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U.S. DISTRICT COURT
JAN 13 2011
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

EAST END ERUV ASSOCIATION, INC.,
MARVIN TENZER, MORRIS TUCHMAN,
CLINTON GREENBAUM, ALAN H.
SCHECHTER, and CAROL SCHECHTER

Plaintiffs,

-against-

THE VILLAGE OF WESTHAMPTON BEACH,
CONRAD TELLER, individually and in his official
capacity as Mayor of the Village of Westhampton
Beach, TONI-JO BIRK, LEOLA FARRELL, JOAN
S. LEVAN, HANK TUCKER, each individually and
in their official capacities as Trustees of the Village
of Westhampton Beach, THE VILLAGE OF
QUOGUE, PETER SARTORIUS, individually and
in his official capacity as Mayor of the Village of
Quogue, RANDY CARDO, JEANETTE OBSER,
KIMBERLEY PAYNE, and TED NECARSULMER,
each individually and in their official capacities as
Trustees of the Village of Quogue, THE TOWN OF
SOUTHAMPTON, ANNA THRONE-HOLST,
individually and in her official capacity as Supervisor
of the Town of Southampton, NANCY S.
GRABOSKI, CHRISTOPHER R. NUZZI, JAMES
W. MALONE, BRIDGET FLEMING, each
individually and in their official capacities as
members of the Town Council of the Town of
Southampton

Defendants.

CV 11 - 0213

COMPLAINT

WEXLER, J.

BOYLE, M.J.

Plaintiffs, East End Eruv Association, Inc. (“EEEE”), Marvin Tenzer, Morris Tuchman, Clinton Greenbaum, Alan Schechter, and Carol Schechter (collectively, “Plaintiffs”) by their attorneys, Weil, Gotshal & Manges LLP, allege for their Complaint herein, as follows:

INTRODUCTION

1. This action arises from the actions of The Village of Westhampton Beach, Conrad Teller, Toni-Jo Birk, Leola Farrell, Joan S. Levan, Hank Tucker, the Village of Quogue, Peter Sartorius, Randy Cardo, Jeanette Obser, Kimberley Payne, Ted Necarsulmer, the Town of Southampton, Anna Throne-Holst, Nancy S. Graboski, Christopher R. Nuzzi, James W. Malone, and Bridget Fleming (collectively, the “Defendants”), which constitute intentional deprivation of and interference with Plaintiffs’ rights under the United States Constitution and statutes, and private contracts entered into between EEEA and independent third parties.

2. For two years Plaintiffs and other Jewish residents of Suffolk County have sought to establish an eruv in Westhampton Beach, part of Quogue, and part of Southampton that would allow persons of the Jewish faith with certain sincerely held religious beliefs to carry or push objects from place to place within a symbolic unbroken area during the Sabbath and on Yom Kippur (the “Eruv”). There are hundreds of eruvs throughout the United States and scores in New York state alone, including in Nassau, Suffolk, and Westchester Counties.

3. Many Jews have the sincerely held religious belief that, without an eruv, they are not permitted to push or carry objects in the public domain on the Sabbath and Yom Kippur. As a result, persons who are in need of wheelchairs and men or women with small children or with relatives in need of wheelchairs cannot attend Sabbath services or go to the park or to a friend’s house. Likewise, people are not permitted to carry items such as books, food, house keys, personal identification, or reading glasses on those days outside of their homes. In

addition, establishment of an eruv in a community is a “mitzvah” (a commandment) upon Jews in that it fosters observance of the Jewish Sabbath.

4. Defendants unlawfully have prevented Plaintiffs from establishing the Eruv by taking the insupportable and incorrect positions in official written communications to Verizon New York, Inc. (“Verizon”) and the Long Island Power Authority (“LIPA”) that local laws prohibit the establishment of the Eruv and that, in any event, village approval is required for such an undertaking, by taking similar positions and otherwise publicly opposing the project at village meetings and in the press, and by unlawfully interfering with Plaintiffs’ private contracts with Verizon and LIPA that were entered into for the purpose of establishing the Eruv. Indeed, upon information and belief, Defendants have instructed their police officers to prevent the construction of the Eruv if it is sought to be established.

5. Defendants’ positions are unsupported by local, state, or federal law, and constitute an interference with and deprivation of Plaintiffs’ constitutional and civil rights. In addition, Defendants’ actions constitute, and continue to constitute, a tortious interference with Plaintiffs’ contracts.

6. Accordingly, Plaintiffs bring this action to obtain: (a) a declaration that (i) there is no basis for Defendants’ positions that local laws prohibit the establishment of the Eruv or that village approval is required for the construction of the Eruv, and (ii) that the private third parties should therefore be free and clear to implement the contracts to permit construction of the Eruv; (b) an order preliminarily and permanently enjoining Defendants from taking actions which would prevent the Plaintiffs from establishing and maintaining the Eruv, from continuing to engage in discriminatory practices, from engaging in their conspiracy to interfere with Plaintiffs’ constitutional and civil rights, and from tortiously interfering with Plaintiffs’

contracts; (c) an order awarding compensatory and punitive damages and attorneys' fees to Plaintiffs, in amounts to be established at trial; and (d) for such other relief as the Court deems appropriate.

JURISDICTION AND VENUE

7. Subject matter jurisdiction over this action is conferred upon this Court pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1343 and 28 U.S.C. § 1367.

8. Personal jurisdiction over this action is conferred upon this Court because defendants are located in this District, because the acts complained of occurred in this District, and pursuant to NY CPLR § 302.

9. Venue is proper in this district, pursuant to 28 U.S.C. § 1391(b), because all of the defendants are located or reside in this district and because the events giving rise to the claim occurred in this district.

THE PARTIES

10. Plaintiff EEEA is a not-for-profit corporation duly formed under New York law, with an address at 1775 Broadway, Suite 608, New York, New York, 10019.

11. Plaintiff Marvin Tenzer ("Tenzer") is an individual living in Westhampton Beach and New York, New York. He is President of EEEA.

12. Plaintiff Morris Tuchman ("Tuchman") is an individual living in Westhampton Beach and New York, New York. He is President of the Hampton Synagogue.

13. Plaintiff Clinton Greenbaum ("Greenbaum") is an individual living in Westhampton Beach, New York.

14. Plaintiff Alan Schechter ("Alan Schechter") is an individual living in Westhampton Beach and Queens, New York.

15. Plaintiff Carol Schechter (“Carol Schechter”) is an individual living in Westhampton Beach and Queens, New York.

16. Defendant Village of Westhampton Beach (“Westhampton Beach”) is an incorporated village in Suffolk County, New York.

17. Defendant Conrad Teller (“Mayor Teller”) is the Mayor of Westhampton Beach.

18. Defendant Toni-Jo Birk (“Trustee Birk”) is a member of the Board of Trustees of the Village of Westhampton Beach.

19. Defendant Leola Farrell (“Trustee Farrell”) is a member of the Board of Trustees of the Village of Westhampton Beach.

20. Defendant Joan S. Levan (“Trustee Levan”) is a member of the Board of Trustees of the Village of Westhampton Beach.

21. Defendant Hank Tucker (“Trustee Tucker”) is a member of the Board of Trustees of the Village of Westhampton Beach. (Westhampton Beach, Mayor Teller, and Trustees Birk, Farrell, Levan, and Tucker are collectively referred to as the “Westhampton Beach Defendants”)

22. Defendant Village of Quogue (“Quogue”) is an incorporated village in Suffolk County, New York.

23. Defendant Peter Sartorius (“Mayor Sartorius”) is the Mayor of Quogue.

24. Defendant Randy Cardo (“Trustee Cardo”) is a member of the Board of Trustees of the Village of Quogue.

25. Defendant Jeanette Obser (“Trustee Obser”) is a member of the Board of Trustees of the Village of Quogue.

26. Defendant Kimberley Payne (“Trustee Payne”) is a member of the Board of Trustees of the Village of Quogue.

27. Defendant Ted Necarsulmer (“Trustee Necarsulmer”) is a member of the Board of Trustees of the Village of Quogue. (Quogue, Mayor Sartorius, and Trustees Cardo, Obser, Payne, and Necarsulmer are collectively referred to as the “Quogue Defendants”)

28. Defendant Town of Southampton (“Southampton,” and together with Westhampton Beach and Quogue, the “municipalities”) is a town in Suffolk County, New York.

29. Defendant Anna Throne-Holst (“Supervisor Throne-Holst”) is the Supervisor of the Town of Southampton.

30. Defendant Nancy S. Graboski (“Councilmember Graboski”) is a member of the Town Council of the Town of Southampton.

31. Defendant Christopher R. Nuzzi (“Councilmember Nuzzi”) is a member of the Town Council of the Town of Southampton.

32. Defendant James W. Malone (“Councilmember Malone”) is a member of the Town Council of the Town of Southampton.

33. Defendant Bridget Fleming (“Councilmember Fleming”) is a member of the Town Council of the Town of Southampton. (Defendants Southampton, Supervisor Throne-Holst, and Councilmembers Graboski, Nuzzi, Malone, and Fleming are collectively referred to as the “Southampton Defendants”)

FACTUAL ALLEGATIONS

I. Plaintiffs Seek to Establish the Eruv

34. An eruv, under Jewish law, is a largely invisible unbroken demarcation of an area. Eruvs have existed under Jewish law for more than two thousand years. The

demarcation of the eruv boundary is created by, among other things, using existing telephone or utility poles and wires and small wooden strips attached to the sides of certain of the poles (“lechis”). The lechis proposed to be used in the Eruv at issue in this community are smooth, sanded, soft wood strips that are no larger than 1”x4”x40” and would be affixed vertically to the poles. A drawing of a lechi is attached hereto as Exhibit A.

