

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

HILLSIDE ISLAMIC CENTER INC. and ABDUL
AZIZ BHUIYAN,

Plaintiffs,

v.

THE TOWN OF NORTH HEMPSTEAD,

Defendant.

2:26-cv-01376-JMA-AYS

**[PROPOSED]
CONSENT ORDER**

This Consent Order is entered to resolve this lawsuit brought by Hillside Islamic Center Inc. (“HIC”) and Abdul Aziz Bhuiyan (collectively, the “Plaintiffs”) against the Town of North Hempstead (the “Town”). Plaintiffs and the Town are referred to herein collectively as the “Parties.” This Consent Order shall become binding upon the Parties upon the Effective Date, irrespective of whether the Court has so-ordered the Consent Order.

RECITALS

WHEREAS, HIC is currently operating a mosque out of its property at 300 Hillside Avenue in New Hyde Park, New York (the “Mosque”);

WHEREAS, in 2021, HIC submitted proposed plans to the Town for site plan approval of an expansion of the existing Mosque;

WHEREAS, on November 11, 2022, HIC submitted its initial application for site plan approval to the Town Board, and which was recommended for approval by the Town Department of Planning and Environmental Protection (the “Planning Department”) in a memorandum dated June 6, 2023;

WHEREAS, on August 23, 2023, HIC submitted an amended application (the “Amended Application”) to the Town Board, which was also recommended for approval by the Planning Department in an amended memorandum dated January 3, 2024;

WHEREAS, the Amended Application proposed to expand the Mosque’s existing building by approximately 6,600 square feet and to provide a total of sixty-three on-site parking spaces by demolishing a residential structure on one parcel and paving three contiguous parcels;

WHEREAS, the Town Board for the Town of North Hempstead (the “Town Board”) held public hearings regarding HIC’s proposed site plans on June 6, 2023; July 11, 2023; August 8, 2023; September 5, 2023; October 3, 2023; November 13, 2023; December 5, 2023; January 9, 2024; and January 30, 2024;

WHEREAS, on January 30, 2024, the Town Board voted to deny HIC’s Amended Application;

WHEREAS, the Town Board issued a written denial of the Amended Application on March 12, 2024 (the “Resolution”);

WHEREAS, on February 23, 2024, HIC challenged the Town Board’s denial of its Amended Application by instituting a CPLR Article 78 proceeding in the Supreme Court of New York, Nassau County, captioned *Hillside Islamic Center Inc., v. Desena et al.*, Index No. 603335/2024 (N.Y. Sup. Ct., Nassau Cnty. Jan. 15, 2025);

WHEREAS, in a decision entered on January 15, 2025, the Supreme Court granted HIC’s Article 78 petition, holding that the Town Board had acted arbitrarily and capriciously in denying HIC’s Amended Application, in violation of New York state law;

WHEREAS, the Town appealed the Supreme Court’s decision to the Appellate Division, Second Department, where the appeal remains undecided awaiting argument, and is captioned *Hillside Islamic Center Inc. v. Desena*, Docket Nos. 2025-02054, 2025-03357 (N.Y. App. Div, 2d Dep’t 2025);

WHEREAS, on March 12, 2026, Plaintiffs filed a Complaint against the Town in the United States District Court for the Eastern District of New York (the “Court”) captioned, *Hillside Islamic Center, Inc. et al. v. The Town of North Hempstead* (2:26-cv-01376)-JMA-AYS (the “Action”);

WHEREAS, in the Action, Plaintiffs alleged claims against the Town for relief under the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc, the First and Fourteenth Amendments to the U.S. Constitution, and the New York Constitution arising from the Resolution;

WHEREAS, the subject matter jurisdiction of this Court is founded upon 28 U.S.C. § 1331 (federal question jurisdiction) in that Plaintiffs’ federal claims arise under 42 U.S.C. § 2000cc and 42 U.S.C. § 1983;

WHEREAS, the Parties agree that venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because the events giving rise to this action occurred in the Town of North Hempstead, which is located within the Eastern District of New York, and the Town is subject to personal jurisdiction in this District;

WHEREAS, the Town denies all liability for the claims asserted by Plaintiffs;

WHEREAS, on April 15, 2026, the Town Board approved a resolution authorizing the Town Attorney to enter into a consent order consistent with the terms of the resolution (the “Approval Resolution”);

WHEREAS, the terms of this Consent Order are consistent with the terms of the Approval Resolution; and

WHEREAS, the Parties desire to resolve the Action without further litigation, controversy, and inconvenience related to the subject matter of the Action, and desire to settle, fully and finally, any and all claims among them;

