

# SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE VILLAGE OF ATLANTIC BEACH, NEW YORK

## I. INTRODUCTION

1. This Settlement Agreement is entered between the United States of America and the Incorporated Village of Atlantic Beach in Nassau County, New York and the Village's Board of Zoning Appeals (collectively "the Village") through their authorized representatives. It resolves the United States' investigation, which concluded that the Village's zoning code treats places of religious assembly on less than equal terms with nonreligious assembly uses, in violation of the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), 42 U.S.C. §§ 2000cc *et seq*.

2. The United States commenced its investigation after the Village's Zoning Board of Appeals denied a special exception permit to Chabad of the Beaches (the Chabad), an Orthodox Jewish congregation affiliated with the Chabad-Lubavitch Hassidic movement. The Chabad sought to convert a vacant bank building into a community center and place of religious assembly.

3. The Chabad was required to obtain the special exception permit under Village Code section 250-108.1, which regulates the construction of religious or educational places of assembly in the Village. Specifically, the ordinance imposes a "special permit requirement for applications

seeking to establish or expand religious or educational uses in the Village, to be implemented by the Board of Appeals." Village Code § 250-108.1(A)(3).

4. The Chabad filed suit on or about July 14, 2022 against the Village and its Zoning Board of Appeals, *Chabad of the Beaches, Inc. v. Incorporated Village of Atlantic Beach, et al.,* Civil Action No. 22-cv-4141 (SJB/ARL) (E.D.N.Y.), alleging that the Village violated its rights under RLUIPA and the Constitution. Following litigation, the Chabad and the Village entered into a settlement agreement and proposed Consent Decree that was entered by the Court on July 29, 2025.

5. The Consent Decree did not require the Village to alter or amend its special exception permit requirement for religious and educational uses in § 250-108.1 of the Village Code. The United States has concluded that this special exception permit requirement violates RLUIPA's equal terms provision. The Village denies that conclusion. The Village cooperated fully with the United States's investigation, and the parties have worked together collaboratively to resolve the outstanding issues. To avoid the expense and risks of litigation, the United States and the Village now enter into the terms below to resolve the United States' investigation.

## II. TERMS AND CONDITIONS

### A. PROHIBITED CONDUCT AND AFFIRMATIVE OBLIGATION

6. The Village and all other zoning or land use bodies of the Village agree that they shall not impose or implement any land use regulation in a manner that: 1) substantially burdens the religious exercise of a person or religious assembly or institution without a compelling interest enforced in the least restrictive means; 2) treats a religious assembly or institution on less than equal terms than a nonreligious assembly or institution; 3) discriminates against a religious

assembly or institution on the basis of religion or religious denomination; or 4) unreasonably limits or totally excludes religious use.

7. The Village further agrees that it shall not otherwise engage in any conduct that violates RLUIPA and shall not coerce, intimidate, threaten, interfere with, or retaliate against any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by RLUIPA.

**B. AMENDMENT OF THE VILLAGE CODE**

8. The Village agrees that within ninety (90) days of the Effective Date of this agreement, the Village will amend the Village Code to eliminate the special exception permit requirement set forth in § 250-108.1 and permit places of worship in the Residential A district.

9. To meet the requirements of paragraph 8, and consistent with municipal, state and other laws, the parties agree on the below timeline:

a. August 4, 2026 – The Village referred the proposed Code amendment to the Nassau County Planning Commission. At the Commission's August 13 meeting, the Commission adopted a resolution recommending local determination of the Code amendment.

b. August 10, 2026 – The Board scheduled a public hearing on the Code amendment for its September 14, 2026 meeting.

c. September 3, 2026 – The Board posted and published legal notice of the September 14 public hearing.

d. September 14, 2026 – The Board held a public hearing.

e. October 19, 2026 – The Board adopted the Code amendment.

f. On or before October 31, 2026 – the Village will file the Code amendment with the New York Secretary of State. Upon such filing, the Code amendment will be effective.

10. At least thirty (30) days prior to adopting any other future amendment or modification to any land use provision in the Village Code or other Village rules, laws, or ordinances that affect the use of property for an assembly use or religious land use, the Village shall provide the United States a copy of the proposed amendment or modification. Any proposed amendment or modification must be consistent with this Agreement and comply with RLUIPA.