35. The designation of an eruv allows Jews with certain sincerely held religious beliefs to carry or push objects from place to place within the area on the Sabbath and Yom Kippur. Thus, within the boundaries of an eruv, these Jews may carry books, food, house keys, identification, reading glasses or other items, and push baby carriages, strollers and wheelchairs to synagogue, to other homes, or to the park or playground.

36. Many Jews have the sincerely held religious belief that, without an eruv, they are not permitted to push or carry objects in the public domain on the Sabbath and Yom Kippur. As a result, men or women with small children or relatives confined to wheelchairs cannot attend Sabbath services or go to the park or to a friend’s house unless, in limited circumstances, they choose to hire non-Jewish individuals to push their strollers and wheelchairs. Tenzer, and the Schechters face such a dilemma with their young grandchildren. Tuchman faces this dilemma with his ten grandchildren, three of whom are less than two years old, and his elderly father, who is confined to a wheelchair. Moreover, as noted earlier, establishment of an eruv, where possible under Jewish law, is incumbent upon observant Jews.

37. A multitude of eruvs have been established nationwide and worldwide. These include: Huntington, Stony Brook, Patchogue, East Northport, Merrick, North Bellmore, Great Neck, Valley Stream, West Hempstead, Long Beach, Atlantic Beach, Lido Beach, Roslyn, Seatingtown, Forest Hills, Kew Gardens, Belle Harbor, Holliswood, Jamaica Estates, New

Rochelle, Scarsdale, White Plains, Albany, and Manhattan, New York; Englewood, Fort Lee, Teaneck, Edison, Long Branch and Tenafly, New Jersey; Hartford, Stamford and New Haven, Connecticut; Beverly Hills, California; Philadelphia, Pennsylvania; Baltimore, Maryland; Charleston, South Carolina; Las Vegas, Nevada; Miami, Ft. Lauderdale and Jacksonville, Florida; and Washington D.C.

38. On the occasion of the inauguration of the first eruv in Washington, DC, President George H.W. Bush wrote a letter to the Jewish community of Washington in which he stated: "... there is a long tradition linking the establishment of eruvim with the secular authorities in the great political centers where Jewish communities have lived. ... Now, you have built this eruv in Washington, and the territory it covers includes the Capitol, the White House, the Supreme Court, and many other federal buildings. By permitting Jewish families to spend more time together on the Sabbath, it will enable them to enjoy the Sabbath more and promote traditional family values, and it will lead to a fuller and better life for the entire Jewish community in Washington. I look upon this work as a favorable endeavor. G-d bless you." *See* 1990 Letter from George Bush to Congregation Keshet Israel, attached hereto as Exhibit B.

39. On or about March 7, 2008, Rabbi Marc Schneier submitted a petition on behalf of the Hampton Synagogue to the Board of Trustees of Westhampton Beach ("Trustees") for the establishment of the an Eruv in Westhampton Beach.

40. The issue regarding the Eruv petition was discussed during meetings of the Trustees of Westhampton Beach in April 2008 and May 2008. During the May 2008 meeting public comment was permitted. One community member stated that there was "a fear, whether it was founded or unfounded, that what happened in Lawrence and Cedarhurst [two communities with eruvs, which have significant Orthodox Jewish populations,] could end up

happening in Westhampton Beach.” Another stated “the Mayor had allowed this to become much more of a divisive issue than it needed to be.”

41. During the May 2008 meeting, Mayor Teller made a motion to add to the agenda a resolution to approve the Eruv petition. The motion was defeated by a 3-2 vote of the Trustees.

42. By letter dated May 23, 2008, Rabbi Schneier informed Teller, the Trustees, and the members of the Westhampton Beach Community that the Hampton Synagogue would suspend its application for the Eruv, citing the controversy that the application had evoked throughout the village, including comments that “this is the beginning of a push by the rabbi to create ‘another Lawrence,’” and “just what we need, more Jews.” Schneier also stated that he would “use this summer to extend the hands of friendship across the faiths and educate all segments of the Westhampton Beach community to precisely what the eruv is.” Rabbi Schneier’s letter is attached hereto as Exhibit C.

43. Rabbi Schneier’s attempt, however, was met largely with further appeals to fear and prejudice expressed by village officials, members of the community, and groups such as Jewish People Opposed to the Eruv.

44. Negative sentiment grew so strong throughout the community that Former Westhampton Beach Deputy Mayor Tim Laube, a long time resident of Westhampton Beach, moved out of the village in 2008, citing “threatening phone calls” he had received during his campaign from village residents who “accused [him] of being a ‘Jew-lover,’ a ‘kike-lover,’” and that he would “burn in hell.” Karl Grossman, Former Deputy Mayor Tired of Anti-Semitism, Leaving Westhampton Beach, The Southampton Press, August 11, 2008, attached hereto as Exhibit D.

45. Such sentiment has continued, and residents have stated that the construction of the Eruv, “has ramifications similar to what happened in Lawrence, Long Island, where the area was turned into an Orthodox area, public schools were closed and real estate values fell.” Jennifer Barrios, Nonprofit Gets Preliminary Oks for Hamptons Eruv, *Newsday*, October 31, 2010, attached hereto as Exhibit E.

46. Mayor Teller has stated that he believes those who oppose the Eruv are “level-headed, reasonable people,” and that “they just don’t want an area declared an Orthodox Jewish enclave.” *Id.*

47. Subsequently, the Eruv proponents sought to pursue the establishment of the Eruv in the Municipalities through private contracts with Verizon and LIPA. This pursuit was undertaken after research revealed that no local, county, or state law or ordinance would prohibit the construction of an Eruv in Westhampton Beach and parts of Quogue and Southampton.

48. In 2010, EEEA members approached Verizon and LIPA and requested permission to affix lechis to Verizon’s and LIPA’s poles in order to complete an Eruv that would encompass Westhampton Beach and parts of Quogue and Southampton. Verizon and LIPA agreed to grant permission.

49. In or about May 2010, EEEA and Verizon entered into an Eruv-Lechi Stave Agreement, attached hereto as Exhibit F, whereby Verizon agreed to allow EEEA to affix lechis to Verizon’s poles to complete an Eruv.

50. On or about July 27, 2010, EEEA and LIPA entered into a License Agreement, attached hereto as Exhibit G, whereby LIPA agreed to allow EEEA to affix lechis to LIPA’s poles to complete an Eruv.

51. Upon entering the license agreements with Verizon and LIPA, EEEA had fulfilled its legal obligations to establish an Eruv, as there is no legal requirement to obtain the consent of the Municipalities.

II. Government Officials' Interference.

A. Westhampton Beach Opposition

52. Beginning shortly after, and in some cases even before, the execution of the agreements, opposition in the villages and town mounted, and officials in the Municipalities sought actively to interfere with and obstruct EEEA's ability to construct an Eruv.

53. The opposition of the Westhampton Beach Defendants began even before EEEA entered into its contracts with Verizon and LIPA. Since early 2009, the Westhampton Beach Trustees have asserted the insupportable position that village approval was necessary for the establishment of the Eruv. On or about May 18, 2009, Westhampton Beach Trustees sent a letter ("Westhampton Beach Letter") to Verizon counsel William Balcerski ("Balcerski"), Mayor Teller, and Village Attorney Hermon J. Bishop, which advised Verizon of the village's position that approval was required for the establishment of an Eruv. Specifically, it stated:

It's the Board's understanding that Verizon has again been discussing with the Hampton Synagogue an agreement that would result in attachments to utility poles owned by Verizon and/or the Long Island Power Authority located within Village limits in order to create an "eruv" under Jewish law. The Board further understands Verizon's position to be that it will not execute the proposed agreement, and will not take or permit any action with respect to utility pole attachments, unless and until the Village approves the attachments.

Westhampton Beach Letter, attached hereto as Exhibit H.

54. The position of the Trustees of Westhampton Beach was taken despite the previous statements of Westhampton Beach Building Inspector Paul Houlihan that local

ordinances do not prohibit the attachment of lechis to utility poles. *See* Jessica DiNapoli, Tenafly Eruv Battle Resonates in Westhampton Beach, The Southampton Press, August 18, 2008 (stating that “there is no sign ordinance special to the telephone poles,” and that, in any event, the lechis would not qualify as signs) attached hereto as Exhibit I.

55. Moreover, no such local ordinance has been enforced in Westhampton Beach, and officials have permitted the placement of signs and other objects on utility poles throughout the community. These objects are larger and more visible than the lechis would be, and include “Tag Sale” signs at various locations such as South Road and Oneck Lane, Tanners Neck and South Country Road, and Mill Road and Sunset Avenue, among others; a “Garage Sale” sign at Tanners Neck and South Country Road; a “Fall Clean-ups” advertisement at South Country Road and Apaucuck Point Lane; and a “Yard Sale” sign at South Country Road and Apaucuck Point Lane. Additionally, Westhampton Beach has allowed large banners to be strung across village streets, including a large St. Patrick’s Day banner over Main Street and several banners advertising the Westhampton Beach High School play “Is He Dead,” also strung across Main Street and on poles at Montauk Highway and Mill Road. *See* Selected Westhampton Beach Sign Photos, attached hereto as Exhibit J.

