA RYDER: Thank you and one last thing,  
16 if anyone - - usually around this time of year, I  
17 come and give a brief presentation to the Board  
18 just reiterating all the proceeds from the  
19 Community Chest are one hundred percent donated  
20 based from, um, local businesses and also  
21 residents and around Christmastime, the holiday  
22 season, people are looking for a charity to give  
23 to, so, please, always keep in mind and consider  
24 Community Chest because we help our neighbors, our

1 next door neighbors and our friends and family  
2 members right, here, in Lynbrook.

3 So, please, keep us in mind.

4 And, any donations can be sent to your  
5 office.

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6 MAYOR BEACH: Thank you. Thank you very  
7 much.

8 (Whereupon, applause from the audience.  
9 After, the following ensued.)

10 MAYOR BEACH: Item Number 4 is the adoption  
11 of the ballfield use policy.

12 I still have some questions on this. I  
13 recommend to the Board that we table it.

14 I know there are some other questions from  
15 Trustee Boccio.

16 I make a recommendation to table this to  
17 next month.

18 DEPUTY MAYOR HAWXHURST: So moved.

19 TRUSTEE REARDON: Second.

20 MAYOR BEACH: All in favor?

21 (Whereupon, a vote of aye was heard by all.  
22 After, the following ensued.)

23 MAYOR BEACH: Next, let me see, 7:09, I  
24 like to open up the Public Hearing for - - this  
25 is for the Village adoption Chapter 24 for the

1 Community Choice Aggregate Energy Program to allow  
2 the Incorporated Village to procure energy supply  
3 service for their residents and commercial  
4 customers will have the opportunity to opt out of  
5 the procurement while maintaining transition and  
6 distribution service utility.

7 I was just going to call you up, Tom. I  
8 will let you explain it better than I would be  
9 able to.

10 VILLAGE ATTORNEY ATKINSON: What is before  
11 the Board, tonight is the adoption of a new  
12 Section of the Village Code.

13 And, this Village Code, you would have the  
14 authority to do so under the New York Municipal  
15 Home Rule Law Section 10-I,ii-12 and everyone at  
16 home, like when I give the official site, what  
17 essentially happens under the New York State  
18 Public Service Commission and this is getting some  
19 traction State-wide.

20 It is still, I would say, there are some  
21 experts, here, to discuss the actual program,  
22 itself but Lynbrook would be more at the forefront  
23 of adopting this type of legislation, which would  
24 simply allow the Village to aggregate its buying  
25 power for both natural gas and electricity

1 underneath the statute and receive quotes from  
2 either Good Energy or a number of other providers  
3 to purchase in bulk either natural gas or  
4 electricity.

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5 Um, so, what is before the Board, to be  
6 clear, is the enactment of a statute that allows  
7 you to do so.

8 It doesn't necessarily mean you will do so.

9 It is just something really good to have on  
10 the books.

11 I am absolutely here to answer any  
12 questions regarding the legislative process of it  
13 or the statute itself.

14 But, um, Mr. Edward Carey from Good Energy  
15 is here to talk about the program which is more  
16 substantive, um, aspect, um, might be fruitful for  
17 the Board to listen to and the people at home  
18 too, as well. Mr. Carey?

19 MAYOR BEACH: Welcome, Mr. Carey.

20 MR. CAREY: Mayor, Council, how are you?

21 I am here with my colleague, Herve Barrows.

22 I just want to say thanks, again, for  
23 allowing us to speak tonight.

24 And, what we are here to talk about is, um

25 - -

1 MAYOR BEACH: Could I interrupt you before  
2 you get started and give the public an opportunity  
3 to know that they can call in for any questions  
4 for this Public Hearing. Page | 13

5 And, that number, again, is 516-992-2828.  
6 But I ask you to let Mr. Carey finish before you  
7 call.

8 MR. CAREY: Thank you, Mayor.

9 And, I have some literature, here, if  
10 anyone wants it.

11 I work for Good Energy.

12 And, we are a national company of five  
13 offices.

14 We are up in Boston, headquartered in New  
15 York City, Illinois and Dallas, Texas and in  
16 California.

17 And, we run probably over three hundred  
18 CCA's across the Country.

19 So, we basically have probably over close  
20 to four million customers on contract.

21 And, what this is, it is a new type of  
22 buying opportunity for municipalities that is  
23 tending around the United States, um, sort of  
24 started on the West Coast and moved.

1 It flourished in the State of Illinois and  
2 it is, now, it is on the Eastern Seaboard and, um,  
3 New York being seven States to adopt this program.

4 Um, it is, now, trending and, basically, Page | 14  
5 what it is, where most municipalities, most  
6 private businesses have a few regulations, they  
7 take advantage of all these different, um, they  
8 can go into the market and secure some type of  
9 cheaper Energy price, um, at a fixed cost.

10 Um, Long Island has been Zone K on the  
11 grid.

12 It has been sort of slower to this  
13 movement.

14 About ninety-five percent - - yeah, ninety  
15 percent of businesses take advantage of this  
16 program when they go out and they secure some type  
17 of power and hedge it and they have some type of  
18 control over their operating costs.

19 On the residential side, it is basically  
20 one hundred and eighty degrees.

21 What private businesses do, they don't take  
22 advantage of this program and, um, what we were  
23 doing, we want to come back with a proposal and,  
24 um, sort of show you that there is a savings

1 basically what the program is, is you're all  
2 coming together as one.

3 You are doing a bulk purchase.

4 And, um, you're going out and scrutinizing <sup>Page | 15</sup>  
5 hedge.

6 The average home is between a thousand and  
7 three thousand square feet.

8 Your buying power is nothing.

9 If you consolidate together, you have,  
10 basically buying power of probably about twenty  
11 to maybe thirty million of buying power.

12 You're buying power is absolutely huge.

13 So, you going out there and all it is,  
14 basically acts as a second default.

15 We come in, we do not have a contract.

16 I will repeat that, we don't have a  
17 contract with you.

18 All, this is, basically, gives you a second  
19 default rate, (A) you would go with National Grid.

20 National Grid comes out with a fluctuating  
21 index price.

22 Why?

23 Because National Grid is a utility.

24 They are not allowed to give a fixed rate.

1 We will be coming in here with companies  
2 probably larger than National Grid.

3 National Grid will still transport that gas  
4 or PSEG will transport that electricity, um, and <sup>Page | 16</sup>  
5 you will be able to get a securitized fixed rate.

6 Obviously, everything we do is regulated by  
7 the Public Service Commission, the Power Authority  
8 and we have to come in here with a proposal,  
9 obviously, with a discount that is the only way  
10 that this program will work.

11 What we are asking for the Village  
12 of Lynbrook to do is pass a Local Law so we can  
13 move forward, so we can give the Town a proposal.

14 We are not asking for a contract.

15 We are asking - - we would like to do a  
16 proposal for the Village.

17 Currently, right, now, Brookhaven is fully  
18 moving forward, Town of Hempstead moving forward,  
19 Southampton moving forward.

20 A bunch of other Townships are moving  
21 forward with this program.

22 You are not alone. This is what is going.  
23 This is what is trending on Long Island and  
24 Upstate, New York.



1 There is probably sixty-five of these  
2 different CCA's, um, going forward, as well.

3 Um, do you want to jump in here? Does  
4 anybody have any questions of me?

5 MAYOR BEACH: One second, please. You can  
6 speak from your seat. We will give you a mic.

7 Due to the COVID, that maybe the best way.

8 JEFF GREENFIELD: Jeff Greenfield, citizens  
9 taxpayer, ratepayer. 112 Merrick Road, NGL  
10 Realty.

11 I am a former LIPA Trustee and I fought for  
12 years for this freedom of choice program to  
13 be adopted on Long Island.

14 I am glad it was adopted by them so it  
15 could be billed accordingly.

16 What do you think your average savings to  
17 residential, what are you offering to residential  
18 and commercial customers with respect to your  
19 proposed rates for both gas, for National Grid and  
20 LIPA and PSEG, Long Island compared to their  
21 rates?

22 Just give us an idea what your discount is  
23 over their rates.

1 MR. CAREY: I mean if we had this question  
2 give to me in April or March, um, you know, when  
3 energy tanked, it would have been a great story.

4 We did this program up in Plattsburg  
5 territory and I came back there with a seventeen  
6 percent savings for that territory which is a very  
7 economically depressed area, but, then, downstate  
8 you go onto Long Island, um, now, we are looking,  
9 um, the market is coming back.

10 Um, I would like to get this done quickly.

11 JEFF GREENFIELD: Sign me up for fifteen  
12 percent.

13 MR. CAREY: See, I don't know, everything  
14 is different, so that is why we just want to do  
15 the proposal, you know, like say not going to  
16 contract, yet.

17 We want to make this program. We are not  
18 going to do this program if we are below five  
19 percent.

20 We will not move forward.

21 If we get into that ten percent, eight  
22 percent range, we think it is good.

23 Fifteen percent, hopefully I get it.

24 We did it two weeks ago in Rockland County,  
25 about sixteen percent savings there.

1 It is all market contingent.

2 I have to do a back cost to see what the  
3 market was, um, I will go back twelve or twenty-  
4 four months, whatever it is and forward markets. Page | 19

5 I might get, you know, a thirteen-month  
6 contact.

7 I might get, you know, a twenty-three-month  
8 contract.

9 I don't know.

10 Obviously, I will not move forward if I  
11 come in high.

12 So, I have to come in with a lower price.

13 JEFF GREENFIELD: Thank you.

14 MAYOR BEACH: Anybody else?

15 TRUSTEE BECKER: Mr. Mayor, if I could ask  
16 just a quick question?

17 MAYOR BEACH: Sure.

18 TRUSTEE BECKER: So, there was a lot of  
19 talk a few months ago about the Williams Pipeline  
20 and how that was declined.

21 Do you feel that you still will be able to  
22 bring in some of a competitive rate on the gas  
23 side of things when it comes to the fact that we  
24 don't have this additional pipeline coming in?

25 MR. CAREY: Yeah, it is a good question.

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It is a supply and demand factor.

I mean you are taking out a pipeline so, obviously, that will affect the supply, the price goes up.

The majority of the gas we get is on the Williams Pipeline and that is coming from the Gulf of Mexico, that comes up Z-1, Z-2.

We are ZOOM-6, Z-6, that is a territory and you have Williams Pipeline, Colonial Pipeline, the El congo Pipeline that is all coming in the State of New York.

And, um, with that, it becomes supply and demand.

If we have a very mild Winter, there will be a surplus of gas.

Right, now, there is no manufacturing going on, so, there is a major, major supply of energy across the board.

You know on the upstream part of it, if you are for exploration and production, they are out of a job right, now.

They are not drilling for this stuff. Like, now, there is no reason to use that much of it.

1 So, they are trying to burn off the excess  
2 gas that we have out in the market.

3 TRUSTEE BECKER: Excellent. One last  
4 question, I know one of the reasons why people  
5 hold back from switching, you know, is that they  
6 feel if there is a problem with the service, they  
7 are not going to get the same attention.

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8 MR. CAREY: Absolutely, a great question.

9 As it is a very common question, thank you  
10 for asking that.

11 There will be absolutely zero difference,  
12 zero.

13 The utility is National Grid.

14 National Grid is a transporter of the gas.

15 What is inside, they own the  
16 Infrastructure.

17 The pipeline that is their property. What  
18 you own are the molecules, basically, in the  
19 pipeline, that is what you are taking charge of.

20 So, when you get your bill, National Grid  
21 will - - this will all be on the National Grid  
22 stationery.

23 They do all the financings. They do all  
24 the financial aspects of it and, um, all you are  
25 going to see on the third page of your bill, it is

1 going to be a new supplier will be "XYZ" whoever  
2 wins this bid.

3 MAYOR BEACH: So, as the bill states, now,  
4 you have a supplier and you have your usage, that <sup>Page | 22</sup>  
5 is being utilized and that usage, part of the bill  
6 will be for the other supplier.

7 MR. CAREY: Indicating the transportation  
8 distribution of your gas is about twenty percent  
9 of your bill or thirty percent of your bill.

10 The other sixty or seventy percent of it is  
11 the supply portion or - -

12 MAYOR BEACH: And, people have the  
13 opportunity to opt in and opt out?

14 MR. CAREY: Again, I will emphasize I do  
15 not have a contract. You can opt in and opt out  
16 at any point during the interim time.