11. The Village shall maintain copies of all written applications that seek the Village's consideration or approval of any land use for religious purpose during the term of this Agreement. Such applications include, without limitation, applications for preliminary and final plan approval, conditional use permits, re-zonings, variances, building permits, special use permits, renewals of permits, appeals, and special exemptions. For a period of twenty-four months from the Effective Date of this Agreement, the Village shall advise the United States in writing within fifteen (15) days after disposition of any such application.

**C. TRAINING**

12. Within thirty (30) days of the Effective Date of this Agreement and for a period of twenty-four months from the Effective Date, the Village shall ensure that all employees, elected officials who have duties related to building and zoning code policy making and enforcement including, but not limited to the Mayor, members of the Board of Trustees, Zoning Board and all employees of the Planning and Building Departments, excluding clerical staff (Covered Officials):

a. Receive a copy of this Agreement;

b. Sign a statement that he or she has received, has read, and understands this Agreement and the policy of RLUIPA compliance mandated by this Agreement, and further understands that a violation of this Agreement may result in a court action against the Village;

The Village shall provide the signed statements referenced in this section to the United States in accordance with paragraph 22.

13. For any Covered Official above who commences his or her assigned duties after the initial 30 days following execution of this Agreement, and for a period of twenty-four months from the Effective Date, the signed statement shall be provided within ten (10) days after the date the individual commences his or her assigned duties.

14. Within one hundred and eighty (180) days of the Effective Date of this Agreement, the Village shall provide training on the requirements of RLUIPA to Covered Officials and shall confirm the training to the United States. The training shall be conducted by a qualified third-person or organization selected by the Village and approved by the United States, which approval shall not be unreasonably withheld. Virtual training is permitted. At least 60 days before such training, the Village shall deliver to the United States a copy of all training materials, including but not limited to a course syllabus, outline, or other written handouts, for approval by the United States, which approval it shall unreasonably withhold. Within 30 days of the training, the Village shall provide the United States a written certification of each individual's attendance at the RLUIPA training. The Village shall pay all training costs. The Village may record the training for purposes of providing the training to new Covered Officials as required by paragraph 15.

15. For each newly elected, appointed, or hired Covered Official and for a period of twenty-four months from the Effective Date of this Agreement, within 30 days after such person

enters office or begins service or employment, the Village shall provide such individual the documents and training referred to in paragraphs 12-14 above. Each person must also complete the signed statement described in paragraph 12, which the Village will provide to the United States in accordance with paragraph 22.

**D. NOTICE**

16. Within 30 days of entry of this Settlement Agreement's entry date and for a period of twenty-four months from the Effective Date, the Village will post and maintain a Public Notice of the Settlement Agreement that describes its terms, along with a copy of the Agreement, in a conspicuous place in its Village Office as well as on its official website. The location/placement and format of the notice must be consistent with the overall location/placement and format of the Village's other official posted notices and are subject to approval by the United States. The text of the Public Notice of the Settlement Agreement is at Appendix A.

17. Additionally, and for a period of twenty-four months from the Effective Date, upon receiving an application or inquiry by any future applicant for a permit or permits for a zoning or land use determination concerning a property intended or used for religious purposes, the Village shall provide the applicant or the person inquiring a copy of the Public Notice of the Settlement Agreement and a copy of the Agreement.

**E. COMPLAINT PROCEDURE**

18. Within 15 days of entry of this Settlement Agreement, the Village will submit a proposed Complaint Procedure to the United States for approval.

19. The Complaint Procedure will establish a process to address complaints by any person who believes that the Village may have violated RLUIPA or otherwise discriminated based on religious assembly through the enactment or implementation of its zoning or land use laws and

shall include the requirements described in this paragraph. The Complaint Procedure shall also include a Complaint Form in the form of Appendix B and shall be published on its website. The Village shall accept written and oral complaints. Upon receipt of an oral complaint, the Village shall offer and provide, but shall not require submission of, the Complaint Form and shall provide assistance in completing and submitting the form if assistance is requested or if it is apparent to an employee or staff member of the Village that assistance is needed. The Village shall respond in writing to any written or oral complaints within 15 days of its receipt of such complaint. The Village shall accept and maintain each original written complaint, its records concerning each written or oral complaint, and any proposed or actual action taken in response to the complaint.

20. Within 15 days of receiving the United States' approval of the Complaint Procedure, and for a period of twenty-four months from the Effective Date, the Village will implement this Complaint Procedure.