56. Although Plaintiffs did not receive the May 18, 2009 letter until 2010, on October 19, 2008, a letter from then counsel to the Hampton Synagogue was sent to the Westhampton Beach Defendants, thereby putting them on notice of their violations of Plaintiffs’ civil rights. *See* October 19, 2008 Letter from Robert Sugarman to Westhampton Beach Mayor and Trustees, attached hereto as Exhibit K.

57. Nonetheless, the village’s opposition to the Eruv and its commitment to the insupportable position that village approval was necessary continued, and has been further

evidenced by the public statements of village officials. Recently, Mayor Teller stated that he is opposed to the establishment of the Eruv because “it was dividing the community, it was disrupting the good quality of community life that we have here, the acceptance of all.” Will James, Bid For an Eruv is Back on the Table, The Southampton Press, September 2, 2010, attached hereto as Exhibit L.

58. With respect to the EEEA’s attempts to establish the Eruv, Mayor Teller has also stated that “somebody is trying to say they can circumvent our rules.” Rob Hoell, Orthodox Jews Closer to Getting Controversial Hampton’s Boundary, WPIX, November 1, 2010, attached hereto as Exhibit M.

59. In June 2010, Trustee Birk stated that her position with respect to the Eruv had not changed and that she continues to oppose it. Hallie D. Martin, Toni-Jo Birk Seeks Third Term in Westhampton Beach, The Southampton Press, June 16, 2010.

60. Trustee Farrell has stated that she would not support the creation of an Eruv in Westhampton Beach and that “the community has made it clear that it opposes the idea.” Hallie D. Martin, Sue Farrell Makes First Bid for Public Office in Westhampton Beach, The Southampton Press, June 16, 2010.

61. Trustee Levan has stated that “we were elected by the residents of this village, and whatever we do, we do for the best interests of our residents. I think our residents were very clear that its not what they want in the village. Very clear.” Whopper of the Week, On the Beach Blog, September 2, 2010.

62. Trustee Tucker, who ran an unsuccessful mayoral campaign against Mayor Teller in 2010 has stated that “the Eruv will never happen on my watch.” Hallie D. Martin, Hank Tucker Seeks to Unseat Mayor in Westhampton Beach, The Southampton Press,

June 16, 2010. A June 2009 campaign flyer bearing both Trustee Levan's and Trustee Tucker's names stated, "[w]e will vigorously oppose any effort to obtain an eruv proclamation from any government official or entity outside of our Village. We will continue to make certain you have an opportunity to express your views, and will defend your right to oppose the eruv." Levan and Tucker Campaign Flyer, June 2009, attached hereto as Exhibit N.

63. Mayor Teller has said that his municipality must still sign off on the Eruv for it to become a reality, stating, "we will be speaking with our attorney," Will James, Westhampton Beach Eruv Proposal Moves Forward, The Southampton Press, October 27, 2010, attached hereto as Exhibit O, and that "he would abide by the wishes of his constituents and oppose the Eruv." Jennifer Barrios, Nonprofit Gets Preliminary Oks For Hamptons Eruv, Newsday, October 31, 2010, attached hereto as Exhibit E.

64. Thus, the Westhampton Beach Defendants have made clear that they oppose and would reject any application for the establishment of an Eruv in Westhampton Beach.

B. Quogue Opposition

65. On or about September 9, 2010, the Quogue Trustees sent a letter ("Quogue Letter") to Balcerski and Lynda Nicolino of LIPA, which stated, in pertinent part:

The purpose of this letter is to advise you that Chapter 158 of the Quogue Village Code, which is available at www.villageofquogue.com, prohibits any encroachments or projections (as those terms are defined) in any public right-of-way. Thus, any attachment of a non-utility device to any utility pole located in the right-of-way would be prohibited.

In any event, I understand that the position of Verizon with regard to attachment of a device to any pole (taken in connection with Westhampton Beach) is that local municipal approval is required.

Quogue Letter, attached hereto as Exhibit P.

66. By email dated September 17, 2010 Verizon counsel Balcerski informed EEEA that, because Westhampton Beach and Quogue had sent letters voicing their position that their approval was required for the establishment of the Eruv, Verizon would not license any attachments to its poles in those communities.

67. In response to such claims, EEEA counsel Weil, Gotshal & Manges (“Weil”) advised EEEA that such permission is not, in fact, required and set forth Defendants’ violations of Plaintiffs’ civil rights. *See* October 4, 2010 Letter from Robert Sugarman to EEEA, attached hereto as Exhibit Q. On information and belief, this letter was received by Mayor Sartorius. That letter establishes that Chapter 158 of the Quogue Village Code does not prohibit the attachment of lechis to the poles, and that, in any event, it is not enforced in the village and cannot, therefore, be enforced to block the attachment of the lechis to the poles.

68. Indeed, local officials have permitted signs and other objects to be placed on utility poles throughout Quogue, including a “school’s open” flyer at Quogue Street and Montauk Highway, a series of 3 light reflectors at Montauk Highway and Foster Road, and a sign advertising the Quogue Fire Department’s Annual Pancake Breakfast at Montauk Highway and Jessup Lane. *See* Selected Photos of Quogue Signs, attached hereto as Exhibit R.

69. Thereafter, by letter dated October 26, 2010 and sent to Mayor Sartorius, Plaintiff Marvin Tenzer, Mayor Teller, and LIPA counsel Michele Pincus, Balcerski stated that Verizon does not object to the attachment of lechis to Verizon’s poles and invited a response from counsel.

70. On October 29, 2010, Mayor Sartorius notified Balcerski via email that he understood municipal approval “to be a fundamental principle to the establishment of an eruv,”

and stated that “some additional legal input to the Village will be required, some in areas that are beyond the expertise of our usual counsel.” Sartorius email, attached hereto as Exhibit S.

71. Thereafter, Quogue hired Special Counsel Marci Hamilton, who, along with Village Attorney Richard DePetris, authored a memorandum sent to Mayor Sartorius, which expressed the opinion that “permission from the Village Board of Trustees is required for the attachment of lechis to utility poles located on Village streets for the purpose of establishing an eruv.” November 19, 2010 Memorandum from Marci Hamilton and Richard DePetris (“Counsel’s Memo”) at 4, attached hereto as Exhibit T.

72. Moreover, the letter asserted the position that, while Village approval is necessary for the establishment of the Eruv, such permission could not be granted because it would violate the Establishment Clause, *id.*, a position that has been rejected in New York and would invalidate each of the scores of eruvs that already exist in New York State.

73. Mayor Sartorius forwarded Counsel’s Memo to Balcerski, LIPA counsel Michele Pincus, Mayor Teller, Supervisor Throne-Holst, Richard DePetris, and William Esseks. *See* November 22, 2010 Letter from Sartorius to William Balcerski, attached hereto as Exhibit U.

74. In response to Counsel’s Memo, Weil drafted a letter to EEEA, informing it that the arguments set forth in Counsel’s Memo are without merit, and reiterating the position that village approval is not required for the attachment of lechis to utility poles, which, under New York law, are the personal property of Verizon and LIPA. December 1, 2010 Letter from Robert Sugarman to EEEA, attached hereto as Exhibit V. The letter reiterated that the Quogue Defendants’ actions constituted violations of Plaintiffs’ constitutional and civil rights, including their rights under the Free Exercise Clause of the First Amendment to the United States

Constitution and the Religious Land Use and Institutionalized Persons Act (“RLUIPA”). On information and belief, this letter was received by Mayor Sartorius.

75. In a recent letter, Mayor Sartorius stated that there are laws that prohibit the attachment of lechis to utility poles and that he will “enforce them against Verizon and LIPA as the owners of the poles,” and that such laws provide for fines of up to \$1000 per day. December 17, 2010 Letter from Mayor Sartorius to Balcerski, attached hereto as Exhibit W.

76. Thus, the Quogue Defendants have made clear that they oppose, and would reject any application for the establishment of, an Eruv in Quogue.

C. Southampton Opposition

77. Although a spokeswoman for Southampton had previously stated that officials there believe only the utility companies, and not the town, would be involved because the Eruv would be on the utility poles, Jennifer Barrios, Nonprofit Gets Preliminary OKs for Hamptons Eruv, *Newsday*, October 31, 2010, attached hereto as Exhibit E, Southampton Attorney Michael C. Sordi nevertheless wrote a letter to Balcerski dated November 16, 2010, copying Michele Pincus, Mayor Sartorius, Mayor Teller, and EEEA, advising him of the Town’s position that the proposed Eruv would be “in contravention of our local laws.” Sordi Letter, attached hereto as Exhibit X. Citing § 330-203(B) of the Code of the Town of Southampton prohibiting the placement of signs throughout the town, Sordi stated:

Base[d] upon the definitions of our sign law, and based upon the specification you provided to us with your letter, I am compelled to conclude that the lechis constitute a “sign” within the meaning and intendment of our Statute. Accordingly, the same are prohibited.

Sordi Letter at 2.

78. The sign law, on its face, is inapplicable to the lechis in question and, in any event, is not enforced in Southampton. Indeed, signs and objects that are larger and more

visible than the lechis would be have been permitted throughout Southampton, including a large Santa Claus and reindeer display recently attached to poles and spread across a public street. See Christmas Display Photo, attached hereto as Exhibit Y.