17 These are short-term exposures, most  
18 municipalities go twenty-four months.

19 But, again, I don't know where I will find  
20 my sweet spot.

21 I might be twenty-five months, maybe I will  
22 be nineteen months, I don't know.

23 MAYOR BEACH: Okay, I am just reading,  
24 here, I see the opportunity for residents to opt  
25 in and opt out.

1 MR. CAREY: Yes.

2 MAYOR BEACH: And, there is a timeframe and  
3 that is what I am trying to relay to the  
4 residents.

Page | 23

5 MR. CAREY: When we go forward with this,  
6 we have to go, you know and advertise this to your  
7 constituents.

8 MAYOR BEACH: Yes.

9 MR. CAREY: Sixty-day thing where every  
10 single person will receive in the mail information  
11 on this.

12 We will be putting a web link onto the  
13 municipal website.

14 There will be an 800 number and after that  
15 is done, the thirty day opt out program, if you  
16 do not send in your letter or you don't want to be  
17 a part of this, you are automatically in the  
18 program after that has happened, you are in the  
19 program.

20 If you do not want to be in this at any  
21 point in time, you can opt out.

22 MAYOR BEACH: Okay, that is out there, now,  
23 they know it.

24 MR. CAREY: Sorry about that.

1 VILLAGE ATTORNEY ATKINSON: Let me touch on  
2 two things, Mayor.

3 MAYOR BEACH: Sure.

4 VILLAGE ATTORNEY ATKINSON: Just to touch <sup>Page | 24</sup>  
5 on quickly for the residents at home, just to make  
6 sure it was clear, there is nothing a resident has  
7 to do, he would still get your monthly National  
8 Grid bill the way you always gotten it.

9 And, the only thing that changes on that  
10 Grid is a lower price, hopefully.

11 And, um, on the third or fourth page, it is  
12 "supplier," of the gas, itself and, now, it would  
13 bel listed as "XYZ."

14 And, this would be pursuant to the contract  
15 if these rates were dropped, so that, that is that  
16 issue.

17 And, Mr. Becker had asked that and Mr.  
18 Carey had answered that.

19 I just want to make sure that is one  
20 hundred percent clear, you are not getting a new  
21 bid.

22 It is not a new utility. It is nothing of  
23 that nature. It is only the supplier of the gas,  
24 itself.



1 It is not the infrastructure and it is not  
2 the delivery service by National Grid.

3 The second thing I wanted to touch on, um,  
4 was the opt in and opt out provisions. Page | 25

5 The Statute, the way it is written and the  
6 way it is before the Board is mandated by New York  
7 State, so, there is an automatic opt in there.

8 So, if the Village Board does decide to do  
9 it, everyone in the Village is in and then  
10 everyone in the Village has an opportunity to opt  
11 out of that program and that is the way it works,  
12 that is mandated by statute.

13 There is really no flexibility with regard  
14 to how the New York State Public Service  
15 Commission, um, handles that.

16 The reason for that is that the Public  
17 Service Commission felt to maximize the savings,  
18 they wanted to structure it that way.

19 If a municipality makes a determination you  
20 are automatically coming with the bulk and people  
21 would have the opportunity to opt out.

22 Any questions regarding that?

23 TRUSTEE BECKER: I have one more question,  
24 Mr. Mayor for Mr. Carey.

25 MAYOR BEACH: Make sure you move the mic.

1 TRUSTEE BECKER: There has been a lot of  
2 talk about fracking and stuff like that and fossil  
3 fuel, um, depending on what happens in the near  
4 future, I mean we are hoping that our Country  
5 remains energy independent and that our costs  
6 remain as low as possible for our residents.

7 What, if anything, would, I guess, would  
8 your venture become more important if fracking was  
9 to go away and the supply, obviously, would drop  
10 dramatically, obviously than the price would go  
11 up, would your service here provide some sort of a  
12 cushion for us there?

13 MR. CAREY: If fracking goes away, which,  
14 um, I don't think so, that is further down the  
15 line.

16 I don't think these contracts would last  
17 that long.

18 But, if fracking did go away, let's say you  
19 have a major hurricane or something that disrupted  
20 the supply and you see that the price of gas going  
21 through the roof, sort of spiking, again, I have  
22 an agreement set.

23 My price does not go up.

24 It does not go down.

25 It stays locked. It is a fixed cost.

1 So, yeah, it is protection, absolutely, it  
2 is.

3 TRUSTEE BECKER: There is some insurance  
4 there.

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5 MR. CAREY: (A) you are getting a discount  
6 and if there is movement in the market in a very  
7 dangerous way, that will affect your overall  
8 operating - - your home, you know, that is a nice  
9 cushion, a safety factor to think in the back of  
10 your head.

11 TRUSTEE BECKER: Again, what is the time  
12 frame that your rates would be - -

13 MR. CAREY: The length of our agreements?

14 TRUSTEE BECKER: Yes.

15 MR. CAREY: Again, traditionally, they are  
16 twenty-four months but, you know, if I can get,  
17 um, a cheaper price, when we are looking out into  
18 these future markets, twenty-seven months or maybe  
19 there is no usage, you know, 2023, in February,  
20 you know, I see there is a huge dip in there, I  
21 will take advantage of that.

22 TRUSTEE BECKER: Thank you.

23 MAYOR BEACH: Thank you, Mr. Carey.

24 DEPUTY MAYOR HAWXHURST: I have one  
25 question for you, Mr. Carey.

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MAYOR BEACH: Mr. Carey, one more time.

DEPUTY MAYOR HAWXHURST: So, we are talking about being protected in the event of, you know, a hurricane or on the price increases that are going to impact National Grid and more of the spot market, what, if we see, for whatever reason, the price drop in that market, so, now their prices are cheaper than yours?

MR. CAREY: It rarely happens. We have done this three hundred plus times.

We have a pretty good analytic team that works for us and you're coming in with literally the biggest companies.

The United States is going to be doing this.

They are pretty spot-on.

There will be - - there could be a chance, let's say, if there are twenty-four months in, um, say four or five of these months you are paying too much, you have to look at this as the helicopter picture, the overall, like you save money but it is a commodity that you are buying.

There could be two or three months that you are paying too much, um, again, that would be - -

1 we would inform the constituents about that and  
2 they would have to opt out.

3 DEPUTY MAYOR HAWXHURST: Okay.

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4 TRUSTEE REARDON: Okay.

5 DEPUTY MAYOR HAWXHURST: And, the opt-out  
6 process, if someone wants to opt out for whatever  
7 reason, is it immediate?

8 Is it a thirty-day notice or how does that  
9 work for the residents?

10 MR. CAREY: It is one billing cycle.

11 DEPUTY MAYOR HAWXHURST: Okay.

12 MR. CAREY: So, you know, the meter is read  
13 by National Grid and whenever that data is read,  
14 they call me up, you know, a couple days before  
15 the meter is read, "I don't like this, get me out  
16 of this."

17 You are out.

18 DEPUTY MAYOR HAWXHURST: Okay, thank you.

19 MAYOR BEACH: At that point, it is thirty  
20 days after the meter is read, it is thirty days?

21 MR. CAREY: Yes, thirty days, a billing  
22 cycle.

23 MAYOR BEACH: Okay.

24 VILLAGE ATTORNEY ATKINSON: Mayor, I am  
25 going to adjust the microphone.

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MAYOR BEACH: Thank you.

VILLAGE ATTORNEY ATKINSON: One thing to note, we have been speaking a lot about natural gas, with the enactment of the statute on Long Island, that is what it applies to, now, the statute is written with the flexibility of using it for both natural gas and electricity.

When Long Island gets on board and is able to do a CCA for electricity, as well, notably with regard to electricity, if you look at and you do your research on some of the California CCA's, they can put stipulations into the creation or the buying of their electricity, that they really want it to go from renewable resources or electricity, um, generated solely by renewable resources, solar, those things are things down the road.

It is not before us, now, because, now, it is only natural gas.

When electricity does get online, the Village would have that flexibility to put those parameters in there.

And, that is something that I found interesting, that some municipalities in California were mandating one hundred percent renewable.

1 And, um, you know, regardless of price, it  
2 would still be a savings for them, but they were  
3 willing to pay a little more for that, that is  
4 not before the Board, now, that is before the  
5 Board if you enact the statute, now, and the rates  
6 come in and electricity gets on board for Long  
7 Island, but, it is pretty forward looking with  
8 regard to legislation.

9 So, the research on it was quite  
10 interesting.

11 MAYOR BEACH: So, does it make sense, now,  
12 to go with this, also?

13 He will not do electricity.

14 This is in the future. We could do away  
15 with the Public Hearing and the Board could move  
16 forward if the electricity should approach us.

17 VILLAGE ATTORNEY ATKINSON: The statute is  
18 already written, so, you have, if you enact the  
19 Statute, tonight, you can go forth with natural  
20 gas and take quotes on that and on a later date  
21 when electricity gets on board, you can do so, as  
22 well and the statute would be on the books.

23 MAYOR BEACH: Okay, all right, thank you.

24 VILLAGE ATTORNEY ATKINSON: Thank you.

**VILLAGE OF LYNBROOK BOARD OF TRUSTEES 11.16.2020**

1 MAYOR BEACH: Any other comments? So, I  
2 will close the Public Hearing at 7:31 and I ask  
3 for a motion to allow Mr. Carey to go to the  
4 Public Service Commission and present this case to <sup>Page | 32</sup>  
5 the Public Service Commission, correct?

6 TRUSTEE BOCCIO: So moved.

7 DEPUTY MAYOR HAWXHURST: Second.

8 MAYOR BEACH: All in favor?

9 (Whereupon, a vote of aye was heard by all.  
10 After, the following ensued.)

11 VILLAGE ATTORNEY ATKINSON: A Motion to  
12 enact the statute.

13 MAYOR BEACH: A Motion to enact the statute  
14 as written.

15 TRUSTEE REARDON: So moved.

16 TRUSTEE BOCCIO: Second.

17 MAYOR BEACH: All in favor?

18 (Whereupon, a vote of aye was heard by all.  
19 After, the following ensued.)

20 MAYOR BEACH: At 7:32 I am opening the  
21 Public Hearing for the application of Long Island  
22 Building Corp., 161 Union Avenue, Lynbrook for  
23 mixed one parcel consisting of both Commercial and  
24 Residential A zoning to Residential C Zone parcel,  
25 multi dwelling with Village approval.



**VILLAGE OF LYNBROOK BOARD OF TRUSTEES 11.16.2020**

1 ATTORNEY BONESSO: Good Evening, Mr. Mayor.

2 MAYOR BEACH: Good Evening.

3 ATTORNEY BONESSO: Board of Trustees, my  
4 name is William Bonesso.

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5 I am a Partner of the Law Firm of  
6 Forchelli, Deegan & Terran. 333 Earle Ovington  
7 Boulevard, Uniondale, New York.

8 MAYOR BEACH: I am sorry, again, this is  
9 just for the citizens at home, if you have  
10 something to say about this Public Hearing the  
11 number is 516-599-2828 and just let Mr. Bonesso  
12 finish. Thank you.

13 ATTORNEY BONESSO: I am here this evening  
14 Mr. Mayor as Legal Counsel for Long Island  
15 Building Corp.

16 With me this evening and providing  
17 testimony is Mr. Barry Nelson, a licensed  
18 appraiser, Real Estate Appraiser and recognized  
19 Real Estate Appraiser and Mr. Wayne Muller,  
20 a Licensed Transportation Engineer and recognized  
21 Traffic expert.

22 Also in attendance are principals of Long  
23 Island Building Corp. and our project architect  
24 Mr. Pidell Lew (phonetic spelling), who are all

1 available to the Board should any questions that  
2 would come up, it would be best directed to them.

3 My client has entered into an agreement  
4 with the owner of the premises known as 161 Union <sup>Page | 34</sup>  
5 Avenue situated at the northwest corner of Union  
6 Avenue and Scranton Avenue in Lynbrook to buy the  
7 premises and redevelop it.

8 The property is presently improved with a  
9 one and two-story commercial building housing an  
10 Asian restaurant.

11 The site has seen numerous restaurant uses  
12 come and go at the property.

13 My client proposes to demolish the existing  
14 building and redevelop the premises with two, new  
15 residential buildings containing a total of  
16 eighteen condominium units, sixteen, two bedrooms  
17 and two, one-bedroom units.

18 Each building will contain basements in  
19 which dedicated storage space for each unit will  
20 be situated at two stories and approximately,  
21 Twenty-seven feet tall with attractive  
22 architectural features.

23 The site will be residential in its  
24 appearance and its use and provide a much more  
25 aesthetically pleasing streetscape.

1 The development will provide thirty-eight  
2 parking spaces and all access from the property  
3 will be from Union Avenue and Scranton Avenue.

4 In order to proceed with the contemplated <sup>Page | 35</sup>  
5 redevelopment project, my client is asking this  
6 Board to rezone the property from its present dual  
7 zone status of commercial district and dwelling A  
8 District to all dwelling C District.