NOW, WHEREFORE, in consideration of the foregoing premises and the releases, terms of settlement, and covenants contained in this Consent Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the terms of and entry of this Consent Order as follows:

TERMS OF AGREEMENT

1. Town Approval of the Site Plan Application. Immediately following the execution of this Consent Order, the Town will work cooperatively and in good faith with HIC as HIC prepares a revised site plan for the expansion of the Mosque based on the existing Amended Application (the “Revised Mosque”). The revised site plan shall include the following changes. First, HIC shall revise the proposed curb cut on North 2nd Street to be angled in a manner that discourages left-turn egress and is 18 feet in width. Second, the revised site plan will correct any discrepancies regarding the surface area of each floor of the Mosque as contained in the denied plans dated August 28, 2023. Subject to compliance with this paragraph 1, the Revised Mosque shall be deemed approved by the Town, so long as the site plan and architectural drawings comply with the terms of this paragraph. Except as specifically described below, the Town shall not require any additional approvals for the Revised Mosque, including, but not limited to, from the Town Board or the Planning Department. Upon submission of the revised site plan and architectural drawings for the Revised Mosque, the Town shall, in good faith, review the revised site plan to confirm that the revised site plan and architectural drawings of the Revised Mosque comply with paragraph 1 of the Consent Order; provided, however, that such review by the Town shall conclude within ten business days of the submission of the revised site plan and architectural drawings.

2. Town Highway Department Approval for Curb Cuts. The proposed curb cuts on North 3rd Street and North 2nd Street shall be subject to review and approval by the Town Highway Department. HIC shall submit its plans for the curb cuts (including the revised curb cut on North 2nd Street) to the Town Highway Department. Upon confirmation of compliance

with paragraph 2 herein, the Town Highway Department shall issue permits for the curb cuts within 10 (ten) days of submission.

3. Revised Landscape Plan. A revised landscape plan shall be submitted to the Commissioner of Planning for approval prior to the issuance of a certificate of occupancy. Plants by curb cuts shall be planted and maintained at a height of one (1) foot or less for line of site. Native blooming plants shall be added as feasible. The applicant shall have discretion with respect to the type and exact location of shrubs and plantings.

4. Timely Issuance of All Permits Needed to Construct and Occupy the Revised Mosque. Upon confirmation that the revised site plan complies with paragraph 1 herein, the Town shall, in good faith and without unreasonable delay, commence the processes necessary to issue to HIC all permits, licenses, and/or other Town approvals that are legally required to construct, operate, and occupy the Revised Mosque, including but not limited to any construction or demolition permits that may be required. In the event that any necessary submissions of plans, drawings and/or other documents by HIC shall require modifications, edits, additions, or corrections, HIC shall work with the Town's assistance to promptly submit any renewed applications, which the Town shall then process on an expedited basis at the highest level of priority. The joint and mutually shared intention of this paragraph shall be for the Parties to collaborate to facilitate construction, operation, and occupation of the Revised Mosque as quickly as is reasonably possible, and consistent with all applicable State Fire and Building Code requirements and Nassau County Fire Marshal requirements. The Town's obligation hereunder to prioritize and expedite resolution of any issues concerning the construction, operation, or occupation of the Revised Mosque shall continue until all of the following events have occurred:

(i) the construction of the Revised Mosque has been completed (or otherwise abandoned by HIC)

and (ii) the Town has issued to HIC a Certificate of Completion (i.e., upon HIC's completion of construction and demonstration that all Certificate of Occupancy requirements in accordance with the State Building Code and this paragraph 4 have been met), a Public Assembly License, and any other legal approvals that may be necessary for the operation or occupation of the Revised Mosque. In order to facilitate the Town's issuance of any and all legally required approvals to HIC, the Town shall appoint a representative of its choosing from the Building Department to act as liaison (the "Liaison") with HIC to facilitate any and all such approvals. Nothing in this paragraph shall require the Town to issue permits, certificates or approvals to construct, operate or occupy the Revised Mosque where Town review and/or inspection reveals deficiencies under the Town Code, New York State Building Code or other governmental regulation or requirement. The Town has reviewed the amended site plan and confirms that no variances are required other than those described in paragraph 13.

5. Cooperation. The Town shall cooperate with HIC and shall not take any actions to impede in any way, whether directly or indirectly, HIC's lawful efforts to obtain any remaining town, state, county, municipal, sewerage authority, or any other approvals of any kind associated with the construction of the Revised Mosque. Nothing in this paragraph shall obligate the Town to provide approval for any remaining Town requirements in violation of the Town Code or other legal requirements.

