

**Minutes - Board Meeting – 02/08/2023**

Minutes of the meeting of the Board of Trustees of the Incorporated Village of Mineola held Wednesday, February 8, 2023 at Village Hall, 155 Washington Avenue, Mineola, New York 11501.

**PRESENT:** Mayor Paul A. Pereira  
Trustee Paul S. Cusato  
Trustee Janine Sartori  
Trustee Jeffrey M. Clark  
Trustee Donna M. Solosky

**ALSO PRESENT:** Village Attorney John P. Gibbons, Jr.  
Village Clerk Bryan L. Rivera  
Deputy Village Clerk Linda Pardo  
Superintendent of Buildings Liam P. O’Keefe

**Press Observer:** None

**Sunshine Observers:** 4 Observers

**Mayor Paul A. Pereira called the Public Hearing to order at 6:35 PM**

*A Public Hearing was held at 6:35 PM at the Village Hall, 155 Washington Avenue, Mineola, New York, 11501 in order to receive public comment upon the following:*

**APPLICATION OF SULEMAN ABID FOR A SPECIAL USE PERMIT PURSUANT TO CHAPTER 550 OF THE CODE OF THE INCORPORATED VILLAGE OF MINEOLA, ENTITLED “ZONING”, SECTION 550-12 ENTITLED “B-1 DISTRICTS”, SUBSECTION (B) ENTITLED “SPECIAL USES” TO ESTABLISH A SOCIAL ADULT DAYCARE CENTER UPON THE PROPERTY KNOWN AS 185 WILLIS AVENUE, MINEOLA, NEW YORK, KNOWN AND DESIGNATED ON THE NASSAU COUNTY LAND AND TAX MAP AS SECTION 9, BLOCK 410, LOTS 562-565.**

*The application was presented by Suleman Abid. No speakers from the public addressed the Board.*

**Resolution No. 039-23**

Resolved to declare the Special Use Application of Suleman Abid for a Special Use Permit pursuant to Chapter 550 of the Code of the Incorporated Village of Mineola, entitled “Zoning”, Section 550-12 entitled “B-1 Districts”, Subsection (B) entitled “Special Uses” for the purpose of establishing a social adult daycare center upon the property known as 185 Willis Avenue, Mineola, New York, known and designated on the Nassau County Land and Tax Map as Section 9, Block 410, Lots 562-565, as a Type II action pursuant to S.E.Q.R.A.

Motioned by Trustee Paul S. Cusato  
Seconded by Trustee Donna M. Solosky

**Vote:**

**Yes**

**No**

**Abstain**

Mayor Paul A. Pereira  
Trustee Paul S. Cusato  
Trustee Janine Sartori  
Trustee Jeffrey M. Clark  
Trustee Donna M. Solosky

**Resolution No. 040-23**

BOARD OF TRUSTEES  
INCORPORATED VILLAGE OF MINEOLA  
-----X

In the Matter of the Application of

SULEMAN ABID

**DECISION**

For a Special Use Permit pursuant to Chapter 550,  
Section 550.12 of the Code of the Incorporated  
Village of Mineola, at premises known as 185 Willis  
Avenue, Mineola, New York, known and designated  
on the Nassau County Land and Tax Map as Section  
9, Block 410, Lots 562-565.  
-----X

NAME OF APPLICANT:	Suleman Abid
SUBJECT PROPERTY:	Section 9, Block 410, Lots 562-565
STREET LOCATION:	185 Willis Avenue Mineola, New York 11501
ZONING DISTRICT:	Business "B-1" District
RELIEF REQUESTED:	Application for a Special Use Permit pursuant to Chapter 550, Section 550-12 to establish a social adult day care upon the property.
PUBLICATION & POSTING:	All in accordance with applicable laws, rules and regulations.
DATE OF HEARING:	February 8, 2023
APPEARANCE:	Suleman Abid, CEO of Rehana Adult Daycare Center

**DECISION:**

Suleman Abid (hereinafter, “Applicant”), is before this Board, pursuant to Chapter 550, Section 550.12 of the Municipal Code of the Incorporated Village of Mineola, for a special use permit to establish a social adult day care facility upon the property known as 185 Willis Avenue, Mineola, New York (known and designated on the Nassau County Land and Tax Map as Section 9, Block 410, Lots 562-565) (hereinafter, the “Property”).

By Notice of Disapproval, dated August 9, 2022, Applicant's building permit was denied. The Building Inspector determined that the proposed application is contrary to the Village's zoning regulations. Applicant was thus required to seek relief before the Board of Trustees for a special use permit to establish an adult day care facility upon the Property.

Based upon the evidence adduced at the public hearing, and the documentation submitted to the Board in support of the application, the Board makes the following findings of fact:

- 1) Applicant is seeking to establish an adult day care facility upon the property known as 185 Willis Avenue, Mineola, New York;
- 2) Applicant will occupy the entire first floor of the building at 185 Willis Avenue;
- 3) Applicant's social adult day care requires licensing and oversight by New York State;
- 4) Applicant has 25 parking spaces for its exclusive use at the Property;
- 5) The proposed hours of operation are 9:00 am to 2:00 pm, Monday-Friday; and
- 6) The proposed use, subject to the conditions imposed by this Board, will provide a desirable service and convenience to the Village.

Based upon the above findings, it is hereby determined that the proposed use, subject to the conditions stated below, is harmonious to the "B-1" District, will conform to the general character of the neighborhood and that the public health, morals, safety and general welfare of the neighborhood will be secured by the granting of the requested Special Use Permit. Further, it is hereby determined that the Special Use Permit will provide a desirable facility to the area and will not be incongruous to the neighborhood by reason of excessive traffic.