9 In doing so, the property will qualify for  
10 special use permit from the Board for the multi -  
11 - excuse me, for the proposed multi-family use.

12 This Public Hearing is being held this  
13 evening to consider the granting of said relief.

14 Then should this Board see fit to grant the  
15 relief being requested this evening, we will move  
16 onto the Zoning Board for some minor parking and  
17 setback variance relief and, then, to site plan  
18 approval coordinated with the Nassau County  
19 Department of Public Works and with the Nassau  
20 County Fire Marshal's Office, subdivision  
21 approval and architectural design approval.

22 As this Board is well aware, there is a  
23 need across Long Island for housing alternatives  
24 to single-family residences both for first-time  
25 homebuyers who no longer want to live in their

1 parents' home or in basement apartments and for  
2 empty-nest Seniors who no longer want the burden  
3 of maintaining a house.

4 Moreover, walkable developments providing Page | 36  
5 easy access to both public transportation and  
6 neighborhood shopping and service needs are also  
7 in great demand.

8 The units proposed by my clients will serve  
9 such needs and demands.

10 At, approximately, five hundred and thirty-  
11 five square foot, one bedroom, one-bathroom units  
12 and the approximately eight hundred and eighty  
13 square foot, two bedrooms, two-bathroom units are  
14 suitable as either a first-time home for younger  
15 buyers, not ready for single family houses or a  
16 downsized home for Seniors who still want to stay  
17 in the area close to children and grandchildren.

18 And, with the site being less than a half a  
19 mile away from both the Lynbrook Train Station and  
20 multiple bus stops and also within walking  
21 distance to various retailers and service  
22 providers, it also provides appeal as transit-  
23 oriented development.

24 A multi-family residential use on the  
25 premises will also enhance the surrounding area.

1 As you will hear from our experts, the  
2 proposed development is in keeping with the  
3 residential character existing along Scranton  
4 Avenue, North of Union and will generate far less <sup>Page | 37</sup>  
5 traffic activity and parking needs as did and does  
6 the existing use on the property, nor will the  
7 condominium development impose a burden on the  
8 Village or the local School District.

9 The units will be for sale, not rentals and  
10 the developers do not intend to seek any IDA  
11 relief or request a PILOT payment in lieu of taxes  
12 for the property.

13 And, according to multiple studies done in  
14 the last several years, units of this type result  
15 in extremely low numbers of school-age children  
16 residing in them.

17 Thus, the development will generate few or  
18 no new students while at the same time yielding  
19 significantly more tax dollars.

20 Presently, the property total taxes  
21 are approximately seventy-eight thousand dollars  
22 should this development be approved the total  
23 taxes generated by it will be triple that number.

1 At the same time, the redevelopment project  
2 can support Village businesses, local businesses,  
3 downtown shopping and entertainment areas.

4 For this reason, our project has received <sup>Page | 38</sup>  
5 an endorsement from the Lynbrook Chamber of  
6 Commerce by letter dated October 8, 2020.

7 The Chamber Board feels the project has  
8 "the potential of being of great benefit to both  
9 the Lynbrook Community and our local businesses."

10 It goes on to say that the Board is  
11 "hopeful for approval by the Village Trustees so  
12 that this project may commence as soon as  
13 possible."

14 I would like to submit a copy of that  
15 letter to the Board.

16 Now, part of the review of this project,  
17 the General Municipal Law requires that the  
18 Village refer it to the Nassau County Planning  
19 Commission for review and recommend jurisdiction.

20 The Planning Commission having looked at  
21 this, issued what is known as "local  
22 determination," which is basically an indication  
23 to the Village that it has no objection to the  
24 project and may take whatever action it deemed  
25 appropriate.

1 As part of the local Village review process  
2 for such a development in the Village, the  
3 Superintendent of the Building Department Brian  
4 Stanton issued a report evaluating the project as <sup>Page | 39</sup>  
5 to its potential impacts upon the Village.

6 Mr. Stanton issued his report via  
7 memorandum dated November 10, 2020.

8 In it, Mr. Stanton notes the following:  
9 Regarding compatibility with the surrounding  
10 neighborhood, Mr. Stanton recognizes the distance  
11 of an apartment building directly North of the  
12 site, commercial uses to the South and East and  
13 residential uses to the South and West.

14 As such, he determines that, "if approved,  
15 this multi-family condominium building will blend  
16 with the neighboring properties based upon the  
17 proposed design."

18 Regarding the aesthetic impact of the  
19 project, he states "the proposed two-story project  
20 was designed with a residential feel with exterior  
21 finishes, such as, architectural shingles,  
22 clapboard siding, ornate columns and includes  
23 "a landscape site plan based upon this.

24 "The project should blend with the  
25 residential properties to the West."

1 Regarding environmental concerns, he does  
2 not identify any but notes if any are found, they  
3 will be addressed prior to demolition.

4 He notes further that the Nassau County Page | 40  
5 Department of Public Works will be involved with  
6 the site plan review for this project, at which  
7 time, all issues related to stormwater retention,  
8 snow removal, garbage removal, site lighting and  
9 public utilities will be addressed.

10 Regarding compliance, Mr. Stanton reported  
11 as I stated earlier, the project will need parking  
12 and setback relief and site plan, architectural  
13 review, Nassau County DPW, Fire Marshal Office  
14 review and then subdivision approval.

15 And, regarding traffic, Mr. Stanton  
16 acknowledge that our traffic expert will be  
17 providing a report.

18 He does note that, "With driveway aprons  
19 located on both Union and Scranton Avenues, which  
20 are both main thoroughfares, I do not see any  
21 concerns at this time."

22 Mr. Stanton's report thus concludes that  
23 "if the Board chooses to approve these  
24 applications, I do not believe this would have an  
25 adverse effect on the surrounding neighborhood."



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We agree with Mr. Stanton assessment.

This development will blend seamlessly into the existing neighborhood which is a mix of single family and multi-family residential, commercial uses, the height and architectural style of the buildings together with the site, landscaping will result in a project that is both attractive and complimentary to residential designs in the area.

The traffic generated by the use will be an improvement for the residential community.

The thirty-eight parking spaces on site will adequately accommodate the needs of the site and, once developed the site will generate no negative environmental impacts and provide more green space than the current development.

When all is said and done, we believe the health, safety and welfare of Village Residents will in no way be negatively by my client's proposed redevelopment.

With that having been said, having provided this overview, unless the Board has specific questions of me, I will call upon Mr. Nelson, our Real Estate Expert to provide his testimony.

1 MAYOR BEACH: Mr. Becker, do you have any  
2 questions, at this point?

3 TRUSTEE BECKER: So far so good.

4 MAYOR BEACH: Mr. Boccio?

5 TRUSTEE BOCCIO: I will defer until the  
6 presentation is over.

7 MAYOR BEACH: Deputy Mayor?

8 DEPUTY MAYOR HAWXHURST: Same.

9 TRUSTEE REARDON: Same.

10 TRUSTEE BECKER: Mr. Mayor, the only thing  
11 would be the copy of the appraisal report, can we  
12 see a copy of the appraisal report as he is going  
13 through his presentation?

14 ATTORNEY BONESSO: Do you have a report to  
15 submit?

16 BARRY NELSON: I will submit photographs.

17 ATTORNEY BONESSO: As far as an appraisal  
18 report?

19 BARRY NELSON: As far as an appraisal  
20 report, no, sir.

21 ATTORNEY BONESSO: Why don't you step up,  
22 Mr. Nelson.

23 Mr. Nelson is a Real Estate Appraiser  
24 recognized by this Board in the past and has

1 provided the opportunity to provide expert  
2 testimony and opinion testimony.

3 I request that he be permitted to do the  
4 same.

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5 TRUSTEE BECKER: One quick question, he has  
6 a report but it is not an appraisal report?

7 BARRY NELSON: Oral testimony.

8 ATTORNEY BONESSO: Oral testimony in  
9 connection with the impact on this project on  
10 surrounding property values, its compatibility  
11 with the surrounding community character and  
12 things like that.

13 I don't believe it has been reduced to a  
14 written report.

15 BARRY NELSON: No.

16 TRUSTEE BECKER: Thank you.

17 BARRY NELSON: My name is Barry Nelson.  
18 220 Petit Avenue, Bellmore, New York.

19 I do have photographs of the subject  
20 property and the surrounding uses.

21 If the Board would like, I would like to  
22 submit them. What fashion?

23 VILLAGE ATTORNEY ATKINSON: Yes, sir, Mr.  
24 Nelson.

1 BARRY NELSON: The photographs will include  
2 the subject property from Scranton Avenue, from  
3 Union Avenue and Donna Court.

4 They were taken by myself within the last <sup>Page | 44</sup>  
5 two weeks.

6 In my opinion, they are fair and accurate  
7 representations of the subject property and the  
8 surrounding uses.

9 The subject property, as Counsel mentioned,  
10 is generally on the southwest corner of Scranton  
11 Avenue and Union Avenue, Section 42, Block 158 and  
12 it is Lot 433 on the Nassau County Land and Tax  
13 Map.

14 The property contains, approximately,  
15 thirty thousand, one hundred and ninety-seven  
16 square feet.

17 It is developed currently with a one and  
18 two-story brick and frame building with some  
19 stucco.

20 The site, as it is currently laid out, does  
21 have access off of Union Avenue and Scranton  
22 Avenue on the westerly side.

23 The property is split zoned.

24 The majority of the property is

1 Commercial Zone which would be generally from  
2 Scranton Avenue southerly for a little - -  
3 approximately, one hundred and six feet.

4 The residential portion of the property  
5 would be the southerly portion and that would be  
6 the area generally to the North of Donna Court  
7 that is approximately, seventy-seven hundred  
8 square feet.

9 Currently, that portion of the property is  
10 utilized by the existing improvements on the  
11 property and the use as a parking field.

12 It provides for a refuse area and on-site  
13 parking, very limited landscaping.

14 There is a fence along Donna Court.

15 The application is to rezone the entire  
16 property to a Residence C Zone.

17 So, technically, it is an up-zoning to the  
18 property, Commercial to Residential C zone.

19 The Residential A portion of the property  
20 is being utilized in conjunction with the  
21 restaurant and in a fashion that is more  
22 commercial in nature in that it provides the  
23 parking and I believe there is approximately - -  
24 let me just look at my papers, approximately,  
25 fourteen to fifteen parking spaces in that area,

1 as well as a refuse dumpster area.

2 The general character of the neighborhood,  
3 the Board is very familiar with Union Avenue and  
4 Scranton Avenue. Page | 46

5 They are secondary roads and they run  
6 generally, Scranton, Union Avenues run generally  
7 up to Sunrise Highway to the North and down to the  
8 Incorporated Village of East Rockaway to the  
9 South.

10 Scranton Avenue is a similar pattern of  
11 development, northwest, southeast and Scranton  
12 Avenue will run northwesterly to Broadway and  
13 Peninsula Boulevard and southeast into almost  
14 Oceanside.

15 The uses that is being proposed on this  
16 location, you will find Co-op's, apartments on  
17 both those streets, right across the street from  
18 the subject property.

19 And if you review the radius map, you will  
20 see it is identified as rush properties.

21 It is a blockfront between Scranton Avenue  
22 and New Street with the, um, main corridor along  
23 Union Avenue and that is two and half story brick  
24 building.

25 It has fifty units on approximately 1.1

1 acres constructed in 1970.

2 It is rental apartments.

3 Opposite the subject property and the  
4 blockfront between Scranton Avenue and Cherry Lane <sup>Page | 47</sup>  
5 is Luke Oil Automotive Repairs and Gas.

6 The properties nearest to the subject  
7 property along Scranton Avenue generally North  
8 would be one and two-family dwellings.

9 The original construction in the area were  
10 1900's.

11 The subject property was originally  
12 constructed with the restaurant in 1911.

13 Adjacent to the subject property on  
14 Scranton Avenue is an older Colonial.

15 As you will find continuing up to Thompson  
16 Place, Cape Cods and older Colonials.

17 Donna Court was a development shown on a  
18 field map, in, um, 1977 which constructed - - or  
19 was proposed and was constructed Hi-Ranch  
20 dwellings, generally, approximately, 55 by  
21 slightly short of one hundred and ninety-seven - -  
22 ninety-five feet.

23 And, they are one-family homes, Hi-Ranch on  
24 a pattern of development.

25 The rest of the area in the subject block

1 typically are one and two-family homes, some Hi-  
2 Ranches, Colonials.