79. In response, Weil drafted a letter to EEEA explaining that affixing lechis to poles as part of the construction of an Eruv presents no violation of this or any provision of the Code of the Town of Southampton. November 18, 2010 Letter from Robert Sugarman to EEEA, attached hereto as Exhibit Z. As a result of their later receipt of this letter, Defendants were put on notice of their violations of Plaintiffs' constitutional and civil rights. There has been no response to this letter.

80. In response to recent inquiries, Supervisor Throne-Holst sent identical e-mails to Plaintiffs Greenbaum and Alan Schechter informing them that "the Town's ability to respond to the [Eruv] proposal thus far has been limited to informing Verizon that issuing license agreements to permit the installation of lechis would be in conflict with the Town of Southampton's sign ordinance." December 16, 2010 Email from Anna Throne-Holst to Clinton Greenbaum, attached hereto as Exhibit AA. Supervisor Throne-Holst attached Michael Sordi's November 16, 2010 letter to her email, and reiterated her belief that "it is the duty of the Town to defend its local laws" and stated that she is "committed to supporting the efforts of our attorneys in this regard." *Id.*

81. Thus, the Southampton Defendants have made clear that they oppose, and would reject any application for the establishment of, an Eruv in Southampton.

III. Plaintiffs Remain Thwarted in Their Ability to Establish an Eruv

82. Upon information and belief, certain Defendants have instructed their police departments not to permit the attachment of lechis, or to the extent the lechis are attached,

to take them down.

83. Upon information and belief, no similar instruction has been given with respect to any of the other attachments to the various utility poles at issue.

84. On October 22, 2010, LIPA spokeswoman Vanessa Bard-Streeter stated that LIPA had “been put on notice by some of the affected municipalities that the attachment of the Eruv would violate local zoning codes” and that LIPA is “currently looking into this further.” Jennifer Barrios, Nonprofit Gets Preliminary Oks For Hamptons Eruv, Newsday, October 31, 2010. LIPA has not implemented the License Agreement as a result of the unsupported position taken by the Defendants.

85. As a result of the aforementioned correspondence from the villages, Verizon has not issued the required license to EEEA under the Eruv Lechi-Stave Agreement.

86. EEEA has therefore been unable to establish the Eruv in the Municipalities. As a result, Plaintiffs have been and continue to be irreparably harmed.

FIRST CLAIM FOR RELIEF

(U.S. Const.)

By all Plaintiffs against all Defendants

87. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 86 as if fully set forth herein.

88. Plaintiffs have a constitutional right under the First and Fourteenth Amendment to the United States Constitution freely to practice their religion.

89. Without an Eruv in Westhampton Beach and parts of Quogue and Southampton, plaintiffs who have small children and other Orthodox Jews cannot freely practice their religion because they cannot carry objects, or push baby carriages, strollers or wheelchairs

to synagogue on the Sabbath and Yom Kippur. Moreover, they cannot comply with the “mitzvah” of establishing an eruv.

90. The object, motivation, and effect of the actions of the Defendants is to suppress the religious practices of the plaintiffs and other Orthodox Jews who reside in Westhampton Beach and parts of Quogue and Southampton. These actions have specifically targeted Jewish citizens, as the laws that the Defendants seek to invoke to prevent the establishment of the Eruv is not enforced against citizens of other faiths.

91. The Eruv, which would be made up of existing overhead telephone wires and wooden strips affixed to certain telephone poles, presents no aesthetic, safety, traffic, fiscal, or other concern to the Municipalities. There is, therefore, no compelling State interest in prohibiting maintenance of the Eruv.

92. The Defendants’ actions deny plaintiffs their rights freely to practice their religion in violation of the First and Fourteenth Amendments to the United States Constitution.

93. As a result of the actions of the Defendants, plaintiffs will be irreparably harmed and will suffer damages.

SECOND CLAIM FOR RELIEF

(42 U.S.C. § 2000cc)

By all Plaintiffs against all Defendants

94. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 93 as if fully set forth herein.

95. Defendants’ actions in impeding the establishment of the Eruv constitute the imposition or implementation of a land use regulation within the meaning of RLUIPA, 42 U.S.C. §2000cc(a)(1).

96. Defendants' actions substantially burden the religious exercise of Orthodox Jews who wish freely to practice their religion while observing religious proscriptions against carrying objects, or pushing baby carriages, strollers or wheelchairs to synagogue on the Sabbath and Yom Kippur.

97. Defendants' actions do not further a compelling government interest and, in any event, they are not the least restrictive means of furthering any such interest.

98. Defendants' actions were motivated by an intent to interfere with Plaintiffs' constitutional and civil rights, and Defendants were at all times aware that they were acting in violation of federal laws.

99. Because Defendants do not enforce any of the laws or ordinances under which they seek to prevent the establishment of the Eruv, Defendants' actions also constitute the imposition or implementation of a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution.

100. Defendants actions are in violation of RLUIPA.

THIRD CLAIM FOR RELIEF

(Declaratory Judgment)

By all Plaintiffs against all Defendants

101. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 100 as if fully set forth herein.

102. As alleged herein above, EEEA has sought to construct an Eruv in Westhampton Beach and parts of Quogue and Southampton.

103. To that end, EEEA has entered into private contracts with Verizon and LIPA to allow EEEA to affix lechis to Verizon's and LIPA's poles.

104. Defendants have taken the position that local laws prohibit the construction of an Eruv and that, in any event, approval of the Municipalities is required for the construction of the Eruv.

105. EEEA has taken the position that there is no legal or factual basis for Defendants' positions.

106. By virtue of the foregoing, there now exists an actual, justiciable controversy between EEEA and Defendants relating to their respective legal rights, duties, and obligations under the local laws of the Municipalities, which controversy is now ripe for adjudication pursuant to 28 U.S.C. § 2201.

107. As alleged herein above, there is no local, county, or state law or ordinance which would prohibit the construction of an Eruv in Westhampton Beach and parts of Quogue and Southampton.

108. Similarly, there is no local, county, or state law or ordinance which would require the approval of any governmental entity for the placement of Eruv materials on privately owned telephone poles in Westhampton Beach and parts of Quogue and Southampton.

109. Accordingly, the Defendants' position is unfounded and insupportable and was not taken pursuant to any neutral law of general applicability.

110. Declaratory relief will settle the legal issues raised by the above listed correspondence and finalize the controversies described in those letters.

111. EEEA thus requests a judgment declaring the rights and obligations of the parties under the local laws of the Municipalities, including a declaration that (a) there is no basis for Defendants' legal position that either Chapter 158 of the Quogue Code or §330-203(B) of the Code of the Town of Southampton prohibits the construction of an Eruv, (b) there is no basis for

Defendants' legal position that the approval of the Municipalities is required for the construction of the Eruv, and (c) Verizon and LIPA should therefore be free and clear to implement contracts to construct the Eruv.

FOURTH CLAIM FOR RELIEF

(42 U.S.C. § 1983)

By all Plaintiffs against all Defendants

112. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 111 as if more fully set forth herein.

113. The plaintiffs have a constitutionally protected right under the First and Fourteenth Amendments to the United States Constitution freely to practice their religion.

114. Defendants acted under color of State Law to deprive plaintiffs of their rights, privileges or immunities secured by the Constitution and the laws of the United States in violation of 42 U.S.C. Section 1983.

115. Defendants' actions were motivated by an intent to interfere with Plaintiffs' civil rights, and Defendants were at all times aware that they were acting in violation of federal laws.

116. As a result of the actions of the defendants plaintiffs will be irreparably harmed and will suffer damages and are entitled to recover their attorney's fees.

FIFTH CLAIM FOR RELIEF

(42 U.S.C. § 1985)

By all Plaintiffs against all Defendants

117. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 116 as if fully set forth herein.

118. The plaintiffs have a constitutionally protected right under the First and Fourteenth Amendments to the United States Constitution freely to practice their religion.

119. Defendants have conspired to discriminate against plaintiffs because of their religion and religious practices for the purpose of depriving plaintiffs of equal privileges and immunities under the Constitution.

120. Defendants have overtly acted under color of state law to prevent the construction of an Eruv in Westhampton Beach and parts of Quogue, and Southampton.

121. Defendants' actions were motivated by an intent to interfere with Plaintiffs' civil rights, and Defendants were at all times aware that they were acting in violation of federal laws.

122. As a result, plaintiffs have been deprived of exercising their rights under the First and Fourteenth Amendments to the United States Constitution freely to practice their religion.

123. As a result of the actions of the defendants, plaintiffs will be irreparably harmed and will suffer damages and are entitled to recover their attorney's fees.

SIXTH CLAIM FOR RELIEF

(Tortious Interference with Contract)

By EEEA against all Defendants

124. EEEA repeats and realleges each and every allegation of paragraphs 1 through 123 as if fully set forth herein.

125. As alleged herein above, EEEA has sought to establish an Eruv in Westhampton Beach and parts of Quogue and Southampton.

126. From at least May 2010, EEEA was a party to a valid contract, namely the Eruv-Lechi Stave Agreement, with Verizon.

127. From at least July 27, 2010, EEEA was a party to a valid contract, namely the License Agreement, with LIPA.

128. Defendants had knowledge of the Eruv-Lechi Stave Agreement between EEEA and Verizon and the License Agreement between EEEA and LIPA.

129. Defendants intentionally procured the breach of the Eruv-Lechi Stave Agreement and the License Agreement. Specifically, upon learning details related to EEEA's plans to establish an Eruv and to enter into agreement with Verizon and LIPA, Defendants engaged in communications regarding the Eruv-Lechi Stave Agreement and the License Agreement with Verizon and LIPA, respectively. Defendants engaged in these communications with the intent ultimately to interfere with EEEA's Eruv-Lechi Stave Agreement and EEEA's License Agreement.

