

SMITHTOWN

Town in talks to buy adult club

Bar, near the bull statue, has long been targeted

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Smithtown may buy a topless bar that has operated for decades across from the town's iconic bull statue on West Jericho Turnpike despite officials' efforts to zone it out of the location.

"We've been working on removing that blight from the Town of Smithtown" for over 20 years, Deputy Supervisor Thomas McCarthy said of The Oasis Gentlemen's Club in an interview last week. "Now they

have shown an interest in selling to us."

Howard Greenberg, one of the club's lawyers, said, "We're going to work along with the town to see if something can happen." But the club's owner won't be pushed, he said. "If a deal is going to be made, we have to agree to it."

Council members last Tuesday authorized an appraisal of the property, which last sold in 1996 for \$300,000 to 490 W. Jericho Realty Corp., according to property records. The club is owned by TJS of New York, according to court records. Thomas Murray of Pelham Manor is chief executive of both companies, according to New York State records.

Purchasing the property would "allow us to have kayak

and canoe launching for residents and a possible visitor center in the building," McCarthy said. The property backs onto the Nissequogue River.

The site, across from the Whisper the Bull statue, has been used for adult entertainment since 1979, despite legal wrangling with the town and to the chagrin of civic leaders and elected officials, who in 1994 enacted zoning restricting adult businesses to industrial and shopping center business zones. The ordinance categorized existing adult businesses outside of those zones as nonconforming uses after 1998 and restricted the businesses from operating within 500 feet of public places, including schools and parks.

When town officials tried to close the bar in 2003, TJS sued in

Eastern District of New York on free speech grounds, arguing that the town did not give adequate alternative sites or avenues of communication for the business. The case rose to the United States Court of Appeals for the Second Circuit before it was remanded to the district court and dismissed in 2010.

How the club remains open in the same location almost a decade later was unclear. Town attorney Matthew Jakubowski did not make himself available for an interview last week. Town spokeswoman Nicole Garguilo said that in 2014 Jakubowski opened an investigation into the club and later issued summonses. He is "currently prosecuting this in district court," she said.

Greenberg would not speak

in detail, but said, "The business operates in accordance with the law."

Anthony Guardino, a lawyer specializing in land use and municipal issues at the Farrell Fritz firm in Hauppauge, said the case had added nuance to Supreme Court decisions on the First Amendment. While the district court found that alternative sites existed when Smithtown passed its zoning, the appeals court held that the First Amendment requires courts to also consider the adequacy of alternative sites available when zoning is challenged, he said.

"City, town and village planners need to be aware of this," he said. If alternative sites aren't available at the time of challenge, "that's going to create a constitutional issue."

NEW HYDE PARK

Pool repairs in dispute, town withholds \$2M

BY KRISTOPHER J. BROOKS
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North Hempstead Town officials have sent a letter to a Wantagh-based construction company alleging that it has defaulted on a \$21 million contract by failing to complete a string of repairs at Clinton G. Martin Park in New Hyde Park.

The town is withholding \$1.97 million from Gramercy Group, which disputes the claims, until the work is done at the park's pool facility, town officials said.

The town hired Gramercy Group in May 2017 to perform the renovations. A contract between the town and Gramercy required the company to provide all necessary labor, material and equipment. A letter dated Wednesday to Gramercy from the town's public works department said there was still work to be done after the pool reopened last summer.

"It is the town's position that Gramercy has defaulted and is in material breach of the contract," the letter states.

Michael McKenna, a New Jersey-based attorney representing Gramercy Group, said his client does not agree with the town's claims of unfinished work, and



Despite the dispute, officials said the Clinton G. Martin Park pool will be ready for opening day June 15.

the company wants to discuss the matter further with North Hempstead officials.

"None of them [concerns about unfinished items] were raised during the time the construction was ongoing," McKenna said. "The story could seem like 'Company comes in and does a horrible job and leaves the town holding the bag.' That's not what's happening here."

Despite the contract dispute, town officials said the pool,

which was built more than 50 years ago, will be ready for opening day June 15.

"None of the unfinished work impacts the health, safety and welfare of pool-goers and will not delay this season's opening of the pool," said town spokeswoman Carole Trottere.

Town officials reopened the pool facility last June even though the Nassau County fire marshal said it had missing fire detection equipment.

McKenna said town officials

did not approach Gramercy with concerns about unfinished work until November 2018, five months after the facility opened to the public.

North Hempstead's letter to Gramercy outlined a list of unfinished work that town officials want completed.

The town alleges that Gramercy did not finish all the work by the agreed upon April 24, 2018, deadline and that it didn't properly manage the work being done by its

subcontractors, according to the letter.

Among the letter's 18-point list of unsatisfactory work:

- Domestic water plumbing was installed in spaces that are subject to freezing temperatures.
- The hydronic boiler in the South building was installed improperly and has been exposed to chlorinated water.
- The fire alarm system is missing a double check valve, according to the Nassau County fire marshal.
- A sump pump and hose connection to the chlorinator for the main pool wasn't properly repaired and connected.
- There were no gravity overflow drain lines installed for the main pool surge tank.
- The pool and its waterslide have cracking in the marble dust, and there are cracks in the concrete slab of the spray pad.
- There was incomplete sanitary drainage in the North building.
- The wooden handrails on the pool deck are failing.
- The partitions installed in the attic are not compliant with fire safety regulations.
- There are no Americans with Disabilities Act-compliant spaces in the restrooms and changing rooms.