3 You will find two families and Hi-Ranches  
4 and one families on Scranton Avenue in the block <sup>Page | 48</sup>  
5 to the North, some taxpayers at the northeast  
6 corner of Scranton Avenue and Union Avenue and  
7 they were built in the early 1950's, 1960's.

8 They don't provide any on-site parking.

9 They have retail proposal services.

10 What is being proposed is for condominiums,  
11 for private ownership of two, one bedrooms,  
12 approximately, I will round it off to five hundred  
13 and fifty square feet.

14 For the one bedroom, one bath and two  
15 bedrooms, two bath, approximately, eight hundred  
16 and eighty square feet.

17 And, um, they would be on the site,  
18 generally in the same kind of fashion.

19 The restaurant runs East and West parallel  
20 to Scranton Avenue, that would be the one  
21 building.

22 And, then, you have the second building,  
23 um, which would be to the South of that off of,  
24 um, to the rear with four units.

25 My estimate for property values in the



1 area, a review of similar sales of single and one-  
2 and two-family houses have in the area, generally,  
3 again, around four hundred and fifty to about  
4 seven hundred and fifty thousand dollars for one-  
5 and two-bedroom houses in the area.

6 And, I have comparable sales in the subject  
7 block.

8 The estimated selling prices for the units  
9 that are being proposed would generally be and,  
10 again, I am using, today's numbers.

11 Today's numbers have been appreciated  
12 because of the demand for housing on Long Island  
13 being an influx of people coming out of the City  
14 to the suburbs.

15 I would estimate that the selling prices  
16 for the one bedrooms would be between three  
17 hundred and ninety-four thousand dollars.

18 The two bedrooms, approximately, four  
19 hundred and fifty thousand to four hundred and  
20 seventy-five thousand dollars.

21 And, I hate to say that is almost an entry  
22 level price, now, in the market and that would be  
23 typical of this Village, the Village of Lynbrook,  
24 the adjacent Villages and throughout Nassau  
25 County, Town of Hempstead, especially.

1 So, what is being proposed is a reasonable  
2 development, eighteen units on thirty thousand  
3 square feet and you have the apartments right  
4 across the street.

5 You have fifty units on little over an  
6 acre, so, it is a reasonable development.

7 The estimated real estate taxes and  
8 generally, I use what I found in the market today,  
9 would be, approximately, nine thousand dollars per  
10 unit for the one bedroom and fourteen thousand  
11 five hundred for the two bedrooms.

12 The total taxes would be, approximately,  
13 two hundred and fifty thousand dollars and the  
14 total taxes on the existing improvements are  
15 approximately seventy-seven thousand dollars.

16 Broken down, the Commercial, as it is  
17 improved, today, generally, you know, pays forty-  
18 eight thousand six hundred rounded to the School  
19 District.

20 General is eight thousand two hundred and  
21 fifty dollars and to the Village, nineteen  
22 thousand nine hundred and sixty-five thousand  
23 dollars to the, um, Village.

24 The breakdown for the proposal would be a  
25 hundred and fifty-seven thousand seven hundred

1 Dollars for School.

2 Twenty-eight thousand and fifty dollars for  
3 the General.

4 And, sixty-four thousand three hundred  
5 dollars to the Village.

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6 So, there is a substantial benefit to  
7 municipalities which would include the Village,  
8 the own, the General and the School.

9 MAYOR BEACH: What was the Town, twenty-  
10 eight?

11 BARRY NELSON: Twenty-eight thousand, yes,  
12 sir, the rezoning as I mentioned earlier, it is an  
13 up-zoning from a commercial district to a  
14 residential multi-family use.

15 You have the pattern of development found  
16 along Union Avenue, taxpayers, gas station,  
17 apartment building, a funeral home, just a little  
18 further northeast of the subject property.

19 I believe the rezoning is a benefit to the  
20 residences along Donna Court and Scranton Avenue  
21 in this immediate vicinity as multi-family  
22 dwellings similar to what has been proposed.

23 And, I worked on, I hate to say just about  
24 every development that has come before the Town of  
25 Hempstead within the last thirty years and

1 throughout many of the local municipalities that  
2 would include the Village of Rockville Center,  
3 Village of East Rockaway, Village of Valley  
4 Stream, in fact, within the last two years, I  
5 completed a similar type development in Valley  
6 Stream just South of Merrick Road off of William  
7 Place and they were taken three or four houses to  
8 put up, approximately, fifteen units.

9 So, the rezoning, in my opinion, is both  
10 beneficial to the residential and the commercial  
11 developments.

12 It is beneficial to the community, to the  
13 Village and, um, should be granted.

14 As far as the special exception, I reviewed  
15 the criteria within the Village Code and there is  
16 a specific criteria that the Board has to look at.

17 I can review each one but generally, it is  
18 the special permit review, the relationship and  
19 the compatibility of the proposed special use with  
20 the surrounding neighborhood, whether the special  
21 use would have any negative, economic, social,  
22 natural or physical effect on the surrounding  
23 neighborhood, any Village residence or home in the  
24 Village.

25 What the applicant would be doing is

1 removing a restaurant.

2 This restaurant, now, or the building has  
3 been there since 1911 and as far as I know, there  
4 has been the last twenty years several different <sup>Page | 53</sup>  
5 uses, some of them that operated late at night,  
6 this generally, now, this restaurant operates  
7 until about 10:00 o'clock at night.

8 I guess with the pandemic, that is about  
9 standard throughout but there is no restriction  
10 that it couldn't operate until Midnight as it has  
11 in the past.

12 Residential community, residential  
13 development would be harmonious to the surrounding  
14 community.

15 Whether the proposed special use would have  
16 a material, adverse aesthetic impact as to a  
17 negatively affect economic, social, physical or  
18 material assets or character of the surrounding  
19 properties or the Village, as Counsel mentioned  
20 and the architect is here.

21 It is an aesthetically pleasing building.  
22 It will blend in as a residential character and it  
23 will be harmonious to the surrounding community.

24 I could continue on each criteria but,  
25 generally, it is my opinion that it meets the

1 proposal, meets and exceeds all the requirements  
2 of the special exception.

3 It is harmonious.

4 It is a residential use and in my opinion, <sup>Page | 54</sup>  
5 it is not going to alter or change the essential  
6 character of the neighborhood.

7 It will be an improvement for the subject  
8 property with improved landscaping and assets.

9 There will be no access off of Donna Court,  
10 so, there will be no impact of the residential  
11 development.

12 The area that, now, is currently the  
13 residential zone, Residential A is a commercial  
14 used portion of the property, parking and refuse.

15 So, the Donna Court residential is going to  
16 be improved both in character and property values.

17 That will be the same for the most affected  
18 property along the westerly - - northwesterly  
19 property line and I believe it is 458 Scranton  
20 Avenue.

21 Thank you. I would be more than happy to  
22 answer the questions or let the presentation  
23 continue.

24 MAYOR BEACH: Do any Board Members have any  
25 questions?

1 TRUSTEE BECKER: I am just curious, um,  
2 when determining the taxes, how did you come up  
3 with those real estate taxes?

4 BARRY NELSON: I took other developments <sup>Page | 55</sup> in  
5 the area and most similar would be the Coach Light  
6 Square to the North, they have a similar type  
7 layout, similar type of units.

8 I looked at them, those selling prices,  
9 their real estate taxes and I came up with an  
10 estimated, I believe I am probably on the  
11 conservation side.

12 TRUSTEE BECKER: And, the selling price,  
13 the same thing, you looked at Coach Light or did  
14 you look elsewhere?

15 BARRY NELSON: Did I look elsewhere?

16 I looked at some in the Town of Hempstead.  
17 I looked at what is selling, now and, um, in East  
18 Rockaway down by the water which is Beechwood  
19 Development.

20 I looked at some other ones. Let me give  
21 you more specifically which ones that I did look  
22 at.

23 TRUSTEE BECKER: The units at Coach Light  
24 are a little bit bigger, maybe than - -

25 BARRY NELSON: Little bit bigger, a little

1 bit older, built in 1990.

2 TRUSTEE BECKER: But, the unit sizes, the  
3 one bedroom is a little bit bigger.

4 BARRY NELSON: A little bit, yes.

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5 TRUSTEE BECKER: Two bedrooms, a little bit  
6 bigger.

7 BARRY NELSON: Yes, sir, but, now, we have  
8 new construction and, um, - -

9 TRUSTEE BECKER: Units at Coach Light, they  
10 have balconies and patios.

11 BARRY NELSON: Most of them do, yes, sir,  
12 they do, yes, but this is - - that is closer to  
13 Sunrise Highway.

14 This is - - more in a residential area.

15 I did look at, like I mentioned, I looked  
16 at some in Valley Stream, as well as in the Town  
17 of Hempstead.

18 TRUSTEE REARDON: I have a quick question,  
19 I just wanted to review the estimated school  
20 taxes, what did you say they were?

21 BARRY NELSON: I would estimate that they  
22 would be, approximately, one for the total  
23 development, one hundred and fifty-seven thousand  
24 seven hundred dollars.

25 TRUSTEE REARDON: Thank you, that



1 is what I thought.

2 Yeah, and what are they presently?

3 BARRY NELSON: Forty-eight thousand six  
4 hundred.

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5 TRUSTEE REARDON: Okay.

6 MAYOR BEACH: Mr. Boccio, any questions?

7 TRUSTEE BOCCIO: I will defer to the  
8 conclusion.

9 MAYOR BEACH: Thank you, Mr. Nelson.

10 BARRY NELSON: Thank you.

11 ATTORNEY BONESSO: At this time, I would  
12 like to call Mr. Wayne Muller.

13 Mr. Muller is principal of RM Engineering.

14 He is a Transportation Engineer, who has  
15 appeared before this Board in the past and  
16 recognized as a Traffic Expert allowed to provide  
17 opinion testimony in the areas of traffic and  
18 parking.

19 I ask that he be permitted to do so this  
20 evening.

21 WAYNE MULLER: Good Evening, for the  
22 record, Wayne Muller, firms of Robinson and Muller  
23 Engineering.

24 Our offices are at 50 Elm Street,  
25 Huntington, New York.

1 I would like to submit copies of my report  
2 for the record.

3 I would just indicate for the record that  
4 the report that we prepared was dated November 16, <sup>Page | 58</sup>  
5 2021.

6 I would like to briefly summarize the  
7 results contained therein.

8 MAYOR BEACH: What was the date?

9 WAYNE MULLER: November 16, 2020, today.

10 Um, a lot of the items that are contained  
11 in my report, Mr. Bonesso had touched on in his  
12 presentation, but, I would like to briefly go  
13 through them one at a time.

14 From an overall traffic engineering  
15 prospective, very positive thing that occurs, the  
16 development that is proposed, here, before the  
17 Board, here, tonight, that is as indicated in my  
18 report, we used published data to determine what  
19 the traffic generations during peak times would be  
20 for both the eighteen residential units versus the  
21 existing restaurant.

22 And, that information is summarized in  
23 Table 2 of my analysis.

24 In my report, the eighteen units generates  
25 a maximum of thirteen vehicles that would be

1 a total of seven vehicles entering and six exiting  
2 during the Saturday peak hour, which would be the  
3 peak time as opposed to fifty-six vehicles  
4 generated by the restaurant.

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5 So, in any of the cases that we analyzed,  
6 the differences between the traffic generations  
7 for the restaurant versus that which could be  
8 generated by the multi-family development in all  
9 instances, there is a significant reduction in  
10 traffic.

11 So, from a traffic engineering prospective,  
12 that is a real positive.

13 As indicated in my report and indicated by  
14 Mr. Bonesso, there is a figure in the report  
15 called Figure EX-1, um, I have a reduced copy in  
16 the report and what that shows is that the subject  
17 property is located within one half mile of the  
18 Lynbrook Railroad Station.

19 And, what we showed is the walkability  
20 routes from the property to the railroad station.

21 And, essentially, we could consider this  
22 development to be transit oriented because it is  
23 physical located within a half mile radius.

24 Mr. Bonesso indicated we are not really  
25 proposing to do that but walking from

1 the subject property to the railroad station is  
2 approximately a thirteen-minute walk.

3 We showed a couple representative routes.

4 There is nearby bus stops that are  
5 available for the subject property.

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6 Um, and we performed a walkability score of  
7 the property as it relates to the Village of  
8 Lynbrook using a website called "Walk Score."

9 It came in with a modest score of 57.

10 So, it is walkable. It is not like a 99  
11 which would be extremely walkable but, it is  
12 walkable.

13 You can walk to and from various  
14 restaurants and stores in order to get goods and  
15 services.

16 In addition, as indicated, in my report,  
17 um, using national statistics, it is my opinion  
18 that the parking provided on the property will be  
19 more than sufficient to accommodate the demand.