**IT IS THEREFORE RESOLVED**, that the Special Use Permit is **GRANTED** subject to the following conditions:

- 1) Applicant shall obtain and maintain all necessary licenses, permits and approvals from all agencies having jurisdiction with respect to a social adult day care;
- 2) Applicant's operation of a social adult day care shall be conditioned upon the Applicant submitting the appropriate documentation to the Village confirming that Applicant has satisfied all of the necessary requirements from all agencies having jurisdiction;
- 3) Applicant shall install and maintain a security/alarm system and check-in/check-out protocols to protect all clients and staff at the Property;
- 4) Applicant shall utilize the parking lot at the Property for all drop-offs and pick-ups. The Village shall maintain jurisdiction over the site, particularly with respect to the safety and convenience of ingress into and egress from the Property by vans, ambulette and/or ambulance. In the event that such entrance/exit shall require modification, the Applicant shall make further application before the Board of Trustees for an amendment of this approval or the Board of Trustees shall direct such modification;

- 5) Applicant shall not cook and/or prepare food upon the Property;
- 6) Applicant shall properly dispose of all medical waste and shall utilize a private sanitation service for daily garbage removal which shall not occur before 6:00 am;
- 7) All social rooms and treatments are for patients only and will not be utilized by the general public;
- 8) Each of these conditions is material to the approval granted by the Board of Trustees. Violations of any of the conditions of this Special Use Permit shall subject the applicant or its successors to enforcement pursuant to the Village’s Municipal Code, including possible revocation of this Special Use Permit;
- 9) The representations made by Applicant on the record in this proceeding have been deemed material to this application and have been relied upon by the Board of Trustees in its deliberations and decision. Applicant’s representations are deemed to be part of the conditions of this Special Use Permit; and
- 10) Violation of a condition set forth in this Special Use Permit shall be deemed a violation of the Village Zoning Law and shall subject the owner or occupant of the premises to all penalties set forth in the Zoning Law.

Dated: Mineola, New York  
February 8, 2023

Motioned by Trustee Janine Sartori  
Seconded by Trustee Paul S. Cusato

Village Clerk Bryan L. Rivera polled the Board:

<b>Vote:</b>		
<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>
Mayor Paul A. Pereira		
Trustee Paul S. Cusato		
Trustee Janine Sartori		
Trustee Jeffrey M. Clark		
Trustee Donna M. Solosky		

**Mayor Paul A. Pereira requested a motion to close the Public Hearing at 7:04 PM.**

Motioned by Trustee Janine Sartori  
Seconded by Trustee Donna M. Solosky

<b>Vote:</b>		
<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>
Mayor Paul A. Pereira		
Trustee Paul S. Cusato		
Trustee Janine Sartori		
Trustee Jeffrey M. Clark		
Trustee Donna M. Solosky		

**Mayor Paul A. Pereira called the Work Session to order at 7:05 PM.**

**PRESENT:** Mayor Paul A. Pereira  
Trustee Paul S. Cusato  
Trustee Janine Sartori  
Trustee Jeffrey M. Clark  
Trustee Donna M. Solosky

**ALSO PRESENT:** Village Attorney John P. Gibbons, Jr.  
Village Clerk Bryan L. Rivera  
Deputy Village Clerk Linda Pardo  
Superintendent of Buildings Liam P. O’Keefe

**Press Observer:** None

**Sunshine Observers:** None

*Mayor Paul A. Pereira made a brief statement regarding Governor Hochul’s proposed housing compact and encouraged residents to contact Senator Martins, Senator Thomas, Assemblyman Ra and Governor Hochul to voice their opposition to the proposal.*

*Village Attorney John P. Gibbons, Jr. read the following SEQRA Negative Declaration and then requested a motion to approve the Negative Declaration resolution:*

**SEQRA Negative Declaration**

*Lead Agency:* Village of Mineola, Board of Trustees

*Address:* 155 Washington Avenue  
Mineola, New York 11550

*Date:* February 8, 2023

This notice is issued pursuant to 6 NYCRR Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act – SEQRA) of the Environmental Conservation Law. The Village of Mineola Board of Trustees, as lead agency, has determined, subsequent to review of the Environmental Assessment Form (Parts 1, 2 and 3), consideration of other relevant factors, and review of 6 NYCRR Part 617, that the proposed action described below will not have a potential significant adverse effect on the environment.

*Title of Action:* A 92 unit multifamily residential development project known as “Willis Yard Lot”.

*SEQRA Status:* Unlisted Action

*Location:* 111 Second Street (Southwest corner of Second Street and Willis Avenue), Village of Mineola, Nassau County, New York known and designated on the Nassau County Land and Tax Map as Section 9, Block 426, Lots 7, 8, 113, 212 & 213.

*Description of Action:* The Proposed Action involves an application for approval under the Village’s Historic Overlay District law (§550-15.3 of the Village Code), site plan approval, and relaxation of certain dimensional requirements, as well as other approvals to permit the development of a 0.66±-acre property located at the Southwest corner of Second Street and Willis Avenue, in the Village of Mineola, Nassau County, New York (the “residential lot”). The purpose of the proposed action is to develop the residential lot with a 92 unit multifamily residential development. In conformance with the Village Code, the applicant is providing community benefits and amenities in accordance with Village requirements in terms acceptable to both the applicant and the Village.

