

## **Minutes - Board Meeting – 10/18/2023**

Minutes of the meeting of the Board of Trustees of the Incorporated Village of Mineola held Wednesday, October 18, 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  
Village Treasurer Giacomo A. Ciccone  
Superintendent of Buildings Liam P. O’Keefe

**Press Observer:** None

**Sunshine Observers:** 28 Observers

**Mayor Paul A. Pereira called the Public Hearing to order at 6:40 PM.**

*A Public Hearing was held at 6:40 PM at the Village Hall, 155 Washington Avenue, Mineola, New York, 11501 in order to receive public comment upon the following:*

**APPLICATION OF HERRICKS MINEOLA, LLC 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 RESTAURANT UPON THE PROPERTY KNOWN AS 530 JERICHO TURNPIKE, MINEOLA, NEW YORK, KNOWN AND DESIGNATED ON THE NASSAU COUNTY LAND AND TAX MAP AS SECTION 9, BLOCK 19, LOT 133.**

*The application was presented by Andrea Curto, Julian Chen, Jonathan Otto and Michael Korff. No speakers from the public addressed the Board.*

### **Resolution No. 261-23**

Resolved to declare the Special Use Application of Herricks Mineola, LLC 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 restaurant upon the property known as 530 Jericho Turnpike, Mineola, New York, known and designated on the Nassau County Land and Tax Map as Section 9, Block 19, Lot 133, as a Type II action pursuant to S.E.Q.R.A.

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

**Vote:**

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

**Resolution No. 262-23**

BOARD OF TRUSTEES  
INCORPORATED VILLAGE OF MINEOLA  
-----X  
In the Matter of the Application of

HERRICKS MINEOLA LLC

**DECISION**

For a Special Use Permit pursuant to Chapter 550, Sections 550-12.B of the Code of the Incorporated Village of Mineola, at premises known as 530 Jericho Turnpike, Mineola, New York, known and designated on the Nassau County Land and Tax Map as Section 9, Block 19, Lot 133.  
-----X

NAME OF APPLICANT:	Herricks Mineola LLC
SUBJECT PROPERTY:	Section 9, Block 19, Lot 1133
STREET LOCATION:	530 Jericho Turnpike Mineola, New York 11501
ZONING DISTRICT:	“B-1” District
RELIEF REQUESTED:	Application For a Special Use Permit pursuant to Chapter 550, Section 550-12.B to establish a restaurant
PUBLICATION & POSTING:	All in accordance with applicable laws, rules and regulations.
DATE OF HEARING:	October 18, 2023
APPEARANCE:	Andrea Curto, Esq. Julien Chen, Co-Founder Jonathan Otto, Property Owner

**DECISION:**

Herricks Mineola LLC (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 restaurant upon the property known as 530 Jericho Turnpike, Mineola,

New York (known and designated on the Nassau County Land and Tax Map as Section 9, Block 19, Lot 133) (hereinafter, the “Property”).

By Notice of Disapproval, dated July 21, 2023, 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 a restaurant upon the Property.

A referral of the application was made to the Nassau County Planning Commission. The Nassau County Planning Commission has recommended that this Board take whatever action it deems appropriate. 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 a Special Use Permit to establish a restaurant (Mogu) upon the property known as 530 Jericho Turnpike, Mineola, New York;
- 2) The restaurant shall have 42 total seats;
- 3) The restaurant shall be open to the public at 11:00 am to 7:00 pm, seven days a week; and
- 4) 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 such 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 cause all refuse to be removed from the premises by a private carter at Applicant’s expense. All putrescible waste shall be refrigerated until pick-up. All waste pick-ups shall take place between the hours of 7:00 a.m. and 6:00 p.m. only;
- 2) All putrescible waste shall be refrigerated indoors until pick-up;

- 3) All ventilation/exhaust shall be vented through the building up to the roof and shall be directed away from residential properties. The ventilation/exhaust shall be in compliance with the New York State Fire Prevention and Building Code, the Regulations of the Nassau County Fire Marshal and the Rules of all agencies having jurisdiction;
- 4) All deliveries to the Property shall be during non-peak traffic hours. The Village Board of Trustees shall maintain jurisdiction over the site, particularly with respect to the safety and convenience of deliveries to the Property. In the event that such deliveries 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) The premises shall be maintained in a clean condition at all times;
- 6) 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;
- 7) 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
- 8) 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  
October 18, 2023

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

Village Clerk Bryan L. Rivera polled the Board:

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

Press Observer:                      None

Sunshine Observers:                24 Observers

**Mayor Paul A. Pereira called the Public Hearing to order at 7:00 PM.**

*A continuation of the Public Hearing of September 13, 2023 was held at 7:00 PM at the Village Hall, 155 Washington Avenue, Mineola, New York, 11501 in order to receive public comment upon the following:*