20 The peak rate that we would anticipate to  
21 be utilized for this development would be,  
22 approximately, 1.6, um, parking spaces per unit  
23 and that would translate into a maximum of thirty  
24 vehicles parked and there are thirty-eight spaces.

25 So, that would leave a surplus

1 of eight spaces.

2 So, therefore, we believe that the 2.11  
3 parking spaces provided, um, per unit on the  
4 property is more than sufficient to accommodate Page | 61  
5 what we would anticipate the demand to be.

6 And, finally, we embattled the traffic  
7 generated by the residential of potential  
8 developments on nearby intersection of Scranton  
9 Avenue and Union Avenue and found that there would  
10 be no significant changes to traffic conditions in  
11 the area if the Board were to approve the project,  
12 not counting for any decrease in activity at the  
13 restaurant.

14 We were very conservative and we just  
15 superimposed the traffic generated by the proposed  
16 multi-family, um, project onto the area and found  
17 that there would be no changes in any of the  
18 traffic operations at that intersection which is  
19 the most impacted.

20 So, therefore, based on the analysis that  
21 we prepared, it is my professional opinion that  
22 the granting of this project will have a positive  
23 impact on traffic conditions and that there will  
24 be adequate parking provided on the property to  
25 satisfy the demand.

1 Thank you.

2 MAYOR BEACH: Let me see if there are any  
3 questions, here?

4 TRUSTEE BECKER: Yes, Mayor.

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5 MAYOR BEACH: Go ahead.

6 TRUSTEE BECKER: The parking spaces, do you  
7 know the dimensions of the parking spaces?

8 WAYNE MULLER: Nine by eighteen.

9 TRUSTEE BECKER: I am sorry?

10 WAYNE MULLER: Nine foot wide by eighteen  
11 foot.

12 TRUSTEE BECKER: Nine by eighteen.

13 WAYNE MULLER: Yes.

14 TRUSTEE BECKER: I think it is more of a  
15 legal question.

16 The spaces, will they be two spaces per  
17 unit?

18 Will they be deeded and the numbers  
19 assigned?

20 ATTORNEY BONESSO: We discussed that  
21 briefly.

22 I think the idea would be that there would  
23 be a dedicated space for each unit, at least, one  
24 dedicated space for each unit.

25 Um, I don't know how we haven't discussed

1 whether it would actually be deeded as part of the  
2 thing.

3 Typically, what they indicate is that in  
4 the Condo Association Agreement is that each unit <sup>Page | 63</sup>  
5 will be provided a dedicated space.

6 TRUSTEE BECKER: Okay, and with respect to  
7 the prospectus and any other sort of State  
8 filings, you are, obviously, not at that point,  
9 yet?

10 ATTORNEY BONESSO: No, no .

11 TRUSTEE BECKER: I will say in the past,  
12 Mr. Mayor, the restaurant that was there, I think  
13 it was Charlie Browns - -

14 ATTORNEY BONESSO: There have been a number  
15 of restaurants but yes, there was Charlie Brown.

16 TRUSTEE BECKER: It was an absolute  
17 disaster when it came to parking and traffic flow.

18 Um, Charlie Brown's, the cars would back  
19 all the way up almost to Broadway on Scranton  
20 Avenue creating a big problem and obviously,  
21 pedestrian issues.

22 So, um, that is definitely a consideration.

23 MAYOR BEACH: Thank you.

24 ATTORNEY BONESSO: Mr. Mayor, that is our  
25 direct presentation.

1 We are prepared to answer any questions and  
2 address any comments that the Board may have and  
3 also address any questions or comments that may  
4 come from the public. Page | 64

5 MAYOR BEACH: Okay, I will go with the  
6 Board, first, if you have any more questions?

7 TRUSTEE BECKER: So, you are looking for a  
8 rezoning to "C", so under "C" what are the  
9 variances?

10 Is it just parking or any other variances  
11 under "C"?

12 ATTORNEY BONESSO: The variances will be a  
13 seven-space parking variance because the Village  
14 Parking Code is pretty strict, 2.5 spaces per  
15 unit, so, consequently, we are required to have  
16 forty-five spaces, but, we are providing thirty-  
17 eight, which is still more than two spaces per  
18 unit.

19 As, you heard from Mr. Muller, it is more  
20 than adequate and will accommodate the site.

21 Additionally, there are setback, um  
22 requirements pertaining to, I believe it is Donna  
23 Court.

24 We haven't been provided with a denial  
25 letter, yet.



1 I want to make sure it is correct.

2 BUILDING SUPERINTENDENT STANTON: Rear  
3 setback - -

4 MAYOR BEACH: I need the mic for Mr.  
5 Stanton.

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6 BUILDING SUPERINTENDENT STANTON: To  
7 clarify the setback issue, the setback issue is  
8 behind the main building between Beckman's and the  
9 rear of the building.

10 It is required to be a minimum twenty feet  
11 as per the Code under "Multiple dwellings."

12 And, I believe they are providing twelve  
13 feet, five inches.

14 ATTORNEY BONESSO: 12.5.

15 BUILDING SUPERINTENDENT STANTON: In that  
16 area, so, that would be the one variance and the  
17 other one would be the parking variance.

18 TRUSTEE BEK CER: Just - - so, two  
19 variances?

20 BUILDING SUPERINTENDENT STANTON: Correct.

21 TRUSTEE BECKER: No height variance.

22 BUILDING SUPERINTENDENT STANTON: The  
23 height, it is about twenty-seven feet high, a  
24 little less than twenty-seven feet high.

25 No higher than a single-family house and

1 it is the permitted height.

2 TRUSTEE BECKER: No density, no variance on  
3 the density?

4 ATTORNEY BONESSO: No variance on the  
5 density.

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6 TRUSTEE BECKER: Thank you, Mr. Mayor.

7 MAYOR BEACH: Trustee Boccio?

8 TRUSTEE BOCCIO: So, my question goes  
9 towards maintenance of the area, that would be  
10 within the dominion there, who is going to  
11 maintain it?

12 Obviously, they are condos, the buyers will  
13 have that as far as the exterior, the plantings  
14 and you probably will be going to beautification  
15 requirements when you go before the other Boards.

16 So, tell me, how that is going to work.

17 And, is there going to be sort of a  
18 Manager?

19 Tell us a little bit about that.

20 ATTORNEY BONESSO: Like any small  
21 condominium development, there will be a  
22 condominium association that will set the rules  
23 and requirements with regards to the maintenance  
24 and upkeep and the activities and the operation of  
25 the site.

1 They would hire landscaping and oversee the  
2 landscapers, snow removal, services like that to  
3 make sure that is being done, but, it will be - -  
4 it will not require municipal snow removal,  
5 municipal assistance with the upkeep and  
6 maintenance, that is strictly private and that  
7 will be entirely maintained by the Condominium  
8 Association.

9 TRUSTEE BOCCIO: Would that include garbage  
10 or no - -

11 ATTORNEY BONESSO: I believe it is going to  
12 be private use.

13 Is that true? (turning to applicants) Yes.

14 TRUSTEE BOCCIO: Private refuse? There is  
15 an association, is there a particular company?

16 ATTORNEY BONESSO: Not identified at this  
17 time, no. There will be - - the Condominium  
18 Association will determine whether they farm it  
19 out or they handle it themselves.

20 TRUSTEE BOCCIO: Will there be some sort of  
21 Board that they will have?

22 ATTORNEY BONESSO: Typically, yes.

23 TRUSTEE BOCCIO: That is all I have.

24 MAYOR BEACH: Deputy Mayor?

25 DEPUTY MAYOR HAWXHURST: Sure, thank you.

1 In speaking about the Condominium  
2 Association, they would still be under the  
3 restrictions of Village guidance?

4 ATTORNEY BONESSO: Absolutely, still have <sup>Page | 68</sup>  
5 to comply with all zoning requirements.

6 As we indicated, this is for sale  
7 development.

8 So, this is not intended for rentals.

9 It is going to be owned units.

10 They are bound by the same requirements as  
11 anyone to the Zoning Code.

12 These have to be single-family units. They  
13 can't be using it for other purposes.

14 It can't use it for commercial purposes or  
15 anything to that affect.

16 DEPUTY MAYOR HAXHURST: And, with regard, I  
17 know we just received the parking study, tonight,  
18 so, I have to look at that but with regard to the  
19 entrances and exits on the property, where are the  
20 proposed?

21 ATTORNEY BONESSO: They are pretty much  
22 keeping the current access points on Scranton and  
23 Union, there.

24 No access vehicles or pedestrians from  
25 Donna Court.

1 Obviously, New York State, um, or rather  
2 Nassau County DPW will have a bit of a say on  
3 that.

4 The curb cut on Union Avenue, it is a  
5 little bit close to the corner.

6 They might want that relocated, that is  
7 something that will come up on site plan review,  
8 which is coordinated with Nassau County DPW.

9 DEPUTY MAYOR HAWXHURST: Will the  
10 applicants be amenable, you know, I guess, the  
11 exit or entrance on Union, you know, that would be  
12 like a right-turn exit only because you wouldn't  
13 want them crossing Union at that point.

14 ATTORNEY BONESSO: Yes, especially close  
15 to the intersection.

16 DEPUTY MAYOR HAWHURST: The Village on  
17 Scranton, the exit would probably be right-turn  
18 only, so, again, you are not crossing the lines  
19 there, right?

20 ATTORNEY BONESSO: Scranton is pretty far  
21 away from the access point on Scranton, presently.

22 They will close the one closest to the  
23 corner on Scranton.

24 The one that will be on Scranton, the  
25 northerly end of the property, I don't believe

1 they will need a right-turn only, right-turn in  
2 and right-turn out going North or South on that  
3 one.

4 But, certainly, Nassau County Planning  
5 Commission - - excuse me, Nassau County DPW, their  
6 Traffic Division will have a lot to say about the  
7 curb cut on Union and they will probably impose  
8 that kind of restriction.

9 DEPUTY MAYOR HAWXHURST: Nassau County  
10 would say about the curb cut on Scranton? Is that  
11 us?

12 BUILDING SUPERINTENDENT STANTON: They do  
13 the traffic, normally, Nassau County Department of  
14 Public Works sets the regulations on right turns,  
15 left turns and what is necessary.

16 Of course, if you make one rule, they can  
17 on the County level, see it definitely then.

18 DEPUTY MAYOR HAWXHURST: No, no, I  
19 understand and the question for you, Mr. Stanton,  
20 I think we mentioned the buildings are about  
21 twenty-seven feet high.

22 For a normal one-family home in the Village  
23 what is the height limit?

1 BUILDING SUPERINTENDENT STANTON: The height  
2 limit, technically, right, now, for a residential  
3 home is thirty-five feet to the bid rafter span.

4 To put that into some sort of  
5 understanding, someone who has a Tutor with a  
6 twelve/twelve pitch, meaning it is on a forty-  
7 five, that house, now, could go about up to forty-  
8 five feet in height.

9 So, being this height is below the Code  
10 requirements of thirty feet for a multiple  
11 dwelling, it is very residential.

12 I would gather the house to the West of it  
13 is actually higher than this proposed project.

14 DEPUTY MAYOR HAWXHURST: Okay.

15 ATTORNEY BONESSO: When I say, "twenty-  
16 seven feet," that is to the peak.

17 DEPUTY MAYOR HAWXHURST: That is what I  
18 understand.

19 MAYOR BEACH: You got that with the  
20 twelve/twelve pitch?

21 DEPUTY MAYOR HAWXHURST: No, that I  
22 understood.

23 And, with regard to the next steps in the  
24 process, if this were to get approved, right, so  
25 what - - could you just explain what

1 the Board, if they decided to approve it, what the  
2 Board approves and what the next step with regard  
3 to the Village - - other Village Boards that they  
4 would have to see if it would get approved? Page | 72

5 BUILDING SUPERINTENDENT STANTON: Okay, if  
6 this Board wishes to rezone the property and grant  
7 this multiple dwelling that would be Stage 1.

8 Stage 2, based upon the procedure would be  
9 going for a variance before the Board of Zoning  
10 Appeals and simultaneously run it for the  
11 subdivision for the condo units, when they get  
12 those two next approvals, we would, then, put them  
13 in front of the Site Plan Review and Architectural  
14 Review Boards and that would be the final Village  
15 approvals before I could issue out a permit.

16 The property and development will be  
17 subject to outside approvals, as we discussed, the  
18 Fire Marshal along with Nassau County Department  
19 of Public Works.