**Reasons Supporting This Determination:**

1. The proposed action has been evaluated in accordance with the Criteria for Determining Significance as contained in SEQRA 6NYCRR Part 617.7 (c), and has been evaluated through review of the following materials:
  - Building Permit Application;
  - Notice of Disapproval, dated September 29, 2022;
  - Architectural Site Plans and Elevations for the proposed Multi-Family Building, prepared by Ismael Leyva Architects;
  - Part 1 - Full Environmental Assessment Form with Attachments, dated May 11, 2022, prepared by Lalezarian Propertues, LLC;
  - Traffic Report Analysis Report, November 3, 2022, prepared by VHB Engineering, Landscape Architecture and Geology, P.C.
  - Nassau County Planning Commission Resolution No.10513-23, adopted January 26, 2023.
2. The proposed action is not expected to cause any significant adverse environmental impacts on the surrounding area. The existing conditions and considerations within the Zoning District are briefly described below:
  - i. The Proposed Action would be consistent with other recently completed multifamily residential buildings throughout the Village and takes advantage of the areas potential to offer a vibrant, pedestrian oriented experience.as a whole.
  - ii. Long Island severely lacks multifamily housing options and has failed to meet the current and anticipated housing demands. The lack of housing options underscores the necessity to build higher-density and affordable housing options.
  - iii. Under existing conditions, the Subject Property is vacant and underutilized. The Proposed Action would improve the Subject Property with a modern development that aligns with current needs for diversified housing options near the LIRR station and walkable commercial corridors.
  - iv. The construction of the proposed residential multifamily building will further the objectives of the comprehensive plan of the Village. The overall theme of the *Comprehensive Master Plan for the Village of Mineola* (November 2005) (*Comprehensive Master Plan*), prepared by the Mineola Community Planning

Committee with Phillips Preiss Shapiro Associates, Inc. is to build upon Mineola's strong sense of community among its residents. The *Comprehensive Master Plan* envisions the Village as an even more desirable, safe and attractive place to live and work and the *Comprehensive Master Plan's* strategy is to protect what is best about Mineola while tapping the Village's potential.

- v. The reinvigoration of the vacant, underutilized property within the Village's newly created Historic Overlay District and the addition of 92 households would add to the economic growth of Mineola and its surrounding neighborhoods.
  - vi. The proposed project is an opportunity to continue to bring a positive improvement to the Mineola community, including Second Street, while simultaneously offering Long Island families diversified housing options and shrinking the gap between housing demand and availability. Diversifying housing options would help young families and older residents remain in the place they have called home for years.
  - vii. The Proposed Action will not result in negative impacts on a significant habitat area; It will not cause substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impact to natural resources.
  - viii. The Proposed Action will not cause impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources.
  - ix. The Proposed Action will not cause a major change in the use of either the quantity or type of energy resources consumed.
  - x. The Proposed Action will not cause a change or significant adverse impact to agricultural lands, open space or recreational resources.
3. The Board of Trustees finds that the documentation prepared is complete in addressing potential adverse environmental impacts related to the proposed action and no significant adverse environmental impacts have been identified. As a result, a Negative Declaration is determined to be appropriate for this Proposed Action.

**For Further Information Contact:**

Bryan L. Rivera, Village Clerk  
Incorporated Village of Mineola  
155 Washington Avenue  
Mineola, New York 11501  
(516) 746-0750

**Resolution No. 041-23**

**RESOLUTION SUPPORTING THE ADOPTION OF A  
SEQRA NEGATIVE DECLARATION AND DETERMINATION  
OF NON-SIGNIFICANCE IN CONNECTION WITH THE APPLICATION OF  
LALEZARIAN PROPERTIES LLC FOR DEVELOPMENT INCENTIVE ZONING IN  
ACCORDANCE WITH SECTION 550-15.3 OF THE MINEOLA MUNICIPAL CODE  
WITH RESPECT TO THE RESIDENTIAL PROPERTY ON SECOND STREET**

**WHEREAS**, the Incorporated Village of Mineola (hereafter “Village”) Board of Trustees has before it an application by Lalezarian Properties LLC for a development incentive bonus pursuant to Chapter 550 of the Code of the Incorporated Village of Mineola entitled “Zoning”, Section 550-15.3 entitled “Historic Overlay District”, to construct a 92 unit multifamily residential apartment building upon the property known as 111 Second Street (Southwest corner of Second Street and Willis Avenue), Mineola, New York, known and designated on the Nassau County Land and Tax Map as Section 9, Block 426, Lots 7, 8, 113, 212 & 213. (hereinafter, the “Proposed Action”), and

**WHEREAS**, the Proposed Action is an Unlisted Action under the New York State Environmental Quality Review Act (“SEQRA”); and

**WHEREAS**, the Board of Trustees has reviewed the provisions of SEQRA as related to the Proposed Action, including the review of the information contained in the SEQRA documentation consisting of a Parts 1, 2 and 3 of the Environmental Assessment Form and other information in the Record with respect to the Proposed Action; and

**WHEREAS**, the potential impacts and the magnitude and importance of potential impacts and benefits have been considered by the Board of Trustees and a recommendation for adoption of a Negative Declaration has been made as the Proposed Action will not have a significant adverse environmental impact.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Proposed Action will not have a significant adverse impact on the environment; and

**BE IT FURTHER RESOLVED**, that the Board of Trustees hereby adopts the attached SEQRA Negative Declaration pursuant to the State Environmental Quality Review Act.