**APPLICATION OF THIRD FRONT LLC FOR A SPECIAL PERMIT PURSUANT TO CHAPTER 550 OF THE CODE OF THE INCORPORATED VILLAGE OF MINEOLA ENTITLED “ZONING”, SECTION 550-15.1 ENTITLED “DOWNTOWN OVERLAY DISTRICT” TO CONSTRUCT A TEN STORY, 240 UNIT RESIDENTIAL BUILDING LOCATED ON THE SOUTH SIDE OF THIRD STREET UPON THE PROPERTY CURRENTLY KNOWN AS 114 OLD COUNTRY ROAD, MINEOLA, NEW YORK, KNOWN AND DESIGNATED ON THE NASSAU COUNTY LAND AND TAX MAP AS SECTION 9, BLOCK 350, LOTS 4-7, 8, 11, 13, 14-17 AND A TEN STORY, 250 UNIT RESIDENTIAL BUILDING LOCATED ON THE NORTH SIDE OF THIRD STREET UPON THE PROPERTY CURRENTLY KNOWN AS 109 FRONT STREET, MINEOLA, NEW YORK, KNOWN AND DESIGNATED ON THE NASSAU COUNTY LAND AND TAX MAP AS SECTION 9, BLOCK 355, LOTS 25, 36, 128-129, 137, 139, 140, 242, 243.**

*The application was presented by Kevin Walsh and Patrick Lenihan. 5 speakers from the public addressed the Board.*

**SEQRA NEGATIVE DECLARATION**

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

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

*Date:* October 18, 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:* Construction of two (2) ten stories (200 units – north side and 240 units – south side) multifamily residential development currently known as “114 Old Country Road and 109 Front Street” and referred to by Applicant as “120 and 125 Third Street”.

*SEQRA Status:* Unlisted Action

*Location:* North Building – 109 Front Street, Village of Mineola, Nassau County, New York known and designated on the Nassau County Land and Tax Map as Section 9, Block 355, Lots 25, 36, 128-129, 137, 139, 140, 242, 243.

South Building – 114 Old Country Road, Village of Mineola, Nassau County, New York known and designated on the Nassau County Land and Tax Map as Section 9, Block 350, Lots 4-7, 8, 11, 13, 14-17.

*Description of Action:* The Proposed Action involves an application for approval under the Village’s Downtown Overlay District law (§550-15.1 of the Village Code), site plan approval, and relaxation of certain dimensional requirements, as well as other approvals to permit the development of a 2.4±-acre property located at 109 Front Street (1.08± acres) and 114 Old Country Road (1.27± acres), in the Village of Mineola, Nassau County, New York (the “residential lots”). The purpose of the proposed action is to develop the residential lots with 200 units – north side and 240 units – south side in two multifamily residential buildings. 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 August 17, 2023;
  - Architectural Site Plans and Elevations for the proposed Multi-Family Building, prepared by AKM, Architect, dated April 17, 2023;
  - Part 1 - Full Environmental Assessment Form with Attachments, dated May 9, 2023, prepared by VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.;
  - Expanded Environmental Assessment Form, May 2023, prepared by VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.;
  - Traffic Impact Study, May 2022, VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.;
  - Nassau County Planning Commission Resolution No.10542-23, adopted September 7, 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 underutilized as an office building and parking garage. 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 Downtown Overlay District and the addition of 440 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, 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. 263-23**

**RESOLUTION SUPPORTING THE ADOPTION OF A  
SEQRA NEGATIVE DECLARATION AND DETERMINATION  
OF NON-SIGNIFICANCE IN CONNECTION WITH THE APPLICATION OF 3<sup>rd</sup>  
FRONT LLC (LALEZARIAN PROPERTIES LLC) FOR DEVELOPMENT INCENTIVE  
ZONING IN ACCORDANCE WITH SECTION 550-15.1 OF THE MINEOLA  
MUNICIPAL CODE WITH RESPECT TO THE RESIDENTIAL PROPERTY  
LOCATED AT 114 OLD COUNTRY ROAD AND 109 FRONT STREET AND  
REFERRED TO BY APPLICANT AS 120 AND 125 THIRD STREET**

**WHEREAS**, the Incorporated Village of Mineola (hereafter “Village”) Board of Trustees has before it an application by 3<sup>rd</sup> Front LLC (Lalezarian Properties LLC) for a development incentive bonus pursuant to Chapter 550 of the Code of the Incorporated Village of Mineola entitled “Zoning”, Section 550-15.1 entitled “Downtown Overlay District”, to construct 440 multifamily residential apartment units (North Building – 109 Front Street – 200 units and South Building – 114 Old Country Road – 240 units) upon the property known as 109 Front Street, Village of Mineola, Nassau County, New York known and designated on the Nassau County Land and Tax Map as Section 9, Block 355, Lots 25, 36, 128-129, 137, 139, 140, 242, 243 and 114 Old Country Road, Village of Mineola, Nassau County, New York known and designated on the Nassau County Land and Tax Map as Section 9, Block 350, Lots 4-7, 8, 11, 13, 14-17 (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 Jeffrey M. Clark