20 DEPUTY MAYOR HAWXHURST: Okay, all right  
21 and I guess with regard to potential building  
22 timeframe, so from when, you know, we won't talk  
23 about the process of all the other Meetings, if it  
24 were to be approved from first shovel to start  
25 taking down the building to kind of



1 Opening day, what are we looking at, approximate  
2 timeframe?

3 ATTORNEY BONESSO: About a year once they  
4 start construction. Page | 73

5 DEPUTY MAYOR HAWXHURST: Okay, all right, I  
6 am good.

7 MAYOR BEACH: Trustee Reardon?

8 TRUSTEE REARDON: The one thing I just want  
9 to know, as you were speaking, tonight,  
10 confirming, so, this is an eighteen-unit  
11 development for homeownership, so that every  
12 person that would move in and buy the unit pays  
13 their own taxes and contributes into a Condominium  
14 Association?

15 ATTORNEY BONESSO: Correct.

16 TRUSTEE REARDON: Where they would have to  
17 follow their association, abide by the  
18 Condominiums standards, Village standards, but  
19 they are contributing Lynbrook residents?

20 ATTORNEY BONESSO: Absolutely.

21 TRUSTEE REARDON: Okay.

22 ATTORNEY BONESSO: And as indicated, the  
23 developers are not seeking IDA benefits and there  
24 will be no PILOT, so, the taxes that you heard  
25 quoted by Mr. Nelson in terms of

1 the predictions are what will take effect  
2 immediately upon development?

3 TRUSTEE REARDON: Okay, thank you so much.

4 TRUSTEE BECKER: Mr. Mayor, could I follow <sup>Page | 74</sup>  
5 up with a few questions.

6 MAYOR BEACH: In a second, my turn.

7 Mr. Bonesso, the variance for the setback  
8 is twelve/five? Mr. Stanton?

9 BUILDING SUPERINTENDENT STANTON: Yes.

10 MAYOR BEACH: At that location, it seems to  
11 me a setback from the building from - - is that  
12 Beckman's at that point?

13 There is no structure, that is a driveway  
14 area setback of twelve feet?

15 BUILDING SUPERINTENDENT STANTON: It is not  
16 to the building.

17 There is an active driveway and a garage  
18 that runs along - -

19 MAYOR BEACH: But, it is a paved area that  
20 meets that setback.

21 BUILDING SUPERINTENDENT STANTON: Correct,  
22 the proposed structure based upon the lot line of  
23 the rear of this development requires twenty feet.

24 But, to answer your question, it is not  
25 Beckman's since right on that lot line there is

1 a driveway and a separation that is additional,  
2 approximately, ten to twelve feet.

3 MAYOR BEACH: So, the closest building is  
4 regulation twelve-foot setback? Page | 75

5 BUILDING SUPERINTENDENT STANTON: Well, the  
6 regulation is to the property line, so, we are  
7 clear, not to the next building.

8 And, they are proposing 12/5 where they  
9 need 20.

10 But, Beckman's that you are talking about -  
11 -

12 MAYOR BEACH: I am not talking about - -  
13 the new structure, if it went up - -

14 BUILDING SUPERINTENDENT STANTON: Yes.

15 MAYOR BEACH: It is not the area where the  
16 setback is twelve feet, 12/5?

17 Do you understand what I am asking?

18 ATTORNEY BONESSO: I am not quite sure.

19 MAYOR BEACH: The building wall of  
20 Beckman's, I am seeing twenty feet and, then, it  
21 goes to 12/5.

22 BUILDING SUPERINTENDENT STANTON: They have  
23 a garage and driveway.

24 MAYOR BEACH: This is the property line,  
25 where is the building, here?

1 BUILDING SUPERINTENDENT STANTON: There is  
2 a garage, here.

3 MAYOR BEACH: Okay.

4 It is not in the driveway, all right, okay, <sup>Page | 76</sup>  
5 I got a better understanding, now.

6 Mr. Becker?

7 TRUSTEE BECKER: Thank you, Mr. Mayor.

8 There will be no basements?

9 ATTORNEY BONESSO: There will be basements,  
10 each building will have a basement and in the  
11 basements there will be storage facilities for  
12 each unit.

13 TRUSTEE BECKER: Is that where the units  
14 will be down in the basement?

15 ATTORNEY BONESSO: Yes.

16 TRUSTEE BECKER: Gas, fire systems?

17 ATTORNEY BONESSO: Yes.

18 TRUSTEE BECKER: Air conditioning?

19 ATTORNEY BONESSO: Forced hot air.

20 TRUSTEE BECKER: Forced hot air and central  
21 air?

22 ATTORNEY BONESSO: Yes.

23 TRUSTEE BECKER: I think this is worth  
24 repeating that they will not have an IDA Grant.

25 ATTORNEY BONESSO: No, sir.

1 TRUSTEE BECKER: I think it is worth  
2 repeating that Beckmans is not being touched.

3 ATTORNEY BONESSO: No.

4 TRUSTEE BECKER: Otherwise there will be <sup>Page | 77</sup><sub>a</sub>  
5 run-on roast beef supreme in the morning. I  
6 will be first in line.

7 ATTORNEY BONESSO: No.

8 TRUSTEE BECKER: Brian, if you don't mind,  
9 what is the Code require for parking space sizes?

10 BUILDING SUPERINTENDENT STANTON: Under our  
11 Village Code for parking lots, nine by eighteen  
12 with a twenty-four-foot turning radius under the  
13 proposed site plan that they have submitted.

14 They met those requirements on both the  
15 West side and on the North side.

16 They have the proper clearances and sizes.

17 TRUSTEE BECKER: Thank you.

18 And, I would tend to agree with the  
19 Appraiser this will certainly in the immediate  
20 area will help the home values.

21 MAYOR BEACH: Anymore questions from the  
22 Board?

23 DEPUTY MAYOR HAWXHURST: Yes, one more  
24 question, will the units have sprinklers?

25 ATTORNEY BONESSO: Yes.

1 DEPUTY MAYOR HAWXHURST: And, Brian, the  
2 turning radius is sufficient for the Fire  
3 Department, right?

4 BUILDING SUPERINTENDENT STANTON: Yes, it Page | 78  
5 should be more than adequate with the curb cut.

6 They have access around the building on the  
7 West and on the North side of the Building.

8 DEPUTY MAYOR HAWXHURST: Okay, thank you.

9 ATTORNEY BONESSO: Certainly Nassau County  
10 Fire Marshal's Office will take a very close look  
11 at that and make sure that all necessary fire  
12 safety issues are addressed.

13 MAYOR BEACH: Anymore questions?

14 TRUSTEE REARDON: No, not at the moment.

15 MAYOR BEACH: At this point, I would like  
16 to open it up to the floor.

17 We have a list of names and we will call  
18 you up.

19 DEPUTY MAYOR HAWXHURST: So, the first name  
20 is Richard Geir.

21 Do you want to come up?

22 (Whereupon, "I will pass," was heard  
23 calling out. After, the following ensued.)

24 DEPUTY MAYOR HAWXHURST: Next and I  
25 apologize if I mis-pronounce your

1 Name, Dan Weisner.

2 Mr. Weisner also submitted a written  
3 statement.

4 MAYOR BEACH: Mr. Weisner, give your name <sup>Page | 79</sup>  
5 and address for the record, please.

6 DAN WEISNER: Yes, of course.

7 MAYOR BEACH: They will help you with the  
8 mic. It seems to be a battle that we are having  
9 this evening.

10 DAN WEISNER: My name is Dan Weisner. 1367  
11 Kew Avenue, Hewlett, New York.

12 I have been asked to read the following  
13 statement for the record on behalf of Mr. Wank,  
14 the owner of the current Restaurant.

15 He is here but his command of the English  
16 language is not fluid and he has asked me to read  
17 his statement.

18 I have spoken with him at length about this  
19 case and the statement accurately reflects his  
20 position and sentiments.

21 "My name is Janu Wank. I am the owner of  
22 the Asahi Restaurant located at the subject  
23 premises in this case.

24 "I offer my statement in opposition to  
25 the rezoning application currently

1 before the Board.

2 "I have a lease with the landowner to  
3 occupy the premises as a restaurant.

4 "The lease is in good legal standing.

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5 "Under its expressed provisions, I have the  
6 right to continue my occupancy with the tenant  
7 options that extend the lease terms well into the  
8 next decade which has three years and two, five-  
9 year options until 2033.

10 "I have received no communications from the  
11 landowner either disputing my rights or perhaps  
12 seeking negotiating a buyout.

13 "I have similarly received no such  
14 communications from the rezoning applicant.

15 "I have no enforcement issues with the  
16 Village.

17 "I have checked with the Village Law  
18 Enforcement Officers and have been assured that  
19 there are no violations at the premises."

20 "If there were, they would be immediately  
21 remediated."

22 "For the record, I absolutely oppose the  
23 rezoning application to replace us with a condo  
24 development.

25 "I urge the Board to deny it.



1 "We are proud of our restaurant, our food, our  
2 service, our cleanliness inside and out, the  
3 excellent relations, we enjoy with the local  
4 neighborhood.

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5 "We are a bother to no one.

6 "We are and have always been welcomed as  
7 good neighbors. We have indeed continued the  
8 long- and well-established Lynbrook tradition of  
9 restaurant use at the premises.

10 "Tonight, I wish to emphasize that I object  
11 to the way the owner and the applicant has been  
12 proceeding with the application as though we don't  
13 exist and we don't have any rights.

14 "I believe that the Board should simply  
15 deny the application and put an end to this  
16 controversy or if any Member of the Board is even  
17 remotely considering granting it, then, I believe  
18 two things are minimally necessary, first, it is  
19 absolutely imperative that the Board require the  
20 owner and the applicant to say upfront for the  
21 record, why they believe they have the right to  
22 pursue this application in complete disregard of  
23 our rights under the lease.

24 "Second, likewise, it is imperative that  
25 under these circumstances the Board

1 "leave the Hearing open to reconvene at a future  
2 date so that I may review the explanation or  
3 allegations and give the full opportunity to  
4 review and respond to them on the record before Page | 82  
5 the Board.

6 "This has been a very upsetting ordeal for  
7 my employees and me.

8 "As a Member of the Lynbrook Family of  
9 businesses, we do not deserve to have our  
10 restaurant business cast in doubt in this way.

11 "In Summary, we hope that the Board denies  
12 the application, tonight, if not, we hope to be  
13 given the opportunity to properly respond as I  
14 have said. Thank you to the Mayor and the Members  
15 of the Board."

16 And, Mr. Wank has signed it.

17 And, I have submitted it. I would also  
18 like to submit a statement as a patron of the  
19 restaurant on my own behalf.

20 Is that acceptable?

21 MAYOR BEACH: Sure.

22 DAN WEISNER: I want the Board to know  
23 Asahi is a well-established restaurant that is  
24 patronized by local residents.

25 Due to COVID-19, few, small

1 Businesses have been lucky enough to survive the  
2 decrease in business and restrictions that the  
3 government has placed on zoning capacity.

4 Because of their loyal and local patrons, <sup>Page | 83</sup>  
5 they have been able to survive.

6 It would be horrible for the Board to  
7 change the zoning and thus shutdown another Mom-  
8 and-Pop small business.

9 And, you would be shutting them down  
10 because there is a limited amount of commercial  
11 zoning in Lynbrook that can house a restaurant of  
12 this size and so, they would have no place to  
13 relocated.

14 Regarding the merits of the application  
15 before the Board, first, by granting this change,  
16 you will be altering the essential character of  
17 the neighborhood.

18 This area is a Mom-and-Pop Main Street with  
19 original few businesses that serve the local  
20 community including a deli, two restaurants  
21 including his and a convenience store.

22 By knocking down one of the two restaurants  
23 to put up a two-story, eighteen condo building,  
24 you are altering the character of the area because  
25 instead of having an open area, there will be

1 a monstrosity of a building substantially  
2 altering the character of the area by knocking the  
3 scenic view of the houses surrounding the  
4 restaurant.

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5 This change will also be detrimental to  
6 nearby properties because it would negatively  
7 impact the property values of the houses  
8 surrounding this property on Scranton Avenue,  
9 Donna Court and Union Avenue and Thompson Place.

10 Third, this new plan will create an adverse  
11 effect on the environmental concerns for the  
12 neighborhood having a thirty-six-car parking lot  
13 is going to increase car pollution.

14 It will negatively affect the traffic in  
15 the area.

16 The traffic light at this intersection is  
17 at a central traffic hub and by adding a large  
18 increase in traffic to eighteen more families is  
19 going to significantly impact the traffic in a  
20 negative way.

21 This is also going to have a dangerous  
22 impact on the two schools that are within a mile  
23 from the restaurant.