Motioned by Trustee Donna M. Solosky  
Seconded by Trustee Janine Sartori

**Vote:**

**Yes**

**No**

**Abstain**

Mayor Paul A. Pereira  
Trustee Paul S. Cusato  
Trustee Janine Sartori  
Trustee Jeffrey M. Clark  
Trustee Donna M. Solosky



**Resolution No. 042-23**

BOARD OF TRUSTEES  
INCORPORATED VILLAGE OF MINEOLA

-----X  
In the Matter of the Application of

LALEZARIAN PROPERTIES LLC

**DECISION**

For a Special Use Permit pursuant to Chapter 550, Section 550-15.3 of the Code of the Incorporated Village of Mineola, to construct a multifamily 92 residential unit apartment building upon the property located at 111 Second Street, Mineola, New York, known and designated on the Nassau County Land and Tax Map as Section 9, Block 426, Lots 7, 8, 113, 212 & 213.

-----X

NAME OF APPLICANT:	Lalezarian Properties LLC
SUBJECT PROPERTY:	Section 9, Block 426, Lots 7, 8, 113, 212 & 213
STREET LOCATION:	111 Second Street, Mineola, New York
ZONING DISTRICT:	“B-2” District (Special Business) Historic Overlay District
RELIEF REQUESTED:	Application For a Special Use Permit pursuant to Chapter 550, Section 550-15.3
PUBLICATION & POSTING:	All in accordance with applicable laws, rules and regulations.
DATE OF HEARING:	December 14, 2022
APPEARANCES:	Kevin Walsh, Esq., Applicant’s Attorney Ismael Leyva, Architecture

Lalezarian Properties LLC (hereinafter, “Applicant”) appeared before this Board pursuant to Chapter 550, Section 550-15.3 of the Municipal Code of the Incorporated Village of Mineola (the “Historic Overlay District law”) for a special use permit to construct a multifamily residential apartment building with 92 apartment units upon the property located at 111 Second Street, Mineola, New York (known and designated on the Nassau County Land and Tax Map as Section 9, Block 426, Lots 7, 8, 113, 212 & 213) (hereinafter, the “Property”). The proposed residential building rises three and four stories (parking below grade with 3 and 4 stories of residential apartments above) and measures a total height to the top of the roof deck of 50 feet (excluding all parapet walls, bulkheads and mechanicals required by New York State Uniform Building and Fire

Code). Eighty-five (85) of the apartment units are one-bedroom units and the remaining seven (7) units are two-bedroom. Applicant is providing 115 on-site parking spaces.

Applicant seeks relaxation of the Village's zoning regulations with respect to building height, front yard setback, side yard setback, lot coverage percentage, minimum unit size, parking and loading. Applicant was entitled to seek relief before the Zoning Board of Appeals for area variances. In the alternative, Applicant was able to seek the same relief from the Board of Trustees pursuant to Chapter 50, Section 550-13.3 under the Village's Historic Overlay District law. This latter course was elected by Applicant.

Applicant made an application to the Board of Trustees for the required relief pursuant to the Village's Historic Overlay District law and presented its application on December 14, 2022. The Board of Trustees declared itself lead agency pursuant to SEQRA and determined that the Application was an Unlisted Action. An expanded Environmental Assessment Form was prepared by the Applicant. The Board of Trustees, after careful review of all relevant documents and testimony, issued a Negative Declaration under SEQRA. This Board also assumed jurisdiction over site plan and architectural review.

A referral of the Application was made to the Nassau County Planning Commission. The Nassau County Planning Commission, by Resolution No. 10513-23, adopted January 26, 2023, recommended that the Village Board of Trustees take whatever action it deemed appropriate.

Thus, now before this Board is a proposal to construct a four-story multifamily residential apartment building on the south side of Second Street containing a total of 92 units (82 market rental units and 10 affordable housing units). In this connection, the Applicant seeks, under the Village's Development Incentive Bonus Law, the relaxation of the Village's zoning laws in several ways:

1. Building height;
2. Building setbacks;
3. Lot coverage percentage;
4. Minimum unit size;
5. Parking; and
6. Loading.

Applicant also seeks site plan approval for the revised site layout of the building and architectural approval for the building design. In consideration of the Board's approval of this special use permit, the Applicant has offered the following public amenities:

1. Aesthetic amenities which include a building façade of different types of colored natural brick designed to give the appearance of different buildings in order to replicate historic Mineola. The development will be the first of its kind in the Historic Overlay District providing other property owners a standard to follow as Mineola works to restore this area with vintage Mineola features in the context of a functioning and vibrant downtown. The additional incremental cost associated with the proposed aesthetics and detailed construction of the proposed facial brick and window trim as compares with a facia and window trim when using the same style and color brick work was estimated by the Applicant to be approximately \$1,100,000.00.
2. Substantial streetscape improvements creating pedestrian connectivity to the Village's downtown by the installation of pavers, lighting and other street furnishings along the south side of Second Street from Main Street to Willis Avenue. The estimated cost of the streetscape is \$200,000.00.
3. The removal of overhead utility lines on the south side of Second Street from the east curb of the driveway on the west side of the building to Willis Avenue. The estimated cost of the utility line removal is \$450,000.00.
4. 10 units of affordable housing units distributed randomly throughout the building with interior finishes to match market units.
5. PILOT payment for real estate taxes to be set by the Nassau County Industrial Development Agency.
6. A Community Host Benefit Agreement to be executed by the Applicant to include a schedule of payments negotiated with the Board of Trustees to compensate the Village for hosting the project.
7. A contribution to the Village's Parking Trust Fund of \$46,000.00.
8. A monetary contribution to the Village in lieu of further public amenities in the amount of \$850,000.00 to be distributed in the following manner:
  - a. \$425,000.00 upon issuance of the building permit; and

- b. \$425,000.00 upon the issuance of a Certificate of Occupancy/Temporary Certificate of Occupancy.