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		

**Resolution 264-23**

BOARD OF TRUSTEES  
INCORPORATED VILLAGE OF MINEOLA  
-----X  
In the Matter of the Application of

LALEZARIAN PROPERTIES LLC on behalf of  
Property Owners OCR COURT HOUSE LCC and  
THIRD FRONT LLC

**DECISION**

For a Special Use Permit pursuant to Chapter 550,  
Section 550-15.1 of the Code of the Incorporated  
Village of Mineola, to construct a multifamily 440  
residential unit apartment building (200 units at the  
North building and 240 units at the South building)  
upon the properties located at 109 Front Street and 114  
Old Country Road, Mineola, New York, known and  
designated on the Nassau County Land and Tax Map  
as Section 9, Block 350, Lots 4-7, 8, 11, 13, 14-17 and  
Section 9, Block 355, Lots 25, 36, 128, 129, 137, 139,  
140, 242 and 243.

-----X

NAME OF APPLICANT:	Lalezarian Properties LLC
SUBJECT PROPERTY:	Section 9, Block 350, Lots 4-7, 8, 11, 13, 14-17 and Section 9, Block 355, Lots 25, 36, 128, 129, 137, 139, 140, 242 and 243
STREET LOCATION:	109 Front Street (North building) and 114 Old Country Road (South building), Mineola, New York
ZONING DISTRICT:	“B-3” District (Special Business) Downtown Overlay District
RELIEF REQUESTED:	Application For a Special Use Permit pursuant to Chapter 550, Section 550-15.1
PUBLICATION & POSTING:	All in accordance with applicable laws, rules and regulations.

DATE OF HEARINGS: September 13, 2023  
October 18, 2023

APPEARANCES: Kevin Walsh, Esq., Applicant's Attorney  
Avinash Malhotra, Applicant's Architect  
Andrew Nee, David Wortman  
& Aaron Machtay, Applicant's Engineers

Lalezarian Properties LLC (hereinafter, "Applicant") appeared before this Board pursuant to Chapter 550, Section 550-15.1 of the Municipal Code of the Incorporated Village of Mineola (the "Downtown Overlay District law") for a special use permit to construct two multifamily residential apartment buildings with a total 490 apartment units upon the properties located at 109 Front Street (North building – 250 units) and 114 Old Country Road (South building – 240 units), Mineola, New York (known and designated on the Nassau County Land and Tax Map as Section 9, Block 350, Lots 4-7, 8, 11, 13, 14-17 and Section 9, Block 355, Lots 25, 36, 128, 129, 137, 139, 140, 242 and 243) (hereinafter, the "Property").

During the September 13, 2023 Public Hearing, the Board of Trustees shared comments regarding the proposed application. Specifically, the Board of Trustees requested that the Applicant review the proposal with respect to height and density. The Applicant returned to the continued Public Hearing on October 18, 2023 with a revised proposal that it requested be considered by the Board of Trustees. The revised proposal consisted of a project seeking a total of 440 residential apartment units. The building located at 109 Front Street, known as the North building, would be comprised of 200 residential units and the building located at 114 Old Country Road, known as the South building, would be comprised of 240 residential units. In addition, both buildings would be tiered back 10 feet on the top floor from the lower levels along Old Country Road and Front Street to reduce the bulk of the building. Both residential buildings will total 10 stories (parking below grade with residential apartments above) and measure a total height to the top of the roof deck not to exceed 99'8" feet (excluding all parapet walls, bulkheads and mechanicals required by New York State Uniform Building and Fire Code). The project will consist of 271 two-bedroom units and 169 one-bedroom units. Applicant is providing 630 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 550-13.1 under the Village's Downtown Overlay District law. The Board of Trustees, in its sole discretion, granted permission to the Applicant to proceed under the Village's Downtown Overlay District law.

Applicant made an application to the Board of Trustees for the required relief pursuant to the Village's Downtown Overlay District law and presented its application on September 13, 2023 and October 18, 2023. 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. 10543-23, adopted September 7, 2023, recommended that the Village Board of Trustees take whatever action it deemed appropriate.

Now before this Board is a proposal to construct two multifamily residential apartment buildings with a total 440 apartment units upon the properties located at 109 Front Street (North building – 200 units) and 114 Old Country Road (South building – 240 units), Mineola, New York (396 market rental units and 44 affordable housing units). In order to construct this project, the Applicant seeks, under the Village's Downtown Overlay District law, the relaxation of the Village's zoning laws in several ways:

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

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

1. Substantial streetscape improvements creating pedestrian connectivity to the Village's downtown by the installation of pavers, lighting, and other street

furnishings along the street frontages at Old Country Road, Third Street and Front Street and a central large courtyard space at both buildings.