24 This increase in traffic will add a danger  
25 to a large number of children walking and bike

1 Riding on this main street in the neighboring  
2 roads by the school.

3 I am a volunteer Fireman for over thirty  
4 years and I am a Hewlett Bay Fire District  
5 Commissioner.

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6 I know firsthand the difficulties of fire  
7 and ambulance apparatus arriving on the scene due  
8 to heavy daytime traffic congestion.

9 Again, the impact of the additional  
10 eighteen housing units and the average of two cars  
11 per household will cause additional extended time  
12 to arrive on the scene for fire and ambulance  
13 incidents.

14 In conclusion, there are a number of ways  
15 this application will negatively impact the  
16 character of the neighborhood and also impact a  
17 Mom-and-Pop business, so, we hope the Board will  
18 vote in opposition of this application and  
19 preserve the character of the neighborhood.

20 Thank you very much for giving me the  
21 opportunity to speak.

22 MAYOR BEACH: Thank you.

23 (Whereupon, applause from the audience was  
24 heard. After, the following ensued.)

25 MAYOR BEACH: Thank you for your comments.

**VILLAGE OF LYNBROOK BOARD OF TRUSTEES 11.16.2020**

1 DEPUTY MAYOR HAWXHURST: Next we have Jeff  
2 Greenfield.

3 MAYOR BEACH: Mr. Atkinson, I would like to  
4 know if there is any involvement with the Village <sup>Page | 86</sup>  
5 in this possible lawsuit?

6 VILLAGE ATTORNEY ATKINSON: I will speak  
7 to it after.

8 JEFF GREENFIELD: Citizen Taxpayer Jeff  
9 Greenfield on behalf of ML Realty. 112 Merrick  
10 Road, Lynbrook.

11 I am a forty-five-year business owner in  
12 the Village of Lynbrook, first at Frier Street  
13 and, now, on Merrick Road.

14 I am Vice President of the Lynbrook Chamber  
15 of Commerce.

16 I have thirty-seven years of zoning and  
17 land-use experience in Rockville Centre and  
18 currently as a Vice-Chair of the Nassau County  
19 Planning Commission.

20 I recused myself and didn't participate in  
21 either the deliberations or the vote on the Nassau  
22 County Planning Commission's decision rendered to  
23 the Village of Lynbrook because I wanted to speak  
24 on behalf of the application presented, here,  
25 today.

1 I was witnessed to a presentation given to  
2 the Chamber of Commerce.

3 I am glad it was read into the record, the  
4 approval of the Chamber of Commerce to this Page | 87  
5 application.

6 In my professional opinion, it is a good  
7 transition between the mutli-family to the North  
8 on Scranton Avenue and the one and two-family  
9 residential to the South, as well as, the famous  
10 adjacent retail establishment of Beckmans which is  
11 a landmark in the Village of Lynbrook, patronized  
12 by residential and business owners.

13 I am very familiar with the site.

14 I pass it almost on a daily basis and  
15 watched over the years restaurants come and go.

16 The most important thing that I like about  
17 this application and Hilary, we can repeat it,  
18 again, and again, as it is good, Mr. Bonesso's  
19 comment that there is no PILOT, no payment in lieu  
20 of taxes.

21 No IDA, just a good taxable rate and  
22 property.

23 We hard the substantial numbers and as a  
24 citizen taxpayer, I like taxable rate and  
25 properties.

1 I also am a forty-five-year volunteer  
2 firefighter, not a Commissioner, though and I  
3 respect the Lynbrook Fire Department and their  
4 ability to get the job done and to do whatever is <sup>Page | 88</sup>  
5 necessary to access a scene at a fire.

6 I watch, um, mutual aid, their  
7 professionalism and their good of the fire  
8 department and I am not at all concerned with this  
9 proposed use.

10 There is a lot of good things about this  
11 use including the height is lower and that is all  
12 in what I was saying, in my opinion, it  
13 transitions between the two neighborhoods and it  
14 transitions very nicely between those two  
15 neighborhoods.

16 The fact that there is a landlord/tenant  
17 dispute is not a concern, I think, to the Village  
18 Board.

19 It is an unfortunate situation that has to  
20 be worked out between the parties, but, it  
21 shouldn't govern your decision, here, today.

22 Landlord/tenant disputes are not uncommon  
23 and it is something to be worked out in a  
24 business-like manner.

25 And, the fact of the matter that it came



1 up tonight, I think is irrelevant, so, the issue  
2 at hand before the Village Board with respect to  
3 the rezoning of the property, um, I urge you to  
4 continue to rezone this property so that Lynbrook <sup>Page | 89</sup>  
5 would enjoy this development as a good, taxable  
6 ratable property.

7 Thank you very much.

8 MAYOR BEACH: Thank you, Mr. Greenfield.

9 DEPUTY MAYOR HAWXHURST: And, next, we have

10 - -

11 MAYOR BEACH: Deputy Mayor, one second.

12 Mr. Atkinson.

13 VILLAGE ATTORNEY ATKINSON: Mayor, you had  
14 a question regarding - -

15 MAYOR BEACH: The action between the two  
16 parties.

17 VILLAGE ATTORNEY ATKINSON: The restaurant,  
18 if I may the gentleman from Hewlett spoke in two  
19 parts, one was personal notes, that I am sure the  
20 Village Board would take into consideration that  
21 is completely admissible at the Hearing.

22 You did have a question regarding the  
23 tenant, the restaurant, Asahi and we have all been  
24 there and they do a nice job from - - I think, how  
25 would I want to put this?

1 And, I want to be as respectful to a local  
2 business as possible, there is no privity between  
3 the Village and the restaurant, fortunately, the  
4 Village would have no liability. Page | 90

5 You have an obligation under the New York  
6 State, um, you know, Constitution and the Building  
7 Department rules and the Village Code to hear an  
8 application that is put before it and, the  
9 determination and the factor of whether there is a  
10 private dispute between the landlord owner and a  
11 tenant really doesn't come into play, here.

12 It is a business transaction and a legal  
13 contract between them that they would have to sort  
14 out.

15 And, I believe that so respectfully to the  
16 owner of Asahi, who is here, by all accounts, I  
17 personally enjoy the restaurant there.

18 Did I answer your question?

19 MAYOR BEACH: Thank you.

20 Deputy Mayor?

21 DEPUTY MAYOR HAWXHURST: Next we have John  
22 Gioia.

23 You can sit at the mic if you choose to  
24 sit. I am not telling you.

25 JOHN GIOIA: My name is John Gioia.

1 573 Scranton Avenue, not too far away from Asahi.

2 I like to thank Mr. Bonesso, Mr. Nelson and  
3 Mr. Muller for their presentations.

4 They were very informative. My biggest Page | 91  
5 concern is the fact that I consider Asahi to be  
6 our kitchen and Mr. Bonesso stated there would be  
7 far less traffic and health and safety would in no  
8 way be impacted.

9 The Traffic Study that Mr. Muller quoted  
10 said that they used a peak traffic time on  
11 Saturdays, the restaurant is close from pretty  
12 much midnight to 10:00 a.m. every morning, right,  
13 every night, so, if you go by the restaurant from  
14 Monday though Friday, 7:30 in the morning, you  
15 will see exactly one car in the parking lot.

16 It belongs to the Crossing Guard that  
17 crosses all those kids that are going to school.

18 There are no cars coming out of that  
19 driveway at 7:30 in the morning.

20 You put that development there, there will  
21 be a significant amount of traffic, that is my  
22 concern.

23 Your goal here is to, I think is to let the  
24 landowner to get market value for his property but  
25 also to protect the neighborhood.

1 Um, obviously, the landlord purchased the  
2 property a long time ago and would like to see it  
3 at the best price he can get, but, hopefully, he  
4 is not expecting the rezoning because that is not <sup>Page | 92</sup>  
5 part of the process.

6 He has to apply for it.

7 Please, consider the safety of the kids and  
8 I will tell you a kid on a bicycle will behave  
9 like a kid does.

10 You add a lot more traffic to that spot,  
11 you are inviting a disaster.

12 Those are my concerns.

13 Thank you very much.

14 MAYOR BEACH: Thank you very much.

15 Any other comments?

16 DEPUTY MAYOR HAWXHURST: That was it from  
17 the list.

18 MAYOR BEACH: Closing comments?

19 ATTORNEY BONESSO: I will have Mr. Muller  
20 respond to traffic.

21 WAYNE MULLER: For the record, Wayne  
22 Muller, Robinson & Muller Engineering with Offices  
23 at 50 Elm Street.

24 As indicated in my report, we performed an  
25 analysis using industry standards, traffic

1 generations statistics of what would occur on the  
2 property, if this project were to be approved  
3 versus a restaurant using the same references for  
4 the statistics and we look at a restaurant that Page | 93  
5 would be open for breakfast, lunch and dinner on  
6 weekends and events and compared that to what the  
7 residential development would generate.

8 And, as indicated in Table 2 of my report,  
9 during all cases, if the restaurant, if this  
10 restaurant, say went under and another facility  
11 took over that was open for breakfast, in all  
12 cases it was open for lunch, breakfast and dinner,  
13 in all cases, would generate less traffic.

14 MAYOR BEACH: Sorry to interrupt you, if I  
15 may ask a question, you did not actually go out to  
16 the site and monitor that site, you used a  
17 generalization of other restaurants?

18 WAYNE MULLER: Correct and the reason why I  
19 did that is twofold; especially with the rules and  
20 regulations that are in effect, now, in the State  
21 of New York, um, the restaurant activities changed  
22 from what it would be three, four, five months  
23 from, now, hopefully by the end of the year, so,  
24 we won't get a real representative feeling for  
25 what it would have generated pre-COVID, so, that

1 is why we didn't do that.

2 MAYOR BEACH: Okay.

3 WAYNE MULLER: Again, the proposed project  
4 would generate no matter how you look at it, Page | 94  
5 significantly lesser volumes of traffic than a  
6 restaurant that was fully functioning on that  
7 property.

8 Thank you.

9 MAYOR BEACH: Thank you.

10 Any questions?

11 (Whereupon, "no" was heard. After, the  
12 following ensued.)

13 ATTORNEY BONESSO: I would simply close with  
14 an indication of my agreement with both Village  
15 Counsel's assessment and citizen taxpayer  
16 Greenfield's assessment of the assertions made,  
17 um, by the restaurant tenant.

18 Again, I respect your situation and your  
19 position, um, but the agreement that my client has  
20 with the property owner is a valid contract.

21 Additionally, when we filed our  
22 applications to this Board, we filed them with  
23 consents signed and notarized by the property  
24 owner indicating his consent to the application.

25 If there is a landlord/tenant

1 Dispute that is certainly between them and perhaps  
2 the restaurant owner does have certain rights that  
3 will be revealed, but, that is a legal proceeding  
4 separate and apart from this proceeding before Page | 95  
5 this Board.

6 And, as noted by Counsel, it is really not  
7 something that can take any kind of precedence  
8 over your decision on this application.

9 Referring to the personal comments of Mr.  
10 Weisner, he was present at one of the Community  
11 Meetings and he expressed his concerns, um, as  
12 much as I respect his personal opinions and  
13 beliefs, we have had Real Estate Expert testimony  
14 that this will actually enhance the surrounding  
15 community, will actually improve the character of  
16 the neighborhood and will have only a positive  
17 impact on neighboring property values.

18 We have had expert Real Estate testimony  
19 that has indicated that the traffic generated by  
20 the proposed use will be far less than the traffic  
21 generated by the present use or a future  
22 restaurant on that site and that the parking is  
23 more than adequate at the site.

24 So, based upon all the expert testimony  
25 provided to this Board, the details

1 and facts upon the project, we would ask the Board  
2 to give favorable consideration to both the  
3 rezoning application and the special use permit.

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4 Thank you.

5 MAYOR BEACH: Thank you.

6 At this point, I ask the Board for a  
7 decision.

8 TRUSTEE BOCCIO: Mr. Mayor, I move that the  
9 Public Hearing be closed being that there is  
10 nobody else here to speak on this matter and we  
11 reserve decision on this.

12 DEPUTY MAYOR HAWXHURST: Second.

13 MAYOR BEACH: There is a second, all in  
14 favor?

15 (Whereupon, a vote of aye was heard by all.  
16 After, the following ensued.)

17 MAYOR BEACH: Thank you very much.

18 We are closing the Public Hearing at 8:46.

19 John, so, we can get a mic on it.

20 VILLAGE ADMINISTRATOR GIORDANO: We need to  
21 take two votes. We combined both matters into one  
22 Public Hearing but there should be a separate vote  
23 for the rezoning, as well as the special use  
24 permit application. We need a second Motion.