130. Throughout these communications with Verizon and LIPA, and in furtherance of their intent to procure the breach of Plaintiffs' agreements, Defendants took the position that local laws prohibited the construction of the Eruv and that, in any event, their approval was required for the establishment and maintenance of an Eruv.

131. As a result of Defendants' actions, LIPA has not issued licenses to EEEA as provided for in the License Agreement.

132. As a result of Defendants' actions, Verizon has not issued licenses to EEEA as provided for in the Lechi-Stave Agreement.

133. But for Defendants' foregoing actions in furtherance of their scheme to interfere with EEEA's agreements, Verizon and LIPA would have issued licenses to affix lechis to certain poles to Plaintiffs.

134. As a result, EEEA has suffered and will suffer damages, namely losses incurred on pole walks in preparation for the establishment of the Eruv, the procurement of an insurance policy as required under the contract, negotiating with Verizon and LIPA over the agreements, and losses incurred by families who, when permitted, must hire individuals to push their carriages, strollers, or wheelchairs to synagogue on the Sabbath and Yom Kippur due to the absence of an Eruv.

WHEREFORE, Plaintiffs respectfully demand judgment against all defendants as follows:

A. On the First Claim For Relief, preliminarily and permanently enjoining defendants from taking any actions which would prevent the plaintiffs from constructing and maintaining the Eruv.

B. On the Second, Fourth, and Fifth Claims For Relief, (1) preliminarily and permanently enjoining defendants from continuing to engage in the discriminatory practices alleged therein; (2) preliminarily and permanently enjoining defendants from taking any actions which would prevent the plaintiffs from constructing and maintaining the Eruv; and (3) awarding compensatory and punitive damages in an amount to be established at trial.

C. On the Third Claim For relief, entering a declaratory judgment, pursuant to 28 U.S.C. § 2201, that (1) there is no basis for Defendants' legal position that either Chapter 158 of the Quogue Code or §330-203(B) of the Code of the Town of Southampton prohibits the construction of an Eruv, (2) there is no basis for Defendants' legal position that the approval of

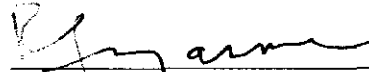
the Trustees is required for the construction of the Eruv, and (3) Verizon and LIPA should therefore be free and clear to enter into contracts to construct the Eruv.

D. On the Sixth Claim for relief, (1) preliminarily and permanently enjoining defendants from tortiously interfering with Plaintiffs' contracts; and (2) awarding compensatory and punitive damages in an amount to be established at trial.

E. Awarding the costs of this action, including reasonable attorney's fees pursuant to 42 U.S.C. § 1988; and

F. Awarding such other and further relief as this Court deems appropriate.

Dated: New York, New York
January 13, 2011



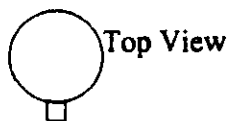
Robert G. Sugarman
WEIL GOTSHAL & MANGES LLP
767 Fifth Avenue
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(212) 310-8184

Attorneys for Plaintiffs

Of Counsel:
Peter R. Price
24 Library Avenue
Westhampton Beach, NY 11978
(631) 288-3565

EXHIBIT A

EXHIBIT A



SPECIFICATIONS

1. 1"x2"x40" long
Smooth sanded wood staves painted with wood preservative
2. Fasten securely with B penny galvanized common nails with minimum spacing as shown
3. Wood staves will not be placed where they may interfere with existing attachments

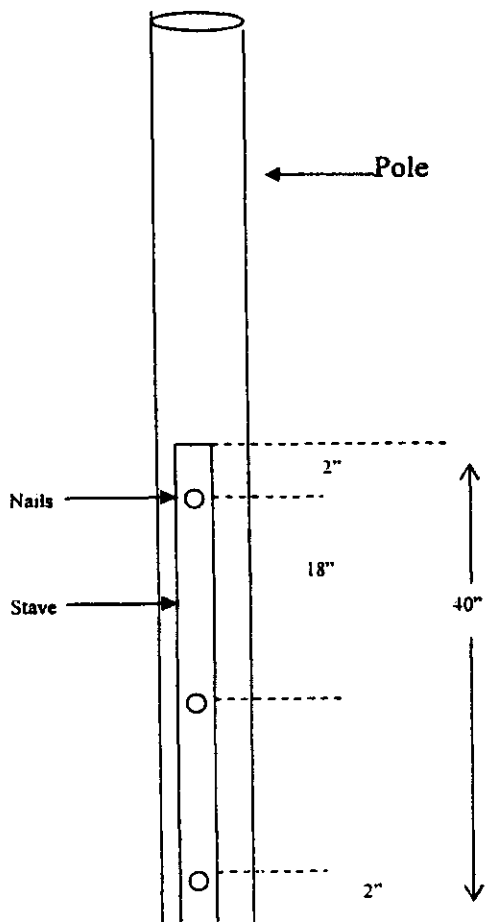


EXHIBIT B

A 41

THE WHITE HOUSE
WASHINGTON
Eruv Sabbath, 1990

I am pleased to send greetings to Congregation Keshar Israel and to the Orthodox Jewish community in Washington as you celebrate the inauguration of the first eruv in the District of Columbia.

The construction of this eruv is particularly significant not only because it marks the growth of the Orthodox Jewish community in Washington but also because this city is our Nation's Capital. Indeed, there is a long tradition linking the establishment of eruvin with the secular authorities in the great political centers where Jewish communities have lived. In the words of a responsa of Rabbi Moses Sofer: "Bless the Lord, God of Israel, who has inclined the hearts of kings, rulers, and officers -- under whose sovereign jurisdiction we, the Jewish people find protection -- to grant permission to us to keep our faith in general, and specifically to establish eruvin in their thoroughfares, even on streets where the most important members of the government themselves live . . . in this city, there are places where we need to install a number of objects in order to create an eruv and we have not hidden our work, rather, it is publicized and open to all without doubt and permission has been granted."

Now, you have built this eruv in Washington, and the territory it covers includes the Capitol, the White House, the Supreme Court, and many other Federal buildings. By permitting Jewish families to spend more time together on the Sabbath, it will enable them to enjoy the Sabbath more and promote traditional family values, and it will lead to a fuller and better life for the entire Jewish community in Washington. I look upon this work as a favorable endeavor. God bless you.

Clayton B. Kopp

EXHIBIT C

THE HAMPTON SYNAGOGUE

RABBI MARC SCHNEIER
FOUNDING RABBI

RABBI YISHAI HUGHES
ASSISTANT RABBI

RABBI AVRAHAM BRONSTEIN
ASSISTANT RABBI

DUDU FISHER
CANTOR

NETANEL HERSHTIK
CANTOR

SAM NUSSBAUM
EXECUTIVE DIRECTOR

CHERYL STAWNICZY
DIRECTOR OF OPERATIONS

MORRIS TUCHMAN
PRESIDENT

SEYMOUR G. SIEGEL
TREASURER

GERALD RAUSNITZ
SECRETARY

JERRY LEVIN
TRUSTEE

HARRY KRAKOWSKI
TRUSTEE

MARTIN L. BERMAN
FOUNDING CHAIRMAN

MICHAEL B. WEISBROD
FOUNDING PRESIDENT

CELEBRATING
18|25
THE HAMPTON SYNAGOGUE 18TH ANNIVERSARY RABBI MARC SCHNEIER 25 YEARS IN THE RABBINATE

May 23, 2008

To: Mayor Conrad Teller, Village of Westhampton Beach Board of Trustees, and Members of the Westhampton Beach Community

This summer, The Hampton Synagogue celebrates its 18th anniversary and the immeasurable impact of this oasis for Jewish life that infuses vitality and vibrancy into the greater, and diverse, Westhampton Beach community.

For 25 years in the rabbinate, I have dedicated my life to the advancement of interreligious and interethnic dialogue. I have found that, especially during difficult times worldwide, "understanding" is only fostered by sharing our similarities and differences.

Recently our congregation proposed establishing an *eruv* in Westhampton Beach. The *eruv* will enable families to push small children in strollers or baby carriages when they go to service on the Sabbath. The *eruv*, surely, will not be invasive to private property interests of any individual or entity, and simply enables a technical religious compliance that allows observant Jews to comply with their religious beliefs. Most importantly, the *eruv* is not intended, in any way, to communicate that Westhampton Beach is not the diverse community it truly is.

Yet, the *eruv* has evoked controversy in the village. Since I am a Rabbi who believes in promoting tolerance, I choose not to attribute untoward or foul motives to those who have circulated clearly offensive e-mails or remarks saying that – business owners have been asked by me or members of the Jewish community to close their stores on Saturday; that the *eruv* will allow Jews to walk on the private property of individuals on the way to synagogue; and this is the beginning of a push by the rabbi to create "another Lawrence." Parenthetically, however, it is hard not to understand the true meaning of one expression that has been used: "Just what we need, more Jews."

One of God's most precious gifts is the power of speech. Yet, how prone we are to misjudge situations. How quick we are to impugn motives. Our words should be used with kindness, care and compassion.

To be certain, The Hampton Synagogue does not wish to win a pyrrhic victory. Victory must be redeemed by purpose and elevated by principle. Therefore, for the present time, the Synagogue leadership will suspend its application for the *eruv*. Instead, I shall use this summer to extend the hands of friendship across the faiths and educate all segments of the Westhampton Beach community to precisely what the *eruv* is, and what it is not and should not represent to its detractors. I have great faith that in so doing we will join together to put an end to the misgivings some have.