6. Change in Use or Occupancy. Any future change in the use or occupancy of the Revised Mosque, or any portion thereof, shall be submitted to the Building Safety Division for review and approval to ensure compliance with all applicable Building Code and life-safety requirements.

7. **Storage.** The room identified on the approved plans as “storage” shall be used solely for storage unless revised plans reflecting the proposed use are submitted to and approved by the Building Safety Division. Compliance shall be verified through inspection prior to the issuance or continuation of any subsequent Certificate of Occupancy.

8. **Tents.** There shall be no tents or other occupied temporary structures permitted within the designated parking areas of the Mosque including during peak Friday afternoon services and holidays, provided, however, that HIC may erect pop-up tents during inclement weather for the providing of food in connection with an Eid festival. Such tents shall not be used for occupancy or worship.

9. **Parking Attendant.** HIC shall provide a parking attendant during peak Friday afternoon prayer services and during peak evening Ramadan services for the purpose of managing the on-site parking lots and directing motorists to any additional off-street parking areas. Failure to comply with the terms of this paragraph shall not be construed as a violation of this Agreement, provided the failure is not willful and does not occur more than once per month.

10. **Parking Point of Contact.** HIC shall designate a contact person for addressing parking-related concerns. The name, phone number, and email address of the designated contact person shall be provided to the Planning Department on an annual basis and within 10 days of any change in designation. Solely for purposes of addressing parking-related concerns, the Planning Department may distribute this contact information to other relevant municipal departments, the Town Board Member representing the area, and the Nassau County Police Department. HIC shall also provide the contact information to neighboring residents by mail or hand delivery, and shall post the contact information on the mosque’s website. Neighboring

residents include those residing in the area bounded by the following: Cherry Lane to the west, Hillside Avenue to the north, Bryant Avenue to the south and Hillside Boulevard to the east.

11. Member Education. HIC shall undertake reasonable efforts to encourage its members to (1) carpool to services when possible, (2) comply with posted street parking regulations, (3) refrain from blocking private driveways, and (4) respect neighboring properties. Reasonable efforts may include preparing and distributing a notice regarding the aforementioned issues to all members through relevant messaging platforms, regular mail, and/or in-person handouts; posting the notice within the mosque and on HIC's website; and making announcements when appropriate. A copy of the notice and the website link where it is posted shall be submitted to the Planning Department upon request.

12. Additional Conditions. If, in the future, the Commissioner of Planning determines that additional conditions may be needed to mitigate land use impacts caused by HIC, HIC agrees to meet with the Commissioner to discuss and consider in good faith any reasonable concerns and proposed measures for mitigation that the Town raises.

13. Variances. The plans dated 8/28/23 (disapproval stamp date 9/7/23) require two variances for parking in the 20' front yard setback along N. 2nd Street, N. 3rd Street, and Clausen Place. The applicant shall apply for and obtain all variances required in connection with the plans dated August 28, 2023. The applications for variances shall not delay the approval process in connection with the construction or occupancy of the Revised Mosque.

14. Parking Lot Circulation. The Parties will work cooperatively and in good faith and will exercise reasonable efforts to identify and address any potential safety issues with the internal circulation of the proposed parking lots to ensure that the configuration minimizes safety concerns on vehicles traveling on N. 2nd Street and N. 3rd Street.

15. Non-Retaliation. The Town agrees not to retaliate in any manner whatsoever against Plaintiffs, HIC's board members, or HIC's congregants for the filing or maintenance of this lawsuit.

16. Settlement Payment. The Town agrees to pay money damages to HIC in the amount of \$150,000 and attorneys' fees and costs to Linklaters LLP in the amount of \$400,000 (collectively, the "Settlement Payment").

17. Enforcement of Settlement Payment. The Town shall pay or cause to be paid the full amount of the Settlement Payment as mutually agreed upon by the parties and shall take all necessary actions and obtain any and all required authorizations, appropriations, or approvals from any board, agency, or governing body to make the Settlement Payment in full, so that the full amount of the Settlement Payment shall be made within sixty (60) days of the Effective Date. If the Town is unable to make the Settlement Payment within sixty (60) days of the Effective Date in accordance with Plaintiffs' counsel's payment instructions (subject to notice and cure set forth in Paragraph 28),¹ then the Town shall remain liable for the full amount of the Settlement Payment, plus costs of collection, including reasonable attorneys' fees, together with default interest at the rate of nine (9%) per annum. JURY WAIVER: THE PARTIES CONSENT TO WAIVE THEIR RIGHT TO A JURY IN ANY ACTION TO ENFORCE THIS PROVISION.