25 MAYOR BEACH: To allow - -



1 VILLAGE ADMINISTRATOR GIORDANO: Special  
2 use.

3 TRUSTEE BOCCIO: I will adopt to include  
4 both matters before the Board.

5 VILLAGE ADMINISTRATOR GIORDANO: I say  
6 there should be two.

7 DEPUTY MAYOR HAWXHURST: I move we close  
8 the Public Hearing with regard to the rezoning and  
9 reserve decision.

10 TRUSTEE REARDON: Second.

11 MAYOR BEACH: All in favor?

12 (Whereupon, a vote of aye was heard by all.

13 After, the following ensued.)

14 MAYOR BEACH: Next on the agenda, actually,  
15 is a Public Hearing to consider the repair and  
16 construction of sidewalks.

17 The Public Hearing is open to the public at  
18 8:47 for a Public Hearing for dangerous conditions  
19 of sidewalks and curbs at the location of 181  
20 Nottingham, 28 Clifford Street, 215 Vincent  
21 Avenue, is there anybody here from these  
22 locations, from those residences?

23 Nobody is here, so this repair will be done  
24 if the repair is not done, failure to repair this  
25 by the owners, the Village will do the repairs

1 and the cost will be assessed against said  
2 property.

3 DEPUTY MAYOR HAWXHURST: So moved.

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4 TRUSTEE REARDON: Second.

5 MAYOR BEACH: All in favor?

6 (Whereupon, a vote of aye was heard by all.  
7 After, the following ensued.)

8 MAYOR BEACH: We close the Public Hearing  
9 at 8:48 p.m.

10 We need to ratify 6-A attending training  
11 for P.D., the Police Chief went to Lake George,  
12 unfortunately, it wasn't warm for him.

13 They discussed the police reform, so, I  
14 want to ratify this.

15 It is for the Board to approve.

16 TRUSTEE REARDON: So moved.

17 TRUSTEE BOCCIO: Second.

18 MAYOR BEACH: All in favor?

19 (Whereupon, a vote of aye was heard.  
20 After, the following ensued.)

21 MAYOR BEACH: Thank you.

22 Next is Item 6-B.

23 I would recommend tabling this for the  
24 Building Department to investigate this further.

25 TRUSTEE BOCCIO: So moved.

1 TRUSTEE REARDON: Second.

2 MAYOR BEACH: All in favor?

3 (Whereupon, a vote of aye was heard by all.

4 After, the following ensued.)

5 MAYOR BEACH: And, then, we have a payout  
6 for Julia Communale.

7 She was employed for one year at the  
8 Library. She left. She resigned her part-time  
9 position.

10 Her final rate was thirteen dollars. The  
11 payout is \$89.70.

12 I need an approval.

13 TRUSTEE REARDON: So moved.

14 TRUSTEE BOCCIO: Second.

15 MAYOR BEACH: All in favor?

16 (Whereupon a vote of aye was heard by all.

17 After, the following ensued.)

18 MAYOR BEACH: And, also, there was a - -

19 TRUSTEE REARDON: Michael McDonald.

20 MAYOR BEACH: - - Michael McDonald. He  
21 resigned also, he was employed for three years.

22 His payout, his final hourly rate was  
23 \$15.19 and his payout is five hundred and seven  
24 dollars and twenty-seven cents.

25 I need approval.

1 TRUSTEE BOCCIO: So moved.

2 TRUSTEE REARDON: Second.

3 MAYOR BEACH: All in favor?

4 (Whereupon, a vote of aye was heard by all. Page | 100

5 After, the following ensued.)

6 MAYOR BEACH: And, there was an  
7 authorization, John, I need a Motion to allow John  
8 to send out for a Grant.

9 It is called SAM Grant to get some money  
10 from Senator Kaminsky to provide assistance in our  
11 walking path.

12 This is from the SAM fund, so, yeah, I need  
13 a Motion to approve so John can write the letter.

14 DEPUTY MAYOR HAWXHURST: So moved.

15 TRUSTEE REARDON: Second.

16 MAYOR BEACH: All in favor?

17 (Whereupon, a vote of aye was heard from  
18 all. After, the following ensued.)

19 MAYOR BEACH: And, then, there is another  
20 contract for services with the Nassau County  
21 Lynbrook Police Department and Nassau County  
22 Police Department for STOP DWI, pay the Village  
23 six thousand dollars to assist with DWI stopping.

24 I need a Motion.

25 DEPUTY MAYOR HAWXHURST: So moved.

1 TRUSTEE BOCCIO: Second.

2 MAYOR BEACH: All those in favor?

3 (Whereupon, a vote of aye was heard by all.

4 After, the following ensued.)

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5 MAYOR BEACH: And, set the dates for the  
6 Village Election, March 16<sup>th</sup>. I need a Motion.

7 DEPUTY MAYOR HAWHURST: So moved.

8 TRUSTEE REARDON: Second.

9 MAYOR BEACH: All in favor?

10 TRUSTEE BECKER: Mr. Mayor, if I just could  
11 jump in here for a second, right, now, it only has  
12 the Rec. Center - -

13 MAYOR BEACH: That is correct.

14 TRUSTEE BECKER: - - As a location and  
15 with what we are going through, right, now, with  
16 COVID and what not, would it be possible for us to  
17 add the, um, Lynbrook Library, the Village Hall so  
18 that there would be more social distancing going  
19 on if the Board could take that into  
20 consideration, obviously, it would make things  
21 easier on the South side of Town.

22 VILLAGE ADMINISTRATOR GIORDANO: Absentee  
23 ballots - -

24 MAYOR BEACH: We will take that - -

25 TRUSTEE BECKER: A lot of people

1 in Lynbrook like to vote in person.

2 MAYOR BEACH: I think it was seconded  
3 already, do I have to do a - - are we staying with  
4 the one area? Page | 102

5 Was there a vote?

6 DEPUTY MAYOR HAWXHURST: I think the Rec.  
7 Center area is large enough with social  
8 distancing.

9 With the library in the past elections, we  
10 had to address an issue with lighting, you know,  
11 the tables were on top of each other.

12 TRUSTEE BECKER: It really makes it  
13 difficult for people on the South side of Town to  
14 have to schlep all the way across Town to the Rec.  
15 Center.

16 If they were at the library, it would be  
17 more convenient for them, as I said with COVID-19  
18 - -

19 MAYOR BEACH: I remember last year it was  
20 done at the Rec. Center and it actually worked out  
21 very well, very large turn out at that time, so -  
22 -

23 (Whereupon, a vote of aye was heard from  
24 all except Trustee Becker.)

25 MAYOR BEACH: Next on the agenda

1 is the budget transfer.

2 DEPUTY MAYOR HAWXHURST: So moved.

3 TRUSTEE REARDON: Second.

4 MAYOR BEACH: All in favor?

5 (Whereupon, a vote of aye was heard from  
6 all. After, the following ensued.)

7 MAYOR BEACH: Last is the bills.

8 TRUSTEE BOCCIO: I move that the bills  
9 listed on the abstract of audited vouchers be  
10 approved as soon as they have been audited by the  
11 majority.

12 TRUSTEE REARDON: Second.

13 MAYOR BEACH: Second?

14 TRUSTEE REARDON: I second.

15 MAYOR BEACH: All in favor?

16 (Whereupon, a vote of aye was heard.  
17 After, the following ensued.)

18 VILLAGE ADMINISTRATOR GIORDANO: Mayor, let  
19 me mention, I think it is important to mention at  
20 the May Board Meeting, we voted to approve the  
21 option for the developer of the Capri project.

22 He offered to do a land swamp agreement  
23 which we gave him an option in selling him Roxy  
24 Place, he was going to donate 14 St. James Street  
25 for the expansion of Parking Field 8.

1 What has happened since, is that the  
2 developer has opted to pay us for Rocky Place.

3 We did receive the check, so, Bennett, at  
4 this time asked that you do a separate vote to <sup>Page | 104</sup>  
5 ratify the payment directly, um, to the  
6 developer for 14 St. James.

7 MAYOR BEACH: Motion.

8 TRUSTEE REARDON: So moved.

9 MAYOR BEACH: Second?

10 DEPUTY MAYOR HAWXHURST: Second.

11 MAYOR BEACH: All in favor?

12 TRUSTEE BECKER: I kind of lost that, Mr.  
13 Mayor, if you could clarify that, John, I kind  
14 of lost what was going on there.

15 VILLAGE ADMINISTRATOR GIORDANO: The land  
16 swap agreement was never - - after the developer  
17 asked for it, he later decided not to exercise  
18 that option so instead he gave us a check for  
19 Roxy Place for the Capri project and that was  
20 all subject to the property that he owned at 14  
21 St. James appraising for equal value of five  
22 hundred thousand dollars, so, actually, what  
23 ended up - - what happened, it appraised for  
24 less.

25 It appraised for four eighty.



1 We don't have to pay five hundred for that  
2 property anymore.

3 We can pay four hundred eighty so we are  
4 actually making twenty grand on it because of he  
5 time but the original plan was to actually do an  
6 even trade for Roxy Place for the property.

7 TRUSTEE BECKER: This is not on the agenda,  
8 tonight?

9 VILLAGE ADMINISTRATOR GIORDANO: No because  
10 what happened was the original plan was to do an  
11 even trade for the properties.

12 TRUSTEE BECKER: Wouldn't we still want  
13 this on the agenda?

14 VILLAGE ADMINISTRATOR GIORDANO: Excuse me,  
15 it was the May Board Meeting we voted to do an  
16 even swap.

17 TRUSTEE BECKER: If we are going to make a  
18 vote tonight, it should really be on the agenda.

19 If you are going to do a vote, tonight it  
20 should really be on the agenda.

21 VILLAGE ADMINISTRATOR GIORDANO: You can  
22 ask for that. This is how it has come down.

23 TRUSTEE BECKER: Isn't that kind of  
24 according to law, if you are going to do a vote  
25 on something.

1 MAYOR BEACH: You can present it at the  
2 time that the Board is in session.

3 There was a Motion, did I get a second.

4 TRUSTEE REARDON: Second.

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5 (Whereupon a vote of aye was heard by all  
6 except Trustee Becker.)

7 MAYOR BEACH: Thank you very much.

8 DEPUTY MAYOR HAWXHURST: Can I jump in, one  
9 thing, I know we usually start making plans for  
10 our local holiday events coming up, we kind of  
11 kick that off with the sale of Breakfast with  
12 Santa tickets right after Thanksgiving, Santa  
13 arriving in the parking lot sponsored by the  
14 Chamber.

15 You know I think this year with COVID, we  
16 are going to have to eliminate some of those  
17 events, sadly there will be no Breakfast with  
18 Santa.

19 Santa has been informed. He wasn't happy  
20 but, you know, we have to do what is best at  
21 this time.

22 We will be having separate events, so,  
23 please, watch the website and Facebook for  
24 events.

25 We will be social distancing

1 Holiday events, so, again, please watch for these  
2 upcoming events.

3 We had a very successful spooky drive-thru.

4 There will similar-type events for the holiday  
5 season, so keep a look out for what will be  
6 offered and you know enjoy your holidays.

7 I just want to wish everybody a Happy  
8 Thanksgiving.

9 MAYOR BEACH: Thank you, Michael for remind  
10 me of that.

11 There is another thing that came up that we  
12 are going to do for the Veterans Day DPW made a  
13 B-17 make believe bomber that is parked here at  
14 Village Hall.

15 They did it in respect of World War II  
16 Veterans.

17 Mr. Healy came up with the idea that we are  
18 going to keep that B-17 here at Village Hall and  
19 it will become a drop-off for your Santa letters  
20 to be placed in.

21 There will be a mail slot placed in it and  
22 people can drop-off their letters to Santa and a  
23 couple days before Christmas it will fly off to  
24 the North Pole and be monitored as it arrives to  
25 the North Pole and let everybody know

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that your wishes have been dropped off and keep  
that in mind.

TRUSTEE REARDON: That is amazing, Mr.  
Mayor, that opportunity, those letter will go in  
that plane.

MAYOR BEACH: Direct flight, airmail.

I wish everyone a Happy Thanksgiving and be  
safe. Thank you.

TRUSTEE BOCCIO: Move we adjourn.

TRUSTEE REARDON: Second.

(Whereupon, a vote of aye was heard by all.

Whereupon, the Board of Trustees was  
concluded. Time noted: 9:01 p.m.)

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CERTIFICATE BY COURT REPORTER

I, do hereby certify that the foregoing testimony in the matter of the Village of Lynbrook, Board of Trustees Meeting held on November 16, 2020, consisting of pages 1 through 108 inclusive is an accurate transcription of my cryptic notes.

IN WITNESS WHEREOF, I SET MY HAND THIS DAY.



*CFM*

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