

Finding another Oasis?

Local gentleman's club gets town's cold shoulder

by Justin Petrone

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The inside of the Oasis — a gentleman's club located at 490 Jericho Turnpike in Smithtown, next to Suffolk County's Paul Given Park, and opposite the famous sculpture of Richard "Bull" Smith's bull, is as gentlemanly as gentleman's clubs come.

Even on a dark December day, the inside is darker. Everything is black, from the tables to the walls, and the faces of the clientele are difficult to make out — even from a few feet away. The only real lighting is from neon signs that invite one to "the VIP room" or to have a drink at the bar.

The outside though, tells a different story. Innocuous and white, made of wood and bricks — the Oasis might as well be your run of the mill sports bar or boating supplies store.

It's a distinction that allows Patrick Vecchio, the town supervisor, to admit that the Oasis probably offends relatively few of his constituents by existing in an area in which it is not permitted under current zoning law.

"Can you tell what goes on in there when you drive by?" he asked rhetorically in an interview at his office on November 23.

The apparent answer is "no" — but that reality didn't stop Vecchio and the town council of Smithtown from unanimously authorizing the transfer of \$10,000 at the last Town Hall meeting to the law firm of Sobel and Seidell, LLP to continue its lawsuit against TJS of New York, the company that owns and operates the Oasis.

The transfer is but one more daily event in a litany of litigation that has followed the Oasis since 1994, when the board enacted a new zoning ordinance that barred the existence of clubs like the Oasis, that specialize in adult entertainment, from operating within 500 feet of a park.

When the town moved to enforce its ordinance, by not issuing the club, then called The Habitat, a new certificate of occupancy following an arson fire in December 1998, The Habitat fired back with its own lawsuit in First District Federal Court that alleged that the club's First Amendment rights were being infringed upon due to the enforcement of the new zoning ordinance.

A January 2000 decision by federal Magistrate Arlene Lindsay said the town was forced to give The Habitat an occupancy permit and public assembly permit, and to suspend its 1994 ordinance for 30 days.

When the town moved to enforce its zoning ordinance again in August of that year, a stipulation was signed wherein the two parties agreed that the town would help the Oasis move to a more suitable location, and allow the operation to stay until September 2003.

The deadline came and went, after which the Town of Smithtown decided to seek an injunction in local district court against TJS of New York for operating without a valid certificate of occupancy and public assembly permit in June 2004.

According to Howard Greenberg, the Melville-based attorney for the Oasis, Judge Stephen Hackeling ruled in Suffolk County's Third District Court that the Oasis did indeed have the necessary permits when a decision was reached this past summer.

Now the two parties are scheduled to meet again in January or February, 2005, according to Greenberg, in a final battle in federal District Court before the same magistrate who oversaw the 2000 agreement, that will decide whether or not the little white house across from the bull gets to stay forever, or has to start anew elsewhere in the Town of Smithtown.

Greenberg is maintaining that the Town of Smithtown has reneged on its promise to help his client find a suitable location to move to.

"We have tried to relocate but there are no reasonable places to relocate to," said Greenberg. "The town has put forth locations like the sandpit, or the parking lot at the Smith Haven Mall – that's not reasonable," he said.

Now Magistrate Lindsay will have the final say in what becomes of the Oasis.

"If the judge rules that there are no alternative locations, then that's it – we get to stay," said Greenberg. "If she doesn't, then we have to move."

Ken Seidell, the attorney from Sobel and Seidell, LLP, who is acting as special counsel on behalf on the town in this case, did not return phone calls by press time.

During the interview with Vecchio, the supervisor summed up the town's argument: "We had an agreement that we would give them three years to recoup their investments and move. They have not upheld their end of the agreement," he said.