18. Press Release and Public Communications. On the Effective Date, the Parties shall issue a joint press release in the form attached hereto as Exhibit A. Counsel for the Parties

¹ Within one (1) business day of the Effective Date, Plaintiffs' counsel shall provide the Town in writing with payment instructions, including wire transfer information and/or check delivery details (the "Payment Instructions"). The Town shall make payment strictly in accordance with the Payment Instructions, and such payment shall fully satisfy its obligation under this Paragraph 16.

shall not disparage any of the Parties, and the Parties shall instruct their employees and their board members not to disparage the Parties.

19. Mutual Release of Claims. The Mutual Releases (defined in this Paragraph) shall be effective upon occurrence of all of the following events: (i) timely issuance of all permits and variances (if any) from the Town needed to construct and occupy the Revised Mosque in accordance with Paragraph 4 above; and (ii) payment of the Settlement Payment in accordance with Paragraph 16 above.

Mutual Releases: Plaintiffs and the Town hereby release, acquit and forever discharge each other, their trustees, officers, officials, volunteers, agents, members, employees, vendors, assigns, successors in interest, attorneys, insurers, and indemnitors, and further release each individual Party and their successors, heirs, assigns, agents, personal representatives, executors, trustees, insurers, and attorneys from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, demands, and obligations in law or equity, whether known or unknown, which they ever had, now have, or hereafter can, shall, or may have from the beginning of time through the Effective Date of the Consent Order, related to or arising from the claims and allegations set forth in the case captioned *Hillside Islamic Center, Inc. et al. v. The Town of North Hempstead (2:26-cv-01376)-JMA-AYS*; provided, however, that nothing in this Mutual Release shall prevent or limit in any way the Parties from seeking any remedies that may be necessary to enforce the Consent Order or from pursuing remedies for its breach. This mutual release shall include the following outstanding

violations issued by the Town against HIC: CR-300141-24NH, CR-300146-24NH, CR-3000094-25NH, CR-300168-24NH, CR-300170-24NH, CR-300173-24NH, CR-300094-25NH, and CR-300175-24NH.

20. No Admission of Fault or Liability. The Parties expressly understand and agree that this Consent Order is a good faith compromise and settlement of disputed claims, and that neither Party is hereby admitting any wrongdoing or liability.

21. Legal Challenges to this Consent Order or to Approval of the Application, or to Issuance of any Applicable Permits, Licenses, and/or Other Approvals Legally Required.

The Court shall retain jurisdiction of any disputes between the Parties regarding the terms of this Consent Order. In the event the Parties fail to resolve any of the foregoing matters after attempting to do so without judicial intervention, either party may make a motion to the Court to request a hearing at which the Parties may present testimony and evidence concerning the unresolved matter. The Court shall also retain jurisdiction to enforce this Consent Order and to resolve any disputes between a party or parties and a third-party that would nullify any portion of this Consent Order, including any proceeding brought by any party or third party that would nullify or have the effect of nullifying any portion of the Consent Order. In the event of any direct or collateral legal challenges to the Consent Order or the Approval Resolution, the Town shall oppose any such legal challenges. The Town shall not oppose any HIC application to intervene in any such direct or collateral legal challenge or appeal, or any other litigation arising from this Consent Order. Each party shall bear its own fees and costs associated with any direct or collateral legal challenge or appeal, or any other litigation arising from this Consent Order or the Town's approval of the Revised Mosque or of related permits, licenses, and/or other approvals legally required. Notwithstanding the foregoing, nothing in this paragraph limits

Plaintiffs' rights to fees, costs, liquidated damages, or other remedies under this Consent Order or for any breach of this Consent Order.

22. Enforcement By Judicial Order, Jurisdiction Retained, and Removal. Within ten (10) business days after the Effective Date, the Parties shall jointly file this Consent Order with the Court and request that the Court so-order this Consent Order. In the same filing, the Parties shall further request that the Court retain jurisdiction over this matter until a Certificate of Occupancy, a Public Assembly License, and any other legally required approvals for the Revised Mosque are issued. For the avoidance of doubt, the Court's retention of jurisdiction over this matter encompasses all matters relating to the Consent Order. Accordingly, any related complaint or pleading filed in any New York state court shall be promptly removed, if possible, to the United States District Court for the Eastern District of New York and marked as a related matter to this Action. All Parties consent to such removal and all further proceedings on any such pleadings shall be in this Court before the District Judge assigned to this Action. Once HIC receives a Certificate of Occupancy, a Public Assembly License, and any other legally required approvals for the Revised Mosque, the Parties shall jointly seek dismissal of this Action in accordance with Paragraph 24 of this Consent Order.