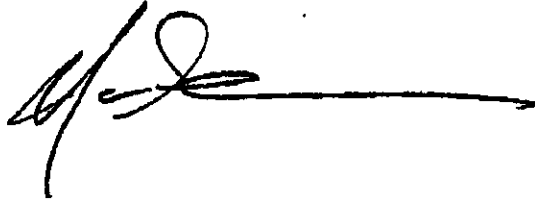
I see this controversy as an opportunity – an opportunity to promote greater understanding. I will thus seize this moment to that end, going from community to community within Westhampton Beach, if need be, to open doors to such understanding. At the end of that process, that is in the fall, we will revisit this issue and anticipate, with great confidence, that the *eruv* will be erected in the near future.

Presently, we find cause for gratitude and thus express our heartfelt appreciation for the vibrant support of Mayor Conrad Teller, the unanimous backing of The Hampton Interfaith Council, civic and business leaders, and the hundreds of men and women who have demonstrated a genuine understanding and respect for Judaism and its tenets.

The goal of any community is transcending our separateness. We must reach beyond ourselves if we are to rise above ourselves. In this spirit, I recognize the enormous possibilities for good in this somewhat contentious environment.

As we inaugurate the summer season let us become even more sensitive to the abiding joys of sharing in one's faith and belief.

Sincerely,

A handwritten signature in black ink, appearing to be 'Marc Schneier', with a long horizontal line extending to the right.

Rabbi Marc Schneier

RMS/sn

cc: The Hampton Synagogue congregation

EXHIBIT D



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Former deputy mayor tired of anti-Semitism, leaving Westhampton Beach

Publication: The Southampton Press

By Karl Grossman Aug 11, 2008 9:03 AM 22 COMMENTS



Tim Laube.

Former Westhampton Beach Deputy Mayor Tim Laube, who lost his bid for mayor in June, said this week that he is moving out of the village he grew up in because of the growing swell of anti-Semitism in the municipality.

Mr. Laube, who supported the Hampton Synagogue's attempt to create an invisible religious boundary in the village that, if approved, would allow Orthodox Jews to push strollers and wheelchairs on their way to temple on the Sabbath, said he has received threats from those who oppose the eruv.

"I received a number of threatening phone calls," he said, referring to the dozen or so calls he received from angry village residents while he was running for office. "Callers accused me of being 'a Jew-lover,' a 'kike-lover.' [They] said that I would 'burn in hell,' [and] that 'my parents would be turning in their graves.'"

The former village candidate, who is employed as clerk of the Suffolk County Legislature, said he heard similar remarks while campaigning door-to-door in Westhampton Beach in the spring. "I was told, 'You got

to stand up to these damn Jews,' Another bigot said, 'I don't care what it costs: Keep the Jews out. You got to show those Jews ...'—and this was one of my neighbors.

"I couldn't believe it," Mr. Laube continued. "It was so disturbing."

Most of those making the anti-Semitic statements apparently did not know that Mr. Laube's late father was Jewish. His late mother was of Irish Catholic background. Mr. Laube was not raised in any religious tradition, but said he values the backgrounds of both his parents. For example, to celebrate his Irish heritage he serves as president of the Westhampton Beach St. Patrick's Day Parade Committee.

"I'm moving out of the village," Mr. Laube said in an interview this week. "I love the community, but I can't look myself in the mirror and feel this is where I want to stay the rest of my life. Things would have to change."

The former deputy mayor, who had been renting in Westhampton Beach, says that he plans to look for a new rental home somewhere in Southampton Town, but not in the village. Mr. Laube was elected to the Westhampton Beach Village Board in June 2004 and served one two-year term.

"I had planned to stay there but, after this, I'm so discouraged," he said. "After October 1, I'm out of there."

Mr. Laube also stressed that while he does not think that everyone in Westhampton Beach is anti-Semitic—"I think it is a minority, but a vocal and powerful minority," he said—the overall atmosphere and sentiment shared by so many people are forcing him to move away from his hometown.

"It made me question where I live," Mr. Laube said. "It's not the same for me in light of all this. It's just so saddening."

And he contends that many of those in the "vocal minority" voted in the June election, in which sitting Mayor Conrad Teller won reelection with 60 percent of the vote. Mr. Laube charges that Mr. Teller "played both sides" of the eruv issue, noting that though he originally supported the plan, he is now leaning toward holding a public referendum on the issue.

"Here we are in this day and age asking Muslims to get along with Jews in the Middle East, in

27east.com/.../Former-deputy-mayor-ti...

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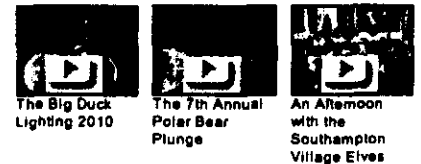


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1. Post-Holiday Blizzard Blankets East End 88 comments
2. East Hampton Police: Montauk Home Could Fall Into Ocean 60 comments
3. Katy Stewart Of Sag Harbor Dies At 12 7 comments
4. Former Southampton Village Volunteer Ambulance Chief Melissa 'Missy' Croke Dies At 57 11 comments
5. Transaction Highlights, December 2 3 comments
6. Police Still Searching For Woman Who Tried To Rob Water Mill Bank
7. County Road 39 Named For Edwin "Buzz" Schwenk; Town Takes Ownership Of North Sea And Noyac Roads 5 comments
8. Hampton Bays Family Wins Lottery Prize

NEW MEMBERS:
middleclass, spiritofogden, troutten

RECENT COMMENT:
> "hey, wasn't there another town hall meeting scheduled today 1/4 to talk about this event? anybody know? ..." MORE
> "This article IS a 'baykeeper-only issue'. He has no legal 'standing' in this action and is attempting to subvert the due process provisions..." MORE



VIEW ALL VIDEOS

Westhampton Beach News - Former de- Israel, and we can't do it in Westhampton Beach," Mr. Laube said.

The mayor disputes Mr. Laube's interpretation of events, noting that, in his opinion, the majority of those who oppose the religious boundary have concrete reasons for doing so.


"I don't think it's bigotry," said Mr. Teller, a former Southampton Town and Westhampton Beach police chief. "They are property owners and they pay a lot of taxes here. They just don't want an area declared an Orthodox Jewish enclave. That's what they think."

The mayor added that most of those who oppose the eruv are "level-headed, reasonable people." Mr. Teller added that there was only one person, who does not live in the village, that he "would classify as a wee bit bigoted."

The proposed eruv in Westhampton Beach, the application for which has been temporarily withdrawn by the synagogue, calls for the installation of between 30 to 40 black plastic pipes to preexisting utility poles in the village. The markers would delineate the boundary of the proposed eruv, which would measure about one square mile. There are eruvs throughout New York and elsewhere in the United States.

As a child growing up in Westhampton Beach, Mr. Laube said he heard some anti-Semitic comments from those unaware that his late father was Jewish. Mr. Laube said he dismissed those comments, noting that, at the time, he thought that such comments were uttered from a "really small, small, small group."

1 | 2 >>



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Stay and fight, Tim.

By Michael Anthony on Aug 12, 08 3:54 PM

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I can imagine how you feel. What a terrible thing to have to go through. Just remember, don't let them get you down. Stand up and fight Tim!!! If everyone left because of these antisemites no one would be left to fight.

By waverunner on Aug 12, 08 7:03 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

I wish you luck my friend. Thanks for giving it a good shot. Someday, people in this village will realize what they missed out by not having you as our mayor. I certainly do.

By Bryan Dean on Aug 13, 08 10:12 AM

[Like](#) [Reply](#) [Report as inappropriate](#)

A loss for us all - Stay in the area.

Hey, my neighborhood is affordable - we need good folks - consider Hampton West. We'll find you a deal!

By Hampton West on Aug 13, 08 2:28 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

This is typical Tim Laube... and the reason he was overwhelming defeated. We pity to any neighborhood unfortunate enough to have this man even as a transient.

By Oh Timmy on Aug 13, 08 8:27 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

Tim Laube has not lived in the village for several years. We all know that. Happy to see you go. Can I help you pack?

By happy resident on Aug 13, 08 8:53 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

I'm glad that I don't live in WHB with all you small minded towns people. Most of you do sound very anti-Semitic to me, and if your comments aren't, I can't imagine what you think they are.

Sura

By Sura on Aug 14, 08 12:59 AM

[Like](#) [Reply](#) [Report as inappropriate](#)

With the coming of the eruv, Tim won't be the only one leaving Westhampton Beach. And really, people who rent just don't seem to have the same commitment to a neighborhood as those who own, so Tim's leaving isn't all that shocking.

By toby on Aug 14, 08 8:08 AM

[Like](#) [Reply](#) [Report as inappropriate](#)

Toby,

I am a local, 5th generation at that. I cannot afford to buy a home here. To actually suggest that because someone rents that they have no commitment to their community is unfair. Not everyone is as fortunate to have the means to own property. But if you are considering selling because there might be Jewish people walking on the streets, let me know. Maybe we can work out a deal.

Timmy! Don't leave us, we need your strong voice still in this town. Reconsider.