21. For a period of twenty-four months from the Effective Date of this Agreement, within 15 days of receiving any complaints described in this section of the Settlement Agreement, the Village must inform the United States and provide: copies of the complaint, the name and contact information of the person(s) submitting the complaint, any supporting materials or other documents associated with the complaint, any written response by the Village to the complaint. If the complaint has not been resolved, the Village shall report any efforts it took, or plans to take, to resolve the complaint. The Village must provide any other information the United States may reasonably request related to such complaints within a reasonable time.

**E. REPORTING, RECORD-KEEPING, AND MONITORING**

22. Within one-hundred and eighty days (180) days after the date the Parties execute this Agreement, and each subsequent six-month interval of the Effective Date of this Agreement

during the term of this Agreement, the Village shall send to counsel for the United States a report evidencing its compliance with this Agreement, except that the last report shall be submitted sixty (60) days prior to the termination of the Agreement.

**F. INSPECTION OF RECORDS**

23. Upon reasonable notice and for a period of twenty-four months from the Effective Date, the Village shall permit representatives of the United States to inspect and copy all non-privileged, records of the Village pertinent to compliance with this Agreement.

**G. DISPUTE RESOLUTION PROCESS**

24. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action.

25. If the United States believes that the Village has failed to perform its obligations under this Agreement in a timely manner, the United States will notify the Village and the Village's counsel in writing (including by electronic mail) of its concerns and the Parties will attempt to resolve those concerns in good faith. The Village shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach. If the Parties are unable to reach a resolution, the United States may bring a civil action in federal district court to enforce this Agreement or RLUIPA and may in such action seek any remedy authorized at law or equity. In the event of a breach of this Agreement, the United States shall be entitled to seek from the court and recover its costs and reasonable attorneys' fees incurred in any action to enforce this Agreement.

26. In the event the United States files a civil action as contemplated by paragraph 25, above, to enforce this Agreement or RLUIPA, the Village expressly agrees not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead,

argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

## H. TERMINATION OF LITIGATION HOLD

27. The Parties agree that, as of the date of the dismissal of the Civil Action, litigation is not "reasonably foreseeable" concerning the matters described above. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement, including the record-keeping requirements described above.

## I. EXTENSIONS

28. If the Village is unable to satisfy the requirements set forth in the paragraphs above within the required time periods, the Village shall seek permission, in writing, from the United States for additional time, setting forth the reasons for the request and the time needed complete the requirement. Upon a showing of good cause by the Village, approval shall not be unreasonably withheld.

## J. NOTICES

29. Notices to the United States under this Agreement shall be provided to:

Megan Freismuth
Assistant U.S. Attorney
United States Attorney's Office
Eastern District of New York
610 Federal Plaza
Central Islip, NY 11722
(631) 715-7905
Megan.freismuth@usdoj.gov

Noah Sacks
Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
4 Constitution Square
150 M St. NE, 8th Floor
Washington, DC 20530
Tel: (202) 598-6366
noah.sacks@usdoj.gov

30. Notices to the Village under this Agreement shall be provided to:

Inc. Village of Atlantic Beach
65 The Plaza
Atlantic Beach, NY 11509
Attn: Village Clerk

With a copy to:

Harris Beach Murtha PLLC
333 Earle Ovington Boulevard
Suite 901
Uniondale, New York 11530
Attn: Jared A. Kasschau, Brian S. Stolar
jkasschau@harrisbeachmurtha.com
bstolar@harrisbeachmurtha.com

**J. DURATION, EXECUTION, AND OTHER TERMS**

31. The Effective Date of this Agreement is the date of signature of the last signatory to the Agreement. It may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

32. The duration of this Agreement shall be for twenty-four months from the Effective Date.

33. Each Party shall bear its own legal and other costs in connection with the United States' investigation and the preparation and performance of this Agreement.

34. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

35. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of New York. This provision does not constitute and should not be construed as a waiver by the United States of sovereign immunity, or any other jurisdictional or legal defense available to the United States. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

36. Nothing in this agreement shall be construed to prevent or discourage the Village from granting exceptions, variances, waivers, or other relief from the requirements for establishing places of worship in the Village.

37. This Agreement constitutes the complete agreement among the Parties. This Agreement may not be amended except by written consent of all of the Parties.

38. Any time limits for performance imposed by this Agreement may be extended by mutual written agreement of the Parties.

39. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged in a court other than the United States District Court for the Eastern District of New York, the parties agree that they will seek removal and/or transfer to the Eastern District of New York.