2. The removal of overhead utility lines on the south side of Third Street.
3. Forty-four (44) affordable housing units distributed randomly throughout the buildings with interior finishes to match the market rate units.
4. PILOT payments for real estate taxes to be set by the Nassau County Industrial Development Agency.
5. 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.
6. The creation and dedication of approximately 1,000 square feet of space for the Mineola Historical Society;
7. Applicant shall contribute \$60,000.00 to the Village's Parking Trust Fund.
8. A monetary contribution to the Village in lieu of further public amenities in the amount of \$4,400,000.00 to be paid pursuant to the following schedule:
  - a. \$1,200,000.00 upon the issuance of the building permit for the South building (to become "125 Third Street");
  - b. \$1,200,000.00 upon the issuance of a Certificate of Occupancy/Temporary Certificate of Occupancy for the South building (to become "125 Third Street");
  - c. \$1,000,000.00 upon the issuance of the building permit for the North building (to become "120 Third Street"); and
  - d. \$1,000,000.00 upon the issuance of a Certificate of Occupancy/Temporary Certificate of Occupancy for the North building (to become "120 Third Street").

### **FINDINGS**

The project as it 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 550-13.1 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 project 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 two multifamily residential apartment buildings with a total 440 apartment units upon the properties located at 109 Front Street (North building – 200 units to be called “120 Third Street”) and 114 Old Country Road (South building – 240 units to be called “125 Third Street”), Mineola (396 market rate rental units and 44 affordable housing units) upon the Property is **GRANTED**.
- 2) The request to provide 630 on-site parking spaces is **GRANTED**.
- 3) The offer made by the Applicant to create and dedicate approximately 1,000 square feet of space for the Mineola Historical Society in one of the Lalezarian buildings is **ACCEPTED**.
- 4) The offer made by the Applicant to provide development incentive payments in the amount of Four Million Four Hundred Thousand (\$4,400,000.00) Dollars to the Village in lieu of further public amenities is **ACCEPTED**.

- 5) The offer made by the Applicant, prior to the issuance of any building permit for the South building (“125 Third Street”), to contribute \$60,000.00 to the Village’s Parking Trust Fund is **ACCEPTED**.
- 6) The offer made by the Applicant to provide a Host Community Benefit Agreement for each Building in the form attached to this Decision as Exhibit A is **ACCEPTED**.
- 7) The offer made by the Applicant to provide streetscape improvements along Applicant’s street frontage in accordance with Village requirements is **ACCEPTED**.
- 8) Final site plan approval for the project is hereby **GRANTED**.
- 9) 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 Four Million Four Hundred Thousand (\$4,400,000.00) Dollars pursuant to the schedule set forth above in this Decision. 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.
- 2) Compliance with the Long Island Workforce Housing Law, including the provision of 44 units of affordable housing of a quality and location within the buildings 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 buildings. 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 buildings. The Applicant and its successors shall annually submit a certification to the Village that it is in compliance with this requirement. The 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.

- 3) Applicant shall cause all refuse to be removed from the Property by a private carter at Applicant's expense. Applicant shall provide sufficient, lockable, concealed, and covered storage space for the necessary number of refuse collection dumpsters to service the Applicant's buildings. Applicant shall provide sufficient space on their property to have refuse collected by the private carter's equipment. Under no circumstances shall refuse collection be permitted on public streets.
- 4) Applicant shall submit a complete landscape plan in accordance with Village requirements.
- 5) Streetscape improvements in front of the Property in accordance with Village requirements. Street Lighting Improvements shall generally conform with the Village's existing decorative pole and luminaire style, and all luminaires shall be energy saving Light Emitting Diode (LED) luminaires. A separate street lighting installation, wiring and photometric plan shall be provided to the Department of Public Works and the Village's Engineers for review and approval prior to any construction or installation.
- 6) Any electrical vehicle charging stations shall be outside of the building and shall be in compliance with the Mineola Municipal Code, the New York State Fire Prevention and Building Code regulations, the Regulations of the Nassau County Fire Marshal and the Rules of all agencies having jurisdiction.
- 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 create and dedicate approximately 1,000 square feet of space for the Mineola Historical Society.
- 10) The Applicant shall, prior to the issuance of any Building Permit for the South building ("125 Third Street"), contribute \$60,000.00 to the Village's Parking Trust Fund.