By Renter on Aug 14, 08 9:36 AM

[Like](#) [Reply](#) [Report as inappropriate](#)

It's most unfortunate, Mr. Laube, that you, Rabbi Schneier, and others who support your stand for a WHB Eruv don't understand that there might be legitimate differences between Beverly Hills, CA, Tenefly, NJ, and most of the other locales that have, for the most part, been able to accommodate an Eruv in their communities. WHB is a small, seaside village. Any appreciable change to its demographic is significant. The Orthodox Jewish communities I have observed are a very tight-knitted group. almost [more](#)

By Paul on Aug 14, 08 3:28 PM

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What is to say that WHB is going to become the next Lawrence? The stars were aligned in a "perfect storm" that made Lawrence the community it is now.

It has more to do with other issues then an Eruv.

And as Tenafly has shown us, the Eruv may not be a civil right, but it definitely is a legal right. It's time for both sides to tone down the rhetoric and make nice.

Timmy - thank you for your service and concern for the community. Good luck in whatever you choose to [...more](#)

By civil tone needed on Aug 14, 08 9:46 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

Why is it that some people feel the need to force their religious beliefs or opinions on everyone? How about practicing religion in a way that doesnt have to make others conform to something they do not care for or have to see on a daily basis while going about their lives. I live in a development in East Moriches, and need to be respectful of my neighbors there is no need to put any religious artifacts or signs on my property because I know that others might not appreciate it. Well, I can go to [...more](#)

By Jordan on Aug 15, 08 12:08 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

This comment has been removed because it is a duplicate, off-topic or contains inappropriate content.

By Once Again on Aug 16, 08 8:36 AM

Jordan got it right. Religion should NEVER be forced down people's throats. When someone complains they are ANTI SEMITIC!?!? Please let us coin a phrase for the Jewish outcry against Christmas in Westhampton. It is truly a spectacle since the menorah truck shows up in front of the fire engine with Santa. Somehow- the reality of the Rabbi has not been fairly reported. I think that the Eruv is just payback for the antichristian sentiment that prevades the area now. Merry Christmas is not anti [...more](#)

By Fiona on Aug 16, 08 9:44 AM

[Like](#) [Reply](#) [Report as inappropriate](#)

The Term for Jews that are opposed to christmas is "anti- christian". By the way these are the same communists that are anti- semites as well. Just because you are Jewish does not mean you can't be an anti-semite. Ever heard the term self hating Jew?

Some of the worst anti semites have been/are Jews ie. Karl Marx, Noam Chomsky, George Soros, Adam Shapiro, Netural Karta. These are all Jews from all stripes of life who have a hatred for fellow Jews in common. They would also make every effort [...more](#)

By Michael A on Aug 20, 08 2:55 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

"I couldnt believe it, it was so disturbing", poor poor Timmy. Give me a break! Im running away from my community, the town I grew up in, yea yea, its bad enough you admit to being a poor frightened baby, but seeing you never got any calls proves you are a liar also. Did you call the police if you were so disturbed? Of course not, please leave WHB and never return!

By Lassie on Aug 20, 08 11:11 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

Wow Lassie,

We know who the racist is. Wanting Tim Laube out of town so bad. Tim Laube is right. Crookhampton is full of nothing but bigotry and racism. You're probably the biggest one. Tim move on and do bigger and better things with your life. There is so much out there waiting for you.

By WHB Resident on Aug 21, 08 4:04 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

Tim - Thanks for trying to save us from this mess. I know most of us appreciate what you have done. Westhampton Beach is a sad, sad town. The worst part about racists & bigots is the fact that they have no balls at all. It would be one thing if they could stand up for what they believe in but they don't. So they make prank calls and hide behind a ballot box. You have voiced your opinion and for that I give you credit. You stand up for what you believe in and you are proud. Move on to better [...more](#)

By John D. on Aug 21, 08 4:12 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

Tim where are you moving to? If you are leaving so am I. Please stay and fight!

By Sandy L. on Aug 21, 08 4:17 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

Tim Laube, the Clerk of the Suffolk County Legislature, after another resounding defeat in his multiple attempts to get elected to ANY official office in Westhampton Beach government, recently gave interviews to both the Southampton Press and Jewish World stating that he is leaving the Westhampton Beach community because he's "tired of the anti-Semitism" and further stated that his Father was Jewish, According to Mr. Laube's Family, Mr. Laube's Father was not Jewish and no Family members can think [...more](#)

By Bye Tim on Aug 21, 08 9:22 PM

[Like](#) [Reply](#) [Report as inappropriate](#)

Dear Bye Tim,

So you're related to me and can tell me my father wasn't Jewish? How dare you! Why don't you send me an e-mail so we can discuss this.

Bostonchik@hotmail.com

By Tracy Laube on Aug 22, 08 11:45 AM

[Like](#) [Reply](#) [Report as inappropriate](#)

Dear Bye Tim,

You are an idiot on so many different levels it's amazing. Where do you get your information? To start off you letter by stating that my father wasn't Jewish only tells those that read it that you are a moron. You need to get your facts straight. My father was Jewish and as the article states my mother was Catholic. Maybe you would like to lie about that too? I hope everyone that reads this can just guess that EVERYTHING you write is a lie. You are spineless. Next time leave [...more](#)

By Susie Santana on Aug 22, 08 1:29 PM

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EXHIBIT E

Nonprofit gets preliminary OKs for Hamptons eruv

October 31, 2010 by JENNIFER BARRIOS / jennifer.barrios@newsday.com



A nonprofit formed to create an eruv in the Hamptons has received preliminary permission from two utilities to use their poles in creating the symbolic religious border in the Westhampton Beach area.

The East End Eruv Association, a nonprofit created in March, had applied to Verizon and the Long Island Power Authority for permission to string wires on their utility poles to create the eruv, a symbolic boundary that would allow Orthodox Jews to carry items and wheel strollers within its space on the Sabbath. Such activity is traditionally prohibited on the Sabbath without an eruv.

The move mirrors a 2008 attempt by the Hampton Synagogue to create an eruv around Westhampton Beach. The synagogue withdrew that proposal after opponents argued that the eruv would attract more Orthodox Jews to the neighborhood, changing the makeup of the community.

Representatives from the East End Eruv Association, which includes several people involved in the 2008 attempt, and the Hampton Synagogue did not return repeated calls for comment. It is unclear whether the synagogue supports the latest eruv proposal.

Proposed eruv borders

The eruv - which would look similar to wire strung on utility poles - would encompass Westhampton Beach and Quogue and include parts of Quogue and Westhampton in the town of Southampton.

Verizon said last week that it would allow the eruv to proceed. In an Oct. 26 letter to Quogue mayor Peter Sartorius, Verizon's legal counsel said that the utility "intends to issue licenses to permit the Association to attach lechis to Verizon's poles," and that a legal opinion offered by proponents of the eruv stated "that permission from the Village is not necessary." Lechis are small wooden sticks that are attached to utility poles as part of the construction of an eruv. LIPA also said it would allow the project.



Sartorius said he was dismayed that the eruv could go up without his village's approval. He said village attorneys likely would send a letter to Verizon arguing against the eruv because they believe it violates the village's zoning code.

Westhampton Beach Mayor Conrad Teller said he would abide by the wishes of his constituents and oppose the eruv. The village plans to hire an attorney to challenge the eruv if the plan progresses.

A spokeswoman for the town of Southampton said officials there believe only the utility companies, and not the town, would be involved, since the eruv would be on the utility poles.

Opponents of the eruv say that it will turn Westhampton Beach and surrounding areas into an Orthodox Jewish enclave, which they fear could drive down property values.

Arnold Sheiffer, founder and chairman of Jewish People Opposed to the Eruv, said his group believes that the eruv would make the area similar to Lawrence, which has a significant Orthodox population.

"We want to continue as a secular village and our way of life," said Sheiffer, a Westhampton Beach resident. "This really has ramifications similar to what happened in Lawrence, Long Island, where the area was turned into an Orthodox area, public schools were closed and real estate values fell."

Estelle Lubliner, a resident of Westhampton and Manhattan, agreed.

"It would have an effect on the demographics of this town, the economy of this town, the whole landscape of the town," she said. "If you need an eruv, this is just not the place. Why does the town have to change for certain people? There are other seaside communities. If you're Orthodox, know that not every place in the world is for you."

It's 'religious freedom'

Rabbi Mordecai Golshevsky of Young Israel of Coram, an Orthodox congregation not involved in the eruv proposal, said he's dismayed by the opposition he's seen.

"This is America, home of religious freedom," he said. "What's going on here? They're pointing to Lawrence. What's wrong with Lawrence? Orthodox Jews live there? So what - we should chase them out? This whole conversation's obscene."

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EXHIBIT F

ERUV

ERUV-LECHI STAVE AGREEMENT

THIS AGREEMENT, made as of the May day of 2012, between VERIZON NEW YORK INC., a corporation of the State of New York, having its principal office at 140 West Street, New York, New York 10007 (hereinafter called "Licensor"), and East End ERUV ASSOCIATION'S corporation organized and existing under the laws of the State of New York, having its principal office at 1775 B'dway, N.Y, N.Y. (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensee for its own use desires to place and maintain "Lechi" staves on poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said "Lechi" staves on its poles.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree to as follows:

SCOPE OF AGREEMENT

Subject to the provisions of the Agreement, the Licensor will issue to Licensee for any lawful purpose revocable, nonexclusive licenses authorizing the attachment of Licensee's "Lechi" staves to Licensor's poles in the City, Village or Town of Southampton Grove County of Suffolk, N.Y. Westhampton, Westhampton Beach, Quogue

This Agreement responds only to the use of the "Lechi" stave to define the boundaries of the symbolic enclosure. It does not authorize the use of wire, plastic rope or any other type of attachment to Verizon New York structures. Copies of all required permits, authorizations, etc. in conformance with State and City laws and regulations must also be attached to this document.