40. The undersigned representatives of the Village and their counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

41. This Agreement is binding on the Village's successors, transferees, heirs, and assigns.

42. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

43. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

44. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

Dated: October 21, 2026

**FOR THE UNITED STATES:**

JOSEPH NOCELLA, JR.
United States Attorney
Eastern District of New York
610 Federal Plaza
Central Islip, NY 11722

By: */s/ Megan J. Freismuth*
Megan J. Freismuth
Assistant United States Attorney
(631) 715-7905

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief
Housing & Civil Enforcement Section
Civil Rights Division
4 Constitution Square
150 M St. NE, 8th Floor
Washington, DC 20530

By: */s/ Noah D. Sacks*
Noah D. Sacks
Trial Attorney/RLUIPA Coordinator
(202) 598-6366

41. This Agreement is binding on the Village's successors, transferees, heirs, and assigns.

42. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

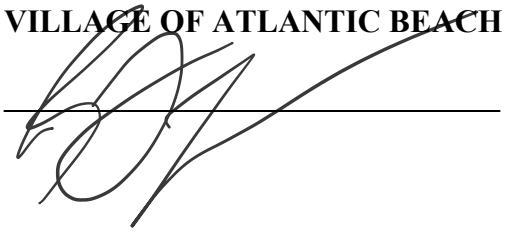
43. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

44. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

Dated: October 21, 2026

**FOR THE UNITED STATES:**

**FOR THE INCORPORATED VILLAGE OF ATLANTIC BEACH:**



## APPENDIX A

## PUBLIC NOTICE OF THE SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND THE VILLAGE OF ATLANTIC BEACH

Consistent with the United States Constitution and the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA"), the Village of Atlantic Beach will not apply its land use regulations in a manner that: 1) substantially burdens the religious exercise of a person or religious assembly or institution without a compelling interest enforced in the least restrictive means; 2) treats a religious assembly or institution on less than equal terms than a nonreligious assembly or institution; 3) discriminates against a religious assembly or institution on the basis of religion or religious denomination; or 4) unreasonably limits or totally excludes religious assemblies or institutions.

On [date], the United States and the Village of Atlantic Beach entered into a settlement agreement to resolve the United States' investigation into the zoning and land use practices of the Village. A copy of the Settlement Agreement is available at [Village's website] or [Department of Justice's website].

RLUIPA prohibits governments from applying land use laws in a way that discriminates against religious uses of land, imposes unjustifiable substantial burdens on religious exercise, treats religious assemblies or institutions on less than equal terms with nonreligious assemblies or institutions, or totally or unreasonably excludes religious institutions. Additional details about RLUIPA are available on the United States Department of Justice's RLUIPA information page, available at https://www.justice.gov/crt/religious-land-use-and-institutionalized-persons-act.

If you believe that the Village of Atlantic Beach or any land use or zoning body of the Village of Atlantic Beach, or any other local government or municipality, has violated your rights under RLUIPA, please contact the U.S. Attorney's Office for the Eastern District of New York at (631) 715-7905 or the United States Department of Justice, Civil Rights Division, at (202) 514-4713. You may also email rluipa.complaints@usdoj.gov or write to either:

United States Attorney's Office
Eastern District of New York
Civil Rights Coordinator
610 Federal Plaza
Central Islip, NY 11722

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
4CON, 150 M Street NE, 8th floor
Washington, DC 20530

## APPENDIX B

## COMPLAINT FORM AGAINST THE VILLAGE OF ATLANTIC BEACH

Name: _____

Address: _____

Telephone: _____

1. Please state briefly the nature of the service or request that you made of the Village of Atlantic Beach related to the implementation of its zoning or land use laws (*e.g.*, variance, re-zoning, etc.). Please include a description of the religious land use and the assembly or institution at issue:

_____

_____

_____

2. Please state briefly in what way(s) you believe the Village of Atlantic Beach, or any land use or zoning body of the Village, may have violated your rights in the exercise of your religion under the United States Constitution, federal law including the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), New York law, or the Village's Code or Ordinances through the implementation of its zoning or land use laws:

_____

_____

_____

If you believe the Village of Atlantic Beach or any land use or zoning body of the Village of Atlantic Beach has violated your rights under RLUIPA, please contact the U.S. Attorney's Office for the Eastern District of New York at (631) 715-7905 or the United States Department of Justice, Civil Rights Division, at (202) 514-4713. You may also email rluipa.complaints@usdoj.gov or write to either:

United States Attorney's Office
Eastern District of New York
Civil Rights Coordinator
610 Federal Plaza
Central Islip, NY 11722

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
4CON, 150 M Street NE, 8th floor
Washington, DC 20530