- 11) 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.
- 12) Applicant shall perform a full road reconstruction and re-pavement of Third Street in accordance with the specifications and direction of the Village of Mineola Department of Public Works.
- 13) With regard to letters of Water Availability and/or Sanitary Sewer Availability, in the event it is determined that the Village's existing water supply capacity, water distribution system capacity and/or sanitary sewer collection system capacity is insufficient to service the Applicant's demands for required domestic water supply, fire service water supply and sanitary sewer demands, the Applicant agrees to make the necessary infrastructure improvements, at their cost, as required by the Village Department of Public Works and the Village's Engineers.
- 14) When constructing domestic water, fire service connections and sanitary sewer connections, the Applicant shall comply with all requirements of the County of Nassau Department of Health, the Village's Department of Public Works Water and Sewer Division or as directed by the Superintendent of Public Works.
- 15) 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.
- 16) 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 within thirty (30) days of the date of the filing of this Decision.
- 17) 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.
- 18) 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.

- 19) 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 Property 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  
October 18, 2023

# Exhibit A

**INCORPORATED VILLAGE OF MINEOLA**

**AND**

**OCR COURT HOUSE LLC**

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**HOST COMMUNITY BENEFITS AGREEMENT**

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**DATED: February \_\_, 2024**

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**HOST COMMUNITY BENEFITS AGREEMENT**

**THIS HOST COMMUNITY BENEFITS AGREEMENT** dated February \_\_, 2024 (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 OCR Court House LLC, a limited liability company organized and existing under the laws of the State of New York, having a principal place of business c/o Lalezarian Properties LLC, 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 September 13, 2023 and October 18, 2023, 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 440 apartment units upon the properties located at 109 FrontStreet (north building- 200 units to become “120 Third Street”) and 114 Old Country Road (south building – 240 units to become “125 Third Street”); and

**WHEREAS**, the Village Board of Trustees granted Company the requested Special Use Permit by Decision, dated October 18, 2023, and filed in the Office of the Village Clerk on February \_\_, 2024; 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. Notwithstanding the foregoing, nothing in this Agreement or Section shall prohibit or limit the Village, or its agents or agencies, and/or the Fire Marshal, from any and all actions to carry out their duties to enforce any applicable Federal/State/County/Village law, code, rule or regulation.

## **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 Clerk

with a copy to:

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

To Company:

Third Front LLC  
c/o 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.

**INCORPORATED VILLAGE OF MINEOLA**

**AND**

**THIRD FRONT LLC**

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**HOST COMMUNITY BENEFITS AGREEMENT**

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**DATED: February \_\_, 2024**

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**HOST COMMUNITY BENEFITS AGREEMENT**

**THIS HOST COMMUNITY BENEFITS AGREEMENT** dated February \_\_, 2024 (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 Third Front LLC, a limited liability company organized and existing under the laws of the State of New York, having a principal place of business c/o Lalezarian Properties LLC, 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 September 13, 2023 and October 18, 2023, 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 440 apartment units upon the properties located at 109 Third Street (north building- 200 units to become "120 Third Street") and 114 Old Country Road (south building – 240 units to become "125 Third Street"); and

**WHEREAS**, the Village Board of Trustees granted Company the requested Special Use Permit by Decision, dated October 18, 2023 and filed in the Office of the Village Clerk on February \_\_, 2024; 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. Notwithstanding the foregoing, nothing in this Agreement or

Section shall prohibit or limit the Village, or its agents or agencies, and/or the Fire Marshal, from any and all actions to carry out their duties to enforce any applicable Federal/State/County/Village law, code, rule or regulation.

## **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 Clerk

with a copy to:

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

To Company:

Third Front LLC  
c/o 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.

Motioned by Trustee Janine Sartori  
Seconded by Trustee Jeffrey M. Clark

Village Clerk Bryan L. Rivera polled the Board:

### **Vote:**

#### **Yes**

Mayor Paul A. Pereira

#### **No**

Trustee Paul S. Cusato

#### **Abstain**

Trustee Janine Sartori  
Trustee Jeffrey M. Clark  
Trustee Donna M. Solosky

**Mayor Paul A. Pereira requested a motion to close the Public Hearing at 8:15 PM.**

Motioned by Trustee Donna M. Solosky  
Seconded by Trustee Jeffrey M. Clark

### **Vote:**

#### **Yes**

Mayor Paul A. Pereira

Trustee Paul S. Cusato

Trustee Janine Sartori

Trustee Jeffrey M. Clark

Trustee Donna M. Solosky

#### **No**

#### **Abstain**

**Mayor Paul A. Pereira called the Work Session to order at 8:25 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  
Village Treasurer Giacomo A. Ciccone  
Superintendent of Buildings Liam P. O’Keefe

**Press Observer:** None

**Sunshine Observers:** 4 Observers

**Resolution No. 265-23**

Resolved to approve bills and payroll.

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

**Vote:**

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

**Resolution No. 266-23**

Resolved to approve the membership of the following candidate as recommended by the Mineola Fire Department:

Nikita Mullen	Company 2
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Motioned by Trustee Jeffrey M. Clark  
Seconded by Trustee Paul S. Cusato

**Vote:**

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

**Resolution No. 267-23**

Resolved to award the public bid for the Requirements Contract for the Purchase of Granular Activated Carbon Systems to the lowest responsible bidder.