CONSTRUCTION OF ERUV

It is agreed that the aforementioned ERUV will be constructed using a variety of natural boundaries and non utilities structures. At those locations where utility structures are used to complete the enclosure, it is agreed to attach only staves and in the following manner:

Staves will be made of smooth, sanded soft wood, such as pine, coated with wood preservative, with a maximum allowable finished dimension of 1" x 2" x 40". In certain unusual and limited circumstances, as determined by the Licensee and approved in writing by Verizon New York, a finished dimension 1" x 4" x 40" smooth sanded, soft wood stave shaped to the contour of the pole may be placed. In all cases the staves will be affixed to poles with 8 penny

galvanized common nails as indicated on the attached Exhibit A. None of the above material or fastening techniques can be altered without the prior permission of Verizon New York.

The Licensee is required to submit a sketch outlining in detail the boundaries of the ERUV and showing the localities encompassed and a list of poles by number and location, that will have staves attached. This list will be maintained and updated annually by the Licensee who will send copies to the designated person in Verizon New York.

In no case may the staves interfere with normal Verizon New York operations or safety standards.

MAINTENANCE OF ERUV

Verizon New York will not warrant the future existence of its poles, cables and/or wire attachments.

Verizon New York will not give notice of any pole removals or replacements, nor will it build, maintain or move its plant for any Licensee.

Verizon New York will not transfer or relocate any Licensee's staves.

INSPECTION

Verizon New York may post inspect the ERUV after construction and periodically in order to protect the integrity of Verizon New York structures and to determine if the requirements of this Letter of Agreement have been adhered to. The cost of these surveys will be borne by the Licensee.

Any violations involving the authorized attachments will be reviewed with the Licensee and the violations corrected by the Licensee within 15 days of written notification. Safety violations will be removed immediately upon discovery.

The discovery of any unauthorized attachments will constitute immediate termination of this Letter of Agreement and will require removal of all "Lechi" staves within 15 days of notification of termination by Verizon New York.

LIABILITY

Proof of insurance coverage meeting the requirements for public liability and property damage as indicated on the attached Exhibit B will be affixed and become part of this Letter of Agreement.

Licensor shall exercise reasonable care to avoid damaging the facilities of Licensee attached to poles under this Agreement, and shall make an immediate report to Licensee of the occurrence of any such damage caused by Licensor's employees, agents or contractors. Licensor agrees to reimburse Licensee for all reasonable costs incurred by Licensee

for the physical repair of damage to such Licensee's facilities proximately caused by the negligence of Licensor; however, Licensor shall not be liable to Licensee for any loss of Licensee's revenue or profits resulting from any interruption of Licensee's service caused by such damage or interference with the operation of Licensee's facilities caused by such damage.

Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and shall make an immediate report of damage to the owner of facilities so damaged. Licensee assumes all responsibility for any and all direct loss from damage caused by Licensee's employees, agents or contractors; however, Licensee shall not be liable to Licensor for any loss of Licensor's revenue or profits resulting from any interruption of Licensor's service caused by such damage or interference with the operation of Licensor's facilities caused by such damage.

Licensee shall indemnify, protect and save harmless Licensor from and against any and all claims, demands, causes of actions and costs, including attorneys' fees, for damages to property and injury or death to Licensee's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Licensee's facilities or by their proximity to the facilities of all parties attached to Licensor's poles, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of Licensor's poles. The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of Licensor. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Licensee and Licensor, but in such case the amount of the claim for which Licensor is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of Licensee.

The Licensee shall indemnify, protect and save harmless Licensor from any and all claims, demands, causes of action and costs, including attorneys' fees, which arise directly or indirectly from the construction, attachment or operation of Licensee's facilities on Licensor's poles, including but not limited to damages, costs and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles or otherwise. The foregoing indemnity shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of Licensor. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of Licensee and Licensor, but in such case the amount of the claim for which Licensor is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of Licensee.

Licensor and Licensee shall promptly advise each other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of facilities

governed by this License Agreement. Copies of all accident reports and statements made to a Licensor's or Licensee's insurer by the other Licensor or Licensee or affected entity shall be furnished promptly to the Licensor or Licensee.

Unless expressly provided for otherwise herein, neither Licensor nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement.

NOTICE TO PARTIES

Any notice other than hereinbefore provided to be given to the Licensor under this Agreement shall be sent by certified mail to:

Any notice other than hereinbefore provided to be given to the Licensee under the Agreement shall be sent by certified mail to:

LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles covered by this Agreement.

ASSIGNMENT OF RIGHTS

Licensee shall not assign or transfer any authorization granted herein, and such authorization shall not inure to the benefit of Licensee's successors or assigns without the prior written consent of the Licensor. In the event such consent or consents are granted by the Licensor, the provisions of this Agreement shall apply to and bind the Licensee's successors and assigns.

TERM OF AGREEMENT

If not terminated in accordance with its terms, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter until three (3) months after

written notice of termination is given by either party. Such notice of termination may be given to take effect at the end of the original one (1) year period or at any time thereafter.

WAIVER OR TERMS AND CONDITIONS

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement or the licenses granted hereunder terminated shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect.

All the stipulations contained in this Letter of Agreement shall be binding upon the parties; and in recognition of this commitment the following signatures are affixed:

East End ERU Association, Inc Licensee

by Marvin T. Tenzer, Pre

5/10/10
Date

Verizon New York Inc.

Date

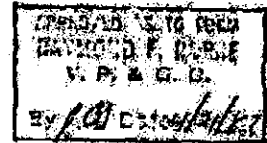
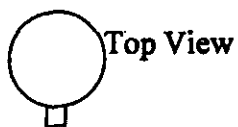


EXHIBIT A



SPECIFICATIONS

1. 1"X2"X40" long
Smooth sanded wood staves painted with wood preservative
2. Fasten securely with B penny galvanized common nails with minimum spacing as shown
3. Wood staves will not be placed where they may interfere with existing attachments

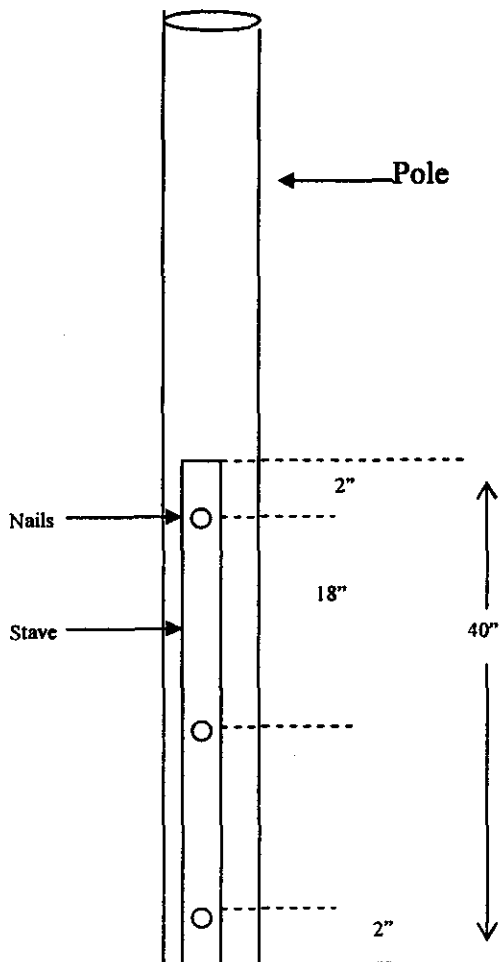


EXHIBIT B

SUBJECT: Verizon New York Insurance Requirements Relative to the Construction of ERUV

Licensee shall secure and maintain (and ensure its subcontractors, if any, secure and maintain) all insurance and/or bonds required by law or this Agreement including without limitation:

- (a) Commercial General Liability Insurance (including, but not limited to, premises-operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least \$2,000,000 combined single limit for each occurrence.
- (b) Commercial Automobile Liability with limits of at least \$2,000,000 combined single limit for each occurrence. Notwithstanding, if the Licensee does not own or operate any vehicles or automobiles associated with the Licensee's business or associated with the work related to this Agreement, then Licensee must only provide satisfactory evidence that its subcontractor(s) have purchased and maintained Commercial Automobile Liability insurance in such amount.
- (c) Workers' Compensation insurance as required by statute, and Employer's Liability insurance with limits of not less than \$1,000,000 per occurrence.

The above limits may be satisfied by a combination of underlying/primary and excess/umbrella insurance. All policies provided by the Licensee shall be deemed primary and non-contributory to all other applicable coverages. The Licensee shall waive its right of subrogation for all insurance claims. The Commercial General Liability and Commercial Auto Liability policies must name Verizon, its subsidiaries and affiliates as additional insureds. The Licensee's insurance companies must be licensed to do business in the applicable state(s) and must meet or exceed an A.M. Best rating of A-X or its equivalent.

For all insurance, the Licensee must deliver an industry recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and the waiver of subrogation and stating that the policy of insurance issued to Licensee will not be cancelled or changed without thirty (30) days written notice to Licensor. Also, where applicable, such certificate of insurance shall evidence the name of the Licensor as an additional insured. The Licensee shall submit such certificates of insurance annually to the Licensor as evidence that it has maintained all required insurance.

Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.