**FINDINGS**

The Project as is proposed was contemplated by the Village’s Master Plan. It will contribute to the vibrancy and the economic stability of the Village’s Downtown and, as a transit-oriented development, it qualifies as a smart growth component of Mineola’s Downtown Revitalization. Implementation of the proposed action will not create a material conflict with the community’s current plans or goals. In fact, the overall theme of the Village of Mineola’s Comprehensive Master Plan is to build upon Mineola’s strong sense of community among its residents and envisions the Village as an even more desirable, safe and attractive place to live and work.

The recommendations in the Comprehensive Master Plan seek to realize the Village’s full potential, and the proposed residential rental buildings have been designed to help to achieve these goals. The proposed project incorporates a use that will contribute to and strengthen the Village in its downtown area.

**DECISION**

Based upon the above findings, it is hereby determined that the granting of the application requesting a special use permit pursuant to Section 550-13.3 of the Village Code for development incentive bonuses according to which the Applicant offers certain community benefits and amenities and payment in lieu thereof in exchange for the Board of Trustees granting relief from certain zoning code regulations shall advance the Village’s specific physical, cultural and social policies in accordance with the Village’s Comprehensive Master Plan and in coordination with community planning mechanisms and land use techniques. Further, it is hereby determined that the special use permit will provide a desirable facility to the area, will promote the revitalization of the Village’s Downtown and will not be incongruous to the neighborhood by reason of excessive traffic.

**IT IS THEREFORE RESOLVED**, as follows:

- 1) The Application for a special use permit to construct and maintain a three and four story multifamily residential apartment buildings containing a total of 92 apartment units (82 market rental units and 10 affordable units) upon the Property is **GRANTED**.

- 2) The request to provide 115 on-site parking spaces is **GRANTED**.
- 3) The offer made by the Applicant to provide development incentive payments in the amount of Eight Hundred Fifty Thousand (\$850,000.00) Dollars to the Village in lieu of further public amenities is **ACCEPTED**.
- 4) The offer made by the Applicant to make a contribution to the Village Parking Trust Fund in the amount of Forty-Six Thousand (\$46,000.00) Dollars is **ACCEPTED**.
- 5) The offer made by the Applicant to provide a Host Community Benefit Agreement in the form attached to this Decision as Exhibit A is **ACCEPTED**.
- 6) The offer made by the Applicant to provide streetscape improvements along Applicant's street frontage on Second Street in accordance with Village requirements is **ACCEPTED**.
- 7) Final site plan approval for the Project is hereby **GRANTED**.
- 8) Architectural approval for the Project is hereby **GRANTED**.

**ALL OF THESE ENUMERATED GRANTS AND APPROVALS ARE CONDITIONED UPON THE FOLLOWING:**

- 1) The payment by the Applicant to the Village for development incentive bonuses awarded in the amount of Eight Hundred Fifty Thousand (\$850,000.00) Dollars pursuant to the schedule set forth on page 5 of this Decision.
- 2) The payment by the Applicant to the Village to the Village's Parking Trust Fund in the amount of Forty-Six Thousand (\$46,000.00) Dollars upon the issuance of the building permit.
- 3) The failure to make a required payment shall authorize the Village, in addition to all other legal remedies, to place the outstanding accelerated payment amount on the tax bill for the Property and such shall be a lien upon the Property. The election of any remedy shall not preclude the Village from pursuing any other legal remedy.
- 4) Compliance with the Long Island Workforce Housing Law, including the provision of 10 units of affordable housing of a quality and location within the building equal to that of the market rate units. The affordable workforce housing units shall represent the distribution of apartments in the buildings and be distributed randomly throughout the building. For purposes of this Decision, "affordable workforce housing" means housing for individuals and families at or below 120% of the median income for the Nassau-Suffolk primary metropolitan statistical area as defined by the federal Department of Housing and Urban

Development ([www.huduser.gov](http://www.huduser.gov)). Rent, including utilities, for each affordable workforce housing unit shall be no more than 30% of that household's income. Affordable workforce housing units shall be of consistent design to those of the rest of the development. The applicant and its successors shall annually submit a certification to the Village that it is in compliance with this requirement. Each applicant is required to engage in affirmative marketing to ensure outreach to racially and ethnically diverse households, including those who are least likely to apply. The applicant shall enter into a contract with a local housing group to administer the affordability of the housing units, and to monitor the rental of all units for compliance with the Village Code and New York State laws. This condition shall not in any way relieve applicant of its requirement to comply with other applicable provisions of the New York State General Municipal Law § 699-b.

- 5) Applicant shall cause all refuse to be removed from the premises by a private carter at Applicant's expense.
- 6) Streetscape improvements on Second Street in front of the Property in accordance with Village requirements.
- 7) Each apartment unit shall be assigned one designated parking space for which no fee shall be charged. Landlord shall not offer a discount to any tenant who elects not to retain his/her assigned parking space.
- 8) Applicant shall repair any damage to any Village roads caused by Applicant during the course of construction in accordance with Village requirements.
- 9) Applicant shall comply with the Village's Stormwater Management Plan and in the event that its construction activities shall cause the redirection of underground water flow such that it impacts any adjoining property, Applicant shall be responsible for remedying such condition.
- 10) In the event that Applicant seeks IDA financing, the PILOT shall be for a maximum of 20 years and Applicant shall not seek a longer extension at a later time from the IDA.
- 11) The Applicant shall be required to execute and deliver to the Village a Host Community Benefit Agreement in the form attached to this Decision as Exhibit A.
- 12) Applicant shall acknowledge that the conditions set forth in this Decision are reasonable, fair and equitable. In the event that any legal action or proceeding shall be instituted by the Village in order to enforce any condition herein, the Village shall be entitled to an

award of attorney’s fees in the event that it shall prevail in any such action or proceeding.