Low Bidder: Calgon Carbon Corp.  
Cost: \$925,318.00  
Funding Source(s): 2023/2024 Water Fund Budget and/or the Water Fund  
Unreserved Fund Balance and/or Water Fund Municipal Financing

Motioned by Trustee Janine Sartori  
Seconded by Trustee Jeffrey M. Clark

**Vote:**

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

**Resolution No. 268-23**

Resolved to award the 2 Year HVAC Service Maintenance Contract for Village buildings to lowest responsible proposal submitted:

Proposals Received:

Five Star Mechanical	\$3,350.00 per year
Dynaire, LLC	\$12,200.00 per year
Lane Associates	\$14,723.00 per year

Recommend awarding to the Lowest Responsible Proposer: Five Star Mechanical  
Low Proposal Amount: \$3,350.00 per year  
Funding Source(s): 2023/2024 General Fund, Library and Water Fund Budgets

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

**Vote:**

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

**Resolution No. 269-23**

Resolved to authorize the purchase of a total of 45 Neptune, T10 Water Meters varying in size from 1 inch, 1 ½ inch and 2 inch with installation hardware.

Vendor: Rio Neptune  
Cost: \$37,475.00  
Funding Source(s): 2023/2024 Water Fund Budget and/or the Water Fund  
Unreserved Fund Balance

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

**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. 270-23**

Resolved to approve a salary merit increase of \$5,000.00 for Kristiana A. Salerno, Village Auditor, retroactive to October 1, 2023.

Motioned by Trustee Paul S. Cusato

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. 271-23**

Resolved to approve a salary merit increase of \$5,000.00 for Egidio J. Belli, Deputy Village Treasurer, retroactive to October 1, 2023.

Motioned by Trustee Paul S. Cusato

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. 272-23**

Resolved to approve a salary merit increase of \$10,000.00 for Giacomo A. Ciccone, Village Treasurer, retroactive to October 1, 2023.

Motioned by Trustee Paul S. Cusato

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. 273-23**

Resolved to authorize Change Order No. 5 to the New Fire Department Headquarters (Plumbing Work).

Contractor: Ambrosio & Co., Inc.  
Connect (3) countertop water stations and new Giant pump for the gear dryer  
Total Change Order: \$2,559.00  
Funding Source: Capital Projects Fund

Motioned by Trustee Donna M. Solosky  
Seconded by Trustee Jeffrey M. Clark

<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		

**Resolution No. 274-23**

Resolved to authorize the following Service Award one-time actuarially equivalent lump sum payout from the Fire Service Award Fund to the following Mineola Fire Department Volunteer Fireman, pursuant to the Length of Service Awards Program (LOSAP) effective January 1, 2024:

Michael F. Farmer	\$34,178.90
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Motioned by Trustee Paul S. Cusato  
Seconded by Trustee Jeffrey M. Clark

<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		

**Resolution No. 275-23**

RESOLVED, that based upon the recommendation of Sher Edling, LLP to accept the settlements for 3M and Dupont in the PFAS litigation, the Board hereby elects to participate in the aforementioned settlements.

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. 276-23**

RESOLVED, that the Board of Trustees, as lead agency for the development of a three-story addition to a two-story commercial building with a residential building with 30 residential units upon the property located at 155 First Street, Mineola, and after due deliberation, review and analysis of the proposed action and the criteria set forth in 6 NYCRR §617.7(c) and (e) hereby determines that the proposed action will not result in significant adverse impacts to the environment and, therefore, is issuing this Negative Declaration.

Motioned by Trustee Jeffrey M. Clark

Seconded by Trustee Donna M. Solosky

Village Clerk Bryan L. Rivera polled the Board:

**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. 277-23**

BOARD OF TRUSTEES  
INCORPORATED VILLAGE OF MINEOLA

-----X

In the Matter of the Application of

COMBINED RESOURCES CONSULTING AND  
DESIGN, INC.

**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 30 residential unit apartment building upon the property located at 155 First Street, Mineola, New York, known and designated on the Nassau County Land and Tax Map as Section 9, Block 420, Lots 26, 27, 28, 29, 122, 124 and 125.

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NAME OF APPLICANT: Combined Resources Consulting and Design, Inc.