23. Effective Date. The Effective Date of this Consent Order shall be the day of the execution of this Consent Order by the Parties.

24. Dismissal of Action. Within five (5) business days of the Town's issuance of a Certificate of Occupancy, a Public Assembly License, and any other legally required approvals from the Town to HIC concerning the Revised Mosque (the "Stipulation of Dismissal Precursor Events"), Plaintiffs shall file a Joint Stipulation of Dismissal, dismissing with prejudice all of the claims in the Action. However, any disputes then pending for resolution before the Court (to the

extent not mooted per written agreement of the parties in view of the issuance of the Certificate of Occupancy and Public Assembly License as well as any additional legally required approvals) shall be resolved prior to any dismissal. If the Stipulation of Dismissal Precursor Events do not occur, the Stipulation of Dismissal will be void and of no effect.

25. Authority to Enter Consent Order. Each Party to this Consent Order represents and warrants that it, he, or she is duly authorized to enter into this Consent Order and the signatory below executing this Consent Order on each such Party's behalf, has the authority to sign on behalf of such person or entity.

26. Consent Order Jointly Prepared. This Consent Order, including any uncertainty or ambiguity herein, shall not be construed against any one Party, but shall be construed as if all the Parties jointly prepared this Consent Order.

27. Entire Agreement and Modifications. This Consent Order contains the entirety of the Parties' agreement concerning the subject matter addressed herein. Any modifications of this Consent Order must be in a writing signed by all parties and will be effective upon the written consent of all the Parties or counsel acting on their behalf. The Parties shall not orally modify any requirement of the Consent Order, including the requirement that all modifications to the Consent Order be in writing.

28. No Waiver and Cure Period. No waiver of any provision herein shall be binding unless in writing and signed by the person or entity against whom the waiver is asserted. No waiver of any breach of any term or provision of this Consent Order shall be construed to be, nor shall it be, a waiver of any other breach of this Consent Order. Any Party's failure to comply with any time limit set forth in this Consent Order shall constitute a breach of this Consent Order only after the non-complying party fails to cure such non-compliance within ten (10) calendar

days of the relevant deadline or such other additional cure period as the Parties jointly and reasonably agree to.

29. Notice and Submissions. Any notice required under or regarding this Consent Order shall be sent via overnight delivery or courier service, as well as email, to the following persons and addresses, which may be amended and updated by either Party upon reasonable prior notice to the other Party. Notice to Plaintiffs shall be sent to Abdul Aziz Bhuiyan via email at aabhuiyan@hicny.org and the following physical address:

Hillside Islamic Center Inc.
c/o Abdul Aziz
300 Hillside Ave
New Hyde Park, New York 11040

with a copy to Muhammad Faridi via email at muhammad.faridi@linklaters.com and the following physical address:

Linklaters LLP
Attn: Muhammad Faridi
1290 Avenue of the Americas,
New York, NY 10104

Notices to the Town shall be sent to the following physical and email addresses:

Richard J. Nicolello, Town Attorney
Town of North Hempstead
220 Plandome Road
Manhasset, NY 11030
nicolellor@northhempsteadny.gov

- and -

Michael Cardello III
MORITT HOCK & HAMROFF LLP
400 Garden City Plaza
Garden City, New York 11530
mcardello@moritthock.com

30. Execution in Counterparts. This Consent Order may be executed in one or more counterparts. The signature pages of the various counterparts may be collected with one copy of the balance of this Consent Order, which, together with collected and signed signature pages, shall constitute a true and correct copy of this Consent Order. Photocopies or electronic scans of this Consent Order (including signature pages) may be used in place of originals for any and all purposes.

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Brooklyn, New York
Dated:

Plaintiffs

Signed by:

Abdul Aziz Bhuiyan

Hillside Islamic Center Inc.

By: Abdul Aziz Bhuiyan

Date: 16 April 2026

Signed by:

Abdul Aziz Bhuiyan

Abdul Aziz Bhuiyan

Date: 16 April 2026

Defendant

R. J. Nicoletto

Town of North Hempstead

By: Richard J. Nicoletto, Town Attorney

Date:

SO ORDERED:

Honorable Joan M. Azrack
United States District Judge