All terms, conditions and obligations contained in this Decision shall be binding upon the Applicant, its heirs, successors and assigns.

- 13) The representations made by Applicant on the record in this proceeding have been deemed material to this Application and have been relied upon by the Board of Trustees in its deliberations and decisions. Said representations are deemed to be part of the conditions of this special use permit.
- 14) Violation of a condition set forth in this Decision shall be deemed a violation of the Mineola Municipal Code and shall subject the owner or occupant of the premises to all penalties set forth in the Mineola Municipal Code.

All of the terms, conditions and obligations contained in this Decision shall be binding upon the Applicant, its heirs, successors and assigns.

This constitutes the Decision of the Board of Trustees. Applicant shall, within ten (10) days of the date of filing of this Decision, consent in writing to the conditions contained herein. Failure to so consent shall render this Decision null and void.

Dated: Mineola, New York  
February 8, 2023

**Exhibit A**

**INCORPORATED VILLAGE OF MINEOLA**

**AND**

**LALEZARIAN PROPERTIES, LLC**

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**HOST COMMUNITY BENEFITS AGREEMENT**

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**DATED: February \_\_, 2023**

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**HOST COMMUNITY BENEFITS AGREEMENT**

**THIS HOST COMMUNITY BENEFITS AGREEMENT** dated February \_\_, 2023 (the “Agreement”) by and between the Incorporated Village of Mineola (the “Village”), a municipal corporation organized and existing under the laws of the State of New York and Lalezarian Properties, LLC, a limited liability company organized and existing under the laws of the State of New York, having a principal place of business at 1999 Marcus Avenue, Suite #310, New Hyde Park, New York 11042 (the “Company”);

**WHEREAS**, Company, in compliance with required approvals, intends to construct a residential apartment development within the Incorporated Village of Mineola (the “Project”);

**WHEREAS**, Company appeared on December 14, 2022, pursuant to published notices, before the Village Board of Trustees for a Special Use Permit for the construction of a residential apartment development consisting of ninety-two (92) apartment units at 111 Second Street in the Village of Mineola, New York; and

**WHEREAS**, the Village Board of Trustees granted Company the requested Special Use Permit by Decision, dated February \_\_, 2023, and filed in the Office of the Village Clerk on February \_\_, 2023; and

**WHEREAS**, Company intends to apply to the Nassau County Industrial Development Agency (the “Agency”) for certain financial assistance inclusive of a proposed Payment in Lieu of Tax Agreement between the Agency and Company; and

**WHEREAS**, Company has agreed to make certain payments to the Village in the amounts and in the manner provided in this Agreement, which payments, together with the findings and determinations of the relevant regulatory authorities, establish the public benefit of the Project, particularly as it impacts the Village and its residents;

**NOW THEREFORE**, IN CONSIDERATION OF THE MATTERS ABOVE RECITED AND SET FORTH BELOW, THE PARTIES HERETO FORMALLY COVENANT AND AGREE AS FOLLOWS:

## **REPRESENTATIONS AND WARRANTIES**

### **SECTION 1.0 REPRESENTATIONS AND WARRANTIES BY THE VILLAGE**

The Village hereby represents, warrants and covenants as follows:

**A. Status:** The Village is a municipal corporation of the State of New York, is validly existing under the laws of the State of New York and has the authority to enter into this Agreement and the transaction contemplated herein and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement. As used in this Agreement, the term “Village” shall include only the municipal corporation known as the Incorporated Village of Mineola, managed and controlled by its elected officials, the Mayor and the Village Board of Trustees, and not the appointed agencies, boards or other bodies associated with the Village that are not directly governed by the Mayor and Village Board of Trustees.

**B. Authorization:** Consistent with the provisions of Village Law, the Village Board has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transaction herein contemplated.

**C. Conflicts:** The Village is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by any order, judgment, decree, law, ordinance, rule or regulation, or any agreement or instrument to which the Village is a party or by which the Village is bound.

### **SECTION 1.1. REPRESENTATIONS AND WARRANTIES BY COMPANY**

**A. Status:** Company is a limited liability company duly organized and validly existing under the laws of the State of New York with the power to enter into this Agreement and the transaction contemplated herein and to carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement, and by proper action of its members, has been duly authorized to execute, deliver and perform this Agreement. While Company’s organizational structure may change and Company may remove members and add new members subsequent to execution of this Agreement, no such change shall affect such authorization.

**B. Authorization:** By proper action of its members or managers, Company has been duly authorized to execute, deliver, and perform this Agreement and the consummation of the transaction contemplated herein.



**C. Conflicts:** Company is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, nor from the execution, delivery, and performance of this Agreement, nor from the consummation of the transaction contemplated herein. The fulfillment of and compliance with the provisions of this Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provisions of its organization documents or any other restriction, law, rule, regulation or order of any court or governmental authority, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Company is a party or by which Company or any of its property is bound, and neither Company's entering into this Agreement nor Company's discharging and performing its obligations and covenants hereunder will be in conflict with or result in a breach of or constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of Company under the terms of any of the foregoing, and this Agreement is the legal, valid and binding obligation of Company enforceable in accordance with its terms.