SUBJECT PROPERTY: Section 9, Block 420, Lots 26, 27, 28, 29, 122, 124 and 125

STREET LOCATION: 155 First 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:	October 11, 2023
APPEARANCES:	Jack Martins, Applicant’s Attorney Sal Ferrara, Architecture Michael Ambersino, Owner Frank Cassissi, Owner

Combined Resources Consulting and Design, Inc., on behalf the owner 155 First Street 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 30 apartment units upon the property that is currently improved with an approximately 20,000 square foot commercial building located at 155 First Street, Mineola, New York (known and designated on the Nassau County Land and Tax Map as Section 9, Block 420, Lots 26, 27, 28, 29, 122, 124 and 125) (hereinafter, the “Property”). The proposed residential building will be connected to the existing commercial building and total four stories (with parking at grade and 4 stories of residential apartments above) and measure a total height to the top of the roof deck of 40’8” feet (excluding all parapet walls, bulkheads and mechanicals required by New York State Uniform Building and Fire Code). Twenty-eight (28) of the apartment units are one-bedroom units and the remaining two (2) units are studios. Applicant is providing 56 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 apply for 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 550, Section 550-13.3 under the Village’s Historic Overlay District law. The Board of Trustees, in its sole discretion, granted permission to the Applicant to proceed under the Village’s Historic Overlay District law.

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 October 11, 2023. The

Board of Trustees declared itself lead agency pursuant to SEQRA and determined that the Application was an Unlisted Action. 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. 10545-23, adopted October 5, 2023, recommended that the Village Board of Trustees take whatever action it deemed appropriate.

Before the Board is a proposal to construct a four-story multifamily residential apartment building at 155 First Street containing a total of 30 units (27 market rate rental units and 3 affordable housing units). In order to construct this project, the Applicant seeks, under the Village's Historic Overlay District 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 project, the Applicant has offered the following public amenities:

1. Aesthetic amenities which include a building façade with natural colored brick to contribute to the historic character of the area. The development will further the goal and vision of the Historic Overlay District and demonstrate to other property owners the standard to follow as Mineola works to restore this area with vintage Mineola features in the context of a functioning and vibrant downtown.
2. Three (3) affordable housing units distributed randomly throughout the building with interior finishes to match the market rate units.
3. In the event that the Applicant seeks funding from the Industrial Development Agency, PILOT payments for real estate taxes to be set by the Industrial Development Agency and a Community Host Benefit Agreement to be executed

by the Applicant which will include a schedule of payments negotiated with the Board of Trustees to compensate the Village for hosting the project.

- 4. A contribution to the Village’s Parking Trust Fund of \$62,000.00.
- 5. A monetary contribution to the Village in lieu of further public amenities in the amount of \$300,00.00 to be paid pursuant to the following schedule:
  - a. One-third (\$100,000.00) payable upon issuance of a building permit;
  - b. One-third (\$100,000.00) payable eighteen months following the issuance of a building permit; and
  - c. One-third (\$100,000.00) payable upon the issuance of a Certificate of Occupancy/Temporary Certificate of Occupancy.

**FINDINGS**

The Project as it 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 project 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) Prior to the issuance of a Building Permit, the Applicant shall submit revised Architectural drawings for the project to the Building Department and the Board of Trustees shall retain jurisdiction over this application, specifically with respect to the architectural design. The Board of Trustees reserves the right to require additional modifications to the architectural design, if necessary.
- 2) The Application for a special use permit to construct and maintain a four story multifamily residential apartment buildings containing a total of 30 apartment units (27 market rate rental units and 3 affordable units) with an commercial building (approximately 10,000 sq.ft.) upon the Property is **GRANTED**.
- 3) The request to provide 54 on-site parking spaces for the residential and commercial uses is **GRANTED**.
- 4) The offer made by the Applicant to provide development incentive payments in the amount of Three Hundred Thousand (\$300,000.00) Dollars to the Village in lieu of further public amenities is **ACCEPTED**.
- 5) The offer made by the Applicant to make a contribution to the Village Parking Trust Fund in the amount of Sixty-Two Thousand (\$62,000.00) Dollars is **ACCEPTED**.
- 6) The offer made by the Applicant to provide a Host Community Benefit Agreement in the form acceptable to the Village in the event that the Applicant seeks financing from the Industrial Development Agency is **ACCEPTED**.
- 7) 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**.
- 8) Final site plan approval for the project is hereby **GRANTED**.
- 9) Architectural approval for the project is hereby **GRANTED**.

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

- 1) Prior to the issuance of a Building Permit, the Applicant shall submit revised architectural drawings for the project to the Building Department and the Board of Trustees shall retain jurisdiction over this application, specifically with respect to the architectural design. The Board of Trustees reserves the right to require additional modifications to the architectural design, if necessary.
- 2) The payment by the Applicant to the Village for development incentive bonuses awarded in the amount of Three Hundred Thousand (\$300,000.00) Dollars pursuant to the schedule set forth above in this Decision.
- 3) Prior to the issuance of a building permit, the payment by the Applicant to the Village to the Village's Parking Trust Fund in the amount of Sixty-Two Thousand (\$62,000.00) Dollars.
- 4) 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.
- 5) Compliance with the Long Island Workforce Housing Law, including the provision of 3 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 80% 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 building. Applicant and its successors shall annually submit a certification to the Village that it is in compliance with this requirement. The 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.

- 6) Applicant shall cause all refuse to be removed from the Property by a private carter at Applicant's expense. Any dumpster shall be properly enclosed and screened so not to be visible from the street. Applicant shall provide sufficient, lockable, concealed, and covered storage space for the necessary number of refuse collection dumpsters to service the Applicant's buildings. Applicant shall provide sufficient space on its property to have refuse collected by the private carter's equipment. Under no circumstances shall refuse collection be permitted on public streets.
- 7) Streetscape improvements on First Street in front of the Property in accordance with Village requirements. Street Lighting Improvements shall generally conform with the Village's existing decorative pole and luminaire style, and all luminaires shall be energy saving Light Emitting Diode (LED) luminaires. A separate street lighting installation, wiring and photometric plan shall be provided to the Department of Public Works and the Village's Engineers for review and approval prior to any construction or installation.
- 8) 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.
- 9) Applicant shall repair any damage to any Village roads caused by Applicant during the course of construction in accordance with Village requirements.
- 10) 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.
- 11) With regard to letters of Water Availability and/or Sanitary Sewer Availability, in the event it is determined that the Village's existing water supply capacity, water distribution system capacity and/or sanitary sewer collection system capacity is insufficient to service the Applicant's demands for required domestic water supply, fire service water supply and sanitary sewer demands, the Applicant agrees to make the necessary infrastructure improvements, at their cost, as required by the Village Department of Public Works and the Village's Engineers.



- 12) When constructing domestic water, fire service connections and sanitary sewer connections, the Applicant shall comply with all requirements of the County of Nassau Department of Health, the Village's Department of Public Works Water and Sewer Division or as directed by the Superintendent of Public Works.
- 13) 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 and the Applicant shall be required to execute and deliver to the Village a Host Community Benefit Agreement in the form acceptable to the Village.
- 14) 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.
- 15) 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.
- 16) 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 Property 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  
October 18, 2023

Motioned by Trustee Janine Sartori  
Seconded by Trustee Jeffrey M. Clark

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 Work Session at 8:35 PM.**

Motioned by Trustee Jeffrey M. Clark  
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		

**Mayor Paul A. Pereira called the Public Meeting to order at 8:35 PM.**

<b>PRESENT:</b>	Mayor Paul A. Pereira
	Trustee Paul S. Cusato
	Trustee Janine Sartori
	Trustee Jeffrey M. Clark
	Trustee Donna M. Solosky

<b>ALSO PRESENT:</b>	Village Attorney John P. Gibbons, Jr.
	Village Clerk Bryan L. Rivera
	Deputy Village Clerk Linda Pardo
	Village Treasurer Giacomo A. Ciccone
	Superintendent of Buildings Liam P. O’Keefe

<b>Press Observer:</b>	None
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<b>Sunshine Observers:</b>	4 Observers
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Mayor Paul A. Pereira reported that representatives from Estarreja, the city in Portugal where he was born, spent a week in Mineola during an exchange program. The Portuguese delegation included Estarreja’s mayor and officials of the Estarreja Volunteer Firefighters. Mayor Pereira discussed some of the places they visited including Ground Zero, Newark firehouse, ESU, Firecom, and the fire academy. Mayor Pereira thanked everyone involved in bringing everything together including hosting families, Mineola Fire Department Secretary Denis McCann, Village

staff, and local businesses who provided meals for them. Mayor Pereira stated that Mineola representatives will visit Estarreja in the Spring of 2024 for the 100<sup>th</sup> anniversary of their fire department. Mayor Pereira added that senior tax exemption review dates will be on November 4, November 18, November 20 and December 9 from 9:00 AM to 12:00 noon.

Trustee Janine Sartori reported that the Mineola High School Homecoming Parade was rescheduled to Saturday, October 21 at 12:30, weather permitting; reminded residents that the Chamber of Commerce Wall of Honor ceremony will be held Tuesday, October 24 at 6:30 PM at Village Hall, followed by the Chamber meeting at Lisbon Café, and announced that the Village Halloween Party will be on Friday, October 27.

Trustee Paul S. Cusato stated that the Italian flag raising ceremony, Mineola Fire Department open house and Portuguese fire department fundraiser were all very successful events, and congratulated Mayor Pereira for initiating the exchange program.

Trustee Jeffrey M. Clark reported that the Mineola Fire Department open house was a great success and requested that residents consider joining the fire department.

Trustee Donna M. Solosky stated that the Portuguese fire department fundraiser was a great event; hoped that residents enjoyed the Mineola Historical Society’s open house and commented that the Warriors for a Cause fundraiser was a great success, and thanked Tony Lubrano for his efforts.

*1 speaker addressed the Board*

**Mayor Paul A. Pereira requested a motion to close the Public Meeting at 8:45 PM.**

Motioned by Trustee Jeffrey M. Clark  
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		

Respectfully submitted,

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Bryan L. Rivera  
Village Clerk