**D. Governmental Consents:** No consent, approval or authorization of, or filing, registration or qualification with any governmental or public authority on the part of Company is required as a condition to the execution, delivery or performance of this Agreement by Company or as a condition to the validity of this Agreement.

## **COVENANTS AND AGREEMENTS**

### **SECTION 2.0**

### **GUARANTEED HOST COMMUNITY BENEFIT PAYMENTS**

**A. Agreement to Make Payments.** Company agrees that it shall make guaranteed annual payments to the Village in the amounts hereinafter provided. The parties agree that the obligation of Company to make the guaranteed payments hereunder shall be in addition to the Payments In Lieu Of Taxes (PILOT) to be made by Company to the Agency and shall constitute a separate and binding obligation by Company to the Village.

**B. Amount of Guaranteed Host Community Benefit Payments.** Annual guaranteed payments shall be paid by Company to the Village commencing in the first year in which a Payment In Lieu of Taxes shall be made to the Agency, as follows:

Annual payments by the Company to the Village shall be made pursuant to the following formula:

Assessed value of the Project Property x 100% of applicable Village tax rate (the "Otherwise Applicable Village Taxes") – amount of Payment in Lieu of Taxes delivered to the Agency for the benefit of the Village in that calendar year. For the purpose of this Host Community Benefits Agreement, the Company reserves its right to challenge the Assessed Valuation in a tax certiorari proceeding venued in the Supreme Court of the State of New York, County of Nassau.

**C. Time of Payments.** Company agrees to pay the annual amounts due to the Village under Section 2.0(B) within thirty (30) days after the Village provides an invoice to the Company indicating the then-current Otherwise Applicable Village Taxes, the amount of then-current PILOT payments received by the Village from the Agency, and the amount of the difference between them. Guaranteed Host Community Benefit Payments shall be due in all years in which the PILOT is applicable.

### **SECTION 2.1**

### **LATE PAYMENTS**

If Company shall fail to make any payment required by this Agreement when due and such delinquency shall continue beyond fifteen (15) days after written notice from the Village to the Company, the amount overdue shall accrue interest at an annual rate of interest equal to the Prime Rate plus two (2) percentage points or the maximum rate permitted by applicable law, whichever is less, which shall be immediately due and payable from Company to the Village. Company's obligation to make the payment so in default shall continue until such payment has been made in full. "Prime Rate" shall mean, for any date, the fluctuating rate of interest that is equal to the highest rate published from time to time in the Money Rates section of the Wall Street Journal as the Prime Rate for such day.

### SECTION 3.0

### CONSIDERATION

In consideration of Company's payments to the Village under this Agreement, and in light of the extensive regulatory review and approvals undertaken and received relative to the Project; the public benefit of the Project; and the Village's familiarity with the impact of the Project upon the Village and its residents, the Village agrees to the following:

- A. To provide written support of the Project and the proposed Payment in Lieu of Taxes Agreement to the Agency; and
- B. To refrain and forebear from challenging, in any administrative or judicial tribunal, any of the agreements, permits or certificates relating to the construction, financing and operation of the Project including, but not limited to, the Payment in Lieu of Taxes Agreement.

### EVENT OF DEFAULT

### SECTION 4.0 EVENT OF COMPANY DEFAULT

Any one or more of the following events, following applicable notice, grace and cure periods, shall constitute an event of default ("Event of Default") by Company under this Agreement:

(A) A failure by Company to pay when due any amount due and payable pursuant to this Agreement, continued for a period of thirty (30) days after written notice is sent by the Village or its representative stating that such payment is due and payable;

(B) A failure by Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder and continuance of such failure for a period of thirty (30) days after written notice is sent specifying the nature of such failure or, if such failure is capable of cure but cannot be cured within such thirty (30) day period, the failure of Company to proceed with reasonable diligence after receipt of said notice to cure the same or the failure of Company to continue with reasonable diligence its efforts to cure the same;

(C) Any warranty, representation or other statement by or on behalf of Company contained in this Agreement shall prove to have been false or incorrect in any material respect as of the effective date of this Agreement and, if such matter is curable, it has not been cured within thirty (30) days after the receipt of written notice thereof by Company from the Village.

### SECTION 5.0 REMEDIES UPON COMPANY DEFAULT

(A) Upon an Event of Default as set forth in Section 4.0 herein, the Village may take whatever action at law or in equity appears necessary or desirable to collect the amount then in default or to enforce the performance and obligations, agreements, and covenants of Company under this Agreement. The Village may also notify the Agency of Company's Event of Default.

(B) Each Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action accrues.

(C) Company irrevocably submits to the jurisdiction of any New York State court sitting in Nassau County over any action or proceeding arising out of or relating to this Agreement, and Company hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court. Company irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Company at its address set forth below. Company agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Company further waives any objection to venue in such county and any objection to an action or proceeding in such county on the basis of forum non conveniens. Company further agrees that any action or proceeding brought against the Village shall be brought only in a New York State court sitting in Nassau County.

Nothing in this Section shall affect the right of the Village to serve legal process in any other manner permitted by law or affect the right of Village to bring any action or proceeding against Company or its property in the courts of any other jurisdictions.

## **SECTION 5.1 PAYMENT OF ATTORNEYS' FEES AND EXPENSES**

If, following an Event of Default by the Company, the Village should undertake efforts or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of Company herein contained, Company shall be liable to the Village for the amount due hereunder, together with late payment interest due thereon, reasonable attorneys' fees and disbursements, and all other reasonable expenses, costs and disbursements incurred by the Village in connection with such efforts, provided that the Village shall have prevailed.

## **SECTION 5.2 REMEDIES UPON VILLAGE DEFAULT**

(A) General. In the event that the Village shall fail to observe and perform any of the covenants, conditions or agreements on its part to be observed and performed under Sections 1.0 and 3.0 hereunder (each such event being referred to as a "Village Default") and the continuance of such failure for a period of thirty (30) days after the Village's receipt of notice specifying the nature of such failure and requesting that it be remedied, Company may take whatever action at law or in equity as may be necessary or desirable to enforce the performance and observance of such obligations, agreements and covenants of the Village under this Agreement.

(B) Separate Suits. Each such Village Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(C) If, following an Event of Default by the Village, the Company should undertake efforts or incur other expenses for the successful enforcement of performance or observance of any obligation, covenant or agreement on the part of the Village herein contained, the Village shall be liable to Company for reasonable attorneys' fees and disbursements, and all other reasonable expenses, costs and disbursements incurred by Company in connection with such efforts, provided that the Company shall have prevailed.

## **SECTION 6.0 REMEDIES; WAIVER AND NOTICE**

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Village or Company is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Company default or Village default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Village or Company to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement.

(D) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

## **MISCELLANEOUS**

### **SECTION 7.0 AMENDMENTS**

This Agreement may not be amended, changed, modified, altered or terminated except by writing executed by the parties hereto.

### **SECTION 8.0 NOTICES**

(A) General. All notices, certificates or other communications hereunder shall be in writing and sent via overnight mail delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder by the Village or Company shall be sent are as follows:

To the Village:

Incorporated Village of Mineola  
155 Washington Avenue  
Mineola, New York 11501  
Attention: Village Treasurer

with a copy to:

Spellman Gibbons Polizzi Truncale & Trentacoste, LLP  
229 Seventh Street, Suite 100  
Garden City, New York 11530

To Company:

Lalezarian Properties LLC  
1999 Marcus Avenue, Suite #310  
New Hyde Park, New York 11042

with a copy to:

Kevin Walsh, Esq.  
Walsh Marcus McDougal & DeBellis, LLP  
229 Seventh Street, Suite 200  
Garden City, New York 11530

(C) Change of Address. The Village, Company or a mortgagee, may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

## **SECTION 9.0 BINDING EFFECT**

This Agreement shall inure to the benefit of, and shall be binding upon, the Village, Company, and their respective successors and assigns.

## **SECTION 10.0 SEVERABILITY**

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

## **SECTION 11.0 COUNTERPARTS**

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

## **SECTION 12.0 APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

## **SECTION 13.0 COMPLETE AGREEMENT**

Unless supplemented or otherwise amended in writing by the Village and Company in accordance with the laws of the State of New York, this Agreement constitutes the parties' entire agreement with respect to the subject matter set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

## SECTION 14.0 RIGHTS OF MORTGAGEE

Company and every permitted successor and assign of Company is hereby given the right by the Village in addition to any other rights herein granted, without the Village's prior consent but upon written notice to the Village, to grant security interests in Company's interests hereunder and, in connection with or separate from mortgages, grant assignments of Company's interest in this Agreement as collateral security to or for the benefit of holders of indebtedness of Company. Notwithstanding any provision herein to the contrary, no amendment, modification or voluntary termination of this Agreement shall be effective as to any Mortgagee or its successors or assigns unless agreed to in writing by such Mortgagee or its successors and assigns if required by mortgage documents. If Company and/or Company's permitted successors and assigns shall grant such a Mortgage as herein provided, and if any such Mortgagee shall send to the Village written notice of such Mortgage specifying the name and address of the Mortgagee, the Village agrees that so long as any such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by such Mortgagee, the following provisions shall apply:

(a) The Village shall, upon occurrence of any Event of Default hereunder, simultaneously serve a copy of notice thereof upon each of Company and such Mortgagee, and no such notice to Company shall be effective unless and until a copy of such notice is served upon each such Mortgagee. The Village shall accept performance by or at the instigation of any such Mortgagee as if the same had been done by Company.

(b) As to monetary defaults, the Mortgagee shall have an additional thirty (30) days after the end of Company's cure period during which it may cure such default and the same shall not become an Event of Default until the expiration of such additional cure period.

## SECTION 15.0 THIRD PARTY BENEFICIARIES

Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto and the Mortgagees, who are intended to be the sole third-party beneficiaries hereof.

**IN WITNESS WHEREOF**, the Village and Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

Motioned by Trustee Janine Sartori  
Seconded by Trustee Paul S. Cusato

Village Clerk Bryan L. Rivera polled the Board:

### **Vote:**

#### **Yes**

Mayor Paul A. Pereira  
Trustee Paul S. Cusato  
Trustee Janine Sartori  
Trustee Jeffrey M. Clark  
Trustee Donna M. Solosky

#### **No**

#### **Abstain**

### **Resolution No. 043-23**

Resolved to approve bills and payroll.

Motioned by Trustee Paul S. Cusato  
Seconded by Trustee Jeffrey M. Clark

<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>
Mayor Paul A. Pereira		
Trustee Paul S. Cusato		
Trustee Janine Sartori		
Trustee Jeffrey M. Clark		
Trustee Donna M. Solosky		

## Abstain

Trustee Donna M. Solosky

Motioned by Trustee Donna M. Solosky  
Seconded by Trustee Janine Sartori

<b>Vote:</b>		
<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>
Mayor Paul A. Pereira		
Trustee Paul S. Cusato		
Trustee Janine Sartori		
Trustee Jeffrey M. Clark		
Trustee Donna M. Solosky		

**Abstain**

Trustee Donna M. Solosky

Bryan L. Rivera  
Village Clerk